

## CITY OF RYE

### NOTICE

There will be a regular meeting of the City Council of the City of Rye on Wednesday, August 3, 2016, at 7:30 p.m. in Council Chambers at City Hall. *The Council will convene at 6:30 p.m. and it is expected they will adjourn into Executive Session at 6:31 p.m. to discuss attorney client matters and the retention of counsel in connection with the Crown Castle matter.*

### AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Draft unapproved minutes of the regular meeting of the City Council held July 13, 2016.
5. Issues Update/Old Business.
6. Authorization for the City Manager to enter into an agreement with legal counsel, and an engineering firm engaged by such counsel, to assist the City in the Crown Castle matter regarding wireless telecommunications.  
Roll Call.
7. Continuation of the Public Hearing regarding the request submitted by Crown Castle to amend their agreement with the City and for the installation of additional locations to their existing wireless telecommunications located in the City of Rye.
8. Continuation of the Public Hearing to amend local law Article 21, "Financial Procedures", Section §C21-9, "Bond Resolutions", of the Charter of the Rye City Code, to eliminate the City's discretionary debt limit.
9. Consideration to set a Public Hearing regarding a request from Mr. and Mrs. Kenneth Mealey to remove a portion of Richard Place at the location of 19 Richard Place from the City's Official Map.
10. Residents may be heard on matters for Council consideration that do not appear on the agenda.
11. Authorization for the City Manager to engage Arnold & Porter, LLP to represent the City in an Article 78 proceeding against Westchester County regarding Rye Playland.  
Roll Call.
12. Resolution to appropriate \$670,000 of the Golf Club Fund's Unreserved Fund Balance for three major capital projects at the Rye Golf Club.  
Roll Call.

13. Resolution to appropriate \$35,000 of the Police Department's 1033 account and transfer to the Building and Vehicle Fund for the purchase of an unmarked vehicle for traffic enforcement.  
Roll Call.
14. Resolution to amend the Boat Basin Commission procedures regarding voting procedures and the term of Commission members.
15. Consideration of request to amend local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-19, "No parking any time", to prohibit parking on the east side of Hewlett Avenue and the north side of Osborn Road.
16. Bid Award for the Police Crossing Guard contract (Contract #2016-13).  
Roll Call.
17. Bid Award for the Rye Golf Club Tree Removal contract (Contract #2016-02).  
Roll Call.
18. Consideration of Bid for the Rye Golf Club Greens Expansion and Practice area project (Contract #2016-06).  
Roll Call.
19. Adoption of the 2016/2017 tax levy and tax rate for the Rye Neck Union Free School District.  
Roll Call.
20. Miscellaneous communications and reports.
21. New Business.
22. Adjournment.

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The next regular meeting of the City Council will be held on Wednesday, September 14, 2016 at 7:30 p.m.

\*\* City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at [www.ryeny.gov](http://www.ryeny.gov) under "RyeTV Live".

\* Office Hours of the Mayor by appointment by emailing [jsack@ryeny.gov](mailto:jsack@ryeny.gov) or contacting the City Manager's Office at (914) 967-7404.



# CITY COUNCIL AGENDA

NO. 4

DEPT.: City Clerk

DATE: August 3, 2016

CONTACT: Carolyn D'Andrea, City Clerk

**AGENDA ITEM** Draft unapproved minutes of the regular meeting of the City Council held July 13, 2016.

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council approve the draft minutes.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Approve the minutes of the Regular Meeting of the City Council held July 13, 2016, as attached.

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of Rye  
held in City Hall on July 13, 2016 at 7:30 P.M.

PRESENT:

JOSEPH A. SACK Mayor  
KIRSTIN BUCCI  
EMILY HURD  
JULIE KILLIAN  
RICHARD MECCA  
TERRENCE McCARTNEY  
Councilmembers

ABSENT: DANIELLE TAGGER-EPSTEIN, Councilmember

The Council convened at 6:30 P.M. Councilman Mecca made a motion, seconded by Councilman McCartney and unanimously carried to immediately adjourn into Executive Session to discuss litigation and personnel matters. Councilman Mecca made a motion, seconded by Councilman McCartney and unanimously carried, to adjourn the Executive Session at 7:40 P.M. The regular meeting convened at 7:46 P.M.

1. Pledge of Allegiance.

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

2. Roll Call.

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

3. Recognition of the Rye City School District Boys High School Rugby Team.

Mayor Sack and the Council recognized the Rye City School District Boys High School Rugby Team for their recent successes winning the New York State Division 2 Championship.

Coach Jim O'Hara addressed the Council. He discussed the championship weekend, the successes of the team, and their hard work to win the championship. He thanked the community for their support, which he felt brought the team to its success. He stated it was a privilege to coach the team.

The Mayor presented a proclamation to the High School Rugby Team for their hard work, dedication and success.

4. General Announcements.

Mayor Sack asked that the community keep the Trainor and Thomas families in its thoughts who recently suffered an accident. He wished them a continued and speedy recovery. Mayor Sack also announced that on July 20, 2016 at 6:00 P.M. there will be a rededication ceremony at Rye Recreation for the remembrance of the Israeli victims of the 1972 Olympics in Munich. Mayor Sack thanked the Recreation Department under the supervision of Sally Rogol, who refurbished the plantings for this important memorial. The rededication ceremony will host some speakers and everyone is welcome to attend.

Mayor Sack further announced that on July 20, 2016 at 7:00 P.M. there will be a community opioid overdose training session at the Damiano Recreation Center hosted by Westchester County. Councilwoman Killian stated that this event will train individuals on utilizing Narcan in the case of an opioid overdose. Interested parties may register at the Westchester County website.

Mayor Sack announced that the City of Rye has a new building inspector. He congratulated Kerry Lenihan on the position and looks forward to working with him in this new capacity.

Councilman McCartney addressed the community and announced that Recreation has an assortment of programs for interested families this summer. There will be some one-week specialty camps offered in August and encouraged those interested to contact the Recreation Department. Councilman McCartney also announced that there will be a Wine and Cheese Festival at the Marina on July 22, 2016. On behalf of the Rye Golf Club, he stated that Thursday nights in the summer are "lobster nights" from 5:00-8:00 P.M. He further stated that on Saturday, July 16, 2016 the Rye Golf Club will be hosting a movie night.

Councilwoman Killian announced that on Saturday, July 16, 2016 at the Rye Free Reading Room from 9:30-11:00 A.M., there will be a Council coffee in which the community is invited to attend and discuss issues or concerns. Councilwoman Killian thanked Chris Shoemaker for opening the library for this event. Councilwoman Killian also stated that she is so proud of the kids who are part of squash, crew and rugby teams, which are new sports to Rye and who have been so successful.

Councilwoman Hurd announced that the Chamber of Commerce will be holding the Annual Sidewalk Sale on July 28 -30, 2016 in the central business district. She also was happy to report that George Hogben, Boat Basin Supervisor, has been doing well at the marina. Councilwoman Hurd then announced that the Rye Food Truck Festival was a success. Councilman McCartney agreed and commented that he felt that it was a very successful event. The Council looks forward to the 2017 festival.

5. Draft unapproved minutes of the regular meeting of the City Council held June 8, 2016.

Councilman Hurd made a motion, seconded by Councilman Mecca and unanimously carried, to adopt the minutes of the regular meeting of the City Council held June 8, 2016 as amended to reflect that the public hearing on the mile marker was held in June of 2016.

6. Issues Update/Old Business.

Mayor Sack commented on the Last Mile Project of Interstate 95, . He stated that there has been discussion about the Last Mile Project and how it would help reduce accidents and improve safety. He encouraged residents to provide feedback and comments for the City to pass along to State representatives. Mayor Sack also announced that the City Manager would be attending a meeting with the EMS for Rye, Rye Brook and Port Chester on July 14, 2016. The City currently contributes a prorated amount to the EMS service fund. Recently, the Town of Harrison has expressed interest in joining the EMS consortium. This may benefit response times for our own residents and the City looks forward to the discussion.

Mayor Sack also discussed the Mayors against Illegal Guns initiative and the Do Not Stand Idly By initiatives, which pressures gun manufacturers to be more responsible in the manufacturing of their guns. He stated that the Police Commissioner also supports this important effort.

Mayor Sack then updated the community about the United Hospital redevelopment site. He stated he has appeared numerous times at meetings to express Rye's concern over the project, especially dealing with the traffic impact that this project may have on the community.

Mayor Sack then updated the community on the issues at Playland. There are some development decisions that are underway concerning the future at Playland. Mayor Sack encouraged the County to cooperate with the City to obtain the required land use approvals. He stated that the Playland sign will be taken down at the end of the season. He also discussed the pool at Playland. He stated that the County is contemplating whether to fix the pool or to remove it. In connection with that, there is concern that the County would attempt to build a restaurant in its place. From the City's perspective, Mayor Sack emphasized the need to be able to review what the County is proposing. The City has had a discussion with Standard Amusements, future manager of the site, who has advised that there would not be a restaurant. Mayor Sack stated that the City has retained counsel in the event of possible future litigation on the issue.

Mayor Sack also discussed the need for field space. The City has identified the Thruway property as a prospective place for this action to happen. He stated that the City has found a potential partner in Rye Country Day School. The City has also engaged an environmental firm to analyze the feasibility of this acquisition.

Mayor Sack then discussed Beaver Swamp Brook. There has been long ongoing litigation involving the City of Rye and the Town of Harrison and the development of this property, which the City believes has caused flooding issues for Rye residents. Unfortunately, the State Commissioner ruled against the City, which means that Harrison would not be required to remove the fill. Mayor Sack stated that it is not likely that the City would prevail on appeal. The City Manager will be calling a meeting of the residents within that area. Councilwoman Killian and Mayor Sack then discussed the positive aspect of this issue, that the Town of Harrison has limited its plans for development in that area.

Mayor Sack updated the community on the Master Plan. The City Planner is currently preparing an RFP to gain responses from consultants to assist the City with that process.

Lastly, Mayor Sack discussed Rye Town Park. Recently, an RFP has been issued for the site at Seaside Johnny's. Mayor Sack stated that he has been an advocate for the City becoming a large part of the management of the park.

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

Joseph Fazzino, Deputy Comptroller, introduced the City's auditors, BST & Co., LLP to the Council. Brendan Kennedy, BST & Co., LLP, addressed the Council. He stated that the auditor's report was presented to the City in June 2016. There was one deficiency found which was included. There were no issues of noncompliance. There was an unmodified opinion provided to the Council. Mr. Kennedy explained that in July 2015, there were some concerns about the Boat Basin, which were addressed and rectified. Mr. Kennedy then gave a brief overview of the financials. He stated the General Fund was strong. He also stated that the Boat Basin is technically losing money because of the depreciation associated with capital assets. In general, Mr. Kennedy was happy to report that the auditors received full cooperation during the audit. He also said that the personnel was knowledgeable, the accounting policies were appropriate, no unusual transactions were noted, and internal controls were in place and operating effectively.

Councilwoman Killian thanked Mr. Kennedy and Mr. Fazzino for their detailed report. She asked how many municipalities provided this level of detail. Mr. Kennedy stated that only 20 municipalities in New York State put forth this type of level of detailed report.

Mayor Sack stated that he was pleased with the level of detail that has been put in place in 2016, being that in previous years that had been some concern. He then asked Mr. Kennedy if he had any thoughts on raising the debt limitation.

Mr. Kennedy commented that in terms of the debt limit, the state constitutional cap is 7% of the five-year average full valuation of real property. The City's self-imposed debt limit is somewhat rare, and the City's current debt is relatively very low in comparison to the state level.

8. Presentation by the Finance Committee on the Rye City Debt Limitation.

Mayor Sack stated that the Finance Committee has met to possibly provide a recommendation regarding the debt limit in the City of Rye.

Mr. Mark Doran, Finance Committee, made a statement to the Council concerning the Rye City Debt Limitation. He stated that the issue of changing the debt limit ties into the overall strategic budget planning process. The City currently has a limitation that is self-imposed.

(By way of background, the following language was taken from Deputy Comptroller Fazzino's Comprehensive Annual Financial Report):

*Known as the “constitutional debt limit,” and pursuant to New York State Local Finance Law §104, the City must limit total outstanding long-term debt to no more than 7% of the five-year average full valuation of real property. At December 31, 2015, the City had exhausted 2.74% of its constitutional debt limit, providing an available debt margin of 97.26% with the authority to issue an additional \$460 million of general obligation long-term debt.*

*City Charter §C21-9 specifies the amount of debt that can be authorized solely on the adoption of a resolution by the City Council; the amount that can be raised by resolution of the City Council but subject to permissive referendum, and the amount requiring a mandatory referendum. At December 31, 2015, the amount of debt that could be authorized by City Council resolution alone was \$545,647, and the amount that could be authorized by City Council resolution subject to a permissive referendum was \$2,516,563. The authorization of all other long-term debt, unless otherwise specifically exempt by law, requires a mandatory referendum.*

Mr. Doran presented a slideshow to review the history of the debt in the last twenty years. He said that the debt has been significantly reduced by paying down the debt. He stated that the Finance Committee surveyed 27 local municipalities, and 26 of them did not have a self-imposed debt limit. Currently, Rye has a AAA rating from Moody’s, which accounts for debt, economics and demographics, and management.

There was some discussion over bonds and the debt limit. Mr. Doran stated that the bonds issued for each project would match up to the projected life of the project.

Mayor Sack commented on timing with this issue. He stated that the Council must decide by early September to put it on for the referendum.

Councilwoman Killian commented that this may be crucial to this about presently because interest rates are very low currently. She felt strongly that removing the debt limit as a whole may not be responsible. She suggested limiting the debt and creating a “sunset” provision on the decision that is made, particularly because interest rates are low for the time being. In terms of setting a dollar amount for the debt, the needs of the City concerning project infrastructure should be considered. She stated she is in favor of keeping a limit, but increasing it. She lastly said that the Council needs to be informed about all upcoming projects to fully assess the issue.

Mayor Sack thanked Mr. Doran for his presentation.

12. Public Hearing to amend local law Article 21, “Financial Procedures”, Section §C21-9, “Bond Resolutions”, of the Charter of the Rye City Code, to eliminate the City’s discretionary debt limit.

This item was taken out of order. Councilwoman Killian made a motion, seconded by Mecca to open the public hearing to amend local law Article 21, “Financial Procedures”, Section §C21-9, “Bond Resolutions”, of the Charter of the Rye City Code, to eliminate the City’s discretionary debt limit.

There were no comments made on the subject issue.



Mayor Sack made a motion, seconded by Councilwoman Killian, to adjourn the public hearing to the August 3, 2016 meeting of the City Council.

9. Presentation on improvements in the Forest Avenue corridor by the engineering firm Stantec Consulting Services Inc.

City Manager Serrano stated that there have been concerns on behalf of Forest Avenue residents concerning pedestrian safety. The City has hired the engineering firm of Stanec Consulting Services Inc. (Stantec) as a consultant to study various options to improve pedestrian safety in this part of Rye.

Tom Hamerburg, Stantec, addressed the Council. He stated that he encouraged the Council to read the 50 page report presented on this issue. He stated that there is a great deal of detail included in the report. He explained the existing conditions of the area and discussed the neighborhood character. Mr. Hamerburg stated that there was a Pedestrian Safety community meeting held on April 13, 2016, in which the consultant listened to resident concerns. Three items of discussion were traffic concerns, maintenance, and keeping Rye's roadway character intact.

Chris Mojica, traffic engineer from Stantec, stated that during one hour, the area sees approximately 400 vehicles. The majority of vehicles are traveling 30-35 miles per hour. He proposed different options to the Council to help pedestrian safety in this area. He said that one option would be to implement rapid flash beacons to notify motorists of pedestrians. He further stated that stop control may also be considered. Further, reduction of speed limits are also a possibility. Lastly, Mr. Mojica discussed the option of one-way circulation, which may directly impact the local residents.

Mr. Hamerburg commented that the roadway itself is scheduled for re-pavements, engineering and curbing improvements. He referenced the study and explained specific improvements to the Council and community, clarifying that the pedestrian improvements will cost approximately 1.5 to 2 million dollars.

Councilman McCartney inquired as to the number of pedestrian walkways crossing over Forest Avenue in the Option A and the Option B plans. The Stantec representatives responded that there would be two crosswalks across Forest Avenue.

There was some discussion about the proposed traffic tables among the Council and Stantec representatives.

Councilwoman Bucci stated that she felt there is a danger crossing a fairly major road, and she is concerned that even if the City spends resources making improvements, pedestrians may not use the allocated crossing areas or safety measures. For example, she stated that she has witnessed pedestrians in the street, even when there were sidewalks.

Stantec representatives responded that after their observations of the area, they felt that pedestrians would use the safety measures implemented.

There was general discussion among Stantec and the Council concerning viable options to improve pedestrian safety along the subject corridor. Mayor Sack thanked the Stantec representatives for their presentation.

10. Continuation of the Public Hearing regarding the request submitted by Crown Castle to amend their agreement with the City and for the installation of additional locations to their existing wireless telecommunications located in the City of Rye.

Mayor Sack introduced the applicant, Crown Castle, and counsel for the applicant, Cuddy & Feder.

Esme Lombard, Crown Castle, addressed the Council. She stated that by way of background, Crown Castle has submitted an application to renew an existing right of way use agreement to add more DAS nodes within the City of Rye. Crown has provided MPE reports, demonstrating that the proposed attachments comply with FCC standards. They have also provided a needs-determination and a short form EAF site plan. Ms. Lombard stated that Crown Castle has received unanimous approval from the City's Board of Architectural Review Board.

Mayor Sack stated that the City may retain outside professionals to review the needs-assessment provided by Crown Castle.

Chuck Hyman, 95 Dogwood Lane, stated he has been a resident of Rye for over 50 years. He stated that he is against the project, as he feels it may change the character of the City. Ms. Lombard explained the specifics of the project to Mr. Hyman.

Bjorn Tuypens, 717 Forest Avenue, stated that a DAS node is proposed in close proximity to his home. Mr. Tuypens proceeded to make a statement against the proposed project.

Alexander Breinin, 180 Locust Avenue, made a statement to the Council. He stated that cell towers reduce the property values by 10%. He stated that he was concerned that the project had not been reviewed by an independent consultant.

Bart Breinin, 180 Locust Avenue, addressed the Council. He discussed the local laws of Rye, regarding the Wireless telecommunications facility. He expressed concern over the notice requirements and inquired whether Crown Castle was bound by the notice requirements. He also discussed setbacks, special use permits, and independent consultants with regard to local law.

Colette Dempsey, 195 Locust Avenue, stated her opposition to the project as the number of nodes proposed seems excessive.

Julianna Ryan, 387 Oakland Beach Avenue, addressed the Council. She stated that there is a proposed cell tower in front of her home. She also stated that within one block, there is already a tower that exists. She expressed concern over the close proximity of the proposed node. She discussed the RF levels and the FCC guidelines. She stated that she was concerned about the horizontal exposures of the emissions. She also stated that she felt that property values will

decrease. She suggested that the Council consider retaining an expert to verify the needs assessment. She stated that more work needs to be done with this issue to preserve the health, safety and property values.

Suzanne McKay, 70 Overlook Place, addressed the Council. She stated her opposition to the proposal. She expressed concern about the proximity of the proposed node near Milton School. She asked the Council to protect the health, safety and welfare for Rye residents.

Eric Huber, 110 Oakland Beach Avenue, stated concern about the proposal. He stated that one of the cell phone nodes is proposed to be built in front of his home. He stated that he objects to the application.

Callie Erickson, 190 Locust Avenue, asked that the City set up a special committee with guidance from an independent consultant, provide a needs-based assessment, and lastly, enact a zoning law that contemplates the DAS nodes.

Stuart Erickson, 190 Locust Avenue, stated his opposition to the proposal. He also expressed concern over the process and stated that he was upset over a lack of notice on the issue, even though it had been on the Council's agenda for several months. He was concerned over what he described as Crown Castle's lack of knowledge over the health and safety long-term issues. He encouraged the Council to look into retaining a third-party expert.

Nancy Hanam, 70 Fairway Avenue, stated that she is against the proposal. She asked that careful study be given to this issue.

Josh Cohn, 24 Green Avenue, addressed the Council. He stated his concern over the lack of process and "failure to follow Chapter 196." He felt that Chapter 196 should be applied to DAS technology. He referenced the Federal Telecommunications Act. He then presented the Council with photos of existing DAS nodes within the community.

Kelsey Johnson, 3 Rockridge Road, addressed the Council. She stated that she shared the concerns with the residents who were frustrated with the communication about the issue. She stated her concern with the health and safety of the proposal. She introduced Richard Comi, who helped write City Code Chapter 196.

Richard Comi, 70 Combridge Road, Glenmont, New York, addressed the Council. He appeared as a retained representative of members of the community. There was some confusion over whether he would be representing the City and whether his appearing on behalf of residents would be a conflict of interest. Mr. Comi stated that he owned the largest consulting firm on wireless technology. He stated that federal law prohibits a limitation of modification of existing nodes. He discussed the potential visual impact of the nodes as well. He stated that Rye had one of the best wireless regulations. Mayor Sack asked if a municipality may deny an application based on health concerns. Mr. Comi responded that they could not deny an applicant based on perceived health concerns.

Eileen Iorio, 24 Crescent Avenue, addressed the Council and stated her opposition to the proposal. She echoed the need for an independent assessment. She was concerned about the future of DAS technology. She also expressed concern over the applicable laws to DAS.

Sander Spiering, 30 Fairway Avenue, President of the Milton Point Association, addressed the Council. He stated that the Association and its members were recently made aware of the proposal. He expressed concern over the proposal and the short and long term risks of the proposed cell towers in close proximity to the homes. He further stated he was unhappy with the lack of notice on this issue. The Association asked that the Council consider all of the concerns that have been stated.

Tricia Agosta, 4 Ridgewood Drive, expressed concern over the proposal. She referenced the right-of-way use agreement from 2011 and stated that it is governed by the City of Rye's laws. She also discussed the legislative intent over the wireless telecommunications law. She then discussed the location of the facilities, and stated that there is a proposal for a node in front of her home. She said that in her neighborhood, there are five proposed cell nodes. She thanked the Council for their consideration of the community's concerns.

Delano Ladd, 19 Seneca, expressed concern over the proposal. He stated his opposition to the proposal.

Chris Graseck, 421 Park Avenue, and 20 Chamberlain Street, stated that nodes are proposed in front of both of his homes. He expressed concern over the proposal, specifically the health risks, property value issues, and whether there are licensing fees that would offset the loss in property value to residents.

Tracy Stora, 3 Fairlawn Court, addressed the Council. She stated that a node is proposed in front of her house. She is concerned about the precedent this might set.

Chris Fisher, Cuddy & Feder, spoke on behalf of Crown Castle to address concerns from the community. First, he stated that there are regulations of the right-of-way, and secondly, there are separate regulatory and zoning authorities. He cited Section 25-3 of the Telecommunications Act, which deals with access to communications for right-of-way purposes. The City has time, place and manner authority to regulate the right of way, but not to prohibit activity within it. Crown Castle has a Certificate of Public Convenience and Necessity. This means they have authority to use the right of way from New York State. This status also gives them certain rights. He stated that the City of Rye has local law, Chapter 167, which governs the streets, sidewalks and rights of way. He felt this law should be applied in the present case. He gave a background on the current right-of-way use agreement between the City and Crown Castle adopted in 2011. He referenced Section 3 and 5 of the agreement. He stated that Crown has a right to be treated equally with other utilities.

Councilwoman Bucci inquired as to statutory application of the local law. There was discussion about statutory application.

Mr. Fisher then referred to the proposed node map and discussed the specifics of the proposal. He stated that the data was provided by Verizon. He discussed the need for network infrastructure. He then stated that the nodes would not have a compliance issue. Further, he stated that there is not reliable information about a decrease in property value. He then addressed the proximity to homes and school and responded that in many places, there are actually cell towers on top of schools. Wifi in school has the same effect as the DAS nodes. Lastly, he clarified that the City would receive an economic benefit as a result of approval.

Mayor Sack commented on the “shot clock,” which is 150 days. The City would like to request that Crown Castle agree to extend the time. Mr. Fisher objected on the record to the request and asked for time to consult with his client before providing a response. Crown Castle believes that there are approximately 60 days remaining in which the City must act pursuant to the “shot clock.” There was discussion concerning extra time.

Mayor Sack adjourned the public hearing until August 3, 2016.

11. Continuation of the Public Hearing on the proposed revision to the Rye City Charter to rescind Article 12 “Police Department” and Article 13 “Fire Department” and create a new Article 12 “Department of Public Safety” and to create a new position of “Commissioner of Public Safety” which position shall have charge and supervision of the Police and Fire Departments.

Councilman Mecca stated that the needs of the Rye Fire Department have changed. There is a much greater demand on the department. He explained that the change proposed here would eliminate with the board of wardens with management responsibilities and move those responsibilities to an individual to manage and oversee the departments.

Councilman Mecca made a motion, seconded by Councilwoman Bucci, to approve the proposed revision to the Rye City Charter to rescind Article 12 “Police Department” and Article 13 “Fire Department” and create a new Article 12 “Department of Public Safety” and to create a new position of “Commissioner of Public Safety” which position shall have charge and supervision of the Police and Fire Departments, which would result in a referendum to the City of Rye.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca

NAYS: None

ABSENT: Councilwoman Tagger-Epstein

13. Public Hearing to amend Local Law Chapter §197, “Zoning”, of the Rye City Code, Section §197-86, “Tables of Regulations”, to allow accessory seasonal outdoor customer seating in the B-1 Neighborhood Business District.

Councilman Mecca reviewed the issue and stated that applicants would apply to the Planning Commission annually for their outdoor seating. Any problems that arise during the season would be accounted for the following year and be considered by the Planning Commission.

Mayor Sack asked if there was a notice provision with regard to neighboring properties. There was discussion about including a 500 foot radius notice requirement in the amendment.

Councilman McCartney, seconded by Councilman Mecca, made a motion to open the public hearing to amend Local Law Chapter §197, “Zoning”, of the Rye City Code, Section §197-86, “Tables of Regulations”, to allow accessory seasonal outdoor customer seating in the B-1 Neighborhood Business District.

There were no public comments.

Mayor Sack made a motion, seconded by Councilman McCartney, to close the public hearing. Mayor Sack made a motion, seconded by Councilman McCartney, to adopt the amendment to Local Law Chapter §197, “Zoning”, of the Rye City Code, Section §197-86, “Tables of Regulations”, to allow accessory seasonal outdoor customer seating in the B-1 Neighborhood Business District, and include a first-class mail notice requirement for applicants, consisting of a 500-foot radius.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

14. Residents may be heard on matters for Council consideration that do not appear on the agenda.

There were no comments made.

15. Consideration of the proposed new Rules and Regulations of the City of Rye Police Department General Order #105.5 regarding a Missing Persons Policy.

City Manager Serrano stated that the new Police Commissioner is trying to document each policy that has been in place. Currently, the Department’s Missing Persons Policy is a verbal policy, which Commissioner Corcoran would like to document. City Manager Serrano stated that he is supportive of this initiative and congratulated Police Commissioner on his progress within the Department.

Councilman McCartney made a motion, seconded by Councilman Mecca, to approve the proposed new Rules and Regulations of the City of Rye Police Department General Order #105.5 regarding a Missing Persons Policy.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

16. Consideration of the proposed new Rules and Regulations of the City of Rye Police Department General Order #116.10 regarding a Pregnancy and Maternity Leave Policy.

City Manager Serrano said that the Police Department Maternity Leave Policy has not been documented, and Police Commissioner Corcoran has prepared a written policy regarding the same to be approved by the Council.

Councilwoman Hurd made a motion, seconded by Councilman McCartney, to approve the proposed new Rules and Regulations of the City of Rye Police Department General Order #116.10 regarding a Pregnancy and Maternity Leave Policy.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

Councilman Mecca commented that this policy would also apply to the Fire Department if the referendum passes and a Commissioner of Public Safety position is approved.

17. Consideration of the proposed new Rules and Regulations of the City of Rye Police Department General Order #119.5 regarding an Anonymous Crimes Tip Policy.

City Manager Serrano stated that this proposed policy would protect those giving an anonymous tip to the Rye Police Department.

Councilman McCartney made a motion, seconded by Councilwoman Killian, to approve the proposed new Rules and Regulations of the City of Rye Police Department General Order #119.5 regarding an Anonymous Crimes Tip Policy.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

18. Resolution to amend the Boat Basin Commission procedures regarding voting procedures and the Commission level of members.

Councilwoman Hurd explained that the Boat Basin Commission is looking to change its procedures. The proposal is to increase the number of members from five to seven, and include one non-resident.

There was some discussion over the procedure that had already been put in place by the Boat Basin Commission with regard to filling a vacancy. The issue was put over to the August 3, 2016 meeting of the City Council.

19. Resolution to amend the 2016 Adopted Fees and Charges for the Rye Boat Basin Enterprise Fund.  
Roll Call.

Councilwoman Hurd discussed the issue of pump out needs when boats are in danger of sinking. The Boat Basin Commission recommends implementing a policy and fees associated with pump outs and necessary steps in the case that the owner is unreachable. The fee for a pump out by Boat Basin personnel would be \$90/hour fee with a half-hour minimum. The Boat Basin Supervisor will determine that a boat must be pumped out. If a Boat is in danger of sinking, a contractor will be engaged to remove the boat. The Boat Basin will pay the contractor directly and the City will be reimbursed by the boat owner. If payment is not received from the boat owner, a renewal permit for the owner will not be issued.

Councilwoman Hurd, seconded by Councilwoman Bucci, made a motion to adopt the pump out policy by amending the 2016 Adopted Fee Schedule for the Rye Boat Basin.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

20. Authorization for City Manager to enter into an Inter-municipal Agreement with Westchester County for the Stop-DWI Patrol/Datamaster Project for the City of Rye Police Department.

City Manager Serrano explained that the Council may authorize an Inter-municipal agreement with Westchester County. In an effort to increase the enforcement of laws against DWI and maintain a County-wide record keeping standard for this information, the County is requesting a continued municipal participation in the STOP-DWI Patrol/Datamaster Project. In exchange for the City's participation, the County will reimburse the City an amount not to exceed \$8,400. The Agreement is for a four-year period commencing January 1, 2016 through December 31, 2020.

Councilman McCartney made a motion, seconded by Councilman Mecca and unanimously carried, to approve the authorization of the City Manager to enter into an Inter-municipal Agreement with Westchester County for the Stop-DWI Patrol/Datamaster Project for the City of Rye Police Department.

21. Bid Award for the Solid Waste Containers bid (Bid #1-16).  
Roll Call.

Councilman McCartney made a motion, seconded by Councilman Mecca, that Bid #1-16 be awarded to the low bidder, City Carting, Inc., in the amount of fifty three thousand five hundred dollars (\$53,500.00) as recommended by the City Engineer and approved in the City's Annual Budget.



ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

22. Bid Award for the Nursery Lane Sewer Extension contract (Contract #2016-05).  
Roll Call.

Councilman McCartney made a motion, seconded by Councilman Mecca, that Contract #2016-05 be awarded to the low bidder, Montesano Brothers, Inc., in the amount of seven hundred seventy four thousand two hundred ninety dollars (\$774,290.00) recommended by the City Engineer and approved in the City's Annual Budget.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

23. Bid Award for the Annual Sidewalk Replacement Program contract (Contract #2016-07).  
Roll Call.

Councilman McCartney made a motion, seconded by Mayor Sack, that Contract #2016-07 be awarded to the low bidder, Con-Tech Construction Technology, Inc., in the amount of ninety-three thousand one hundred eighty dollars (\$93,180.00) as recommended by the City Engineer and approved in the City's Annual Budget.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

24. Bid Award for the Annual Street Resurfacing Program contract (Contract #2016-08).  
Roll Call.

Councilman McCartney made a motion, seconded by Councilman Mecca that Contract #2016-08 be awarded to the low bidder, PCI Industries, in the amount of seven hundred seventy nine thousand five hundred dollars (\$779,500.00) as recommended by the City Engineer and approved in the City's Annual Budget.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

25. Bid Award for the Purchase Street Streetscape Improvements contract (Contract #2016-09).  
Roll Call.

City Manager Serrano said that this will be a tough project that will balance the improvements with the needs of the central business district. The City will try its best to expedite the project and be minimally intrusive to the downtown during this project. City Manager Serrano stated that he expects the work will begin in early to mid-August.

Margaret Ricketts, president of the Rye Chamber of Commerce, expressed concern about moving on after October.

Councilman McCartney made a motion, seconded by Councilwoman Hurd, that Contract #2016-09 be awarded to the low bidder, Paladino Concrete Creations Corp., in the amount of seven hundred forty four thousand three hundred forty seven dollars and seventy five cents (\$744,347.75) and that Alternate Phase B (\$269,549) and Alternate Cobblestone Bid (\$22,500) be authorized as recommended by the City Engineer and approved in the City's Annual Budget.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

26. Consideration of a request by Christ's Church Nursery School for use of city streets on Saturday, September 24, 2016 from 7:30 a.m. to 3:00 p.m. for their *Touch a Truck/Vehicle Fair* event.

Councilman McCartney made a motion, seconded by Councilman Mecca and unanimously carried, to approve the request by Christ's Church Nursery School for use of city streets on Saturday, September 24, 2016 from 7:30 a.m. to 3:00 p.m. for their *Touch a Truck/Vehicle Fair* event.

27. Consideration of request for permission to close a section of Purchase Street for the 64<sup>th</sup> annual celebration of the Halloween Window Painting Contest.

Councilman McCartney made a motion, seconded by Councilman Mecca and unanimously carried, to approve the request to close Purchase Street, from the Square House (Boston Post Road) to Purdy Avenue for the 64th annual celebration of the Halloween Window Painting Contest from 8:00 am to 3:00 pm on Sunday, October 16, 2016.

28. Resolution to declare certain City of Rye equipment as surplus.  
Roll Call.

City Manager Serrano explained that there is a list of surplus materials from the Boat Basin and the City is required to declare surplus.

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

WHEREAS, the City has been provided with a list of City equipment identified as being obsolete or will become obsolete during 2016, and,

WHEREAS, the Rye Boat Basin has recommended that said equipment be declared surplus, now, therefore, be it

RESOLVED, that said equipment are declared surplus, and, be it further

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

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca  
NAYS: None  
ABSENT: Councilwoman Tagger-Epstein

29. Miscellaneous communications and reports.

There was nothing discussed under this agenda item.

30. New Business.

There was nothing discussed under this agenda item.

31. Adjournment.

There being no further business to discuss, Councilman Mecca made a motion, seconded by Councilman McCartney, to adjourn the regular meeting at 12:59 A.M.

Respectfully submitted,

Carolyn E. D'Andrea  
City Clerk



# CITY COUNCIL AGENDA

NO. 5

DEPT.: City Council

DATE: August 3, 2016

CONTACT: Mayor Joseph A. Sack

**AGENDA ITEM:** Issues Update/Old Business

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That an update be provided on outstanding issues or Old Business.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**



# CITY COUNCIL AGENDA

NO. 6

DEPT.: City Manager

DATE: August 3, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Authorization for the City Manager to enter into an agreement with legal counsel, and an engineering firm engaged by such counsel, to assist the City in the Crown Castle matter regarding wireless telecommunications.

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**  
CHAPTER  
SECTION

**RECOMMENDATION:** That the Mayor and Council authorize the City Manager to enter into an agreement with legal counsel to assist the City in the Crown Castle matter.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Crown Castle purchased NextG in December 2011 and assumed their agreement with the City to conduct business as a telecommunications company operating with infrastructure located in the City's public ways. Crown Castle is seeking an amendment to this agreement as well as seeking installation of additional facilities in the City of Rye. They currently have nine (9) facilities and are seeking to add sixty-four (64) additional locations within the City's right-of-way. The City Council will retain legal counsel to assist in a review of Crown Castle's request.



# CITY COUNCIL AGENDA

NO. 7

DEPT.: City Manager

DATE: August 3, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Continuation of the Public Hearing regarding the request by Crown Castle to amend their agreement with the City regarding existing wireless telecommunications specifications and referral to the Board of Architectural Review for additional attachment locations.

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Council continue the Public Hearing regarding Crown Castle's request regarding an agreement amendment and the placement of additional attachments.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The City Council approved an agreement with NextG Networks, Inc. at their January 12, 2011 City Council Meeting to conduct business as a telecommunications company operating with infrastructure located in the City's public ways. Crown Castle purchased NextG in December 2011. Crown Castle is seeking an amendment to the agreement with the City to change the language to "Con Edison approved shroud," as Con Edison is the local utility who owns most of the poles in the right-of-way in the City.

Crown Castle currently has nine (9) facilities in the City of Rye. They are seeking to add approximately fifty (50) additional locations within the City's right-of-way.

The City Council referred the application for additional locations to the Board of Architectural Review (BAR) at their April 13, 2016 meeting. The BAR approved the application at their May 9, 2016 meeting.

See attached documentation from Crown Castle:

**New Documents provided regarding the request**

- **Letter from Christopher B. Fisher, Esq. regarding the pole attachment specification and node locations with attached EAF**
- **Noise Emission Report**
- **Report commissioned by Crown Castle in 2012 that compares RF energy and compliance of antennas on utility poles with other sources of RF energy**

**Regarding Requested Changes to the Agreement with the City of Rye**

- Letter from Esme A. Lombard, Crown Castle National Real Estate – Contractor
- Existing Right-of-Way (RUA) Use Agreement with the City of Rye
- Amendment to Right-of-Way (RUA) Use Agreement
- State Level Regulatory Overview information

**Regarding the Request for additional locations in the City of Rye**

- Table of Proposed locations
- Map of Proposed locations
- Table of existing locations
- Photos of existing attachments in the City of Rye



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Christopher B. Fisher, Esq.  
cfisher@cuddyfeder.com

June 24, 2016

**BY ELECTRONIC MAIL**

Kristen Wilson, Esq.  
Corporation Counsel  
City of Rye  
City Hall  
1051 Boston Post Road  
Rye, NY 10580  
(914) 967-7404

Re: Crown Castle  
February 2011 City Right-of-Way Use Agreement  
Crown Pole Attachment Specification & Node Locations

Dear Ms. Wilson:

I am writing as a follow up to our June 17, 2016 letter regarding the above referenced matter on behalf of Crown Castle and its affiliate Crown Castle NG East LLC (f/k/a NextG Networks of NY, Inc.)("Crown").

