



REQUEST FOR JUDICIAL INTERVENTION

Westchester Supreme COURT, COUNTY OF Westchester

Index No: _____ Date Index Issued: _____

For Court Use Only: JAS Entry Date, Judge Assigned, RJI Filed Date, Defendant(s)/Respondent(s)

CAPTION: Enter the complete case caption. Do not use et al, Jr, et al, or c. If more space is needed, attach a caption rider sheet. Robert L. Alexander & Elizabeth C. Alexander, Trustees, as Trustees of the Robert L. Alexander Revocable Trust and Elizabeth C. Alexander Revocable Trusts, The Munding Paul -Trust, Benjamin Rosenstad, Jane Lubowitz, Kevin J Kelly, Janet A Brody, John S Galantic, Alexandra Galantic -against- The City of Rye Planning Commission, Wainwright House, Inc.

NATURE OF ACTION OR PROCEEDING: Check only one box and specify where indicated.

- COMMERCIAL: Business Entity (includes corporations, partnerships, LLCs, LLPs, etc.), Contract, Insurance (where insurance company is a party, except arbitration), UCC (includes sales and negotiable instruments), Other Commercial (specify):

NOTE: For Commercial Division assignment requests pursuant to 22 NYCRR 202.70(d), complete and attach the COMMERCIAL DIVISION RJI ADDENDUM (UCS-840C).

REAL PROPERTY: Specify how many properties the application includes:

- Condemnation, Mortgage Foreclosure (specify): Residential, Commercial, Property Address: Tax Certiorari - Section: Block: Lot: Tax Foreclosure, Other Real Property (specify):

OTHER MATTERS

- Certificate of Incorporation/Dissolution [see NOTE in COMMERCIAL section], Emergency Medical Treatment, Habeas Corpus, Local Court Appeal, Mechanic's Lien, Name Change/Sex Designation, Pistol Permit Revocation Hearing, Sale or Finance of Religious/Not-for-Profit Property, Other (specify):

- MATRIMONIAL: Contested, NOTE: If there are children under the age of 18, complete and attach the MATRIMONIAL RJI Addendum (UCS-840M). For Uncontested Matrimonial actions, use the Uncontested Divorce RJI (UD-13).

- TORTS: Asbestos, Child Victims Act, Environmental (specify): Medical, Dental, or Podiatric Malpractice, Motor Vehicle, Products Liability (specify): Other Negligence (specify): Other Professional Malpractice (specify): Other Tort (specify):

SPECIAL PROCEEDINGS

- CPLR Article 75 (Arbitration) [see NOTE in COMMERCIAL section], CPLR Article 78 (Body or Officer), Election Law, Extreme Risk Protection Order, MHL Article 9.60 (Kendra's Law), MHL Article 10 (Sex Offender Confinement-Initial), MHL Article 10 (Sex Offender Confinement-Review), MHL Article 81 (Guardianship), Other Mental Hygiene (specify): Other Special Proceeding (specify):

STATUS OF ACTION OR PROCEEDING: Answer YES or NO for every question and enter additional information where indicated.

Table with columns YES, NO and rows: Has a summons and complaint or summons with notice been filed?, Has a summons and complaint or summons with notice been served?, Is this action/proceeding being filed post-judgment?

NATURE OF JUDICIAL INTERVENTION: Check one box only and enter additional information where indicated.

- Infant's Compromise, Extreme Risk Protection Order Application, Note of Issue/Certificate of Readiness, Notice of Medical, Dental, or Podiatric Malpractice, Notice of Motion, Notice of Petition, Order to Show Cause, Other Ex Parte Application, Poor Person Application, Request for Preliminary Conference, Residential Mortgage Foreclosure Settlement Conference, Writ of Habeas Corpus, Other (specify):

RELATED CASES: List any related actions. For Matrimonial cases, list any related Criminal or Family Court cases. If none, leave blank. If additional space is required, complete and attach the **RJI Addendum (UCS-840A)**.

Case Title	Index/Case Number	Court	Judge (if assigned)	Relationship to instant case

PARTIES: For parties without an attorney, check the "Un-Rep" box and enter the party's address, phone number and email in the space provided. If additional space is required, complete and attach the **RJI Addendum (UCS-840A)**.

Un-Rep	Parties	Attorneys and/or Unrepresented Litigants	Issue Joined	Insurance
<input type="checkbox"/>	Name: Robert L. Alexander & Elizabeth C. Alexander, Trustees, as Tru... Role(s): Plaintiff/Petitioner	JOSEPH ERIOLE, THE ERIOLE LAW FIRM, 108 MONTGOMERY ST , RHINEBECK, NY 12572, erioleesq@gmail.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: The Munding Paul -Trust Role(s): Plaintiff/Petitioner	JOSEPH ERIOLE, THE ERIOLE LAW FIRM, 108 MONTGOMERY ST , RHINEBECK, NY 12572, erioleesq@gmail.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: Rosenstad, Benjamin Role(s): Plaintiff/Petitioner	JOSEPH ERIOLE, THE ERIOLE LAW FIRM, 108 MONTGOMERY ST , RHINEBECK, NY 12572, erioleesq@gmail.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: Lubowitz, Jane Role(s): Plaintiff/Petitioner	JOSEPH ERIOLE, THE ERIOLE LAW FIRM, 108 MONTGOMERY ST , RHINEBECK, NY 12572, erioleesq@gmail.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: Kelly, Kevin J. Role(s): Plaintiff/Petitioner	JOSEPH ERIOLE, THE ERIOLE LAW FIRM, 108 MONTGOMERY ST , RHINEBECK, NY 12572, erioleesq@gmail.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: Brody, Janet A. Role(s): Plaintiff/Petitioner	JOSEPH ERIOLE, THE ERIOLE LAW FIRM, 108 MONTGOMERY ST , RHINEBECK, NY 12572, erioleesq@gmail.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: Galantic, John S. Role(s): Plaintiff/Petitioner	JOSEPH ERIOLE, THE ERIOLE LAW FIRM, 108 MONTGOMERY ST , RHINEBECK, NY 12572, erioleesq@gmail.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/>	Name: Galantic, Alexandra Role(s): Plaintiff/Petitioner	JOSEPH ERIOLE, THE ERIOLE LAW FIRM, 108 MONTGOMERY ST , RHINEBECK, NY 12572, erioleesq@gmail.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input checked="" type="checkbox"/>	Name: The City of Rye Planning Commission Role(s): Defendant/Respondent	1051 Boston Post Road, Rye, NY 10580, 914.967.7167, planning@ryeny.gov	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input checked="" type="checkbox"/>	Name: Wainwright House, Inc. Role(s): Defendant/Respondent	260 Stuyvesant Avenue, Rye, NY 10580, 914.967.6080	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, UPON INFORMATION AND BELIEF, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.

Dated: 12/21/2021

JOSEPH PAUL ERIOLE

Signature

2533164

JOSEPH PAUL ERIOLE

Attorney Registration Number

Print Name

Request for Judicial Intervention Addendum

Westchester Supreme COURT, COUNTY OF Westchester

Index No:

For use when additional space is needed to provide party or related case information.

PARTIES: For parties without an attorney, check "Un-Rep" box AND enter party address, phone number and e-mail address in "Attorneys" space.

Un-Rep	Parties List parties in same order as listed in the caption and indicate roles (e.g., plaintiff, defendant, 3 rd party plaintiff, etc.)	Attorneys and/or Unrepresented Litigants For represented parties, provide attorney's name, firm name, address, phone and email. For unrepresented parties, provide party's address, phone and email.	Issue Joined For each defendant, indicate if issue has been joined.	Insurance For each defendant, indicate insurance carrier, if applicable.
<input type="checkbox"/>	Name: Robert L. Alexander & Elizabeth C. Alexander, Trustees, as Trustees of the Robert L. Alexander Revocable Trust and Elizabeth C. Alexander Revocable Trusts Role(s): Plaintiff/Petitioner	JOSEPH ERIOLE, THE ERIOLE LAW FIRM, 108 MONTGOMERY ST , RHINEBECK, NY 12572, erioleesq@gmail.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

RELATED CASES: List any related actions. For Matrimonial actions, include any related criminal and/or Family Court cases.

<p>SUPREME COURT STATE OF NEW YORK</p>	<p>COUNTY OF WESTCHESTER</p>
<p>Robert L. Alexander & Elizabeth C. Alexander, Trustees, as Trustees of the Robert L. Alexander Revocable Trust and Elizabeth C. Alexander Revocable Trusts, The Munding Paul -Trust, Benjamin Rosenstad & Jane Lubowitz, Kevin J Kelly & Janet A Brody, John S. Galantic & Alexandra Galantic,</p> <p>Petitioners,</p> <p>v.</p> <p>City of Rye Planning Commission, and Wainwright House, Inc.,</p> <p>Respondents.</p>	<p>Index No. _____</p> <p>NOTICE OF PETITION</p> <p>Plaintiffs designate Westchester County as the place of trial. The basis of venue is the residence of Plaintiffs</p>

PLEASE TAKE NOTICE that upon the annexed Verified Petition of ROBERT ALEXANDER and the Affirmation of JOSEPH P. Eriole, ESQ.:

The above-captioned Petitioners, each and all, (collectively, the "NEIGHBOR PETITIONERS" or "Petitioners") dated December 21, 2021, and upon the accompanying Affidavit of Petitioner ROBERT ALEXANDER, duly sworn to on the 21st the day of December, 2021, and upon any other papers had or to be had herein, and upon the entire record of the proceedings ("Record") before the Planning Commission of the City of Rye (the "Planning Commission") with regard to the application by Wainwright for site plan and wetland and watercourse permit approvals (individually, "Land Development Application" and "Wetlands Application," and collectively "Applications"), PETITIONERS, by and through their counsel, VENEZIANO & ASSOCIATES, shall respectfully petition the Supreme Court of the State of New York, County of Westchester, at the Richard J. Daronco Westchester County Courthouse, located at 111 Dr. Martin Luther King, Jr. Boulevard, White Plains, New York 10601, on the 24th day of January, at 9:30 a.m. or as soon thereafter as counsel for the respective parties may be heard, for an Order and Judgment pursuant to Article 78 of the Civil Practice Law and Rules ("CPLR"):

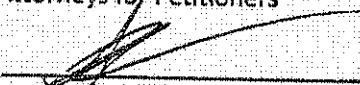
1. Annulling and setting aside the Planning Commission's approval of the 'Wainwright' Applications;
2. Remanding the Applications to the Planning Commission for the specific purpose of compelling the Planning Board's denial of the Applications; and
3. Granting to Petitioners such other, further and different relief that the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE, that pursuant to CPLR 7804(c), demand is hereby made that all

submissions in opposition to the within Notice of Petition and Verified Petition must be served at least five (5) days prior to the return date, together with a copy of the Certified Return or Record of all of the proceedings before the Planning Commission.

Dated: Rhinebeck, New York
December 21, 2021 Yours, etc.

VENEZIANO & ASSOCIATES
Attorneys for Petitioners

By: 
Joseph P. Eriole, Esq., of Counsel
108 Montgomery Street
Rhinebeck, NY 12572

To: Planning Commission
City of Rye
1051 Boston Post Rd.
Rye, NY 10580

To: Wainwright House, Inc.
260 Stuyvesant Avenue
Rye NY 10580

SUPREME COURT STATE OF NEW YORK	COUNTY OF WESTCHESTER
<p>Robert L. Alexander & Elizabeth C. Alexander, Trustees, as Trustees of the Robert L. Alexander Revocable Trust and Elizabeth C. Alexander Revocable Trusts, The Munding Paul -Trust, Benjamin Rosenstad & Jane Lubowitz, Kevin J Kelly & Janet A Brody, John S. Galantic & Alexandra Galantic</p> <p>Petitioners,</p> <p>v.</p> <p>City of Rye Planning Commission, and Wainwright House, Inc.,</p> <p>Respondents.</p>	<p>Index No. _____</p> <p>NOTICE OF PETITION</p> <p>Plaintiffs designate Westchester County as the place of trial. The basis of venue is the residence of Plaintiffs</p>

Dated: Rhinebeck, New York
December 21, 2021 Yours, etc.

VENEZIANO & ASSOCIATES
Attorneys for Petitioners

Joseph P. Eriole, Esq., of Counsel
108 Montgomery Street
Rhinebeck, NY 12572

To: Planning Commission
City of Rye
1051 Boston Post Rd.
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Petitioners, by their attorneys, VENEZIANO & ASSOCIATES, as and for their Verified Petition against the Planning Commission of the City of Rye (the "Planning Commission"), allege as follows:

THE AFFIRMANT

1. This Petition is Verified by your affirmant, Joseph P. Eriole, Esq. ("Eriole"), who sets forth each and every allegation herein upon personal knowledge, both in his own right, being fully familiar upon personal knowledge with each and every fact alleged herein, except as to those facts alleged upon information and belief, and as to those facts, he believes them to be true, and in his capacity as attorney for each of the captioned Petitioners, who have each reviewed this Petition and verify the truth of these allegations, but each of whom reside in Westchester County, being outside the County of Dutchess, wherein Eriole's law offices are located.

THE PARTIES

2. Respondent City of Rye Planning Commission is, upon information and belief, a municipal corporation duly organized within the State of New York.

3. Respondent Wainwright House, Inc. ("Wainwright") is, upon information and belief, a domestic not-for-profit corporation and the owner of property known as 260 Stuyvesant Avenue ("Wainwright Property"). Each Petitioner is the owner of property which abuts and/or is in the same residential neighborhood with the Wainwright Property, which properties are known as:

Benjamin Rosenstad & Jane Lubowitz	220 Stuyvesant Avenue, Rye NY
Kevin J Kelly & Janet A Brody	210 Stuyvesant Avenue, Rye NY
John S & Alexandra Galantic	230 Stuyvesant Avenue, Rye NY
Thomas R Shepard III & Margaret O'Neil	130 Stuyvesant Avenue, Rye NY
Declan P Quirke & Karen B Murphy	150 Stuyvesant Avenue, Rye NY
The Mundinger Paul –Trust	200 Stuyvesant Avenue, Rye NY
Robert L. Alexander Revocable Trust and Elizabeth C. Alexander Revocable Trust	290 & 300 Stuyvesant Avenue, Rye NY

NATURE OF THE ACTION

4. This Article 78 proceeding is necessitated by the Planning Commission's unlawful approval of Wainwright' Applications seeking Site Plan Approval and Wetlands Approval for the use of its residential property as a commercial venue.

SUMMARY OF THE ARGUMENTS

5. The Planning Commission's approval of Wainwright' applications were unlawful, in summary, for the following reasons:

- a. Each Approval Resolution was adopted prior to the adoption of a Negative Declaration under the State Environmental Quality Review Act ("SEQRA"), rendering any action taken by the Commission on the applications null and void;
- b. Each Approval Resolution was reviewed and adopted on the premise that they were the continuation of existing, valid approvals, but each previous approval had lapsed according to its terms, and the Applications ought to have been reviewed as *de novo* applications with no previously established record;
- c. Each Approval Resolution was adopted without substantial evidence in the record

supporting the Planning Commission's decision, in that there was no proof in evidentiary form on the record which sufficiently supported either application;

d. Under the City Code, the use proposed is a "Use Permitted Pursuant to Additional Standards and Requirements," which additional standards and requirements were never discussed on the record;

e. Under the City Code, the use proposed is a "Use Permitted Pursuant to Additional Standards and Requirements," which additional standards and requirements were not met; and

f. The Planning Commission's actions were ultra vires in that it was tantamount to a re-zoning, which is the prerogative of the legislative body.

REQUEST FOR RELIEF

6. In light of the foregoing, and as discussed in the accompanying Affidavit of Robert Alexander, it is respectfully submitted that Petitioners are entitled to an Order and Judgment:

a. Annuling and setting aside the Planning Commission's approval of the Wainwright' Applications;

b. Remanding the Applications to the Planning Commission for the specific purpose of compelling the Planning Board's denial of the Applications; and

c. Granting to Petitioners such other, further and different relief that the Court deems just and proper.

FACTUAL BACKGROUND

7. On March 22, 2011, Wainwright obtained approval from the Planning Commission in Resolution No. 04-2011 ("2011 Approval") to install and use of a seasonal tent for wedding and non-wedding events each season (Exhibit A).

8. The 2011 Approval had an expiration date of October 1, 2016.

9. On April 17, 2015, Wainwright submitted a request for Modification and Extension of Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency, located at 260 Stuyvesant Avenue (the "2015 Approval") (Exhibit B).
10. The 2015 Approval granted by the Planning Commission expired on October 30, 2021.
11. The 2015 Approval required that an application to renew that Approval was required to be submitted by October 30, 2020 ("Application Deadline").
12. On March 8, 2021, five (5) months after the expiration of the Application Deadline, Wainwright submitted a letter and application material seeking a five-year extension of the 2015 Approval (the "2021 Application").
13. Although Wainwright made this application after the Application Deadline, in its application materials, Wainwright suggested that the application was a "continuation" of previous approvals. (See, Applications in Exhibit C).
14. Wainwright requested that the new Approvals sought be subject to the same conditions and restrictions as the 2015 Approvals, and claimed that there were no new facts or circumstances which should alter such approval or conditions, even though the application was made late and the request asked for an expanded program of events.¹ (See, *id.*, Applications in Exhibit C).
15. On April 10, 2021, the Commission conducted a site walk of the applicant's property and reviewed surrounding area.
16. On April 13, 2021, the Commission set a public hearing for its April 27, 2021 meeting, which had to be re-set for May 11, 2021, due to a notice deficiency.

¹ Wainwright sought the following additional relief in its 2021 Application:

- Amend Condition 1 of the 2015 Approval to allow for an additional 5 tented wedding events with amplified music (bringing the total wedding events to 15) and to allow 4 non-wedding cultural or community events with amplified music;
- Amend Condition 2 of the 2015 Approval to allow weddings to extend to the end of October, but excluding the Columbus Day weekend; and
- Amend Condition 3 of the 2015 Approval to require the tent to be removed after the last weekend in October.

17. The public hearing on this matter was held and closed on May 11, 2021.
18. The Planning Commission did rely upon, and re-affirmed, the findings supporting the granting of the 2011 and 2015 Approvals, despite the fact that the previous approvals had expired in virtue of the Application Deadline being missed.
19. The lapsing of the previous approval, and the need to sever the record, is further pointed up by the fact that the 2021 Approval was not filed in the City Clerk's Office until November 22, 2021, by which time not only had the Application Deadline passed, but the effective date of the 2015 Approval had passed.
20. On September 14, 2021, the Planning Commission approved the Site Plan and Wetlands Applications ("2021 Approvals")(Exhibit D).
21. In each 2021 Approval, the Planning Commission stated that it "re-affirmed the findings in Resolution No. 04-2011 and Resolution No. 15-2015," which are incorporated herein by reference."
22. A review of those previous Approvals will also, by the way, show that no substantial evidence was cited by those previous Commissions in their approval resolutions, either.
23. The Planning Commission, despite the fact that the previous approvals had expired in virtue of the Application Deadline being missed, cited no new or changed circumstances of the neighborhood or the new impacts brought to its attention by the Neighbor Petitioners.
24. In each 2021 Approval, the Planning Commission stated that "after considering" and relying upon "the analysis and findings in the Negative Declaration Resolution Number 14-2021 (Negative Declaration, Exhibit E), it resolved to approve the Application.
25. This is not a true statement.
26. The Negative Declaration was in fact reviewed, considered, and adopted after the adoption of the Approval Resolutions. This is a plain violation of the State Environmental Quality Review Act ("SEQRA"), found in ECL §8 *et seq*, and elaborated in § 617.3(a) of the NYCRR. SEQRA is a strict construction statute, and the adoption of the Approval Resolutions out of sequence with SEQRA is a fatal flaw for the City and

Wainwright.

LEGAL STANDARDS

27. There are essentially two bodies of law to be considered in considering whether the record in this matter supported the decision of the Planning Commission. The first is the statutory and case law interpreting the authority of administrative agencies such as the Planning Commission; the second is the City of Rye Code, which establishes the criteria under which applications for uses with additional standards may be granted.

28. In the instance case, both bodies of law require the nullification of the Planning Commission's decisions.

The Exercise of the Planning Commission's Discretion

29. Upon information and belief, the Planning Commission is the municipal board of the City of Rye (the "City") charged with duties specifically set forth in the Code of the City of Rye (the "Code") and applicable provisions of the New York State City Law (the "City Law").

30. The Planning Commission has no inherent power to enact or enforce zoning or land use regulations.

31. Instead, the Planning Commission exercises its authority solely by legislative grant and, in the absence of legislative delegation of power, its actions are *ultra vires* and void.

32. As a discretionary approval body, its decisions must be supported by substantial evidence in the record, and must articulate the rational basis for its decisions based upon that record, failing which, the decision will be deemed arbitrary and capricious.

33. The Planning Commission lays out in the Approval Resolutions its "basis" for the approvals. The recitation is brief, as it must be, because there is no substantial record to draw from. What is cited rings hollow, to wit:

- "WHEREAS, both Congress and the Courts have broadened the definition of religious exercise; and
- WHEREAS, with the adoption of the Religious Land Use and Institutionalized Persons Act (RLUIPA), Congress' intent was to construe religious exercise "to the maximum extent permitted by the terms of this chapter and the Constitution." 42 U.S.C. 2000cc(a)(1).
- WHEREAS, under RLUIPA, religious exercise is defined as "any exercise of religion, whether or not compelled by, or central to, a system of religious belief." 2000cc-5(c)(7)A); and
- WHEREAS, the City has required the applicant to undergo the normal land use process that every other secular land use applicant must go in the R-1 zoning district and such process is not a substantial burden...
- WHEREAS, the Commission reviewed and discussed the matter at its May 27, 2021 meeting and encouraged the applicant to work with area neighbors to address concerns regarding the application...
- WHEREAS, public comment both oral and written was reviewed and considered by the Planning Commission and is incorporated as part of the official record of this application; and
- WHEREAS, the record includes letters and comments both supporting and objecting to the application; and
- WHEREAS, in an August 9, 2021 letter to the Planning Commission, the applicant, after speaking with the neighbors, agreed to reduce its request from a 5-year permit to a 3-year permit..." (See, Exhibit ___, 2021 Approval)

34. That is the entirety of the support outlined in the Approval Resolutions. The failure of these broad assertions to rationally support the Commission's decision will be set forth in distinct allegations below.

The RLUIPA Red Herring

35. As is readily apparent, the first set of "justifying" statements are merely restatements of the federal RLUIPA statute and interpretive case law, and, while a religious use would be entitled to rely upon the statute, there is no evidence in the record, or pointed to in the resolution, upon which the Commission makes its finding that Wainwright is a religious institution. That is a fatal flaw.

36. Even if there were some evidence construed to support this claim in the record, it is still fatal to the Approval that it is not relied upon by the Commission in its approval.

37. To the extent that the City or Wainwright, in answer to this Petition, seek to make a showing of the religious nature of Wainwright House's proposed uses, such a showing would be outside the Record before the Commission at the time its decision was made, and outside the "facts" cited by the Commission

in drawing its conclusion on this point.

38. Moreover, there are serious questions as to whether Wainwright House is, in fact, a religious institution entitled to such protection.

39. While its original establishment and present governing documents memorialize an initial set of core values rooted in Christian temperance, in practice it seems to expressly deny any religious affiliation or creed, and its operation, as evidenced by Wainwright's own statements on the record, has become essentially that of a commercial rental facility and catering hall.

40. Indeed, Wainwright only seems to claim its "religious" pedigree when it is useful in securing approval for its commercial activity.

41. A review of the Record by the Court will show that the only proffers made on the religious use question in this matter were advanced by opponents of the project (including but not limited to, Petitioners herein), and the Veneziano firm on their behalf (Exhibit F). Wainwright ignored the issue. See, Exhibit G, the Minutes of meetings at which the Wainwright matter was considered, where no discussion of the "religious" nature of the operation will be found.

42. In the proffers of our firm and the Petitioners during the public process, it was pointed out that Wainwright never advanced a religious use argument on the record, that the purpose and intent of the Wainwright House to operate as modest "parish house" but that mission had now broadened to include a broad range of commercial and club-like events unrelated to its current or past mission, and that the real justification for the approvals was merely that Wainwright relied on the income to remain viable. Exhibit F, Veneziano Submissions)

43. We also pointed out, on the record, and without any counter from Wainwright, that the best test of whether the Wainwright House is a religious institution is to refer to the special conditions set forth in the Rye Code for making such a determination, and, as we shall establish decisively below, Wainwright cannot meet any standard set forth in the Code for such a use. (*Id.*)

44. Finally on this point, the mere restatement of statutory law or case law does not “create” the record necessary to cover the action under those legal umbrellas. These statements are self-serving recitations of legal standards meant to create the impression that the Commission developed or reviewed a record on this point, when in fact, despite numerous written submissions by this firm on behalf of the Petitioners pointing out that no such record had been made, the Commission and Wainwright simply did not press the point. (*Id.*)

Non-Compliance with SEQRA

45. As set forth above, the Negative Declaration was in fact reviewed, considered, and adopted after the adoption of the Approval Resolutions. This is a plain violation of SEQRA, as noted above. SEQRA is a strict construction statute, and the adoption of Approval Resolutions prior to the conclusion of SEQRA is a fatal flaw for the City and Wainwright. Affiants Robert Alexander and attorney Joseph Eriole, Esq. were both in attendance that evening, and each attest to the fact that the SEQRA Negative Declaration had not been adopted when the 2021 Approvals were voted upon.

46. It is telling that this sequence of events is not reflected in the Minutes recorded for the September 14, 2021 Meeting.

47. The Approval Resolutions were therefore both adopted without a SEQRA determination being on the record.

48. It is also noted that there was no review of Wainwrights’ Environmental Assessment Form reflected in the Minutes.

49. The failure to comply with SEQRA is a fatal flaw and is grounds for remand at the very least.²

² “No agency involved in an action may undertake, fund or approve the action until it has complied with the provisions of SEQRA.” 6 N.Y.C.R.R. §617.3(a). The “purpose of SEQRA is to assure the preparation and availability of an environmental impact statement at the time any significant authorization is granted for a specific proposal.” *Tri-County Taxpayers Assoc. v. Town Board of Queensbury*, 55 N.Y.2d 41, 46-7, 447 N.Y.S.2d 699, 701 (1982). “[C]ompliance with SEQRA must occur before the agency acts; after-the-fact compliance is of no avail.” *DiVeronica v. Arsenault*, 124 A.D.2d 442, 507 N.Y.S.2d 541, 543 (3d Dep’t 1986). Thus, before an agency can make a “significant authorization” for an “action,” it must have before it a valid negative declaration that the proposal will not have a significant environmental impact. *Devitt v. Heimbach*, 58 N.Y.2d 925, 460 N.Y.S.2d 512 (1983). Otherwise, the action is invalid. *Tri-County Taxpayers Assoc. v. Town Board of Queensbury*, 55 N.Y.2d 41, 447 N.Y.S.2d 699 (1982); *Briody v. Village of Lewiston*, 188 A.D.2d 1017, 591 N.Y.S.2d 1017 (4th Dep’t 1992), app. den’d 81 N.Y.2d 710, 600 N.Y.S.2d 197 (1993).

With Respect to the Record

50. To the extent that the deficiency of the Record herein is alleged, we note that the City will be required to produce the certified Record herein, and we will detail with greater specificity the deficiencies and references made in these and other papers in our Reply. Any allegation herein with respect to the Record is therefore made without prejudice to our opportunity to clarify, correct or make further reference to the Record.

There is No Prior Record Supporting the Decision

51. The 2015 Approval had lapsed on the basis that one of its express conditions (the requirement to apply for renewal had passed at the time of its 2021 Applications, and the time period during which the 2015 Approvals continued (October 2021) had expired by the time the 2021 Approval Resolutions were filed with the City Clerk (November 22, 2021). (Exhibit E).

52. Therefore, no part of the record upon which the City claims to have relied in arriving at its conclusion can be considered in granting the 2021 Approval.

53. Wainwright neither presented nor was required to submit updated information on the manner in which their proposed use met the special conditions by which the use could be justified.

There is No Current Record Supporting the Decision

54. The City drew the unsubstantiated conclusion that "the Applicant's use of the property is permitted under the City's zoning and land use regulations as a religious use" (See, Exhibit E, 2021 Approval Resolution).

55. Like the unsubstantiated conclusion that RLUIPA justified the Planning Commission's action, this conclusion is merely a self-serving legal conclusion clearly designed to give the impression that the City Code had been considered, but, in fact, nowhere in the 2021 Approval Resolution is that proffer of "religious use" supported.

56. Returning to the two sections of the Code where a potential religious use may be allowed in a

residential zone, Wainwright House's applications were approved on the premise of operating a "use permitted subject to additional standards and requirements"

57. The list of uses permitted subject to conditions is set forth in the Rye City Code at § 197-86.

58. The two religious uses recognized within the zoning district are the "religious headquarters" use and the "religious institution" use. Wainwright is neither.

Wainwright is on Too Small a Lot to be a "Religious Headquarters"

59. The "religious headquarters" categorization requires a parcel size of at least 20 acres. Upon information and belief, Wainwright's parcel at 270 Stuyvesant is 2.16 acres and its parcel at 260 Stuyvesant is 2.82 acres. Wainwright House cannot qualify.

Wainwright is not a "Church or Place of Worship"

60. Closer examination of the Code makes the "religious institution" claim yet more remote.

61. The "religious uses" categorization expressly incorporates the practice of religious worship at the location ("Churches and other places of religious worship.")

62. As noted above, Wainwright seems to make a point of being an "irreligious" use, except and until it needs to shoehorn the religious use into an approval.

63. Tellingly, Wainwright has never advanced any factual argument for the consistency of its proposed uses with the religious special use permit under which the City Attorney has confirmed they are operating (March 30, 2021). In the context of this Commission's legal standard of review in considering this application, this must be characterized as a lack of substantial evidence in the record supporting the issuance of the special permit.

64. Wainwright's record consists essentially of some public sentiment on their side and a description of proposed uses which they argue is consistent with previously issued special permits. They do not engage meaningfully in the discussion of whether they continue to be the religious use under which the special permit has traditionally been granted, or whether the neighborhood circumstances and character have

changed to become more or less consistent with the proposed uses.

65. Reference to Exhibit G, the Minutes of each meeting at which Wainwright's application was considered, shows the paucity of any record by Wainwright on these necessary points of law and fact.

66. In order to categorize Wainwright's use as a religious institution based upon Wainwright's casual references to the contemplative or spiritual aspects of some of their programming, the Court would open the door to any home in which grace was said at dinner or the residents occasionally engaged in meditation with their houseguests could qualify as a church.

67. On the other hand, Petitioners submitted substantial evidence to establish that Wainwright House is not a religious use.

68. When Fonrose Wainwright Condict petitioned the City in a letter dated May 8th, 1951 she said:

"Your petitioner, Fonrose Wainwright Condict, is considering giving said premises...to ... the "Layman's Movement," to be used by it as a home where men may meet to consider and strive to carry out the purpose of the Laymen's Movement...

This home is not to be used as a church, but it will be used as a place of worship from time to time. [It] will be used by much smaller groups of people than would a parish house....running from 10 to 20 persons.

There will be no outward appearance of its being used for any purpose substantially different from the uses for which a private house ...might be expected to be used. (emphasis added).

69. The City granted approval on May 8th, 1951 with conditions:

"The approval of this Commission for the granting of a permit for the use of said premises, as herein described, and relates only to this use of said premises by the applicants herein..." (emphasis added) (see, Exhibit D4)

70. As can be readily apprehended, neither the original application for land use entitlements, nor the approval first granted, conceived of a religious institution which would become a host site for any large commercial event that sought to book it.

71. Today, Wainwright's self-professed mission seems almost to emphasize its non-denominational, broad and secular thrust. Upon a visit to their website at <https://www.wainwright.org/a-mansion-with-a-mission>, one can read this current statement of Wainwright's purpose:

"For almost 70 years, Wainwright House has been the site of hundreds of conferences, meetings and classes in a variety of disciplines..." Upon her death in 1983, Fonrose Wainwright Condict donated the Wainwright House to be used for the continuation of her mission. At the time, it was known as the Wainwright House Center for the Development of Human Potential. Today, Wainwright House plays host to a variety of social and corporate events... The facilities include three buildings with meeting rooms, dining rooms, a meditation room, library, and solarium; as well as ...lodging for programs and retreats. ...Wainwright House is proud to be the oldest non-profit, non-sectarian holistic learning center in the United States." (*emphasis added*).

72. These are Wainwright's own words. It is evident that, while Wainwright may have been inspired by an interest in preserving Christian moral virtues and temperance, those characteristics were focused not on religious exercise, but on building such moral character in the workplace, i.e., the secular sphere. Into the present day, at best it might be characterized as an educational and conference center.

The Use is Not Permitted; The Planning Commission's Action is Ultra Vires

73. Wainwright House is located in a residential zone.

74. The Code allows for a religious use in a residential zone under two circumstances:

- (1) a religious headquarters, or
- (2) a church or place of worship.

75. If one of these criteria cannot be met, then Wainwright is not even eligible for the "use subject to special conditions" under which it was approved. It is simply an illegal use. And its approval by the Planning Commission becomes an ultra vires action outside its jurisdiction, by permitting an unlawful use. That is a power reserved to the legislative body, and under some circumstances, delegated to the Zoning Board of Appeals.

76. The Court should note that prior to making the instant applications to the Planning Commission, Wainwright had attempted to have its property re-zoned to allow for the uses it seeks to legalize in these

applications.

77. That history is part of this record, as we submitted it for incorporation. *Wainwright knows it is operating outside the lawful limits of the Code.* (Exhibit F3, Veneziano Letters)

78. The City Council did not entertain the petition. This failed attempt not only shows that Wainwright knows itself to be operating outside of the law, but it also undermines its argument before the City Council and this Commission that nearby uses such as social and recreational clubs are no more intense uses than they now propose.

79. This "argument" ignores the fundamental fact that those clubs are in zoning districts where such uses are expressly allowed. In addition those clubs, such as the Shenorock Shore Club and Covaleigh are substantially larger than the Wainwright parcel, a fact which is easily verified by your Assessor. Residents bought houses relying upon the known proximity and intensity of existing club uses on parcels zoned and sized for that purpose.

80. Further, over the last 25 years, the City of Rye has authorized development of a number of residential properties, ranging in price from \$1 million-\$10 million, within 3 miles of this site. This area of Rye is increasingly defined by high end, exclusive residential living. These facts make all of the commercialization of the Wainwright house more inconsistent with the character of the area.

81. Contrary to the casual references of Wainwright and its supporters to the notion that this property is situated no differently than numerous private clubs nearby, it is actually not similar in size, purpose, zoning designation, and, it is in an area becoming more residential in character, not less.

82. For these and other reasons, the City Council did not choose to change Wainwright House's zoning designation. This Commission cannot, and should not, usurp the Legislative prerogative by granting a special permit as an "end-run" around the Zoning Code.

The Planning Commission Expressly Establishes its Ultra Vires Usurpation of the Legislative Zoning Prerogative

83. The Commission set forth in its unlawful, post-approval Negative Declaration Resolution, a virtual hornbook description of a discretionary approval which usurps legislative authority and is tantamount to a zoning change.

84. In its Negative Declaration Resolution, the City sets forth among its Findings its conclusion that the approval should be granted and impacts deemed mitigated because the Commission concludes the proposed Wainwright use to be compatible with uses in another zoning district! In other words, it concludes that since the Wainwright House use would be at home in a different, but nearby zoning district, it should be allowed in this residential district.

85. That reasoning is the sort that might be appropriated for a legislative body to consider under the review of a re-zoning petition, but it is not the sort of reasoning that can lawfully be applied to the discretionary decision making power of a Planning Commission whose authority is circumscribed by the express grant of authority pursuant to the City Law.

86. The Court will note these SEQRA Findings of the Commission:

Impact on Community Character

The Planning Commission has reviewed the use of the property with a purposeful eye on the impacts to the community, including noise and traffic concerns raised by residents. The Planning Commission notes that ***although Wainwright House is located in an R-1 Single-Family Residence District on Milton Point, it is in an area that includes both single-family residential and membership club uses.*** Opposite the property on the east side of Stuyvesant Avenue is the Coveleigh Club. Further south on Stuyvesant Avenue are the Shenerock Shore Club and the American Yacht Club. Prior to 1991, these clubs were located in the City's R-1 District until the zoning district designation was changed to the Membership Club District as recommended in the City's Local Waterfront Revitalization Program (LWRP). ***These clubs are permitted uses*** and can generate potentially disruptive levels of noise, traffic and outdoor activities during the same period that Wainwright House uses its seasonal tent. Clearly, the land use context is not one of an exclusively residential area. ***(emphasis added)***

87. It is submitted that this language, adopted by the Planning Commission in its own words, establishes that its approval was based in large part on its judgment that the Wainwright use was an appropriate use not in its present zoning district, but in a neighboring district, as if that conferred on the Planning Board

the power to render such a use permissible.

