



38 West Market Street  
Rhinebeck, New York 12572  
Office: (914) 712-0000  
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March 3, 2022

VIA UPS COURIER

Village of Mamaroneck  
Village Hall at the Regatta  
123 Mamaroneck Avenue  
Mamaroneck, New York 10543  
Attention: Jerry Barberio, Village Manager

Re: Application For Recertification Of Special Use Permit

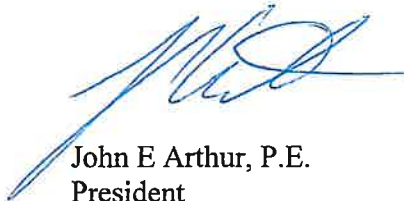
Dear Mr. Barberio:

Please find the Application for Recertification of Special Use Permit for the Cell Tower located at:

Fenimore Road @ I-95 -18A Ramp  
Mamaroneck, NY 10543

If you have any questions, feel free to contact me at (914) 721-0000, extension 103, on my cell at (914) 216-4087 or by email at [arthur@wirelessedge.com](mailto:arthur@wirelessedge.com). On behalf of the Wireless EDGE team, we appreciate the opportunity to work with you and Village of Mamaroneck and we look forward to a successful relationship.

Very truly yours,



John E Arthur, P.E.  
President



**VILLAGE OF MAMARONECK  
BOARD OF TRUSTEES**

**APPLICATION FOR RECERTIFICATION  
OF  
SPECIAL USE PERMIT**

Date: March 3, 2022

To: BOARD OF TRUSTEES - VILLAGE OF MAMARONECK  
Village Hall at the Regatta  
123 Mamaroneck Avenue  
Mamaroneck, New York 10543

We, Wireless *EDGE* Westchester Group LLC (the “Applicant”), having an address at 38 West Market Street, Rhinebeck, New York 12572 hereby apply to the Board of Trustees for Recertification of a Special Use Permit regarding certain Village-owned property located on Fenimore Road between Fayette Avenue and the New York State Thruway, bearing Tax Map Number: Section 8, Block 85, Lots 13B to 24A (the “Property”).

1. This application is for a Special Use Permit to construct and operate a multiple carrier wireless telecommunications facility to be constructed at the Property (the “Facility”).

2. This application responds to each of the requirements as set forth in Local Law 1-2002, Chapter 342 Article XVII, Section 129 of the Code of the Village of Mamaroneck (the “Code”). The applicable sections of the Code are as follows:

*§342-129 (1): The name of the holder of the special use permit for the wireless telecommunications facility.*

Wireless *EDGE* Westchester Group LLC  
38 West Market Street  
Rhinebeck, New York 12572

*§342-129 (2): If applicable, the number or title of the special use permit.*

Special Use Permit – Wireless Telecommunications Facility on Fenimore Road

*§342-129 (3): The date of the original granting of the special use permit.*

March 3, 2022

*§342-129 (4): Whether the wireless telecommunications facility has been moved, relocated, rebuilt, repaired or otherwise modified since the issuance of the special use permit.*

There has been no change to the base Facility Since the original installation, minor repairs have been made to address a collapse of the Village salt shed.

Three wireless carriers have co-located on the Facility, each pursuant to its own building permits issued by the Village of Mamaroneck Building Department.

*§342-129 (5): If the wireless telecommunications facility has been moved, relocated, rebuilt, repaired or otherwise modified, then whether the appropriate Board approved such action, the terms and conditions of such approval and a certification that the holder of the special permit is in compliance with all terms and conditions of the approval.*

The Facility and all co-locations, including modifications (equipment upgrades) are in compliance with the Special Use Permit.

*§342-129 (6): Any requests for waivers or relief of any kind whatsoever from the requirements of this article and any requirements for a special use permit.*

None requested.

*§342-129 (7): That the wireless telecommunications facility is in compliance with the special use permit and in compliance with all applicable codes, laws, rules and regulations.*

The wireless telecommunications facility is in compliance with the Special Use Permit and in compliance with all applicable codes, laws, rules and regulations.