**Crown Submissions to the City**

It is our understanding that Crown has filed various materials with the City as part of its request for administrative permits under the RUA and an additional equipment box specification, including but not limited to:

- a. An existing and proposed photosimulation of the new equipment box;
- b. A map of existing (9) and proposed (73) pole locations in Rye;
- c. A spreadsheet list of proposed pole locations in Rye (73) that included information on the installation type;
- d. A copy of Crown's NYS PSC CPCN;
- e. A copy of the exiting City RUA and a draft proposed amendment;
- f. Two third party MPE power density safety reports for the antenna configurations proposed for use by Crown on utility poles in the right-of-way;
- g. Baseline coverage and maps with the original 73 node locations in Rye identified;
- h. A spreadsheet list of the revised 56 pole locations in Rye; and
- i. A powerpoint presentation prepared by Crown;

Further, I'm advised that the dimensions of the larger equipment cabinet are approximately 7" taller, 3" deeper and 8.5" wider than the existing cabinets (i.e. a volume difference of approximately .1 cubic feet).





### **City Administrative Approvals for SEQRA Purposes are Type II Exempt**

As noted in our prior correspondence, Crown's request is for administrative permits issued by the City under Sections 3 and 5 of the RUA as previously approved by the City Council in 2011 (i.e. City Manager sign off of the list of new node locations and any City Engineer approval issued in the normal course for other similarly situated telecommunications and utility companies like Cablevision, Verizon Fios, Fiber Companies and Consolidated Edison). These are clearly Type II actions for SEQRA purposes. See 6 NYCRR 617.5(c)(11), (19) and (7) and the NYS DEC SEQRA Handbook. We also believe that the City Council's review in this matter involves matters exempt as Type II under 6 NYCRR 617.5(c)(19), (26) and/or (31) as related to interpreting the RUA on the new equipment box specification as substantially conforming to the Exhibit A specifications.

### **Even if "unlisted", an Environmental Impact Statement Could Not be Reasonably Required under SEQRA**

Notwithstanding the foregoing and to avoid any procedural questions, we enclose in the alternative a Short EAF with Part 1 filled out and signed by Crown. This only to the extent someone might procedurally argue City Council action is an "unlisted" action for SEQRA purposes. Moreover, because this project is limited to equipment attached to utility company distribution poles in the right-of-way with no visual impacts different in degree or kind than existing poles, Crown installations or other utility installations such as Con Ed transformers, Verizon FIOS boxes, Cablevision wires and WiFi nodes or other equipment routinely installed for utility services in Rye, we submit that even if not Type II, a negative declaration would be required based on the questions listed in Part 2 of the Short EAF and the criteria for significance in 6 NYCRR § 617.7(c)(1-3). Clearly an Environmental Impact Statement could not be required under SEQRA prior to issuance of administrative approvals under the RUA and any amendment to the RUA for the additional equipment box specification.

### **July 13<sup>th</sup> City Council Meeting**

We would ask that you advise the City Council regarding SEQRA and to the extent you deem appropriate have them address the Short EAF and SEQRA criteria for determinations of significance at its July 13, 2016 continued hearing. Thank you for your consideration of this letter on behalf of our client.

Very truly yours,

  
Christopher B. Fisher

cc: Mayor Joe Sack and Members of the City Council  
Crown Castle

## Short Environmental Assessment Form

### Part 1 - Project Information

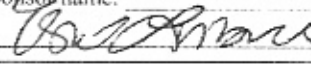
#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: <b>Crown Additional Equipment Specification &amp; Additional Utility Pole/Attachment Locations</b>			
Project Location (describe, and attach a location map): All City Rights-of-Way - Existing and Additional Pole/Attachment Location Map 4/8/16 and 6/09/16 Revised Pole Location and Installation List			
Brief Description of Proposed Action: Crown and the City entered into a Right-of-Way Use Agreement in 2011 as authorized by the City Council. Sections 3 and 5.1 provide for City administrative review and approval of Crown's third party pole attachments and any new pole locations and equipment installations. Crown has proposed an additional equipment specification and a current list of additional utility pole locations and where it plans to install equipment.			
Name of Applicant or Sponsor: Crown Castle NG East LLC (f/k/a NextG Networks of NY, Inc.)("Crown")		Telephone: 203-919-0896	
Address: 131-05 14th Avenue		E-Mail: Esme.Lombard.Vendor@crowncastle.com	
City/PO: College Point	State: NY	Zip Code: 11356	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres		N/A - All work in City ROW which is previously disturbed	
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): _____ <input checked="" type="checkbox"/> Parkland    The project is confined to City ROW. Due to the nature of the project, it necessarily is near all types of land uses in the City of Rye and as such all boxes have been checked.			

<p>5. Is the proposed action,</p> <p>a. A permitted use under the zoning regulations? <b>New poles and pole attachments in City ROW not subject to zoning</b></p> <p>b. Consistent with the adopted comprehensive plan? <b>Telecommunications use of ROW not in 1985 plan</b></p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>N/A</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>
<p>6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? <b>New poles and pole attachments consistent with other utility infrastructure (transformers, wifi antennas, Fios boxes, etc)</b></p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>	
<p>7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? <b>If Yes, identify: The project is not located in any CEA. City of Rye streets do adjoin CEA's in some areas per the DEC Environmental Mapper. There is no at grade construction in any CEA.</b></p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>	
<p>8. a. Will the proposed action result in a substantial increase in traffic above present levels?</p> <p>b. Are public transportation service(s) available at or near the site of the proposed action? <b>Yes, but N/A - project has no occupancy</b></p> <p>c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action? <b>same</b></p>	<p>NO</p> <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	
<p>9. Does the proposed action meet or exceed the state energy code requirements? <b>If the proposed action will exceed requirements, describe design features and technologies: Project does not involve any habitable or occupiable structures for purposes of the state energy code. All construction is done in accordance with utility company tariffs and electrical code standards</b></p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>	
<p>10. Will the proposed action connect to an existing public/private water supply? <b>If No, describe method for providing potable water: N/A - no water supply required</b></p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>11. Will the proposed action connect to existing wastewater utilities? <b>If No, describe method for providing wastewater treatment: N/A - no wastewater supply required</b></p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? <b>No utility pole location is known to be listed on the State or National Register of Historic Places</b></p> <p>b. Is the proposed action located in an archeological sensitive area? <b>No utility pole location is known to be in an archeological sensitive area</b></p>	<p>NO</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	
<p>13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? <b>City streets may adjoin areas of wetlands or waterbodies as shown on the DEC Environmental Mapper</b></p> <p>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? <b>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: All improvements are proposed on utility poles with no at grade encroachment into any adjacent wetland or waterbody.</b></p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p>	
<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</p> <p><input type="checkbox"/> Shoreline    <input type="checkbox"/> Forest    <input type="checkbox"/> Agricultural/grasslands    <input type="checkbox"/> Early mid-successional</p> <p><input type="checkbox"/> Wetland    <input checked="" type="checkbox"/> Urban    <input checked="" type="checkbox"/> Suburban    City streets</p>			
<p>15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? <b>City streets</b></p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>16. Is the project site located in the 100 year flood plain? <b>All improvements are above grade on utility poles</b></p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>17. Will the proposed action create storm water discharge, either from point or non-point sources? <b>If Yes,</b></p> <p>a. Will storm water discharges flow to adjacent properties?    <input type="checkbox"/> NO    <input type="checkbox"/> YES</p> <p>b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? <b>If Yes, briefly describe:</b>    <input type="checkbox"/> NO    <input type="checkbox"/> YES</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>Crown - by Esme Lombard</u> Date: <u>June 23, 2016</u>		
Signature: <u></u>		

Project: Date: 

***Short Environmental Assessment Form  
Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

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

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

Project:

Date:

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

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

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

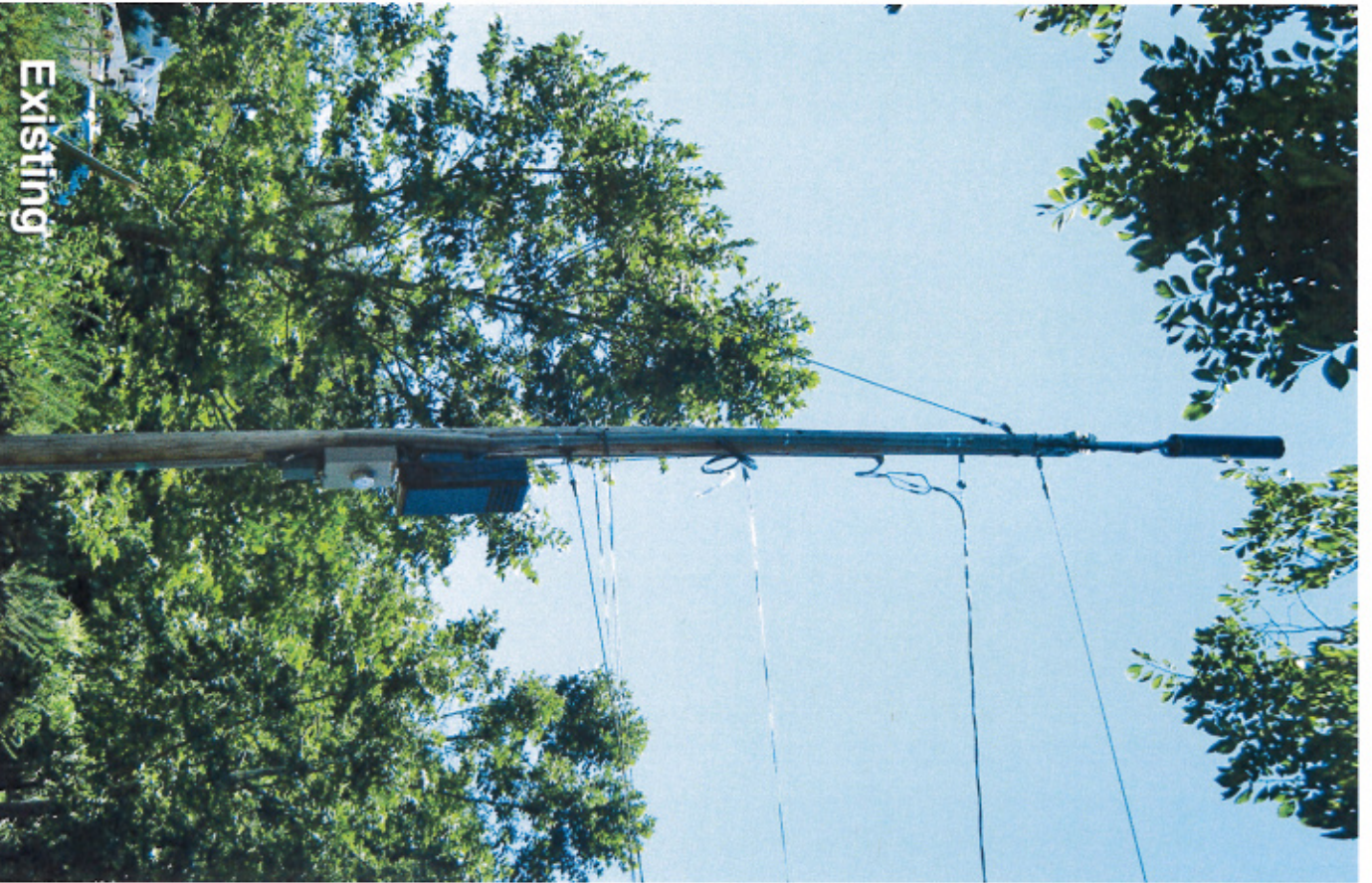
\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**





Existing



proposed replacement cabinet

Proposed

Pole Top 3



Polygon	Customer Node ID	Crown Node ID	Pole ID	Pole Type	Node Latitude	Node Longitude	Node Street Address
Rye_1	ODAS_WEST_N192	Rye_1_001	W29	Commzone	40.979977	-73.699977	290 North st
Rye_1	ODAS_WEST_N193	Rye_1_002	W11S	Wood Pole Top	40.976517	-73.693379	95 North st
Rye_1	ODAS_WEST_N194	Rye_1_003	W1	Commzone	40.974761	-73.694671	12 Sharon Ln
Rye_1	ODAS_WEST_N195	Rye_1_004	W18	Wood Pole Top	40.973615	-73.693455	11 North st
Rye_1	ODAS_WEST_N196	Rye_1_005	T47 S	Wood Pole Top	40.978064	-73.692768	2 Hammond Rd
Rye_1	ODAS_WEST_N198	Rye_1_007	29	Wood Pole Top	40.982784	-73.696418	255 Central ave
Rye_1	ODAS_WEST_N199	Rye_1_008	VZ4	Commzone	40.979682	-73.697097	124 Maple ave
Rye_1	ODAS_WEST_N203	Rye_1_012	NYT21	Wood Pole Top	40.984000	-73.693498	190 Locust ave
Rye_1	ODAS_WEST_N206	Rye_1_015	T610	Commzone	40.980935	-73.681797	44 Grace Church St
Rye_1	ODAS_WEST_N207	Rye_1_016	NYT 9	Commzone	40.982891	-73.679760	8 Holly Ln
Rye_1	ODAS_WEST_N208	Rye_1_017_B		Wood Pole Top	40.984595	-73.680535	7 Thistle Ln
Rye_1	ODAS_WEST_N211	Rye_1_020	W5	Wood Pole Top	40.984591	-73.683514	17 Purdy ave
Rye_1	ODAS_WEST_N216	Rye_1_025	T16	Commzone	40.983397	-73.690144	151 Locust ave
Rye_1	ODAS_WEST_N218	Rye_1_027	N/A	Wood Pole Top	40.986494	-73.677473	17 Peck ave
Rye_1	ODAS_WEST_N219	Rye_1_028	17990	Wood Pole Top	40.987004	-73.682348	33 Cedar st
Rye_1	ODAS_WEST_N221	Rye_1_030	P5	Wood Pole Top	40.984812	-73.688870	14 Ridgewood Dr
Rye_1	ODAS_WEST_N222	Rye_1_031	W12	Wood Pole Top	40.985742	-73.686616	4 Ridgewood Dr
Rye_1	ODAS_WEST_N223	Rye_1_032	NYT1	Wood Pole Top	40.987111	-73.687746	64 Highland Rd
Rye_2	ODAS_WEST_N226	Rye_2_001	T23	Commzone	40.973723	-73.699185	401 Theodore Fremd Ave
Rye_2	ODAS_WEST_N228	Rye_2_003	T6	Commzone	40.969580	-73.702641	555 Theodore Fremd Ave
Rye_2	ODAS_WEST_N229	Rye_2_004	NYT 1	Wood Pole Top	40.969450	-73.697551	37 Colby Ave
Rye_2	ODAS_WEST_N231	Rye_2_006	W18	Commzone	40.968234	-73.703793	330 Theall Rd
Rye_2	ODAS_WEST_N234	Rye_2_009	3701	Wood Pole Top	40.968870	-73.692753	80 Claremont Ave
Rye_2	ODAS_WEST_N237	Rye_2_012	NYT16	Wood Pole Top	40.966170	-73.706003	110 Glen Oaks Dr
Rye_2	ODAS_WEST_N240	Rye_2_015	NYT 1	Wood Pole Top	40.966355	-73.703546	12 Harding Dr
Rye_2	ODAS_WEST_N242	Rye_2_017	T4	Wood Pole Top	40.965906	-73.693184	112 Sonn Dr
Rye_2	ODAS_WEST_N248	Rye_2_023	W10	Commzone	40.960297	-73.698198	98 Soundview Ave
Rye_2	ODAS_WEST_N250	Rye_2_025	NYT 2	Wood Pole Top	40.967361	-73.697316	51 Franklin Ave
Rye_2	ODAS_WEST_N252	Rye_2_027	W006624	MSL	40.967448	-73.687004	4 Ellsworth St

On Street	Cross Street 1	Cross Street 2	Pole Location Relative to Cross Street 1
North St	Summit Ave	Glendale Rd	4th Pole West of Summit Ave, on the North Side of North St\West of private road entrance
North St	Hammond Rd	Theodore Fremd Ave	First pole east of Hammond Rd, on the South side of North St
Sharon Ln	Marlene Ct	Pondview Rd	SW corner of Marlene Ct and Pondview Rd
North St	Old Post Rd	Hammond Rd	First pole on the median at the split of Old Post Rd and North St
Theodore Fremd Ave	Hammond Rd	North St	SW corner of Theodore Fremd Ave and Hammond Rd
Central Ave	Summit Ave	Maple Ave	2nd pole East of Summit ave on the South side of Central ave
Maple Ave	North St	Nursery Ln	West side of Maple ave, 4th pole south of Nursery Ln
Locust Ave	Maple Ave	Club Rd	North side of Locust ave, 1st pole West of Club Rd
Grace Church St	Ralston St	Cross St	East side of Grace Church st, and 1st pole south of Ralston st
Holly Ln	Larkspur Ln	Thistle Ln	SE corner of Holly Ln and Larkspur Ln
Thistle Ln	Mistletoe Ln	Larkspur Ln	North side of Thistle Ln, 1 Pole north of Mistletoe Ln
Purdy Ave	School St	2nd St	NW corner of Purdy ave and School st
Locust Ave	Ridgewood Dr	Club Rd	South side of Locust ave, 1st pole west of Ridgewood Dr
Peck Ave	Midland Ave	Boston Post Rd	North side of Peck ave, 3rd pole west of Midland ave
Cedar St	New St	Grandview Ave	South side of Cedar st, 1st pole west of New st
Ridgewood Dr	Iroquois St	Locust Ave	West side of Ridgewood Dr, 6 poles north of Locust ave
Iroquois St	Ridgewood Dr	Dead End	SE corner of Iroquois st and Ridgewood Dr
Highland Rd	Club Rd	Seneca St	NW corner of Highland Rd and Club Rd
Theall Rd	Playland Access Dr	Garver Dr	9th pole south of Playland Acces Dr on the west side of Theall Rd
Theall Rd	Osborne Rd	Garver Dr	West side of Theall Rd, 6th pole north of Osborne Rd
Old Post Rd	Boston Post Rd	Packard Ct	NW corner of Old Post Rd/ Boston Post Rd
Osborne Rd	Coolidge ave	Theall Rd	NW corner of Osborne Rd and Theall Rd
Claremont Ave	Parkway Dr	Parkway Dr	SE corner of Claremont Ave/ Parkway Dr
Glen Oaks Dr	Coolidge Ave	Dead End	NW corner of Glen Oaks Dr and Coolidge Ave
Harding Dr	Hughes Ave	Lasalle Ave	NE corner of Harding Dr and Hughes Ave
Sonn Dr	Crescent Ave	Claremont Ave	1st wooden pole South side of Sonn Dr/ West of Crescent Ave
Soundview Ave	Boston Post Rd	Dead End	11th Wooden pole North side of Soundview Ave/ East of Boston Post Rd
Franklin Ave	Fraydun Pl	Sonn Dr	3rd wooden pole south of Fraydun on west side of Franklin Ave
Playland Pkwy	Milton Rd	Charlotte	SW corner of Playland Pkwy and Milton Rd

Rye_2	ODAS_WEST_N253	Rye_2_028	NYT 58S	Wood Pole Top	40.9665131	-73.686488	444 Milton Rd
Rye_2	ODAS_WEST_N254	Rye_2_029	8	Wood Pole Top	40.9665159	-73.684331	78 Elmwood Ave
Rye_2	ODAS_WEST_N255	Rye_2_030	11	Commzone	40.963749	-73.682672	339 Rye Beach Ave
Rye_2	ODAS_WEST_N256	Rye_2_031	W57	Wood Pole Top	40.964766	-73.681298	511 Forest Ave
Rye_2	ODAS_WEST_N258	Rye_2_033	N/A	Wood Pole Top	40.963471	-73.695140	110 Oakland Beach Ave
Rye_2	ODAS_WEST_N260	Rye_2_035	W4	Wood Pole Top	40.959633	-73.693772	12 Byrd St
Rye_2	ODAS_WEST_N261	Rye_2_036	NYT 8	Commzone	40.960694	-73.691962	19 Hix Ave
Rye_2	ODAS_WEST_N262	Rye_2_037	N/A	Wood Pole Top	40.962217	-73.688585	530 Milton Rd
Rye_2	ODAS_WEST_N264	Rye_2_039	7	Wood Pole Top	40.961629	-73.683708	387 Oakland Beach Ave
Rye_2	ODAS_WEST_N265	Rye_2_040	W13	Commzone	40.959945	-73.683144	630 Forest Ave
Rye_2	ODAS_WEST_N266	Rye_2_041	26A	Wood Pole Top	40.962348	-73.691238	1 Rose St
Rye_2	ODAS_WEST_N267	Rye_2_042	6	Commzone	40.960442	-73.685816	53 Dearborn Ave
Rye_2	ODAS_WEST_N269	Rye_2_044	T78	Commzone	40.959940	-73.688288	2 Garden Dr
Rye_2	ODAS_WEST_N270	Rye_2_045	8	Wood Pole Top	40.958612	-73.685862	4 Fairlawn Ct
Rye_2	ODAS_WEST_N271	Rye_2_046	N/A	New	40.957462	-73.684092	717 Forest Ave
Rye_2	ODAS_WEST_N275	Rye_2_050	4	Wood Pole Top	40.954555	-73.687069	21 Green Ave
Rye_2	ODAS_WEST_N276	Rye_2_051	N/A	Wood Pole Top	40.955742	-73.685681	15 Valleyview Ave
Rye_2	ODAS_WEST_N278	Rye_2_053	6	Wood Pole Top	40.952667	-73.687736	11 Halls Ln
Rye_2	ODAS_WEST_N279	Rye_2_054	NYT 8	Commzone	40.951041	-73.684584	5 Pine Island Rd
Rye_2	ODAS_WEST_N280	Rye_2_055	5	Wood Pole Top	40.961833	-73.693775	10 White Birch Dr
Rye_2	ODAS_WEST_N281	Rye_2_056	T86	Commzone	40.957526	-73.689085	650 Milton Rd
Rye_2	ODAS_WEST_N282	Rye_2_057	N/A	New	40.941949	-73.696417	499 Stuyvesant Ave
Rye_2	ODAS_WEST_N284	Rye_2_059	W14 L330	Wood Pole Top	40.948151	-73.692038	230 Stuyvesant Ave
Rye_2	ODAS_WEST_N285	Rye_2_060	NYT 16	Commzone	40.950422	-73.691306	150 Stuyvesant Ave
Rye_2	ODAS_WEST_N287	Rye_2_062	T118	Commzone	40.948508	-73.688398	999 Forest Ave
Rye_2	ODAS_WEST_N288	Rye_2_063	31	Commzone	40.946246	-73.693019	290 Stuyvesant Ave
Rye_2	ODAS_WEST_N289	Rye_2_064	T 97	Commzone	40.955003	-73.690219	740 Old Milton Rd

Milton Rd	Rye Beach Ave	Mayfield St	1st wooden pole East side of Milton Rd/ North of Rye Beach Ave
Elmwood Ave	Oakwood Ave	Forest Ave	2nd wooden pole West side of Elmwood Ave/ North of Oakwood Ave
Rye Beach Ave	Halstead Pl	Forest Ave	2nd wooden pole North side of Rye Beach Ave/ East of Halstead Pl
Forest Ave	Elmwood Ave	Ridgeland Terrace	NE corner of Forest Ave and Elmwood Ave
Oakland Beach Ave	Griffon Pl	Allendale Dr	South Side of Oakland Beach Ave, 1st Pole East of Griffon Pl
Byrd St	Helen Ave	Lindbergh Ave	1st wooden pole East side of Byrd St/ North of Helen Ave
Hix Ave	Dalphin Dr	Westbank Rd	2nd wooden pole East side of Hix Ave/ North of Dalphin Dr
Oakland Beach Ave	Riverside View Ln	Milton Rd	SE corner of Oakland Beach Ave and Riverside View Ln
Halsted Pl	Oakland Beach Ave	Ormond Pl	NE corner of Halsted Pl and Oakland Beach Ave
Dearborn Ave	Forest Ave	Rickbern St	NW corner of Dearborn Ave and Forest Ave
Oakland Beach Ave	Rose St	Red Oak Dr	SW corner of Oakland Beach Ave and Rose St
Dearborn Ave	Everett St	Newberry Pl	NW corner of Dearborn Ave and Everett St
Garden Dr	Milton Rd	Orchard Dr	South side of Garden Dr, 1st pole in from Milton Dr
Fairlawn Ct	Dead End	Everett St	South Side of Fairlawn Ct, 2nd Pole East of Everett St
Forest Ave	Phillips Ln	Stanley Keyes Ct	Drop a new pole in front of 717 Forest Ave, across from existing pole
Green Ave	Fairway Ave	Forest Ave	South Side of Green Ave, 1st Pole of East of Fairway Ave
Valleyview Ave	Forest Ave	Fairway Ave	South Side of Valleyview Ave, 1st Pole West of Forest Ave
Halls Ln	Forest Ave	Stuyvesant Ave	North Side of Halls Ln, 1st Pole West of Forest Ave
Pine Island Rd	Forest Ave	Dead End	South Side of Pine Island Rd, 7th Pole East from Forest Ave
White Birch Dr	Hickory Dr	Oakland Beach Ave	NW corner of White Birch Dr and Hickory Dr
Milton Rd	Hewlett Ave	Stuyvesant Ave	3rd wooden pole West side of Milton Rd and South of Hewlett Ave
Stuyvesant Ave	Dead End	Van Wagenen Ave	East Side of Stuyvesant Ave, 2nd Pole North of Dead End, propose to replace pole on pri
Stuyvesant Ave	Van Wagenen Ave	Dead End	SW corner of Stuyvesant Ave and Van Wagenen Ave
Stuyvesant Ave	Van Wagenen Ave	Barron Pl	West Side of Stuyvesant Ave, 4th Pole North of Van Wagenen Ave
Forest Ave	Magnolia Pl	Van Wagenen Ave	4th Pole South of Magnolia Pl/ East Side of Forest Ave
Stuyvesant Ave	Van Wagenen Ave	Dead End	West Side of Stuyvesant Ave, 8th Pole South of Van Wagenen Ave
Old Milton Rd	Stuyvesant Ave	Dead End	West Side of Old Milton Rd, 4th Pole south of Stuyvesant Ave

Title:	Noise Emission From ION-M 17P/19P	Doc-No.:	
File:	Noise Emission ION-M_RevA.doc	Rev.:	A
Distribution:	NextG	Security:	confidential
Author:	Arndt Pischke	Date:	2010-03-22
Responsible:		Department:	AMBG – R&D

# Noise Emission From ION-M 17P/19P

## 1 General

This report summarizes results from noise measurements of ION-M 17P/19P remote units. The units were also placed in a shroud. The report compares the noise emission of a single remote unit with the emission of 2 remote units.

## 2 Test Setup

Measurements were done first outside of the Andrew building and later indoor. The outdoor noise floor was too high for measuring distances larger than 5m. Indoor measurements confirmed the noise levels in a small range 1-5 m. Larger distances could not be measured because of the size of the room.

For larger distances the measured values were extrapolated according to standard acoustic calculations. The **sound pressure level (SPL)** decreases with doubling of distance by (-)6 dB. The sound pressure decreases with the ratio  $1/r$  to the distance.

Measurement device: CHAUVIN ARNOUX Sonometre CDA 830 No. \*8662\*

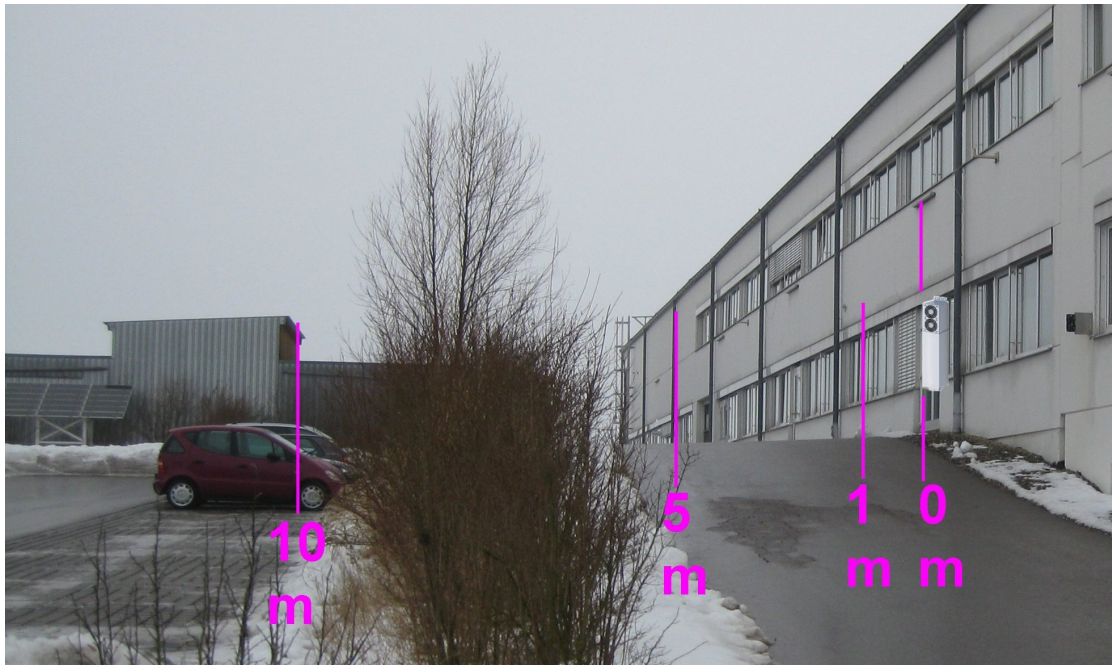
Settings: Lo = 35 - 100dB, Response: Fast, Funct: A

Measurement tolerance  $\pm 2$  dB.



Indoor measurement setup.

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Outdoor measurement setup.

### 3 Measurement Results

The differences between measurements with a shroud and without is +0.8 / -0.3 dBA and are in the same region as the measurement uncertainty of the noise measurement device. Therefore data from measurements without shroud are good approximations for measurements with shroud and vice versa.

The following graph shows the sound pressure level versus distance from the ION-M 17P/19P remote unit for different parameter variations. In the tests at 35°C ambient temperature and 43dBm output power (upper curve) the fans were running on 100%, i.e. that curve is the upper limit of noise emission from one ION remote unit.

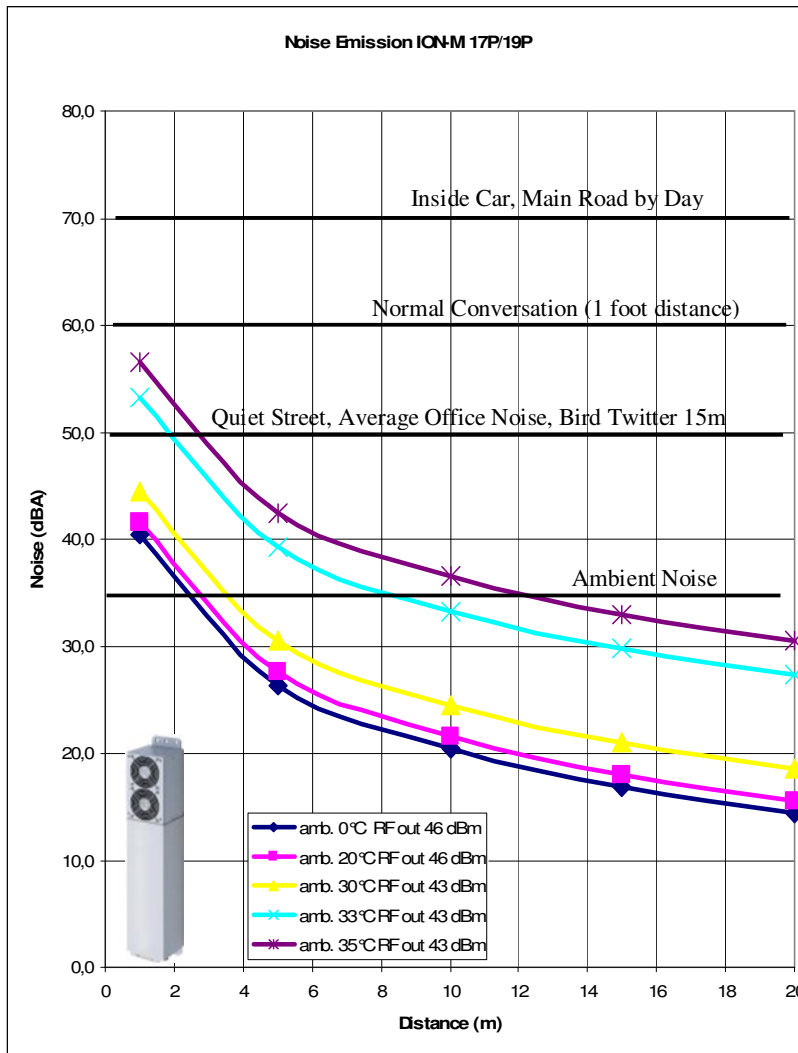
The lower curve (0°C and 46dBm output power) represents the noise emission for the lowest fan speed, i.e. it represents the lowest possible noise from the remote unit.

The ambient noise floor is at around 35 dBA. Measurements were possible only to this limit. Values below the ambient noise were calculated according to standard acoustic calculations (<http://www.sengpielaudio.com/calculator-distance.htm>). 35dBA corresponds to a “very quiet room fan at low speed at 1 m distance.

From the graph it can be seen that the crossing of the upper curve (fan runs on 100% speed) with the ambient noise floor is at 12m distance. At that point the noise of an ION remote unit should not be detectable for a person. That should be the same for a remote unit in a shroud.

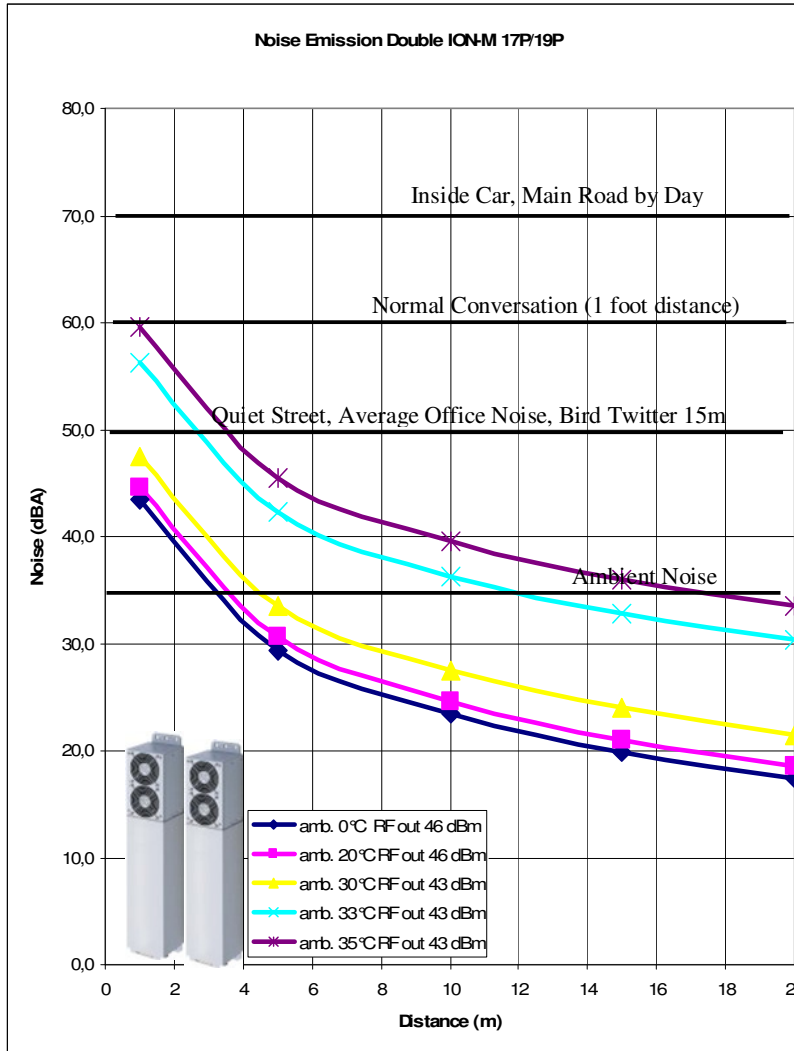
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File:	Noise Emission ION-M_RevA.doc	Rev.:	A
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Author:	Arndt Pischke	Date:	2010-03-22
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The following graph shows the sound pressure level of *two* ION-M 17P/19P remote units. Also here the difference between measurement with and without shroud are neglectable.  
 The crossing of the worst case noise from the 2 ION remotes with the noise floor is at 17 meters. At that distance the ION noise is not longer hearable by a person.  
 The lowest curve represents the noise emission at the slowest fan speed. I.e. at a distance of 3 meters the 2 ION remote units are not hearable.

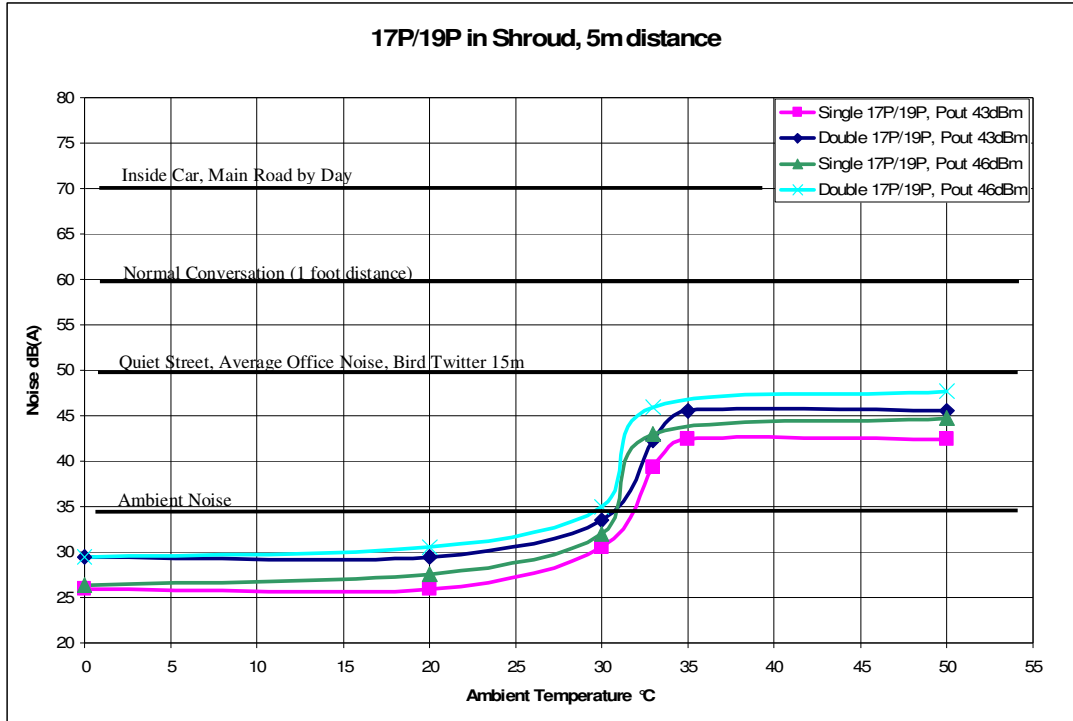






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The following graph displays the noise measurements of one or two remote units in a shroud at a distance of 5 meters.  
 At that distance the IONs become hearable by a person at around 30°C (hot summer day).