88. This reasoning would be unlawful in any event, but it is especially egregious where the legislative body of the City had expressly declined to entertain a previous petition for exactly that rezoning!

89. Moreover, we submit that the Record does not establish sufficient grounds for such a conclusion, even if it were appropriate to cite it. The Record establishes this district as a clearly estate-based, residential district, and establishes that historically even the Wainwright House was contemplated to remain in just that character notwithstanding its broader mission. *See allegations in paragraphs 65 – 70 above.*

There is no Support for the Satisfaction of the General Criteria for Special Uses

90. In addition to the specific standards relevant to a religious use, there are a number of general criteria for approving special uses in the residential district, as to which Wainwright has also made no substantial evidentiary proffer.

91. At §197-10 Uses permitted subject to additional standards and requirements, the uses indicated in Column 2 of the Table of Regulations include:

- **Code:** In a residential district the proposed use will serve a community need or convenience.
 - **Record:** *Review of the minutes and public comment (The closest anyone gets to making this case is in numerous statements that very pleasant events are held there, and that for people who don't belong to private clubs, Wainwright serves as a public club. But, this actually helps make our case – proponents of the Wainwright Approvals see it as a club, which is expressly disallowed in the zone. There are large clubs in the vicinity which operate under entirely different and protective criteria. Moreover, the Planning Commission does not rely upon or cite any aspect of the record to support that this criteria has been met. When the City produces the entire certified Record herein, we will point out in Reply the nature of these immaterial "supporting" public comments. It is also important to note that the Commission does not point to the statements made to try to support the satisfaction of this criteria; likely in recognition that such statements are immaterial on the matter, they are neither relied upon by the Commission, nor do they go beyond statements that efforts will be made to limit the disturbances to certain hours.*
- **Code:** The proposed use will be appropriate in the proposed location and will have no material adverse effect on existing or prospective conforming development, and the proposed site is adequate in size for the use.

- **Record:** *There is ample evidence to the contrary on this point in the record, and, as noted above, and the statements made to try to support the satisfaction of this criteria are neither relied upon by the Commission, nor do they go beyond statements that efforts will be made to limit the disturbances to certain hours.*
- **Code:** The proposed use will be provided with adequate off-street parking to meet its needs, properly screened from adjoining residential uses, and entrance and exit drives are to be laid out to minimize traffic hazards and nuisance.
 - **Record:** *The same type of broad and unsubstantiated statements as to parking controls are in the record, but there are no hard data or even experiential studies of current conditions as to parking for these events.*
- **Code:** The potential generation of traffic will be within the reasonable capacity of the existing or planned streets and highways providing access to the site.
 - **Record:** *See immediately above.*

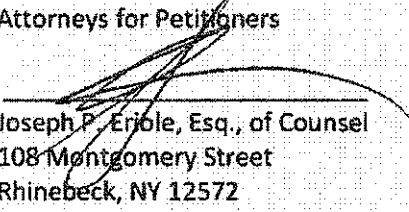
Request for Relief

92. The Planning Board exceeded the powers granted to it by law herein.
93. The Planning Board's approval of Wainwright's 2021 Applications was and is unconstitutional, *ultra vires* and void.
94. The Planning Board's approval of Wainwright's 2021 Applications was and is not supported by the record.
95. The Planning Board's approval of Wainwright's 2021 Applications was and is arbitrary and capricious.
96. In fact, the record confirms that the Planning Board failed to articulate any rational basis for its denial, as none exists.
97. No prior application for the relief sought herein has been made to this or any other Court.
98. The Petitioner has no adequate remedy at law.
99. For the foregoing reasons, and upon all papers previously or hereafter to be had herein, an Order is sought granting the following relief with respect to the Planning Commission's approval of Wainwright's Applications:
 - a. Annulling and setting aside the Planning Commission's approval of the Wainwright' Applications;
 - b. Remanding the Applications to the Planning Commission for the specific purpose of compelling the Planning Board's denial of the Applications; and

c. Granting to Petitioners such other, further and different relief that the Court deems just and proper.

Dated: Rhinebeck, New York
December 21, 2021 Yours, etc.

VENEZIANO & ASSOCIATES
Attorneys for Petitioners



Joseph P. Erjole, Esq., of Counsel
108 Montgomery Street
Rhinebeck, NY 12572

To: Planning Commission
City of Rye
1051 Boston Post Rd.
Rye, NY 10580

To: Wainwright House, Inc.
260 Stuyvesant Avenue
Rye NY 10580

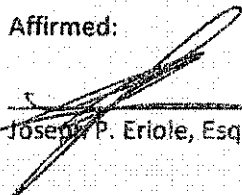
VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

JOSEPH P. ERIOLE, being duly sworn, deposes and says:

1. I am of counsel to the firm of VENEZIANO & ASSOCIATES, attorneys for Petitioners.
2. I am an attorney, duly licensed to practice law in the State of New York, and a duly licensed notary public.
3. I am fully and personally familiar with all the facts and circumstances and the pleadings and the proceedings heretofore had herein. I have read all of the allegations of the Verified Petition and I believe said allegations to be true and correct, and as to these allegations and any allegations asserted upon information and belief, I believe the same to be true and correct based upon the books and records in Petitioner's possession, custody and control.
4. I have also consulted with the Petitioners, who know the contents herein.
5. The reason this Verification is made by me is that I have personal knowledge of all of the material allegations contained in the Verified Petition, and my offices are located outside the County in which the Petitioners reside.

Affirmed:



Joseph P. Eriole, Esq.

SUPREME COURT STATE OF NEW YORK	COUNTY OF WESTCHESTER
<p>Robert L. Alexander & Elizabeth C. Alexander, Trustees, as Trustees of the Robert L. Alexander Revocable Trust and Elizabeth C. Alexander Revocable Trusts, The Munding Paul -Trust, Benjamin Rosenstad & Jane Lubowitz, Kevin J Kelly & Janet A Brody, John S. Galantic & Alexandra Galantic</p> <p>Petitioners,</p> <p>v.</p> <p>City of Rye Planning Commission, and Wainwright House, Inc.,</p> <p>Respondents.</p>	<p>Index No. _____</p> <p>VERIFIED PETITION</p> <p>Plaintiffs designate Westchester County as the place of trial. The basis of venue is the residence of Plaintiffs</p>

Dated: Rhinebeck, New York
December 21, 2021 Yours, etc.

VENEZIANO & ASSOCIATES
Attorneys for Petitioners

Joseph P. Eriole, Esq., of Counsel
108 Montgomery Street
Rhinebeck, NY 12572

To: Planning Commission
City of Rye
1051 Boston Post Rd.
Rye, NY 10580

To: Wainwright House, Inc.
260 Stuyvesant Avenue
Rye NY 10580

<p>SUPREME COURT STATE OF NEW YORK</p>	<p>COUNTY OF WESTCHESTER</p>
<p>Robert L. Alexander & Elizabeth C. Alexander, Trustees, as Trustees of the Robert L. Alexander Revocable Trust and Elizabeth C. Alexander Revocable Trusts, The Munding Paul -Trust, Benjamin Rosenstad & Jane Lubowitz, Kevin J Kelly & Janet A Brody, John S. Galantic & Alexandra Galantic, Thomas R. Shepard III & Margaret O'Neil, and Declan P. Quirke & Karen B. Murphy,</p> <p>Petitioners,</p> <p>v.</p> <p>City of Rye Planning Commission, and Wainwright House, Inc.,</p> <p>Respondents.</p>	<p>Index No. _____</p> <p>PETITIONER'S AFFIDAVIT</p> <p>Plaintiffs designate Westchester County as the place of trial. The basis of venue is the residence of Plaintiffs</p>

ROBERT L. ALEXANDER, being duly sworn, depose and say, upon personal knowledge, that:

1. I am a Petitioner in the captioned proceeding. I am an owner of 290 & 300 Stuyvesant Avenue, Rye NY.
2. I allege upon personal knowledge that the decision of the Planning Commission of the City of Rye with respect to the application of Wainwright House for Modification of Final Site Plan Use Permitted Subject to Additional Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency Determination was not based upon substantive evidence in the record before it, and/or was arbitrary and capricious, upon the record made and to be produced in Answer to the Petition of my attorney, Joseph P. Eriole, Esq., and I affirm the facts affirmed therein.
3. The Planning Commission adopted its Resolutions approving the Modification of Final Site Plan Use Permitted Subject to Additional Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency Determination prior to adopting its Resolution adopting a Negative Declaration under SEQRA.

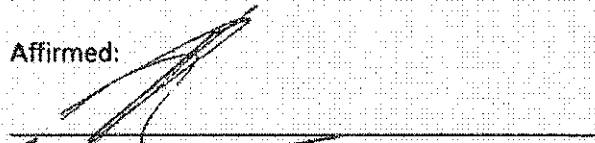
VERIFICATION & ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

JOSEPH P. ERIOLE, being duly sworn, deposes and says:

- 1. I am of counsel to the firm of VENEZIANO & ASSOCIATES, attorneys for Petitioners.
- 2. I am an attorney, duly licensed to practice law in the State of New York, and a duly licensed notary public.
- 3. I have also consulted with the Affiant, ROBERT L. ALEXANDER, who has sworn to me upon personal knowledge, that the statements herein are true, or, to the extent any statement is made upon information and belief, they believe them to be true.
- 4. The reason this Verification is made by me is that my offices are located outside the County in which the affiant resides.

Affirmed:



Joseph P. Eriole, Esq.

EXHIBIT A

Nick Everett, Chairman
Martha Mouserrate, Vice Chair
Barbara Cummings
Carolyn Cunningham
Hugh Greenman
Peter Jovanovich
Peter Larr



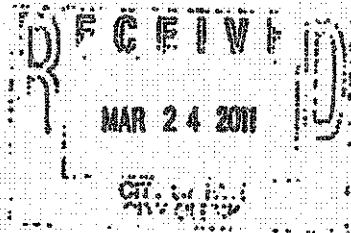
Planning Department
1051 Boston Post Road
Rye, New York 10580
Tel: (914) 967-7167
Fax: (914) 967-7185
www.ryenyc.gov

CITY OF RYE
Planning Commission

Resolution

No. 04-2011

Application Name:	Wainwright House Seasonal Tents
Approvals:	Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency Determination
Application Number:	SP#317 and WP#280
Project Description:	Installation of three seasonal tents
Street Address:	260 Stuyvesant Avenue
Tax Map Designation:	Sheet: 153.18 Block: 1 Lot: 1
Approval Date:	March 22, 2011
Expiration Date:	October 1, 2016




WHEREAS, on March 19, 2010 (and amended on May 26, 2010), Wainwright House, Inc. (hereinafter "Applicant") submitted an application for Final Site Plan, Use Permitted Subject to Additional Standards and Requirements and Wetland and Watercourses Approval for a property, located at 260 Stuyvesant Avenue; and

WHEREAS, the drawing submitted in connection with the application is titled, *Property of Wainwright House, Inc., 250, 260 and 270 Stuyvesant Ave. Rye, NY, Site Plan*, prepared by Ahneman Kirby, LLC, originally dated April 13, 2007 and last revised March 14, 2011; and

WHEREAS, the application involves a request to continue to use the rear yard of the existing Wainwright House property for the seasonal installation of three exterior tents; and

WHEREAS, the property is known on the Rye City Tax Map as Sheet 153.18, Block 1, Lot 1, and is located in a R-1 One-Family District, a "C" City of Rye Parking District, a Wetlands and Watercourses Buffer Area; and appears to be located in a "X" and "VE" Federally designated Flood Insurance Rate Zones; and

WHEREAS, on May 3, 1951 the Planning Commission recommended that the City Council approve the use of the subject property for use by "The Laymens Movement for a Christian


Applicant Signature
Carol Perry
as President, Wainwright Bond

4-5-2011
Date

Wainwright House Seasonal Tents (SP#317 and WP#230)
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World, Inc.", which in 1982 merged with Wainwright House to become Wainwright House, Inc.;
and

WHEREAS, other than a wetland and watercourses permit approved by the Planning Commission on June 24, 2008 for the repair of a seawall and the installation of steps and a fence, the only review of the subject property by the Planning Commission was the foregoing approval in 1951; and

WHEREAS, seasonal tents have been used by the applicant for weddings and other events on a seasonal basis for a number of years, but did not receive approval from the Planning Commission, Board of Appeals, City Council or other City Board or Commission; and

WHEREAS, in 2008, 2009 and 2010 the Building Inspector required the issuance of a City building permit for the seasonal tents to confirm their proper installation; and

WHEREAS, the application was submitted by the applicant at the request of the Rye City Building Inspector, which determined in 2010 that seasonal tents are a permitted use in the R-1 District, but that such tents require approval from the Rye City Planning Commission pursuant to §197-7 and §197-10 of the Rye City Code; and


WHEREAS, the seasonal tents in the application are for weddings and other events and have been used for that purpose for at least ten years in the exact location as shown in the application; and

WHEREAS, at its December 14, 2010 meeting the Planning Commission advised the applicant that the three seasonal tents are located in a coastal zone area as delineated in the City of Rye Local Waterfront Revitalization Program (LWRP) and subject to the requirements of Chapter 73, *Coastal Zone Management*, of the Rye City Code and are considered an Unlisted Action pursuant to the New York State Environmental Quality Review Act (SEQRA); and

WHEREAS, on January 4, 2011, the applicant submitted a LWRP Coastal Consistency Application and Coastal Assessment Form; and

WHEREAS, in its submission to the Planning Commission the applicant has stated a willingness to be subject to restrictions imposed by the Planning Commission on its use of the seasonal tents, except for 2011 for which the applicant is contractually obligated to third parties to provide for use of the tents; and

WHEREAS, the application and plan were referred to the Conservation Commission/Advisory Council (hereinafter "CC/AC") for their review and recommendation; and


Applicant Signature
as President, Wainwright House

4-5-2011
Date

Wainwright House Seasonal Tents (SP#317 and WF#280)
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WHEREAS, the CCIAC noted in its April 13, 2010 letter to the Planning Commission that they found the application "acceptable" subject to the Planning Department verifying that the tents are in the same size as approved in previous years and that water run-off and mitigation be considered for the wetland buffer encroachment; and

WHEREAS, the application and plans were referred to the Board of Architectural Review (hereinafter "BAR") for their review and recommendation; and

WHEREAS, a duly noticed public hearing was held on October 12, 2010 and all members of the public wishing to be heard were given the opportunity to be heard; and

WHEREAS, the public hearing was continued to the Planning Commission's October 26, 2010 meeting which the applicant requested and was granted an adjournment of the matter to the Commission's next meeting; and

WHEREAS, the public hearing was continued to the Planning Commission's November 16, 2010 meeting, which the applicant requested and was granted an adjournment of the matter to the Commission's next meeting; and

WHEREAS, the public hearing was continued to the Planning Commission's December 14, 2010 meeting and all members of the public wishing to be heard were given the opportunity to be heard; and


WHEREAS, the public hearing was continued to the Planning Commission's January 11, 2011 meeting for which the applicant requested an adjournment of the matter, but such adjournment was not granted and the duly noticed public hearing was conducted and all members of the public wishing to be heard were given the opportunity to be heard; and

WHEREAS, the public hearing was continued to the Planning Commission's February 1, 2011 and all members of the public wishing to be heard were given the opportunity to be heard; and

WHEREAS, the public hearing was continued to the Planning Commission's February 15, 2011 and all members of the public wishing to be heard were given the opportunity to be heard; and

WHEREAS, the public hearing was closed on February 15, 2011; and

WHEREAS, on March 5, 2011, the Planning Commission inspected and reviewed the site and surrounding area; and


Applicant Signature
Carl R. Wainwright
pr:new planner 2011/resolutions/2011 res/res 04-2011 sp317.doc

4-5-2011
Date

Wainwright House Seasonal Tents (SP#317 and WP#280)
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 March 22, 2010
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WHEREAS, a Short Environmental Assessment Form dated March 3, 2010, was submitted by the Applicant and reviewed by the Planning Commission; and

WHEREAS, at its December 14, 2010 meeting, the Planning Commission determined that the action is an Unlisted Action pursuant to the New York State Environmental Quality Review Act (SEQRA); and


NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission has given due consideration to the criteria listed §197-10, *Uses Permitted Subject to Additional Standards and Requirements*, of the City Zoning Code and finds that the application is consistent with said criteria based on the following:

- (1) *In a residence district the proposed use will serve a community need or convenience.*

During the public hearing, the Commission received letters of support from residents, area not-for-profit organizations and other users groups expressing the need for Wainwright House to host a variety of events. Many also stated that for nearly 60 years Wainwright House has provided the community with spiritual programming. The applicant and others have stated that the wedding events provide revenue that is essential to sustaining Wainwright's mission, spiritual programming and capital needs. The applicant stated that it has been conducting weddings and other tented events for approximately 16 years. Based on information provided by the applicant, between 1999 and 2010 the number of tented weddings has ranged from as little as two in 2004 to as many as 32 in 2009. Between 1999 and 2006 there was on average 8 weddings per season. Between 2007 and 2010 the number of weddings more than tripled with an annual average of 27 weddings per season. The applicant has stated that every year since 1999 there were also approximately eight non-wedding tented events each year.

The record is abundant with comments from area residential neighbors and members of the public objecting to the noise, amplified music, disturbance and activity levels associated with tented weddings conducted by the applicant, but there was little objection to the non-wedding tented events without amplified music. The Commission agrees that the Wainwright House provides a community need, but that the number of tented weddings with amplified music should be limited to be more consistent with the character of the R-1 Residence District.

- (2) *The proposed use will be appropriate in the proposed location and will have no material adverse effect on existing or prospective conforming development, and the proposed site is adequate in size for the use.*


 Applicant Signature
 as President, Wainwright Council

4-5-2011
 Date


Wainwright House Seasonal Tents (SP#317 and WP#280)
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Wainwright House is located in an R-1 Single-Family Residence District on Milton Point in an area that includes both single-family residential and membership club uses. Generally opposite the property on the east side of Stuyvesant Avenue is the Coveleigh Club. Further south on Stuyvesant Avenue are the Shenorock Shore Club and the American Yacht Club. Prior to 1991, these clubs were located in the City's R-1 District until the zoning district designation was changed to the Membership Club District as recommended in the City's Local Waterfront Revitalization Program (LWRP). These clubs, like Wainwright House, are permitted uses and can generate potentially disruptive levels of noise, traffic and outdoor activities during the same period that Wainwright House uses its seasonal tents. Clearly, the land use context is not one of an exclusively residential area. These membership clubs have existed in the area for decades and have undergone a number of expansions and modifications approved by the Planning Commission to meet changing needs pursuant to the same standards and requirements of §197-10 as being considered for the subject application.

Preserving the residential character and integrity of the R-1 District is an obligation for the Commission when considering the appropriateness of the application under the standards and requirements of §197-10. Wainwright House owns two contiguous properties and has a total area of 5.1 acres; however the immediately abutting neighbors to the north and south are single-family residences. North of the applicant's property are exclusively single-family residences. Tented events and specifically weddings have been noted by many during the public hearing as being disruptive and inconsistent with the character of single-family use.

According to information provided by the applicant the tents have been previously installed for seven months from April to November. Most of the weddings occur from May to October. In 2010 there were 27 weekends during this period. In 2008, 2009 and 2010 there were 27, 32 and 28 weddings, respectively, not including the additional non-wedding tented events. Based on information provided by the applicant, this number results in an average of more than one wedding every weekend during a six-month period with an average number of 168 attendees. Weddings last many hours with activity extending into the late evening and early morning. Caterers and overnight guests generate noise and disturbances that are inconsistent with surrounding residential uses.

The applicant has stated that it has or will implement a number of provisions to reduce neighborhood impacts including noise attenuation measures, restrictions on the hours of tent use, use of off-duty police officers to manage traffic flow, mandating the use of buses for large events to reduce off-site parking impacts and other measures and operational restrictions. The Commission supports the applicant's implementation of


 Applicant Signature
 as President, Wainwright Board

4-5-2011
 Date

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these mitigation measures cited in its February 7, 2011 statement to the Planning Commission, but finds that they are not adequate to mitigate land use compatibility concerns¹. A restriction on the number of tented weddings and amplified music is the most effective mitigation measure and most practical to enforce.

The Commission finds that the number of seasonal tented weddings must be reduced to preserve the integrity of the R-1 District, minimize environmental and community character impacts as the Commission is required to consider pursuant to SEQRA and to operate in a manner that is consistent with the City's Coastal Zone Management policies. To that end, the Commission finds that the number of weddings should be limited to the number and conditions identified below. The number of tented weddings is less than recent years, but reasonable and consistent with the number of weddings Wainwright House provided prior to 2007. The Commission recognizes Wainwright's contractual commitments for weddings in 2011.


Applicant's Counsel has stated that Wainwright House is a religious and spiritual institution and that it is protected by laws that prohibit actions by the Commission that may impact its religious expression. Members of the public dispute whether Wainwright House is a religious institution and have questioned its tax-exempt status. The Commission does not have jurisdiction over these matters. It is considering the land use implications of a presumed permitted and zoning-compliant use and the reasonable needs of the applicant.

(3) *In cases where conversion is proposed of a structure designed and built originally for other uses, the structure will be adaptable.*

The Board of Architectural Review noted in its comments to the Commission the historic and architectural significance of the Wainwright House. There was testimony from a local architect that the tent is aesthetically and architecturally inconsistent with the character of the Wainwright House. The applicant's architect stated that the tent is architecturally appropriate.

The tent has been previously installed for a period of potentially seven months, which obstructs the view of the rear facade of the architecturally significant residence on the Wainwright House property. Protecting the historic character of structures in the coastal area is a consideration under the City's Coastal Zone Management Law (see policies 23 and 25). The Commission finds that to reduce potential impacts on historic structures and scenic resources and to be consistent with the City's Coastal Zone Management

¹ These restrictions relate to measures to manage amplified sound, turn music off at certain hours, implement traffic and security controls and restrictions on garbage and catering staff.


 Applicant Signature
 or *Wainwright Board*

4-5-2011
 Date

Wainwright House Seasonal Tents (SP#317 and WP#280)**Planning Commission Resolution No. 04-2011****March 22, 2010****Page 7 of 11**

polices that the tent should be installed for as an limited as amount of time as possible and that the prior practice of installing the tent for up to seven months is inappropriate.

- (4) *The proposed use will be provided with adequate off-street parking to meet its needs, properly screened from adjoining residential uses, and entrance and exit drives are to be laid out to minimize traffic hazards and nuisance.*
- (5) *The potential generation of traffic will be within the reasonable capacity of the existing or planned streets and highways providing access to the site.*

The applicant has submitted a report prepared by a New York State licensed traffic engineer stating that the tented events provide no significant adverse traffic or parking impact. Level of service at area intersections is not compromised by traffic associated with the tented weddings. Substantial public comment from area neighbors cites only occasional instances of off-site parking on Stuyvesant Avenue. The applicant's use of buses and other traffic control measures for large weddings mitigates traffic and parking impacts.

- (6) *There are available adequate and proper public or private facilities for the treatment, removal or discharge of sewage, refuse or other effluent that may be caused or created by or as a result of the use.*

The site is served by public sewer and there are no identified sewage capacity problems. Post wedding refuse disposal has been cited as a concern during the public hearing. The applicant will not be permitted to store outdoors any garage related to tented events. In addition, the applicant has revised its plan at the request of the Planning Commission to relocate the existing outdoor refuse container further from the northern property line to an area enclosed by a stockade fence. Reducing the number of large tented weddings will reduce refuse concerns.

- (7) *In a Coastal Zone District, a conventional subdivision or a subdivision lot grouped pursuant to §197-39 will accomplish the following:*
- (a) *All wetlands and floodplains shall be preserved.*
- (b) *All buildings and facilities shall be so arranged as to preserve to the maximum extent practical, the view of the shoreline from public streets.*
- (c) *Where any development borders the waterfront there shall be a one-hundred-foot-wide strip of land along the waterfront which shall not include any area of the site below mean sea level or beyond the upland property line, whichever is most protective of proper drainage, flood protection and edge effect along the waterfront.*


Applicant Signature

Paul Perry
as President Wainwright

planner 2001resol04mar2011 resins 04-2011 sp317.doc

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This criterion is not applicable. The property is located in a coastal zone, but a subdivision of any type is not proposed.

; and

AND, BE IT FURTHER RESOLVED, that the Planning Commission based on its review of the Environmental Assessment Form (EAF), the criteria listed in Section 617.7(c) of SEQRA and the complete record, finds that the proposed action will not have a significant adverse environmental impact due to the extent of the proposed improvements, the nature of reasonably expected impacts, modifications in the project design to reduce anticipated impacts and implementation of mitigation measures;

AND, BE IT FURTHER RESOLVED, that the Planning Commission finds that the application is consistent with the City's LWRP policies, standards and conditions identified in §73-5.D, *Coastal Zone Management*, of the City Code;

AND, BE IT FURTHER RESOLVED, that the Planning Commission, as required by §195-5.D of the Rye City Code, *Standards for Permit Decisions*, makes the following findings:

Having evaluated the proposed activity with respect to wetland functions and the role of the wetlands in the hydrologic and ecological system; and having determined the impact of the proposed activity upon public health and safety, rare and endangered species, water quality and additional wetland functions listed in §195-1, the Planning Commission finds that the impacts and losses have been avoided to the maximum extent practicable. In making this determination, the Planning Commission has considered the following factors:

- (1) The impact of the proposed activity; and existing and reasonably anticipated similar activities, upon neighboring land uses and wetland functions as set forth in §195-1, including filling of a wetland or other modification of natural topographic contours, disturbance or destruction of natural flora and fauna, influx of sediments or other materials causing increased water turbidity and/or sediment build up, removal or disturbance of wetland soils, reductions in wetland water supply, interference with wetland water circulation, damaging reductions or increases in wetland nutrients, influx of toxic chemicals and/or heavy metals, damaging thermal changes in the wetland water supply; and destruction of natural aesthetic values.
- (2) Existing wetland impacts and the cumulative effect of reasonably anticipated future wetland activities in the wetland subject to the application.


Applicant Signature

as President, Walawright Carol

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Date

Wainwright House Seasonal Tents (SP#317 and WP#280)**Planning Commission Resolution No. 04-2011****March 22, 2010****Page 9 of 11**

- (3) The impact of the proposed activity and reasonably anticipated similar activities upon flood flows, flood storage, storm barriers; and water quality.
- (4) The safety of the proposed activity from flooding, erosion, hurricane winds, soil limitations; and other hazards and possible losses to the applicant and subsequent purchasers of the land.
- (5) The adequacy of water supply and waste disposal for the proposed use.
- (6) Consistency with Federal, State; and County comprehensive land use plans and regulations, consistency with the Code of the City of Rye and consistency with the Rye City Development Plan.
- (7) The availability of preferable alternative locations on the subject parcel or, in the case of activity that cannot be undertaken on the property without disturbance to wetlands, the availability of other reasonable locations for the activity.

AND, BE IT FURTHER RESOLVED, that the Rye City Planning Commission hereby approves Wetlands and Watercourses Permit #280 for the improvements shown on the aforementioned plans;

AND, BE IT FURTHER RESOLVED, that the Planning Commission hereby approves the application for Final Site Plan and Use Permitted Subject to Additional Standards and Requirements #SP317 for the improvements shown on the plans indicated in this resolution, subject to the following conditions:

Conditions for Tented Events in 2011 only:

1. The Applicant shall sign and return one copy of the approved resolution to the Planning Commission indicating acceptance of all conditions of approval. Failure to sign this resolution of conditional approval within sixty (60) days will deem this approval null and void.
2. For 2011, there shall be no more than 26 tented weddings and 8 non-wedding tented events.
3. The applicant shall apply for a building permit from the Rye City Building Department. Accompanying the building permit application shall be a list that identifies the date, number of attendees and type of event (either wedding or non-wedding) that will be held in the tent for the upcoming season. Any amendments to the list of tented events shall be


Applicant Signature

as President, Wainwright House

4-5-2011
Date


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submitted to the Building Department at least ten (10) calendar days before such event is held.

4. Amplified music shall be turned off by 11:00 PM Monday through Saturday and 9:00 PM on Sunday. There shall be no amplified music for any tented wedding event between 11:00 PM and 10:00 AM Monday through Saturday and after 9:00 PM on Sunday. There shall be no amplified music for non-wedding tented events at any time.
5. Catering staff and wedding guests shall leave the site by 11:30 PM.
6. There shall be no outdoor storage of garbage related to tented events.
7. Weddings involving more than 150 attendees shall provide busing for participants.
8. The Building Inspector shall confirm the structural integrity of the tent (including the impact sound attenuation measures may have on the structure), fire safety and other public health and safety considerations.

Conditions for Tented Events for 2012 thru October 1, 2016:

9. After 2011, there shall be no more than 10 tented weddings and 8 non-wedding tented events per year.
10. The tent shall not be installed before May 1 and shall be removed by September 30.
11. Amplified music shall be turned off by 10:00 PM Monday through Saturday and 9:00 PM on Sunday. There shall be no amplified music for any tented wedding event between 10:00 PM and 10:00 AM Monday through Saturday and after 9:00 PM on Sunday. There shall be no amplified music for non-wedding tented events at any time.
12. Catering staff and wedding guests shall leave the site by 10:30 PM.
13. There shall be no outdoor storage of garbage related to tented events.
14. Weddings involving more than 150 attendees shall provide busing for participants.
15. Each year, prior to installing the tent the applicant shall apply for a building permit from the Rye City Building Department. Accompanying the building permit application shall be a list that identifies the date, number of attendees and type of event (either wedding or non-wedding) that will be held in the tent for the upcoming season. Any amendments to


 Applicant Signature *Paul P. [unclear]* as President of Wainwright House Date 4-5-2011

FILED: WESTCHESTER COUNTY CLERK 12/21/2021 02:29 PM

INDEX NO. 67725/2021

NYSCEF DOC. NO. 3

RECEIVED NYSCEF: 12/21/2021

EXHIBIT B

Nick Everett, Chairman
 Martha Monserrate, Vice Chair
 Laura Brett
 Andy Ball
 Barbara Cummings
 Hugh Greechan
 Alfred Vitiello



Planning Department
 1051 Boston Post Road
 Rye, New York 10580
 Tel: (914) 967-7167
 Fax: (914) 967-7185
 www.ryeny.gov

CITY OF RYE
Planning Commission

Resolution

No. 15-2015

Application Name: **Wainwright House Seasonal Tents**
 Approvals: Modification and Extension of Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency Determination
 Application Number: SP#317 and WP#280
 Project Description: Installation and Use of Three Seasonal Tents
 Street Address: 260 Stuyvesant Avenue
 Tax Map Designation: Sheet: 153.18 Block: 1 Lot: 1
 Approval Date: June 9, 2015
 Expiration Date: October 3, 2021

WHEREAS, on April 17, 2015, Wainwright House, Inc. (hereinafter "Applicant") submitted a request for Modification and Extension of Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency, located at 260 Stuyvesant Avenue; and

WHEREAS, on March 22, 2011, the Applicant obtained approval from the Planning Commission in Resolution No. 04-2011 to install and use three seasonal tents for wedding and non-wedding events each season; and

WHEREAS, the prior approval provided for restrictions on the use of the seasonal tents and had an expiration date of October 1, 2016; and

WHEREAS, the applicant is seeking to extend the prior approval for an additional five year period; and

WHEREAS, the applicant is not requesting any change to the existing conditions of prior approval except to shift the permitted months of tent use from May 1 to September 30 to the third Monday in May to the third Monday in October; and

WHEREAS, prior to the Planning Commission's March 2011 resolution seasonal tent use was not subject to any specific restrictions and was periodically subject to neighbor complaints; and

WHEREAS, a duly noticed public hearing was held on June 9, 2015 and all members of the public wishing to be heard were given the opportunity to be heard; and

Wainwright House Seasonal Tents (SP#317 and WP#280)

Planning Commission Resolution No. 15-2015

June 9, 2015

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WHEREAS, at the public hearing neighbors raised concerns regarding the shift of the seasonal tent use into the third week of October, noting that the tent use would extend through the Columbus Day Holiday weekend when the weather is still warm to be outdoors, which would be disturbed by the noise and activity associated with the tent use; and

WHEREAS, the Commission agreed that extending the use of the tent for only one additional weekend in October for 2015 and 2016 was reasonable; and

WHEREAS, the Commission agreed that the request for the extension of the existing permit for an additional five years was premature and that it would consider such extension in 2016 prior to its current expiration.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission re-approves and affirms the findings in Resolution No. 04-2011, which is incorporated herein by reference, subject to the following amended conditions:

Conditions:

1. There shall be no more than 10 tented weddings and 8 non-wedding tented events per year.
2. The tent shall not be used for any event before the second Saturday in May and after the first weekend in October.
3. The tent shall be removed each season immediately after the first weekend in October and shall not be re-installed before the first day of May.
4. Amplified music shall be turned off by 10:00 PM Monday through Saturday and 9:00 PM on Sunday. There shall be no amplified music for any tented wedding event between 10:00 PM and 10:00 AM Monday through Saturday and after 9:00 PM on Sunday. There shall be no amplified music for non-wedding tented events at any time.
5. Catering staff and wedding guests shall leave the site by 10:30 PM.
6. There shall be no outdoor storage of garbage related to tented events.
7. Weddings involving more than 150 attendees shall provide busing for participants.
8. Each year, prior to installing the tent the applicant shall apply for a building permit from the Rye City Building Department. Accompanying the building permit application shall be a list that identifies the date, number of attendees and type of event (either wedding or non-wedding) that will be held in the tent for the upcoming season. Any amendments to

Wainwright House Seasonal Tents (SP#317 and WP#280)

Planning Commission Resolution No. 15-2015

June 9, 2015

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the list of tented events shall be submitted to the Building Department at least ten (10) calendar days before such event is held.

- 9. The Building Inspector shall confirm the structural integrity of the tent (including the impact sound attenuation measures may have on the structure), fire safety and other public health and safety considerations.

AND, BE IT FURTHER RESOLVED, that this approval shall expire on October 30, 2021. After such expiration date there shall be no tented events on the property unless a new application following the same form and procedure as the original application is approved by the Planning Commission. Any new application for seasonal outdoor tents should be submitted to the Planning Commission a year or more before the expiration date in order to give the Planning Commission adequate time review and process the application.

I certify that the foregoing resolution is a correct copy of Planning Commission Resolution #15-2015, which was duly adopted on June 9, 2015.



Christian K. Miller, AICP
City Planner

7/10/15

Date

FILED: WESTCHESTER COUNTY CLERK 12/21/2021 02:29 PM

INDEX NO. 67725/2021

NYSCEF DOC. NO. 3

RECEIVED NYSCEF: 12/21/2021

EXHIBIT C



WAINWRIGHT HOUSE

WAINWRIGHT HOUSE

260 Stuyvesant Avenue
Rye, NY 10580

914.967.6080 registrar@wainwright.org

March 8, 2021

Rye City Hall
Mr. Christian Miller, City Planner
1051 Boston Post Road
Rye, NY 10580

Dear Mr. Miller,

Wainwright House, Inc. (WH) respectfully submits the following documents seeking renewal of our seasonal tent:

- ADDENDUM 1: WH MAPS
- ADDENDUM 2: Land Development Application
- ADDENDUM 3: Wetland Permit Application
- ADDENDUM 4: LWRP Coast Consistency Application
- ADDENDUM 5: Coastal Assessment Form
- ADDENDUM 6: Short Environmental Assessment Form
- EXHIBIT A: Resolution No. 15-2015
- EXHIBIT B: Resolution No. 04-2011
- EXHIBIT C: Venue Contract Attachment from the WH Board of Trustees
- EXHIBIT D: WH Letter to City Council Re: Tabling Petition
- EXHIBIT E: Letter in Support by WH Board Chairperson Robert Manheimer

We respectfully request that you include and reference the tent engineering specifications and the City Naturalist's Wetland Determination referenced in the LWRP consistency application from the prior application.

Please feel free to contact me with any questions or clarifications at 914-419-6055 or rmanheimer@wainwright.org

Yours truly,

Robert Manheimer

Honorable Members of the City of Rye Planning Commission
1051 Boston Post Road
Rye, NY 10580

Date: March 8, 2021

Re: Wainwright House, Inc. Request for Renewal and Modification of Tent Permit

Dear Honorable Members of the City of Rye Planning Commission:

We, the nine-member volunteer Board of Trustees of Wainwright House, Inc. (hereinafter "WH"), respectfully submit this application to renew and amend *Resolution 15-2015 addressing Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency* (hereinafter the "2015 Resolution," attached hereto as Exhibit A). The 2015 Resolution modified *Resolution 04-2011 Wainwright House Seasonal Tents Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency Determination SP#317 and WP#280 Installation of three seasonal tents* (hereinafter the "2011 Resolution," attached hereto as Exhibit B). We request that this application be placed on the agenda for the Planning Commission's next scheduled meeting.¹

This application does not seek any physical change to the premises or to the tent location or physical structure, which were previously approved. There is no change dimensionally or in purpose. Only the following limited and essential changes are requested:

1. Change Condition No. 1 to (i) permit no more than fifteen (15) tented weddings instead of the limit of ten (10) provided under the current Resolutions, and (ii) allow WH to host an additional four (4) non-wedding cultural or community events with amplified music that must end prior to 8 p.m.
2. Change Condition No. 2 so that the weddings in October may continue through the end of October with the condition that no event shall be held on Columbus Day in deference to the immediate neighbor's holiday plans. The current Resolutions does not allow weddings after the first weekend in October and this extension will help spread out the requested increase in number of events for the benefit of our neighbors.
3. Change Condition No. 3 so that the tent is removed promptly following the final tented event in October. The present Resolution specifies tent removal after the first weekend in October.