**I HEREBY CERTIFY THAT ALL STATEMENTS MADE ON THIS APPLICATION ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Wireless *EDGE* Westchester Group LLC

By: 

John E Arthur, P.E.  
Managing Member

**FIRST AMENDMENT TO  
WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT** (this "Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between and The Village of Mamaroneck ("Landlord") and Wireless *EDGE* Westchester Group LLC ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant have previously entered into that certain Wireless Telecommunications Facility Lease Agreement dated as of February 17, 2006 (the "Lease") pursuant to which Landlord has leased to Tenant a portion of the property located at Fenimore Road, Village of Mamaroneck, County of Westchester, New York, as more particularly described therein (the "Premises"), for a lease term with a Commencement Date of September 1, 2006; and

**WHEREAS**, the parties have agreed to modify the Lease upon the terms, conditions and provisions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.     Definitions.

All defined terms used in this Amendment, unless otherwise defined herein, shall have the respective meanings ascribed thereto under the Lease.

2.     Term.

Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:

- (a) The Initial Term of the Lease shall be five (5) years (the "Initial Term"), commencing on September 1, 2006 ("Commencement Date"). Tenant shall have the right to extend this Lease for eleven (11) renewal terms of five (5) years each (each a "Renewal Term"; the Initial Term and the Renewal Terms are hereinafter referred to, collectively, as the "Lease Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein.
- (b) If Tenant elects not to exercise Tenant's right to renew the Term or any Renewal Term,

as the case may be, Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the then current term. Unless Tenant notifies Landlord, in writing, of its intention not to exercise a Renewal Term, such Renewal Term shall be deemed automatically exercised and this Lease shall continue pursuant to the terms hereof.

- (c) If Tenant remains in possession of the Premises at the expiration of the Lease Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

3. Notices.

Paragraph 12 of the Lease is hereby amended to provide that any notice, request, demand or other communication sent to Tenant, shall be sent to the following addresses:

if to Tenant:                Wireless Edge Westchester Group LLC  
                                    PO Box 63  
                                    Rhinebeck, NY 12572  
                                    Attn: John E. Arthur

with a copy to:            Corrigan, Baker & Levine, LLC  
                                    140 Grand Street, 8<sup>th</sup> Floor  
                                    White Plains, NY 10601  
                                    Attn: Robert J. Levine, Esq.

4. Binding Effect.

This Amendment shall not be binding upon or enforceable against Landlord unless and until Landlord shall have executed and unconditionally delivered to Tenant an executed counterpart of this Amendment. The provisions of this Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

5. Amendments.

Except as modified and amended by this Amendment, all of the terms, covenants and conditions of the Lease are hereby ratified and confirmed and shall continue to be and remain in full force and effect throughout the remainder of the term thereof. No further changes to the Lease or this Amendment may be made except by written agreement signed by the parties. In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

8. Successors and Assigns.

The provisions of this Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

10. Governing Law.

This Amendment and the rights and obligations of the undersigned parties shall be governed by and construed according to the laws of the State of New York, as such laws are applied to agreements entered into and to be performed entirely within New York between New York residents. The undersigned hereby irrevocably submit to the exclusive jurisdiction and venue of any New York State or Federal Court located in the State of New York, County of Westchester over any action or proceeding arising out of any dispute between the undersigned. The party's consent to the personal jurisdiction and venue of such courts and further consent that any process, notice of motion or other application to either such court or a judge thereof may be served outside the State of New York by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed. Each party waives all objections based on lack of jurisdiction, or improper or inconvenient venue.

11. Counterparts/Electronic Transmission.

This Amendment may be executed in any number of counterparts, any of which may be executed and transmitted by email, facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Authority.

Each of the parties hereto represents and warrants to the other that the person executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such party's behalf and that no consent from any other person or entity, including but not limited to the holder of any mortgage, is necessary as a condition precedent to the legal effect of this Amendment.

**[ Signature page following page]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

The Village of Mamaroneck

Wireless *EDGE* Westchester Group LLC  
By: Wireless *EDGE* Communications LLC

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

Its: \_\_\_\_\_

\_\_\_\_\_  
By: John Arthur

Title: Managing Member

[Signature page to First Amendment to Lease]