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## 4 References

<b>How loud is dangerous? Typical dbA levels</b>	
190 dBA	Heavy weapons, 10 m behind the weapon (maximum level)
180 dBA	Toy pistol fired close to ear (maximum level)
170 dBA	Slap on the ear, fire cracker explodes on shoulder, small arms at a distance of 50 cm (maximum level)
160 dBA	Hammer stroke on brass tubing or steel plate at 1 m distance, airbag deployment very close at a distance of 30 cm (maximum level)
150 dBA	Hammer stroke in a smithy at 5 m distance (maximum level)
130 dBA	Loud hand clapping at 1 m distance (maximum level)
120 dBA	Whistle at 1 m distance, test run of a jet at 15 m distance
	<b>Threshold of pain, above this fast-acting hearing damage in short action is possible</b>
115 dBA	Take-off sound of planes at 10 m distance
110 dBA	Siren at 10 m distance, frequent sound level in discotheques and close to loudspeakers at rock concerts, violin close to the ear of an orchestra musicians (maximum level)
105 dBA	Chain saw at 1 m distance, banging car door at 1 m distance (maximum level), racing car at 40 m distance, possible level with music head phones
100 dBA	Frequent level with music via head phones, jack hammer at 10 m distance
95 dBA	Loud crying, hand circular saw at 1 m distance
90 dBA	Angle grinder outside at 1 m distance
	<b>Over a duration of 40 hours a week hearing damage is possible</b>
85 dBA	2-stroke chain-saw at 10 m distance, loud WC flush at 1 m distance
80 dBA	Very loud traffic noise of passing lorries at 7.5 m distance, high traffic on an expressway at 25 m distance
75 dBA	Passing car at 7.5 m distance, un-silenced wood shredder at 10 m distance
70 dBA	Level close to a main road by day, quiet hair dryer at 1 m distance to ear
65 dBA	<b>Bad risk of heart circulation disease at constant impact is possible</b>
60 dBA	Noisy lawn mower at 10 m distance
55 dBA	Low volume of radio or TV at 1 m distance, noisy vacuum cleaner at 10 m distance
50 dBA	Refrigerator at 1 m distance, bird twitter outside at 15 m distance
45 dBA	Noise of normal living; talking, or radio in the background
40 dBA	<b>Distraction when learning or concentration is possible</b>
35 dBA	Very quiet room fan at low speed at 1 m distance
25 dBA	Sound of breathing at 1 m distance
0 dBA	Auditory threshold

<http://www.sengpielaudio.com/TableOfSoundPressureLevels.htm>

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Important thresholds on the decibel scale:

0 dBA

Threshold of hearing

20 dBA

Rustling leaves, quiet living room

30 dBA

Quiet office

40 dBA

Quiet conversation

45 dBA

Threshold of distraction, according to EPA

50 dBA

Quiet street, average office noise

60 dBA

Normal conversation (1 foot distance)

70 dBA

Inside car

75 dBA

Loud singing (3 feet)

80 dBA

Typical home-stereo listening level

— <http://tldp.org/HOWTO/Unix-Hardware-Buyer-HOWTO/index.html>

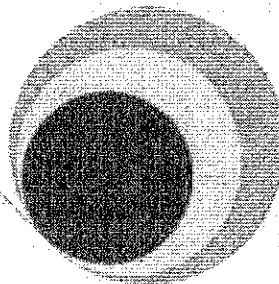
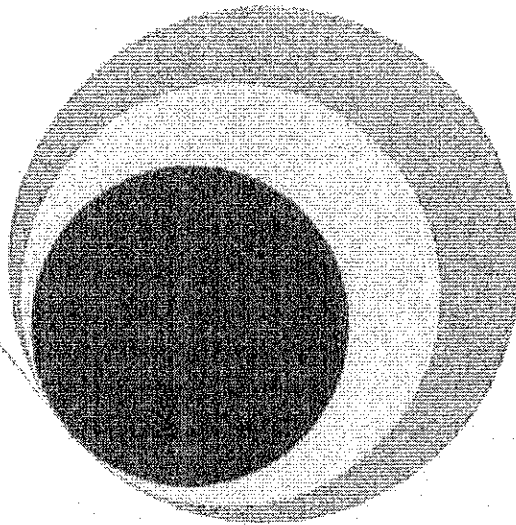




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In [http://www.engineeringtoolbox.com/decibel-dba-levels-d\\_728.html](http://www.engineeringtoolbox.com/decibel-dba-levels-d_728.html) is also a list of “Acceptable Noise – dBA Levels.

Location	Effects	$L_{eq}$ (dBA)	Time (hours)	Time of day
Bedroom	sleep disturbance, annoyance	> 30	8	night
Living area	annoyance, speech interference	> 50	16	day
Outdoor living area	moderate annoyance	> 50	16	day
Outdoor living area	serious annoyance	> 55	16	day
Outdoor living area	sleep disturbance, with open windows	> 45	8	night
School classroom	speech interference, communication disturbance	> 35	8	day
Hospitals patient rooms	sleep disturbance, communication interference	> 30-35	8	day and night

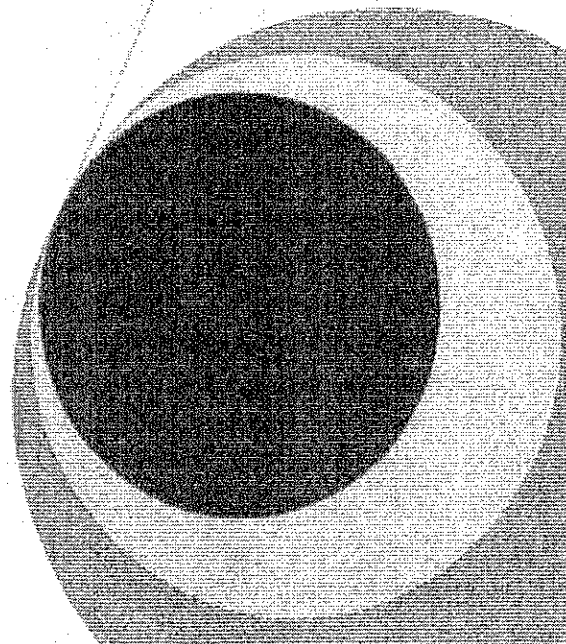


# RF Radiation Comparison

Between a Typical DAS Node and Typical Household Appliances

February 6, 2012

Prepared by: Crown Castle USA



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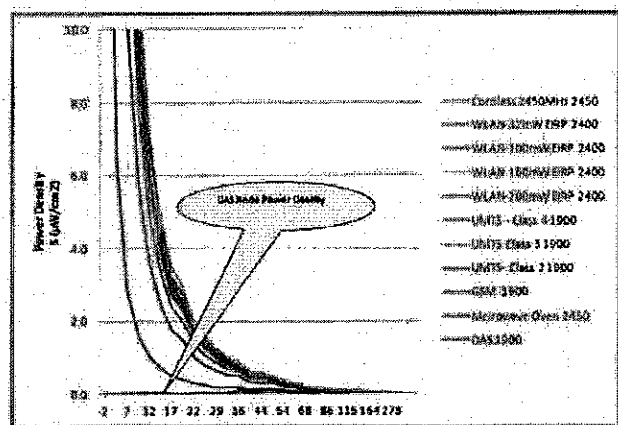
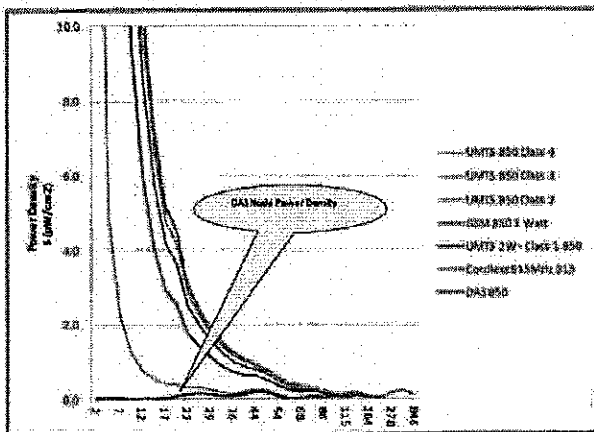
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## I. Executive Summary

The power density calculations for DAS nodes as calculated in this report represent the absolute maximum power. In the real world, the power density produced by DAS node are substantially lower than the levels show in Exhibits 3.2 and 3.3. The reason for lower levels is that other factors, such as foliage, other manmade or natural obstacles attenuate RF energy and therefore lower the power density level; however for sake of simplicity they were not considered in the power density calculations. Notwithstanding that as demonstrated in the preceding sections, the RF energy emitted by a DAS node:

- (a) meets the FCC's maximum permissible exposure,
- (b) is substantially below the maximum power density levels indicated in FCC Bulletin 65; and
- (c) is substantially lower than the RF energy found in the home from common household appliances.

**Exhibit I.1 Power Density Comparison between DAS Node and Other Home Appliances Operating in Bands 4 and 5 as a Function of Distance**



## 1. Introduction

In recent years there has been considerable discussion and concern about the possible hazards of electromagnetic radiation (EMR)<sup>1</sup>, including both radio frequency (RF)<sup>2</sup> energy and power frequency (50-60 Hz) electromagnetic fields.

The electromagnetic spectrum includes all the various forms of electromagnetic energy from low frequency energy (non-ionizing)<sup>3</sup> to X-rays and gamma rays, which have very high frequencies and correspondingly short wavelengths (ionizing<sup>4</sup>). In between these extremes are radio waves, microwaves, infrared radiation, visible light, and ultraviolet radiation, in that order. The RF part of the electromagnetic spectrum is generally defined as that part of the spectrum where electromagnetic waves have frequencies in the range of about 3 KHz to 300 GHz.

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<sup>1</sup> - Electromagnetic Radiation (EMR) is defined as the propagation of energy through space in the form of waves or particles.

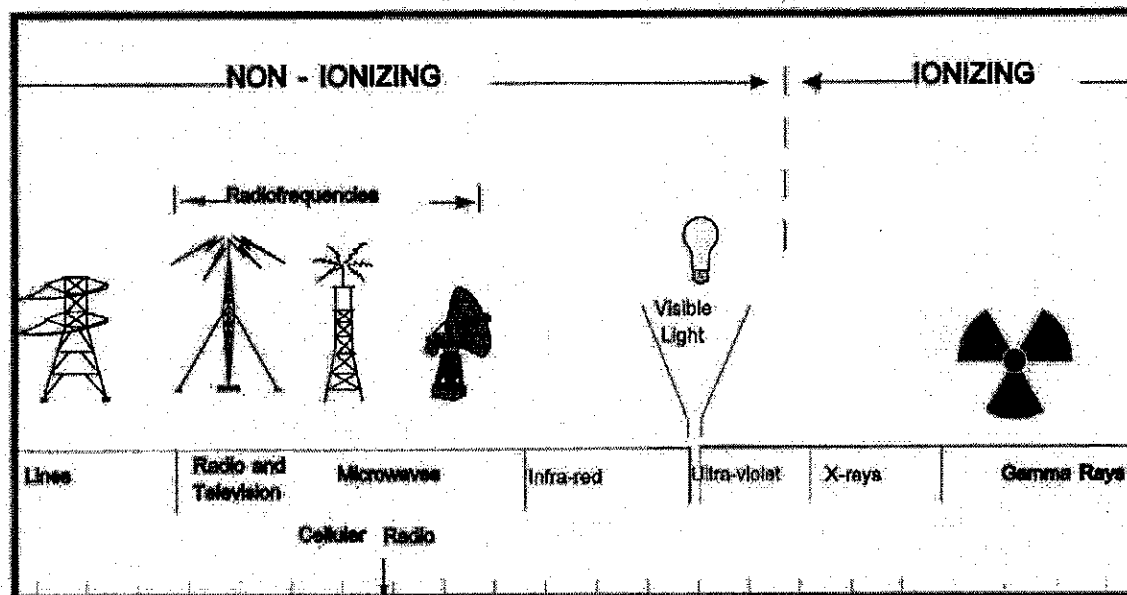
<sup>2</sup> - Radio waves and microwaves are forms of electromagnetic energy that are collectively described by the term "radiofrequency" or "RF."

<sup>3</sup> - Non-ionizing radiation ranges from extremely low frequency radiation, through the audible, microwave and visible portions of the spectrum into the ultraviolet range.

<sup>4</sup> - Ionizing radiation is higher frequency ultraviolet radiation, which begins to have enough energy to break chemical bonds.



## Exhibit 1.1 - The Electromagnetic Spectrum



As can be seen from Exhibit 1.1, the RF field is classified as non-ionizing radiation because the frequency is too low for there to be enough photon energy to ionize atoms. However, at sufficiently high power densities<sup>5</sup>, EMR poses certain health hazards.

The intent of this report is to compare the EMR from RF sources in a typical house with the RF levels produced and/or caused by a distributed antenna system (DAS) node located in the close proximity of the closest house. As stated above, EMR produced by an RF source can be expressed in terms of power density; therefore, the basis for comparing the EMR levels produced by different household appliances (such as wireless LANs, cordless phones, cellular mobile phones, etc.) and DAS node will be the power density level.

## 2. Background

In 1985, the Federal Communications Commission (FCC) adopted the 1982 American National Standards Institute (ANSI) guidelines for purposes of evaluating exposure due to RF

<sup>5</sup> - Power density is the amount of power (time rate of energy transfer) per unit volume.

transmitters licensed and authorized by the FCC. In 1992, ANSI adopted the 1991 Institute of Electrical and Electronics Engineers (IEEE) standard as an ANSI (a revision of its 1982 standard) and designated it ANSI/IEEE C95.1-1992. In 1996, the FCC adopted a modified version of its original proposal. The FCC's action also fulfilled requirements of the Telecommunications Act of 1996 for adopting new RF exposure guidelines. The FCC considered comments submitted by the Environmental Protection Agency (EPA), Food and Drug Administration (FDA), National Institute for Occupational Safety and Health (NIOSH) and Occupational Safety and Health Administration (OSHA), the regulating agencies that have primary responsibility for consumer health and safety within the Federal government.

The FCC's guidelines are based on the recommended exposure criteria issued by the National Council on Radiation Protection & Measurements (NCRP) and ANSI/IEEE and are similar to the ANSI/IEEE 1992 guidelines except for differences in recommended exposure levels at lower frequencies and higher frequencies, and for occupational (controlled)<sup>6</sup> and general population (uncontrolled)<sup>7</sup> access areas. Over a broad range of frequencies, the NCRP exposure limits for the public are generally one-fifth that for workers in terms of power density.

The NCRP and ANSI/IEEE exposure criteria are frequency dependent since the whole-body human absorption of RF energy varies with the frequency of the RF signal. The most restrictive limits on exposure are in the frequency range of 30-300 MHz where the human body absorbs RF energy most efficiently when exposed in the far field of an RF transmitting source (The most common use of this band includes FM radio and the VHF television channels 2-13). The Maximum Permissible Exposure (MPE)<sup>8</sup> limits adopted by the FCC in 1996<sup>9</sup> are shown in Exhibits 2.1 and 2.2.

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<sup>6</sup> - Occupational/Controlled Exposure limits are applicable to situations in which persons are exposed as a consequence of their employment, who have been made fully aware of the potential for exposure and can exercise control over their exposure.

<sup>7</sup> - General Population/Uncontrolled Exposure limits are applicable to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure.

<sup>8</sup> - MPE is defined by the plane-wave equivalent power density to which a person may be exposed without harmful effect and with an acceptable safety factor.

<sup>9</sup> - FCC Bulletin 65 has had several revised editions; the New Edition 01-01 of Supplement C supersedes the previous Edition 97-01.

**Exhibit 2.1 - FCC Limits for Maximum Permissible Exposure (MPE) Limits for Occupational (Controlled) Exposure**

Band	Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time  E ,  H  or S (minutes)
1	0.3-3.0	614	1.63	(100)*	6
2	3.0-30	1842/f	4.89/f	(900/f <sup>2</sup> )*	6
3	30-300	61.4	0.163	1	6
4	300-1500	--	--	f/300	6
5	1500-100,000	--	--	5	6

f = frequency in MHz \*Plane-wave equivalent power density

**Exhibit 2.2 - FCC Limits for Maximum Permissible Exposure (MPE) Limits for General Population (Uncontrolled) Exposure**

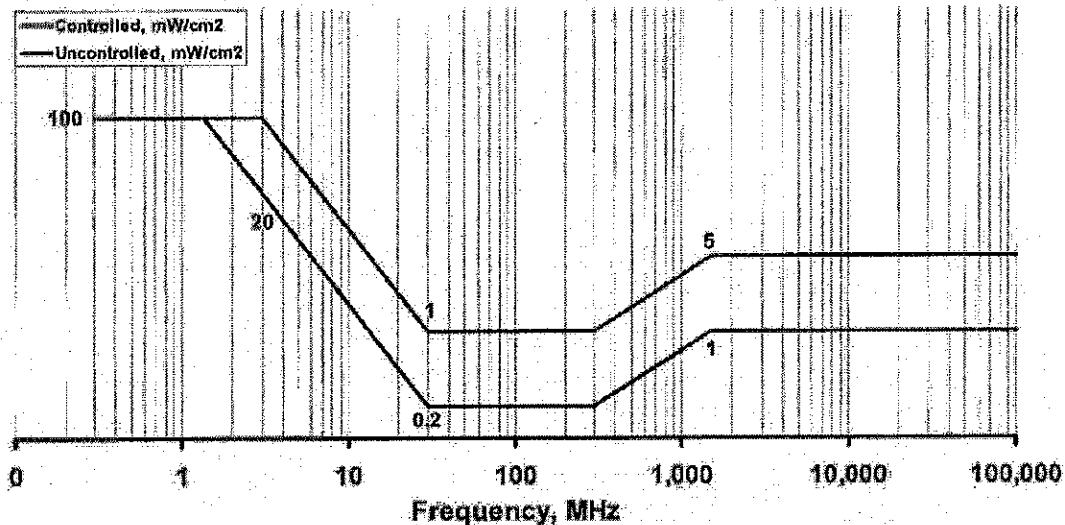
Band	Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time  E ,  H  or S (minutes)
1	0.3-1.34	614	1.63	(100)*	30
2	1.34-30	824/f	2.19/f	(180/f <sup>2</sup> )*	30
3	30-300	27.5	0.073	0.2	30
4	300-1500	--	--	f/1500	30
5	1500-100,000	--	--	1	30

f = frequency in MHz \*Plane-wave equivalent power density

The NCRP and ANSI/IEEE exposure criteria and most other standards also specify "time-averaged" MPE limits. This means that it is permissible to exceed the recommended limits for short periods of time as long as the average exposure (over the appropriate period specified) does not exceed the limit. For example, Exhibit 2.2 shows that for a frequency of 100 MHz, the recommended power density limit is 0.2 mW/cm<sup>2</sup> with an averaging time of thirty (30) minutes (any thirty-minute period) for general public (uncontrolled) exposure.

The absolute MPE limits for different frequencies for occupational (controlled) and general public (uncontrolled) is graphically illustrated in Exhibit 2.3

### Exhibit 2.3 - Absolute MPE Limits for Different Frequencies



RF waves and RF fields have both electrical and magnetic components. It is often convenient to express the strength of the RF field in terms of each component. For example, the unit "volts per meter" (V/m) is used to measure the electric field strength, and the unit "amperes per meter" (A/m) is used to express the magnetic field strength. Another common way to characterize an RF field is by means of the power density. Power density is defined as power per unit area. For example, power density can be expressed in terms of milliwatts (one thousandth of a watt) per square centimeter ( $\text{mW}/\text{cm}^2$ ) or microwatts (one millionth of a watt) per square centimeter ( $\mu\text{W}/\text{cm}^2$ ).

### 3. Theoretical RF Field Calculations for DAS Node

The calculations are based on "worst-case" estimates. That is the estimates assume 100% use of all transmitters simultaneously, and aimed in the same direction. Additionally, the calculations make the assumptions that the surrounding area is a flat plain. The resultant values are conservative in that they over predict actual power densities.

The calculations are based on the following information:

- i. Effective Radiated Power (ERP) in Watts

- ii. Antenna height above ground level (AGL) in meters
- iii. Antenna vertical radiation pattern<sup>10</sup> (G) in dBs

As stated before, power density (S) calculations are used to determine the magnitude of the RF field. The procedure to calculate the power density has been described in FCC Bulletin 65 (referenced above). Based on FCC Bulletin 65, the power density of an RF source is calculated by using equation 9:

$$S = \frac{33.4 \text{ ERP}}{R^2}$$

Where: S = Power Density in  $\mu\text{W}/\text{cm}^2$   
 ERP = Power in Watts  
 R = Distance in Meters

The theoretical power density calculations for DAS node are listed in Exhibit 3.1 and 3.2 for each three degree increment of depression angle (90° being straight down at the base of the DAS node and 0° being straight out from the antenna). All values have been calculated from the height of six feet above ground level (typical human height).

To calculate the percent MPE (%MPE), the following formula is used:

$$\%MPE = \frac{S}{MPE} 100$$

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<sup>10</sup> - Directional antennas are designed to focus the RF signal, resulting in "patterns" of signal loss and gain. Antenna vertical radiation patterns display the loss of signal relative to the direction of propagation due to elevation angle change.

**Exhibit 3.1 - Theoretical RF Field Calculations for DAS Node Operating in Cellular Frequency Band**

ERP = 200 Watts (max./Sector) @ F = 860 - 890 MHz Decibel HDB856DG65EXY Antenna (typical), DAS Node Height 50 feet AGL General Population MPE = 590 $\mu\text{W}/\text{cm}^2$				
Depression Angle (Degree)	Gain (dB)	Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )	% MPE @ 6' AGL
-90	-28.85	0	0.048	0.82%
-87	-29.77	2	0.039	0.66%
-84	-31.03	5	0.029	0.49%
-81	-33.03	7	0.018	0.31%
-78	-36.84	9	0.007	0.12%
-75	-40.00	12	0.003	0.06%
-72	-36.11	14	0.008	0.14%
-69	-29.95	17	0.033	0.55%
-66	-26.03	18	0.079	1.34%
-63	-23.70	22	0.126	2.13%
-60	-22.81	25	0.146	2.47%
-57	-23.26	29	0.123	2.09%
-54	-24.57	32	0.085	1.44%
-51	-24.46	36	0.080	1.36%
-48	-21.86	40	0.134	2.26%
-45	-19.79	44	0.195	3.30%
-42	-19.59	49	0.182	3.09%
-39	-22.41	54	0.084	1.43%
-36	-30.88	61	0.010	0.18%
-33	-24.26	68	0.041	0.70%
-30	-20.31	76	0.086	1.46%
-27	-22.34	86	0.045	0.75%
-24	-40.00	99	0.001	0.01%
-21	-19.23	115	0.057	0.96%
-18	-15.31	135	0.104	1.77%
-15	-18.57	164	0.035	0.59%
-12	-18.83	207	0.021	0.36%
-9	-7.51	278	0.160	2.72%
-6	-2.53	419	0.226	3.83%
-3	-0.25	846	0.094	1.60%
0	0.00	∞	<0.001	<0.001%

**Exhibit 3.3- Theoretical RF Field Calculations for DAS Node Operating in PCS Frequency Band**

ERP = 200 Watts (max./Sector) @ F = 1920 - 1970 MHz  
 Decibel HBV-6517DS-TOM Antenna (typical), DAS Node Height 50 feet AGL  
 General Population MPE = 1000  $\mu\text{W}/\text{cm}^2$

Depression Angle (Degree)	Gain (dB)	Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )	% MPE @ 6' AGL
-90	-36.06	0	0.009	0.09%
-87	-36.24	2	0.009	0.09%
-84	-35.20	5	0.011	0.11%
-81	-34.47	7	0.013	0.13%
-78	-32.84	9	0.018	0.18%
-75	-31.05	12	0.027	0.27%
-72	-30.89	14	0.027	0.27%
-69	-33.46	17	0.015	0.15%
-66	-46.29	18	0.001	0.01%
-63	-33.81	22	0.012	0.12%
-60	-30.27	25	0.026	0.26%
-57	-35.84	29	0.007	0.07%
-54	-29.20	32	0.029	0.29%
-51	-24.08	36	0.088	0.88%
-48	-30.61	40	0.018	0.18%
-45	-25.04	44	0.058	0.58%
-42	-22.70	49	0.089	0.89%
-39	-25.13	54	0.045	0.45%
-36	-26.67	61	0.028	0.28%
-33	-35.42	68	0.003	0.03%
-30	-34.40	76	0.003	0.03%
-27	-30.09	86	0.007	0.07%
-24	-28.47	99	0.009	0.09%
-21	-21.79	115	0.032	0.32%
-18	-17.92	135	0.057	0.57%
-15	-23.64	164	0.011	0.11%
-12	-18.06	207	0.025	0.25%
-9	-18.59	278	0.012	0.12%
-6	-23.52	419	0.002	0.02%
-3	-3.49	846	0.045	0.45%
0	0.00	oo	<.001	<.001%

The theoretical percent MPE calculations for DAS node are listed in Exhibit 3.1 and 3.2 for the same angle and height conditions. The theoretical cumulative % MPE calculations for a DAS node are shown in Exhibit 3.3.

**Exhibit 3.3 - Theoretical Cumulative %MPE Calculation for a DAS Node**

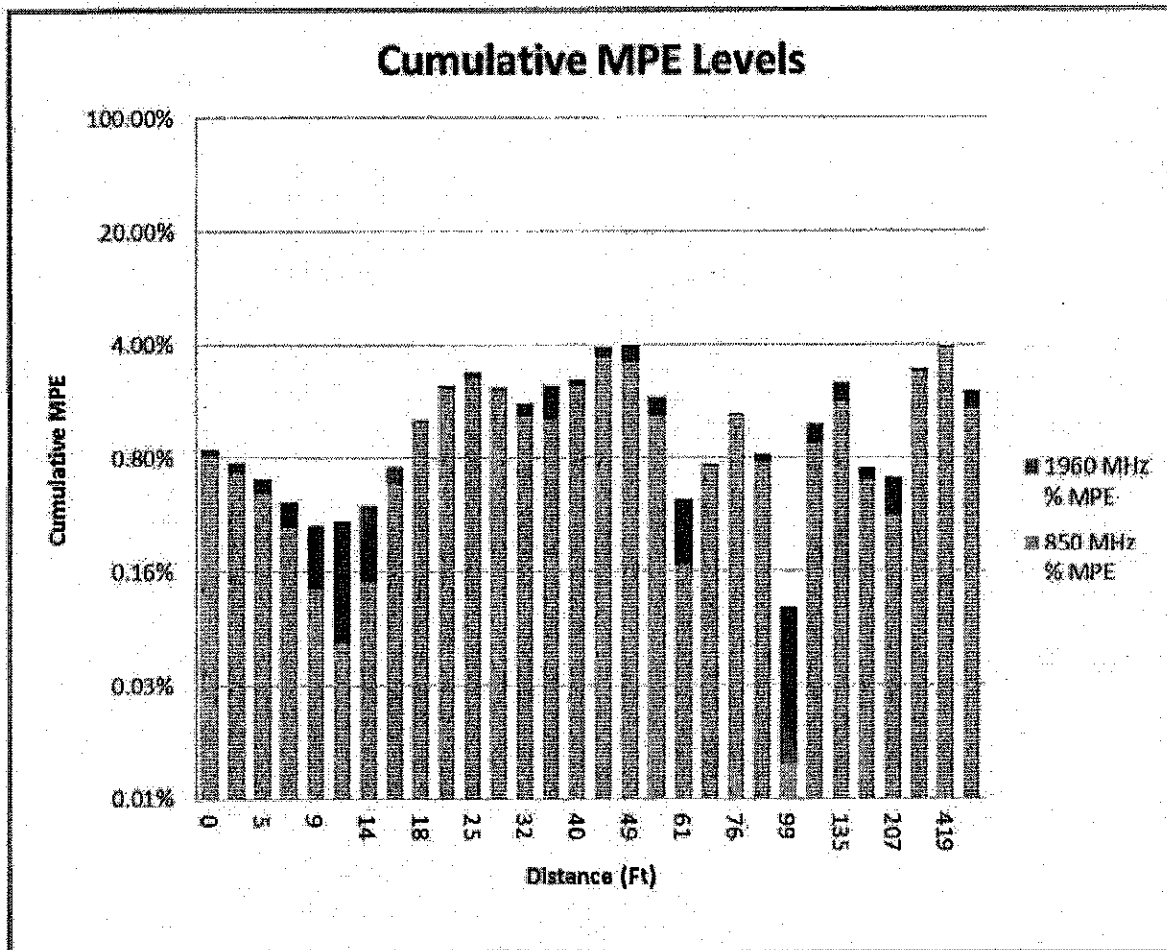
Horizontal Distance (ft)	850 MHz % MPE	1960 MHz % MPE	Cumulative MPE 850 + 1960
0	0.82%	0.09%	0.91%
2	0.66%	0.09%	0.75%
5	0.49%	0.11%	0.60%
7	0.31%	0.13%	0.43%
9	0.12%	0.18%	0.31%
12	0.06%	0.27%	0.33%
14	0.14%	0.27%	0.41%
17	0.55%	0.15%	0.70%
18	1.34%	0.01%	1.34%
22	2.13%	0.12%	2.25%
25	2.47%	0.26%	2.73%
29	2.09%	0.07%	2.16%
32	1.44%	0.29%	1.73%
36	1.36%	0.88%	2.24%
40	2.26%	0.18%	2.44%
44	3.30%	0.58%	3.88%
49	3.09%	0.89%	3.98%
54	1.43%	0.45%	1.88%
61	0.18%	0.28%	0.45%
68	0.70%	0.03%	0.73%
76	1.46%	0.03%	1.50%
86	0.75%	0.07%	0.83%
99	0.01%	0.09%	0.10%
115	0.96%	0.32%	1.28%
135	1.77%	0.57%	2.34%
164	0.59%	0.11%	0.69%
207	0.36%	0.25%	0.61%
278	2.72%	0.12%	2.84%
419	3.83%	0.02%	3.85%
846	1.60%	0.45%	2.05%

Exhibit 3.4 is a graph showing the worst case %MPE generated by the DAS node against linear distance from the base of the DAS node. Note that a logarithmic scale is used to plot the



calculated theoretical %MPE values in order to compare with the MPE of 100%, which is so much larger that it would be off the page in a linear plot. This means that someone 846 feet away from the DAS node would be exposed to RF energy equal to 2.05% of the maximum permissible limits.

Exhibit 3.4 - Cumulative % MPE Graph



#### 4. Theoretical RF Field Calculations for Typical Household Appliances

Typical households contain many devices that emit RF waves. Some of the devices found in almost all households are:

- Microwave Ovens,
- Cellular Phones,
- Wireless LAN
- Laptop Wi-Fi, and
- Cordless Phones.

The following sections provide a brief description about each device along with the typical power emitted by each one.

##### 4.1 Microwave Oven

A microwave oven passes (non-ionizing) microwave radiation (at a frequency near 2.45 GHz) through food, causing dielectric heating primarily by absorption of the energy in water. Microwave ovens became common kitchen appliances in Western countries in the late 1970s, following the development of inexpensive cavity magnetrons.

For the safe exposure limits for microwave ovens, the Occupational Safety & Health Administration (OSHA) refers to the Canadian Centre for Occupational Health and Safety (CCOCS) limits, described as Safety Code 6 and are as follows:

Part III (Microwave Ovens) of the Radiation Emitting Devices Regulation (C.R.C., C. 1370) specifies the following limits for the leakage radiation at 5 cm from the surface of the microwave oven:

- 1.0 mW/cm<sup>2</sup> with test load, and
- 5.0 mW/cm<sup>2</sup> without test load.

Moreover, the U.S. Food and Drug Administration (FDA)<sup>11</sup> states that a Federal standard limits the amount of microwaves that can leak from an oven throughout its lifetime to 5 milliwatts of microwave radiation per square centimeter (mW/cm<sup>2</sup>) at approximately 2 inches from the oven surface. This limit is far below the level known to harm people. Microwave energy also decreases dramatically as you move away from the source of radiation. A measurement made 20 inches from an oven would be approximately one one-hundredth of the value measured at 2 inches. Exhibit 4.1.1 provides the typical power for RF radiated from a microwave oven.

**Exhibit 4.1.1 - Typical RF Radiated from Microwave Oven**

Household Appliance	Power	dBm Level
Typical combined radiated RF power of microwave oven elements	1000 W	60 dBm
Typical RF Leakage based on FDA approved 5.0 mW/cm <sup>2</sup>	0.39	25.9 dBm

The US Food and Drug Administration (FDA) also has a regulation on microwave oven leakage. In Title 21 it states that the power density limit from an operating microwave oven "shall not exceed 1 milliwatt per square centimeter at any point 5 centimeters or more from the external surface of the oven, measured prior to acquisition by a purchaser, and, thereafter, 5 milliwatts per square centimeter at any such point."

The power leakage from the microwave oven will be even lower once an individual is a foot (12 inches) or more away from the oven, since the power is inversely proportional to the square of distance.

Using the power density calculations referenced in Section 3, the power density for microwave ovens is found in Exhibits 4.1.2 below.

**Exhibit 4.1.2 - Power Density Calculations for Microwave Ovens**

<sup>11</sup> - By authority of the Radiation Control for Health and Safety Act of 1968, the Center for Devices and Radiological Health (CDRH) of the FDA develops performance standards for the emission of radiation from electronic products including X-ray equipment, other medical devices, television sets, microwave ovens, laser products and sunlamps.

ERP = 0.39 Watts @ Frequency = 2450 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	13870.680
2	26.085
5	6.485
7	2.855
9	1.585
12	0.998
14	0.679
17	0.486
18	0.415
22	0.276
25	0.215
29	0.170
32	0.136
36	0.109
40	0.088
44	0.072
49	0.058
54	0.047
61	0.038
68	0.030
76	0.024
86	0.019
99	0.014
115	0.011
135	0.008
164	0.005
207	0.003
278	0.002
419	0.001
846	0.000

## 4.2 Cellular Phones

Cellular (cell) phones first became widely available in the United States in the early 1980s but their use has increased dramatically since then. The CTIA – The Cellular Telecommunications & Internet Association (CTIA) has released survey data that shows in 2011, the number of wireless subscriber connections now outnumbers the U.S. population, adding up to a wireless penetration rate of 103.9%. Other highlights from the survey, monitoring wireless industry activity from January through June, indicate that wireless subscriber connections were at 327.6 million, up 9% from mid-year 2010.

Cell phones give off RF waves and based on the large and still growing number of cell phone users (both adults and children), it is therefore safe to assume that there are at least a minimum of two cell phones within each household. Exhibit 4.2.1 provides the listing of the maximum output power for cell phones typically used by subscribers.

**Exhibit 4.2.1 - Typical Cell Phone Type and RF Output Power**

Cell Phone Type	Power	dBm level
Max. output from a GSM, UMTS/3G cell phone (Power class 1 mobiles)	2 W	33 dBm
Max. output power from GSM 1900 MHz cell phone	1 W	30 dBm
Max. output from a UMTS/3G cell phone (Power class 2 mobiles)	500 mW	27 dBm
Max. output from a UMTS/3G cell phone (Power class 3 mobiles)	250 mW	24 dBm
Max. output from a UMTS/3G cell phone (Power class 4 mobiles)	125 mW	21 dBm

Using the power density calculations referenced in Section 3, the power density for each handset type is found in Exhibits 4.2.2 to 4.2.7.