¹ The 2015 Resolution expires on October 30, 2021 and provides that the applicant should make its application for renewal a year or more in advance. As this honorable body knows, WH did not seek renewal prior to October 30, 2020 in deference to a petition to amend the zoning applicable to WH in order to pursue a proposal that would have provided WH with a new structure in the place of a current building to establish an indoor, sound-proof space and, thus, rendered the need for this application moot. When the City Council tabled that petition on February 3, 2021, our focus immediately shifted to this instant application as an essential request in order for WH to stay afloat.

There are no changes sought to Conditions Nos. 4-9. The size and location as well as the architectural soundness of the tent, deemed to be appropriate in both prior Resolutions, has not changed in any way. We request that the revised permit be effective for an additional 10 years.

The History. WH is located in an R-1 Single-Family Residence District on Milton Point in an area that includes both single-family residential and membership club uses. Opposite the property on the east side of Stuyvesant Avenue is the Coveleigh Club. Further south on Stuyvesant Avenue are the Shenorock Shore Club and the American Yacht Club. Prior to 1991, these clubs were located in the City's R-1 District until the zoning district designation was changed to the Membership Club District as recommended in the City's Local Waterfront Revitalization Program (LWRP).

These clubs, like WH, are permitted uses and can generate potentially disruptive levels of noise, traffic, and outdoor activities during the same period that WH uses its seasonal tents. Clearly, the land use context is not one of an exclusively residential area. WH has operated as a not-for-profit for seventy years. These membership clubs have existed in the area for decades and have undergone a number of expansions and modifications approved by the Planning Commission to meet changing needs pursuant to the same standards and requirements of Section 197-10 as being considered for the subject application. On information and belief, these Membership Clubs have no restrictions on the number of events they may host and are only subject to the condition that outdoor amplified music must cease by 11 p.m.

The current Resolutions, however, limit WH use of the tent to: (a) ten (10) weddings per year with outdoor amplified music, provided that music must stop by 10 p.m. on Monday through Saturday and by 9 p.m. on Sunday; and (b) eight (8) events without outdoor amplified music. The Planning Commission imposed these restrictions in an effort to preserve the residential character and integrity of the R-1 against the backdrop of allegations that WH had hosted in excess of 30 amplified-music events each summer in the tent without any such noise restrictions or any limitation on numbers of attendees.

Since then, WH has fully complied with all of the operating conditions imposed by the Planning Commission in the Resolutions. WH has required that an off-duty police officer be present at these larger events in the tent in an effort to ensure full compliance with the noise limitations. WH has also included a standard letter as a part of every venue contract for the tent that explains the importance of respecting the noise restrictions imposed thereon. (See Venue Contract Letter from the Wainwright House Board of Trustees attached hereto as Ex. C). Although WH has ample parking to accommodate the guests on-site at its facility, WH has required that weddings of more than 150 attendees provide busing for participants and further required that parking valets be hired for smaller events. All of these practices have worked with great success and have reduced any negative impacts on the community. We will continue all such practices.

Wedding income is an element of our overall revenue generation. WH also generates income through classes, lectures, and programing on a wide variety of topics. WH also has rented its beautiful and unique space for retreats to various groups developing their human potential and had

entered into two long-term space licenses for weekly blocks of time with the Rye YMCA² and the Brava Dance Studio for the development of physical health.

Beginning with the wedding of Fonrose Wainwright to Philip King Conditt in the library of the main estate in 1937, weddings have been an important embodiment of the WH mission. Weddings are spiritual unions and wedding celebrations memorialize the sacred commitment between two individuals. Because of the importance of weddings to our mission, the Board endeavored to find a path that would enhance our permanent space so that we might accommodate more weddings without the need for the tent. To that end, WH recently sought from the City a zoning text amendment to change our accessory use designation from one of a religious institution to that of a "community and civic center." We did this, in part, to better explain our purpose to the Rye community as a place that could, among other things, fill the void left by the closing of the Durland Scout Center, which as this Commission knows is now two residential parcels with only a limited view easement on the southernmost plot just one house down from where WH sits.

WH also did this in connection with a proposal that the Board worked hard to develop with a not-for-profit named the Milton Harbor Foundation ("MHF") and RowAmerica Rye. Pursuant to this proposal, MHF would: (a) gift to WH a new multi-purpose and sound-proof structure to replace the Fonrose House; (b) separately enter into a long-term space license with WH for certain weekly blocks of time for this new structure; and (c) locate and contract with a provider of recreational rowing lessons and coaching during such time blocks. WH and MHF anticipated that the rowing program would most likely, but not necessarily, be RowAmerica Rye at least initially. This would have rather elegantly helped us to update and modernize an underutilized structure, secure a new stream of annual income, and free us from the need to install the tent in response to the immediate neighbor's past complaints.

Due to a vigorous propaganda campaign by these neighbors premised on false claims that this would somehow "commercialize" Milton Point notwithstanding the clear language of the proposed amendment that "no primary activity is carried on for gain," the City Council recently tabled this proposal. (See WH Letter to City Council attached as Exhibit D.) When the Board had discussed the proposal with our immediate neighbors and explained the arrangement as a solution to their past complaints about noise from weddings, one neighbor stated the proposal was "much worse" than weddings. (See Letter of Robert Manheimer at Paragraph 1 attached hereto as Exhibit E.) Therefore, although we believe the proposal was much better for all of Rye, we ask you to discount any objections raised by our immediate neighbors now.³

² Historically, WH has had a space-rental relationship with the Rye YMCA. Through a multi-year license, the Rye YMCA has held yoga and fitness classes at WH. The classes were free to Rye YMCA members. The Yoga classes operated every day at WH for a total of 33 hours per week. Although the YMCA stopped paying in violation of the terms of its contract during 2020 in response to the Covid-19 pandemic, and such contract now has expired without renewal, the WH nevertheless offered the tent to the YMCA to offer classes during the summer of 2020 in an effort to serve the Rye community during this past difficult year.

³ The Alexanders sent a letter through counsel to the Rye Corporation Counsel on February 15, 2021 ("Letter"). In this Letter, they reference the tabled WH/MHF proposal and then spend pages making erroneous claims about WH. To the extent the Planning Commission also received this letter, WH notes that: (1) the Alexanders misapprehend a wedding event to be an "obnoxious commercial use in a residential setting" (Letter at 2) as opposed to a sacred

The Dire Need. WH's existence cannot be sustained if this extension is not granted and the permitted numbers of events is increased. Below are some of the reasons this request should be granted:

- **Need for More Revenue to Cover Basic Operating Expenses.** WH spends in excess of \$250,000 annually on basic necessities such as utilities, payments of tax bills, and ground maintenance. (See Letter of Robert Manheimer at Paragraph 2.) By contrast, WH has on average historically received approximately \$200,000 annually from the permitted events in the tent. No event or other programming can generate this level of revenue with such limited and occasional use of the WH facilities. And because these events are precisely on our mission of hosting spiritual events, the limitation of only ten weddings is an extreme restriction on WH's financial viability. WH humbly asserts that this request for the additional five weddings is essential to bridge this gap, especially in light of our history of strict compliance with this Body's controls on negative impacts from weddings as well as the fact we held very few weddings in 2020 and likely in 2021 and desperately need to recoup lost income.
- **Need for an Executive Director and Professional Staff.** The basic necessities expenses described above does not include salaries and other costs of maintaining a staff. We currently have only five employees, all of whom are part-time, and we simply do not generate income sufficient to hire a full-time staff. For example, WH has no Executive Director, and has no ability to pay an Executive Director's salary, whose job would be to build up programming and to develop fundraising to create an endowment, which WH does not have presently. (See *id.* at Paragraph 3.) WH has relied on its volunteer board to find programming opportunities and share such opportunities with the community with no budget for advertising or promoting. (See *id.*) WH humbly asserts that this request for the additional five weddings will allow WH to begin to build a staff and offer even more diverse and robust programming opportunities for the benefit of the Rye community, including our neighbors.

ceremony and celebration; (2) they fail to appreciate that WH does in fact only offer the right to host such a sacred event at WH if the wedding party is a "donor member" and, thus, does have a "connection through membership" (*id.* at 2; see also Manheimer Letter at Paragraph 2); (3) they misunderstand that the reason WH allows wedding parties to be of all different faiths and religious traditions as opposed to imposing an "institution's tradition" (Letter at 2) is because, as they subsequently assert, Forrose Wainwright Condit herself stated that she did not want WH to operate as a church with a specific dogma, but instead established the not-for-profit following World War 2 in an effort to promote a wide array of spiritual pursuits that elevate human potential; (4) while they admit that they purchased their two parcels to build their mansion with the full knowledge that WH did in fact host "over thirty" events that involved amplified music, they do not recognize that the construction of this mansion immediately next door created the condition of WH no longer being as "removed from other residences" as it once was (*id.* at 2, 3), a fact further exacerbated by their own subsequent purchase of a portion of the WH parcel and recent offer to purchase another parcel at below market value (see Manheimer Letter at Paragraph 1); (5) they wrongly assert the limitation of ten events with amplified music was an "experiment" in WH's property rights that would end at the Alexander's preference, because to do so would elevate the property rights of a wealthy single-family homeowner above those of a much longer established Rye institution and be patently unfair to the Rye community that benefits from the programming, access to the shared-resource of the Milton Harbor, and five acres of mostly open, pervious space; and (6) they erroneously suggest that the fact tented events "subsidize" WH means they cannot also "serve" WH's mission, which of course they do, but in any event not-for-profits are permitted to host events and programming outside their mission to help pay their bills (*id.*) We hope that this information will help the Alexanders understand that WH remains committed to being a good neighbor and asks the same of them.

- **Lack of Capital Reserves.** WH currently has no capital reserves. As a result, when several large trees were downed on WH property in August of 2020 during a windstorm, WH's ability to fulfill its contractual commitment to host a small event hinged on a one-time cash donation from a Board Member to have the trees removed. (*Id.* at Paragraph 4.) This situation is not tenable. WH humbly submits it must build a capital reserve, and the requested increase will give WH breathing room to do just that.
- **Important Environmental Function to Neighborhood.** Without this permit, and due to its current accessory use zoning, WH may be forced to sell its land to a private developer (R1 zoning) or another religious institution (accessory use as a religious institution). The result of either would be the loss of public access to WH for people of all faith traditions and the loss of open space maintained organically that hosts a wide array of birds of prey, animals, and native plants and trees. There is also work underway to build a pollinator garden. WH humbly requests that this Board balance any complaints about the occasional noise disturbance by a few with the vital community and environmental service that WH provides as a largely pervious undeveloped open space that does not pollute the Long Island sound through the use of chemicals. Moreover, WH seeks the increase to the number of community events by four in order to allow more of Rye to enjoy this resource with expansive, unobstructed views of Rye's beautiful Milton Harbor. And WH further submits that the installation of the tent with a level, carpeted floor and with a top for protection from the elements makes the enjoyment of the grounds and views of Milton Harbor more accessible to member of the Rye community of all ages and abilities.
- **What Covid Taught Us.** Many small businesses and not-for-profits have been decimated by the Covid-19 pandemic. WH took a hard hit as well. Both of our lessees (the Rye YMCA and Brava Dance) stopped paying rent in violation of their contracts in March of 2020. In addition, the bulk of weddings and events scheduled for the tent in 2020 did not occur.⁴ Ironically, Covid-19 forced WH to use the tent in different ways. In an ordinary year, it would be financially irresponsible to use the tent in any way other than to offer ten weddings or eight events to private parties because how essential such on mission events are to covering a significant portion of our operating budget. But with Covid-related cancellations, WH was able to offer some new community events including a "Fonrose Award" dinner celebrating Rye-markable Mom Founder Liz Woods, a family-focused Halloween festival with master pumpkin carvers, and an afternoon and early evening ballet against the breath-taking backdrop of Milton Harbor, all of which used the tent. These events do not involve the same alleged adverse impacts to our neighbors as weddings and are open to the greater Rye community. WH, thus, humbly asks for the

⁴ Of those events that were not cancelled, some were rescheduled to the summer of 2021 (and some even wish to be rescheduled to 2022 demonstrating the urgency of this permit renewal). Our willingness to work with our members and allow them to transfer their weddings to dates in the future was the right thing to do in light of the global pandemic yet will hamper WH's ability to meet its operational budget in 2021 (even assuming that such weddings may occur if Covid-19 restrictions do lift). WH humbly asserts the requested addition in wedding events is essential to help us recover from this global pandemic.

increase of four "community events" that allow for amplified music, but will commit that any of these such events must end no later than 8:00 p.m.⁵

Why should this Commission Approve the Current Request? WH offers a unique and special service for the citizens of the City of Rye and opens up access to views and use of the Milton Harbor as a shared resource to a community with a picture of a boat on its mascot.

The main estate was built in 1931 in the style of a French chateau resembling the 18th century French chateau of Raincheval and reminds our community of the rich history of the Wainwright family to this community and country. Fonrose Wainwright Conditt dedicated the estate to the development of human potential in 1951 in an effort for people to develop their unique human potential through a connection to their faith, mental and physical well-being, and connection to the arts and to the natural environment. As such, Rye should be proud to be the City that hosts WH, the oldest non-profit, non-sectarian holistic learning center in the United States.

WH has been on Milton Point operating as such long before any of its neighbors moved in and intends to remain on Milton Point in perpetuity in service to this community. WH strives to be respectful of its neighbors, has tried to accommodate their requests within reason, and even developed a proposal that fully satisfied their complaints about outdoor weddings. Once that was tabled, WH put together this instant proposal in an effort to balance our neighbor's single-family residential property rights with WH's right to pursue programming on its mission and generate income to pay its bills. Another way to understand this current proposal is to consider what WH must do without it: in addition to closing as discussed above, WH could pursue the use of its grounds for an unlimited number of events with amplified music not confined by the limitations contingent on the permit for the tent. When one considers this alternative, this limited nature of this instant request may be better understood.

But more to the point is that WH is an institution valuable to Rye. WH seeks to inspire by hosting sacred unions of weddings and through offering initiatives--both through lectures and classes--in spiritual exploration, health and healing, cultural enrichment, and environmental awareness. In addition to its past practice of leasing its space to Rye institutions like the YMCA and others, WH also provides important programming:

- **Meditation.** The practice of meditation is central to the mission of WH. Encouraging regular meditation practice--in WH's Meditation Room with furnishings by the Second Secretary General of the United States Dag Hammarskjold or outside in the Meditation Garden--is one of the ways WH serves the community. Meditation groups are scheduled at various times during the week. During 2020, meditation groups assembled under the tent. Indeed, WH was thrilled to host new meditation circles who sought a safe, open-air space to assemble during this trying time to mediate for "World Peace." WH charges a

⁵ Although WH does not wish to negotiate against itself, WH would be willing to reduce the number of events in the tent without amplified music from eight (8) to five (5) in order to be permitted the ability to host these additional four (4) community events with amplified music. If the Planning Commission deems it prudent to impose the restriction on WH, this would mean a total of only twenty-four (24) events in the tent or an "occasional" fraction of 24/365.

nominal fee or asks for a donation for these services, but never turns anyone away for inability to pay.

- **Community Gatherings.** Affinity Groups play a special significance to the activities at WH. Affinity Groups are leaderless community groups that provide the opportunity for WH Members to gather around a shared perspective or interest and to learn from each other. These have included discussions regarding faith, parenting practices, adult study, and writing programs. The WH tent also provided a safe space for such groups to meet, including a book club of twenty Rye moms. WH charges a nominal fee or asks simply for a donation for these services, but again never turns anyone away for inability to pay.
- **Retreat Center.** WH also hosts retreats where organizations can focus on teamwork, spirituality, or the important work of developing community amongst its employees and members. Such retreats have historically occurred throughout the year. While many such retreats were cancelled for 2020-21 because they utilized WH's indoor spaces, WH was pleased to offer the use of the tent to the Rye City School District and plans are currently underway for WH to be a possible venue for staff programming this upcoming summer. WH charges a modest fee or when possible donates its space these gatherings.
- **Centers of Faith Outreach.** WH is developing an outreach program to offer use of the tent to the four religious institutions in town so that they may offer religious-inspired gatherings in the tent at no cost.
- **Youth Services.** Beginning in the fall of 2020, the Board has responded to the acute needs of our community by offering programs and classes focused on the wellness of our youth, such a yoga and meditation class for teenagers, a United Nations Peacekeeper course for middle school students, and Mindfulness Classes for our elementary school students. WH was pleased to host additional youth programming through licensing its tent to Random Farms, a premiere youth performance arts provider, during the summer and fall of 2020.

This request is consistent with the Planning Commission's consideration criteria. Section 197-10 of the Zoning Code addresses various additional criteria, which the Planning Commission in its 2011 Resolution stated and found "the application is consistent with said criteria..." We respectfully submit this remains true now more than ever.

The first criterion asks whether the proposed use will serve a community interest. WH does serve that purpose as set forth in great detail above. The Planning Commission in 2011 "agree [d] that the [WH] provides a community need." Although certain neighbors may raise objections to WH's operations in conducting the weddings—specifically over thirty weddings with no noise and size restraints—we respectfully submit that that there have been very few complaints since 2011 and WH has worked very hard to be a good neighbor. Accordingly, it is submitted that WH's proposed use of increasing the tented events by five (5) weddings and four (4) cultural or community events with amplified music will further serve the community need.

The second criterion addresses whether the proposed use is appropriate in the proposed location. WH's proposed use of a seasonal tent is appropriately located. The Planning Commission in 2011 previously indicated that while WH is located in a R-1 Single Family Residence District on Milton Point, the zone includes many membership clubs such as Coveleigh Club, Shenorock Shore Club, and American Yacht Club, and a public pier. Indeed, on the peninsula upon which WH sits, the single-family residential home appears to be in the minority.

The third criterion addresses conversion of a proposed structure. Standard three addressing is not applicable to the instant application.

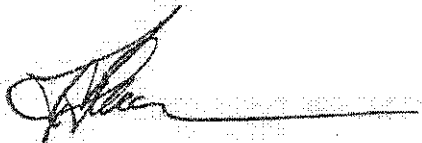
The fourth criterion addresses adequate off-street parking. WH is able to accommodate its special events with off-street parking and has also on occasion provided for off-street parking at the Coveleigh Club or Shenorock Club, if necessary. Further, any larger weddings (150 guests or more) require participants to be bussed in.

The fifth criterion addresses potential generation of traffic. The traffic can be accommodated on the streets. The special events have existed for many years without incident. There is no on street parking and all vehicles are accommodated on WH's property, through accommodations at nearby clubs, and/or through bussing. The Planning Commission previously found this was not an issue. Moreover, this application was previously approved by the City of Rye Building Department.

The sixth criterion addresses sewerage. The issues of sewerage, refuse, and effluent are properly handled by WH.

We thank you for your kind consideration of this request. It cannot be emphasized enough that WH is a gem unique to Rye and should be considered a resource for all the reasons above. If WH must cease operations, these important resources (including open space and community water access) will be lost. But to ensure the survival of WH, we need both the extension of the tent's permit as well as the modest increase in the number of permissible events subject to all the controls and conditions this body previously imposed. Accordingly, the Board respectfully request the assistance of this Planning Commission.

Respectfully,



Robert Manheimer

President Board of Trustees of Wainwright House



Land Development Application

City of Rye, New York Planning Department

1051 Boston Post Road, Rye, New York 10580

Phone: (914) 967-7167

Fax (914) 967-7185

www.ryenv.gov/planning.htm

Check All That Apply:

Site Plan		Subdivision		<input checked="" type="checkbox"/> Use Permitted Subject to Additional Standards and Requirements
<input type="checkbox"/> Preliminary	<input type="checkbox"/> Final	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Final	
<input type="checkbox"/> Modification	<input type="checkbox"/> Extension of Time	<input type="checkbox"/> Modification	<input type="checkbox"/> Extension of Time	Other <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Extension of Time		<input type="checkbox"/> Resubdivision §170-5.B		
		<input type="checkbox"/> §170-5 or 170-6 Wavier		
		<input type="checkbox"/> Tree Preservation Modification		

Separate Application Forms Required for Wetland and Watercourse Permit and Chapter 73 Coastal Consistency Determination. If either applies, please check box

PART I - General Information:

A. Application Name: Wainwright House Seasonal Tents

B. Applicant: (If Applicant is not owner, attach document confirming interest in property).

Name: Wainwright House, Inc.
 Address: 260 Stuyvesant Avenue
 City: Rye State: NY Zip: 10580
 Phone: 914 967 6080
 Fax: 914 967 6114
 Email: cmahmeier@wainwright.org

C. Property Owner:

Name: same as above
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____
 Fax: _____

For Planning Department Use Only:

Application Receipt Date:

Application No.: _____
 Application No.: _____
 Fee Check No.: _____
 Prior Approvals: _____
 Prior Approvals: _____



Land Development Application

City of Rye, New York Planning Department

D. Applicant Representative:

Name: Robert Manheimer, President Wainwright House Board of Trustees
 Firm: same as below
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____
 Fax: _____
 Email: _____

E. Property Information:

Street Address: 260 Stuyvesant Avenue
 City: Rye State: NY Zip: 10580
 Property Area (Acres): 3.03 for subject parcel; WM owns second + both are 5.1 acres
 Tax Map Designation: Sheet: 153. PB Block: 1 Lot(s): 1
 Sheet: _____ Block: _____ Lot(s): _____
 Sheet: _____ Block: _____ Lot(s): _____
 Zoning District: R-1
 Flood Insurance Zone: "X" and "VE" Federally designated FIR Zones

F. Project Description: (Please briefly describe the proposed project).

Continuation of Planning Commission Resolutions No. 15-2015 & No. 04-2011 to install and use three seasonal tents for wedding and non-wedding events each season

G. Regulatory Compliance

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



Land Development Application

City of Rye, New York Planning Department

- (2) The proposed use will be appropriate in the proposed location and will have no material adverse effect on existing or prospective conforming development and the proposed site is adequate in size for the use:

Confirmed.

- (3) In cases where conversion is proposed of a structure designed and built originally for other uses, the structure will be adaptable:

Non-applicable.

- (4) The proposed use will be provided with adequate off-street parking to meet its needs, properly screened from adjoining residential uses, and entrance and exit drives are to be laid out to eliminate traffic hazards and nuisances:

Confirmed.

- (5) The potential generation of traffic will be within the reasonable capacity of the existing or planned street and highways providing access to the site:

Confirmed.



Land Development Application

City of Rye, New York Planning Department

- (6) there are available adequate and proper public or private facilities for the treatment, removal or discharge of sewage, refuse or other effluent that may be caused or created by or as a result of the use:

Confirmed

PART III – State Environmental Quality Review (SEORA)

Does the application exceed any Type I threshold under SEQRA (see 6 NYCRR, Part 617.4)? (Please refer to SEQRA online at <http://www.dec.state.ny.us/website/regs/617.htm>.)

- No – please complete Short (or Full, if desired) Environmental Assessment Form and attach hereto.*
- Yes – please complete Full Environmental Assessment Form and attach hereto.*

* Environmental Assessment Forms available from Rye City Planning Department or online at <http://www.dec.state.ny.us/website/dcs/seqr/seqrldd.html>

PART IV – Signatures

By signing this application the applicant attests that to the best of his or her knowledge all information provided herein is accurate and truthful. The signature of the applicant and owner also grants consent to having any City Staff or City Board or Commission members responsible for of the review or approval of this application(s) to enter the property of the subject application.


 Applicant Signature PRESIDENT

Date

WINNERSIGHT HOUSE INC.
 Property Owner Signature(s)

MARCH 8, 2021
 Date



Wetlands & Watercourses Application

City of Rye, New York Planning Department

1051 Boston Post Road, Rye, New York 10580

Phone: (914) 967-7167 Fax (914) 967-7185

www.ryeny.gov

The undersigned applicant hereby applies to the Rye City Planning Commission for approval of a Wetlands and Watercourses Permit in accordance with Chapter 195, *Wetlands and Watercourses*, of the Rye City Code and represents and states as follows:

A. Application Name: Wainwright House Seasonal Tents

B. Property Information:

Street Address: 260 Stuyvesant Avenue

City: Rye State: NY Zip: 10580

Property Area (Acres): 3.03 for subject parcel; will own second and both are S.I.a.

Tax Map Designation: Sheet: 153.10 Block: 1 Lot(s): 1

Sheet: _____ Block: _____ Lot(s): _____

Sheet: _____ Block: _____ Lot(s): _____

Zoning District: R-1 (accessory)

Flood Insurance Zone: "X" and "VE" Federally designated FIR Zones

C. Applicant (If Applicant is not owner, attach document confirming interest in property):

Name: same as owner

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

D. Property Owner:

Name: Wainwright House Inc.

Address: 260 Stuyvesant Avenue

City: Rye State: NY Zip: 10580

Phone: 914.967.6080

Email: rmanheimer@wainwright.org

For Planning Department Use Only:

Application Receipt Date:

Application No.: _____

Application No.: _____

Fee Check No.: _____

Prior Approvals: _____

Prior Approvals: _____



Wetlands & Watercourses Application

City of Rye, New York Planning Department

1051 Boston Post Road, Rye, New York 10580

Phone: (914) 967-7167 Fax (914) 967-7185

www.ryeny.gov

E. Architect/Landscape Architect/Engineer or Surveyor:

Name: Relying on Plan Submitted Renderings as Text
 Address: Dimensions will not change
 City: _____ State: _____ Zip: _____
 Phone: _____
 Email: _____

F. Fee (as per City of Rye Fee Schedule in Current City Budget online at www.ryeny.gov)

Please include application fee and indicate amount here: \$ TBD

G. Statement of Proposed Work:

Please provide as statement of the proposed work and purpose thereof and, if applicable, an explanation why the proposed activity cannot be located at another site, including an explanation of how the proposed activity is dependent upon wetlands or water-related resources.

Continuation of Planning Commission Resolutions NO. 15-2015
 & NO. 04-2011 to install and use three seasonal
 tents for wedding and non-wedding events.
 The tent shall be accessible from the Wainwright House
 Solarium and this dictates its precise location.

H. Request for Waiver:

In the case of applications for projects where the total amount of disturbed area is less than one-quarter acre, or projects whose total cost does not exceed \$10,000.00, or projects which propose encroachment into the wetland/watercourse buffer only, the Planning Commission may, pursuant to §195-5.B.(2)(b), waive the requirements for complete plans and estimates set forth in its rules and regulations adopted pursuant to this Chapter, provided a plan clearly showing the extent and details of the project, its location with respect to the wetland, watercourse and wetland/watercourse buffer, the actual acreage of the area to be disturbed, and the total cost of the proposed project is submitted with this application.

Are you requesting a waiver? (check one) Yes No



Wetlands & Watercourses Application

City of Rye, New York Planning Department

1051 Boston Post Road, Rye, New York 10580

Phone: (914) 967-7167 Fax (914) 967-7185

www.ryeny.gov

I. Impact to Wetland Functions:

In granting, denying, or conditioning any permit, the Planning Commission must evaluate wetland functions and the role of the wetland in the hydrologic and ecological system, and must determine the impact of the proposed activity upon public health and safety, rare and endangered species, water quality and additional wetland functions listed in Section 1 of Chapter 195. They must find that impacts and losses are avoided to the maximum extent practicable or, if they cannot be avoided, they must find that they have been minimized to the maximum extent practicable. In this determination, the Planning Commission must consider the following factors, and issue written findings with respect to those factors that are applicable. Please give any pertinent information which will permit the Planning Commission to make findings on the following factors (If the space provided is insufficient, please attach additional sheet(s):

(a) the impact of the proposed activity, and existing and reasonably anticipated similar activities, upon neighboring land uses and wetland functions as set forth in §195-1 of the City Code, including but not limited to the following:

[1] filling of a wetland or other modification of natural topographic contours;

none proposed; the tent will sit on an existing gravel 60' by 60' space adjacent to the main estate.

[2] disturbance or destruction of natural flora and fauna;

none proposed



Wetlands & Watercourses Application

City of Rye, New York Planning Department

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- [3] influx of sediments or other materials causing increased water turbidity and/or sediment build up;

none proposed

- [4] removal or disturbance of wetland soils;

none proposed

- [5] reductions in wetland water supply;

none proposed

- [6] interference with wetland water circulation;

none proposed



Wetlands & Watercourses Application

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- [7] damaging reduction or increases in wetland nutrients;

none proposed.

- [8] influx of toxic chemicals and/or heavy metals;

none proposed. Wainwright Horse prides itself on the exclusive use of organic lawn treatments.

- [9] damaging thermal changes in the wetland water supply;

none proposed.

- [10] destruction of natural aesthetic values;

none proposed; tent will provide better access for individuals to appreciate aesthetic value of Milton Harbor and 5.1 organically maintained grounds.



Wetlands & Watercourses Application

City of Rye, New York Planning Department

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- (b) any existing wetland impacts and the cumulative effect of reasonably anticipated future wetland activities in the wetland subject to the application;

None proposed

- (c) the impact of the proposed activity and reasonably anticipated similar activities upon flood flows, flood storage, storm barriers, and water quality;

None proposed

- (d) the safety of the proposed activity from flooding, erosion, hurricane winds, soil limitations, and other hazards and possible losses to the applicant and subsequent purchasers of the land;

The tent is professionally installed and maintained. In cases of any need for repair, such is handled expeditiously and completely.



Wetlands & Watercourses Application

City of Rye, New York Planning Department

1051 Boston Post Road, Rye, New York 10580

Phone: (914) 967-7167 Fax (914) 967-7185

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- (e) the adequacy of water supply and waste disposal for the proposed use;

Will use existing water supply and waste disposal
inside the main Wainwright Horse estate.

- (f) consistency with Federal, State, County, and local comprehensive land use plans and regulations; and

Fully consistent

- (g) the availability of preferable alternative locations on the subject parcel or, in the case of activity that cannot be undertaken on the property without disturbance to wetlands, the availability of other reasonable locations for the activity.

The tent is sited adjacent to the main estate so
that guests may access the temporary structure
via the solarium.

J. Regulatory Compliance

1. Will the proposed project place any fill or a structure within a Flood Zone? Yes No
(If yes, Chapter 100, Floodplain Management, may apply)
2. Is the proposed activity located within a designated preservation area? Yes No
(If yes, Chapter 117, Landmarks Preservation, may apply)
3. Is a fence or wall proposed as part of the application? Yes No
(If yes, Chapter 90, Fences and Walls, may apply)



Wetlands & Watercourses Application

City of Rye, New York Planning Department

1051 Boston Post Road, Rye, New York 10580

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www.ryeny.gov

4. Is the property located within a designated coastal area boundary?
 (If yes, Chapter 73, Coastal Zone Management, may apply) Yes No
5. Does the application also involve the Subdivision of a Property?
 (If yes, Chapter 170, Subdivision of Land, may apply) Yes No

K. Prior Approvals – Application Checklist for Permits:

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

Board, Commission or Inspector:	Date(s) of Prior Approval(s):	City Identifier Reference(s):	Previous Action(s) on Application(s):	New Permit(s) Applied for: (Check Boxes)
Appeals				<input type="checkbox"/>
Architectural Review				<input type="checkbox"/>
Conservation				<input type="checkbox"/>
Landmarks				<input type="checkbox"/>
Planning Commission	June 9, 2015 & March 22, 2010		Permitted	<input checked="" type="checkbox"/>
Building Inspector				<input type="checkbox"/>
City Engineer				<input type="checkbox"/>
Naturalist				<input type="checkbox"/>
City Planner				<input type="checkbox"/>
Other:				<input type="checkbox"/>

By filing an application, the property owner thereby consents to entry onto his land by the City Planner, or other agents designated by the Planning Commission for the purpose of undertaking any investigation, examination, survey, or other activity necessary for the purposes of Chapter 195.

Applicant Signature *PRESIDENT*

Date

WAINWRIGHT HOUSE, INC

Property Owner Signature(s)

MARCH 8, 2021

Date



LWRP Consistency Application

City of Rye, New York Planning Department

1051 Boston Post Road, Rye, New York 10580

Phone: (914) 967-7167 Fax (914) 967-4641 www.ci.rye.ny.us/planning.htm

The undersigned applicant hereby applies to the Rye City Council for determination of consistency in accordance with Chapter 73, Coastal Zone Management Waterfront Consistency review, of the Rye City Code, and, therefore, represents and states as follows:

A. Application Name: WAINWRIGHT HOUSE Seasonal Tents

B. Applicant (If Applicant is not owner, attach document confirming interest in property):

Name: Wainwright House Inc.
 Address: 260 Stuyvesant Avenue
 City: Rye State: NY Zip: 10580
 Phone: 914. 967. 6080
 Fax: 914. 967. 6114
 Email: rmanheimer@wainwright.org

C. Property Owner:

Name: same as above
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____
 Fax: _____

D. Architect/Landscape Architect/Engineer or Surveyor:

Name: Same specifications previously approved
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____
 Fax: _____

For Planning Department Use Only:

Application Receipt Date:

Application No.: _____
 Application No.: _____
 Fee Check No.: _____
 Prior Approvals: _____
 Prior Approvals: _____



LWRP Consistency Application

City of Rye, New York Planning Department

Page 2 of 10

F. Property Information:

Street Address: 260 Snyvesant Avenue
 City: Rye State: NY Zip: 10580
 Property Area (Acres): 3.03 for subject parcel; WH owns a second adjacent parcel and both are 5.1
 Tax Map Designation: Sheet: 153.18 Block: 1 Lot(s): 1
 Sheet: _____ Block: _____ Lot(s): _____
 Sheet: _____ Block: _____ Lot(s): _____
 Zoning District: R-1
 Flood Insurance Zone: "X" and "VE" Federally Designated FIR Zones

G. Fee (as per City of Rye Fee Schedule)

Please include application fee and indicate amount here: \$ TBD

H. City Naturalist's Determination:

Please attach a copy of the City Naturalist's wetland determination (separate form required).

I. Coastal Assessment Form

Please attach a completed copy of the Coastal Assessment Form required by Chapter 73 (separate form required).

J. Statement of Proposed Work and Purpose Thereof:

Please provide as statement of the proposed work and purpose thereof (If the space provided is insufficient, please attach additional sheet(s)):

Continuation of Planning Commission Resolutions No. 15-2015 and No. 04-2011 to install and use three seasonal tents for wedding and non-wedding events each season



LWRP Consistency Application

City of Rye, New York Planning Department

K. Evaluation of Consistency with LWRP Policies:

Actions to be undertaken within the Coastal Area must be evaluated for consistency in accordance with the LWRP policy standards and conditions, which are explained and described in Section III of the Rye City LWRP, a copy of which is on file in the City Clerk's and City Planner's Office and available for inspection during normal business hours. In the case of direct actions, the agency shall also consult with Section IV of the LWRP in making their consistency determination.

In making its determination, the City Council must consider the following factors, and issue written findings with respect to those factors that are applicable. Please give any pertinent information that will permit the Planning Commission to make a determination that this action is consistent with the following policies:

- (1) Revitalize deteriorated and under utilized waterfront areas (Policy 1).

The application will not materially alter the waterfront area, but will enhance public access to enjoy views of Milton Harbor especially with the addition of four community events.

- (2) Retain and promote recreational water-dependent uses (Policy 2).

The application will retain and promote access to enjoyment of unobstructed views to Milton Harbor.

- (3) Strengthen the economic base of smaller harbor areas by encouraging traditional uses and activities (Policy 4).

The application will strengthen the economic viability of a twenty-year old not-for-profit.



LWRP Consistency Application

City of Rye, New York Planning Department

- (4) Ensure that development occurs where adequate public infrastructure is available to reduce health and pollution hazards (Policy 5).

The Applicant is committed to maintaining its grounds with organic materials and restricts the use of the requested tents with limitations to keep grounds litter free and animals and birds undisturbed.

- (5) Streamline development permit procedures (Policy 6).

Not applicable.

- (6) Protect significant and locally important fish and wildlife habitats from human disruption and chemical contamination (Policies 7, 7A, 7B and 8).

The Applicant maintains its 5.1 acres with organic materials and strives to be as low a polluter as possible.

- (7) Maintain and expand commercial fishing facilities to promote commercial and recreational fishing opportunities (Policies 9 and 10).

not applicable.



LWRP Consistency Application

City of Rye, New York Planning Department

Page 5 of 10

- (8) Minimize flooding and erosion hazard through non-structural means, carefully selected, long-term structural measures and appropriate siting of structures (Policies 11, 12, 13, 14, 16, 17, and 28).