**Exhibit 4.2.2 - Power Density Calculations for GSM/UMTS Class 1 Cell Phones**

ERP = 2 Watts @ Frequency = 850 & 1900 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	71808.654
2	135.044
5	33.574
7	14.782
9	8.207
12	5.166
14	3.514
17	2.517
18	2.147
22	1.429
25	1.113
29	0.880
32	0.702
36	0.566
40	0.458
44	0.371
49	0.300
54	0.243
61	0.195
68	0.156
76	0.123
86	0.096
99	0.073
115	0.055
135	0.039
164	0.027
207	0.017
278	0.009
419	0.004
846	0.001

**Exhibit 4.2.3 - Power Density Calculations for GSM/UMTS Class 1 Cell Phones**

ERP = 2 Watts @ Frequency = 850 & 1900 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	71808.654
2	135.044
5	33.574
7	14.782
9	8.207
12	5.166
14	3.514
17	2.517
18	2.147
22	1.429
25	1.113
29	0.880
32	0.702
36	0.566
40	0.458
44	0.371
49	0.300
54	0.243
61	0.195
68	0.156
76	0.123
86	0.096
99	0.073
115	0.055
135	0.039
164	0.027
207	0.017
278	0.009
419	0.004
846	0.001

**Exhibit 4.2.4 - Power Density Calculations for GSM 1 Watt Cell Phones**

ERP = 1 Watts @ Frequency = 850 & 1900 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	35904.327
2	67.522
5	16.787
7	7.391
9	4.104
12	2.583
14	1.757
17	1.259
18	1.074
22	0.715
25	0.556
29	0.440
32	0.351
36	0.283
40	0.229
44	0.185
49	0.150
54	0.122
61	0.098
68	0.078
76	0.062
86	0.048
99	0.037
115	0.027
135	0.020
164	0.013
207	0.008
278	0.005
419	0.002
846	0.001



**Exhibit 4.2.5 - Power Density Calculations for UMTS Class 2 Cell Phones**

ERP = 0.50 Watts @ Frequency = 850 & 1900 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	17952.163
2	33.761
5	8.393
7	3.696
9	2.052
12	1.292
14	0.879
17	0.629
18	0.537
22	0.357
25	0.278
29	0.220
32	0.176
36	0.141
40	0.114
44	0.093
49	0.075
54	0.061
61	0.049
68	0.039
76	0.031
86	0.024
99	0.018
115	0.014
135	0.010
164	0.007
207	0.004
278	0.002
419	0.001
846	0.000

**Exhibit 4.2.6 - Power Density Calculations for UMTS Class 3 Cell Phones**

ERP = 0.250 Watts @ Frequency = 850 & 1900 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	8976.082
2	16.880
5	4.197
7	1.848
9	1.026
12	0.646
14	0.439
17	0.315
18	0.268
22	0.179
25	0.139
29	0.110
32	0.088
36	0.071
40	0.057
44	0.046
49	0.038
54	0.030
61	0.024
68	0.020
76	0.015
86	0.012
99	0.009
115	0.007
135	0.005
164	0.003
207	0.002
278	0.001
419	0.001
846	0.000

**Exhibit 4.2.7 - Power Density Calculations for UMTS Class 4 Cell Phones**

ERP = 1/8 Watts @ Frequency = 850 & 1900 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	4488.041
2	8.440
5	2.098
7	0.924
9	0.513
12	0.323
14	0.220
17	0.157
18	0.134
22	0.089
25	0.070
29	0.055
32	0.044
36	0.035
40	0.029
44	0.023
49	0.019
54	0.015
61	0.012
68	0.010
76	0.008
86	0.006
99	0.005
115	0.003
135	0.002
164	0.002
207	0.001
278	0.001
419	0.000
846	0.000

### 4.3 Wireless LAN

A wireless local area network (WLAN) links two or more devices using some wireless distribution method (typically spread-spectrum or OFDM radio), and usually provides a connection through an access point to the wider internet. This gives users the mobility to move around within a local coverage area and still be connected to the network. Most modern WLANs are based on IEEE 802.11 standards, marketed under the Wi-Fi brand name.

Wireless LANs have become popular in the home due to ease of installation. The survey, by research firm Parks Associates, found that 52 percent of U.S. households with a home network were using wireless technology, compared with 50 percent for Ethernet and about 5 percent for power line networking via electrical wires. (This does not add up to 100 due to some homes usage of a combination of technologies.)

Exhibit 4.3.1 provides the listing of the maximum output power for WLAN typically used in households in the US.

**Exhibit 4.3.1 - Typical WLAN Output RF Power**

Household Wireless Electronics	Power	dBm Level
EIRP for IEEE 802.11n Wireless LAN 40MHz-wide (5mW per MHz) channels in 5GHz sub-band 4 (5735-5835 MHz).	200 mW	23 dBm
	160 mW	22 dBm
EIRP for IEEE 802.11b/g Wireless LAN 20 MHz-wide channels in the 2.4 GHz ISM band (5mW per MHz)	100 mW	20 dBm
Typical Wireless LAN transmission power in laptops.	32.0 mW	15 dBm
	10.0 mW	10 dBm
	4.0 mW	6 dBm
	3.2 mW	5 dBm

Using the power density calculations referenced in Section 3, the power density for each handset type is found in Exhibits 4.3.2 to 4.2.5.

**Exhibit 4.3.2 - Power Density Calculations for WLAN with 200 mW EIRP**

ERP = 125 mWatts @ Frequency = 2400, 3700, 5000 MHz

Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	4488.041
2	8.440
5	2.098
7	0.924
9	0.513
12	0.323
14	0.220
17	0.157
18	0.134
22	0.089
25	0.070
29	0.055
32	0.044
36	0.035
40	0.029
44	0.023
49	0.019
54	0.015
61	0.012
68	0.010
76	0.008
86	0.006
99	0.005
115	0.003
135	0.002
164	0.002
207	0.001
278	0.001
419	0.000
846	0.000

**Exhibit 4.3.3 - Power Density Calculations for WLAN with 160 mW EIRP**

ERP = 100 mWatts @ Frequency = 2400, 3700, 5000 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	3590.433
2	6.752
5	1.679
7	0.739
9	0.410
12	0.258
14	0.176
17	0.126
18	0.107
22	0.071
25	0.056
29	0.044
32	0.035
36	0.028
40	0.023
44	0.019
49	0.015
54	0.012
61	0.010
68	0.008
76	0.006
86	0.005
99	0.004
115	0.003
135	0.002
164	0.001
207	0.001
278	0.000
419	0.000
846	0.000

**Exhibit 4.3.4- Power Density Calculations for WLAN with 100 mW EIRP**

ERP = 62.5 mWatts @ Frequency = 2400, 3700, 5000 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	2244.020
2	4.220
5	1.049
7	0.462
9	0.256
12	0.161
14	0.110
17	0.079
18	0.067
22	0.045
25	0.035
29	0.027
32	0.022
36	0.018
40	0.014
44	0.012
49	0.009
54	0.008
61	0.006
68	0.005
76	0.004
86	0.003
99	0.002
115	0.002
135	0.001
164	0.001
207	0.001
278	0.000
419	0.000
846	0.000

**Exhibit 4.3.4- Power Density Calculations for Typical Wireless LAN Transmission Power in Laptops**

ERP = 20 mWatts @ Frequency = 2400, 3700, 5000 MHz

Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	718.087
2	1.350
5	0.336
7	0.148
9	0.082
12	0.052
14	0.035
17	0.025
18	0.021
22	0.014
25	0.011
29	0.009
32	0.007
36	0.006
40	0.005
44	0.004
49	0.003
54	0.002
61	0.002
68	0.002
76	0.001
86	0.001
99	0.001
115	0.001
135	0.000
164	0.000
207	0.000
278	0.000
419	0.000
846	0.000



#### 4.4 Cordless Phones

Virtually all telephones sold in the U.S. today use the 900 MHz, 1.9 GHz, 2.4-GHz, or 5.8 GHz bands, though legacy phones may remain in use on the older bands. There is no specific requirement for any particular transmission mode on 900, 1.9, 2.4, and 5.8, but in practice, virtually all newer 900 MHz phones are inexpensive analog models with digital features generally available only on the higher frequencies. Exhibit 4.4.1 provides the typical power authorized by the FCC for cordless phones.

Exhibit 4.4.1 provides the listing of the maximum output power for cordless phones typically used in households in the U.S.

**Exhibit 4.4.1 - Typical Output Power for Cordless Phones**

Device Type	Power	Level dBm
Cordless Phone	> 0.3 W at 915 MHz	>24.8 dBm
	> 0.2 W at 2450 MHz	>23.0 dBm

Using the power density calculations referenced in Section 3, the power density for each handset type is found in Exhibits 4.4.2 to 4.2.3.

**Exhibit 4.4.2- Power Density Calculations for Typical 900 MHz Cordless Phones**

ERP = 0.3 Watts Frequency = 915 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	10771.298
2	20.257
5	5.036
7	2.217
9	1.231
12	0.775
14	0.527
17	0.378
18	0.322
22	0.214
25	0.167
29	0.132
32	0.105
36	0.085
40	0.069
44	0.056
49	0.045
54	0.037
61	0.029
68	0.023
76	0.019
86	0.014
99	0.011
115	0.008
135	0.006
164	0.004
207	0.003
278	0.001
419	0.001
846	0.000

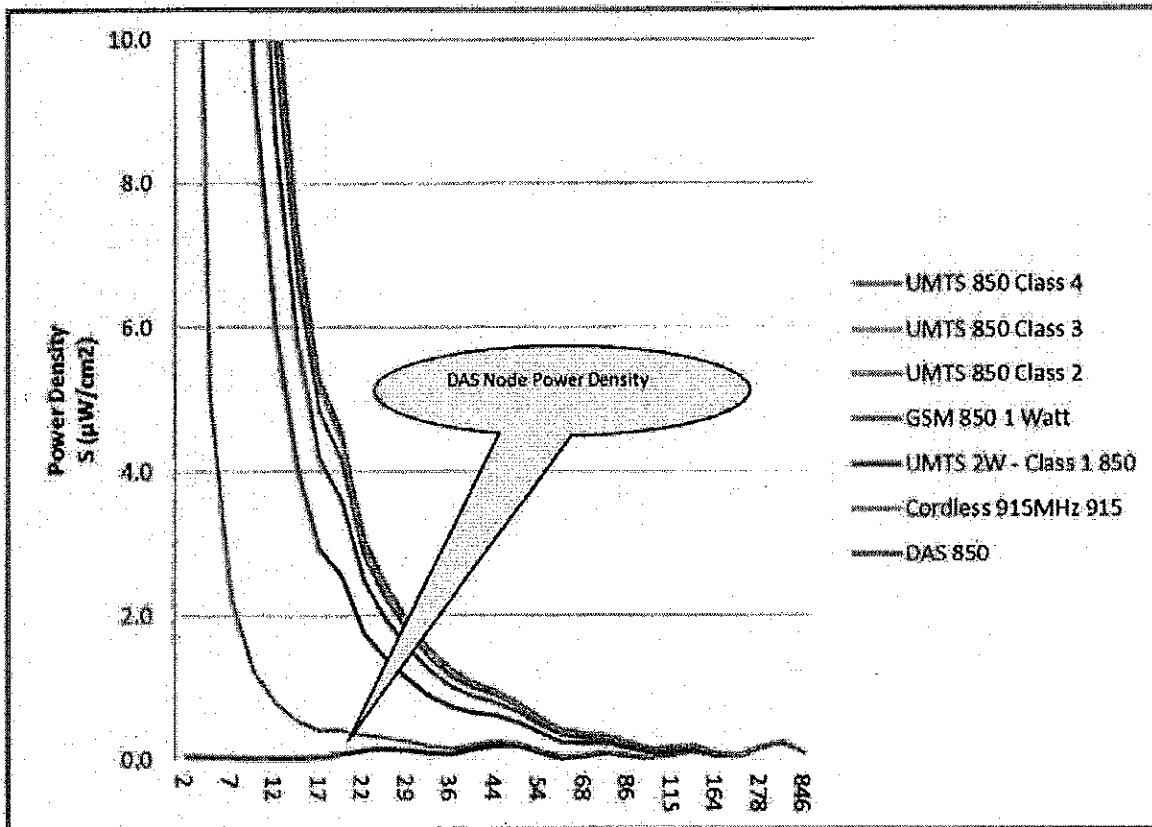
**Exhibit 4.4.3- Power Density Calculations for Typical 2100 MHz Cordless Phones**

ERP = 0.2 Watts @ F = 2459 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	7180.865
2	13.504
5	3.357
7	1.478
9	0.821
12	0.517
14	0.351
17	0.252
18	0.215
22	0.143
25	0.111
29	0.088
32	0.070
36	0.057
40	0.046
44	0.037
49	0.030
54	0.024
61	0.020
68	0.016
76	0.012
86	0.010
99	0.007
115	0.005
135	0.004
164	0.003
207	0.002
278	0.001
419	0.000
846	0.000

## 5. Power Density Comparison between a DAS Node and Typical Household Electronics

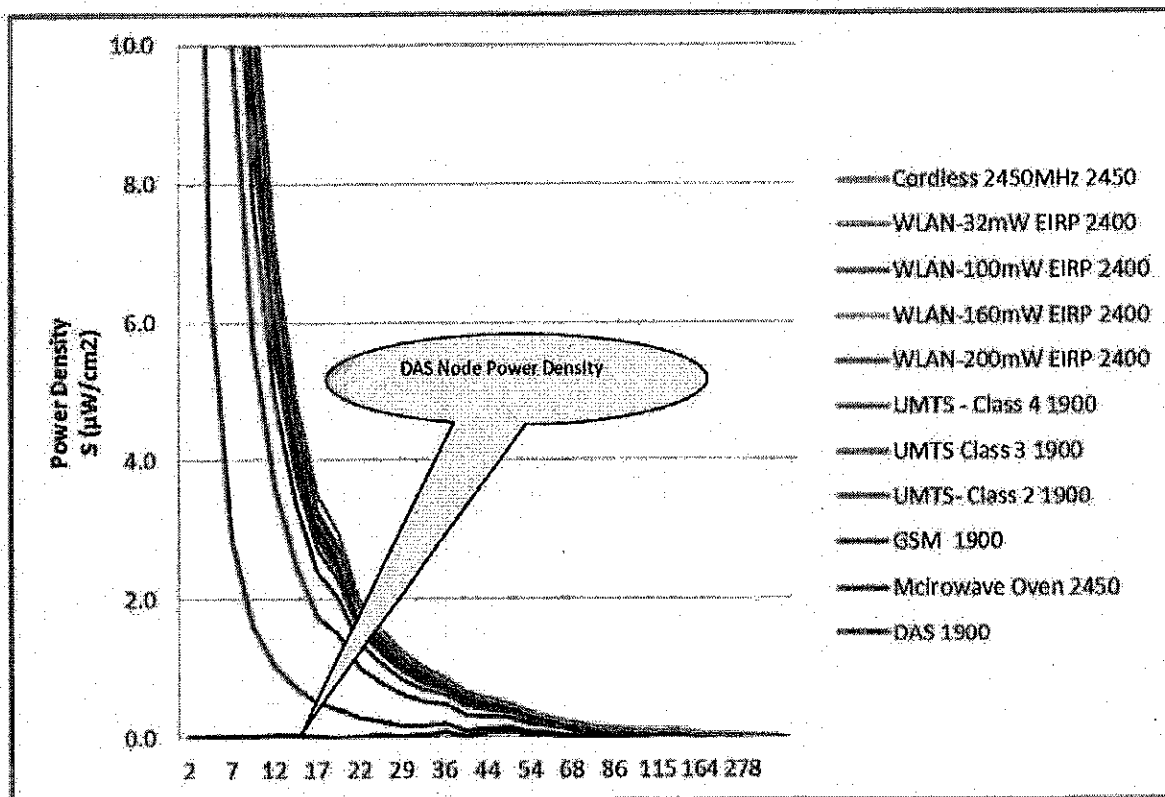
DAS node and typical household electronics emitting RF energy operate in two distant frequency bands, 300-1500 MHz and 1500-100000 MHz<sup>12</sup>. The power density comparison between each of the household devices and the DAS node is shown in Exhibits 5.1 and 5.2

**Exhibit 5.1 Power Density Comparison between DAS Node and Other Home Appliances Operating in Band 4 as a Function of Distance**



<sup>12</sup> - Refer to Exhibit 2.2 for specific frequencies within each band.

**Exhibit 5.2 Power Density Comparison between DAS Node and Other Home Appliances Operating in Band 5 as a Function of Distance**



As can be seen from Exhibits 5.1 & 5.2, in comparison with other household appliances that emit RF waves, DAS node has substantially lower power density than that of typical household appliances.

## Attachment A - Writer's Bio

### Mehran Nazari

Mr. Nazari is the founder and managing director of AdGen Telecom Group, Inc. Mr. Nazari has a wealth of domestic and international wireless telecommunications experience encompassing radio frequency (RF) and network design, technical planning, strategic planning/management and operationally focused consulting organizations. He has more than 25 years of experience in the design, build-out and operations of large to medium wireless networks. He has designed varying technologies from GSM, CDMA, UMTS and LTE to WiFi/WiMax - as a result, he has been involved in strategic planning and implementation of many different generations of telecommunications technologies and infrastructure vendors. In addition to defining technology roadmaps for start-up operations, he has assisted incumbent operators review and refine existing product and service portfolios and well as enabling platform landscapes. He has extensive background and expertise in topology, signaling and interconnect plans between fixed networks in domestic US and international markets. He has served as the lead consultant and acting chief technical officer for several wireless carriers using all air interface technologies and negotiated several large wireless infrastructure contracts with Lucent, Nortel, Ericsson, Siemens, Alcatel and Motorola as well as interconnect agreements with a number of local exchange carriers. Mr. Nazari has extensive knowledge and background in FCC licensing, regulatory compliance and has developed several software programs for automating interference calculations, microwave link reliability and database analysis/manipulation. Mehran received his Bachelor of Science degree from George Washington University in electrical engineering, and is pursuing a master's degree in telecommunications and computer science.



Crown Castle  
131-05 14th Avenue  
College Point, NY 11356

**VIA EMAIL AND US MAIL**

April 8, 2016

Mayor Sack and Rye City Council  
Rye City Hall  
1051 Boston Post Road  
Rye, New York 10580

***RE: City of Rye Crown Castle Right of Way Use Agreement Amendment and Expansion Project***

Dear Mayor Sack and Rye City Council:

I am Esmé Lombard for Crown Castle NG East LLC (“Crown Castle”). On Tuesday, March 15<sup>th</sup>, I and other members of the Crown Castle team, met with Corporation Counsel, Kristen Wilson, City Manager, Marcus Serrano, Assistant City Manager, Eleanor Militana and City Engineer, Ryan Coyne to: (a) initiate a minor amendment to an existing Right of Way Use Agreement (“RUA”) that the City of Rye (“City”) has had in place with Crown Castle since February 17, 2001; and (b) discuss Crown Castle’s plans to expand its existing equipment in the City in the upcoming months.

As you may know, Crown Castle provides telecommunications services to its customers, specifically, radio frequency (“RF”) transport services. It does so via telecommunications networks installed in the public rights-of-way (“Networks”), which integrates elements including fiber optic cables as well as personal wireless services facilities, such as antennas and related equipment (collectively, “Equipment”). Crown Castle’s Networks are sometimes referred to as Small Cell Networks, or more specifically, Distributed Antenna Systems (“DAS”).

**Background: Existing RUA Between the City & Crown Castle**

By way of background, the City and Crown Castle executed an RUA, dated February 17, 2011, that is still in effect. The term of the RUA is ten (10) years with three (3) successive terms of five (5) years.

The RUA enables Crown Castle to locate Equipment for its Networks on the existing incumbent infrastructure located within the public right-of-way for the purposes of a Distributed Antenna System for our clients – in this case Verizon Wireless.

For use of the public right-of-way the City receives five percent (5%) of Crown Castle’s adjusted gross revenues

from services provided in the City for each Equipment location, regardless of the ownership of the infrastructure (utility poles are typically owned by the telephone or electric provider). In addition, Crown Castle compensates the City five hundred dollars (\$500.00) annually for each City-owned pole upon which equipment is attached to, with annual increases. This is the same rate structure that Crown Castle has in place with other municipalities throughout the region.

Crown Castle is seeking a minor amendment to Exhibit A of the existing RUA. Exhibit A provides specs of the proposed Equipment. Throughout Exhibit A, certain Equipment is referred to as “DoITT approved shroud.” Crown Castle would like to change the language throughout the RUA to “Con Edison approved shroud,” as Con Edison is in fact the local utility who owns most of the poles in the right-of-way in the City. It should be noted that the Con Edison approved shroud is slightly larger than the DoITT approved shroud. However, it is the relevant shroud, as DoITT does not own or control any of the poles contemplated in the RUA, or, to my knowledge, any poles within the City.

The existing RUA, including the original Exhibit A, as well as the proposed draft amendment to Exhibit A, are enclosed for your review as Attachment 1. Photos of the existing Equipment types and a location map were provided in a package sent to you, dated April 1, 2016, enabling you to visit the subject sites prior to the April 13, 2016 Board Meeting.

### **Existing & Proposed Location of Crown Castle’s Equipment**

In addition to the existing nine (9) Equipment locations that have been operational in the City since February 2011, Crown Castle has been commissioned by our client to attach its Equipment to approximately seventy-three (73) additional locations within the City’s right-of-way. All but two (2) of those locations are on existing wooden poles. Two (2) locations will require the placement of a new pole.

The existing RUA authorizes the installation and operation of Crown Castle’s Equipment and Network in, under, and over the public ways of the City on standard-design prefabricated steel poles, wooden distribution poles, newly installed poles and other available structures throughout the City. Crown Castle has complied with and will continue to do so for the new installations with all relevant provisions of the City Code as such provisions are applied to the incumbent telecommunications provider (the “ILEC”).

For the two (2) new poles that will be placed within the right-of-way the RUA covers this in Section 3.2, “Where third-party property is not available for attachment of Equipment, NextG (Crown) may install its own utility poles in the Public Way, consistent with the requirements that the City imposes on similar installations made by other utilities that use and occupy the Public Way.”

A map identifying the location of the existing and proposed locations within the City is enclosed as Attachment 2.



## **Crown Castle's Public Utility Status**

Pursuant to the laws of the State of New York, Crown Castle is a public utility and, as such, has been granted a Certificate of Public Convenience and Necessity ("CPCN") (Case No. 03-C-0027, April 4, 2003) by the Public Service Commission of the State of New York ("PSC"). [1] As a result, Crown Castle must be granted access to the public rights of way in the same manner and on the same terms applicable to other certificated telecommunications providers and utilities, as had been the case with the existing RUA.

A copy of Crown's CPCN granted by New York State is enclosed as Attachment 3.

Should you require any additional information prior to the April 13<sup>th</sup> meeting, please do not hesitate to reach out to me at 914-935-1235 or via email – [Esmé.Lombard@crowncastle.com](mailto:Esmé.Lombard@crowncastle.com). We look forward to presenting this project to you on the 13<sup>th</sup> and answering any questions you may have.

Kind Regards,

*Esmé Lombard*

Esmé A. Lombard  
National Real Estate – Contractor  
Crown Castle

Cc: City Manager – Marcus Serrano  
Assistant City Manager – Eleanor Militana  
City Attorney – Kristen Wilson  
City Engineer – Ryan Coyne  
Peter Heimdahl – Regional Director, Government Relations, Crown Castle  
Eli Elbaum – Government Relations Council, Crown Castle  
John Cavaliere – Government Relations Manager, Crown Castle  
Joseph Klem – Government Relations Specialist, Crown Castle

## RIGHT-OF-WAY USE AGREEMENT

**T**HIS RIGHT-OF-WAY USE AGREEMENT (this "Use Agreement") is dated as of February 17, 2011 (the "Effective Date"), and entered into by and between the CITY OF RYE, a New York municipal corporation (the "City"), and NEXTG NETWORKS OF NY, INC. a Delaware corporation ("NextG").

### RECITALS

A. NextG owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the New York State Public Service Commission, a fiber-based telecommunications Network or Networks (as defined below) serving NextG's wireless carrier customers and utilizing microcellular optical repeater Equipment (as defined below) certified by the Federal Communications Commission.

B. For purpose of operating the Network, NextG wishes to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way (as defined below) on facilities owned by the City, as well as on facilities owned by third parties therein.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

**1 DEFINITIONS.** The following definitions shall apply generally to the provisions of this Use Agreement:

**1.1 City.** ("City") shall mean the City of Rye, New York.

**1.2 Decorative Streetlight Pole.** "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

**1.3 Equipment.** "Equipment" means the optical repeaters, DWDM and CWDM multiplexers, antennas, fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by NextG hereunder. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as Exhibit A and incorporated herein by reference.

**1.4 Fee.** "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).

**1.5 Gross Revenue.** "Gross Revenue" shall mean and include any and all income and other consideration collected, received, or in any manner gained or derived by NextG from or in connection with, the provision of RF telecommunication transport services, either directly by NextG or indirectly through a reseller, if any, to customers of such services wholly consummated within the

City, including any imputed revenue derived from commercial trades and barter equivalent to the full retail value of goods and services provided by NextG. "Adjusted Gross Revenue" shall include offset for: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or collected for federal, state, or local government (exclusive of the Municipal Facilities Annual Fee paid to the City provided herein); (b) retail discounts or other promotions; (c) non-collectable amounts due NextG or its customers; (d) refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an asset.

**1.6 ILEC.** "ILEC" means the Incumbent Local Exchange Carrier that provides basic telephone services, among other telecommunications services, to the residents of the City.

**1.7 Installation Date.** "Installation Date" shall mean the date that the first Equipment is installed by NextG pursuant to this Use Agreement.

**1.8 Laws.** "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.

**1.9 Municipal Facilities.** "Municipal Facilities" means City-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers, or other City-owned structures located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

**1.10 Network.** "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical repeater networks operated by NextG to serve its wireless carrier customers in the City.

**1.11 NextG.** "NextG" means NextG Networks of NY, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.

**1.12 Public Way.** "Public Way" means the space in, upon, above, along, across, and over the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

**1.13 PSC.** "PSC" means the New York State Public Service Commission.

**1.14 Services.** "Services" means the RF transport and other telecommunications services provided through the Network by NextG to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by the PSC.

**1.15 Streetlight Pole.** "Streetlight Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.

**2 TERM.** This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement shall be renewed automatically

for three (3) successive terms of five (5) years each on the same terms and conditions as set forth herein, unless NextG notifies the City of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.

**3 SCOPE OF USE AGREEMENT.** Any and all rights expressly granted to NextG under this Use Agreement, which shall be exercised at NextG's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in NextG a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the City except that it is agreed that no zoning or planning board permit, variance, conditional use permit or site plan permit, or the equivalent under the City's ordinances, codes or laws, shall be required for the installation of NextG's Equipment installed in the Public Way and/or on Municipal Facilities, unless such a process has been required for the placement of all communications facilities and equipment in the Public Way by all other telecommunications providers, including but not limited to the ILEC and local cable provider(s).

**3.1 Attachment to Municipal Facilities.** The City hereby authorizes and permits NextG to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services. In addition, subject to the provisions of § 4.5 below, NextG shall have the right to draw electricity for the operation of the Equipment from the power source associated with each such attachment to Municipal Facilities. A denial of an application for the attachment of Equipment to Municipal Facilities shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of NextG's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A.

**3.2 Attachment to Third-Party Property.** Subject to obtaining the permission of the owner(s) of the affected property, the City hereby authorizes and permits NextG to enter upon the Public Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures owned by public utility companies or other property owners located within the Public Way as may be permitted by the public utility company or property owner, as the case may be. Upon request, NextG shall furnish to the City evidence that NextG has entered into the appropriate pole-attachment agreement required pursuant to N.Y. C.L.S. Pub. Ser. § 119-a. A denial of an application for the attachment of Equipment to third-party-owned poles or structures in the Public Way shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of NextG's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A. Where third-party property is not available for attachment of Equipment, NextG may install its own utility poles in the Public Way, consistent with the requirements that the City imposes on similar installations made by other utilities that use and occupy the Public Way.

**3.3 Preference for Municipal Facilities.** In any situation where NextG has a choice of attaching its Equipment to either Municipal Facilities or third-party-owned property in the Public Way, NextG agrees to attach to the Municipal Facilities, provided that (i) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (ii) the rental fee and installation

costs associated with such attachment over the length of the term are equal to or less than the fee or cost to NextG of attaching to the alternative third-party-owned property.

**3.4 No Interference.** NextG in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. The City agrees to require the inclusion of the same or a similar prohibition on interference as that stated above in all agreements and franchises the City may enter into after the Effective Date with other information or communications providers and carriers.

**3.5 Compliance with Laws.** NextG shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.

**4 COMPENSATION; UTILITY CHARGES.** NextG shall be solely responsible for the payment of all lawful Fees in connection with NextG's performance under this Use Agreement, including those set forth below.

**4.1 Annual Fee.** In order to compensate the City for NextG's entry upon and deployment within the Public Way and as compensation for the use of Municipal Facilities, NextG shall pay to the City an annual fee (the "Annual Fee") in the amount of Five Hundred Dollars (\$500.00) for the use of each Municipal Facility, if any, upon which a Equipment has been installed pursuant to this Use Agreement. The aggregate Annual Fee with respect to each year of the term shall be an amount equal to the number of Equipment installed on Municipal Facilities during the preceding twelve (12) months multiplied by the Annual Fee, prorated as appropriate, and shall be due and payable not later than forty-five (45) days after each anniversary of the Installation Date. The City represents and covenants that the City owns all Municipal Facilities for the use of which it is collecting from NextG the Annual Fee pursuant to this § 4.1.

**4.1.1 CPI Adjustment.** Effective commencing on the fifth (5<sup>th</sup>) anniversary of the Installation Date and continuing on each fifth (5<sup>th</sup>) anniversary thereafter during the term, the Annual Fee with respect to the ensuing five-year period shall be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100) which occurred during the previous five-year period for the New York-Northern New Jersey-Long Island, NY-NJ-PA Metropolitan Statistical Area (MSA).

**4.2 Right-of-Way Use Fee.** In order to compensate the City for NextG's entry upon and deployment of Equipment within the Public Way, NextG shall pay to the City, on an annual basis, an amount equal to five percent (5%) of Adjusted Gross Revenues (the "Right-of-Way Fee") payable within thirty (30) days of the Effective Date and on each anniversary thereafter. The Right-of-Way Fee shall be payable for the period commencing with the Effective Date and ending on the date of termination of this Use Agreement. NextG shall make any payment of the Right-of-Way Fee that may be due and owing within forty-five (45) days after the first anniversary of the Effective Date and within the same period after each subsequent anniversary of the Effective Date. Within forty-five (45) days after the termination of this Use Agreement, the Right-of-Way Fee shall be paid for the period elapsing since the end of the last calendar year for which the Right-of-Way Fee has been paid. NextG shall furnish to the City with each payment of the Right-of-Way Fee a statement, executed by an authorized officer of NextG or his or her designee, showing the amount of Adjusted Gross Revenues for the

period covered by the payment. If NextG discovers any error in the amount of compensation due, the City shall be paid within thirty (30) days of discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be refunded or offset against the next payment due. Acceptance by the City of any payment of the Right-of-Way Fee shall not be deemed to be a waiver by the City of any breach of this Use Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

**4.3 Accounting Matters.** NextG shall keep accurate books of account at its principal office in San Jose, CA or such other location of its choosing for the purpose of determining the amounts due to the City under §§ 4.1 and 4.2 above. The City may inspect NextG's books of account relative to the City at any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 4.1 above. The City agrees to hold in confidence any non-public information it learns from NextG to the fullest extent permitted by Law.

**4.4 Most-Favored Municipality.** Should NextG after the parties' execution and delivery of this Agreement enter into an attachment or franchise agreement with another municipality of the same size or smaller than the City in the same County (excluding New York City), which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Agreement, the City shall have the right to require that NextG modify this Use Agreement to incorporate the same or substantially similar superior benefits and such other terms and burdens by substitution, *mutatis mutandis*, of such other agreement or otherwise.

**4.5 Electricity Charges.** NextG shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment' usage of electricity and applicable tariffs.

**5 CONSTRUCTION.** NextG shall comply with all applicable federal, State, and City codes, specifications, and requirements, if any, related to the construction, installation, operation, maintenance, and control of NextG's Equipment installed in the Public Way and on Municipal Facilities in the City. NextG shall not attach, install, maintain, or operate any Equipment in or on the Public Way and/or on Municipal Facilities without the prior approval of the City for each location.

**5.1 Obtaining Required Permits.** If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Way shall require any permits, NextG shall, if required under applicable City ordinances, apply for the appropriate permits and pay any standard and customary permit fees, so long as the permit fees and process that the City requests of NextG are functionally equivalent to the fees and the process that are applied to the ILEC and/or the cable provider(s). In the case of Third Party attachments (to existing utility infrastructure), NextG agrees to provide the City with a list of proposed attachments in advance of its deployment to the City and, the City agrees to use reasonable efforts to review and approve NextG's list of proposed attachments to Third Party utility infrastructure within thirty (30) days of submission, and if no comment is received within thirty (30) days, the application will be presumed to be acceptable and no further action will be required prior to NextG's installation.

**5.2 Location of Equipment.** The proposed locations of NextG's planned initial installation of Equipment shall be provided to the City promptly after NextG's review of available street light maps (if applicable) and prior to deployment of the Equipment. Upon the completion of installation.

NextG promptly shall furnish to the City a pole list showing the exact location of the Equipment in the Public Way.

**5.3 Relocation and Displacement of Equipment.** NextG understands and acknowledges that the City may require NextG to relocate one or more of its Equipment installations. NextG shall at City's direction relocate such Equipment at NextG's sole cost and expense, whenever the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Equipment is interfering with or adversely affecting proper operation of City-owned light poles, traffic signals, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, the City shall use its best efforts to afford NextG a reasonably equivalent alternate location. If NextG shall fail to relocate any Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, the City shall be entitled to relocate the Equipment at NextG's sole cost and expense, without further notice to NextG. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform NextG of the displacement or removal of any pole on which any Equipment is located.

**5.4 Relocations at NextG's Request.** In the event NextG desires to relocate any Equipment from one Municipal Facility to another, NextG shall so advise the City. The City will use its best efforts to accommodate NextG by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

**5.5 Damage to Public Way.** Whenever the removal or relocation of Equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause the Public Way to be damaged, NextG, at its sole cost and expense, shall promptly repair and return the Public Way in which the Equipment are located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If NextG does not repair the site as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to NextG, to perform or cause to be performed such reasonable and necessary work on behalf of NextG and to charge NextG for the proposed costs to be incurred or the actual costs incurred by the City at the City's standard rates. Upon the receipt of a demand for payment by the City, NextG shall promptly reimburse the City for such costs.

**6 INDEMNIFICATION AND WAIVER.** NextG agrees to indemnify, defend, protect, and hold harmless the City, its council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from NextG's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its council or board members, officers, elected trustees, employees, agents, or contractors.

**6.1 Waiver of Claims.** NextG waives any and all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City.

**6.2 Limitation of City's Liability.** The City shall be liable only for the cost of repair to damaged Equipment arising from the negligence or willful misconduct of the City, its employees, agents, or contractors and shall in no event be liable to indirect or consequential damages.

**7 INSURANCE.** NextG shall obtain and maintain at all times during the term of this Use Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance protecting NextG in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability and products-completed operations. The Commercial General Liability insurance policy shall name the City, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of NextG's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the City has received at least thirty (30) days' advance written notice of such cancellation or change. NextG shall be responsible for notifying the City of such change or cancellation.

**7.1 Filing of Certificates and Endorsements.** Prior to the commencement of any work pursuant to this Use Agreement, NextG shall file with the City the required original certificate(s) of insurance with endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that the City shall receive thirty (30) days' prior notice of cancellation;

(c) that NextG's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(d) that NextG's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.

The certificate(s) of insurance with endorsements and notices shall be mailed to the City at the address specified in § 8 below.

**7.2 Workers' Compensation Insurance.** NextG shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the City with a certificate showing proof of such coverage.

**7.3 Insurer Criteria.** Any insurance provider of NextG shall be admitted and authorized to do business in the State of New York and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

**7.4 Severability of Interest.** Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the City. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.



**8 NOTICES.** All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

*if to the City:*

CITY OF RYE  
Attn: Mayor  
Rye City Hall  
1051 Boston Post Road  
Rye, New York 10580

*if to NextG:*

NEXTG NETWORKS OF NY, INC.  
Attn: Contracts Administration  
890 Tasman Drive  
Milpitas, CA 95035-7439

**8.1 Date of Notices; Changing Notice Address.** Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

**9 TERMINATION.** This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

**10 ASSIGNMENT.** This Use Agreement shall not be assigned by NextG without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of NextG to a parent, subsidiary, or other affiliate of NextG or to any successor in interest or entity acquiring fifty-one percent (51%) or more of NextG's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that NextG reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of NextG immediately prior to the transfer; (ii) any such transferee assumes all of NextG's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with NextG's management team, in the provision of telecommunications or similar services, evidences an ability to operate the NextG Network. NextG shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why NextG believes the Exempted Transfer Criteria have been satisfied. The City Council of City shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that

NextG gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from NextG any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City gives NextG notice in writing of the additional information the City requires within fifteen (15) days after the City's receipt of the original Exempted Transfer Notice. If the Council of the City fails to act upon NextG's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City Council that NextG has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

**11 MISCELLANEOUS PROVISIONS.** The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

**11.1 Environmental Review.** NextG's facilities are "unlisted" but functionally equivalent to Type II actions under 6 N.Y.C.R.R. 617.5(c)(11). NextG agrees to comply with any rules pertaining to State Environmental Quality Review and to submit any required environmental forms for the City's review and approval, so long as the review that the City requires is the same that the City requires of all other telecommunications providers, including but not limited to the ILEC and the cable provider(s), for their installation of any facilities or equipment in the Public Way.

**11.2 Nonexclusive Use.** NextG understands that this Use Agreement does not provide NextG with exclusive use of the Public Way or any Municipal Facility and that the City shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and on Municipal Facilities. The City agrees promptly to notify NextG of the receipt of a proposal for the installation of communications equipment or devices in the Public Way or on Municipal Facilities. In addition, the City agrees to advise other providers of communications services of the presence or planned deployment of the Equipment in the Public Way and/or on Municipal Facilities.

**11.3 Waiver of Breach.** The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

**11.4 Severability of Provisions.** If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

**11.5 Contacting NextG.** NextG shall be available to the staff employees of any City department having jurisdiction over NextG's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The City may contact by telephone the network control center operator at telephone number 1-866-44-NEXTG (446-3984) regarding such problems or complaints.

**11.6 Governing Law; Jurisdiction.** This Use Agreement shall be governed and construed by and in accordance with the laws of the State of New York, without reference to its conflicts of law

principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of New York, in the County where the City is incorporated or in the United States District Court for the Eastern District of New York.

**11.7 Consent Criteria.** In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

**11.8 Representations and Warranties.** Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above.

**11.9 Amendment of Use Agreement.** This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

**11.10 Entire Agreement.** This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

City: CITY OF RYE, a New York municipal corporation

By: Scott Pickup  
(name typed)

Its: City Manager

Date: February 8, 2011

NextG: NEXTG NETWORKS OF NY, INC., a Delaware Corporation

By: Robert L. Delsman  
(name typed)

Its: SVP & General Counsel

Date: February 17, 2011

I HEREBY APPROVE the form and legality of the foregoing Use Agreement this 7<sup>th</sup> day of February 2011.