This has been accomplished through the siting of the proposed tents as removed as possible and the maintenance of a seasonally-installed carpet over a porous gravel base.

- (9) Safeguard economic, social and environmental interests in the coastal area when major actions are taken (Policy 18).

The application is intended to promote social access to Milton Harbor, safeguard the economic viability of Wainwright House, and minimize any and all environmental negative impacts.

- (10) Maintain and improve public access to the shoreline and to water-related recreational facilities while protecting the environment (Policies 2, 19, 19A, 19B, 20, 21 and 22).

The application is designed to improve public access to the Milton Harbor shoreline while protecting the environment.

- (11) Protect and restore historic and archaeological resources (Policy 23).

This application will enable Wainwright House to remain a Rye institution with a historic main estate open to the public.



LWRP Consistency Application

City of Rye, New York Planning Department

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- (12) Protect and upgrade scenic resources (Policy 25).

This application will upgrade access to the view of Milton Harbor through a level environment with open, expansive views.

- (13) Site and construct energy facilities in a manner which will be compatible with the environment and contingent upon the need for a waterfront or water location (Policies 27, 29 and 40).

This application avails itself of Wannunght House's current energy infrastructure or may utilize temporary and auxiliary generators.

- (14) Prevent ice management practices which could damage significant fish and wildlife and their habitats (Policy 28).

Not applicable because requested permit is for temperate season of May through October.

- (15) Protect surface and groundwaters from direct and indirect discharge of pollutants and from overuse (Policies 30, 31, 32, 33, 34, 35, 36, 37 and 38).

This application will not impact negatively groundwaters nor will it involve the indirect discharge of pollutants.



LWRP Consistency Application

City of Rye, New York Planning Department

- (16) Perform dredging and dredge spoil disposal in a manner protective of natural resources. (Policies 15 and 35).

not applicable.

- (17) Handle and dispose of hazardous wastes and effluents in a manner which will not adversely affect the environment nor expand existing landfills (Policy 39).

not applicable.

- (18) Protect air quality (Policies 41, 42 and 43).

not applicable.

- (19) Protect tidal and freshwater wetlands (Policy 44).

not applicable.



LWRP Consistency Application

City of Rye, New York Planning Department

L. Evaluation of Actions Inconsistent with LWRP Policies:

If it is determined that the action would not be consistent with one or more of the LWRP policy standards and conditions, such action shall not be undertaken unless the determining agency makes a written finding with respect to the proposed action. If applicable, please give any pertinent information that will permit the Planning Commission to make a determination on the following: (If the space provided is insufficient, please attach additional sheet(s))

- (1) No reasonable alternatives exist which would permit the action to be undertaken in a manner that would not substantially hinder the achievement of such LWRP policy standards and conditions.

proposal consistent with LWRP

- (2) The action would be undertaken in a manner that will minimize all adverse effects on such LWRP policy standards and conditions.

Proposal inconsistent with LWRP

- (3) The action will advance one or more of the other LWRP policy standards and conditions.

yes



LWRP Consistency Application

City of Rye, New York Planning Department

(4) The action will result in an overriding city, regional or statewide public benefit.

Yes

M. Regulatory Compliance

- 1. Will the proposed project place any fill or a structure within a Flood Zone? Yes No
(If yes, Chapter 100, Floodplain Management, may apply)
- 2. Is the proposed activity located within a designated preservation area? Yes No
(If yes, Chapter 117, Landmarks Preservation, may apply)
- 3. Is a fence or wall proposed as part of the application? Yes No
(If yes, Chapter 90, Fences and Walls, may apply)
- 4. Does the application also involve site plan approval? Yes No
(If yes, Chapter 197, Zoning, may apply)
- 5. Does the application also involve the subdivision of a property? Yes No
(If yes, Chapter 170, Subdivision of Land, may apply)

N. Prior Approvals – Application Checklist for Permits:

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



LWRP Consistency Application

City of Rye, New York Planning Department

Board, Commission or Inspector:	Date(s) of Prior Approval(s):	City Identifier Reference(s):	Previous Action(s) on Application(s):	New Permit(s) Applied for: (Check Boxes)
Appeals				<input type="checkbox"/>
Architectural Review				<input type="checkbox"/>
Conservation				<input type="checkbox"/>
Landmarks				<input type="checkbox"/>
Planning Commission	June 9, 2015 & March 17, 2010		Permitted	<input checked="" type="checkbox"/>
Building Inspector				<input type="checkbox"/>
City Engineer				<input type="checkbox"/>
Naturalist				<input type="checkbox"/>
City Planner				<input type="checkbox"/>
Other:				<input type="checkbox"/>

O. Signatures

By signing this application the applicant attests that to the best of his or her knowledge all information provided herein is accurate and truthful. The signature of the applicant and owner also grants consent to having any City Staff or City Board or Commission members responsible for of the review or approval of this application(s) to enter the property of the subject application.

Applicant Signature *PRESIDENT*

Date

WAINWRIGHT HOUSE, INC

Property Owner Signature(s)

MARCH 8, 2021

Date



Coastal Assessment Form

City of Rye, New York Planning Department

1051 Boston Post Road, Rye, New York 10580

Phone: (914) 967-7167

Fax (914) 967-4641

www.ci.rye.ny.us/planning.htm

A. INSTRUCTIONS (Please print or type all answers)

1. Applicants or in the case of direct actions, city agencies, shall complete this Coastal Assessment Form (CAF) for proposed actions which are subject to the consistency review law. This assessment is intended to supplement other information used by a city agency in making a determination of consistency.
2. Before answering the questions in Section C, the preparer of this form should review the policies and explanations of policy contained in the Local Waterfront Revitalization Program (LWRP), a copy of which is on file in the City Clerk's office. A proposed action should be evaluated as to its significant beneficial and adverse effects upon the coastal area.
3. If any question in Section C on this form is answered "yes", then the proposed action may effect the achievement of the LWRP policy standards and conditions contained in the consistency review law. Thus, the action should be analyzed in more detail and, if necessary, modified prior to making a determination that it is consistent to the maximum extent practicable with the LWRP policy standards and conditions. If an action cannot be certified as consistent with the LWRP policy standards and conditions, it shall not be undertaken.

B. DESCRIPTION OF SITE AND PROPOSED ACTION

1. Type of city agency action (check appropriate response):
 - (a) Directly undertaken (e.g. capital construction, planning activity, agency regulation, land transaction): _____
 - (b) Financial assistance (e.g. grant, loan, subsidy): _____
 - (c) Permit, approval, license, certification: Renewal & Modification of Tent Permit
 - (d) Agency undertaken action: _____
2. Describe nature and extent of action: Continuation of a seasonal permit to install three tents for weddings and non-wedding events.
3. Location of action (including street or site description): 260 Snivresant Avenue, due west of the solarium
4. Size of site: Main tent is 60' by 60'; smaller tent 19' by 28'
5. Present land use: Not-for-profit activities to promote the development of human potential
6. Present zoning classification: R-1 accessory use



Coastal Assessment Form

City of Rye, New York Planning Department

7. Describe any unique or unusual forms on the project site (i.e. bluffs, dunes, swales, ground, depressions, other geological formations):
None

8. Percentage of site which contains slopes of 15% or greater None

9. Streams, lakes, ponds or wetlands existing within or contiguous to the project area?

(a) Name: Milton Harbor waterfront

(b) Size (in acres): main parcel is 3.1; 2nd parcel equals a total of 5.1 acres

10. If an application for the proposed action has been filed with the city agency, the following information shall be provided:

(a) Name of applicant: Wainwright House, Inc.

(b) Mailing address: 260 Stuyvesant Avenue Rye NY 10580

(c) Telephone number: Area Code: 914-967-6090

(d) application number, if any: _____

11. Will the action be directly undertaken, require funding, or approval by a state or federal agency?

Yes No If yes, which state or federal agency?



Coastal Assessment Form

City of Rye, New York Planning Department

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C. COASTAL ASSESSMENT Check either "yes" or "no" for each of the following:

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| 1. Will the proposed action be located in, or contiguous to, or have a potentially adverse effect upon any of the resource areas identified on the coastal area map?: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| (a) Significant fish or wildlife habitats? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Scenic resources or local or statewide significance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Natural protective features in an erosion hazard area? | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Note: If the answer to any question above is yes, please explain in Section D any measures which will be undertaken to mitigate any adverse effects.</i> | | |
| 2. Will the proposed action have a <u>significant</u> adverse effect upon: | | |
| (a) Commercial or recreational use of fish and wildlife resources? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Scenic quality of the coastal environment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Development of future, or existing water dependent uses? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) Land or water uses within a small harbor area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) Stability of the shoreline? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (f) Surface or groundwater quality? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (g) Existing or potential public recreation opportunities? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (h) Structures, sites or districts of historic, archaeological or cultural significance to the city, State or nation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Will the proposed action <u>involve</u> or <u>result</u> in any of the following: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (a) Physical alteration of land along the shoreline, land under water or coastal waters? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Physical alteration of two (2) acres or more of land located elsewhere in the coastal area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Expansion of existing public services or infrastructure in undeveloped or low density area of the coastal area? | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Energy facility not subject to Article VII or VIII of the Public Service Law? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) Mining, excavation, filling or dredging in coastal waters? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (f) Reduction of existing or potential public access to or along the shore? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (g) Sale or change in use of publicly-owned lands located on the shoreline or underwater? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (h) Development within a designated flood or erosion hazard area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (i) Development on a beach, dune, barrier island or other natural feature that provides protection against flooding or erosion? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (j) construction or reconstruction of erosion protective structures? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (k) Diminished surface or groundwater quality? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |



Coastal Assessment Form

City of Rye, New York Planning Department

Page 4 of 5

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| (l) Removal of ground cover from the site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Project | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (a) If project is to be located adjacent to shore: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (1) Will water-related recreation be provided? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (2) Will public access to the foreshore be provided? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (3) Does the project require a waterfront site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) Will it supplant a recreational or maritime use? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (5) Do essential public services and facilities presently exist at or near the site? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (6) Is it located in a flood prone area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (7) Is it located in an area of high erosion? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) If the project site is publicly owned: | <input type="checkbox"/> | <input type="checkbox"/> |
| (1) Will the project protect, maintain and/or increase the level and types of public access to water-related recreation resources and facilities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (2) If located in the foreshore, will access to those and adjacent lands be provided? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (3) Will it involve the siting and construction of major energy facilities? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) Will it involve the discharge of effluents from major steam electric generating and industrial facilities into coastal facilities? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Is the project site presently used by the community neighborhood as an open space or recreation area? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Does the present site offer or include scenic views or vistas known to be important to the community? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Is the project site presently used for commercial fishing or fish processing? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (f) Will the surface area of any waterways or any wetland areas be increased or decreased by the proposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (g) Does any mature forest (over 100 years old) or other locally important vegetation exist on this site which will be removed by the project? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (h) Will the project involve any waste discharges into coastal waters? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (i) Does the project involve surface or subsurface liquid waste disposal? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (j) Does the project involve transport, storage, treatment or disposal of solid waste or hazardous materials? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (k) Does the project involve shipment or storage of petroleum products? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |



Coastal Assessment Form

City of Rye, New York Planning Department

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| (l) Does the project involve discharge of toxics, hazardous substances or other pollutants into coastal waters? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (m) Does the project involve or change existing ice management practices? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (n) Will the project affect any area designated as a tidal or freshwater wetland? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (o) Will the project alter drainage flow, patterns or surface water runoff on or from the site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (p) Will best management practices be utilized to control storm water runoff into coastal waters? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (q) Will the project utilize or affect the quality or quantity of sole source or surface water supplies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (r) Will the project cause emissions which exceed federal or state air quality standards or generate significant amounts of nitrates or sulfates? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

D. REMARKS OR ADDITIONAL INFORMATION. (Add any additional sheets necessary to complete this form.)

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

Preparer Name ROBERT MANHEIMER Date MARCH 8 2021

Signature Title PRESIDENT

Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR: WAIN WRIGHT HOUSE, Inc.
2. PROJECT NAME: WAIN WRIGHT HOUSE Seasonal Tents
3. PROJECT LOCATION: Municipality, County
4. PRECISE LOCATION: 260 Stuyvesant Avenue, off the solarium on west side of the parcel.
5. PROPOSED ACTION IS: [X] Modification/alteration - continuation with event number and season amended
6. DESCRIBE PROJECT BRIEFLY: continuation of Planning Commission Resolutions No. 15-2015 & No 04-2011 to install and use three adjoining seasonal tents for wedding and non-wedding events each season.
7. AMOUNT OF LAND AFFECTED: Initially 60' by 60' main lot; 2nd 19' x 22' acres. Ultimately Total lot is 3.1 acres
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? [X] Yes
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? [X] Residential
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? [X] No
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? [X] Yes
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? [X] Yes
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE
Applicant/sponsor name: ROBERT MANHEIMER, PRESIDENT
Signature: [Handwritten Signature]
Date: MARCH 8, 2021

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?
 Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

Reset

EXHIBIT D

Nick Everett, Chairman
Post Road Laura Brett
Rye, New York
7167 Richard Schaupp
Fax: (914) 967-
Steven Secon
www.ryeny.gov



Department Andrew Ball
1051 Boston
10580 Richard Mecca
Tel: (914) 967-
7185

CITY OF RYE

Planning Commission

Resolution

No. 14A - 2021

Resolution

Application Name:	Wainwright House Seasonal Tent
Approvals:	Modification and Extension of Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency Determination
Application Number:	SP#317 and WP#280
Project Description:	Installation and Use of Three Seasonal Tent
Street Address:	260 Stuyvesant Avenue
Tax Map Designation:	Sheet: 153.18 Block: 1 Lot: 1
Approval Date:	September 14, 2021
Expiration Date:	October 31, 2024

RECEIVED
CITY OF RYE
2021 NOV 22 PM 2:35

WHEREAS, on March 22, 201 1, Wainwright House, Inc. (hereinafter "Applicant"), obtained approval from the Planning Commission in Resolution No. 04-201 1 to install and use of a seasonal tent for wedding and non-wedding events each season; and

WHEREAS, the prior approval provided for restrictions on the use of the seasonal tent and had an expiration date of October 1, 2016 (the "2011 Approval"); and

WHEREAS, on April 17, 2015, submitted a request for Modification and Extension of Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency, located at 260 Stuyvesant Avenue (the "2015 Approval"); and

WHEREAS, the 2015 Approval was granted by the Planning Commission on certain conditions and is set to expire on October 30, 2021; and

WHEREAS, on March 8, 2021, the applicant submitted a letter and all required applications and forms seeking a five-year extension of the 2015 Approval subject to same conditions and restrictions except for the following requested modifications (the "2021 Application");

Wainwright House Seasonal Tent (SP#317 and WP#280)

Planning Commission Resolution No. 14A-2021

September 14, 2021

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1) Amend Condition I of the 2015 Approval to allow for an additional 5 tented wedding events with amplified music (bringing the total wedding events to 15) and to allow 4 non-wedding cultural or community events with amplified music;

2) Amend Condition 2 of the 2015 Approval to allow weddings to extend to the end of October, but excluding the Columbus Day weekend; and

3) Amend Condition 3 of the 2015 Approval to require the tent to be removed after the last weekend in October; and

WHEREAS, as stated and re-affirmed in the 2011 and 2015 Approval, the Applicant's use of the property is permitted under the City's zoning and land use regulations as a religious use; and

WHEREAS, both Congress and the Courts have broadened the definition of religious exercise; and

WHEREAS, with the adoption of the Religious Land Use and Institutionalized Persons Act (RLUIPA), Congress' intent was to construe religious exercise "to the maximum extent permitted by the terms of this chapter and the Constitution." 42 U.S.C. §2000cc(a)(1); and

WHEREAS, under RLUIPA, religious exercise is defined as "any exercise of religion, whether or not compelled by, or central to, a system of religious belief." 2000cc-5(c)(7)A); and

WHEREAS, the City has required the applicant to undergo the normal land use process that every other secular land use applicant must go in the R-1 zoning district and such process is not a substantial burden (see Town of Mount Pleasant v. Legion of Christ, Inc., 800 N.Y.S.2d 34 21 A.D.3d 368 (2d Dep't 2005); and

WHEREAS, on April 10, 2021, the Commission conducted a site walk of the applicant's property and reviewed surrounding area; and

WHEREAS, on April 13, 2021, the Commission set a public hearing for its April 27, 2021 meeting; and

WHEREAS, on April 27, 2021, the Commission re-set the public hearing for May 11, 2021, due to a notice deficiency; and

WHEREAS, the public hearing on this matter was held and closed on May 11, 2021 and all those wishing to be heard were given the opportunity to be heard; and

WHEREAS, the Commission reviewed and discussed the matter at its May 27, 2021 meeting and encouraged the applicant to work with area neighbors to address concerns regarding the application; and

Wainwright House Seasonal Tent (SP#317 and WP#280)
Planning Commission Resolution No. 14A-2021
September 14, 2021
Page 3 of 6

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WHEREAS, the application was adjourned at the applicant's request for the Commission's June 8, June 22 and July 13, 2021 meetings; and

WHEREAS, the application was considered by the Commission at its August 10 and September 14, 2021 meetings; and

WHEREAS, public comment both oral and written was reviewed and considered by the Planning Commission and is incorporated as part of the official record of this application; and

WHEREAS, the record includes letters and comments both supporting and objecting to the application; and

WHEREAS, in an August 9, 2021 letter to the Planning Commission, the applicant, after speaking with the neighbors, agreed to reduce its request from a 5-year permit to a 3-year permit; and

NOW, THEREFORE, BE IT RESOLVED, that after considering the oral testimony and reviewing the written submissions, the analysis and findings in the Negative Declaration Resolution Number 14-2021 and the complete record, the Commission finds that the applicant's request to amend the existing approval to hold 15 tented wedding events with amplified music is too many given the number of weekends in the summer and fall months and agrees that it will permit up to 10 tented wedding events with amplified music consistent with the 2011 and 2015 Approvals; and

BE, IT FURTHER RESOLVED, that the applicant's request for five(5) cultural events with amplified music and extending the permitted tent season to the end of October (exclusive of Columbus Day weekend) for a three-year term is acceptable and consistent with the City's LWRP policies, standards and conditions identified in \73-5.D Coastal Zone Management, the standards of permit decision in \195-5.D, Wetlands and Watercourses, and the criteria listed in 5197-10, uses permitted subject to additional standards and requirements, Zoning, of the Code of the City of Rye; and

BE, IT FURTHER RESOLVED, that all other activities in the tent are permitted provided they have no amplified sound or music and shall only be for events and activities consistent with the religious use classification permitted by the Rye City Zoning Code; and

BE, IT FURTHER RESOLVED, that the Planning Commission re-affirms the findings in Resolution No. 04-2011 and Resolution No. 15-2015, which are incorporated herein by reference and made part of this decision, subject to the following amended conditions for the tent:

Wainwright House Seasonal Tent (SP#317 and WP#280)

Planning Commission Resolution No. 14A-2021

September 14, 2021

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Conditions:

1. There shall be no more than 10 tented wedding events and 5 lower-intensity cultural events with amplified sound or music that are consistent with supporting the applicant's mission per calendar year.
2. The tent shall not be used for any event before the second Saturday in May and after the last weekend in October, except that there shall be no use of the tent during the Friday, Saturday, Sunday and Monday of Columbus Day weekend.
3. The tent and floor tiles set on top of the gravel shall be removed each season immediately after the last weekend in October and shall not be re-installed before the first day of May.
4. Amplified music for wedding events shall be turned off by 10:00 PM Monday through Saturday and 9:00 PM on Sunday. There shall be no amplified music for any tented wedding event between 10:00 PM and 10:00 AM Monday through Saturday and after 9:00 PM on Sunday. There shall be no amplified music between 8:00 PM and 10:00 AM for cultural events.
5. Catering staff and wedding guests shall leave the site by 10:30 PM.
6. There shall be no outdoor storage of garbage related to tented events.
7. Weddings or any lower-intensity cultural events consistent with supporting the applicant's mission involving more than 150 attendees shall provide busing for participants.
8. Each year, prior to installing the tent the applicant shall apply for a building permit from the Rye City Building Department. Accompanying the building permit application shall be a list that identifies the date, number of attendees and type of event (either wedding or cultural event) that will be held in the tent using amplified sound or music for the upcoming season. Any amendments to the list of tented events shall be submitted to the Building Department at least ten (10) calendar days before such event is held.
9. The Building Inspector shall confirm the structural integrity of the tent (including the impact sound attenuation measures may have on the structure), fire safety and other public health and safety considerations.

AND, BE IT FURTHER RESOLVED, that this approval shall expire on October 31, 2024. After such expiration date there shall be no tented events on the property unless a new application following the same form and procedure as the original application is approved by the Planning Commission. Any new application for seasonal outdoor tent should be submitted to the Planning Commission a year or more before the expiration date in order to give the Planning Commission adequate time review and process the application.

Wainwright House Seasonal Tent (SP#317 and WP#280)

Planning Commission Resolution No. 14A-2021

September 14, 2021

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I certify that the foregoing resolution is a correct copy of Planning Commission Resolution #14A2021-2021, which was duly adopted on September 14, 2021.



Christian K.
Miller, City
Planner

Wainwright
House Seasonal
Tent (SP#317 and
WP#280)
Planning
Commission
Resolution No.
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September 14,
2021
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1/22/21
Date

EXHIBIT E

Nick Everett, Chairman
 Andrew Ball
 Laura Brett
 Richard Mecca
 Richard Schaupp
 Steven Secon



Planning Department
 1051 Boston Post Road
 Rye, New York 10580
 Tel: (914) 967-7167
 Fax: (914) 967-7185
 www.ryeny.gov

CITY OF RYE
Planning Commission

Resolution

No. 14 - 2021

Application Name: **Wainwright House Seasonal Tent**
 Approvals: **Modification and Extension of Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency Determination**
 Application Number: **SP#317 and WP#280**
 Project Description: **Installation and Use Seasonal Tent**
 Street Address: **260 Stuyvesant Avenue**
 Tax Map Designation: **Sheet: 153.18 Block: 1 Lot: 1**
 Approval Date: **September 14, 2021**
 Expiration Date: **October 31, 2024**

WHEREAS, on March 22, 2011, Wainwright House, Inc. (hereinafter "Applicant"), obtained approval from the Planning Commission in Resolution No. 04-2011 to install and use a seasonal tent for wedding and non-wedding events each season; and

WHEREAS, the prior approval provided for restrictions on the use of the seasonal tent and had an expiration date of October 1, 2016 (the "2011 Approval"); and

WHEREAS, on April 17, 2015, submitted a request for Modification and Extension of Final Site Plan, Use Permitted Subject to Additional Standards and Requirements, Wetland and Watercourses Permit and LWRP Coastal Consistency, located at 260 Stuyvesant Avenue (the "2015 Approval"); and

WHEREAS, the 2015 Approval was granted by the Planning Commission on certain conditions and is set to expire on October 30, 2021; and

WHEREAS, on March 8, 2021, the applicant submitted a letter and all required applications and forms seeking a five-year extension of the 2015 Approval subject to same conditions and restrictions except for the following requested modifications (the "2021 Application"):

1) Amend Condition 1 of the 2015 Approval to allow for an additional 5 tented wedding events with amplified music (bringing the total wedding events to 15) and to allow 4 non-wedding cultural or community events with amplified music;

Wainwright House Seasonal Tent (SP#317 and WP#280)

Planning Commission Resolution No. 14-2021

September 14, 2021

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2) Amend Condition 2 of the 2015 Approval to allow weddings to extend to the end of October, but excluding the Columbus Day weekend; and

3) Amend Condition 3 of the 2015 Approval to require the tent to be removed after the last weekend in October; and

WHEREAS, as stated and re-affirmed in the 2011 and 2015 Approval, the Applicant's use of the property is permitted under the City's zoning and land use regulations as a religious use; and

WHEREAS, both Congress and the Courts have broadened the definition of religious exercise; and

WHEREAS, with the adoption of the Religious Land Use and Institutionalized Persons Act (RLUIPA), Congress' intent was to construe religious exercise "to the maximum extent permitted by the terms of this chapter and the Constitution." 42 U.S.C. §2000cc(a)(1); and

WHEREAS, under RLUIPA, religious exercise is defined as "any exercise of religion, whether or not compelled by, or central to, a system of religious belief." § 2000cc-5(c)(7)A); and

WHEREAS, the City has required the applicant to undergo the normal land use process that every other secular land use applicant must go through in the R-1 zoning district and such process is not a substantial burden (*see Town of Mount Pleasant v. Legion of Christ, Inc.*, 800 N.Y.S.2d 34 21 A.D.3d 368 (2d Dep't 2005); and

WHEREAS, on April 10, 2021, the Commission conducted a site walk of the applicant's property and reviewed surrounding area; and

WHEREAS, on April 13, 2021, the Commission set a public hearing for its April 27, 2021 meeting; and

WHEREAS, on April 27, 2021, the Commission re-set the public hearing for May 11, 2021, due to a notice deficiency; and

WHEREAS, the public hearing on this matter was held and closed on May 11, 2021 and all those wishing to be heard were given the opportunity to be heard; and

WHEREAS, the Commission reviewed and discussed the matter at its May 27, 2021 meeting and encouraged the applicant to work with area neighbors to address concerns regarding the application; and

WHEREAS, the application was adjourned at the applicant's request for the Commission's June 8, June 22 and July 13, 2021 meetings; and

Wainwright House Seasonal Tent (SP#317 and WP#280)
Planning Commission Resolution No. 14-2021
September 14, 2021
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WHEREAS, the application was considered by the Commission at its August 10 and September 14, 2021 meetings; and

WHEREAS, public comment both oral and written was reviewed and considered by the Planning Commission and is incorporated as part of the official record of this application; and

WHEREAS, the record includes letters and comments both supporting and objecting to the application; and

WHEREAS, in an August 9, 2021 letter to the Planning Commission, the applicant, after speaking with the neighbors, agreed to reduce its request from a 5-year permit to a 3-year permit; and

WHEREAS, prior to 2010, seasonal tent has been used by the applicant for weddings and other events on a seasonal basis for a number of years, but did not require approval from the Planning Commission, Board of Appeals, City Council or other City Board or Commission; and

WHEREAS, the seasonal tent in the application is for weddings and other events and have been used for that purpose for at least twenty years in the exact location as shown in the application; and

WHEREAS, a Short Environmental Assessment Form dated March 8, 2021, was submitted by the Applicant and reviewed by the Planning Commission; and

WHEREAS, the Planning Commission determined that the action is an Unlisted Action pursuant to the New York State Environmental Quality Review Act (SEQRA); and

WHEREAS, there are no other involved agencies for the proposed action; and

WHEREAS, the Planning Commission referred the application to the CC/AC; and

WHEREAS, the Planning Commission received numerous comments during the public hearings; and

WHEREAS, the focus of the comments related to the seasonal use of the tent were on traffic, noise and community character; and

WHEREAS, the Planning Commission adopted a resolution of approval on March 22, 2011, which resolution sets forth the Commission's rationale and reasoned deliberation finding that the proposed action will not have any significant adverse impacts; and

WHEREAS, the Planning Commission has reviewed the resolutions of approval of March 22, 2011 and July 15, 2015; and

Wainwright House Seasonal Tent (SP#317 and WP#280)

Planning Commission Resolution No. 14-2021

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WHEREAS, this resolution incorporates the findings and reasoned elaboration in the March 22, 2011 resolution and as also adopted by the July 15, 2015; and

WHEREAS, the applicant has submitted Part I of the Environmental Assessment Form (EAF) dated March 8, 2021; and

WHEREAS, in considering the criteria under 6 NYCRR Part 617.7 (a)-(c), the Planning Commission has reviewed and completed Part II of the EAF and has evaluated the following environmental areas and found the following, similar to its findings in 2015:

Impact on Community Character

The Planning Commission has reviewed the use of the property with a purposeful eye on the impacts to the community, including noise and traffic concerns raised by residents. The Planning Commission notes that although Wainwright House is located in an R-1 Single-Family Residence District on Milton Point, it is in an area that includes both single-family residential and membership club uses. Opposite the property on the east side of Stuyvesant Avenue is the Coveleigh Club. Further south on Stuyvesant Avenue are the Shenerock Shore Club and the American Yacht Club. Prior to 1991, these clubs were located in the City's R-1 District until the zoning district designation was changed to the Membership Club District as recommended in the City's Local Waterfront Revitalization Program (LWRP). These clubs are permitted uses and can generate potentially disruptive levels of noise, traffic and outdoor activities during the same period that Wainwright House uses its seasonal tent. Clearly, the land use context is not one of an exclusively residential area.

Due to its location and the prior use of the property for seasonal tented events and the conditions placed on the approval, no significant adverse impacts to the community character will occur.

Consistency with Rye's Existing Land Use Plans

Several public comments and written submissions argued that Wainwright House ("WH") in the R-1 Residence District and the WH's is not in compliance with special permit uses, covenants and deed restrictions. The use of the WH as a gathering place for cultural and spiritual events, as a religious use, is consistent with the City's land use regulations for the R-1 Residence District, as a "use permitted subject to additional standards and requirements" and the property has been historically used in a similar manner for decades. The issues raised relating to enforcement of covenants and deed restrictions are not within the purview of the Planning Commission and the Planning Commission does not have any rights to enforce the applicability of deed restrictions.

The continued use by the Wainwright House in a manner that is consistent with City land use regulations and with decades of its prior uses does not increase or intensify any neighborhood impacts that currently exist. Furthermore, the WH's seasonal tent use for religious ceremonies and other cultural events does meet the general standards set forth under §197-10.

Wainwright House Seasonal Tent (SP#317 and WP#280)

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Aesthetic Impacts

Previously, the Board of Architectural Review noted in its comments to the Commission of the historic and architectural significance of the Wainwright House. The tent has been previously installed for a period of potentially seven months, which obstructs the view of the rear façade of the architecturally significant residence on the Wainwright House property. Protecting the historic character of structures in the coastal area is a consideration under the City's Coastal Zone Management Law. The Commission finds that to reduce potential impacts on historic structures and to be consistent with the City's Coastal Zone Management policies, that the tent should be installed for as limited as amount of time as possible and that the prior practice of installing the tent for up to seven months is too long.

The time conditions imposed by the Planning Commission limiting the installation of the tent to five months or less will mitigate any significant adverse aesthetic impacts.

Surface or Groundwater Quality and Quantity

There have been no identified impacts related to surface or groundwater quality or quantity. The applicant's plan includes measures to capture stormwater runoff from the seasonal tent. Any impacts related to the temporary construction of the tents have been mitigated to the maximum extent practicable.

Water Supply and Wastewater/Refuse

The site is served by public sewer and there are no identified sewage capacity problems. In past applications, the applicant is prohibited from any outdoor storage of refuse related to tented events. In addition, the site plan was revised at the request of the Commission to relocate the existing refuse area further from the northern property line and within a screened enclosure area. These conditions and plan revisions will reduce refuse concerns and potentially significant adverse impacts.

Energy

There have been no identified impacts related to the use of energy. Overall, the reduction in the number of weddings and other tented events will reduce the existing levels of energy use.

Traffic and Air Quality

Neighbors raised concerns about the amount of traffic during the tented events. In order to mitigate impacts associated with events generating some traffic, the applicant will incorporate mitigation measures including requiring the use of off-duty police officers to manage traffic flow, using buses for large events to reduce off-site parking impacts and other measures and operational restrictions. In addition, the Planning Commission is further restricting the number of tented events to reduce potential traffic impacts on area roadways.

Wainwright House Seasonal Tent (SP#317 and WP#280)

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The tented events produce no significant adverse traffic or parking impact and level of service at area intersections is not compromised by traffic associated with the tented weddings. Substantial public comment from area neighbors cites only occasional instances of off-site parking on Stuyvesant Avenue. The applicant's use of buses and other traffic control measures for large weddings mitigates traffic and parking impacts.

Any traffic from the project would create negligible increases in air contaminants. Furthermore, the project is not anticipated to generate significant odors. There are no significant adverse impacts to the ambient air quality in the vicinity of the project.

Noise

Noise remains the primary concern among the residential neighbors and that the amplified music continues late into the evening. There were several comments made during the public hearing comment process regarding the amplified noise. Weddings last many hours where activity extends into the late evening and early morning. Caterers and overnight guests generate noise and disturbances that are inconsistent with surrounding residential uses. According to information provided by the applicant, and consistent with its prior approvals, all tented events with amplified music must end by 10:00 p.m. Wainwright House represented that they have complied with these time restraints. Moreover, the Commission is only considering a three year approval, rather than a five year approval, so that if there is an increase in the negative impacts, they can be addressed in a timely manner.

Wetlands

The proposed tent will have no direct impacts on wetlands. The tent has a slight 373 square foot encroachment into locally regulated 100 foot buffer from Milton Harbor and will be erected seasonally. There will be no significant adverse impacts on wetland or other surface water resources.

Miscellaneous

The application will not have any impact on Critical Environmental Areas and does not impact threatened or endangered species. No adverse lighting impacts are expected. In addition, the application will not impact agricultural land resources or open spaces as the Wainwright House has been using the property in a similar fashion for decades.

BE IT RESOLVED, that the Planning Commission based on its review of the Environmental Assessment Form (EAF), the criteria listed in Section 617.7(c) of SEQRA and the complete record, including submissions made in 2011 and 2015, including all the professional reports provided by the applicant, re-affirms its findings in its March 22, 2011 and August 15, 2015 approval resolutions that the proposed action will not have a significant adverse environmental impact due to the extent of the proposed improvements, the modest nature of reasonably expected impacts,

Wainwright House Seasonal Tent (SP#317 and WP#280)

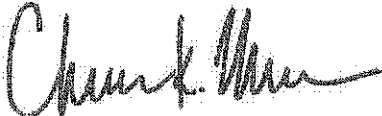
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and modifications to the prior conditions of the approval. A full environmental impact statement does not need to be prepared and a Negative Declaration is issued for the proposed action.

I certify that the foregoing resolution is a correct copy of Planning Commission Resolution #14-2021, which was duly adopted on September 14, 2021.



Christian K. Miller, City Planner

11/22/21

Date

EXHIBIT F

VENEZIANO & ASSOCIATES

COUNSELLORS-AT-LAW

84 BUSINESS PARK DRIVE
SUITE 200
ARMONK, NEW YORK 10504

TEL: (914) 273-1300
FAX: (914) 273-1303

May 11, 2021

Nicholas Everett, Planning Commission Chair
City of Rye
1051 Boston Post Road
Rye, NY 10580

Via Email Only: planning@ryenvy.gov

Re: Wainwright House - Special Permit Opposition

Dear Chairperson Everett & Members of the Commission:

We write on behalf of our clients, Robert and Libby Alexander and concerned residents of Rye, to object to the issuance and/or expansion of the Wainwright House special permit. This, and all other submissions and contributions to the record in the referenced matter, as well as any previous submission in connection with the Applicant's prior zone text amendment application, are incorporated by reference.

We wish to make clear from the outset that the record developed by Alexanders in these matters speaks to legitimate concerns about the integrity of the zoning Code as it is applied throughout all of the City of Rye, and to the character of the neighborhood within which the Wainwright House and the Alexanders make their home. Moreover, their opposition to the present operation, and the possible expansion of those operations, has been voiced with equal respect for both the difficult task this the City Council and the Planning Commission has in balancing the law and the community's input, and the laudable intent of Wainwright's Board in pursuit of the highest and best goals which it was founded to pursue. At all times during this process, the Alexanders remained prepared to seek real-world solutions to Wainwright's present circumstances, and continues to be open to such discussions.

The following focuses attention on a few legal points of law for the record.

VENEZIANO & ASSOCIATES
Nicholas Everett, Planning Commission Chair

May 11, 2021

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DISCUSSION OF "USE PERMITTED SUBJECT TO ADDITIONAL STANDARDS"

Wainwright House operates under a "use permitted subject to additional standards and requirements" (hereafter referred to by the more common legal term, "special permit"). The list of special permit uses is set forth in the Rye City Code at § 197-86.

A special permit use is permitted in the pertinent residential zone only if it is found to conform to certain standards in the Code.

It appears that Wainwright House has previously been permitted by the City as a "religious" institution.

Religious institutions are allowed by the Rye Code as a special permit use, and enjoy certain protections under federal Constitutional law and statutory law, as a corollary of the principle that the government ought not to be able to use its zoning authority to disallow or inhibit freedom of religious expression.

WAINWRIGHT HOUSE DOES NOT QUALIFY AS A PROTECTED OR PERMITTED RELIGIOUS INSTITUTION

There are serious questions as to whether Wainwright House is, in fact, a religious institution entitled to such protection. While its original establishment and present governing documents memorialize such an intent, in practice it seems to expressly deny any religious affiliation or creed, and its operation, as evidenced by the special permit renewal now before the Board, has become essentially that of a commercial conference and catering facility. It only seems to claim its "religious" pedigree when it is useful in securing approval for its commercial activity. This argument is not advanced to scrutinize any creed which Wainwright or its supporters might espouse or reject; it merely points out an inconsistency in claiming the activities for which they now seek approval are akin to that of a church "parish house" while in nearly every other respect distancing themselves from religious connections.