Kristen Wilson Corporation Counsel

By Kristen Wilson  
Deputy City Attorney

**Exhibits:**

Exhibit A -- Equipment

Approved as to Form  
and Legal Sufficiency:

[Signature]  
Signature/Initials

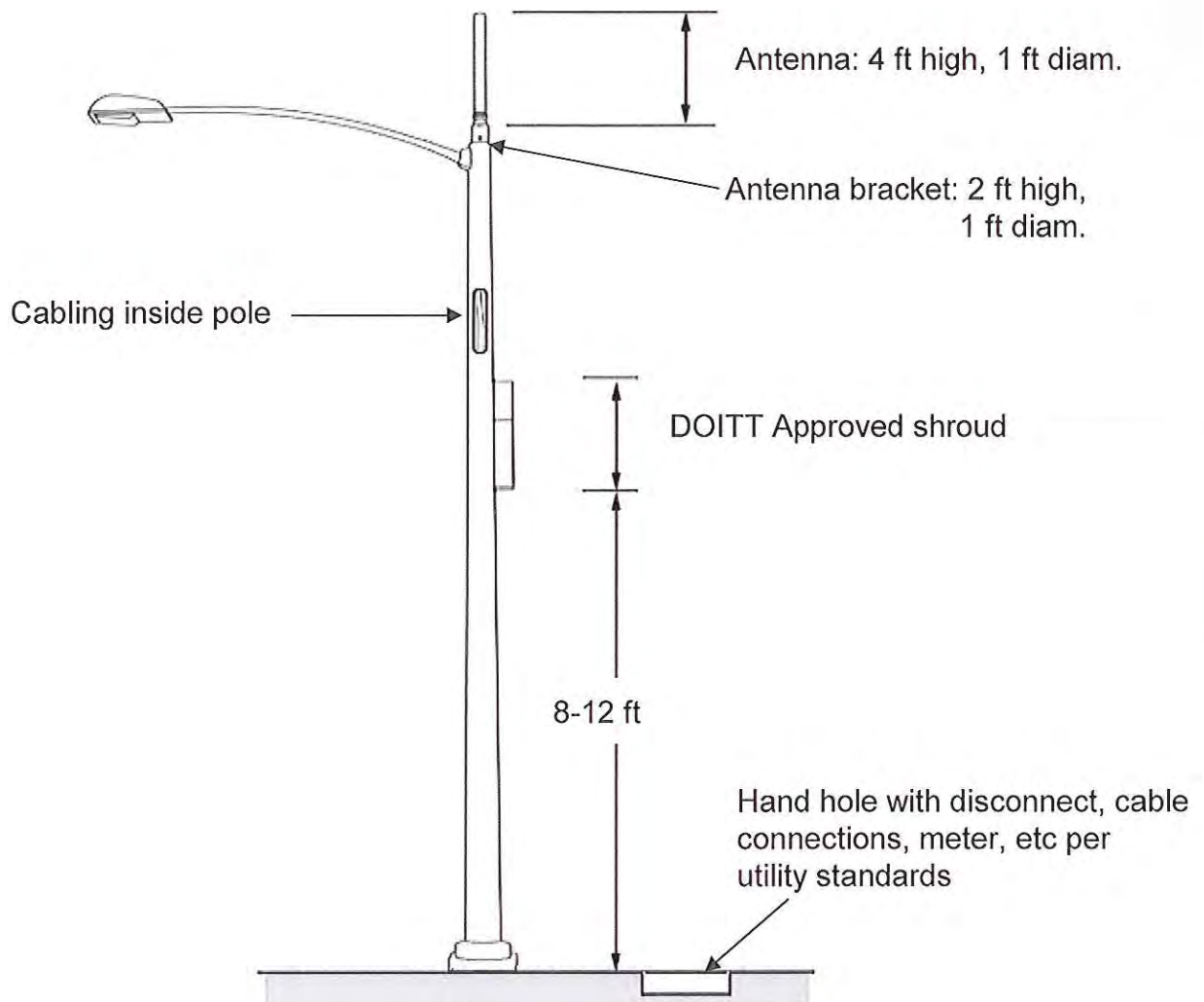
Date: 2 / 11 / 20 11

# Exhibit A

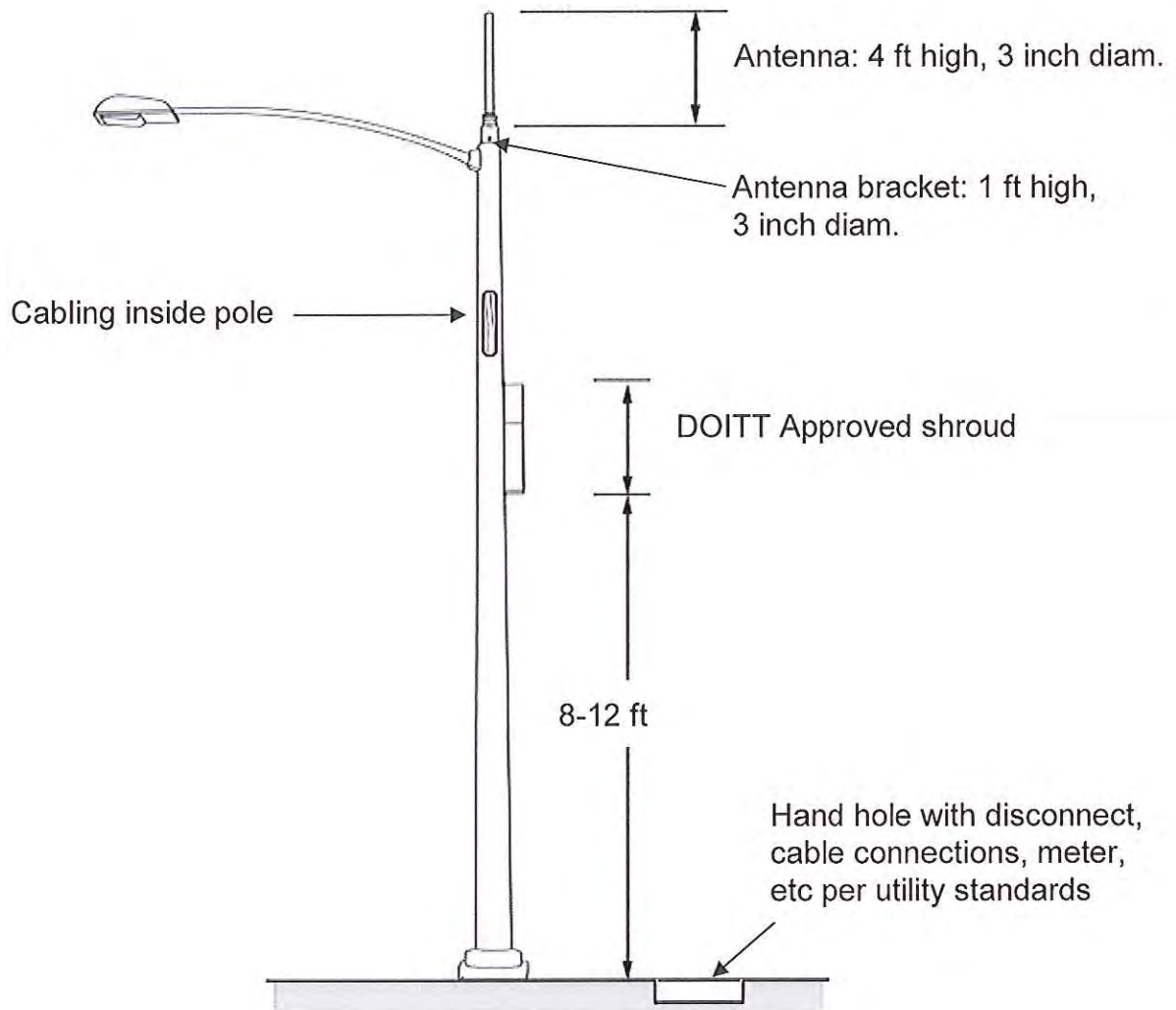
Westchester, NY  
Rev 01-19-2010



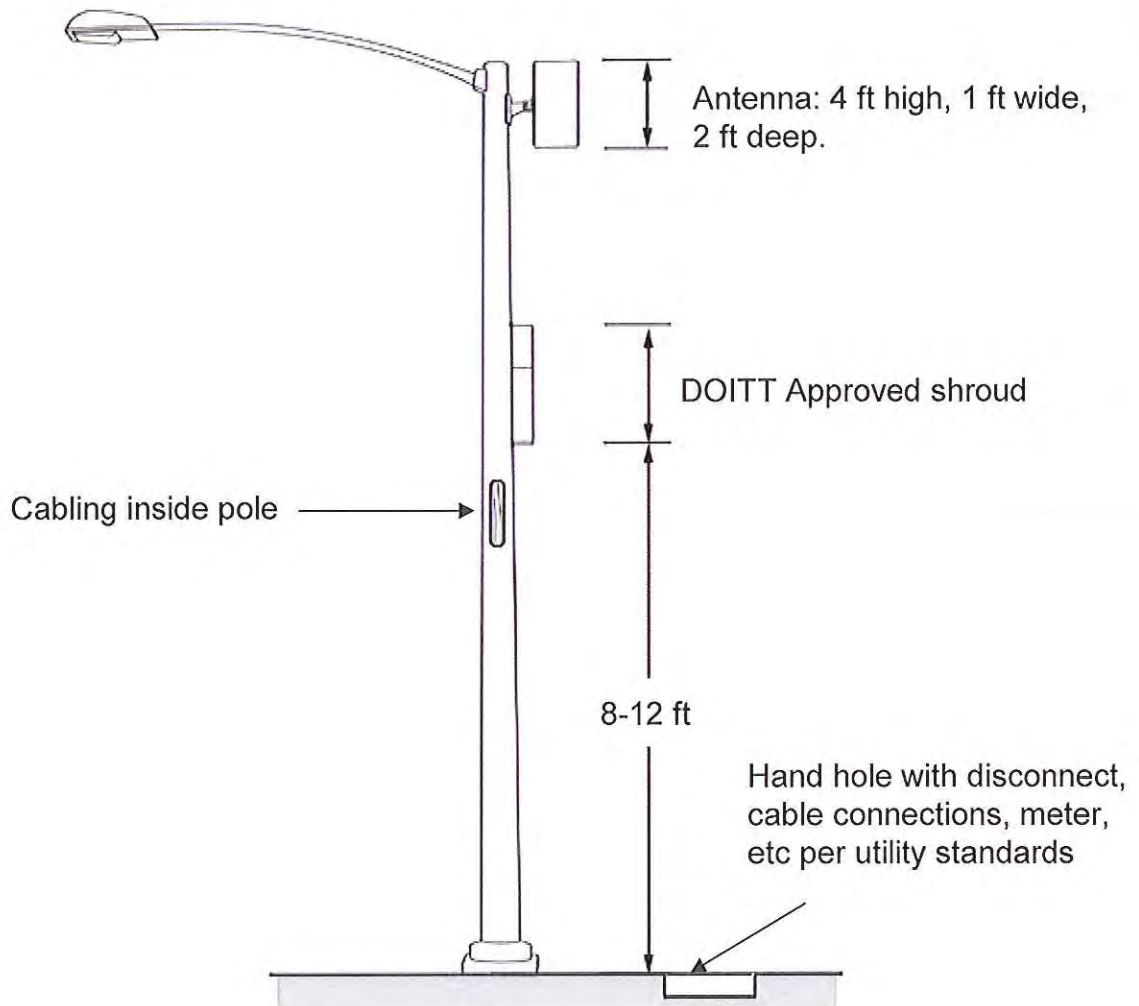
# Street Light Pole



# Street Light Pole

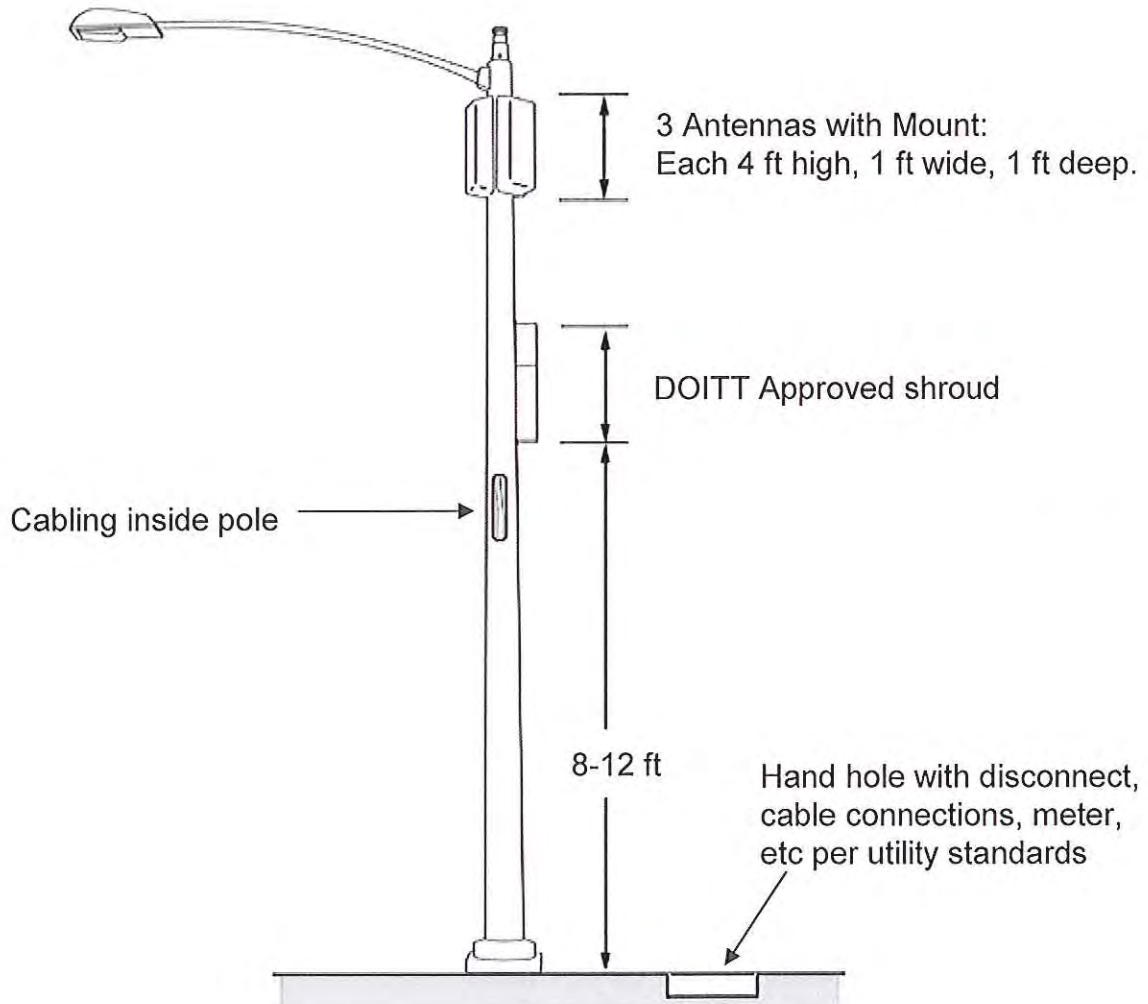


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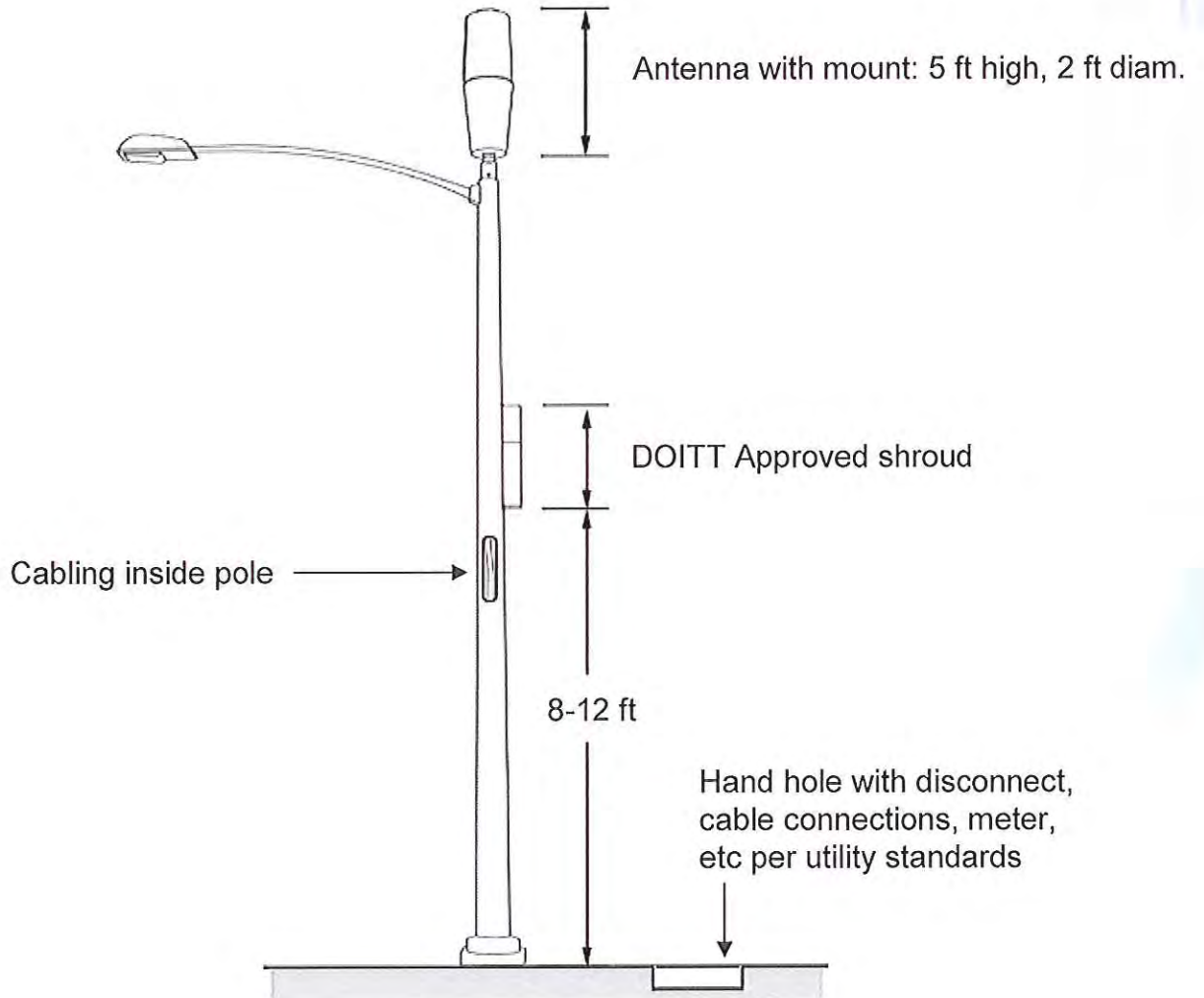




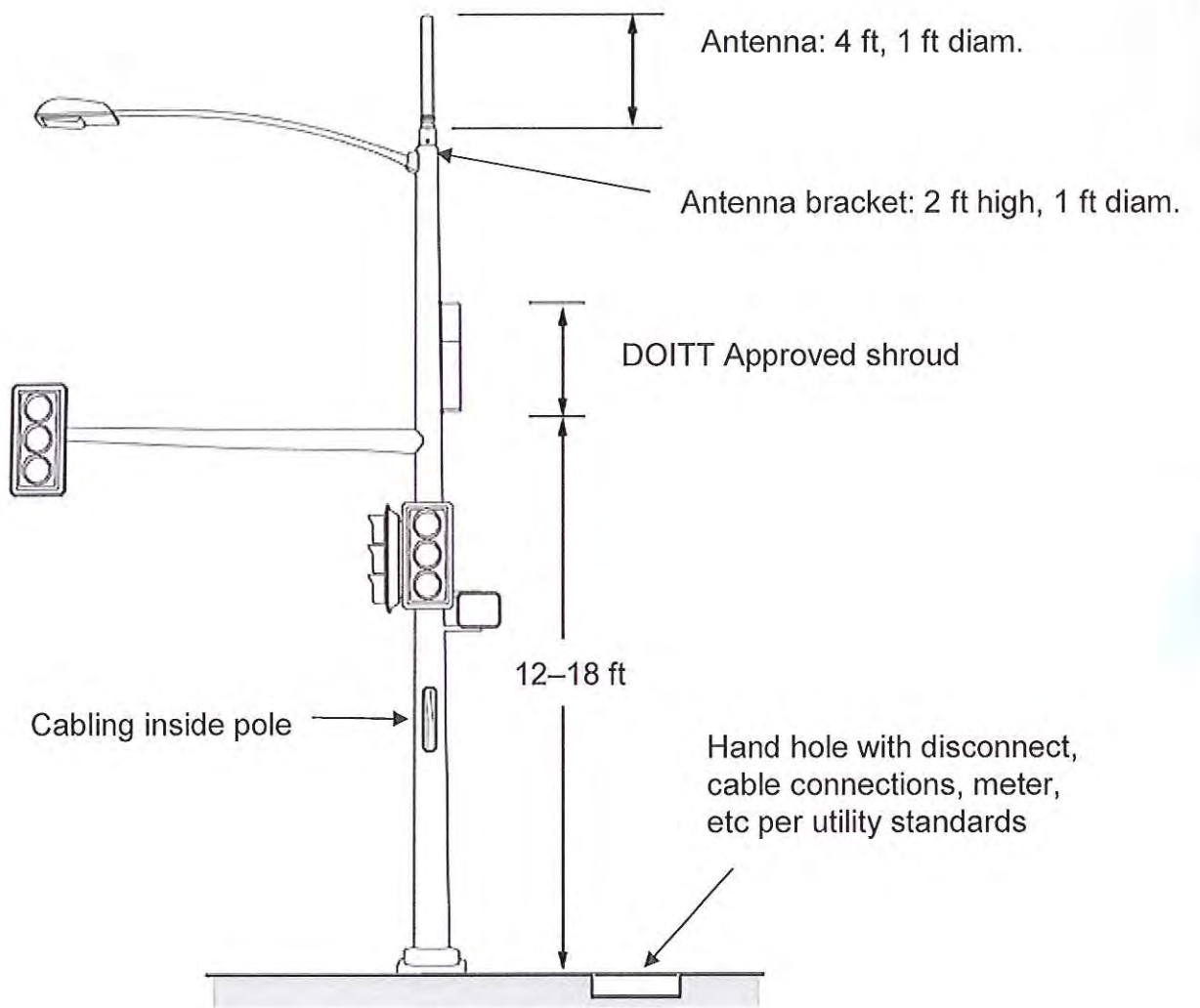
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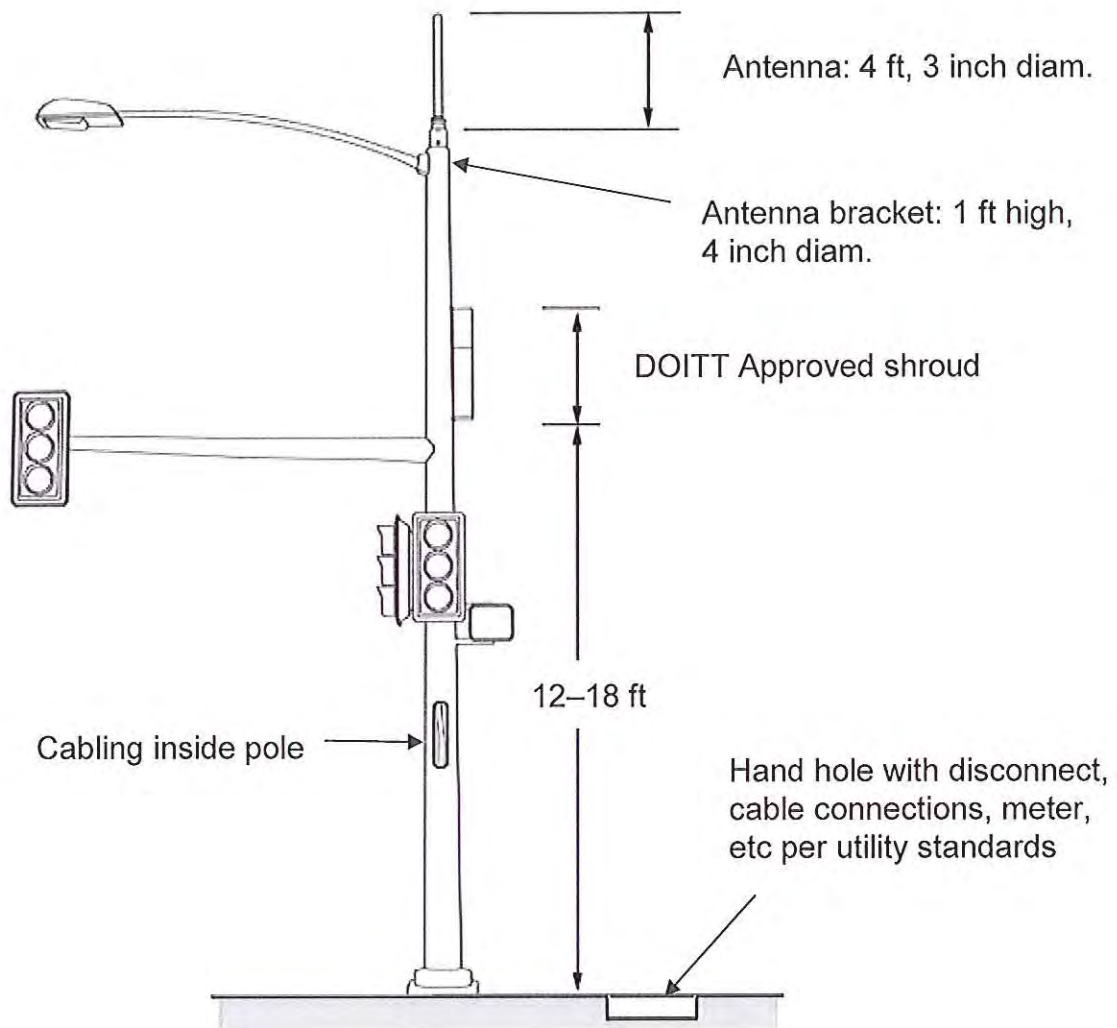
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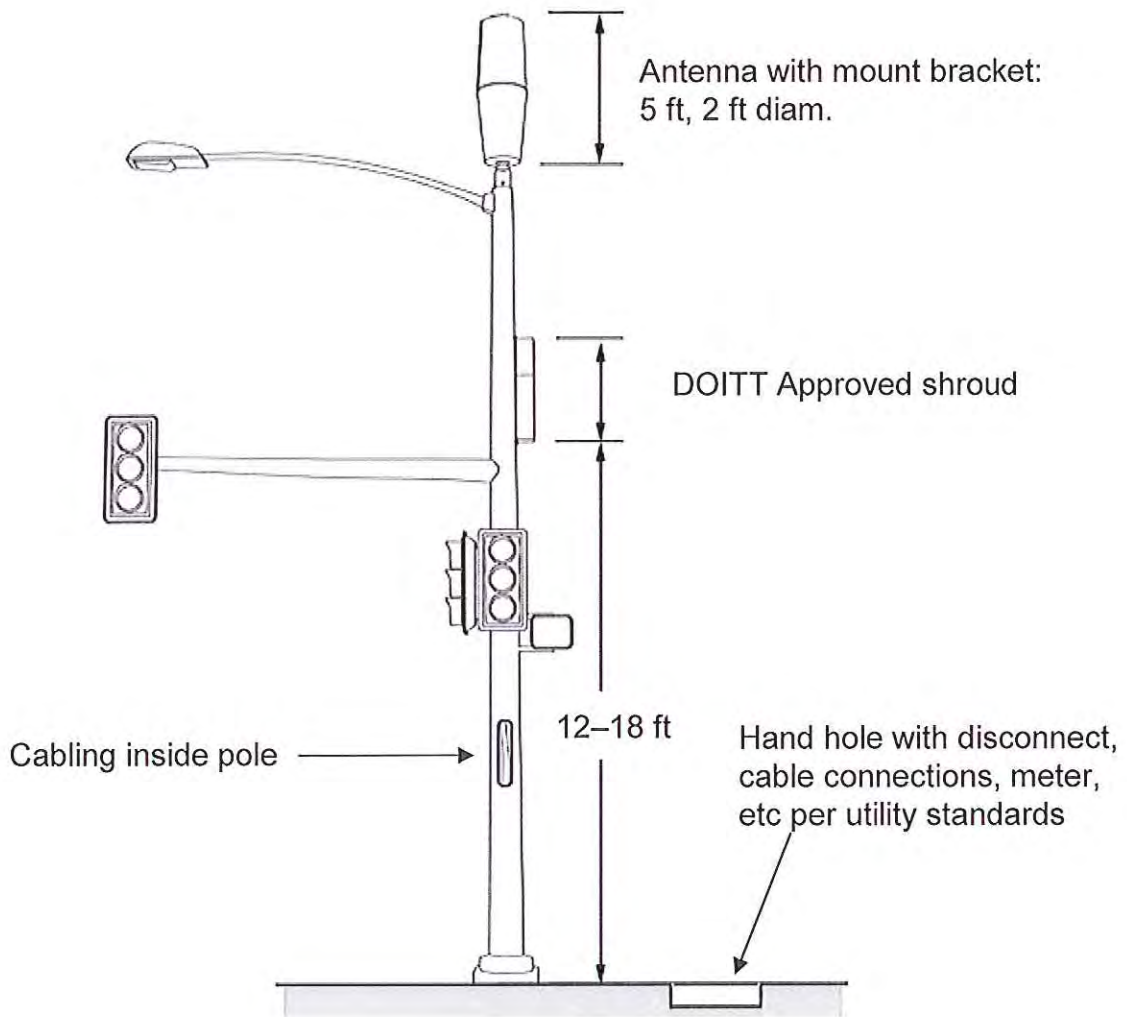
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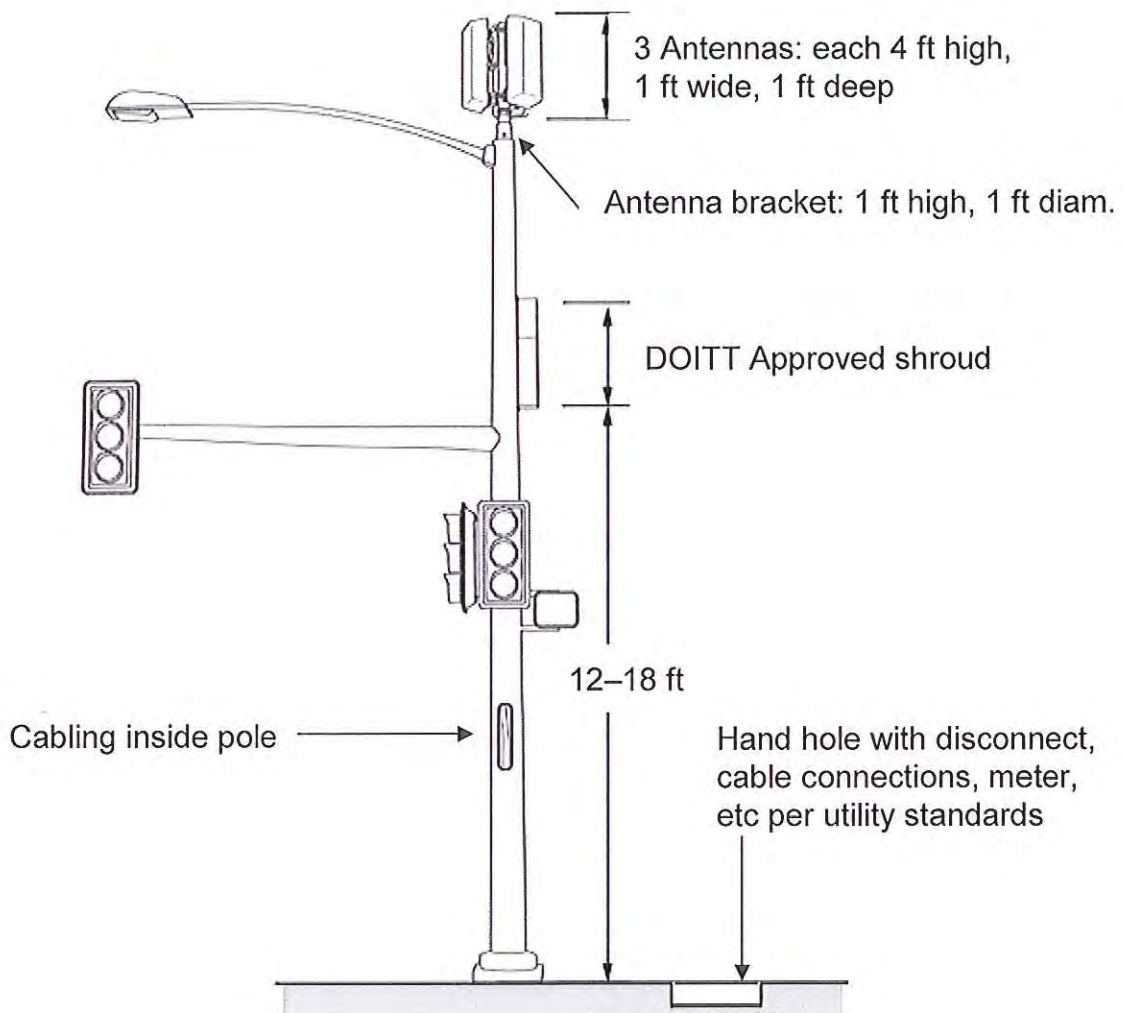
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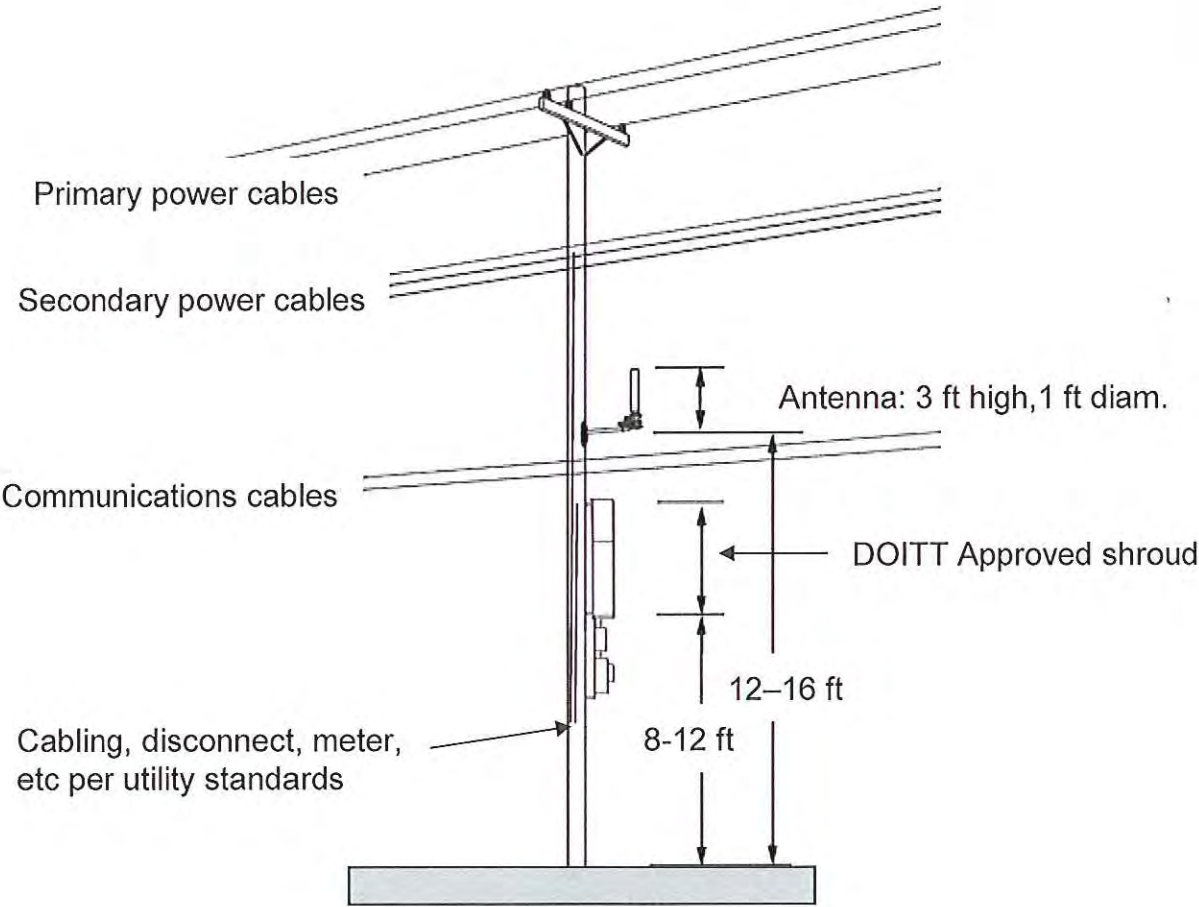
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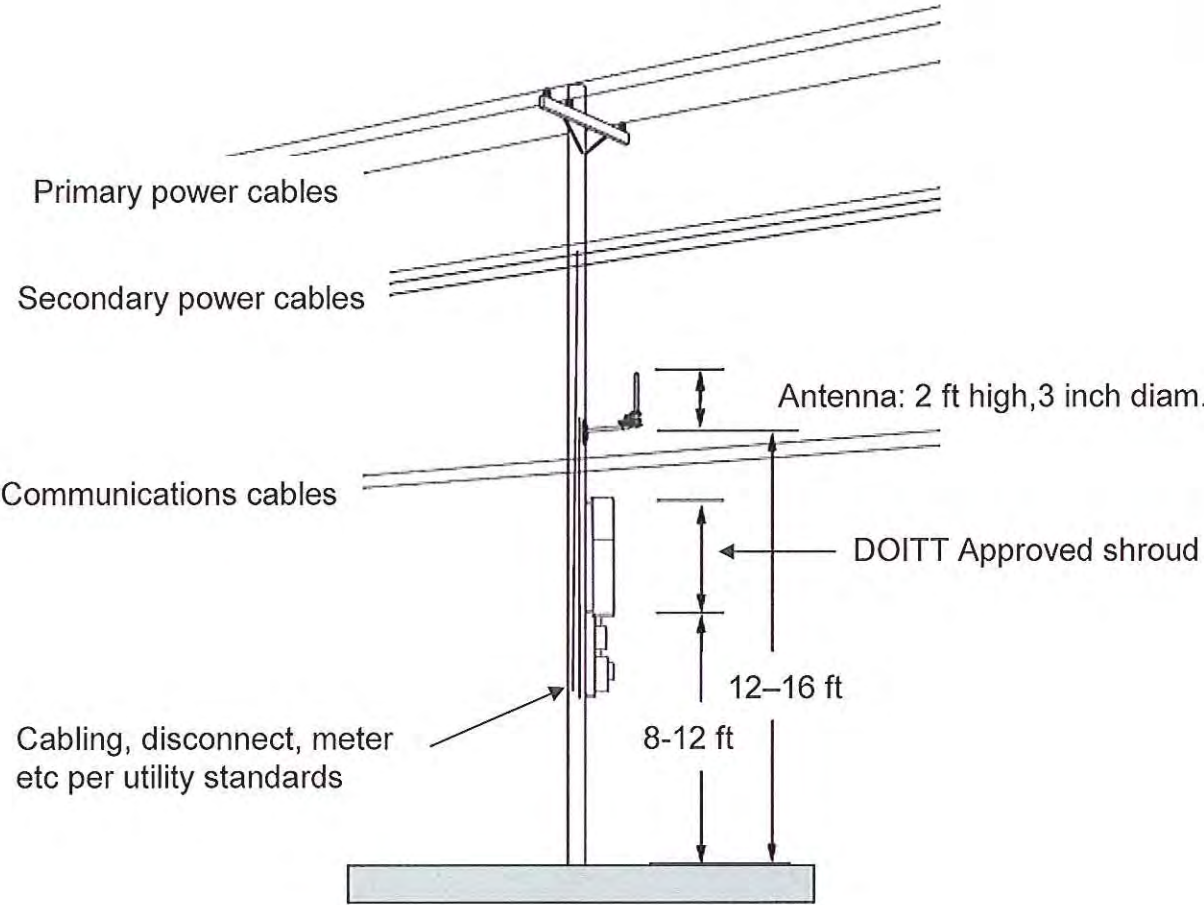
# Traffic Light Pole



# Antenna in Communications Space on Power Pole

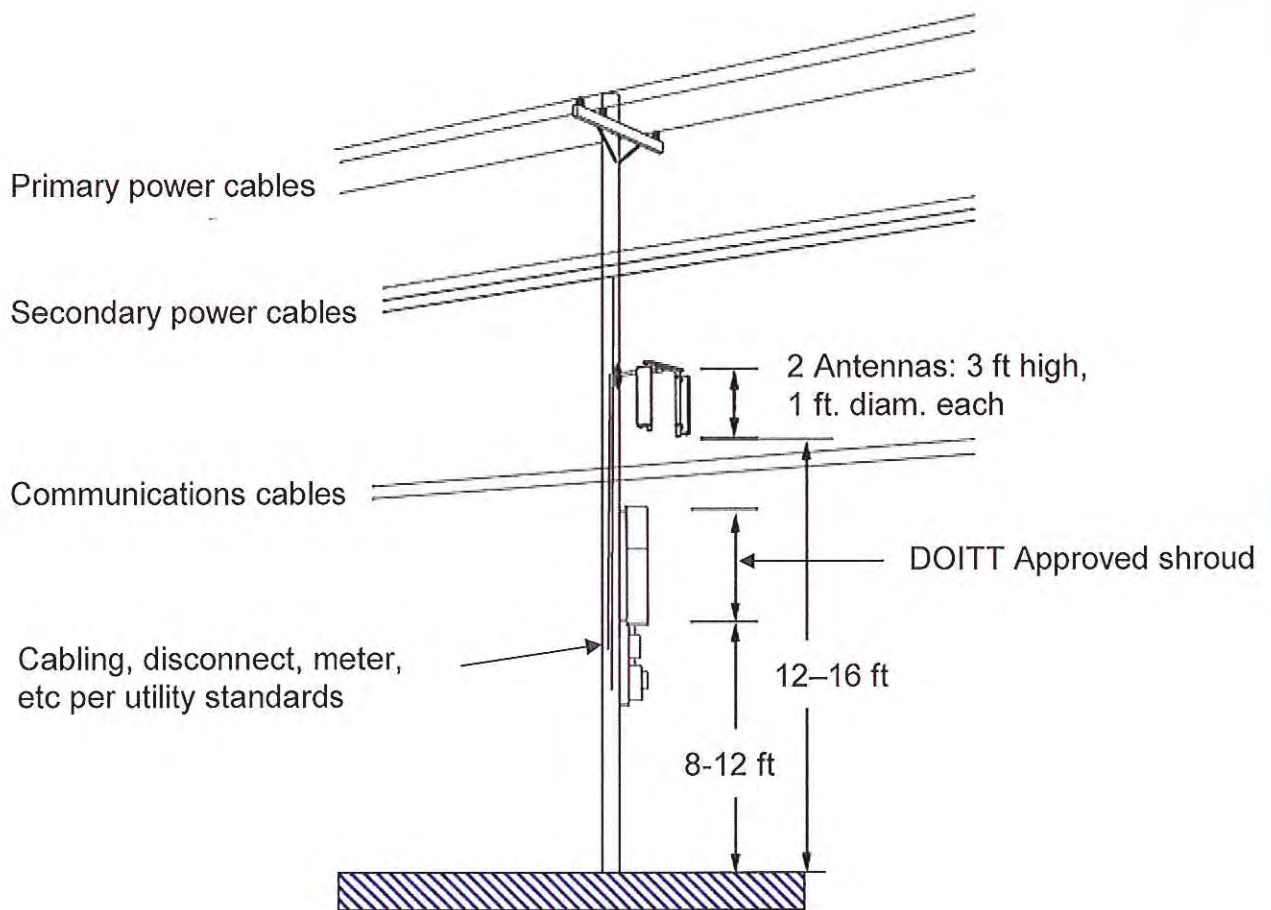


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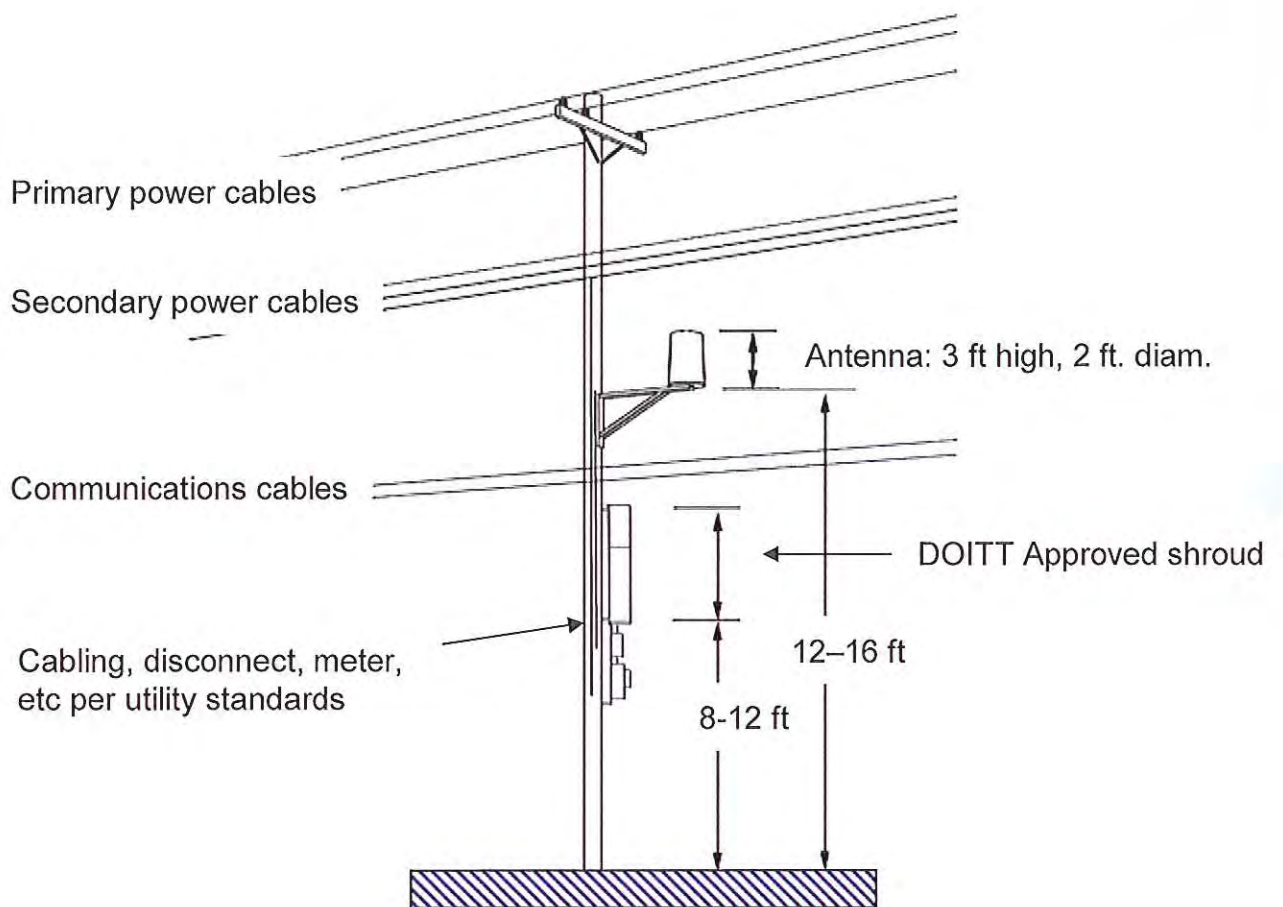




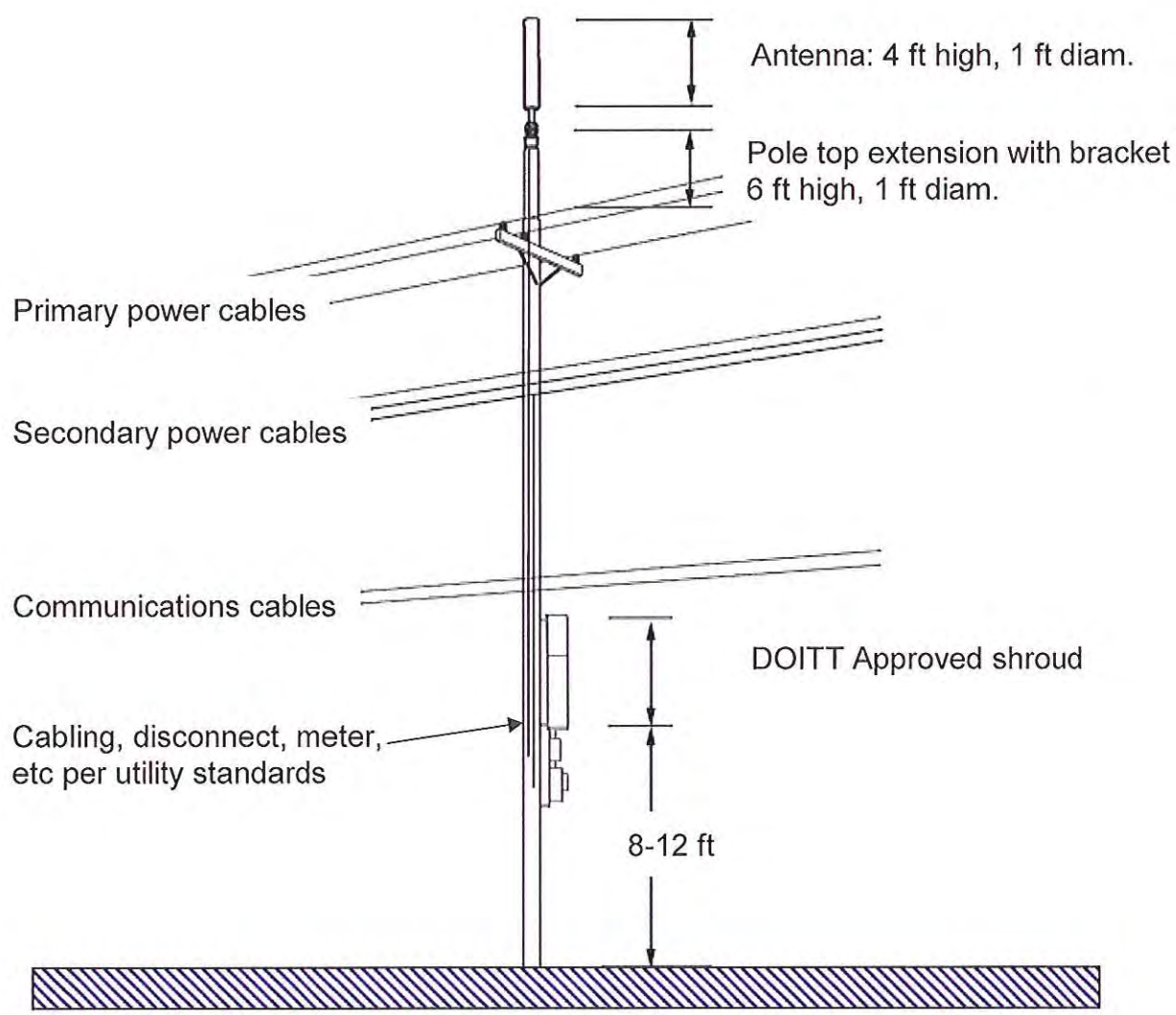
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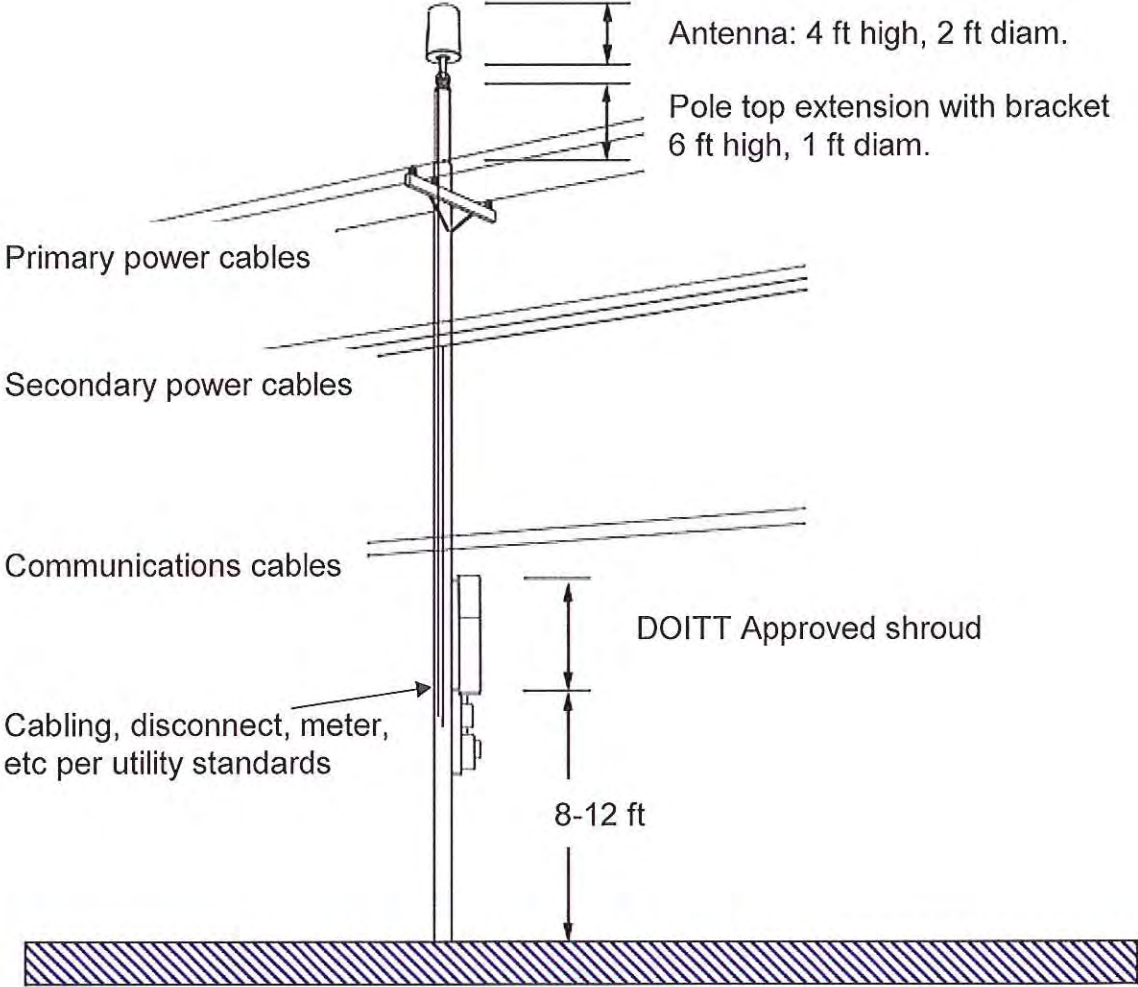
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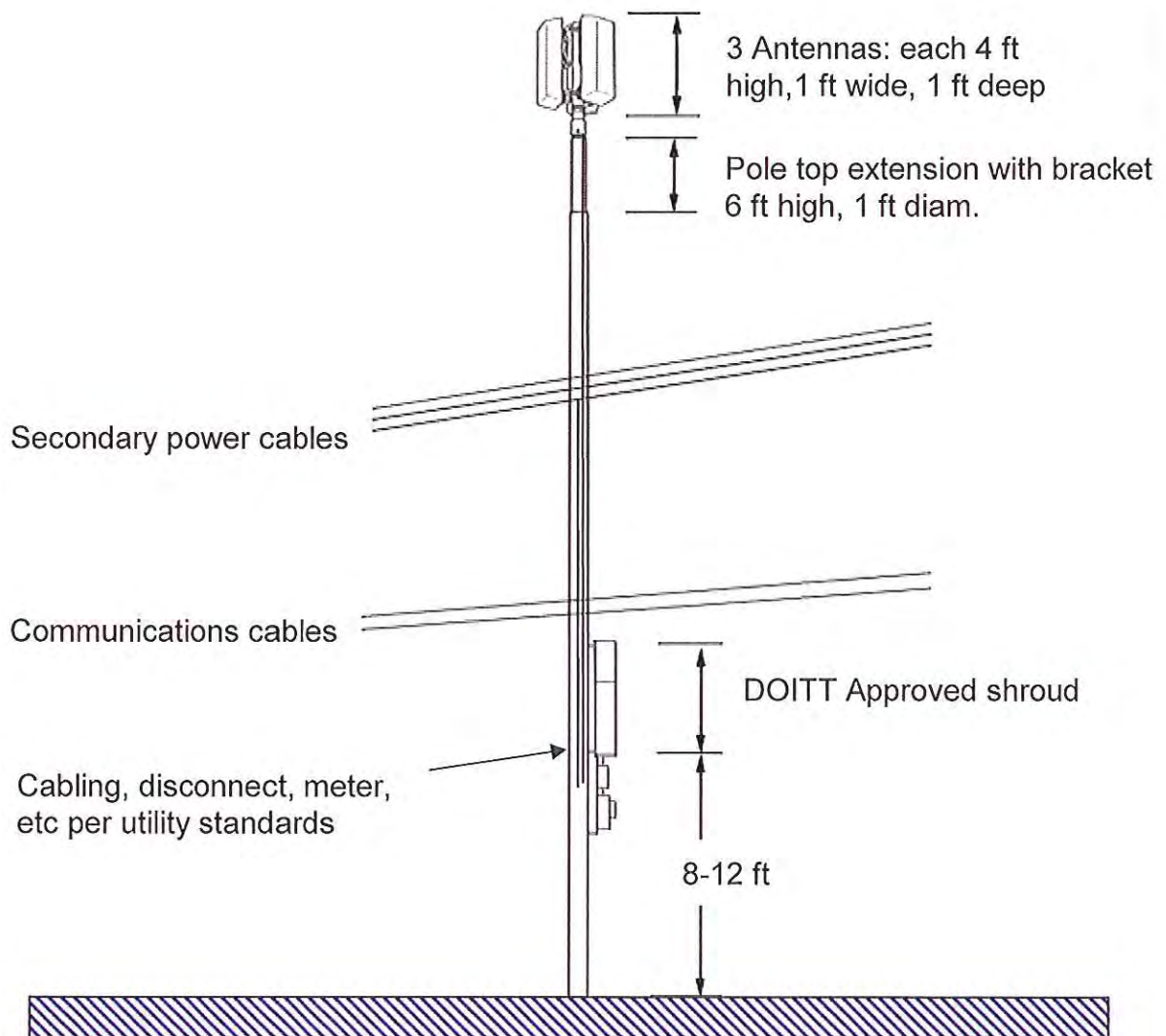
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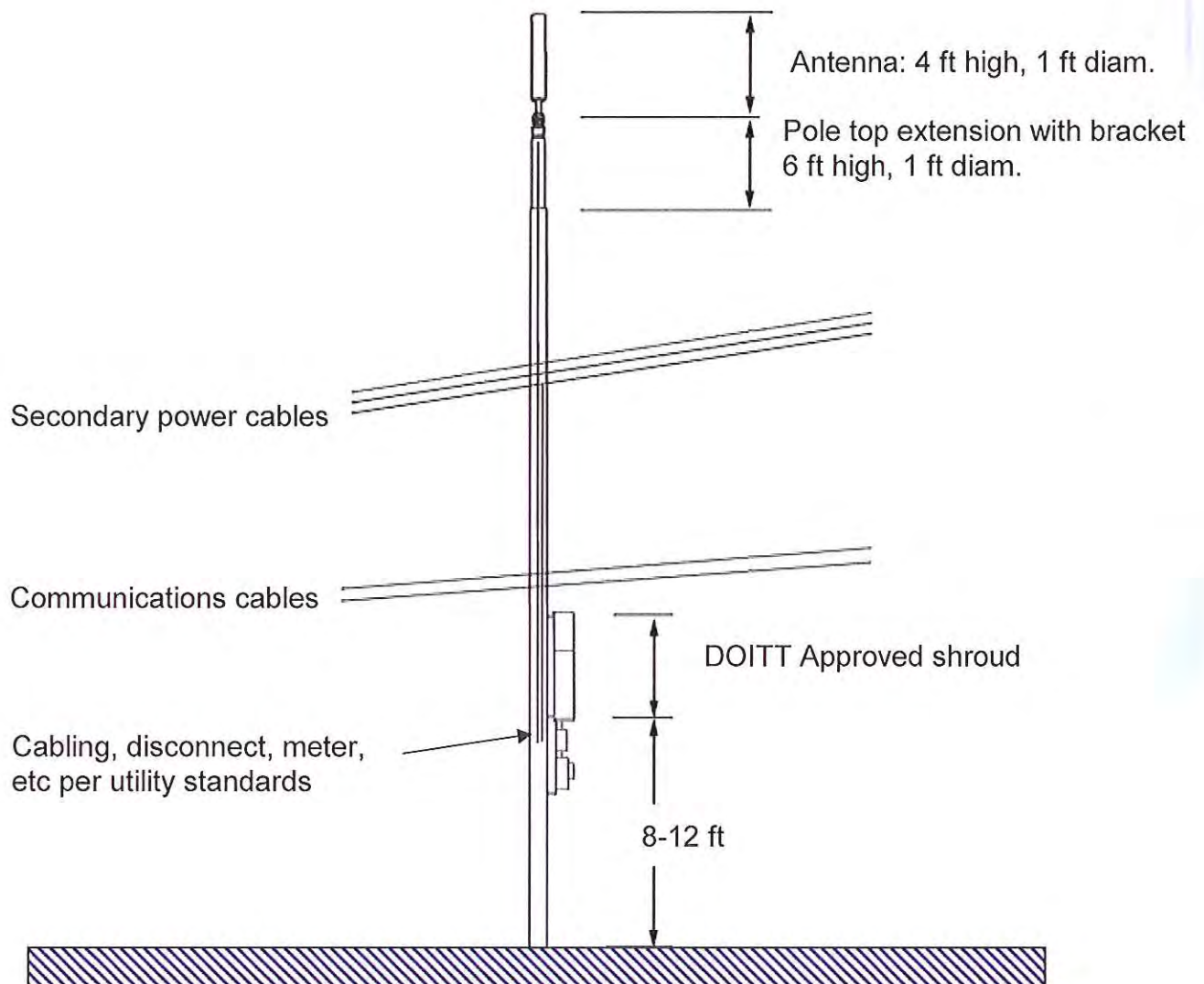
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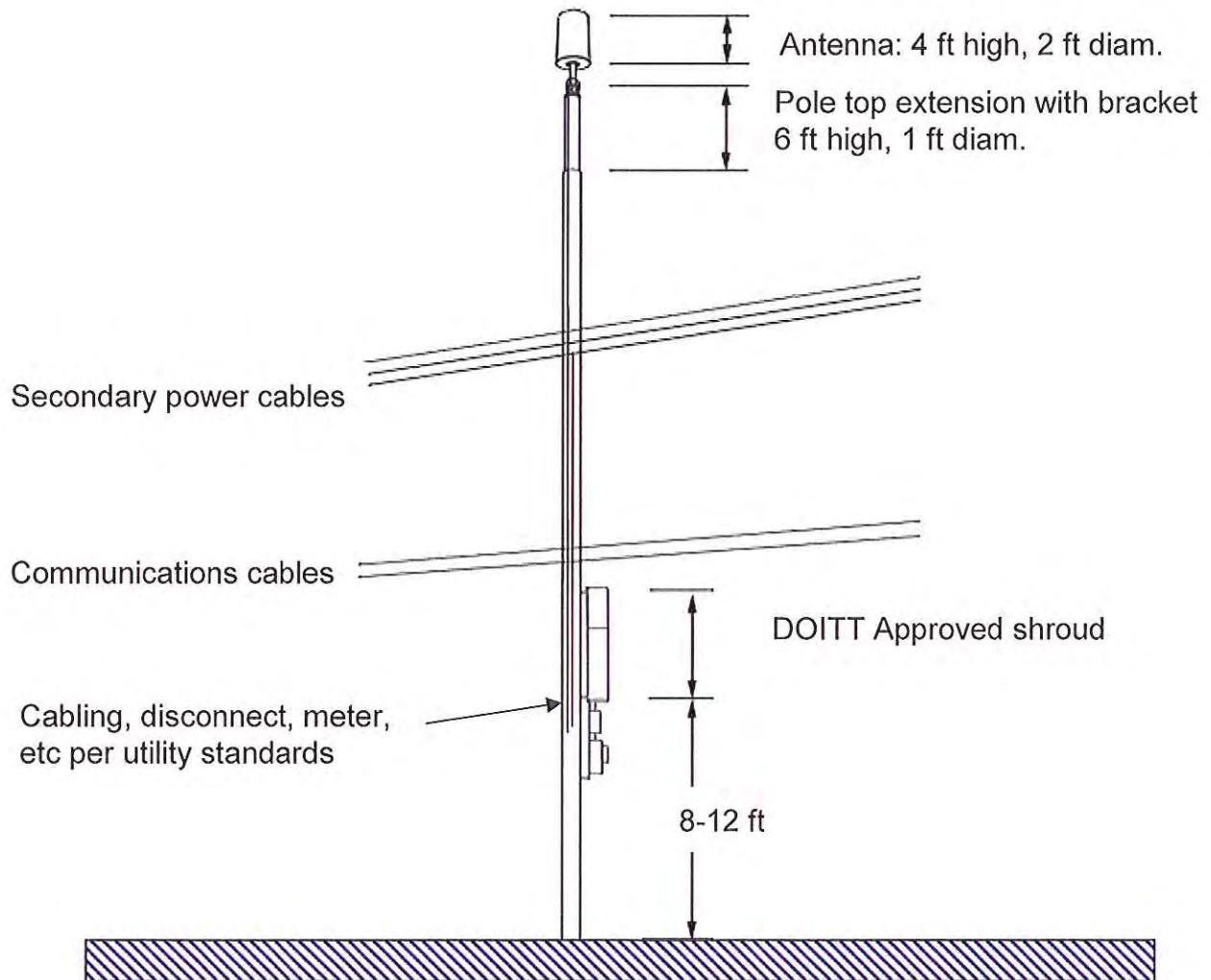
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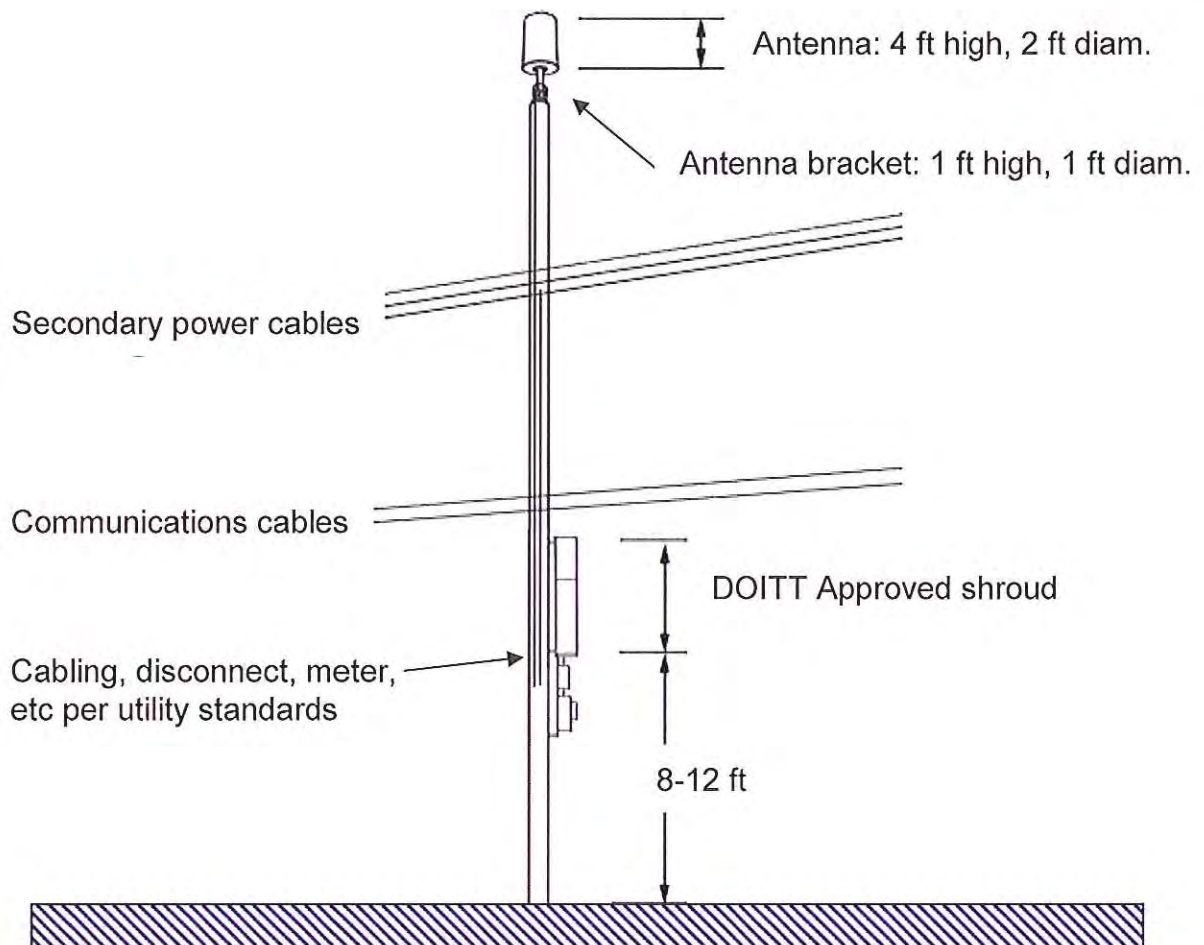
# Antenna Pole Top Extension over Secondary