Closer examination of the Code makes the religious institution claim yet more remote. As seen below in excerpts from the Table at 197-86, there are only two religious categories into which Wainwright House could fall: (1) a religious headquarters or (2) a place of worship.

The "religious headquarters" categorization requires a parcel size of at least 20 acres. Wainwright House cannot qualify.

VENEZIANO & ASSOCIATES
Nicholas Everett, Planning Commission Chair

May 11, 2021

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The "religious uses" categorization expressly incorporates the practice of religious worship at the location. As noted above, Wainwright seems to make a point of being an "irreligious" use, except and until it needs to shoehorn the religious use into an approval.

The referenced sections of the Table are set forth below:

§ 197-86 Tables of regulations. Use, area

TABLE OF REGULATIONS: TABLE A
RESIDENCE DISTRICTS USE REGULATIONS

Column 2

Uses Permitted Subject to Additional
Standards and Requirements

(Subject to the requirements and provisions of § 197-10)

R-1, R-2, R-3, R-4, R-5, R-6, RS and RT Districts

(Sub-sections (1)-(9) omitted)

(10) Religious headquarters offices. In R-1 and R-2 Districts only, headquarters offices of religious organizations on sites of 20 acres or more, provided there shall not be more than five employees per acre nor more than an equal number of visitors, provided that not more than 10% of the lot shall be covered by buildings or otherwise used as headquarters offices of religious organizations, and provided that no building or parking area shall be located within the specified distance of any lot line, except that the Planning Commission may permit the limited use of existing buildings within the specified distance of any lot line if such limited use will have no material adverse effect on adjoining property. (*emphasis added*)

(Sub-section (11) omitted)

(12) Religious uses. Churches and other places of religious worship. (*emphasis added*)

FAILURE TO MEET STANDARDS

Even if Wainwright House were deemed a religious use which could be allowed by special permit, it would still be required to meet standards set forth in the Code, which the record reflects it cannot meet. §197-10 sets forth the general standards, and those which it is submitted cannot be overcome by Wainwright House, are set forth below:

§197-10 Uses permitted subject to additional standards and requirements.

VENEZIANO & ASSOCIATES
Nicholas Everett, Planning Commission Chair

May 11, 2021

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The uses indicated in Column 2 of the Table of Regulations made a part hereof, entitled "Uses Permitted Subject to Additional Standards and Requirements," are permitted as follows....

- (1) In a residence district the proposed use will serve a community need or convenience.
- (2) The proposed use will be appropriate in the proposed location and will have no material adverse effect on existing or prospective conforming development, and the proposed site is adequate in size for the use.
- (3) (Omitted)
- (4) The proposed use will be provided with adequate off-street parking to meet its needs, properly screened from adjoining residential uses, and entrance and exit drives are to be laid out to minimize traffic hazards and nuisance.
- (5) The potential generation of traffic will be within the reasonable capacity of the existing or planned streets and highways providing access to the site. (emphasis added)....

The fact that Wainwright House has been allowed to function under a presumed religious use special permit for decades should not be translated into a permanent classification as such, without regard for how their mission, operation, and circumstances have changed over the years. To do so would nullify the legal import of the requirement to return to the Commission periodically to renew the permit.

Nor can the understanding of what it means to cater and host the modern wedding or other social function be equated to what that entailed 50 years ago, or even 10 years ago. The modern event is a commercial enterprise, and courts have held that even under the flag of a religious use, an owner is not meant to be exempt from all consideration of impacts and intensity of land use.

For all the reasons noted (i) in previous submissions by our clients, (ii) by our firm on their behalf, in comments by our clients and others in live public meetings, and (iii) all prior proceedings in this matter by the applicant and the public, Wainwright's operations have been shown to be a commercial venture serving no unmet need of the community, out of scale and character with the community, the traffic capacity, and intent of the zone.

VENEZIANO & ASSOCIATES
Nicholas Everett, Planning Commission Chair

May 11, 2021
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CONCLUSION

It is submitted that:

Wainwright House is not a religious headquarters, nor a lawful religious use, as those terms are defined in the Code.

Wainwright House is not operating as a constitutionally or statutorily protected religious institution when it functions as a non-credal commercial catering venue.

When Wainwright House operates in the manner proposed, it allows and offers the service of intoxicating liquors on the premises, which is a violation of an express title restriction prohibiting such service (see our letter of May 7, 2021); and

Wainwright House cannot meet the standards with which a special permit use must require according to the Code.

Very truly yours,

VENEZIANO & ASSOCIATES

By: _____ //SS// _____
Anthony F. Veneziano, Jr., Esq.

cc: Christian Miller, Planner via email cmiller@ryeny.gov
Kristen Wilson, Esq. via email kwilson@ryeny.gov

VENEZIANO & ASSOCIATES

COUNSELLORS-AT-LAW

84 BUSINESS PARK DRIVE
SUITE 200
ARMONK, NEW YORK 10504

TEL: (914) 273-1300
FAX: (914) 273-1303

May 7, 2021

Kristen Wilson, Esq.
Corporation Counsel, City of Rye
1051 Boston Post Road
Rye, NY 10580

Via Email Only: law@ryeny.gov

Re: Wainwright House - Special Permit Opposition & Title Restrictions

Dear Ms. Wilson:

I write on behalf of Robert and Libby Alexander, the owners of 290 and 300 Stuyvesant Avenue in the City of Rye. Their previous objections to the present and future proposed use of the Wainwright House property (the "Property") has been documented at public meetings and in writing, and reference is made to such previously stated objections.

We write at this time to advise of a bar to the issuance of the requested special permit based upon a title restriction of which the City may not be aware.

Attached you will find a copy of the 1983 deed by which the Property was transferred from the Executor of the Estate of Fonrose Wainwright Condict to Wainwright House, Inc. Wainwright House, Inc. is the current owner of the Property.

The language outlined in red on the attached deed expressly encumbers the Property with the same covenants and restrictions found in certain other instruments, also expressly referenced. A copy of the 1870 instrument which sets forth those intended covenants and restrictions in detail is also attached. The referenced instruments were provided as part of a search done by Royal Abstract.

VENEZIANO & ASSOCIATES
Kristen Wilson, Esq., Corporation Counsel

May 7, 2021

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Among those express restrictions is one which prohibits the sale of "intoxicating liquors," as well as prohibiting the owner of the Property "to suffer" such intoxicants to be sold, or to "let" the Property or any building situate thereon for such purpose.

It would be irresponsible to presume that the catered events contemplated by Wainwright House under the sought-after special permit will not serve "intoxicating" beverages, even if representations to that effect were made on the record. The City should not suborn the violation of such explicit covenants and restrictions impacting the very use for which discretionary approvals are sought.

Nor can it be argued that the restrictions may be ignored or invalidated by virtue of the age of their original imposition. First, as you are aware, the mere antiquity of a covenant or restriction is not grounds for ignoring it. But in the instant case, this restrictive language was incorporated by express language as late as 1983, in a deed to the present owner of the Property. It was a purposeful restriction intended by the Grantor and the Grantee as an important characteristic of the Property, and stated therein to run with the land. It was not an arcane reference in an ancient instrument. In addition to evidencing a purposeful intent to have activities on the property be commensurate with the temperate nature of the Wainwright House's establishment, it is also indicative of the contemplative, non-commercial gathering which its mission declares.

In fact, it is yet another example of Wainwright's present ownership relying on its religious and temperate pedigree when seeking to use that history as a shield against municipal exercise of the police power to protect the character of the neighborhood, while disassociating itself from that same pedigree when pursuing commercial intensity on the site. Such activity may now be shown to be both unlawful and disingenuous.

We ask that you counsel the Planning Commission accordingly. Thank you for considering this submission and the attendant legal instruments.

Very truly yours,

VENEZIANO & ASSOCIATES

By: _____ //SS// _____
Anthony F. Veneziano, Jr., Esq.

NYSCEF DOC. NO. 3



Royal Abstract of New York LLC

125 Park Avenue, Suite 1610, New York, New York 10017 • Phone No. (212) 376-0900 • Fax No. (212) 376-0912

Title No.: 914218
 Client: Libby Alexander
 Applicant: Wainwright House Inc.
 Reference: Wainwright House Inc.
 Premises: 260 Stuyvesant Avenue, Rye, NY (And Others) Sec. 153.18 Block 1 Lot 1; Sec. 153.18 Block 1 Lot 2
 Borrowers: Wainwright House Inc.

TITLE CLOSING INVOICE

Closing Date:

CHARGE DESCRIPTION	BORROWERS(S)	OTHER(S)	LENDER(S)	TITLE POLICIES AND INFORMATION	
COMPANY CHARGES				<ul style="list-style-type: none"> Property Type is Residential One Family Dwelling ALL FUNDS MUST BE PAID BY EITHER BANK, CERTIFIED OR ATTORNEY'S CHECKS. Underwriter: Fidelity National Title Insurance Company + items are subject to NYS Sales Tax 	
POLICY PREMIUMS					
ENDORSEMENTS					
OTHER CHARGES					
Examination of Title +	\$500.00				
Sales Tax Westchester - Non-Specific - 8.375%	\$41.88				
TOTAL COMPANY CHARGES:	\$541.88	\$0.00	\$0.00		
ESCROW AND PASS THROUGH CHARGES					
RECORDING TAXES					
RECORDING FEES					
ESCROWS					
TOTAL ESCROW AND PASS THROUGH CHARGES:					
TOTAL TO ROYAL ABSTRACT OF NEW YORK LLC	\$541.88	\$0.00	\$0.00		GRAND TOTAL: \$541.88

IMPORTANT DISCLOSURES

NOTICE: Title costs for this transaction may include charges for certain services not specified in the state approved Rate Manual and are provided by this Company at the request of your lender or attorney. The Company may impose additional charges for closing attendance in excess of two hours and for any closings extending beyond normal business hours and where additional attendances are necessary or travel arrangements and distance warrant.



CERTIFICATE OF TITLE

Fidelity National Title Insurance Company

Certifies to Libby Alexander

that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of insurance policy in the amounts set forth in Schedule A insuring title and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.

This Certificate shall be null and void (1) if the fees therefor are not paid (2) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

THIS CERTIFICATE IS INTENDED FOR LAWYERS ONLY. SUCH EXCEPTIONS AS MAYBE SET FORTH HEREIN MAY AFFECT MARKETABILITY OF TITLE. YOUR LAWYER SHOULD BE CONSULTED BEFORE TAKING ANY ACTION BASED UPON THE CONTENTS HEREOF. THE COMPANY'S REPRESENTATIVE AT THE CLOSING HEREUNDER MAY NOT ACT AS LEGAL ADVISOR TO ANY OF THE PARTIES OR DRAW LEGAL INSTRUMENTS FOR THEM. SUCH REPRESENTATIVE IS PERMITTED TO BE OF ASSISTANCE ONLY TO AN ATTORNEY. IT IS ADVISABLE TO HAVE YOUR ATTORNEY PRESENT AT THE CLOSING.

IF ANY OF THE CLOSING INSTRUMENTS WILL BE OTHER THAN COMMONLY USED FORMS OR CONTAIN UNUSUAL PROVISIONS, THE CLOSING CAN BE SIMPLIFIED AND EXPEDITED BY FURNISHING THE COMPANY WITH COPIES OF THE PROPOSED DOCUMENTS IN ADVANCE OF CLOSING.

Dated 9 A.M. 3/27/2021

Section 153.18 Block 1 Lot 1

Section 153.18 Block 1 Lot p/o 2

On the land/tax map of the County of Westchester

Redated 9 A.M. _____

ROYAL ABSTRACT
of New York LLC

125 Park Avenue, Suite 1610
New York, NY 10017

Tel: (212) 376-0900

Fax: (212) 376-0911

Email: info@royalabstract.com

Fidelity National Title Insurance Company

IF THE INSURED CONTEMPLATES MAKING IMPROVEMENTS TO THE PROPERTY COSTING MORE THAN TWENTY PER CENTUM OF THE AMOUNT OF INSURANCE TO BE ISSUED HEREUNDER, WE SUGGEST THAT THE AMOUNT OF INSURANCE BE INCREASED TO COVER THE COST THEREOF; OTHERWISE, IN CERTAIN CASES THE INSURED WILL BECOME A CO-INSURER.

The following matters are expressly excluded from the coverage of our standard form of policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy,, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to the Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest [or interest of the mortgagee] insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditor's rights laws that is based on; (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the estate or interest [or interest of the mortgagee] insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure;
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.[For mortgage policies add] (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination, or (iii) [see (4)(ii)(a) and (b), above]
5. [applicable to mortgage policies only] Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered, this certificate will set forth the specific survey exceptions which we will include in our policy. Whenever the word "trim" is used in any survey exceptions from coverage, it shall be deemed to include roof cornices, show window cornices, lintels, sills, window trim, entrance trim, bay window cornices, moldings, belt courses, water tables, keystones, pilasters, porticos, balconies all of which project beyond the street line.

In certain areas, our policy will except from coverage any state of facts which a personal inspection might disclose unless survey coverage is ordered. In these cases a specific exception will appear in this certificate.

Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies.

No search has been made for other financing statements because we do not insure title to personal property. We will on request, in connection with the issuance of a title insurance policy, prepare such search for an additional charge. Our liability in connection with such search is limited to the amount charged for the search.

THIS IS A TITLE REPORT AND NOT A TITLE INSURANCE POLICY. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS FROM COVERAGE UNDER THE TITLE INSURANCE POLICY. WHILE WE BELIEVE THIS TITLE REPORT INCLUDES ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY, ONLY A TITLE INSURANCE POLICY CAN BE RELIED UPON FOR SUCH PURPOSES. PLEASE CONSIDER THIS INFORMATION CAREFULLY.

ROYAL ABSTRACT

Title Insurance agent since 1946

Headquartered in New York City, our full-service title agency is a premier provider of commercial and residential title and settlement services nationwide. As a leading agent for all of the major title insurance underwriters in the United States, we cover the entire market. For over seven decades, Royal Abstract has been providing clients with the necessary service and expertise to successfully execute real estate transactions of all types and sizes. Our title and settlement experts are prepared for any deal, anywhere, with solutions designed to deliver superlative service in all fifty states.

In order to facilitate the quickest response to your inquiries, please call us at (212) 376-0900 or contact a member of our staff directly:

CUSTOMER SERVICE:	Melissa Benner	ext. 0916	mbenner@royalabstract.com
	Sandy Camilo	ext. 0906	scamilo@royalabstract.com
	Jason Figueroa	ext. 5939	jfigueroa@royalabstract.com
	Nancy Georgiou	ext. 2039	ngeorgiou@royalabstract.com
	Lisa Gregory	ext. 2863	lgregory@royalabstract.com
	Nancy Quinn	ext. 0913	nquinn@royalabstract.com
CLEARANCE/LEGAL:	Vernell Clarke	ext. 0905	vclarke@royalabstract.com
	Harry Erreich	ext. 0903	herreich@royalabstract.com
	David Gelbert	ext. 0908	dgelbert@royalabstract.com
	Mary Gleason-Kane	ext. 0907	mgleason@royalabstract.com
	Cynthia Margareten	ext. 0902	cmargareten@royalabstract.com
CLOSINGS:	Lisa Gregory	ext. 2863	lgregory@royalabstract.com
RECORDINGS:	Merly Basalatan	ext. 5375	mbasalatan@royalabstract.com
	Sabrina DeJesus	ext. 6162	sdejesus@royalabstract.com
SALES AND OTHER INQUIRIES:	Martin Kravet	ext. 0909	mkravet@royalabstract.com
	Robert Balachandran	ext. 0999	rbala@royalabstract.com
	Michael Roberts	ext. 0910	mroberts@royalabstract.com

Fidelity National Title Insurance Company

Title No: 914218

CERTIFICATION PAGE 1 OF 1

1. Effective date: **3/27/2021**

Redated: by

2. Policy or Policies to be issued:

NONE – ABSTRACT ONLY

3. **THIS COMPANY CERTIFIES** that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

Wainwright House, Inc.

Which acquired title from Wainwright House, Inc. by deed dated 1/13/2012 and recorded 2/8/2012 as Control No. 520093398.

NOTE: Conveys subject premises and more.

4. Premises described in Schedule "A" are known as:

Address:

PARCEL A: 260 Stuyvesant Avenue, Section 153.18 Block 1 Lot 1 County: Westchester
Rye, NY City: Rye

PARCEL B: 270 Stuyvesant Avenue, Section 153.18 Block 1
Rye, NY Part of Lot 2

For any questions, please contact:

Royal Abstract of New York LLC
125 Park Avenue, Suite 1610
New York, NY 10017
Tel: (212) 376-0900
Fax: (212) 376-0911

Fidelity National Title Insurance Company

Title No: 914218

**SCHEDULE A
DESCRIPTION OF PREMISES PAGE 1 OF 2****PARCEL A:**

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the City of Rye, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly line of Stuyvesant Avenue, which point is 283.20 feet from the northeasterly corner of the premises hereby conveyed and the southeasterly corner of the premises conveyed by Laura Wallace Wainwright and J. Mayhew Wainwright, her husband to Marie MacLean by deed dated 10/9/1928 recorded in the Office of the Register of Westchester County in Liber 2890 of Deeds at Page 422, on 10/15/1928; and

RUNNING THENCE along the western side of Stuyvesant Avenue, South 26 degrees 08 minutes 00 seconds West, 81.27 feet to a point;

THENCE again South 26 degrees 08 minutes 00 seconds West, 40.10 feet to a point;

THENCE on a curve to the right with a radius of 369.65 feet for a distance of 78.63 feet to a point;

THENCE North 63 degrees 52 minutes 00 seconds West, 450.00 feet to a point along said Milton Harbor;

THENCE North 17 degrees 37 minutes 00 seconds East, 128.65 feet along said Milton Harbor

THENCE North 34 degrees 08 minutes 00 seconds East, 86.35 feet to a point, said point is the division line of Section 153.18 Block 1 Tax Lots 1 and 2;

THENCE along said division line, South 62 degrees 13 minutes 31 seconds East, 465.59 feet to the point and place of BEGINNING.

For Information Only: Said premises are known as 260 Stuyvesant Avenue, Rye, NY and designated as Section 153.18 Block 1 Lot 1 as shown on the Westchester County Land and Tax Map.

PARCEL B:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the City of Rye, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly line of Stuyvesant Avenue, which point is the northeasterly corner of the premises hereby conveyed and the southeasterly corner of the premises conveyed by Laura Wallace Wainwright and J. Mayhew Wainwright, her husband to Mari MacLean by deed dated 10/9/1928, recorded in the Office of the Register of Westchester County in Liver 2890 of Deeds, at Page 422 on 10/15/1928; and

For conveyancing only, if intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Fidelity National Title Insurance Company

Title No: 914218

**SCHEDULE A
DESCRIPTION OF PREMISES PAGE 2 OF 2**

RUNNING THENCE along the westerly side of Stuyvesant Avenue, South 26 degrees 08 minutes 00 seconds West, 283.20 feet to the division line of other property of Wainwright House and the division line between Section 152.18 Block 18 Lots 1 and 2;

THENCE along said tax lot division, North 62 degrees 13 minutes 31 seconds West, 465.59 feet to a point on Milton Harbor;

THENCE along Milton Harbor, North 34 degrees 08 minutes 00 seconds East, 165.49 feet to a point;

THENCE North 41 degrees 37 minutes 00 seconds East, 110 feet to a point;

THENCE South 63 degrees 52 minutes 00 seconds East, 413 feet to the point and place of BEGINNING.

EXCEPTING THEREFROM so much of the premises that was conveyed by Wainwright House, Inc. to Robert L. Alexander and Elizabeth C. Alexander, as Trustees of the Robert L. Alexander Revocable Trust dated March 15, 2005 and Robert L. Alexander and Elizabeth C. Alexander, as Trustees of the Elizabeth C. Alexander Revocable Trust dated March 15, 2005 by deed dated 6/26/2014 and recorded 7/16/2014 as Control Nol. 541923548, bounded and described as follows:

BEGINNING at a point on the westerly line of Stuyvesant Avenue, which point is 464.06 feet from the northeasterly corner of the premises hereby conveyed and the southeasterly corner of the premises conveyed by Laura Wallace Wainwright and J. Mayhew Wainwright, her husband to Marie MacLean by deed dated 10/9/1928, recorded in the Office of the Register of Westchester County in Liber 2890 of Deeds at Page 422 on 10/15/1928; and

RUNNING THENCE south along the western side of Stuyvesant Avenue on a curve to the right with a radius of 369.65, the initial radial of which bears South 54 degrees 38 minutes 45 seconds along said curve for an arc length of 19.14 feet to a point;

RUNNING THENCE North 63 degrees 52 minutes 00 seconds West, 450.00 feet to a point along Milton Harbor;

THENCE North 17 degrees 37 minutes 00 seconds East, 19.01 feet along said Milton Harbor to a point;

THENCE South 63 degrees 52 minutes 00 seconds East, 456.38 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 270 Stuyvesant Avenue, Rye, NY and designated as Section 153.18 Block 1 Part of Lot 2 as shown on the Westchester County Land and Tax Map.

For conveyancing only, if intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Fidelity National Title Insurance Company

Title No: 914218

SCHEDULE B
PAGE 1 OF 4

THE FOLLOWING matters will appear in the policy as exceptions from coverage, unless disposed of to the Company's satisfaction prior to the closing or delivery of the policy:

DISPOSITION

1. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth in Tax Search schedule herein.
2. Mortgages returned herein (**See within**). Detailed statement on Mortgage Schedule(s) within.
3. In the absence of a guaranteed survey, Company will not certify as to the courses, distances, dimensions or boundaries of the within described premises, and will except any state of facts an accurate Survey may show.

or

Survey exceptions set forth on Survey Reading Schedule herein.
4. Rights of tenants or persons in possession.
5. Notes and Easements as shown on map filed 7/15/2014 as Map No. 28786. (See Exhibit A)
6. Restrictive Covenants contained in Deed made by Mary W. Purdy to James M. Tucker dated 2/10/1870 and recorded 11/21/1870 in Liber 756 of Deeds Page 432. (See Exhibit B)
7. Right of Way as recited in Deed made by James M. Tucker to James M. Field dated 9/1/1870 and recorded 11/21/1870 in Liber 756 of Deeds, Page 442. (See Exhibit C)
8. Restrictive Covenants contained in Deed made by Mary W. Purdy to Eliza McCauley dated 2/19/1870 and recorded 1/26/1872 in Liber 795 of Deeds, Page 248. (See Exhibit D)
9. Easement Agreement made by and between Robert L. Alexander and Elizabeth C. Alexander, Trustees of the Robert L. Alexander Revocable Trust dated March 15, 2005 and Robert L. Alexander and Elizabeth C. Alexander, Trustees of the Elizabeth C. Alexander Revocable Trust dated March 15, 2005 and Wainwright House Inc. dated 6/26/2014 and recorded 7/16/2014 as Control No. 541763718. (See Exhibit E)
10. License Agreement made by Robert L. Alexander and Elizabeth C. Alexander, as Trustees of the Robert L. Alexander Revocable Trust dated March 15, 2005 and Robert L. Alexander and Elizabeth C. Alexander, as Trustees of the Elizabeth C. Alexander Revocable Trust dated March 15, 2005 and Wainwright House Inc. dated 6/26/2014 and recorded 7/17/2014 as Control No. 541843180. (See Exhibit F)
11. No title is insured to any land lying below the present or former high water line of **Milton Harbor**, its arms, branches or tributaries by whatever name called.

Fidelity National Title Insurance Company

Title No: 914218

SCHEDULE B
PAGE 2 OF 4

12. Except the rights of the United States Government to establish harbor, bulkhead, or pierhead lines or to change or alter any such existing lines, and to remove, or complete the removal of fill and improvements thereon, (including buildings or other structures) from land lying below the present or any former high water line of **Milton Harbor**, its arms, branches or tributaries by whatever name called, without compensation to the insured.
13. Rights of the People of the State of New York or City of Rye in those portions of the premises below the present or any former high water line of **Milton Harbor**, its arms, branches or tributaries by whatever name called.
14. Riparian Rights and Easements of others to and over **Milton Harbor** but policy does not insure any Riparian Rights or Easements in favor of the owner of the premises herein.
15. Rights of the public generally to and over those lands lying below the present high water mark of **Milton Harbor**.
16. Variations between the location and/or the dimensions of the subject premises as shown on the Tax Map and as described in Schedule A herein.
17. Assignment of Leases and Rents made by Wainwright House, Inc. to Webster Bank, National Association dated 1/13/2012 and recorded 2/8/2012 as Control No. 520193111.
 - A) Released by part of Tax Lot 2 by Partial Release of Assignment of Leases and Rents made by Webster Bank, National Association dated 6/26/2014 and recorded 7/17/2014 as Control No. 541953098.
18. Assignment of Leases and Rents made by Wainwright House, Inc. to Webster Bank, National Association dated 1/13/2012 and recorded 2/8/2012 as Control No. 520193116. (originally affected all of Lot 2)
 - A) Released by part of Tax Lot 2 by Partial Release of Assignment of Leases and Rents made by Webster Bank, National Association dated 6/26/2014 and recorded 7/17/2014 as Control No. 541953100.
19. Assignment of Leases and Rents made by Wainwright House, Inc. to Webster Bank, National Association dated 10/27/2015 and recorded 11/5/2015 as Control No. 553013625. (Affects Parcels A and B)
20. Note: Tax search herein reveals that the premises are serviced by a private water company. Updated water bills should be furnished at or prior to closing.
21. The premises in Schedule "A" are listed as totally exempt from taxation at the present time, but said exemption is subject to the discontinuance of such exemption and the restoration of taxes from the date of the transfer of title. The policy will except the possible lien of restored taxes, if any.

Fidelity National Title Insurance Company**Title No: 914218****SCHEDULE B
PAGE 3 OF 4**

22. Proof is required, satisfactory to the Company, showing the death of **Laura Wallace Wainwright** (to be established by a death certificate) and whether the decedent died testate or intestate. If testate, Company must be advised of the county in which the will was probated. If intestate, a full and complete family history must be furnished to the Company prior to closing. Such family history must be by an affidavit from some person or persons closely related to the decedent by blood.
23. Devolution of title between **Laura Wallace Wainwright**, grantee in the deed from **J. Mayhew Wainwright** dated 4/12/1932 and recorded 6/27/1933 in Liber 3320 of Deeds, Page 288, and **Fonrose Wainwright Condict**, the grantor in the deed to **Wainwright House, Inc.** dated 5/18/1951 and recorded 5/23/1951 in Liber 4984 of Deeds, Page 365 must be produced and considered and questions arising there from be disposed of.
24. Judgment searches against the name, **Wainwright House, Inc.**, completed in the Westchester County Clerk's Office, disclosed no returns.
25. Federal Tax Lien searches against the name, **Wainwright House, Inc.**, completed in the Westchester County Clerk's Office, disclosed no returns.
26. A bankruptcy search was completed in the Office of the Clerk of the United States Bankruptcy Court of the Southern District of New York, against the name, **Wainwright House, Inc.**, which disclosed no returns.
27. Patriot Name Search against the name, **Wainwright House, Inc.**, disclosed no returns.
28. For Information Only: Uniform Commercial Code Financing Statement searches against the name, **Wainwright House, Inc.**, completed in the New York State Secretary of State's Office (as of 4/5/2021) disclosed no returns.
29. Uniform Commercial Code Financing Statement searches against the subject premises, completed in the Westchester County Clerk's Office, disclosed no returns.

Fidelity National Title Insurance Company**Title No: 914218****SCHEDULE B
PAGE 4 OF 4**

30. RE: **Wainwright House, Inc.**, a Not-For-Profit corporation
- A) The certificate of incorporation of **Wainwright House, Inc.** and any amendments thereto, must be submitted for review prior to closing.
 - B) The by-laws of **Wainwright House, Inc.** and any amendments thereto, must be submitted for review prior to closing.
 - C) Proof is required that the premises described in Schedule "A" do not constitute all or substantially all of the assets of **Wainwright House, Inc.**, a Not-For-Profit Corporation.
 - D) If the premises described on Schedule A constitute all or substantially all the assets of **Wainwright House, Inc.**, then:
 - i. A meeting of the members entitled to vote must be held and the sale, lease or other disposition must be approved by a vote of two thirds of the members.
 - ii. If there are no members entitled to vote thereon, such sale lease or other disposition shall be authorized by the vote of at least two-thirds of the entire board, provided that if there are twenty-one or more directors, the vote of a majority of the entire board shall be sufficient.
 - iii. If the corporation is, or would be if formed under the Not-For-Profit corporation law, be classified as a charitable corporation (formerly type B or C corporation) under Section 201 (Purpose), such sale, lease, exchange of other disposition shall in addition require approval of the Attorney General or appropriate order of the Supreme Court. The closing deed/lease/document should recite that same is made in accordance with such approval/order.
 - E) If the Premises described in Schedule A DO NOT constitute all or substantially all the assets of **Wainwright House, Inc.**, then such sale, lease or other disposition must be authorized by the vote of a majority of directors of the board or of a majority of a committee authorized by the board.
31. **This report prepared as an abstract only; no policy of title insurance to be issued. If a policy of title insurance is required, the Company must be advised and appropriate exceptions and/or requirements may be raised.**

NOTE: DISHONORED CHECKS

Because of problems we have had with dishonored checks, no uncertified checks in excess of \$1,000.00 will be accepted at closing unless approved by company personnel. Under no circumstances will third party or seller's checks be accepted in any amount.



MUNICIPAL DATA SERVICES

RECEIVED NYSCEF 12/21/2021
25 Hyatt Street, Suite 301
Staten Island, NY 10301
Phone - (718) 815-0707
Fax - (718) 815-9101
www.munidata.com

Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Westchester Title Number: ROYAL 914218
Swis Code: 551400
Town/City: City of Rye Area: City of Rye City of
Address: 260 STUYVESANT AVENUE Owner: WAINWRIGHT HOUSE INC

School Dist: RYE CITY Tax Class: 620 Religious
District: Acreage: 3.03
Section: 153.18 Account#:
Block: 1 Land AV: \$13,300
Lot: 1 Total AV: \$40,000
Exemptions: \$40,000 NON-PROFIT

2020/2021 SCHOOL TAX \$.00 YEAR: 7/1-6/30
1st Payment \$.00 EXEMPT DUE.: 8/1
2nd Payment \$.00 EXEMPT DUE.: 11/1

ESTIMATED TAX WITHOUT EXEMPTION \$ 26,099.09

2021 COUNTY TAX \$1,172.13 OPEN YEAR: 1/1-12/31
DUE.: 5/1

TAX IS FOR SEWER CHARGES ONLY
ESTIMATED TAX WITHOUT EXEMPTION \$ 9,997.50

2021 CITY TAX \$30,293.67 OPEN+PEN YEAR: 1/1-12/31
DUE.: 2/1

TAX IS FOR ENERGY IMP CHARGES ONLY
ESTIMATED TAX WITHOUT EXEMPTION \$ 37,808.87

2020 CITY TAX \$30,293.67 OPEN+PEN

WATER ACCOUNT # PRIVATE

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

MUNICIPAL DATA SERVICES, INC.



**MUNICIPAL DATA
SERVICES**

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Staten Island, NY 10301
Phone - (718) 815-0707
Fax - (718) 815-9101
www.munidata.com

Continued

Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Westchester Title Number: ROYAL 914218

SEARCH DATE: 4/22/2021

SUBJECT TO CONTINUATION

PAYMENT INFORMATION**SCHOOL TAX COLLECTOR**

Receiver of Taxes
Rye City School District
411 Theodore Fremd Avenue
Rye NY, 10580
Telephone: 914 967-6100

COUNTY TAX COLLECTOR

Receiver of Taxes
City of Rye
1051 Boston Post Road
Rye NY, 10580
Telephone: 914 967-7305

CITY TAX COLLECTOR

Receiver of Taxes
City of Rye
1051 Boston Post Road
Rye NY, 10580
Telephone: 914 967-7305

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

MUNICIPAL DATA SERVICES, INC.

3734377

12744279



MUNICIPAL DATA SERVICES

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 25 Hyatt Street, Suite 301
 Staten Island, NY 10301
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 Fax - (718) 815-9101
 www.munidata.com

Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Westchester Title Number: ROYAL 914218/A
 Swis Code: 551400
 Town/City: City of Rye Area: City of Rye City of
 Address: 270 STUYVESANT AVENUE Owner: WAINWRIGHT HOUSE INC
 School Dist: RYE CITY Tax Class: 210 One Family Dwelling
 District: Acreage: 2.07
 Section: 153.18 Account#:
 Block: 1 Land AV: \$41,600
 Lot: 2 Total AV: \$71,850
 Exemptions: \$71,850 NON-PROFIT

2020/2021	SCHOOL TAX	\$.00		YEAR: 7/1-6/30
	1st Payment	\$.00	EXEMPT	DUE.: 8/1
	2nd Payment	\$.00	EXEMPT	DUE.: 11/1

ESTIMATED TAX WITHOUT EXEMPTION \$ 46,880.49

2021 COUNTY TAX	\$2,105.44	OPEN	YEAR: 1/1-12/31
			DUE.: 5/1

TAX IS FOR SEWER CHARGES ONLY
 ESTIMATED TAX WITHOUT EXEMPTION \$ 15,852.56

2021 CITY TAX	\$1,683.54	OPEN+PEN	YEAR: 1/1-12/31
			DUE.: 2/1

TAX IS FOR ENERGY IMP CHARGES ONLY
 ESTIMATED TAX WITHOUT EXEMPTION \$ 15,182.71

WATER ACCOUNT # PRIVATE

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

MUNICIPAL DATA SERVICES, INC.





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 Fax - (718) 815-9101
 www.munidata.com

Continued

Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Westchester **Title Number:** ROYAL 914218/A

SEARCH DATE: 4/22/2021

SUBJECT TO CONTINUATION

PAYMENT INFORMATION

SCHOOL TAX COLLECTOR
 Receiver of Taxes
 Rye City School District
 411 Theodore Fremd Avenue
 Rye NY, 10580
 Telephone: 914 967-6100

COUNTY TAX COLLECTOR
 Receiver of Taxes
 City of Rye
 1051 Boston Post Road
 Rye NY, 10580
 Telephone: 914 967-7305

CITY TAX COLLECTOR
 Receiver of Taxes
 City of Rye
 1051 Boston Post Road
 Rye NY, 10580
 Telephone: 914 967-7305

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

MUNICIPAL DATA SERVICES, INC.

Fidelity National Title Insurance Company

Title No: 914218

MORTGAGE SCHEDULE PAGE 1 OF 1

DISPOSITION

- A. Mortgage and Security Agreement in the original principal amount of \$300,000.00 made by Wainwright House, Inc. to Webster Bank, National Association dated 1/13/2012 and recorded 2/8/2012 as Control No. 520193109. **(Originally affected Parcel B and more)**

Mortgage Tax Paid: \$ 3,900.00

1. Said mortgage A was released from part of Tax Lot 2 by Release of Part of Mortgaged Premises made by Webster Bank, National Association dated as of 6/24/2014 and recorded 7/17/2014 as Control No. 541953075.

- B. Mortgage and Security Agreement in the original principal amount of \$300,000.00 made by Wainwright House, Inc. to Webster Bank, National Association dated 1/13/2012 and recorded 2/8/2012 as Control No. 520193113. **(Originally affected Parcel B and more)**

Mortgage Tax Paid: \$ 3,900.00

1. Said mortgage B were released from part of Tax Lot 2 by Release of Part of Mortgaged Premises made by Webster Bank, National Association dated as of 6/24/2014 and recorded 7/17/2014 as Control No. 541953092.
2. Said mortgages A and B were consolidated to form a single lien in the amount of 4244,851.38 by Agreement Consolidating and Modifying Mortgages and Notes, Security Agreement and Assignment of Rents made by and between Wainwright House, Inc. and Webster Bank, National Association dated as of 1/1/2019 and recorded 10/18/2019 as Control No. 592903459.

- C. Mortgage and Security Agreement in the original principal amount of \$283,000.00 made by Wainwright House, Inc. to Webster Bank, National Association dated 10/27/2015 and recorded 11/5/2015 as Control No. 553013616. **(Affects Parcels A and B)**

Mortgage Tax Paid: \$ 3,679.00

Fidelity National Title Insurance Company**Title No. 914218****MUNICIPAL, DEPARTMENTAL AND OTHER INFORMATIONAL SEARCHES**

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. They will not be insured and the company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

NOTE: ANY QUESTIONS CONCERNING THE ITEMS SHOWN HEREIN AND FURTHER INQUIRIES YOU MAY HAVE SHOULD BE ADDRESSED DIRECTLY WITH THE MUNICIPAL SEARCH COMPANY.

THE FOLLOWING MUNICIPAL SEARCHES HAVE BEEN ORDERED FOR THIS REPORT AND ARE ATTACHED HERewith UNLESS OTHERWISE INDICATED:

NONE REQUESTED

The Office of the Westchester County Clerk. This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



520093398DED0013

Westchester County Recording & Endorsement Page

Submitter Information

Name: STATEWIDE ABSTRACT CORP Phone: 914-683-5900
 Address 1: 202 MAMARONECK AVENUE Fax: 914-683-5905
 Address 2: Email: MUSAVICH@STATEWIDEA.COM
 City/State/Zip: WHITE PLAINS NY 10601 Reference for Submitter: sa-109842

Document Details

Control Number: 520093398 Document Type: Deed (DED)
 Package ID: 2012010900193001001 Document Page Count: 4 Total Page Count: 6

Parties

1st PARTY Additional Parties on Continuation page
 2nd PARTY
 1: WAINWRIGHT HOUSE INC - Other 1: WAINWRIGHT HOUSE INC - Other
 2: 2:

Property

Street Address: 270 STUYVESANT AVE Tax Designation: 153.18-1-2
 City/Town: RYE CITY Village: Additional Properties on Continuation page

Cross-References

1: 2: 3: 4: Additional Cross-Refs on Continuation page

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
 Page Fee: \$25.00
 Cross-Reference Fee: \$0.00
 Mortgage Affidavit Filing Fee: \$0.00
 RP-5217 Filing Fee: \$125.00
 TP-584 Filing Fee: \$5.00
 Total Recording Fees Paid: \$195.00

Mortgage Taxes

Document Date:
 Mortgage Amount:
 Basic: \$0.00
 Westchester: \$0.00
 Additional: \$0.00
 MTA: \$0.00
 Special: \$0.00
 Yonkers: \$0.00
 Total Mortgage Tax: \$0.00

Transfer Taxes

Consideration: \$0.00
 Transfer Tax: \$0.00
 Mansion Tax: \$0.00
 Transfer Tax Number: 37875

Dwelling Type: Exempt:
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 02/08/2012 at 05:26 PM
 Control Number: 520093398
 Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
 Westchester County Clerk

Record and Return To

Pick-up at County Clerk's office

MICHAEL GETMAN ESQ
 445 HAMILTON AVE SUITE 1102

WHITE PLAINS, NY 10601

FILED **WESTCHESTER COUNTY CLERK** **12/21/2021 02:29 PM**

INDEX NO. 67725/2021

Office of Westchester County Clerk
NYSCEP
The information provided on this page for purposes of indexing this instrument. To the best of
submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is
consistent with the information contained in the attached document.

RECEIVED NYSCEF: 12/21/2021

520093398DED0013

Westchester County Recording & Endorsement Page

Document Details

Control Number: **520093398**

Document Type: **Deed (DED)**

Package ID: 2012010900193001001

Document Page Count: 4

Total Page Count: 6

Properties Addendum

260 STUYVESANT AVE 10580

RYE CITY

159.1811

SA-769892-05

4

THIS INDENTURE, made the ^{13th} day of January, in the year 2012

BETWEEN Wainwright House, Inc. whose principal place of business is 260 Stuyvesant Avenue, Rye, New York 10580 party of the first part, and Wainwright House, Inc. whose principal place of business is 260 Stuyvesant Avenue, Rye, New York 10580 party of the second part,

WITNESSETH, that the party of the first part, in consideration of

Ten dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE SCHEDULE A PARCEL 1 AND SCHEDULE A PARCEL 2 ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

Being the same premises conveyed by (i) deed, dated July 19, 1983, made by Manufacturers Hanover Trust Company as grantor to Wainwright House, Inc., as Grantee which deed was recorded in the Office of the Westchester County Clerk on September 12, 1983 in liber 7861 at page 521 and (ii) deed, dated May 18, 1951, made by Fonrose Wainwright Condict as grantor to Wainwright House, Inc., as Grantee which deed was recorded in the Office of the Westchester County Clerk on May 23, 1951 in liber 4984 at page 365. Such premises are the same premises as (i) conveyed in part by deed dated May 21, 1909 by Margaret L. Catlin as grantor to J. Mayhew Wainwright as Grantee recorded in the Office of the Registrar of the County of Westchester in liber 2883 at page 250 on September 18, 1928 and (ii) all of the premises conveyed by a deed dated December 16, 1916 by Margaret L. Catlin as grantor to J. Mayhew Wainwright as Grantee recorded in the Office of the Registrar of the County of Westchester in liber 2883 at page 252 on September 18, 1928.

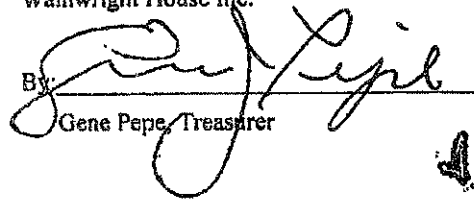
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Wainwright House Inc.

By: 
Gene Pepe, Treasurer

4

File No. SA-109842

AMENDED 1/10/12
SCHEDULE A

Parcel 1

270 STUYVESANT AVENUE

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Rye, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at point on the westerly line of Stuyvesant Avenue, which point is 283.20 feet from the northeasterly corner of the premises hereby conveyed and the southeasterly corner of the premises conveyed by Laura Wallace Wainwright and J. Mayhew Wainwright, her husband to Marie MacLean by deed dated October 9th 1928 recorded in the Office of the Register of Westchester County in Liber 2890 of Deeds at page 422, on October 15th 1928; and

RUNNING along the western side of Stuyvesant Avenue, South 26 degrees 08' 00" West 81.27 feet to a point;

THENCE again South 26 degrees 08' 00" West 40.10 feet to a point;

THENCE on a curve to the right with a radius of 369.65 feet for a distance of 78.63 feet to a point;

THENCE RUNNING North 63 degrees 52' 00" West 450.00 feet to a point along said Milton Harbor;

RUNNING THENCE North 17 degrees 37' 00" East 128.65 feet along said Milton Harbor;

THENCE RUNNING North 34 degrees 08' 00" East 86.35 feet to a point, said point is the division line of the tax lots in Section 153.18, Block 1, Tax Lots 1 and 2;

RUNNING THENCE along said division line, South 62 degrees 13' 31" East 465.59 feet to the point and place of BEGINNING.

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Statewide Abstract Fax:914-893-5988

Jan 8 2012 03:06pm P002/002

STEWART TITLE INSURANCE COMPANY

File No. SA-109842

SCHEDULE A PARCEL 2

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Rye, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly line of Stuyvesant Avenue, which point is the northeasterly corner of the premises hereby conveyed and the southeasterly corner of the premises conveyed by Laura Wallace Wainwright and J. Mayhew Wainwright, her husband, to Marie MacLean by deed dated October 9th, 1928, recorded in the Office of the Register of Westchester County in Liber 2890 of Deeds, at page 422, on October 15th, 1928, and. Running along the western side of Stuyvesant Ave South 26 08'00" West, 283.20 feet to the division line of other property of Wainwright House and the division line between tax lots S-153.18 b-18 lots 1 and 2. Running thence along said tax lot division line North 62 13'31" West 465.59 feet to a point on Milton Harbor. Running thence along Milton Harbor, North 34 08'00" East 165.49 feet to a point; thence North 41 37'00" East 110 feet to a point. Running thence South 63 52'00" East 413 feet to the point and place of beginning.

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ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the ' day of in the year , before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of

, ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Bargain and Sale Deed with Covenant

Title No.

TO

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

Westchester
State of New York, County of , ss:

On the 13 day of Jan in the year 2012, before me, the undersigned, personally appeared

Gene Pepe
, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MITCHELL USAVICH
Notary Public in and for the State of New York
No. 4956776
Qualified in Dutchess County
Commission Expires Oct. 2, 2013

*State of , County of , ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the day of in the year , before me the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

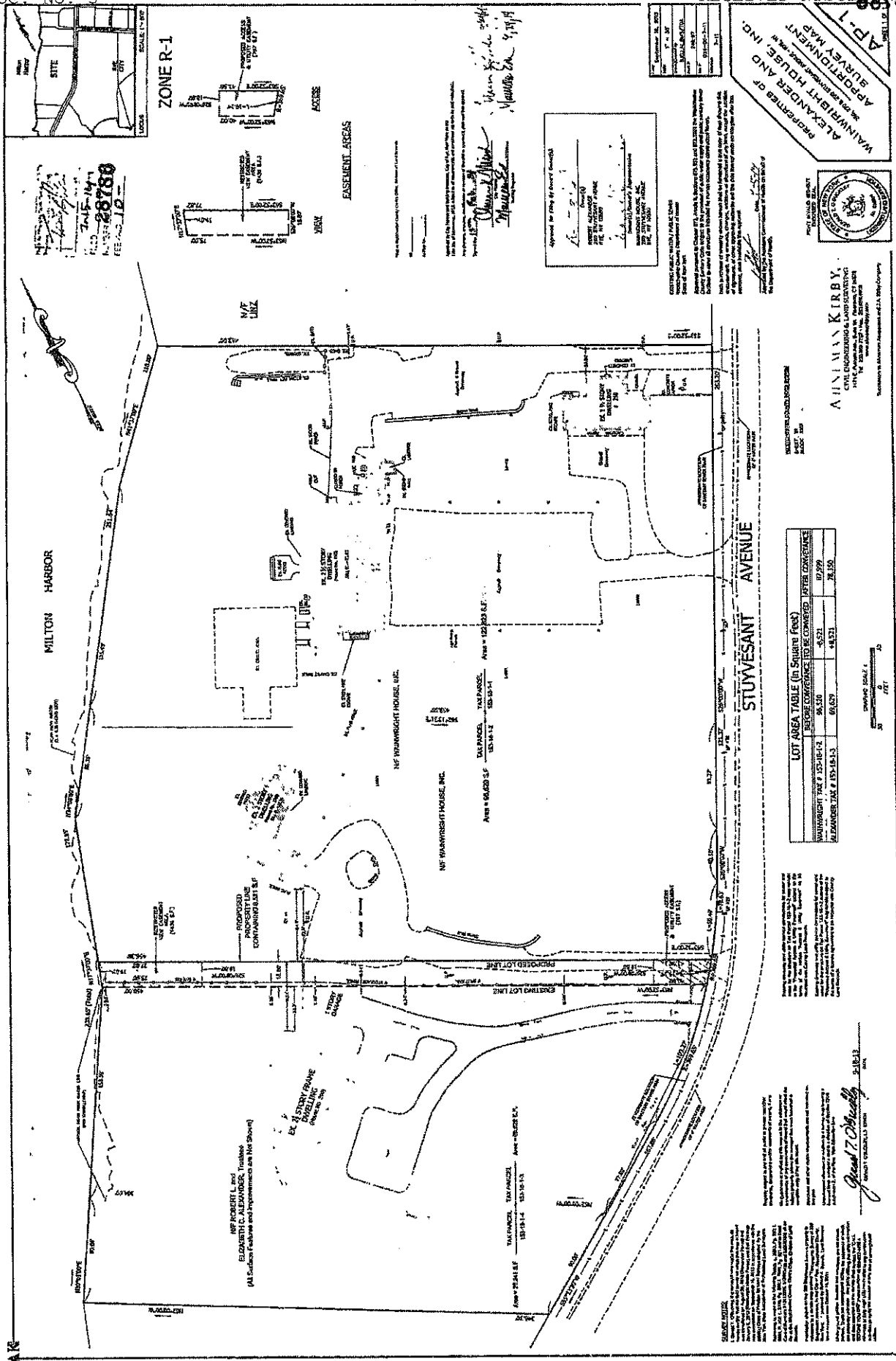
(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

SECTION: 153-18 153-18
BLOCK: 1 1
LOT: 2 1
COUNTY OR TOWN:

RETURN BY MAIL TO:



DISTRIBUTED BY
Statewide Abstract Corp.
202 Mamaroneck Avenue
White Plains, New York 10601
914-683-5900
Authorized agent of



NYSCEF D08788-03
 FILED 08/21/2021
 NYSCEF D08788-03
 FEE \$21.00

ZONE R-1



EASEMENT ACCESS

ACCESS

Approved for filing by County Clerk
 Robert L. Alexander
 Elizabeth C. Alexander
 Trustees of the Alexander Estate
 1000 West 10th Street
 New York, NY 10014

Approved for filing by County Clerk
 Robert L. Alexander
 Elizabeth C. Alexander
 Trustees of the Alexander Estate
 1000 West 10th Street
 New York, NY 10014

Approved for filing by County Clerk
 Robert L. Alexander
 Elizabeth C. Alexander
 Trustees of the Alexander Estate
 1000 West 10th Street
 New York, NY 10014

NYSCEF D08788-03
 FILED 08/21/2021
 NYSCEF D08788-03
 FEE \$21.00

RECEIVED NYSCEF 08/21/2021
 RECEIVED NYSCEF 08/21/2021
 RECEIVED NYSCEF 08/21/2021

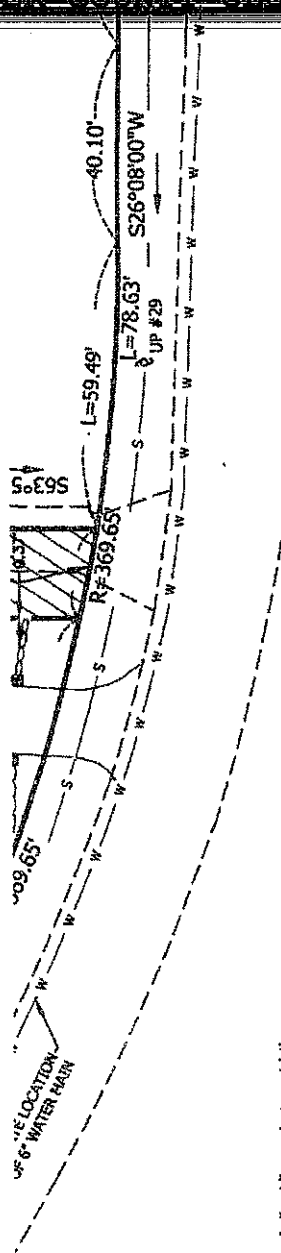
LOT AREA TABLE (in Square Feet)			
	BEFORE CONFORMANCE TO BE COMPLETED	AFTER CONFORMANCE	
WARRANT HOUSE # 153-18-12	96,330	6,521	102,851
WARRANT HOUSE # 153-18-13	69,639	6,821	76,460

RECEIVED NYSCEF 08/21/2021
 RECEIVED NYSCEF 08/21/2021
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 RECEIVED NYSCEF 08/21/2021



Property subject to any and all public or private restrictive covenants, declarations and/or easements of record, if any.

No guarantee is implied by this map as to the existence or nonexistence of any easements of record that would affect the subject property unless the surveyor has been furnished a complete copy of the title report.

Structures and other visible improvements are not indicated on this plan.

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209, subdivision 2, of the New York Education Law.

Existing driveway and utility service connections for sewer and water for the structure on Tax Parcel 153-18-1-2 may remain in this "Proposed Access & Utility Easement" subject to the terms of the written "Access & Utility Easement" to be recorded with County Land Records.

Existing driveway and utility service connections for sewer and water for the structure on Tax Parcel 153-18-1-2 outside of the "Proposed Access & Utility Easement" may remain subject to the terms of a license agreement to be recorded with County Land Records.

SURVEY NOTES:

I, Gerald T. O'Buckley, the surveyor who made this map, do hereby certify that the field survey on which this map is based was completed on August 20, 2013 (Alexander Parcel) and January 5, 2012 (Wainwright House Parcel) and that this map was completed on September 16, 2013 in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors.

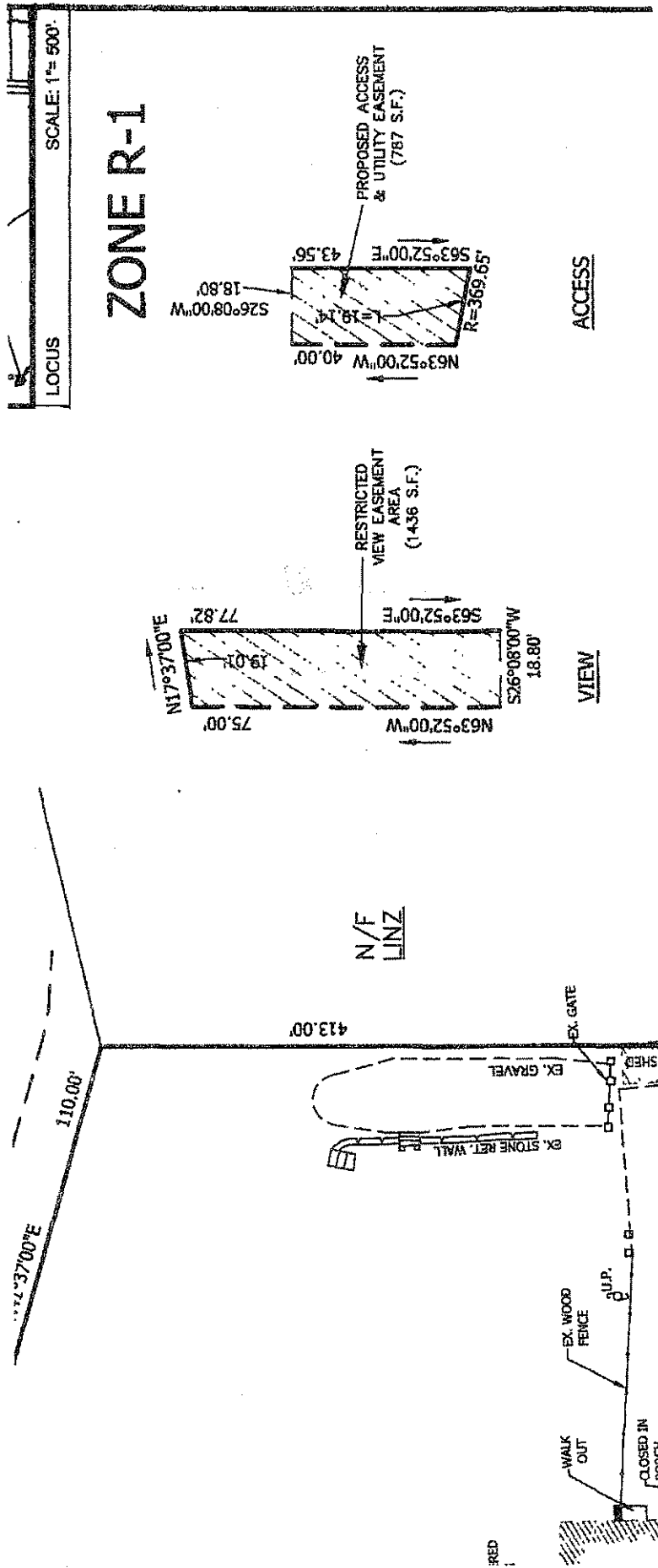
Reference is made to the following Deeds: L. 2883, Pg. 250; L. 2893, P. 252; L. 3320, Pg. 286; L. 7851, Pg. 521 and to Deed Control Numbers 512413376, 512985429 and 520093398 all on file at the Westchester County Clerk's Office, Division of Land Records.

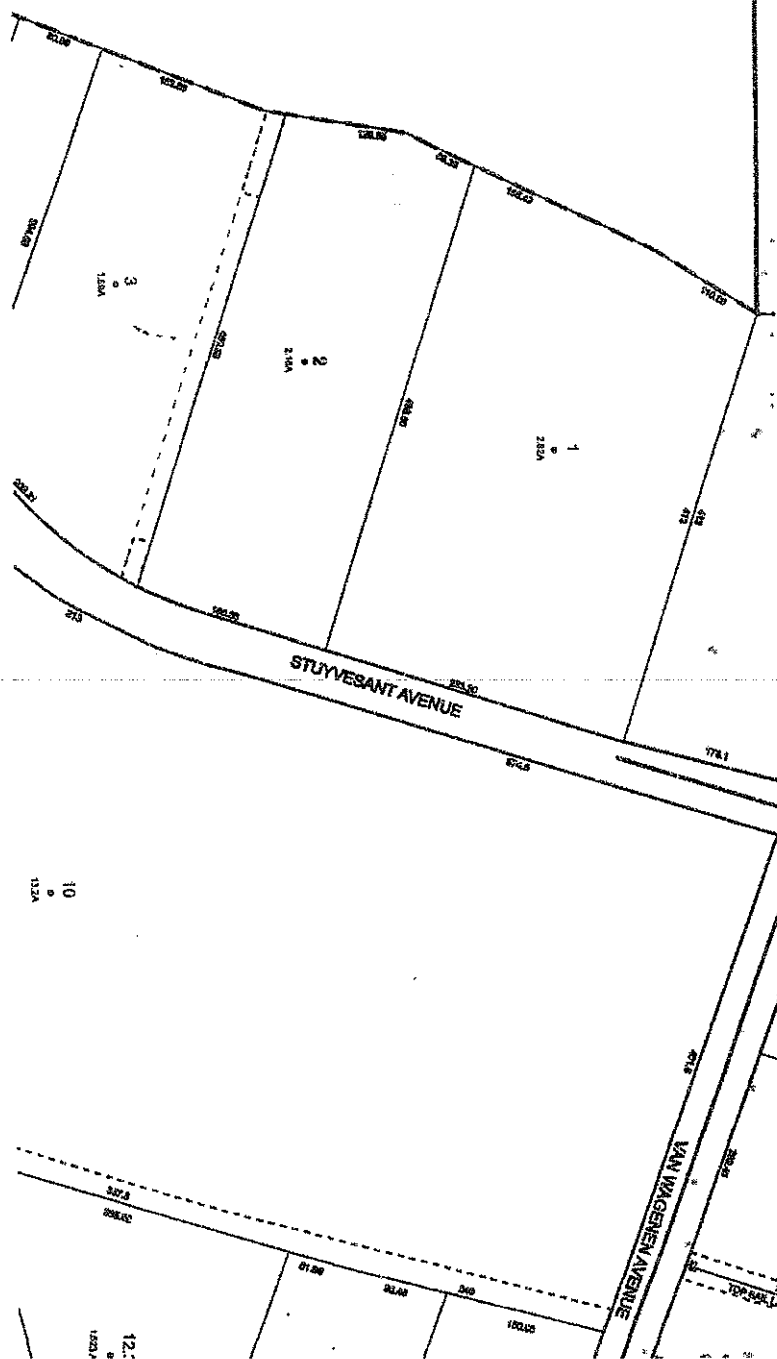
Information shown on the 280 Stuyvesant Avenue property is reference to a certain map entitled "Topographic Survey of 280 Stuyvesant Avenue, in the City of Rye, Westchester County, New York...", prepared by Richard A. Spinelli, Land Surveyor, latest revision date October 14, 2011.

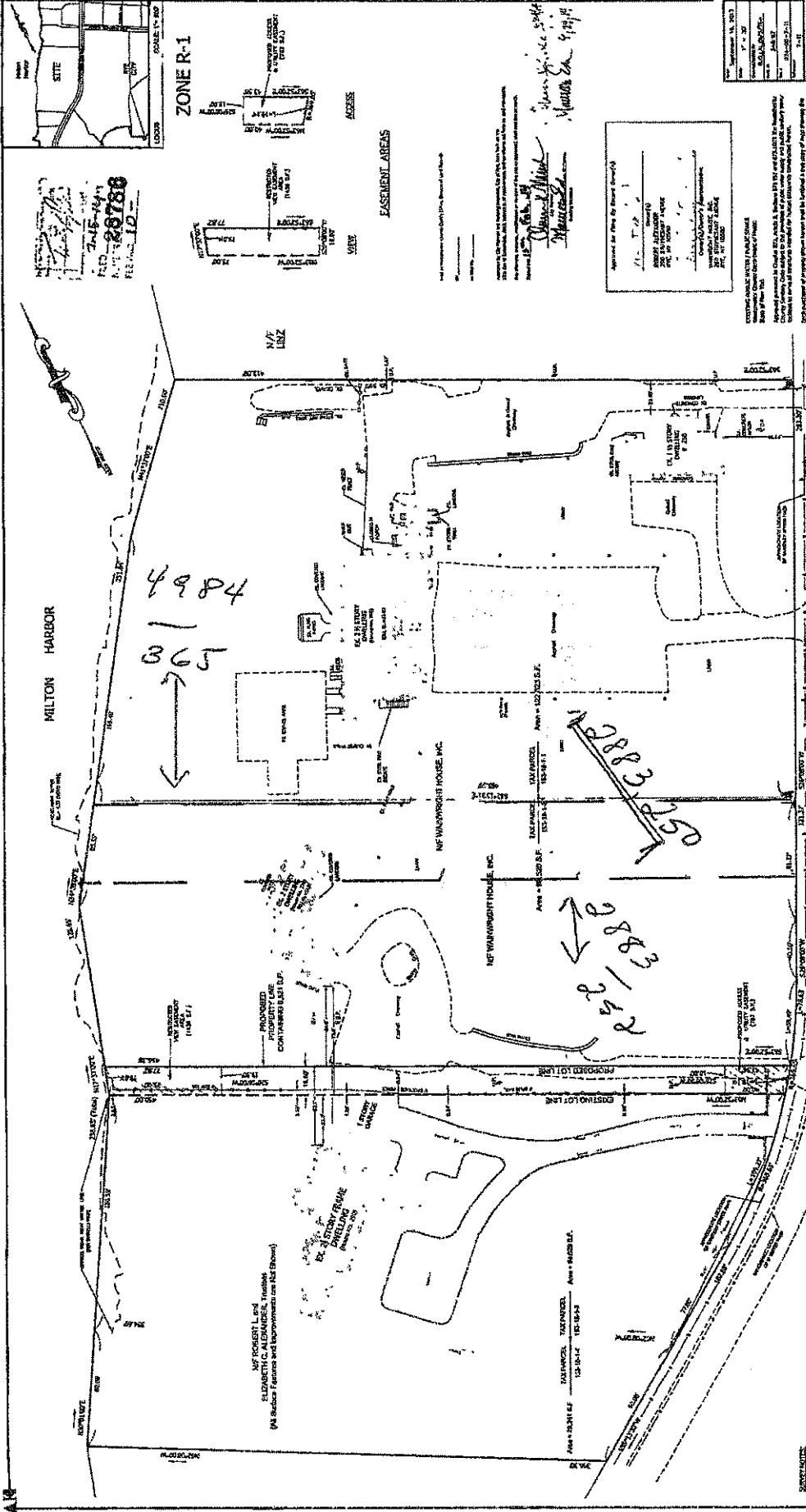
Underground utilities, facilities and structures are not shown hereon. There are underground utilities the existence of which are presently unknown. Any party utilizing the utility information and data depicted on this survey shall contact the "CALL BEFORE YOU DIG" phone number at 800-922-4455 a minimum of forty eight (48) hours prior to any construction activities to verify the location of any and all underground utilities.

WAIN
ALEX

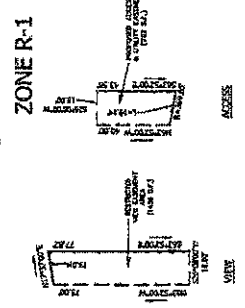
Gerald T. O'Buckley
 GERALD T. O'BUCKLEY, L.S. 039834
 9-18-13
 DATE







NYSCEF DOC# 88788
 FILED 12/21/2021
 A.S. 12/21/2021
 REFILED 12/21/2021



EASEMENT AREAS

APPROVED BY THE BOARD OF ZONING APPEALS
 DATE: 12/21/2021
 BY: [Signature]
 TITLE: [Title]

APPROVED BY THE BOARD OF ZONING APPEALS
 DATE: 12/21/2021
 BY: [Signature]
 TITLE: [Title]

APPLICANT	ALEXANDER AND COMPANY, INC.
PROJECT	REDEVELOPMENT OF 1000 STUYVESANT AVENUE
DATE	12/21/2021
BY	[Signature]

AP-1
 APPOINTMENT SURVEY MAP
 PROPOSED FOR
 ALEXANDER AND COMPANY, INC.
 REDEVELOPMENT OF 1000 STUYVESANT AVENUE



ALVIN KIRBY
 CIVIL ENGINEER AND LAND SURVEYOR
 1011 10th Avenue, 10th Floor, New York, NY 10018
 Tel: 212-692-1000
 Fax: 212-692-1001
 www.alvinkirby.com

LOT AREA TABLE (in Square Feet)

SECTION	AREA	PERCENTAGE
WAINWRIGHT PAR 3 13-18-1-2	14,529	9.43%
WAINWRIGHT PAR 3 13-18-1-3	6,825	43.42%
WAINWRIGHT PAR 3 13-18-1-4	24,150	15.15%

I, the undersigned, being a duly Licensed Professional Engineer in the State of New York, do hereby certify that the above is a true and correct copy of the original as shown to me.

12/21/2021
 [Signature]
 CIVIL ENGINEER

I, the undersigned, being a duly Licensed Professional Engineer in the State of New York, do hereby certify that the above is a true and correct copy of the original as shown to me.

Fifty cents 50 United States of America vs. Ohio Process
 State of Kentucky }
 County of Wetchin } On this Fifth day of November 1870 before
 me personally came James B. White and Martha A
his wife personally known and known to me to be
 the individuals described in and who executed the
 foregoing instrument and they severally acknowledged
 that they executed the same and the said Martha
 as a party of omission by her made separate
 and apart from her said husband acknowledged
 that she executed the same freely and without
 any fear or compulsion of or from her said husband.
Ralph E. Prime, Notary Public
 in and for Wetchin Co.

A true copy of original and acknowledged instrument
 this Recorded November 21st 1870 at - 10:11 AM

Charles A. Smith Clerk
 "Oct 26" 1870

Mary W. Tucker

James M. Tucker This instrument the Tenth day
 of February in the year one thousand Eight hundred
 and seventy between Mary W. Tucker of the County
 of Rye County of Wetchin and State of Kentucky
 party of the first part and James M. Tucker of
 said State Kentucky and State party of the second
 part Witnesseth that the said party of the first
 part for and in consideration of the sum of
Seven Dollars and eighty four Cents lawful
 money of the United States to her in hand paid by
 the said party of the second part at or before
 the recording and delivery of these presents the
 receipt whereof is hereby acknowledged and the
 said party of the second part his heirs executors
 and administrators forever released and dis-
 charged from the same by these presents have
granted conveyed sold aliened revised released
conveyed and conveyed and by their predecessors
and by their predecessors unto the said party

of the second part - and to his heirs and assigns forever. All that certain lot of land situated in the Town of Rye County of Westchester and State of New York near the Rail Road Depot at Rye Station bounded and containing as follows to wit: Beginning at a point on the southerly side of Purdy Avenue distant one hundred (100) feet easterly from the southerly corner of Purdy Avenue and Purchase Street crossing thence easterly along with southerly side of Purdy Avenue fifty six (56) feet thence southerly on a line perpendicular to Purdy Avenue one hundred (100) feet thence westerly along other land of the party of the first part on a line parallel with Purdy Avenue fifty six (56) feet and thence north on a line perpendicular to Purdy Avenue along land this day conveyed by the party of the first part to James Mc Field and Eliza Mc Candia one hundred (100) feet to the place of beginning together with all the rights title and interest of the party of the first part to the land in said Avenue in front of and adjoining said premises to the center thereof subject to the rights of way of the public over the same. The same party of the second part to build at his own Expense the fence between said premises being conveyed and the land of the party of the first part. Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in any way appertaining and the possessions and revenues and remedies and remedies with all and singular rights title interest property possessions claims and demands whatsoever as well in law as in equity of the said party of the first part of the same and every part and parcel thereof with the appurtenances to have and to hold the above granted premises and described premises with the appurtenances unto the said party of the second part his heirs and assigns to his and their heirs proper use benefit and behoof forever.

And the said Mary W. Prady for herself her heirs Execu-
 tors and administrators doth covenant grant and
 agree to and with the said party of the second part
 his heirs and assigns that the said Mary W. Prady at
 the time of the sealing and delivery of these presents is
 lawfully seized in her own right of a good absolute
 and indefeasible estate of inheritance in fee simple
 of and in all and singular the above granted and
 described premises with their appurtenances and
 both good right full power and lawful authority to
 grant bargain sell and convey the same in manner
 aforesaid And that the said party of the second part
 his heirs and assigns shall and may at all times
 hereafter peaceably and quietly have hold use
 receive possess use enjoy the above granted prem-
 ises with every part and parcel thereof with their appur-
 tenances without any let suit trouble molestation
 invasion or disturbance of the said party of the first
 part his heirs or assigns or of any other person or
 persons lawfully claiming or to claim the same
And that the same now his free clear discharge
 and unincumbered of and free from all former and
 other grants titles charges estates judgments taxes
 assessments and encumbrances of what nature
 or kind soever And also that the said party of
 the first part and his heirs and all and every
 person or persons who hereafter lawfully or equitably
 during any estate right title or interest of in or to
 the premises granted premises by from under or
 in trust for her or them shall and will at any
 time and times hereafter upon the reasonable
 request made at the proper costs and charges in
 the law of the said party of the second part his
 heirs and assigns make do and execute or cause
 to be made done and executed all and every
 such further and other lawful and reasonable
 acts conveyances and assurances in the law for
 the better and more effectually performing con-
 firming their premises hereby granted or intended
 so to be made to the said party of the second part

his heirs and assigns forever as by the said party of the second part his heirs or assigns or his or their counsel licensed in the law shall be reasonably advised or required.

And the said Henry W. Peedy and his heirs their heirs and assigns shall and lawfully grant and release premises and every part and parcel thereof with the appurtenances unto the said party of the second part his heirs and assigns against the said party of the first part and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will Warrant and by these presents forever Defend And the said party of the second part for himself his heirs and assigns doth hereby covenant to and with the said

Henry W. Peedy his heirs executors and administrators that neither the said party of the second part nor his heirs or assigns shall or will at any time hereafter erect or permit upon any part of the said Lot any Steam boiler or Smith shop forge furnace Steam engine or any machinery or other iron foundry or any Manufactory of gunpowder or lime or saltpetre or Vitriol or other trifling trades or for the tanning dressing or preparing skins hides or leather or any brewing distilling or any other noxious or dangerous trade or business or any Gaming tables or coffee or permit any intoxicating liquors to be sold therein or to use any buildings upon said premises or to let or lease the same to be used for the purpose of selling intoxicating liquors thereon; it being understood that this covenant shall run with the land and shall be inserted in all further deeds of said premises.

Witness Whereof the said party of the first part hath hereunto set his hand and seal this day and year above written. Sealed and delivered in the presence of a part of the 6th and 7th lines of Henry W. Peedy Et C. 3 last page commencing with the word "and" and in with the word "not" being cancelled.

Shubert & Strang 3 1 Dollars 1 Bush Tater 1000
John A. Carpenter 1 Dollar 1 Mill 1/2 February 10th 1870

State of New York
County of Westchester On this third day of November
 in the year one thousand eight hundred and seventy
 before me personally came Mary W. Purdy to me known
 to be the individual described in and who executed
 the within conveyance who acknowledges that she
 executed the same Hubert R. Strong

Justice of the Peace
A true copy of original Deed and acknowledged and
recorde November 21st 1870 at 10 o'clock

Charles G. Paul, Register
at 10 o'clock 20th 1870

Gerard Mc Stevens, Referee

To
Alfred B. Mearns This Indenture made
 this third day of November in the year one thousand
 eight hundred and seventy, between Gerard Mc
Stevens a Referee duly appointed as herein after
 mentioned of the first part and Alfred B. Mearns
of Westchester County of the second part Whereas at a
Special Term of the Supreme Court held in and for
 the County of Westchester in the last
 of Brooklyn on the Ninth day of July one thousand
 eight hundred and seventy, it was among other things
 ordered and adjudged by the said Court in a certain
 action then pending in the said Court between Alfred
B. Mearns Plaintiff and Sarah Eliza Hoyt Defendant
That all and singular the Mortgage premises mention-
 ed in the complaint in said action and in said
 judgment described or so much thereof as might
 be sufficient to raise the amount due to the plaintiff
 for principal interest and costs in said action and
 which might be sold separately without material
 injury to the parties interested be sold at public auc-
 tion according to the course and practice of said
 Court by or under the direction of the said party
 of the first part as Referee thereby duly appointed
 for that purpose that the said sale be made in
Westchester County that the said Referee give
 public notice of the time and place of such sale

assigns hereinafter by the said party of the second part his heirs or assigns or his or their assigns lawfully in the law shall be reasonably advised or required. And this said parties of the first part and their heirs the above described well knowing, guarantee and release promises and every part and parcel thereof waives the opportunity of the said party of the second part his heirs and assigns against the said parties of the first part and their heirs and assigns against all and every person and persons whomsoever lawfully claiming or to claim the same shall and well warrant and by their parents forever De Facto De Jure Whereby the said parties of the first part hereunto set their hands and seals the day and year first above written and delivered in the presence of

H. H. Taylor } James Stewart (TS)
 Forty cents 50 minutes state } Mary C Stewart (TS)
 Anti-Rumour to Bryant Rogers } J. J. Holt, Secy 1870
State of Kentucky

County of Montgomery You this Eighteenth day of November in the year one thousand Eight hundred and seventy before me personally came James Stewart and Mary C Stewart his wife to me personally known and known to be the individuals described in and who executed the foregoing instrument and solemnly acknowledged that they executed the same and the said Mary C Stewart his wife as a separate estate by me made separate and apart from her said husband and acknowledged to me that she executed the same freely and without any fear or compulsion of or from her said husband.