# Antenna Pole Top Extension over Secondary

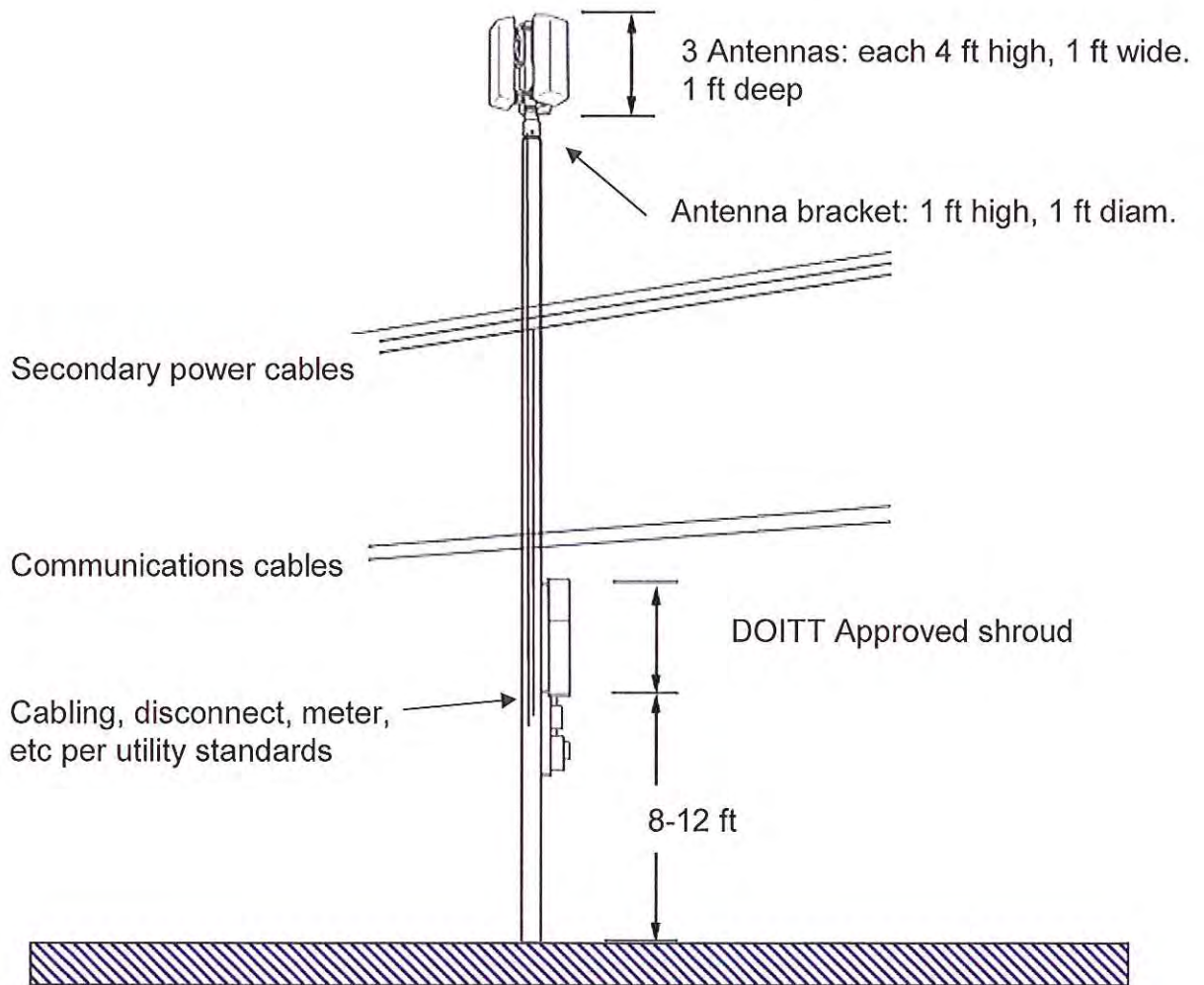


# Antenna at Top of Power Pole

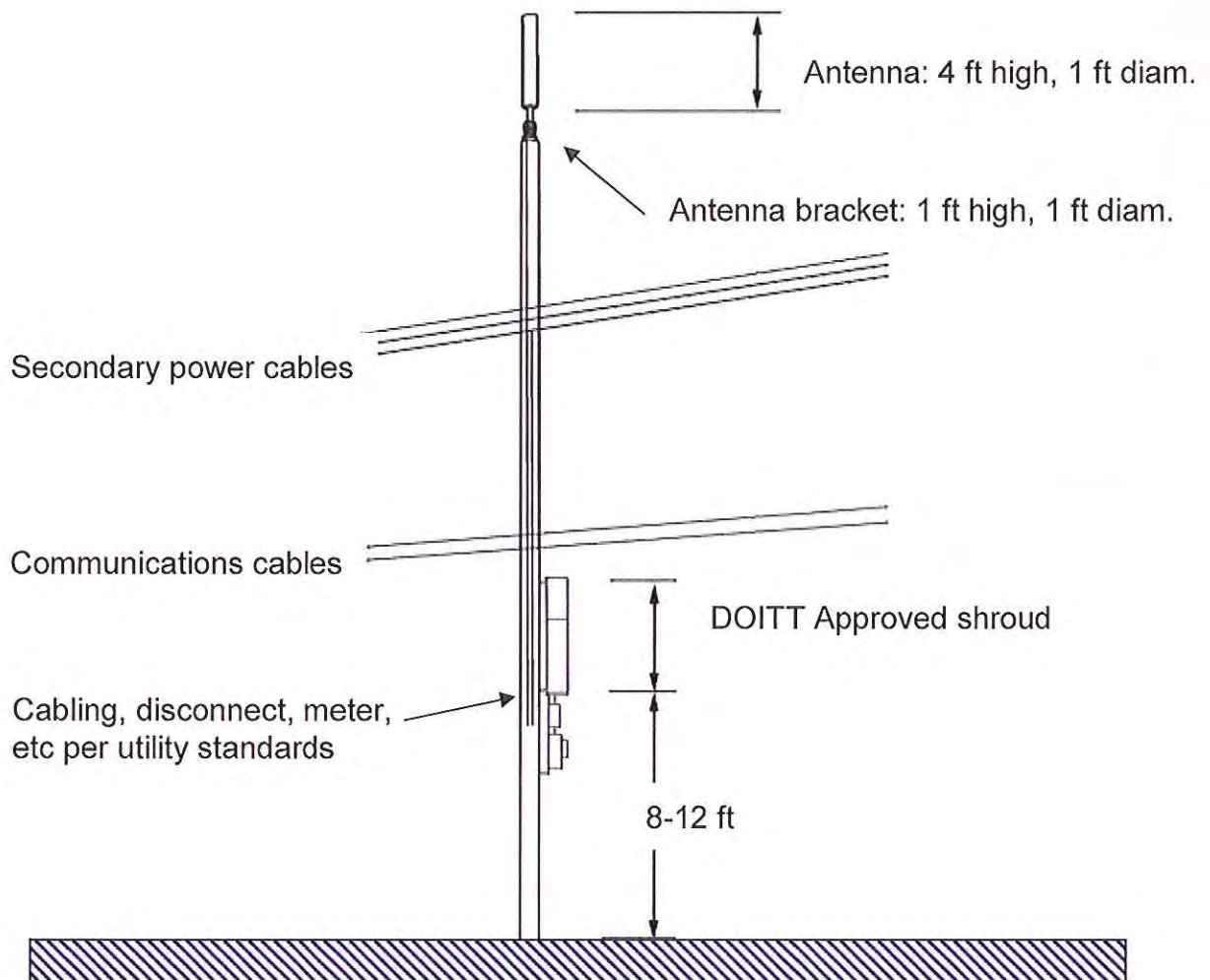




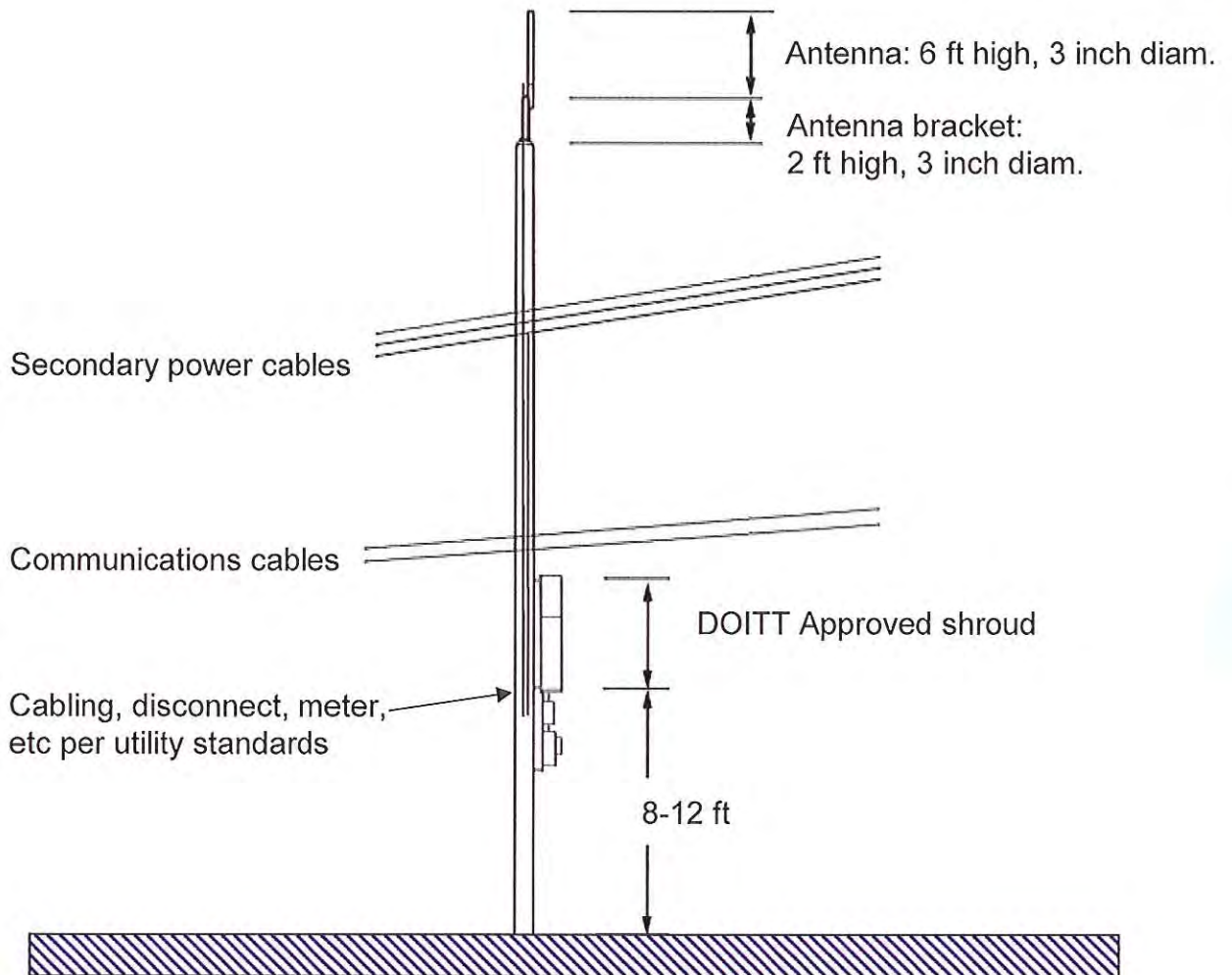
# Antenna at Top of Power Pole



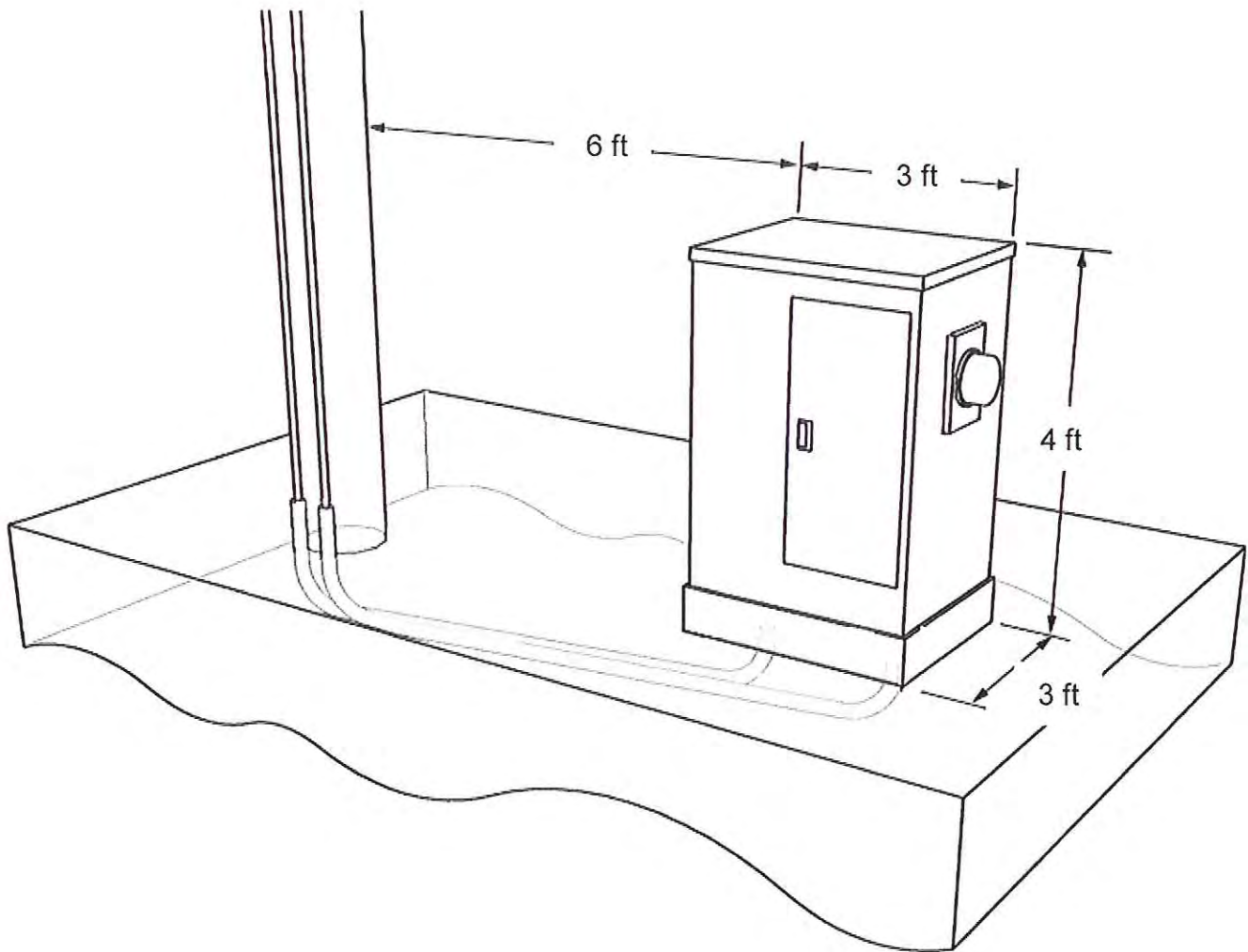
# Antenna at Top of Power Pole



# Antenna at Top of Power Pole



# Equipment in Pedestal



**FIRST AMENDMENT TO RIGHT-OF-WAY USE AGREEMENT**

**THIS FIRST AMENDMENT TO RIGHT-OF-WAY USE AGREEMENT** (this “First Amendment”) made as of the Effective Date below, is entered into by and between the **CITY OF RYE** (the “City”), a municipal corporation duly organized and validly existing under the laws of the State of New York (the “State”), and **CROWN CASTLE NG EAST LLC (F/K/A NEXTG NETWORKS OF NY, INC.)** (“Crown Castle”), a Delaware limited liability company.

**WITNESSETH:**

**WHEREAS**, the City has previously entered into a Right-of-Way Use Agreement with Crown Castle to permit Crown Castle to utilize certain facilities within the City’s rights-of-way to maintain a fiber-based telecommunications network (“Network”) for a term commencing February 17, 2011 and ending February 17, 2021, with three (3) five (5) year renewal terms (the “Use Agreement”);

**WHEREAS**, pages 2-23 of Exhibit A to the Use Agreement repeatedly refers to a certain component of Crown Castle’s equipment as “DoITT Approved shroud;”

**WHEREAS**, DoITT is the New York City Department of Information Technology and Telecommunications;

**WHEREAS**, the City does not fall under DoITT’s jurisdiction and DoITT does not own or control any of the poles contemplated in the Use Agreement;

**WHEREAS**, Consolidated Edison and/or its affiliates (“Con-Ed”) does own or control all of the poles contemplated in the Use Agreement;

**WHEREAS**, the City and Crown Castle desire to amend the Use Agreement to reflect that Con-Ed owns or controls the poles contemplated in the Use Agreement and that any equipment used by Crown Castle is approved by Con-Ed; and

**WHEREAS**, pursuant to a resolution duly adopted at its meeting held on April \_\_, 2016, the City Council authorized the execution of an amendment to the Use Agreement to replace Exhibit A attached to the Use Agreement with a new Exhibit A, thereby permitting Crown Castle to utilize certain equipment that is approved by Con-Ed.

**NOW THEREFORE**, pursuant to the terms, provisions, covenants and conditions more fully set forth below, the Parties hereto agree as follows:

**1. Replacement of Exhibit A**

Exhibit A attached to the First Amendment hereby replaces and nullifies the Exhibit A attached to the Use Agreement.

**2. Effective Date**

The effective date of this First Amendment shall be April \_\_, 2016.

3. **Full Force and Effect**

Except as amended by this First Amendment, the terms and conditions of the Use Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Parties have set their hands as of the day and year first above written.

**CITY OF RYE**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CROWN CASTLE NG EAST LLC  
(F/K/A NEXTG NETWORKS OF NY, INC.)**

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

Name: Lewis Kessler

Title: Vice President, DAS and Small Cell Networks

**ACKNOWLEDGEMENTS**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, before me, the undersigned, personally appeared \_\_\_\_\_, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, before me, the undersigned, personally appeared Lewis Kessler 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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



# State Level Regulatory Overview

Crown Castle is classified by the New York Public Service Commission (NY PSC) as, “telephone corporation which owns, operates or manages any radio-telephone facility used in providing for hire one-way or two-way radio communication of any form whatsoever between points in New York State.”

- A telephone corporation is required to obtain a Certificate of Public Convenience and Necessity (CPCN) from the NY PSC in order to access the public rights-of-way for the purpose of installing telecommunications facilities.

— Crown Castle, under its subsidiary Crown Castle NG East Inc., has been granted a CPCN by the NY PSC (4/4/2003).

# State of New York CPCN

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE  
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

Internet Address: <http://www.dps.state.ny.us>

PUBLIC SERVICE COMMISSION

WILLIAM M. FLYNN  
*Chairman*  
THOMAS J. DUNLEAVY  
JAMES D. BENNETT  
LEONARD A. WEISS  
NEAL N. GALVIN



DAWN JABLONSKI  
*General Counsel*  
JANET HAND DEINLER  
*Secretary*

April 4, 2003

Julie Kaminski Corsig  
Davis Wright Tremaine LLP  
1500 K Street, Suite 450  
Washington, D.C. 20005

Re: Case No. 03-C-0027

Dear Ms. Corsig:

The application, by NextG Networks of NY, Inc. on January 7, 2003, for a Certificate of Public Convenience and Necessity to operate in New York State as a facilities-based provider and reseller of telephone service, without authority to provide local exchange service, is hereby approved. This approval is based upon the accuracy of the information provided in the company's application and may be revoked if the application is found to contain false or misleading information, for failure to file or maintain current tariffs, or for violation of Commission rules and regulations.

The company's tariff, P.S.C. No. 1 – Telephone, is also approved.

The company is not authorized to use its own operators to handle 0- (emergency or non-emergency) calls. Such calls must be routed to another telephone company or operator services provider authorized to handle such calls, until such time as an amended Certificate of Public Convenience and Necessity is obtained pursuant to Part 649.6 of the Commission's rules.

The company must obtain any required consents of municipal authorities before commencing construction of telephone lines. It must also comply with applicable federal laws, New York State Public Service Law and related statutes, and the Commission's rules and regulations.

The company is also required to file a Statement of Gross Intrastate Operating Revenues by March 31 each year. It will be notified in writing each year of the required content and format of this report.

Finally, please complete and return the enclosed, two-page questionnaire to Maria Le Boeuf of our staff within 30 days of receipt of this letter. This information will be added to the directory of telephone companies posted at our website, in order to help consumers search for companies available to meet their telecommunications needs. Any updates or changes should be promptly forwarded as well.

If you have any questions, please contact Maria Le Boeuf at (518) 474-1362.

By direction and delegation  
of the Commission,

Handwritten signature of Allan H. Bausback in cursive.

Allan H. Bausback  
Director  
Office of Communications

cc: Robert Delsman, Esq.  
NextG Networks of NY, Inc.  
2033 Gateway Place, Suite 500  
San Jose, CA 95110-3709

Enclosure

## Proposed Locations in the City Of Rye

Customer Node ID	Latitude	Longitude	Closest Street Address	On Street
ODAS_WEST_N192	40.979977	-73.699977	290 North st	North St
ODAS_WEST_N194	40.974761	-73.694671	12 Sharon Ln	Sharon Ln
ODAS_WEST_N199	40.979682	-73.697097	124 Maple ave	Maple Ave
ODAS_WEST_N206	40.980935	-73.681797	44 Grace Church St	Grace Church St
ODAS_WEST_N207	40.982891	-73.67976	8 Holly Ln	Holly Ln
ODAS_WEST_N216	40.983397	-73.690144	151 Locust ave	Locust Ave
ODAS_WEST_N226	40.973723	-73.699185	401 Theodore Fremd Ave	Theall Rd
ODAS_WEST_N227	40.972115	-73.700646	411 Theodore Fremd Ave	Theall Rd
ODAS_WEST_N228	40.96958	-73.702641	555 Theodore Fremd Ave	Theall Rd
ODAS_WEST_N231	40.968234	-73.703793	330 Theall Rd	Osborne Rd
ODAS_WEST_N233	40.966302	-73.701183	57 Osborne Rd	Osborne Rd
ODAS_WEST_N239	40.964291	-73.703176	42 Lasalle Ave	Glen Oaks Dr
ODAS_WEST_N247	40.961636	-73.69968	47 Soundview Ave	Soundview Ave
ODAS_WEST_N248	40.960297	-73.698198	98 Soundview Ave	Soundview Ave
ODAS_WEST_N249	40.958368	-73.69581	170 Soundview Ave	Soundview Ave
ODAS_WEST_N255	40.963749	-73.682672	339 Rye Beach Ave	Rye Beach Ave
ODAS_WEST_N261	40.960694	-73.691962	19 Hix Ave	Hix Ave
ODAS_WEST_N265	40.959945	-73.683144	630 Forest Ave	Dearborn Ave
ODAS_WEST_N267	40.960442	-73.685816	53 Dearborn Ave	Dearborn Ave
ODAS_WEST_N268	40.962438	-73.68231	578 Forest Ave	Forest Ave
ODAS_WEST_N269	40.95994	-73.688288	2 Garden Dr	Garden Dr
ODAS_WEST_N272	40.961302	-73.686952	10 Van Buren St	Van Buren St
ODAS_WEST_N274	40.957782	-73.687341	51 Hewlett Ave	Hewlett Ave
ODAS_WEST_N279	40.951041	-73.684584	5 Pine Island Rd	Pine Island Rd
ODAS_WEST_N281	40.957526	-73.689085	650 Milton Rd	Milton Rd
ODAS_WEST_N283	40.944423	-73.695083	350 Stuyvesant Ave	Stuyvesant Ave
ODAS_WEST_N285	40.950422	-73.691306	150 Stuyvesant Ave	Stuyvesant Ave
ODAS_WEST_N286	40.962681	-73.705331	421 Park Ave	Park Ave
ODAS_WEST_N287	40.948598	-73.688398	999 Forest Ave	Forest Ave
ODAS_WEST_N288	40.946246	-73.693019	290 Stuyvesant Ave	Stuyvesant Ave
ODAS_WEST_N289	40.955003	-73.690219	740 Old Milton Rd	Old Milton Rd
ODAS_WEST_N252	40.967448	-73.687004	4 Ellsworth St	Playland Pkwy
ODAS_WEST_N271	40.957462	-73.684092	717 Forest Ave	Forest Ave
ODAS_WEST_N282	40.941949	-73.696417	499 Stuyvesant Ave	Stuyvesant Ave
ODAS_WEST_N193	40.976517	-73.693379	95 North st	North St
ODAS_WEST_N195	40.973615	-73.693455	11 North st	North St
ODAS_WEST_N196	40.978064	-73.692768	2 Hammond Rd	Theodore Fremd Ave
ODAS_WEST_N197	40.987699	-73.686586	19 Seneca st	Seneca St
ODAS_WEST_N198	40.982784	-73.696418	255 Central ave	Central Ave
ODAS_WEST_N203	40.984	-73.693498	190 Locust ave	Locust Ave
ODAS_WEST_N208	40.984595	-73.680535	" " Thistle Ln	Thistle Ln
ODAS_WEST_N211	40.984591	-73.683514	17 Purdy ave	Purdy Ave
ODAS_WEST_N218	40.986494	-73.677473	17 Peck ave	Peck Ave

ODAS_WEST_N219	40.987004	-73.682348	33 Cedar st	Cedar St
ODAS_WEST_N221	40.984812	-73.68887	14 Ridgewood Dr	Ridgewood Dr
ODAS_WEST_N222	40.985742	-73.686616	4 Ridgewood Dr	Iroquois St
ODAS_WEST_N223	40.987111	-73.687746	64 Highland Rd	Highland Rd
ODAS_WEST_N229	40.96945	-73.697551	37 Colby Ave	Old Post Rd
ODAS_WEST_N234	40.96887	-73.692753	80 Claremont Ave	Claremont Ave
ODAS_WEST_N235	40.968316	-73.694972	45 Fulton Ave	Fulton Ave
ODAS_WEST_N236	40.96659	-73.694493	4 Reymont Ave	Reymont Ave
ODAS_WEST_N237	40.96617	-73.706003	110 Glen Oaks Dr	Glen Oaks Dr
ODAS_WEST_N240	40.966355	-73.703546	12 Harding Dr	Harding Dr
ODAS_WEST_N242	40.965906	-73.693184	112 Sonn Dr	Sonn Dr
ODAS_WEST_N250	40.967361	-73.697316	51 Franklin Ave	Franklin Ave
ODAS_WEST_N253	40.965131	-73.686488	444 Milton Rd	Milton Rd
ODAS_WEST_N254	40.965159	-73.684331	78 Elmwood Ave	Elmwood Ave
ODAS_WEST_N256	40.964766	-73.681298	511 Forest Ave	Forest Ave
ODAS_WEST_N257	40.963197	-73.697396	31 Allendale Dr	Allendale Dr
ODAS_WEST_N258	40.963471	-73.69514	110 Oakland Beach Ave	Oakland Beach Ave
ODAS_WEST_N259	40.960655	-73.695406	20 Chamberlain St	Chamberlain St
ODAS_WEST_N260	40.959633	-73.693772	12 Byrd St	Byrd St
ODAS_WEST_N262	40.962217	-73.688585	530 Milton Rd	Oakland Beach Ave
ODAS_WEST_N263	40.96304	-73.686006	46 Hill St	Hill St
ODAS_WEST_N264	40.961629	-73.683708	387 Oakland Beach Ave	Halsted Pl
ODAS_WEST_N266	40.962348	-73.691238	1 Rose St	Oakland Beach Ave
ODAS_WEST_N270	40.958612	-73.685862	4 Fairlawn Ct	Fairlawn Ct
ODAS_WEST_N275	40.954555	-73.687069	21 Green Ave	Green Ave
ODAS_WEST_N276	40.955742	-73.685681	15 Valleyview Ave	Valleyview Ave
ODAS_WEST_N277	40.953674	-73.688754	31 Overhill Ave	Overhill Ave
ODAS_WEST_N278	40.952667	-73.687736	11 Halls Ln	Halls Ln
ODAS_WEST_N280	40.961833	-73.693775	10 White Birch Dr	White Birch Dr
ODAS_WEST_N284	40.948151	-73.692038	230 Stuyvesant Ave	Stuyvesant Ave

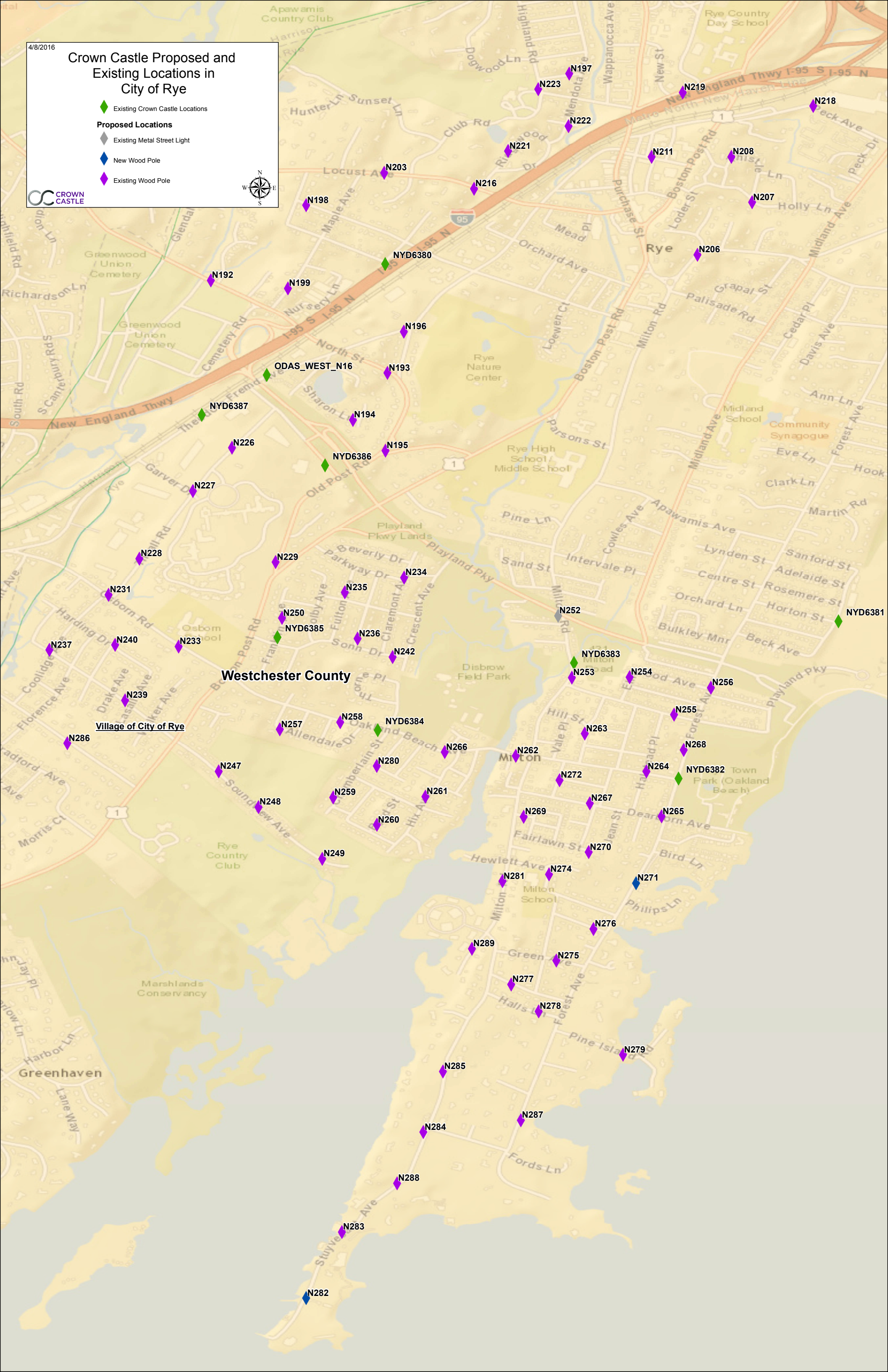
Cross Street 1	Pole ID	Pole Type	Antenna Type
Summit Ave	W29	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Marlene Ct	W1	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
North St	VZ4	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Ralston St	T610	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Larkspur Ln	NYT 9	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Ridgewood Dr	T16	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Playland Access Dr	T23	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Garver Dr	T168	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Osborne Rd	T6	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Coolidge ave	W18	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Boston Post Rd	T 7	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Lasalle Ave	NYT 7	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Boston Post Rd	NYT 5	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Boston Post Rd	W10	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Boston Post Rd	18	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Halstead Pl	11	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Dalphin Dr	NYT 8	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Forest Ave	W13	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Everett St	6	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Rye Beach Ave	T67	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Milton Rd	T78	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Newberry Pl	10707	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Robert Crisfield Pl	W 9	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Forest Ave	NYT 8	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Hewlett Ave	T86	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Dead End	4	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Van Wagenen Ave	NYT 16	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Florence Ave	NYT 8	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Magnolia Pl	T118	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Van Wagenen Ave	31	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Stuyvesant Ave	T 97	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Milton Rd	W006624	MSL	Galtronics 14.5" X 24" (P5622)
Philips Ln	N/A	New	dbSpectra 48 x 8
Dead End	N/A	New	dbSpectra 48 x 8
Hammond Rd	W11S	Wood Pole Top	dbSpectra 48 x 8
Old Post Rd	W18	Wood Pole Top	dbSpectra 48 x 8
Hammond Rd	T47 S	Wood Pole Top	dbSpectra 48 x 8
Mendota Ave	NYT3	Wood Pole Top	dbSpectra 48 x 8
Summit Ave	29	Wood Pole Top	dbSpectra 48 x 8
Maple Ave	NYT21	Wood Pole Top	dbSpectra 48 x 8
Mistletoe Ln		Wood Pole Top	dbSpectra 48 x 8
School St	W5	Wood Pole Top	dbSpectra 48 x 8
Midland Ave	N/A	Wood Pole Top	dbSpectra 48 x 8

New St	17990	Wood Pole Top	dbSpectra 48 x 8
Iroquois St	P5	Wood Pole Top	dbSpectra 48 x 8
Ridgewood Dr	W12	Wood Pole Top	dbSpectra 48 x 8
Club Rd	NYT1	Wood Pole Top	dbSpectra 48 x 8
Boston Post Rd	NYT 1	Wood Pole Top	dbSpectra 48 x 8
Parkway Dr	3701	Wood Pole Top	dbSpectra 48 x 8
Morehead Dr	NYT 6	Wood Pole Top	dbSpectra 48 x 8
Sonn Dr	NYT 1	Wood Pole Top	dbSpectra 48 x 8
Coolidge Ave	NYT16	Wood Pole Top	dbSpectra 48 x 8
Hughes Ave	NYT 1	Wood Pole Top	dbSpectra 48 x 8
Crescent Ave	T4	Wood Pole Top	dbSpectra 48 x 8
Fraydun Pl	NYT 2	Wood Pole Top	dbSpectra 48 x 8
Rye Beach Ave	NYT 58S	Wood Pole Top	dbSpectra 48 x 8
Oakwood Ave	8	Wood Pole Top	dbSpectra 48 x 8
Elmwood Ave	W57	Wood Pole Top	dbSpectra 48 x 8
Fullerton Pl	4	Wood Pole Top	dbSpectra 48 x 8
Griffon Pl	N/A	Wood Pole Top	dbSpectra 48 x 8
Mildred Ave	9	Wood Pole Top	dbSpectra 48 x 8
Helen Ave	W4	Wood Pole Top	dbSpectra 48 x 8
Riverside View Ln	N/A	Wood Pole Top	dbSpectra 48 x 8
Hillside Pl	NYT 3	Wood Pole Top	dbSpectra 48 x 8
Oakland Beach Ave	7	Wood Pole Top	dbSpectra 48 x 8
Rose St	26A	Wood Pole Top	dbSpectra 48 x 8
Dead End	8	Wood Pole Top	dbSpectra 48 x 8
Fairway Ave	4	Wood Pole Top	dbSpectra 48 x 8
Forest Ave	N/A	Wood Pole Top	dbSpectra 48 x 8
Stuyvesant Ave	4	Wood Pole Top	dbSpectra 48 x 8
Forest Ave	6	Wood Pole Top	dbSpectra 48 x 8
Hickory Dr	5	Wood Pole Top	dbSpectra 48 x 8
Van Wagenen Ave	W14 L330	Wood Pole Top	dbSpectra 48 x 8

4/8/2016

### Crown Castle Proposed and Existing Locations in City of Rye

- Existing Crown Castle Locations
- Proposed Locations
  - Existing Metal Street Light
  - New Wood Pole
  - Existing Wood Pole



Westchester County

Village of City of Rye

Greenhaven

NYD6381

NYD6384

NYD6382

NYD6383

NYD6386

NYD6387

NYD6380

## Existing Crown Castle Locations in the City of Rye

Location ID	Latitude	Longitude	Location Address	Installation Type
NYD6382	40.961369	-73.682507	Across from 594 Forest Ave	Pole Top
NYD6384	40.963170	-73.693739	138 Oakland Beach Ave	Pole Top
NYD6383	40.965694	-73.686414	Side of 411 Milton Rd (50ft South)	Pole Top
NYD6385	40.966648	-73.697485	36 Franklin Ave	Pole Top
NYD6381	40.967238	-73.676533	Across from 52 Roosevelt Ave	Pole Top
NYD6386	40.973074	-73.695710	120 Old Post Rd	Pole Top
NYD6387	40.974950	-73.700310	Across from 401 Theodore Fremd Ave	Comm Zone
NYD6380	40.980584	-73.693459	2 Clinton Ave	Pole Top



Existing Crown Castle  
Deployments in the City of  
Rye

NYD6387 Comm Zone Installation - Across from 401 Theodore Fremd Ave



NYD6387 Comm Zone Installation - Across from 401 Theodore Fremd Ave



NYD6383 Pole Top Installation - Side of 411 Milton Rd (50ft South)



NYD6383 Pole Top Installation - Side of 411 Milton Rd (50ft South)



NYD6382 Pole Top Installation - Across from 594 Forest Ave



NYD6382 Pole Top Installation - Across from 594 Forest Ave





# CITY COUNCIL AGENDA

NO. 8

DEPT.: City Manager

DATE: August 3, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Public Hearing to amend local law Article 21, "Financial Procedures", Section §C21-9, "Bond Resolutions", of the Charter of the Rye City Code, to eliminate the City's discretionary debt limit.

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER C-21  
SECTION 9

**RECOMMENDATION:** That the Council hold a Public Hearing on the proposed revision to the Rye City Charter, Article 21, "Financial Procedures", Section §C21-9, "Bond Resolutions", to eliminate the City's discretionary debt limit.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

The City Charter currently places the following limitations on the issuance of new debt:

- ❖ The City Council can authorize the issuance of new debt up to 5% of the average gross annual budget (General Fund, Cable TV Fund, Boat Basin Fund, Golf Club Fund) for the preceding 3 years
- ❖ Debt exceeding 5% of the average gross annual budget, but not exceeding 10%, requires super-majority City Council vote and a permissive referendum
- ❖ Debt in excess of 10% of the gross annual budget requires approval of the voting public in a general or special election
- ❖ There are exemptions for Public Safety and Disaster Rebuilding of \$2.5 million each

Most municipalities follow the New York State Constitutional debt limit which is a percentage of the five-year average full valuation of taxable property within a municipality. A proposal has been put forward to eliminate the self-imposed Charter debt limit and follow the NYS debt limit.

See attached proposed Local Law.



**CITY OF RYE**  
**LOCAL LAW NO. 2016**

A local law to amend Article 21 "Financial Procedures" to eliminate any City imposed debt limit and authority the issuance of debt in accordance with New York State Local Finance Law and other applicable State limits as follows:

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

**Section 1:**

Article 21. Financial Procedures. § C21-9. Bond Resolutions.

- ~~A.~~ ~~All bond resolutions, except as hereinafter provided, authorizing the issuance of bonds in excess of 10% of the average of the gross annual budget of the city for the preceding three years shall be adopted by a vote of at least five members of the council and shall be subject to the approval of a majority of the qualified voters voting at a general or special election.~~
- ~~B.~~ ~~All bond resolutions, except as hereinafter provided, authorizing the issuance of bonds in excess of 5% of the average of the gross annual budget of the city for the preceding three years but not more than 10% of such average shall be adopted by a vote of at least five members of the council and shall be subject to a permissive referendum, provided that the aggregate of the proposed bond issue and the outstanding obligations under bonds previously issued subject to a permissive referendum does not exceed 10% of such average.~~
- ~~C.~~ A. The Council may, by a vote of at least five members thereof, authorize the issuance of bonds not in excess of 5% of the average of the gross annual budget of the city for the preceding three years, provided that the aggregate of the proposed bond issue and the outstanding obligations under bonds previously issued without being subject to any referendum does not exceed 5% of such average.
- ~~D.~~ B. The provisions of this section shall not apply to bond resolutions authorizing the issuance of bonds for the payment of judgment, or compromised or settled claims against the City, or awards or sums payable by the City pursuant to a determination by a court, or an officer, body or agency in an administrative or quasi-judicial capacity, or any capital improvement or equipment proposed to be constructed or acquired where the expense thereof, other than operation and maintenance, is to be borne by local assessment upon the several lots and parcels of land which the Council shall determine and specify to be especially benefited thereby, or capital improvements or equipment to be constructed or acquired which have been determined by resolution of the

council to be required to implement a Federal, State or County of Westchester mandate failure of which to comply with could, in the judgment of the Council expressed in resolution, result in the imposition of a fine or penalty, or authorizing the issuance of obligations to be sold to the New York State Environmental Facilities Corporation or any successor thereto.

~~E.~~ C. The provisions of this section shall not apply to bond resolutions authorizing the issuance of bonds for the payment of capital improvements or equipment proposed to be constructed or acquired for purposes determined by resolutions of the council to be required for public safety purposes requiring urgent action, in an amount not exceeding \$1,000,000 in the aggregate in any fiscal year, and provided that on the date of adoption of said bond resolution, the Council determines that the aggregate of the proposed bond authorization and the outstanding principal amount of obligations previously issued for public safety purposes requiring urgent action in reliance on this paragraph C ~~E~~ does not exceed \$2,500,000. In making such determination, the Council shall disregard certain such outstanding obligations to the extent provided below. Such determination shall be conclusive for all purposes of this paragraph C ~~E~~, irrespective of whether through inadvertence or otherwise such determination is later found to be inaccurate. In the event that the Council determines that the aggregate of the proposed bond authorization and the outstanding obligations issued for public safety purposes requiring urgent action exceeds \$2,500,000, the Council may authorize a mandatory public referendum on the question of whether such bond authorization shall become effective. In the event of approval of such authorization at a referendum, such authorization shall become effective and i) the obligations issued or to be issued in reliance on such bond authorization, and ii) the outstanding amount of obligations previously issued or authorized for public safety purposes requiring urgent action in reliance on this paragraph C ~~E~~ on the date of adoption of such bond authorization, shall be thereafter disregarded for all purposes of this paragraph C ~~E~~.

~~F.~~ D. The provisions of this section shall not apply to bond resolutions authorizing the issuance of bonds for the payment of capital improvements or equipment proposed to be constructed or acquired for purposes determined by resolution of the Council to be required for natural disaster reconstruction as a result of a natural disaster, as declared by the Federal Government or the State government requiring urgent action, in an amount not exceeding \$2,500,000 in the aggregate in any fiscal year, and provided that on the date of adoption of said bond resolution, the Council determines that the aggregate of the proposed bond authorization and the outstanding principal amount of obligations previously issued for natural disaster reconstruction purposes requiring urgent action in reliance on this paragraph D ~~F~~ does not exceed

\$2,500,000. In making such determination, the Council shall disregard certain outstanding obligations to the extent provided below. Such determination shall be conclusive for all purposes of this paragraph F, irrespective of whether through inadvertence or otherwise such determination is later found to be inaccurate. In the event that the Council determines that the aggregate of the proposed bond authorization and the outstanding obligations issued for natural disaster reconstruction purposes requiring urgent action exceeds \$2,500,000, the Council may authorize a mandatory public referendum on the questions whether such bond authorization shall become effective. In the event of approval of such authorization at a referendum, such authorization shall become effective and i) the obligations issued or to be issued in reliance on such bond authorization, and ii) the outstanding amount of obligations previously issued or authorized for natural disaster reconstruction purposes requiring urgent action in reliance on this paragraph ~~D~~ F on the date of adoption of such bond authorization, shall be thereafter disregarded for all purposes of this paragraph ~~D~~ F.

**Section 2: Severability.**

If any clause, sentence, paragraph, section or part of any section of this title shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy and in which such judgment shall have been rendered.