H. H. Taylor Notary Public Yorkes N.Y.
 A true copy of original here and acknowledged and
 third Richard November 21st 1870 at 10 A.M.

Charles B. Borden
 Notary Public
 "and April 26th 1879"

James M. Tucker
 To
James M. Field This Indenture made the FIRST
 day of September in the year one thousand Eight hundred and

Seventy: Between James MacDonnell of the Town of Rye County
of Westchester and State of New York party of the first part
and James McFalls of said Town, County and State,
of the second part, Witnesses That the said party of the
first part in consideration of One hundred and twelve
Dollars to him paid by the party of the second part
 doth grant and convey unto the said party of the
 second part, a right of way for himself his heirs and
 assigns owners of the Lot owned by him fronting on
 Purchase Avenue in said Town upon and over
All that certain strip of land in said Town owned
by the party of the first part and described as follows
to wit: Beginning at a point on the southerly side
 of Purdy Avenue distant one hundred feet Eastward
 from the Eastward side of Purchase Avenue and run-
 ning thence Eastward along Purdy Avenue fifteen
 (15) feet, thence southerly on a line perpendicular
 to Purdy Avenue one hundred (100) feet thence West-
 erly along land of Mary W. Purdy fifteen (15) feet and
 thence southerly along land of James McFalls and
 land of Elizabeth Bailey One hundred (100) feet to
 the point or place of beginning; upon the express
 condition however that the said right of way shall
 be used, exercised and enjoyed in common with
 the party of the first part his heirs and assigns owners
 of the Lot owned by him, and that the parties of the
 first and second parts shall for themselves their agents
 and servants, their heirs and assigns owners of the
 respective Lots belonging to them, and no others,
 have the right to travel over and use said right
 of way on foot or with horses, wagons, carriages
 and teams, at all times hereafter, and it is hereby
 mutually covenanted and agreed between the
 parties hereto, that the said strip or parcel of land
 shall be enclosed on the sides and at the ends
 thereof with a good and substantial fence, with
 gates leading to the lands of the parties hereto and
 into said Purdy Avenue, said fences to be
 erected and maintained at the joint expense of
 the parties to this agreement their heirs and assigns

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and that such rights of way shall not be obstructed or incumbered by either of the parties to this agreement their heirs or assigns, by leaving thereon, holes, cuts, ways or any other incumbrances or hindrances to the free and unobstructed passage thereof in Witness Whereof the parties to this private have hereunto set their hands and seals this day and year first above written

The same Private written and signed by James McTucker James McField Shubal R. Tracy

County of Putnam State of New York Proces 1870 Sept 1st 1870

County of Westchester On this 18th day of November 1870 before me came James McTucker and James McField known to me to be the individuals described in and who executed the foregoing instrument and severally acknowledged to me that they had executed the same

Shubal R. Tracy Justice of the Peace
A true copy of original and acknowledged instrument recorded November 20th 1870 at 10 A.M.

Charles G. Marsh Register
ad. April 26th 1879

Frederick W. Wahl Trustee Gen. Land Tit 584 page 15

Hannah Wager Higgins know all men by these presents that Frederick W. Wahl of the Town of Pelham County of Westchester and State of New York for and in consideration of the sum of thirty five dollars lawful money of the United States of North America to him in hand paid by Hannah Wager Higgins of the said Town and County the receipt of which is hereby acknowledged, have sold and by these presents do grant and convey as well assign transfer and set over unto the said Hannah Wager Higgins a certain Indenture of lease bearing date the Thirteenth day of January in the year of our Lord one thousand eight hundred and seventy six between Gilbert S. Lyon County Treasurer of the County of Westchester and Frederick W. Wahl of the said Town and County of a certain Lot of ground

of or from her husband.

(L.S.) C.S. Delavan, Notary Public, New York City.

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, SS. I, CHARLES E. LOEW, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County the same being a Court of record do hereby certify that C.S. DELEVAN, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment a NOTARY PUBLIC in and for the City and County of NEW YORK, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. AND further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said Court and County the 22nd day of January 1872.

(L.S.) Chas. E. Loew, Clerk.

U.S. Internal Five cents 5 Revenue.

A true copy of original Deed and acknowledgment thereof with Clerk's certificate attached recorded January 26th, 1872, at 9. A.M.

James M. Bard, Reg.

MARY W. PURDY :

TO :

ELIZA MCCAULEY, :

THIS INDENTURE made

the tenth day of February in the year one thousand eight hundred and seventy BETWEEN MARY W. PURDY, of the Town of Rye, County of Westchester, and State of New York, party of the first part and ELIZA MCCAULEY, the wife of Charles McCauley, of said Town, County and State party of the second part, WITNESSETH that

the said party of the first part for and in consideration of the sum of SEVEN HUNDRED AND FIFTY DOLLARS, lawful money of the United States to her in hand paid by the said party of the second part at or before the ensembling and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part her heirs, executors, and administrators forever, released and discharged from the same by these presents has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents doth grant, bargain, sell, alien, remise, release convey and confirm unto the said party of the second part, and to her heirs and assigns forever, ALL that certain lot, of land situate in the Town of RYE, County of Westchester and State of New York, bounded and containing as follows, to wit: BEGINNING at the corner formed by the intersection of the southerly side of Purdy Avenue with the easterly side of Purchase Street and running thence easterly along the southerly side of Purdy Avenue one hundred (100) feet to land this day conveyed by the party of the first part to James M. Tucker, thence southerly along said land conveyed to Tucker, on a line perpendicular to Purdy Avenue fifty (50) feet thence westerly on a line parallel to Purdy Avenue one hundred (100) feet or thereabouts to the easterly side of Purchase Street, and thence northerly along the easterly side of Purchase Street, fifty (50) feet or thereabouts to the place of beginning. TOGETHER with all the right, title and interest of the party of the first part to the street and avenue in front and adjoining said premises, to the centre thereof, SUBJECT to the right of way of the public over the same

TOGETHER with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders, rents, issues and profits thereof. AND ALSO all the estate, right, title, interest, property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof, with the appurtenances. TO HAVE AND TO HOLD the above granted bargained, and described premises with the appurtenances unto the said party of the second part her heirs, and assigns to her and their own proper use, benefit and behoof forever. AND the said Mary W. Purdy, for herself, her heirs, executors and administrators doth covenant grant and agree to and with the said party of the second part her heirs, and assigns that the said Mary W. Purdy, at the time of the sealing and delivery of these presents is lawfully seized in her own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted and described premises with the appurtenances and has good right full power and lawful authority to grant, bargain, sell and convey the same in manner aforesaid. AND that the said party of the second part her heirs, and assigns shall and may at all times hereafter peaceably and quietly have hold, use occupy possess and enjoy the above granted premises and every part and parcel thereof, with the appurtenances without any let suit trouble molestation eviction or disturbance of the said party of the first part her heirs, or assigns or of any other person or persons lawfully claiming or to claim the same. AND that the same now are free clear discharged and unencumbered

of and from all former and other grants, titles, charges, estates, judgments taxes, assessments and encumbrances of what nature or kind soever.

AND also that the said party of the first part and her heirs, and all and every person or persons lawfully or equitably deriving any estate, right, title, or interest of in or to the hereinbefore granted premises by from under or in trust for her or them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part her heirs, and assigns make do and execute or cause to be made done and executed all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby granted or intended so to be in and to the said party of the second part her heirs, and assigns forever, as by the said party of the second part her heirs, or assigns or her or their counsel learned in the law shall be reasonably advised or required. AND the said Mary W. Purdy, and her heirs, the above described and hereby granted and released premises and every part and parcel thereof, with the appurtenances unto the said party of the second part her heirs, and assigns against the said party of the first part and her heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend. AND the said party of the second part for herself, her heirs, and assigns doth hereby covenant to and with the said

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Mary W. Purdy, her heirs, executors, and administrators that neither the said party of the second part nor her heirs, or assigns shall and will at any time hereafter erect or permit upon any part of the said lot any slaughter house smith shop, forge furnace steam engine brass foundry mill or other iron foundry or any manufactory of gunpowder glue, varnish, vitrol ink or turpentine or for the tanning, dressing or preparing skind hides or leather or any Brewery distillery or any other noxious or dangerous trade or business or any livery stable or suffer or permit any intoxicating liquors to be sold thereon or to use any building upon said premises or to let or lease the same to be used for the purpose of selling intoxicating liquors, thereon it being understood that this covenant shall run with the land and shall be inserted in all further deeds of said premises. IN WITNESS WHEREOF the said party of the first part has hereunto set her hand and seal, the day and year above written.

Sealed and delivered

in the presence of-

MARY W. PURDY (I.S.)

a part of the 6th and 7th line of last page commencing with the word "erect" and ending with the word "not" being cancelled.

Shubael R. Strang.

U.S. Inter. Revenue \$1 one dollar \$1 M.W. P. Feb. 10th, 1870.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS. On this fourth day of October in the year of our Lord one thousand eight hundred and seventy one, before me personally came MARY W. PURDY, to me known, to be the individual described in and who executed the within conveyance who acknowledged she executed the same.

Shubael R. Strang, Justice of the Peace.

A true copy of original Deed and acknowledgment thereof recorded January 26th, 1872, at 10. A.M.

* * * * *

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



541763718EAS0026

Westchester County Recording & Endorsement Page

Submitter Information

Name: First American Title Ins. NY Divison Phone: 212-922-9700
 Address 1: 633 Third Avenue Fax: 212-922-0881
 Address 2: Email: WestchestereRecordings@firstam.com
 City/State/Zip: New York NY 10017 Reference for Submitter: 617581-as

Document Details

Control Number: **541763718** Document Type: **Easement (EAS)**
 Package ID: 2014062500380001001 Document Page Count: **10** Total Page Count: **12**

Parties

Additional Parties on Continuation page

1st PARTY **2nd PARTY**
 1: ROBERT L ALEXANDER REVOCABLE TRUST - Other 1: WAINWRIGHT HOUSE INC - Other
 2: ALEXANDER ROBERT L - Individual 2: - Other

Property

Additional Properties on Continuation page

Street Address: 270 STUYVESANT AVE Tax Designation: 153.18-1-2
 City/Town: RYE CITY Village:

Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
 Page Fee: \$55.00
 Cross-Reference Fee: \$0.00
 Mortgage Affidavit Filing Fee: \$0.00
 RP-5217 Filing Fee: \$0.00
 TP-584 Filing Fee: \$5.00
 Total Recording Fees Paid: **\$100.00**

Mortgage Taxes

Document Date:
 Mortgage Amount:
 Basic: \$0.00
 Westchester: \$0.00
 Additional: \$0.00
 MTA: \$0.00
 Special: \$0.00
 Yonkers: \$0.00
 Total Mortgage Tax: **\$0.00**

Transfer Taxes

Consideration: \$0.00
 Transfer Tax: \$0.00
 Mansion Tax: \$0.00
 Transfer Tax Number: 13537

Dwelling Type: Exempt:
 Serial #:

Record and Return To

Pick-up at County Clerk's office

Harfenist Kraut & Perlstein LLP
 2975 Westchester Avenue
 Suite 415
 Purchase, NY 10577
 Attn: Leo Napior

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/16/2014 at 02:41 PM
 Control Number: **541763718**
 Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
 Westchester County Clerk

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

541763718EAS0026

Westchester County Recording & Endorsement Page

Document Details

Control Number: **541763718**

Document Type: **Easement (EAS)**

Package ID: 2014062500380001001

Document Page Count: 10

Total Page Count: 12

1st PARTY Addendum

2nd PARTY Addendum

ELIZABETH C ALEXANDER REVOCABLE TRUST

Other

ALEXANDER ELIZABETH C

Individual

#3020-617581
153.18
PART OF LOT 2

EASEMENT AGREEMENT

This Easement Agreement is made this 26th day of June, 2014 by Robert L. Alexander and Elizabeth C. Alexander, trustees of the Robert L. Alexander Revocable Trust dated 3/15/05, and Robert L. Alexander and Elizabeth C. Alexander, trustees of the Elizabeth C. Alexander Revocable Trust dated 3/15/05 ("Owner"), with an address at 290 Stuyvesant Avenue, Rye, New York, 10580 and Wainwright House, Inc. (hereinafter "Neighbor" or "Seller"), with an address at 260 Stuyvesant Avenue, Rye, New York 10580.

WITNESSETH

WHEREAS, Neighbor has conveyed title to a parcel of land to Owner, more particularly described in Schedule "A" attached hereto (the "Premises"), pursuant to a contract of sale between Owner and Neighbor dated June 26, 2013 (the "Contract");

WHEREAS, pursuant to the Contract the Owner is required to provide Seller with an easement (the "Access Easement") in favor of the Seller for that portion of the existing driveway and all underground utilities, facilities and structures located under that portion of the existing driveway on the Premises as depicted in the Lot Area Sketch Map attached hereto as Schedule "B", and as further depicted on a certain map titled "Properties of Alexander and Wainwright House, Inc., 260, 270 & 290 Stuyvesant Avenue – Rye, NY, Apportionment Survey Map", dated September 16, 2013, prepared by Gerald T. O'Buckley, LLS, to be recorded with the Westchester County Land Records (the "Access Easement Area");

WHEREAS, pursuant to the Contract the Owner is required to provide Seller with a view easement (the "View Easement") in favor of the Seller over a portion of the Premises as depicted on Schedule "B" attached hereto and as further depicted on a certain map titled "Properties of Alexander and Wainwright House, Inc., 260, 270 & 290 Stuyvesant Avenue – Rye, NY, Apportionment Survey Map", dated September 16, 2013, prepared by Gerald T. O'Buckley, LLS, to be recorded with the Westchester County Land Records (the "View Easement Area"); and

WHEREAS, the Easement is solely for the benefit of the Seller and shall not run with the land or otherwise be assignable by Seller;

NOW THEREFORE, it is agreed between the undersigned as follows:

ACCESS AND UTILITY EASEMENT

1. The Neighbor shall possess an access easement over, under, across and through the Easement Area, contained within the area depicted as "Proposed Access & Utility Easement" on Schedule "B" attached hereto.
2. The Neighbor shall be permitted to maintain, repair and restore the driveway and any underground utilities, facilities or structures within the Easement Area in accordance with the terms of this Agreement (the "Improvements"). The Neighbor shall be solely responsible for maintenance and repair of the Improvements, including snow and ice removal, and the Owner shall have no obligation to perform such responsibilities.

3. The Neighbor shall defend, reimburse, indemnify and save harmless the Owner from and against any and all liability and damages, and from and against any and all suits, claims, and demands of every kind and nature, including reasonable counsel fees, by or on behalf of any person, firm, association or corporation, arising out of or based upon any accident, injury or damage, which shall or may happen in connection with the use of the access easement over, across and through the Premises that shall arise as a result of any negligent act or omission of the Neighbor, or Neighbor's employees, agents, licensees, invitees and/or contractors, or shall otherwise involve the use of the driveway by the Neighbor, or any of Neighbor's employees, agents, licensees, invitees and/or contractors; provided, that the foregoing obligation of the Neighbor shall not apply in the event that any such suit, claim or demand shall be caused by or arise out of any negligence, intentional or willful act of the Owner. In case any action or proceeding is brought against the Owner by reason of any such claim, if elected to by Owner, the Neighbor shall, at its own cost and expense, resist or defend such action or proceeding by counsel reasonably approved by the Owner in writing, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Owner shall retain the right to retain counsel directly of Owner's independent selection and Neighbor shall remain liable for any reasonable attorney's fees incurred by Owner in connection with the defense of any such action or suit.

4. The Owner shall defend, reimburse, indemnify and save harmless the Neighbor from and against any and all liability and damages, and from and against any and all suits, claims, and demands of every kind and nature, including reasonable counsel fees, by or on behalf of any person, firm, association or corporation, arising out of or based

upon any accident, injury or damage, which shall or may happen in connection with the use of the access easement over, across and through the Premises that shall arise as a result of any negligent act or omission of the Owner, or the Owner's employees, agents, licenses, invitees and/or contractors, if the Owner interferes with the Neighbor's use of the Easement Area; provided, that the foregoing obligation of the Owner shall not apply in the event that any such suit, claim or demand shall be caused by or arise out of any negligence, intentional or willful act of the Neighbor. In case any action or proceeding is brought against the Neighbor by reason of any such claim, if elected to by Neighbor, the Owner shall, at its own cost and expense, resist or defend such action or proceeding by counsel reasonably approved by the Neighbor in writing, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Neighbor shall retain the right to retain counsel directly of Neighbor's independent selection and Owner shall remain liable for any reasonable attorney's fees incurred by Neighbor in connection with the defense of any such action or suit.

5. In the event any work to repair, maintain and/or restore the driveway or the underground utilities, facilities and structures is required within the Easement Area, as a pre-requisite to performing such work (the "Work"), the Neighbor shall procure any necessary permits from the municipal authorities and the Owner shall be named as an additional insured on the liability and workmen's compensation insurance policies of the contractor responsible for performing the Work, with proof of such insurance being provided to Owner in advance of the commencement of the Work. In addition, the Neighbor shall promptly pay all bills and invoices due and owing to any third parties for the performance of any Work and will not allow any mechanics' liens to be filed against

the Premises. In the event a mechanics' lien is filed against the Premises, the Neighbor shall promptly (within 30 days notice from Owner) have such lien removed of record either by bonding or otherwise. In the event the Neighbor fails to cause such lien to be discharged of record the Owner as provided in this Agreement, the Owner may do the same and the Neighbor shall be liable for any costs incurred by Owner in doing so, including the costs of any bond and reasonable attorneys' fees incurred by Owner.

VIEW EASEMENT

6. The Owner hereby grants to Neighbor a View Easement over and across that portion of the Premises depicted as the "Restricted View Easement Area" on Schedule "B" attached hereto.

7. The Owner hereby agrees that Owner shall not install, permit and/or maintain any plantings, statuary, structures or any other item or thing in the View Easement Area that exceeds a height of 48 inches (48") at any time whatsoever.

8. The Owner acknowledges the intent of this View Easement is to maintain the sight line so that no water view of the Neighbor will at any time be lessened from the sight line enjoyed by the Neighbor immediately prior to the date of this Easement.

EASEMENT SOLELY FOR SELLER'S BENEFIT

9. The provisions of this Easement Agreement are solely for the benefit of the Neighbor and shall only run with the land and be deemed perpetual and binding upon Owner's distributees, legal representatives, heirs, successors and assigns, for so long as


Neighbor owns the neighboring property at 270 Stuyvesant Avenue, Rye, New York
10580 (Tax ID: 153.18-1-2).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 26th day of June in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared **ELIZABETH C. ALEXANDER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person or entity upon behalf of which the individuals acted, executed the instrument.

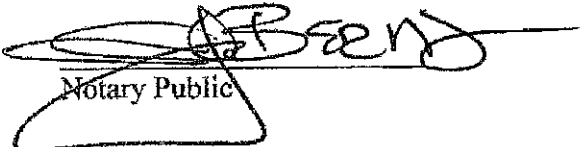
LEO K NAPIOR
Notary Public, State of New York
No. 02NA6286644
Qualified in Westchester County
Commission Expires July 29, 2017



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 26 day of June in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared **CAROL CRAIG**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person or entity upon behalf of which the individuals acted, executed the instrument.



Notary Public

SHIRLEY BEARNS
Notary Public, State of New York
No. 01BE6059618
Qualified in Putnam County
Commission Expires May 29, 2015



Title No. 3020-617581
AMENDED 05/28/2014 (nmr)

SCHEDULE "A"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF RYE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE WESTERLY LINE OF STUYVESANT AVENUE, WHICH POINT IS 464.06 FEET FROM THE NORTHEASTERLY CORNER OF THE PREMISES HEREBY CONVEYED AND THE SOUTHEASTERLY CORNER OF THE PREMISES CONVEYED BY LAURA WALLACE WAINWRIGHT AND J. MAYHEW WAINWRIGHT, HER HUSBAND TO MARIE MACLEAN BY DEED DATED OCTOBER 9TH 1928 RECORDED IN THE OFFICE OF THE REGISTER OF WESTCHESTER COUNTY IN LIBER 2890 OF DEEDS AT PAGE 422, ON OCTOBER 15TH 1928; AND

RUNNING SOUTH ALONG THE WESTERN SIDE OF STUYVESANT AVENUE, ON A CURVE TO THE RIGHT WITH A RADIUS OF 369.65, THE INITIAL RADIAL OF WHICH BEARS SOUTH 54° 38' 45", ALONG SAID CURVE FOR AN ARC LENGTH OF 19.14 FEET TO A POINT;

RUNNING THENCE NORTH 63° 52' 00" WEST 450.00 FEET TO A POINT ALONG MILTON HARBOR;

THENCE NORTH 17° 37' 00" EAST 19.01 FEET ALONG SAID MILTON HARBOR TO A POINT;

THENCE SOUTH 63° 52' 00" EAST 456.38 FEET TO THE POINT AND PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

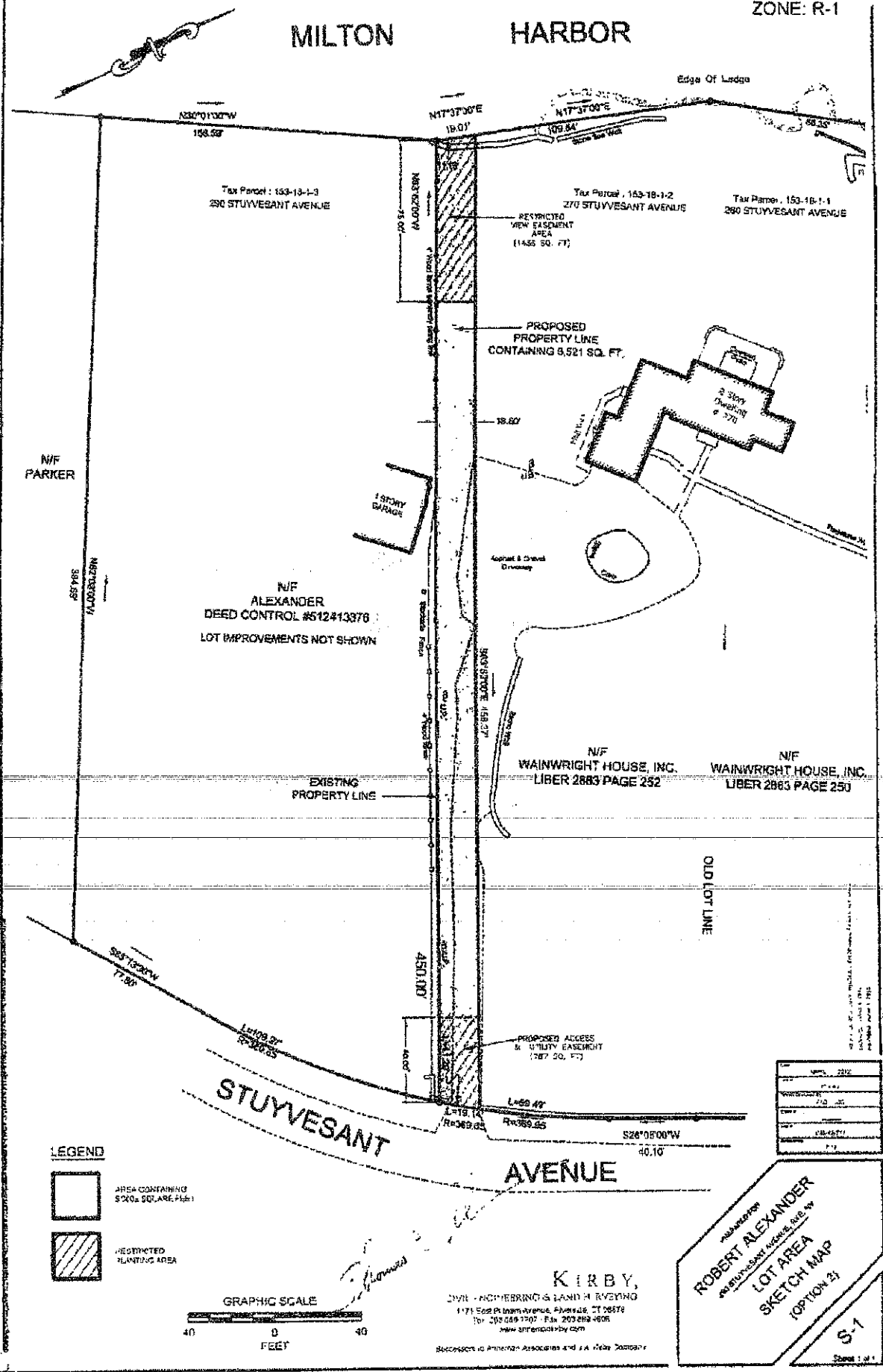
Record & RETURN!

HARFENIST KRAUT & PERLSTEIN LLP
2975 WESTCHESTER AVENUE, #415
PURCHASE, NEW YORK 10577



MILTON

HARBOR

ZONE: R-1



LEGEND

-  AREA CONTAINING 5000+ SQ. FT. AREA (P.L. 1)
-  RESTRICTED PLANNING AREA



KIRBY,
 CIVIL ENGINEERING & LAND SURVEYING
 171 East Putnam Avenue, New Rochelle, NY 10801
 Tel: 914-261-7707 Fax: 914-261-7606
 www.kirbyandcompany.com
 Successors to Anthony Associates and J.A. Kirby, Stationer

APPROVED BY
ROBERT ALEXANDER
 290 STUYVESANT AVENUE, NEW YORK, NY
LOT AREA
SKETCH MAP
 OPTION 21
 S-1
 Sheet 1 of 1

NYSCRF DOC NO. 3
 The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



541843180DAG001Y

Westchester County Recording & Endorsement Page

Submitter Information

Name: First American Title Ins. NY Divison Phone: 212-922-9700
 Address 1: 633 Third Avenue Fax: 212-922-0881
 Address 2: Email: WestchestereRecordings@firstam.com
 City/State/Zip: New York NY 10017 Reference for Submitter: 617581-as (License Agreement)

Document Details

Control Number: **541843180** Document Type: **Deed Agreement (DAG)**
 Package ID: 2014070300076001001 Document Page Count: **9** Total Page Count: **11**

Parties

Additional Parties on Continuation page
 1st PARTY 2nd PARTY
 1: ELIZABETH C ALEXANDER REVOCABLE TRUST - Other 1: WAINWRIGHT HOUSE INC - Other
 2: ROBERT L ALEXANDER REVOCABLE TRUST - Other 2:

Property

Additional Properties on Continuation page
 Street Address: 270 STUYVESANT AVENUE Tax Designation: 153.18-1-p/o 2
 City/Town: RYE CITY Village:

Cross-References

Additional Cross-Refs on Continuation page
 1: 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
 Page Fee: \$50.00
 Cross-Reference Fee: \$0.00
 Mortgage Affidavit Filing Fee: \$0.00
 RP-5217 Filing Fee: \$0.00
 TP-584 Filing Fee: \$5.00
 Total Recording Fees Paid: **\$95.00**

Mortgage Taxes

Document Date:
 Mortgage Amount:
 Basic: \$0.00
 Westchester: \$0.00
 Additional: \$0.00
 MTA: \$0.00
 Special: \$0.00
 Yonkers: \$0.00
 Total Mortgage Tax: **\$0.00**

Transfer Taxes

Consideration: \$0.00
 Transfer Tax: \$0.00
 Mansion Tax: \$0.00
 Transfer Tax Number: 13627

Dwelling Type: Exempt:
 Serial #:

Record and Return To

Pick-up at County Clerk's office

harfenist kraut & perlstein llp
 2975 westchester avenue
 purchase, NY 10577

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/17/2014 at 11:51 AM
 Control Number: **541843180**
 Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
 Westchester County Clerk

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

541843180DAG001Y

Westchester County Recording & Endorsement Page

Document Details

Control Number: **541843180**

Document Type: **Deed Agreement (DAG)**

Package ID: 2014070300076001001

Document Page Count: 9

Total Page Count: 11

1st PARTY Addendum

2nd PARTY Addendum

ALEXANDER ROBERT L

Individual

ALEXANDER ELIZABETH C

Individual

3020-617581
\$ 153.18
B 1
L part of Lot 2

LICENSE AGREEMENT

This License Agreement is made this 26th day of June, 2014 by Robert L. Alexander and Elizabeth C. Alexander, trustees of the Robert L. Alexander Revocable Trust dated 3/15/05, and Robert L. Alexander and Elizabeth C. Alexander, trustees of the Elizabeth C. Alexander Revocable Trust dated 3/15/05 ("Owner"), with an address at 290 Stuyvesant Avenue, Rye, New York, 10580 and Wainwright House, Inc. (hereinafter "Neighbor" or "Seller"), with an address at 260 Stuyvesant Avenue, Rye, New York 10580.

WITNESSETH

WHEREAS, Neighbor has conveyed title to a parcel of land to Owner, more particularly described in Schedule "A" attached hereto (the "Premises"), pursuant to a contract of sale between Owner and Neighbor dated June 26, 2013 (the "Contract");

WHEREAS, pursuant to the Contract the Owner is required to provide Seller with a license (the "License") in favor of the Seller for that portion of the existing driveway and all underground utilities, facilities and structures located under that portion of the existing driveway on the Premises as that is not within the Proposed Access & Utility Easement Area depicted in the Lot Area Sketch Map attached hereto as Schedule "B" and as further depicted on a certain map titled "Properties of Alexander and Wainwright House, Inc., 260, 270 & 290 Stuyvesant Avenue - Rye, NY, Apportionment Survey Map", dated September 16, 2013, prepared by Gerald T. O'Buckley, LLS, to be recorded with the Westchester County Land Records (the "License Area"); and

9

WHEREAS, the License is solely for the benefit of the Seller and shall not run with the land or otherwise be assignable by Seller;

NOW THEREFORE, it is agreed between the undersigned as follows:

1. The Owner hereby grants and the Neighbor hereby accepts a license over, under, across and through the Premises for those portions of the existing driveway and underground utilities, facilities and structures on the Premises servicing the Neighbor's property that are not contained within the area depicted as "Proposed Access & Utility Easement" on Schedule "B" attached hereto.

2. The Neighbor shall be permitted to maintain, repair and restore the driveway and any underground utilities, facilities or structures (the "Improvements") within the License Area in accordance with the terms of this Agreement. The Neighbor shall be solely responsible for maintenance and repair of the Improvements, including snow and ice removal, and the Owner shall have no obligation to perform such responsibilities.

3. Within four (4) months the date hereof the Neighbor shall apply for the appropriate permits to remove those portions of the Improvements that are the subject of the aforementioned License (the "Permits"). The Neighbor shall use best efforts to comply with any requirements to have the Permits issued. Pursuant to the Contract and a separate Escrow Agreement entered into between the parties, the Neighbor shall have removed the Improvements from the License Area. This Agreement shall expire by its on terms upon the one (1) year anniversary of the date the Permits are issued. In the

event the Neighbor fails to apply for the Permits or to use best efforts to obtain the permits as provided herein this Agreement shall be terminable at-will by the Owner.

4. The Neighbor shall defend, reimburse, indemnify and save harmless the Owner from and against any and all liability and damages, and from and against any and all suits, claims, and demands of every kind and nature, including reasonable counsel fees, by or on behalf of any person, firm, association or corporation, arising out of or based upon any accident, injury or damage, which shall or may happen in connection with the use of the License over, across and through the Premises that shall arise as a result of any negligent act or omission of the Neighbor, or Neighbor's employees, agents, licensees, invitees and/or contractors, or shall otherwise involve the use of the driveway by the Neighbor, or any of Neighbor's employees, agents, licensees, invitees and/or contractors; provided, that the foregoing obligation of the Neighbor shall not apply in the event that any such suit, claim or demand shall be caused by or arise out of any negligence, intentional or willful act of the Owner. In case any action or proceeding is brought against the Owner by reason of any such claim, if elected to by Owner, the Neighbor shall, at its own cost and expense, resist or defend such action or proceeding by counsel reasonably approved by the Owner in writing, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Owner shall retain the right to retain counsel directly of Owner's independent selection and Neighbor shall remain liable for any reasonable attorney's fees incurred by Owner in connection with the defense of any such action or suit.

5. The Owner shall defend, reimburse, indemnify and save harmless the Neighbor from and against any and all liability and damages, and from and against any and all

suits, claims, and demands of every kind and nature, including reasonable counsel fees, by or on behalf of any person, firm, association or corporation, arising out of or based upon any accident, injury or damage, which shall or may happen in connection with the use of the access easement over, across and through the Premises that shall arise as a result of any negligent act or omission of the Owner, or the Owner's employees, agents, licenses, invitees and/or contractors, if the Owner interferes with the Neighbor's use of the License Area; provided, that the foregoing obligation of the Owner shall not apply in the event that any such suit, claim or demand shall be caused by or arise out of any negligence, intentional or willful act of the Neighbor. In case any action or proceeding is brought against the Neighbor by reason of any such claim, if elected to by Neighbor, the Owner shall, at its own cost and expense, resist or defend such action or proceeding by counsel reasonably approved by the Neighbor in writing, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Neighbor shall retain the right to retain counsel directly of Neighbor's independent selection and Owner shall remain liable for any reasonable attorney's fees incurred by Neighbor in connection with the defense of any such action or suit.

6. In the event any work to repair, maintain, restore or remove the Improvements is required within the License Area, as a pre-requisite to performing such work (the "Work"), the Neighbor shall procure any necessary permits from the municipal authorities and the Owner shall be named as an additional insured on the liability and workmen's compensation insurance policies of the contractor responsible for performing the Work, with proof of such insurance being provided to Owner in advance of the commencement of the Work. In addition, the Neighbor shall promptly pay all bills and

invoices due and owing to any third parties for the performance of any Work and will not allow any mechanics' liens to be filed against the Premises. In the event a mechanics' lien is filed against the Premises, the Neighbor shall promptly (within 30 days notice from Owner) have such lien removed of record either by bonding or otherwise. In the event the Neighbor fails to cause such lien to be discharged of record the Owner as provided in this Agreement, the Owner may do the same and the Neighbor shall be liable for any costs incurred by Owner in doing so, including the costs of any bond and reasonable attorneys' fees incurred by Owner.

LICENSE SOLELY FOR SELLER'S BENEFIT

7. The provisions of this License Agreement are solely for the benefit of the Neighbor and shall not run with the land.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

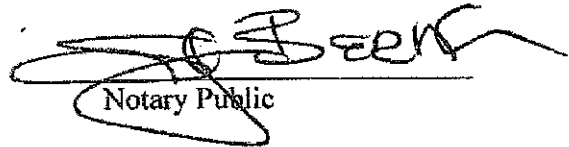
On the 26th day of June in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared **ELIZABETH C. ALEXANDER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person or entity upon behalf of which the individuals acted, executed the instrument.

LEO K NAPIOR
Notary Public, State of New York
No. 02NA6286644
Qualified in Westchester County
Commission Expires July 29, 2015


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 26 day of JUNE in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared **CAROL CRAIG**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person or entity upon behalf of which the individuals acted, executed the instrument.


Notary Public

SHIRLEY BERNS
Notary Public, State of New York
No. 01BE6059616
Qualified in Putnam County
Commission Expires May 29, 2015



Title No. 3020-617581
AMENDED 05/28/2014 (nmr)

SCHEDULE "A"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF RYE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE WESTERLY LINE OF STUYVESANT AVENUE, WHICH POINT IS 464.06 FEET FROM THE NORTHEASTERLY CORNER OF THE PREMISES HEREBY CONVEYED AND THE SOUTHEASTERLY CORNER OF THE PREMISES CONVEYED BY LAURA WALLACE WAINWRIGHT AND J. MAYHEW WAINWRIGHT, HER HUSBAND TO MARIE MACLEAN BY DEED DATED OCTOBER 9TH 1928 RECORDED IN THE OFFICE OF THE REGISTER OF WESTCHESTER COUNTY IN LIBER 2890 OF DEEDS AT PAGE 422, ON OCTOBER 15TH 1928; AND

RUNNING SOUTH ALONG THE WESTERN SIDE OF STUYVESANT AVENUE, ON A CURVE TO THE RIGHT WITH A RADIUS OF 369.65, THE INITIAL RADIAL OF WHICH BEARS SOUTH 54° 38' 45", ALONG SAID CURVE FOR AN ARC LENGTH OF 19.14 FEET TO A POINT;

RUNNING THENCE NORTH 63° 52' 00" WEST 450.00 FEET TO A POINT ALONG MILTON HARBOR;

THENCE NORTH 17° 37' 00" EAST 19.01 FEET ALONG SAID MILTON HARBOR TO A POINT;

THENCE SOUTH 63° 52' 00" EAST 456.38 FEET TO THE POINT AND PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

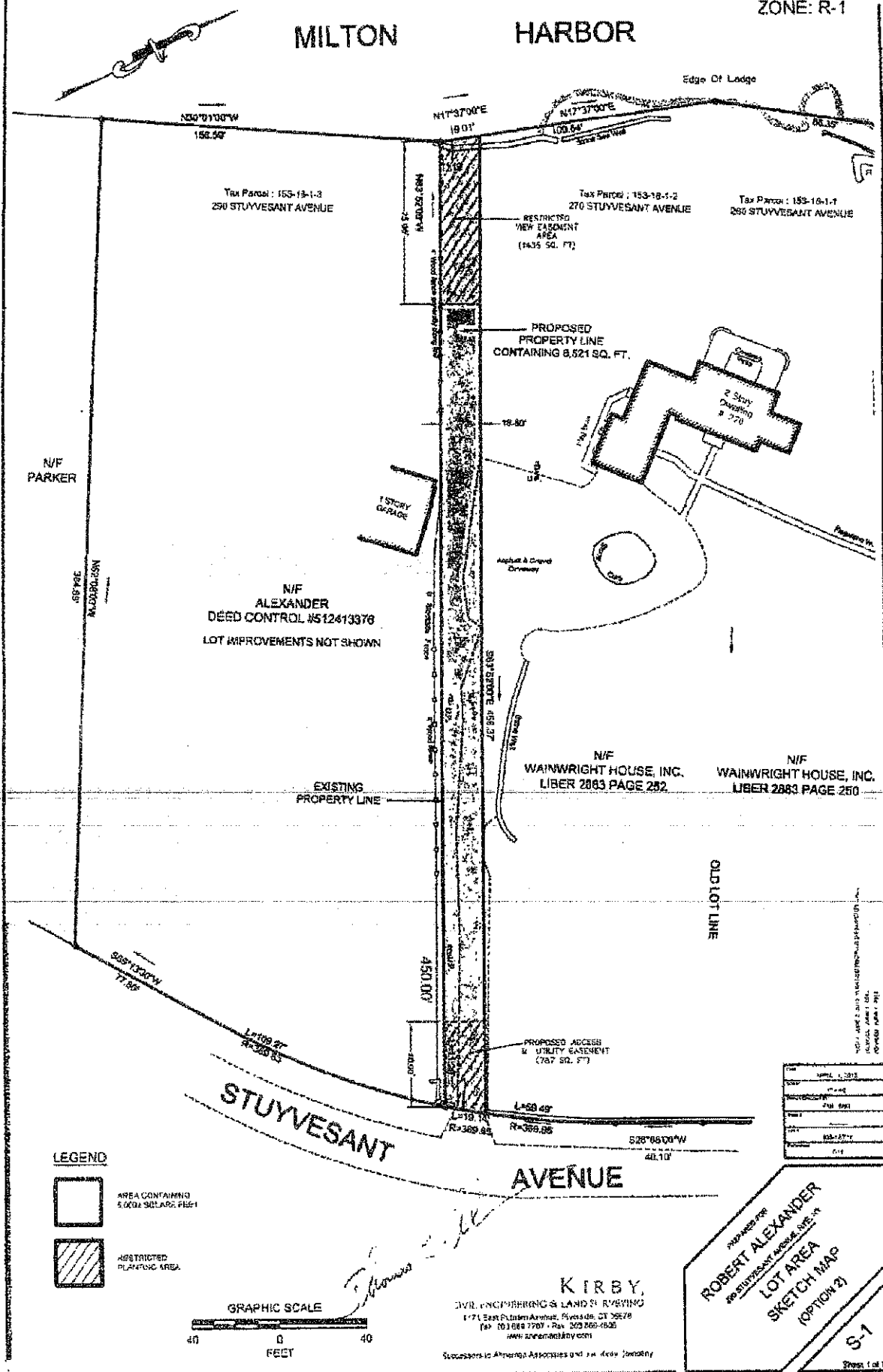
Record + RETURN:

HARFENIST KRAUT & PERLSTEIN LLP
2975 WESTCHESTER AVENUE, #415
PURCHASE, NEW YORK 10577

ZONE: R-1

MILTON

HARBOR



LEGEND

-  AREA CONTAINING 5,000+ SQUARE FEET
-  RESTRICTED PLANNING AREA



Thomas J. Kirby

KIRBY,
CIVIL ENGINEERING & LAND SURVEYING
171 East Putnam Avenue, Riverside, CT 06878
(410) 818-7707 • Fax: 203-866-0526
www.kirbyandcompany.com
Successors to Ahern & Associates and J.W. Devo (pending)

DATE	APRIL 1, 2018
PROJECT	LOT AREA
SCALE	1"=40'
NO.	188-277
BY	CJK
CHECKED	CJK

PREPARED FOR
ROBERT ALEXANDER
RESTRICTED PLANNING AREA SKETCH
LOT AREA SKETCH MAP
(OPTION 2)

S-1
Sheet 1 of 1

LIBER 7851 PAGE 522

Being the same premises conveyed by deed dated April 12, 1932 made by J. Mayhew Wainwright to Laura Wallace Wainwright which deed was recorded in the Office of the Register (now Clerk) of the County of Westchester on June 27, 1933 in Liber 3320 of Deeds at page 288.

EXCEPTING from the above described premises, the following described land and premises conveyed by Ponrose Wainwright Condict to Wainwright House, Inc. by deed dated May 18, 1951 and recorded in the Westchester County Clerk's Office on May 23, 1951 in Liber 4984 of Deeds, page 365:

ALL that certain lot, piece or parcel of land, situated in the City of Rye, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Stuyvesant Avenue distant 200 feet northeasterly along said westerly side of Stuyvesant Avenue from the point of the intersection of said westerly side of Stuyvesant Avenue with the boundary line between other property of Ponrose Wainwright Condict and the adjoining property now or formerly of Nell Burns Flynn, said boundary line being the southwesterly side of the premises conveyed by J. Mayhew Wainwright to Laura Wallace Wainwright by deed dated April 12, 1932, and recorded in the office of the Register (now Clerk) of the County of Westchester, in Liber 3320 of Deeds, page 288; running thence westerly in a straight line parallel with the said southwesterly boundary line of said other property of Ponrose Wainwright Condict to the high water mark of Milton Harbor; thence in a northerly direction along said high water mark of Milton Harbor to the northwesterly corner of the property conveyed by J. Mayhew Wainwright to Laura Wallace Wainwright by deed dated April 12, 1932, and recorded in the office of the Register (now Clerk) of the County of Westchester, in Liber 3320 of Deeds, Page 288; thence easterly along said northeasterly boundary line of said property conveyed to Laura Wallace Wainwright, 413 feet to the westerly side of Stuyvesant Avenue; thence southerly along the westerly side of Stuyvesant Avenue 283.20 feet more or less to the point or place of beginning.

TOGETHER with the appurtenances and the buildings thereon erected and all the estate and rights of Ponrose Wainwright Condict in and to the said premises and the riparian rights of Ponrose Wainwright Condict in the waters of Milton Harbor and all the right, title and interest of Ponrose Wainwright Condict of, in and to the waters and land under water in said Milton Harbor, opposite to and adjoining the said above described premises and also all the right, title and interest of Ponrose Wainwright Condict of, in and to Stuyvesant Avenue to the center line thereof opposite to and adjoining the premises hereinabove described.

The above-described premises hereby conveyed by the party of the first part being subject to restrictive covenants contained in Libers 756 at page 432 and 795 at page 248 and a right of way as granted by an instrument from James M. Tucker to James M. Field, dated September 1, 1870, recorded November 21, 1870 in Liber 756 at page 442.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

1801 100323

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

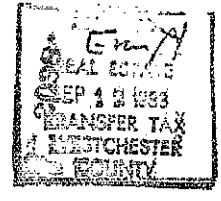
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF
ATTEST: *[Signature]*

E. D. CALDER TRUST OFFICER



Manufacturers Hanover Trust Company,
as executor of the will of
Fonrose Wainwright Condict, deceased

By: *[Signature]*
Helen M. Thome, Vice President

[Signature]
James W. Tyson, as executor of the
will of Fonrose Wainwright Condict,
deceased

LIBER 7861 PAGE 524

Massachusetts
STATE OF MIDDLESEX, COUNTY OF Middlesex
On the 5th day of July 19 83, before me
personally came
James W. Tyson

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
he executed the same.



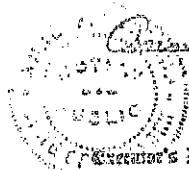
Lucy Adams Beebe
Notary Public
LUCY ADAMS BEEBE, Notary Public
My Commission Expires Jan. 30, 1987

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
he executed the same.

STATE OF NEW YORK, COUNTY OF NEW YORK
On the 19th day of July 19 83, before me
personally came Helen M. Thome
to me known, who, being by me duly sworn, did depose and
say that she resides at No. 1129 Hollywood R.P.
Hudson, N.Y. 07650
that she is a Vice President
of Manufacturers Hanover Trust Company
the corporation described

in and which executed the foregoing instrument; that she
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that she signed her name thereto by like order.



Anne P. McKenna
Notary Public
ANNE P. MCKENNA
Notary Public, State of New York
No. 4210122
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires March 30, 1985

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came

the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No.

that he knows

to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed his name as witness thereto.

Trust No.
Estate of Ponrose Wainwright
Condict

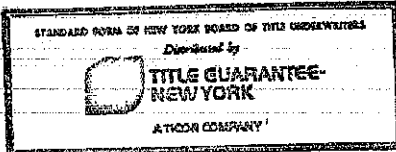
TO
Wainwright House, Inc.

SECTION 3
BLOCK 127
LOT 8A-2
COUNTY OR TOWN Westchester
TAX BILLING ADDRESS
Manufacturers Hanover Trust Company
600-Fifth Avenue
New York, New York 10020
Recorded At Request of the Title Guarantee Company

RETURN BY MAIL TO

Andrew C. Carlin, Esq.
Fusco & Carlin, P.C.
20 South Broadway
Yonkers, New York

Zip No.



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED
WESTCHESTER COUNTY CLERK
SEP 12 2 54 PM '83

51310

The foregoing instrument was submitted for record as follows:
The property affected by this instrument is situated in the
CITY OF RYE
County of Westchester, N. Y. A True copy of the original
DEED
recorded in the Division of Land Records of the County Clerk's
Office of Westchester County on SEPT. 12, 1983
at 2:54 PM in Liber 7861 Page 524 of Deeds.

Witness my hand and Official Seal
Andrew J. Stone
Andrew J. Stone
County Clerk

VENEZIANO & ASSOCIATES

COUNSELLORS-AT-LAW

84 BUSINESS PARK DRIVE
SUITE 200
ARMONK, NEW YORK 10504

TEL: (914) 273-1300

FAX: (914) 273-1303

August 6, 2021

Nicholas Everett, Planning Commission Chair
City of Rye
1051 Boston Post Road
Rye, NY 10580

Via Email Only: planning@ryeny.gov

Re: Wainwright House - Special Permit Opposition

Dear Chairperson Everett & Members of the Commission:

A. INTRODUCTION

Our firm represents a group of concerned neighbors that are directly and adversely impacted by the commercial activities on the Wainwright House, for which Wainwright House now seeks expanded, long-term, continued authorization via special permit. Those neighbors (Neighbors) are: Sasha and John Galantic - 230 Stuyvesant Avenue, Janet and Jim Kelly - 210 Stuyvesant Avenue, Mary Mundinger - 200 Stuyvesant Avenue, Ben and Jane Rosenstadt - 220 Stuyvesant Avenue, and Robert and Libby Alexander - 290 Stuyvesant Avenue.

~~We submit this letter in opposition to the issuance and/or renewal of a special permit which would allow for tented, amplified events at the property. We have previously submitted letters with exhibits on behalf of the Alexanders, and they are incorporated here by reference.~~

~~To be clear, the Neighbors oppose the issuance of a special permit for any length of time. But we wish it to be equally clear that the Neighbors do not oppose the stated mission of Wainwright House, a mission plainly enunciated by its founder, and still at the heart of its present mission. Wainwright may reasonably operate as a base for retreats, conferences and educational programming, as was always intended. What we oppose is the commercial expansion of its on-site uses in a manner *inconsistent* with its mission, and *inconsistent* with the religious use special permit under which it purports to operate.~~

B. GOOD FAITH BY THE NEIGHBORS

The Neighbors have been extremely proactive in seeking to assist Wainwright. The Neighbors made two proposals to Wainwright during good faith discussions over the past several months, which would supply Wainwright with the financial resources to carry out its mission, without holding these unlawful events.

One of those proposals offered regular contributions of the Neighbors to Wainwright, and even offered to allow a gradual "ramp-down" of the number of amplified, tented events from their desired number in the current year to none, over a three period.

The other proposal was to purchase the Fonwright property surrounding the Wainwright House at fair market value, thus infusing significant cash into their operation for them to continue operating. Under that proposal, we would transfer the property to Westchester Land Trust for conservation. The proceeds of this sale could then be used by Wainwright for purposes aligned with their mission.

VENEZIANO & ASSOCIATES
 Nicholas Everett, Planning Commission Chair

August 6, 2021

Page | 2

We have had multiple follow up conversations with the Wainwright Board which have also included representatives from Westchester Land Trust. During our last conversation, Wainwright announced their plans to use some of the proceeds of such a sale to expand the mansion, to which we voiced some concerns. They asked that we give them the opportunity to show us the architectural renderings of such an expansion. We agreed to wait to see those renderings. Then, instead of producing those renderings, and despite our continued good faith, they notified us they would seek to be on the Planning Board agenda as soon as possible, and seek a three year special permit.

C. REOPENING THE PUBLIC HEARING

The Neighbors are seeking to provide Wainwright with a solution to its present fiscal dilemma. They held off further developing a record in opposition before this Commission in the expectation that Wainwright was also carrying on these discussions with its Neighbors in good faith. However, if Wainwright intends to press this Commission for an approval, the Commission and the public ought to be fully apprised of the alternatives Wainwright has available to it, and Wainwright's plans for further expansion. Similarly, the Neighbors should have an opportunity to participate in the further development of the record in that regard. before a decision is rendered.

For that reason the public hearing on this matter should be reopened.

D. SUMMARY OF LEGAL ARGUMENTS AGAINST APPROVAL

The starting point for consideration of this application is to recognize that Wainwright's present and proposed operation is not permitted as-of-right in the current Residential zone. Therefore, it can only be lawfully operated or expanded without a use variance is if it qualifies under a special permit. It does not.

1. Wainwright is not a Religious Use. Wainwright can only operate expanded, non-residential uses lawfully under Article VIII of the Rye City Code, Uses Permitted Subject to Additional Standards and Requirements, (4), Expansion of Welfare Uses. The Code in that section identifies religious uses as among such "welfare uses." If Wainwright is not a religious use, this special permit cannot be granted. It is frankly highly doubtful that Wainwright was ever a religious use. But it is certainly not a religious use today.

Further, as is also seen in the Table at 197-86, there are only two religious categories into which Wainwright House could fall: (1) a religious headquarters [sub-section 10], or (2) a place of worship [sub-section 12].

The "religious headquarters" categorization requires a parcel size of at least 20 acres. Wainwright House cannot qualify.

The "religious uses" categorization expressly incorporates the practice of religious *worship* at the location. As noted above, Wainwright seems to make a point of being an "irreligious" use, except and until it needs to shoehorn the religious use into an approval.

Tellingly, Wainwright has never advanced any factual argument for the consistency of its proposed uses with the religious special use permit under which the City Attorney has confirmed they are operating (March 30, 2021). In the context of this Commission's legal standard of review in considering this application, it would be characterized as a lack of substantial evidence in the record supporting the issuance of the special permit.

Wainwright's record consists essentially of some public sentiment on their side and a description of proposed uses which they argue is consistent with previously issued special permits. They do not engage meaningfully in the discussion of whether they continue to be the religious use under which the special permit has traditionally been granted, or whether the neighborhood circumstances and character have changed to become more or less consistent with the proposed uses.

When Fonrose Wainwright Condict petitioned the City in a letter dated May 8th, 1951 she said:

VENEZIANO & ASSOCIATES
 Nicholas Everett, Planning Commission Chair

August 6, 2021

Page | 3

"Your petitioner, Fonrose Wainwright Condict, is considering giving said premises...to ... the "Lavman's Movement," to be used by it as a home where men may meet to consider and strive to carry out the purpose of the Lavmen's Movement...

This home is not to be used as a church, but it will be used as a place of worship from time to time. [It] will be used by much smaller groups of people than would a parish house....running from 10 to 20 persons.

There will be no outward appearance of its being used for any purpose substantially different from the uses for which a private house ...might be expected to be used. (emphasis added).

The City granted approval on May 8th, 1951 with conditions:

"The approval of this Commission for the granting of a permit for the use of said premises, as herein described, relates only to this use of said premises by the applicants herein..." (emphasis added).

As can be readily apprehended, neither the original application for land use entitlements, nor the approval first granted, conceived of a religious institution which would become a host site for any large commercial event that sought to book it.

Today, Wainwright's self-professed mission seems almost to emphasize its non-denominational, broad and secular thrust. Upon a visit to their website at <https://www.wainwright.org/a-mansion-with-a-mission>, one can read this current statement of Wainwright's purpose:

"For almost 70 years, Wainwright House has been the site of hundreds of conferences, meetings and classes in a variety of disciplines...

"Upon her death in 1983, Fonrose Wainwright Condict donated the Wainwright House to be used for the continuation of her mission. At the time, it was known as the Wainwright House Center for the Development of Human Potential.

Today, Wainwright House plays host to a variety of social and corporate events... The facilities include three buildings with meeting rooms, dining rooms, a meditation room, library, and solarium, as well as ...lodging for programs and retreats. ...Wainwright House is proud to be the oldest non-profit, non-sectarian holistic learning center in the United States." (emphasis added).

These are their own words. It is evident that, while Wainwright may have been inspired by an interest in preserving Christian moral virtues and temperance, those characteristics were focused not on religious exercise, but on building such moral character in the workplace, ie., the secular sphere. Into the present day, at best it might be characterized as an educational and conference center.

This morphing of the activities proposed on the site over time is precisely why special permits have time limits and renewal requirements; circumstances change. Wainwright was never a religious use, and is even less so now.

No special permit for these proposed events is available to Wainwright under the law and the Planning Board does not have the authority to grant it.

2. Even if Wainwright was a Religious Use, the Proposed Events Have no Relation to Religious Exercise. The next level of inquiry likewise weighs against approval. Even if the privileges of a religious use are granted, the use proposed is not related to the religious use to warrant the preferred.

While religious uses are entitled to some accommodations (see *Matter of Genesis Assembly of God v Davies*, 208 AD2d 627, 628, 617 N.Y.S.2d 202 [2nd Dept 1994]), a religious institution is not exempt from local zoning laws and the zoning application process (see *Town of Mount Pleasant v Legion of Christ, Inc.*, 21 AD3d 368, 369, 800 N.Y.S.2d 34 [2d Dept 2005]).

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The tented, amplified events proposed by Wainwright have absolutely no fundamental religious component or requirement to them. They are simply commercial party bookings. An event could be booked which had a religious component incorporated, such as a wedding ceremony, but that would be purely coincidental, and would by no means be a prerequisite to booking the property for the event.

3. Approval of the Special Permit Circumvents the Zoning Code. It should be remembered that Wainwright's initial efforts to legalize these non-religious, tented and amplified events, belie their own knowledge that they are seeking to operate outside the permitted uses in the Code. Their first approach was to seek a zone change from the City Council; *Wainwright knows it is operating outside the lawful limits of the Code.*

The City Council did not entertain the petition. This failed attempt not only shows that Wainwright knows itself to be operating outside of the law, but it also undermines its argument before the City Council and this Commission that nearby uses such as social and recreational clubs are no more intense uses than they now propose. This "argument" ignores the fundamental fact that those clubs are in zoning districts where such uses are expressly allowed. In addition those clubs, such as the Shenorock Shore Club and Covaleigh are substantially larger than the Wainwright parcel, a fact which is easily verified by your Assessor. Residents bought houses relying upon the known proximity and intensity of existing club uses on parcels zoned and sized for that purpose.

Further, over the last 25 years, the City of Rye has authorized development of a number of residential mansions, ranging in price from \$1 million-\$10 million, within 3 miles of this site. This area of Rye is increasingly defined by high end, exclusive residential living. These facts make all of the commercialization of the Wainwright house more inconsistent with the character of the area.

Finally, even under the ordinary standards applicable to any special permit, set forth at §197-10, Wainwright fails at least the test under subsection (1) therein: "The proposed use will be appropriate in the proposed location and will have no material adverse effect on existing or prospective conforming development, and the proposed site is adequate in size for the use." (emphasis added) All of the evidence submitted in this letter and in previous submissions reflect that Wainwright cannot meet this standard.

For these and other reasons, the City Council did not choose to change Wainwright House's zoning designation. This Commission cannot, and should not, usurp the Legislative prerogative by granting a special permit as an "end-run" around the Zoning Code.

4. The Religious Land Use & Institutionalized Persons Act (RLUIPA) Does Not Compel issuance of the Special Permit. Under RLUIPA, municipalities are required to relax land use restrictions for religious uses, in order to prevent undue interference by the state in the freedom of religious expression. RLUIPA sets forth a three-step inquiry with respect to any challenged restriction on religious practice in state prisons: 1) Does the restriction substantially burden religious activity? 2) If so, are the government's reasons for imposing this restriction compelling? and 3) Even if the government's reasons are compelling, is the action taken the least restrictive means of achieving those ends? 42 U.S.C. § 2000cc(a)(1). In the instant case, Wainwright can't even meet the first prong of the test; no imposition on religious exercise will ensue if this permit is denied.

E. CONCLUSION

In closing, Wainwright house has continued to advise the city of Rye that it cannot continue without the special permit. This is not true. The Neighbors have offered multiple solutions which would allow them to continue. They persist, instead, in asking the City of Rye and its residents to ignore its own zoning Code and the strenuous objections of its neighbors in order to help it subsidize its failing enterprise. They tried the RowAmerica zoning amendment. They tried casting their clearly non-religious use as a citywide community center. They refuse to accept the good faith assistance of their Neighbors, and now turn to the Planning Commission to continue an unlawful and expanded use as a special permit.

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My client still believes that it provides the solution to the current financial problems. They, as a group, have absorbed the inconveniences of these weddings and tented events. They have proffered raising money and assisting Wainwright house. At some point, Wainwright should not continue to be allowed to frustrate the purpose of the Zoning Code with illegal uses simply because many people share a sentiment that Wainwright does laudable work.

For the foregoing reasons, the Neighbors respectfully request that the Planning Commission: 1) reopen the public hearing, 2) deny the special permit requested. The Neighbors will pursue any and all legal and equitable relief which is available to them.

Very truly yours,

VENEZIANO & ASSOCIATES

By: //SS//
Joseph P. Eriole, Esq., Of Counsel

Miller, Christian K.

From: Joe Eriole <eriolesq@gmail.com>
Sent: Tuesday, March 23, 2021 12:06 PM
To: Miller, Christian K.
Cc: Wilson, Kristen K.; Miller, Christian K.; Usry, Greg G.; Anthony Veneziano
Subject: Opposition to Wainwright Renewal Application
Attachments: Special_Permit_Opposition_Letter.docx.pdf; ATT
Alexander_-_Referral_Opposition_LetterV3.docx.pdf

Please see the attached on behalf of our clients, Robert and Libby Alexander.

Joseph P. Eriole, Esq., of Counsel

Veneziano & Associates

Admitted to Practice in:

NY, CT, & the Federal Courts

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VENEZIANO & ASSOCIATES

COUNSELLORS-AT-LAW

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March 23, 2021

Nicholas Everett, Chair
City of Rye Planning Commission
1051 Boston Post Road
Rye, NY 10580

Via Email Only: planning@ryeny.gov

Re: Wainwright House Application to Renew and Expand Special Permit etc al.

Dear Chairperson Everett & Members of the Commission:

I write on behalf of Robert and Libby Alexander, the owners of 290 and 300 Stuyvesant Avenue in the City of Rye. Their property abuts property owned by the Wainwright House ("Wainwright"). Wainwright House has made an application for the renewal and expansion of their special permit (the "Application"), which is set to expire in October, 2021. This letter is submitted in opposition to the renewal of the special permit in any capacity.

We note that on February 15, 2021, we submitted a letter in opposition to the referral of Milton Harbor Association's ("MHA") application to amend the Zoning Code to accommodate greatly expanded use of the subject property. In that letter, our client and this firm anticipated the likely effort to renew the special permit by which commercial-level on-site catering and party rentals are allowed on the property.

The arguments advanced in that letter set forth that among the reasons the zoning petition should have been rejected were the lack of nexus between the present operation and the religious use special permit under which it now operates, and the greatly changed circumstances which prevail today in comparison with the facts which were present when these uses were first established. Notwithstanding Applicant's footnoted objections to those arguments, they remain valid in opposition to the renewal of the special permit, and rather than simply restate them here, the letter is attached. We ask that it be considered a part of this submission and made a part of this new record.

Despite their protestations, careful reading of the Applicant's letter and the operation of the site continue to make the point that the wedding and event revenue is the only goal of this special permit; the connection of that revenue stream to its stated religious and philanthropic purposes grows more and more tenuous every year, if it ever was secure. We have not said, as Applicants suggest, that no faith-driven organization may "pay its bills" through event revenue unrelated to those purposes. We argued instead that its faith mission is illusory, and the impacts of this outsized

commercial use is not appropriate in scope and intensity. The desperate need for the revenue should not act as to legalize an otherwise legally invalid use.

As my client stated in the attached letter, and to the Wainwright Board directly, they would like to assist the Wainwright House in meeting its budgetary challenges, and actually offered to buy the adjacent building lot at market value.

There are several additional points in the event the Planning Commission has a desire to pursue this matter:

1. The Applicant failed to seek its renewal in a timely fashion under the prior approval resolution. The Applicant seeks to have the Commission ignore this because an application was made by another entity (MHA), to do things which would only be permitted if the legislative body of the City amended the Code by taking a legislative action which by law it could not even be compelled to hear. Wainwright now suggests that the success of that application was so presumptively likely that they need not have concerned themselves with renewing a special permit that would allow them to generate the income needed to survive. This reasoning ignores the fact that the consideration of such amendments, had they gone forward, might have taken many months or even more than a year to approve. The reason the former resolution if approval imposed this condition is in recognition of the fact that the special permit requires careful analysis for impacts and circumstances well in advance of a lapse. On the grounds of this untimely application, we submit the application should be denied.
2. ~~The sparse number of residences which made these commercial uses seem more palatable when the Wainwright House first established itself nearly a century ago, and again when it argued for express permission to expand its use in 1951, no longer represents reality in 2021. As the level of opposition to these applications amply shows, the circumstances have changed even as it relates to the mere continuation of the present use and intensity. There is no lawful justification in the Applicant's submission, nor do we expect any could be given, for increasing the intensity and number of uses. We oppose the increase in weddings from 10 to 15 and do not consent to the first wedding. It is the same for the for four weddings which would have a cultural or community bent. Whether private and inaccessible, or community-oriented, it is simply not in touch with the residential character of this portion of the City. Had the Council approved the community use that was proposed by the Zoning Petition, there would have been an expression of a vision for the neighborhood which included this intensity of use. But it was not approved, nor did it advance past submission. An expanded special permit should not now express what the City Council has not.~~
3. The fact that in 2011 and 2016, the special permit process authorized this type of activity is not a blank check for renewal, and no precedent at all for expansion. If that we're the case, no renewal would be required. The Applicant is required to come before this Commission precisely in recognition of the fact that circumstances change. In reality, these events have been an unmitigated failure from the point of my clients and this important neighborhood in Rye.

March 23, 2021

VENEZIANO & ASSOCIATES

Nicholas Everett, Planning Commission Chair

4. The argument that such events are held by clubs nearby, which are in zones where they are permitted, is, at best, a supporting argument for a zoning change, not for a discretionary special permit.

We will provide more details regarding the potential environmental impacts of this proposal, such as updated wetlands mapping, and traffic studies etc. We ask that no action be taken on the application until an opportunity has been given to the opposition to review, with expert analysis, the Applicant's submissions to date. Thank you for your time.

Very truly yours,

VENEZIANO & ASSOCIATES

By: --SS--

Anthony F. Veneziano, Jr., Esq.

cc: Kristen Wilson, Esq., Corporation Counsel

Via email only: law@ryeny.gov

Christian K. Miller, City Planner

Via email only: cmiller@ryeny.gov

Greg Usry, City Manager

Via email only: gusry@ryeny.gov

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February 15, 2021

Kristen Wilson, Esq.
Corporation Counsel, City of Rye
1051 Boston Post Road
Rye, NY 10580

Via Email Only: law@ryeny.gov

Re: Current & Pending Status of Wainwright House

Dear Ms. Wilson:

I write on behalf of Robert and Libby Alexander, the owners of 290 and 300 Stuyvesant Avenue in the City of Rye. Their property abuts property owned by the Wainwright House ("Wainwright"). Milton Harbor Foundation recently made an application for a zone text amendment (the "Application") which would have permitted significantly greater intensity of use and impacts on the Wainwright property, the waterfront, and neighbors such as the Alexanders. The City Council tabled that application at its last meeting. The next day, Wainwright submitted a letter to the Council dated February 4, imploring the Council to refer the application to the Planning Commission.

This letter is submitted in opposition to the referral requested in Wainwright's February 4, 2021 letter.

It is further submitted to evidence our opposition to (i) the City granting Wainwright further extensions of any current special permit (including, but not necessarily limited to, a special permit allowing for the erection of tents for a certain number of events each year, referred to herein as it's "Express Special Permit"), (ii) any presumed special permit use pursuant to which Wainwright

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may claim to be operating by operation of law or history of such use, and (iii) any expansion of such special permit(s).¹

Before Wainwright received its current, Express Special Permit, it was operating in excess of 30 large events at this site. The Express Special Permit, five years in term, was conceived as a means of regulating and limiting this otherwise obnoxious commercial use in a residential zone. Bringing the number of events from 30 down to 10 seemed reasonable, and gave the appearance of some control. There were numerous comments in opposition leveled against the noise and music and traffic. It was, in essence, an effort by the City to be responsive to almost uniform opposition to the use while not entirely shutting down Wainwright's catering business. The effort, in retrospect, has failed, and the precedent does not support the continuation of the experiment.

The only argument underpinning the commercial activity on the site is related to Wainwright's "quasi-religious" status. The argument for this status is tenuous, especially as Wainwright's own mission statement is careful to identify its purposes as "non-sectarian." But, even if the privileges of a religious use are granted, such a designation is not meant to be a doorway to unfettered commercial exploitation of property in otherwise residential areas ill-suited to such intensity. As you are aware, there is substantial case law as to the extent to which allowing such ancillary commercial use and expansion is proper based on the record.

Moreover, even where otherwise unpermitted uses might be considered acceptable in connection with religious uses, there ought to be some connection between the "religious" use and the commercial activity. In other words, wedding festivities and other catered events at religious properties typically have a connection through membership or at least a shared desire to participate in the institution's traditions. The events bear some relation to the mission and purpose of the religious facility, or arise from some affiliation of the participants with it.

In the case of Wainwright, the "event" concept bears no relation to its claimed religious exemption. Wainwright may have been operating under a religious use umbrella for quite some time (save a short respite in 2010), but even when the event in question is a wedding, the ceremony itself may be the only religiously-influenced aspect of the event, and that would be true only if the participants "imported" their own religious celebrant to do the honors. The "unaffiliated" Wainwright House would neither impose nor participate in any such religious overtone to that single aspect of the

¹ The reason for this somewhat strained recitation of the nature of special permits under which Wainwright presently operates is that our research of the record in this matter is not clear as to which aspects of Wainwright's present operations are operated under the auspices of formal, operable, resolutions of approval of special permits, which are presumed to be lawful because they have been considered consistent with special permit activities within the zone, and which, frankly have never been assessed or analyzed at all. This being the case, we wish it to be clear that we object to the continuation, renewal, or approval of any use consistent with the commercial activity at the site, and ask that, in connection with the City's consideration of Wainwright's referral request and our opposition, the City conduct a review of its records of approval for the site as well as the true nature and intensity of use of the site by Wainwright.

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affair. But the "event" is simply a commercial booking motivated by a waterfront setting at a historic mansion. Wainwright, in other words, is a commercial event venture, notwithstanding any not-for-profit mission it may claim.

Wainwright might be able to prevail in a challenge of its right to protection as a religious use, but the intensity of commercial use complained of has no connection to those uses, and not every use, even for a religious facility, is entitled to such expansive protection. Wainwright's full-on recreational uses, dance, exercise and gym classes, etc., like its blatantly commercial catering business, should not have the cover of a religious use.

The city tax assessor once raised this point, and upon challenge by the Wainwright house, it was overturned. But that point will be raised again at this time if Wainwright seeks to continue its present operations. We believe more recent case law draws these lines with greater clarity.

The prior approvals, and the record supporting them, give evidence of the City's concerns regarding these applications. The argument which prevailed and led to the existing special permit was that by bringing the number of events down to 10, the commercial use of these properties would be more consistent with the quiet residential character and ambience of the area. Recent history has shown that there is no "magic number" at which the commercial use makes sense. The experience of the past five years has provided evidence of changed circumstances warranting non-renewal of the special permit.

But it should also be noted that even as far back as 1951, when Wainwright first petitioned the City to expand its events offering on site, *even Wainwright* recognized that many of the limiting parameters set forth herein ought to be taken into consideration in any approval.

When Fonrose Wainwright Condict petitioned the City in a letter dated May 8th, 1951 she said:

Your petitioner, Fonrose Wainwright Condict, is considering giving said premises... to or in trust for ... the "Layman's Movement," to be used by it as a home where men may meet to consider and strive to carry out the purpose of the Laymen's Movement...

This home is *not to be used as a church*, but it will be used as a place of worship *from time to time*. Its use will approach that of a *parish house* but *ordinarily it will be used by much smaller groups of people than would a parish house*.

In general, the groups meeting at Wainwright house will be comparably small running from 10 to 20 persons.

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Very occasionally meetings of larger groups may be arranged but it is the opinion of the Layman's Movement that its purpose may be best accomplished by meetings of small groups. It is believed therefore that the use of these premises by any large number of people will only take place occasionally.

It is believed that its use by the Layman's Movement would have no material adverse effect on existing or perspective [*sic*] residential development. The house is surrounded by spacious grounds and is well removed from other residences and we believe that there will be no outward appearance of its being used for any purpose substantially different from the uses for which a private house of this character might be expected to be used. (*emphasis added*).

The city granted approval on May 8th, 1951, with conditions (letter attached):

The approval of this Commission for the granting of a permit for the use of said premises, as herein described, relates only to this use of said premises by the applicants herein and that any discontinuance of said use or the purpose or purposes described in the application of the petitioners shall immediately be a cause of the cancelation and discontinuance of any permit issued hereunder for the use thereof. (*emphasis added*).

~~At the very least, then, a detailed review of the expansive uses and intensities of those uses is necessary. Those uses have grown over time, and any use not plainly authorized by the presently active Express Special Permit, must be identified and deemed unauthorized. Since 1951, law, facts and intervening approvals impact the legal analysis to be undertaken. But the statements, now more than a half-century old, remain instructive for another reason as well: they reveal that the mission of the Wainwright House has always been distinctly non-sectarian, and that even in its own, unbiased view of that mission, the sort of ancillary events to be held there should be less intensive than that of a "parish house." Wainwright is trying to vastly expand its event platform, not to serve its mission, but to subsidize it, and they seek to do so with an unrelated, purely commercial use. We submit that these statements of its mission and original intent, which are echoed in its present online profiles, remain integral to a proper analysis of any renewed special permit.~~

It is our position that if any relief for the holding of weddings or other events is to be granted at all, it should be on an event-by-event basis, allowing for event-specific controls and oversight to

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be in place. We take no position at this time as to whether, under the present Code, such single event permitting could be undertaken, but exploration of this possibility seems more appropriate and legally sanctionable than standardizing a plainly commercial activity within this residential zone.

The recent mobilization of a massive, well-organized group of interested homeowners in opposition to the ROW America/Wainwright Application will be activated again in opposition to Wainwright's pursuit of continuation of its present special permit entitlements. Given that, upon information and belief, its Express Special Permit related to tents, etc. expires in October 2021, it's reasonable to anticipate that the Wainwright house will be in for a special permit renewal soon.

We wanted the City to be aware of our continued staunch opposition to either expansion or continuation of the commercial activities on the site. We also reiterate our opposition to the request to refer the Application to the Planning Commission.

Lastly, we would like the City to know that we would welcome a conversation or meeting with Wainwright house prior to their further pursuit of any pending or future application, to discuss how Wainwright might continue its core mission at the site in compliance with law and Code.

Very truly yours,

VENEZIANO & ASSOCIATES

By: 

Anthony F. Veneziano, Jr., Esq.

cc: Christian K. Miller, City Planer

Via email only: cmiller@ryeny.gov