**Section 3: Effective date.**

This local law will take effect immediately on filing in the office of the Secretary of State.



# CITY COUNCIL AGENDA

NO. 9

DEPT.: Corporation Counsel

DATE: August 3, 2016

CONTACT: Kristen K. Wilson, Esq.

**ACTION:** Consideration to set a Public Hearing regarding a request from Mr. and Mrs. Kenneth Mealey to remove a portion of Richard Place at the location of 19 Richard Place from the City's Official Map.

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Council set a Public Hearing regarding a request from Mr. and Mrs. Kenneth Mealey to de-map a portion of Richard Place in front of their home at 19 Richard Place.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

The request is to de-map a portion of the street located at 19 Richard Place.

**BACKGROUND:**

See attached request.

Kenneth & Shelly Mealey  
19 Richard Place  
Rye, NY, 10580  
Cell: 914.500.5352

July 29, 2016  
**VIA E-MAIL**

Mr. Marcus Serrano  
Rye City Manager  
1051 Boston Post Road  
Rye, New York 10580

Re: Supplement to the Request to amend the property line at 19 Richard Place  
Tax map identification: SBL 146-11-3-13

Dear Mr. Serrano;

As previously communicated, this letter is to provide supplemental information to our original request of June 8<sup>th</sup> where we respectfully requested an adjustment our property line. It was our hope in preparing this casual format that the City Council would the reading more interesting and a bit of welcome relief from the steady diet of legal form reviews.

**Top Eight Reasons Why the City Council should help us ‘fix’ our property line.**

**8. Conformance** - It will bring our ‘property line’ in conformance with the rest of the properties on the street.

**7. Consistency** - As an existing anomaly, correcting the property line achieves an important zoning plan goal as all Zoning enabling acts contain some version of a requirement that the zoning be “in accordance with a comprehensive plan.”

**6. Community Character** – All of the homes on my street have a sidewalk that runs straight along the street. If my property line were to be retrofitted with a sidewalk, it would ‘zig-zag’ in a manner out of character with the rest of the street and neighborhood. With the adjustment, the sidewalk becomes ‘congruent’ with the community character.

**5. The Neighbors Support it** - There is not impact to anyone else on Richard Place. Given the home’s location at the end of the street, there would not be a functional impact to anyone else’s right of easement (access/egress) to their property. Our driveway sits furthest down the end of

street well beyond my neighbors. Furthermore, they have provided their written approval of the approach and the City Council should too.

**4. Its endorsed by the Design Professionals** – Given the project scope change driven by the unanticipated developments, our real estate agent, contractor, project manager and several ‘home design’ colleagues were consulted on multiple designs options and alternatives. All of them unanimously agreed that our current approach is the optimal and preferred solution.

**3 A Reasonable Approach to Permit Enforcement** – As a result of the Rye City’s determination that our property sits in the 100 foot wetland buffer, the resulting required wet land remediation plan calls for us to use 402 sq ft of our modest .15 acre lot for plants and bushes. To give a sense of scale, the mitigation plantings will occupy an estimated 25% of our back yard i.e. a significant portion. As a possible relief in the front of the house, if we’re allowed to adjust our property line, we could potentially use some of that 307 sq ft for plants and bushes so as free up play space in the back yard for our children and their friends.

**2. No Precedent Set** – There is no other private, dead end street in Rye with a zig-zag indent property line and combined wet land set back obligation like that at 19 Richard Place. Granting the relief sought is a once in a life time event.

**1. All things considered, it’s a Fair and Reasonable Request** – While we feel honored and privileged to live in a great city like Rye, this project has not come without a significant City exacted cost to our family. As you’ll note from the below table of Rye City generated fees and expenses, even a small renovation like ours (Estimated cost of \$235,000) has generated a disproportionate amount of fees (\$45,000 i.e. 20%) relative to the project size.

### Conclusion

Thank you in advance for your collective consideration of this request. If you should have any questions or doubts, please do not hesitate to contact me. We look forward to discussing this matter with the Council at your next meeting on Wednesday, August 3, 2016

Kind Regards,

Kenneth and Shelly Mealey  
M914.500.5352

Cc: Ms. Kristen Wilson, Corporate Counsel  
Mr. Christian Miller, City Planner  
Mr. Kerry Lenahan, Building Inspector  
Mr. John Scarlato, Architect

**Rye City - Renovation Related Expenses**

<b><u>Description - Building Permit Costs</u></b>	<b><u>Amount</u></b>	<b><u>City Dept Requirement</u></b>
Architect-Design Plans	\$11,275	Required by Building Dept.
Engineer's Inspection	\$650	Required by Building Dept.
Property Survey (incl. topographical)	\$2,250	Required by Building Dept.
Property Survey - Foundation Plan	\$500	Required by Building Dept.
Property Survey - Final "As Built"	\$650	Required by Building Dept.
Zone Board of Appeals Fee (ZBA) - \$500/appearance	\$1,000	Required by Building Dept. 'for any variances'
Board of Architectural Review - \$500/appearance	\$1,000	Required by Building Dept.
Building Permit \$17/\$1000 of blding Cost (Est.)	\$4,000	Required by Building Dept.
Sub-total	<u>\$21,325</u>	
<b><u>Description - Wet Land Permit Costs</u></b>		
Wet Land Permit Plan by Landscape Architect	\$3,500	Required by Planning Commission
Site Survey & Water Control Plan	\$2,500	Required by Planning Commission
Cultec Drywell	\$2,500	Required by Planning Commission
Wet Land Permit Fee	\$988	Required by Planning Commission
Inspection	\$500	Required by Planning Commission
Actual Plants and Labor	\$7,000	Required by Planning Commission
Actual Plants and Labor - Assurance Deposit	\$7,000	Required by Planning Commission
Sub-total	<u>\$23,988</u>	
<b>Grand Total</b>	<b><u>\$45,313</u></b>	

Kenneth & Shelly Mealey  
19 Richard Place  
Rye, NY, 10580  
Cell: 914.500.5352

July 8, 2016  
**VIA E-MAIL**

Mr. Marcus Serrano  
Rye City Manager  
1051 Boston Post Road  
Rye, New York 10580

Re: Request to amend the property line at 19 Richard Place  
Tax map identification: SBL 146-11-3-13

Dear Mr. Serrano;

This letter is to respectfully request an adjustment our property line. We make this request at the suggestion of Mr. Christian Miller, Mr. Kerry Lenahan and Ms. Kristen Wilson whom, after several detailed discussions, guided us to seek the solution we need for our home renovation from the City Council.

For helpful background, my wife and I are owners and residents of the house at 19 Richard Pl. We've lived there for seventeen years with our two young children. Our modest property is an approximate 6,579 square foot lot with a single-family, two-and a half story house at the end of Richard Place which is a private right-of-way. Approximately eighteen months ago, we began a renovation project to add 750 sqft to our small (1681 sqft), old (1930) home.

When we created our first design last year with our architect Mr. Scarlato, we put great effort into trying to minimize the variances necessary as part of the renovation. This was no small effort since the age of our house predates much of the current City of Rye Zoning Code and the very close proximity of our house to the street effectively (sits within the required 50 foot set back from the center of the street) required that anything we did outside of the existing footprint auto-generated a costly Zoning Board of Appeal (ZBA) variance request.

Once construction commenced and we worked our way through the city inspection process, it became obvious that the original design as allowed by the ZBA's May 14<sup>th</sup> 2015 variance approval was inadequate to provide the benefits originally sought by the renovation. So, we sought and were granted a revision on June 14<sup>th</sup>, 2016. Specifically, without a larger porch with a centered entry point, the house must be arranged in a fashion that reduces the use of the living room and alters the relationship of doors, windows and interior space that will hamper and negatively impact the functionality and flow of the home.



Further complicating our situation is that one portion of the front property line of our property is set back 10 feet further from the street than the other portion of the front property line. This “indent” is a feature unlike every other property on Richard Place and, in truth, unlike most residential properties in Rye or Westchester.

After multiple discussions over the past six months trying to resolve the issue with our architect, contractor, Rye Building Department and City Planner, we’ve reached the best alternative design compromise that, as proposed, would place a small portion (8 sqft) of our front steps over the property line into the indent section of the street. The Building Department and City Planner are unable to approve the proposed design as a matter of law, so we seek support from the City Council which has the authority to help us. If the Council approves our request to nominally adjust our property line, we’ll be able to implement the optimal design solution for our front porch and steps (see attachment #1).

#### The Balance of Factors Favors the Council Approving our Request

While there is no well defined NYS process, standard or balancing test to apply to a property line modification request like ours, we thought it helpful to apply the same considerations as the ZBA uses to balance the benefit to the applicant (us) as weighed against the potential detriment to the neighborhood or community in approving our request. Thus, we considered:

#### **1. Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the property line change?**

Amending the property line to permit rearrangement of the front door and porch will not produce an undesirable change in the character of the neighborhood nor will it be a detriment to nearby properties. Rather, we respectfully advocate that the proposed modification will provide for functional living space and improved, balanced aesthetics to our current residence without extreme architectural or design changes. The property itself is located at the end of a dead-end street and is not a home generally seen by the public unless they are visiting one of the homes on that end of Richard Place.

Furthermore, as you will note by the images of other neighborhood homes included in attachment #2, there will be no adverse impact to the character of the neighborhood or detriment to nearby properties as a result of the modification. Actually, the adjustment would in fact match all of the other homes property lines along Richard Place. And, it would eliminate an unexplained aberration that doesn’t occur anywhere else in any of the nearby dead end streets (attachment #1). That is, it would in effect bring us into alignment with our street and other streets nearby.

Additionally, you’ll note that many of the neighborhood homes, including the two homes directly across the street from us, are closer to Richard Place than ours. One home, 12 Richard Place has a porch with stairs leading almost directly to the sidewalk (attachment #2). There are no homes to the south or east of our home that would have views and 13 Richard Place to the north looks out to the west-northwest and not at our house.

The surrounding property images and overview maps we provided clearly demonstrate that proposed change and improvements will be entirely in keeping with the character and pattern of the street and neighborhood. Our renovation, as redesigned, will only add to the 'inviting nature' of Richard Place as a tree-lined street with walkable-scale homes accessed directly from the sidewalk. Notably, other properties on the street all have straight lot front lot lines whereas the indented front lot line is singular to our house. The result is that all the homes on the street have steps and/or porches just a few feet back from the sidewalk while ours at 19 Richard Place is further back from the sidewalk than all the other homes in the neighborhood and will remain so even with the grant of approval.

## **2. Can the Benefits Sought Cannot Be Reasonably Achieved by Other Means?**

Other approaches or methods will not achieve the benefits sought without an adverse impact to the character of the surrounding neighborhood. As noted above, the alternative design previously proposed provided limited functionality and would not provide the benefit sought by the remodeling program in the first place. The design challenges at issue here involve the relationship of the front entrance and porch with the rest of the house therefore shifting the entrance to another area of the home which is illogical particularly as the street is defined by inviting homes with walkways and entrances that provide direct access from the street. The design originally conceived technically worked but the location of the front door would appear odd and out of character with the home and would foster an unbalanced appearance not in keeping with the area. Moreover, such alterations would ultimately be of little benefit to us as the homeowners. We respectfully emphasize that moving ahead with this prior design is unnecessary given the nominal change needed to accommodate the proposed re-design.

Please also consider that our objective here is a modification of the existing home preserving the character of the neighborhood and is not and has never been a "big box" proposal or massive change to the existing residence. Rather, and as noted above, the intent is to simply to augment the character of the home as it relates to the existing neighborhood while achieving a more practical functionality internally. While the remodeling now requires the small amendment requested, the effect will be not just more functional and but more appropriate to the home and in keeping with the neighborhood.

## **3. The Request is Not Substantial and Solves a Puzzling Historical Issue**

The requested property line change is minimal. At 10'x37' the total requested adjustment is only 370 feet. Relatively speaking, the size of the adjustment is small compared with the benefit of correcting the unusual "indent" of the front property line. Also, please note that I've completed an exhaustive amount of due diligence research on the historical reason for the indent with both the Fidelity Title Company (see attached Fidelity Title Chain Special Research) and the Rye Historical Society Knapp House without conclusive result. What's more puzzling is that our house was built by the same builder who constructed all the homes on the street around the same period, 1930. Strangely, a portion of the front lawn and driveway occupy the space of the indent and have, according the City's Assessment records and survey on file (see attachment #1 - survey dated January 15<sup>th</sup>, 1955) since the original construction of the house in 1930.

And, while the historical reason for this irregularly shaped lot-line is unclear, it is peculiar given the size of the nature of surrounding lots which all have very straight front lot lines on Richard Place and all the nearby similar dead end roads.. It is effectively a ‘one-of-a-kind, thorn-in-our-side’ situation that we’re trying to remedy.

#### **4. Requested Variance Will Not Have Negative Impact**

The proposed adjustment will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district. As you’ll note, the proposed design is more than what is provided by other homes in the neighborhood as demonstrated in the attachment #2 photos. Any visual impact will be at best very minor and otherwise mitigated by a more holistic and balanced design of the home.

The proposed change will not change the nature of the house as a single-family home, will not impact traffic and will not result in any additional noise, vibrations, smoke or other emissions other than those related to normal construction activities. The homes location at the end of the street implies there’s no conflict with any other compelling reason to preserve the small indent. I have conferred with all of my neighbors who live on the street, secured their support of the initiative and submitted signed letters from every home on the street to corroborate their support during the ZBA process. I can reproduce that if helpful to the Council or several of them have even voluntarily offered to testify on our behalf if necessary.

#### **5. Difficulty at Issue is Not Self-Created**

Finally, while we began the remodeling project voluntarily, the application of the dimensional requirements mandating the proposed design changes could not have been anticipated by any reasonable person. Comments from our architect, the Building Department and City Planner indicate that while they have years of local experience and have seen just about everything, admittedly, they’ve never seen anything like our situation before. Nearly any modification of our home’s front portion would require a variance given the applicable dimensional requirements and City Code. This challenging situation has been further exacerbated given the added burden of the irregular front lot line.

#### **Materials Submitted**

In further support of our application and in addition to this letter, please find enclosed attachments #1 and #2 of various home photos, surveys, design diagrams, street maps and aerial images of the neighborhood as well as the Fidelity Title Company Title Chain Special Research.

#### **Conclusion**

In light of the above reasoning and balancing analysis, and as will be further discussed at the City Council meeting this Wednesday, July 13<sup>th</sup>, on this matter, we respectfully advance that no negative consequences would result from the granting of the proposed adjustment to our property line to allow for the construction of the proposed porch and reconfiguration of the door and remodeled front. We further respectfully conclude that the benefit to us if the request is

approved far outweighs any possible detriment to the health, safety and welfare of the neighborhood or community by such a decision. In truth, the record demonstrates that the unique facts and circumstances in this situation satisfy all the criteria for the granting of the requested adjustment to our property line. Moreover, the proposed design is consistent with the neighborhood character and assures the most beneficial use of space within the home.

Thank you in advance for your collective consideration of this request. If you should have any questions or doubts, please do not hesitate to contact me. We look forward to discussing this matter with the Council at your next meeting on Wednesday, July 13, 2016

Kind Regards,

Kenneth and Shelly Mealey  
M914.500.5352

Cc: Ms. Kristen Wilson, Corporate Counsel  
Mr. Christian Miller, City Planner  
Mr. Kerry Lenahan, Building Inspector  
Mr. John Scarlato, Architect

Overhead view of property survey with requested proposed property line adjustment noted by red arrow ← - - - - - →

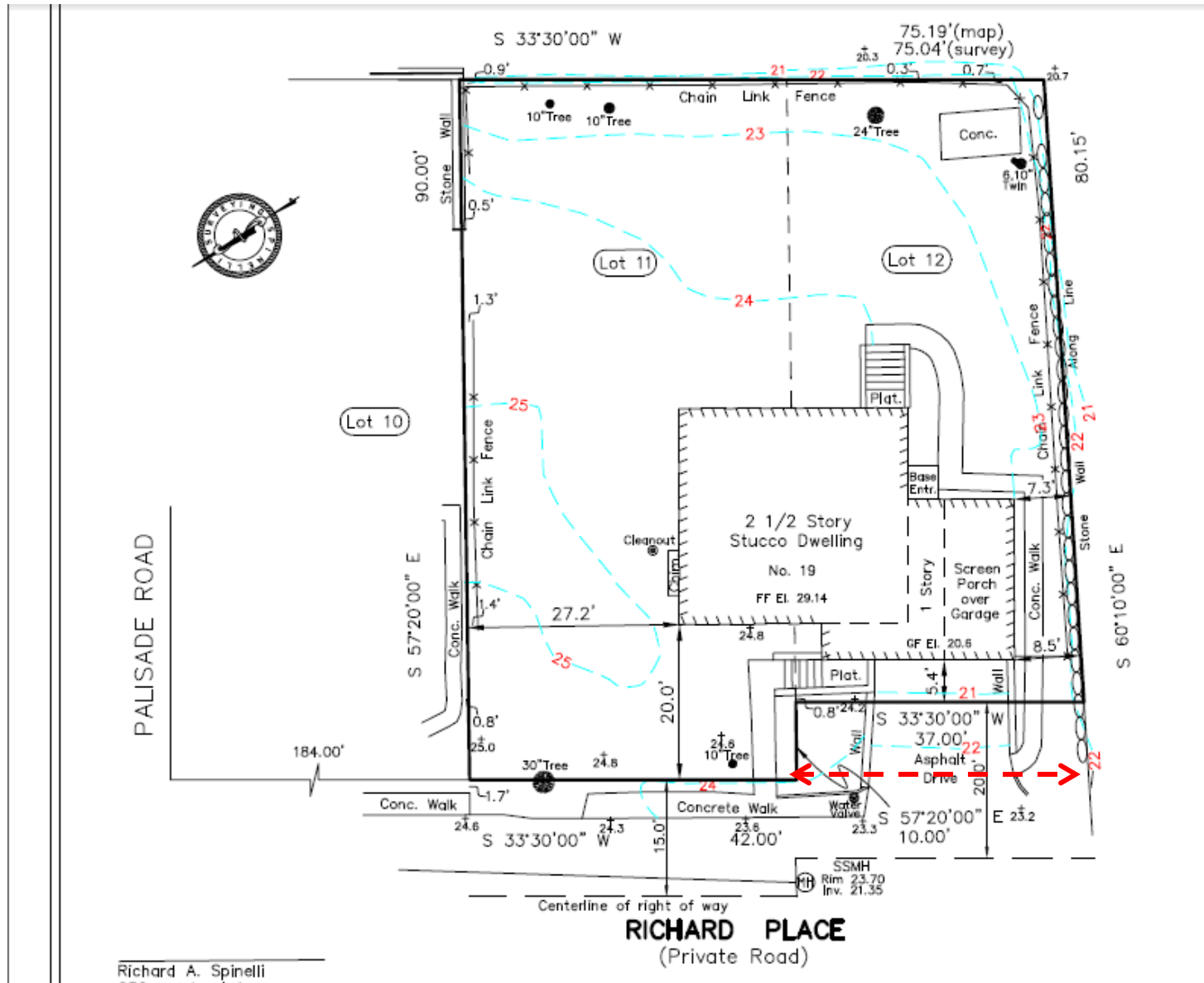


Image Source: Google Maps. (\*Redline is 'approximate' illustration of 'indent' based on survey pins)

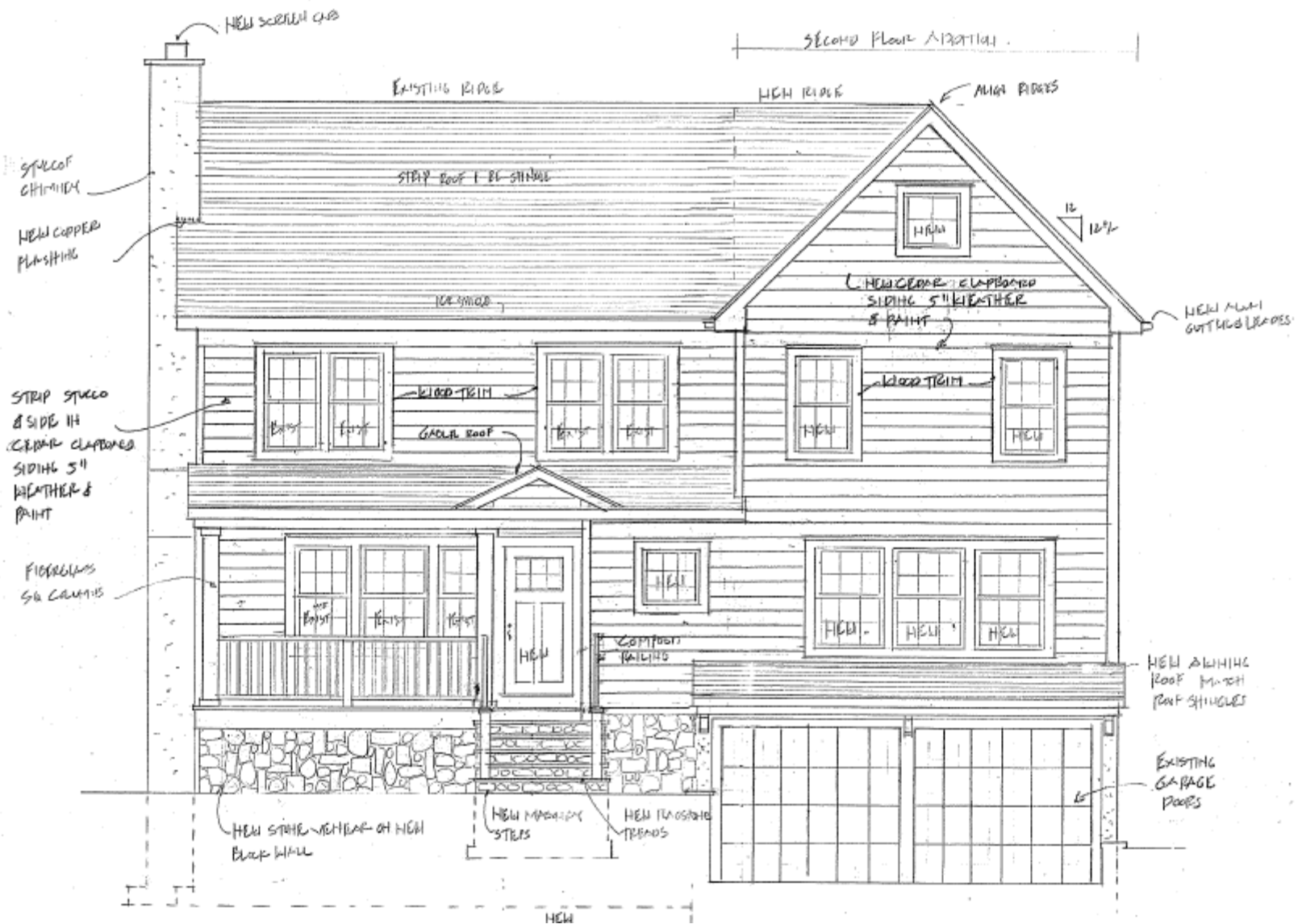


88 Richard Place, Rye, New York

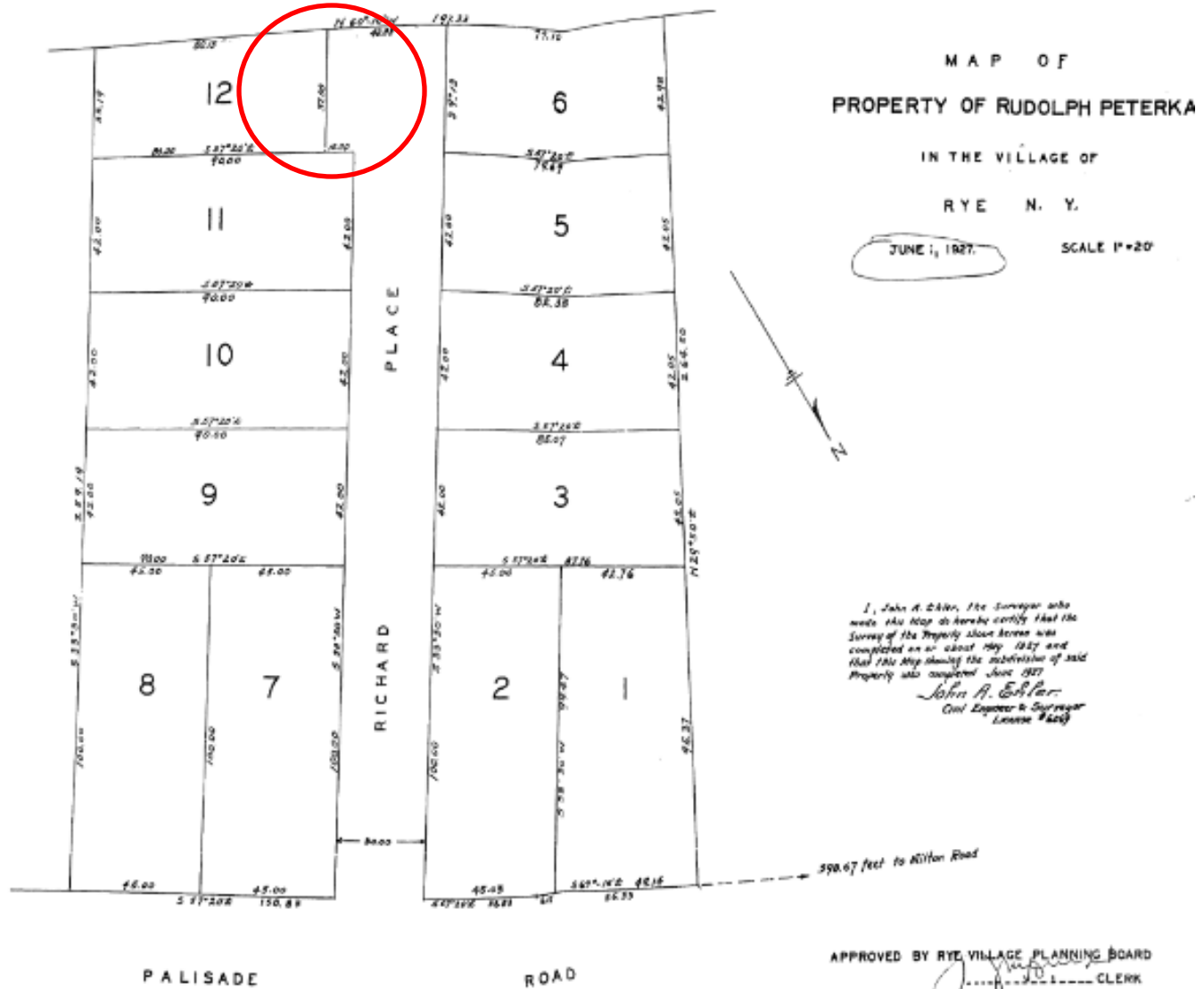
Google

Image capture: Sep 2012 © 2016 Google Terms Report a problem

# 'Proposed' Front Porch Design – Front Stairs aligned with front door after property line adjusted through de-mapping process.



Subject Area on Richard Place from original subdivision Map of Property of Rudolph Peterka, June 1927



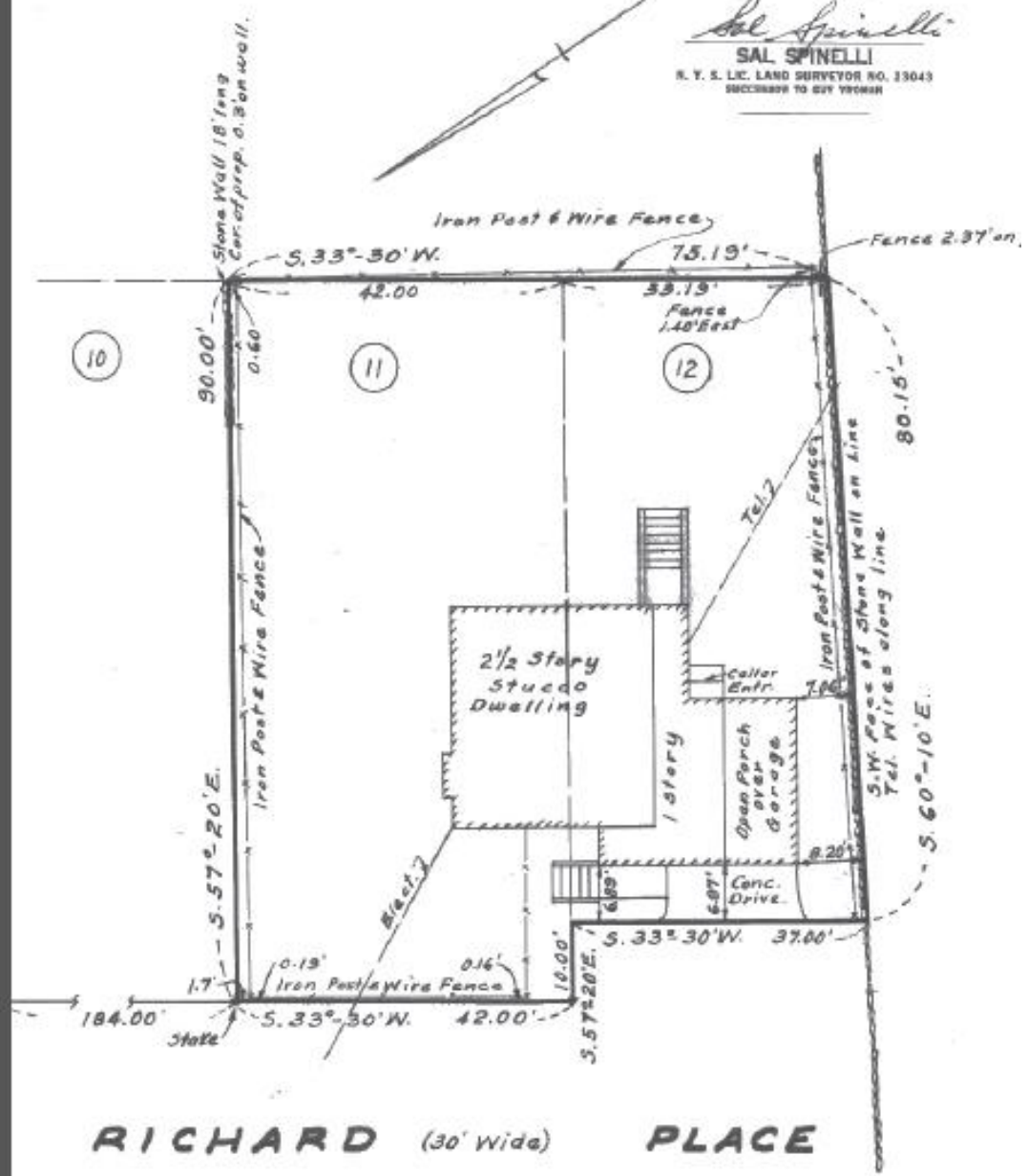


LIABILITY IS LIMITED.

Mamaroneck Federal Savings & Loan Assoc.

SURVEY AND MAP COMPLETED Jan. 17, 1955 SCALE ONE INCH TO 15 FEET.

*Sal Spinelli*  
**SAL SPINELLI**  
N. Y. S. L.C. LAND SURVEYOR NO. 13043  
SUCCESSOR TO GUY YERGAN



19 Richard Place property survey by Richard Spinelli, dated Jan. 17<sup>th</sup>, 1955

**RICHARD (30' Wide) PLACE**

LOCATION	ACC. NO.	BLOCK	LOT	MAP NO.	SEWER	SCHOOL	ZONING	CODE
19 RICHARD PLACE	065400	62	3-11, 3-12	22	1	2	R-T	R-1/210

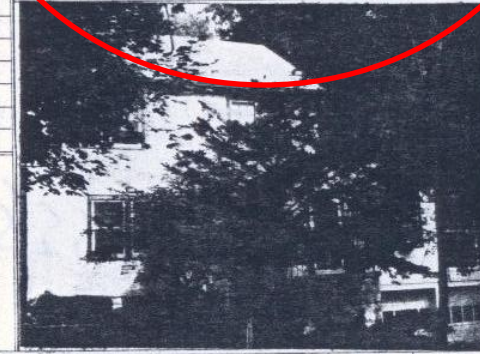
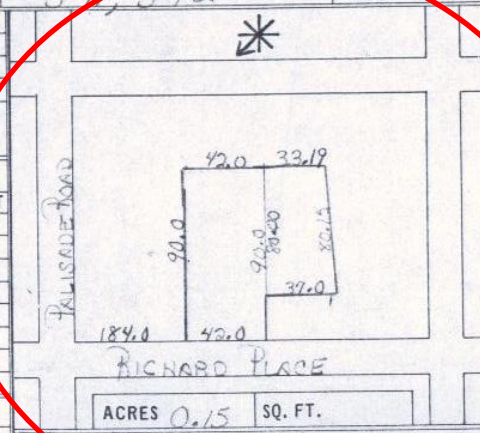
OWNER PETER DAVID R. + KAREN R. STEIN  
 G.E. CAPITAL MFG.  
 FIRST AMER. TAX SERV.

LED MAP 11/12 R.O. NO. 5173

BUILDING PERMITS			
DATE	NUMBER	CONSTRUCTION	ESTIMATED COST

ALTERATIONS AND ADDITIONS		
DATE	DESCRIPTION	ASSESSED
24-76	M.T.C. NEW WINDOWS, roof, 3rd floor finish	

REMARKS:  
 9/91 INTERIOR INSPECTION - S.E.A. N.Y.  
 Building  
 96 N.C.



EXEMPTION	ASSESSMENT RECORD
	LAND 4150
83	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
84	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
	IMPRMT. 8500
19	TOTAL 12650
77	LAND 4150
	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
78	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
79	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
80	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
81	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
82	IMPRMT. 8500
19	TOTAL 12650
	LAND 4150
83	IMPRMT. 8500
19	TOTAL 12650

RECORD OF OWNERSHIP						
OWNER	DATE	LIBER.	PAGE	TT	MTG.	S.P.
JOSEPH LEONARDI & W.						
ROBERT ALAN KINDLER + PAMELA	3/5/81	7687	91	103.00	79,500	94,000
" " " " " "	4/25/84				80,000	
TIMOTHY + DOREEN G. O'MARA	2-26-88	9131	328	1332.00		333,000
DAVID R. PETER + KAREN R. STEIN	8-11-95	11237	37	1260.00		315,000

City of Rye  
 Assessment  
 Record for  
 19 Richard Pl.

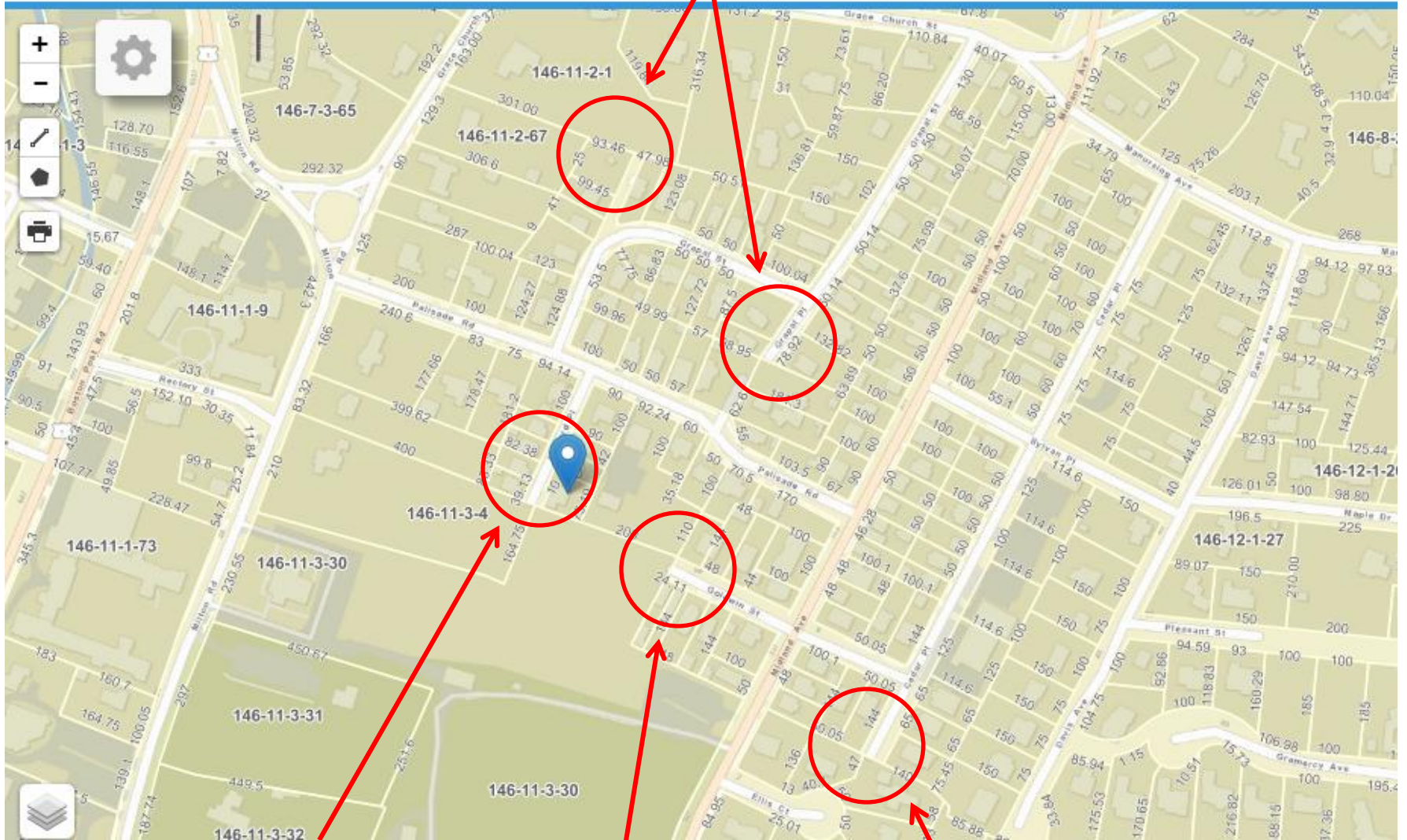
# Similar sized dead end streets in vicinity without a similar indent



City of Rye

Grapal St.

Municipity  Connect



Richard Pl.

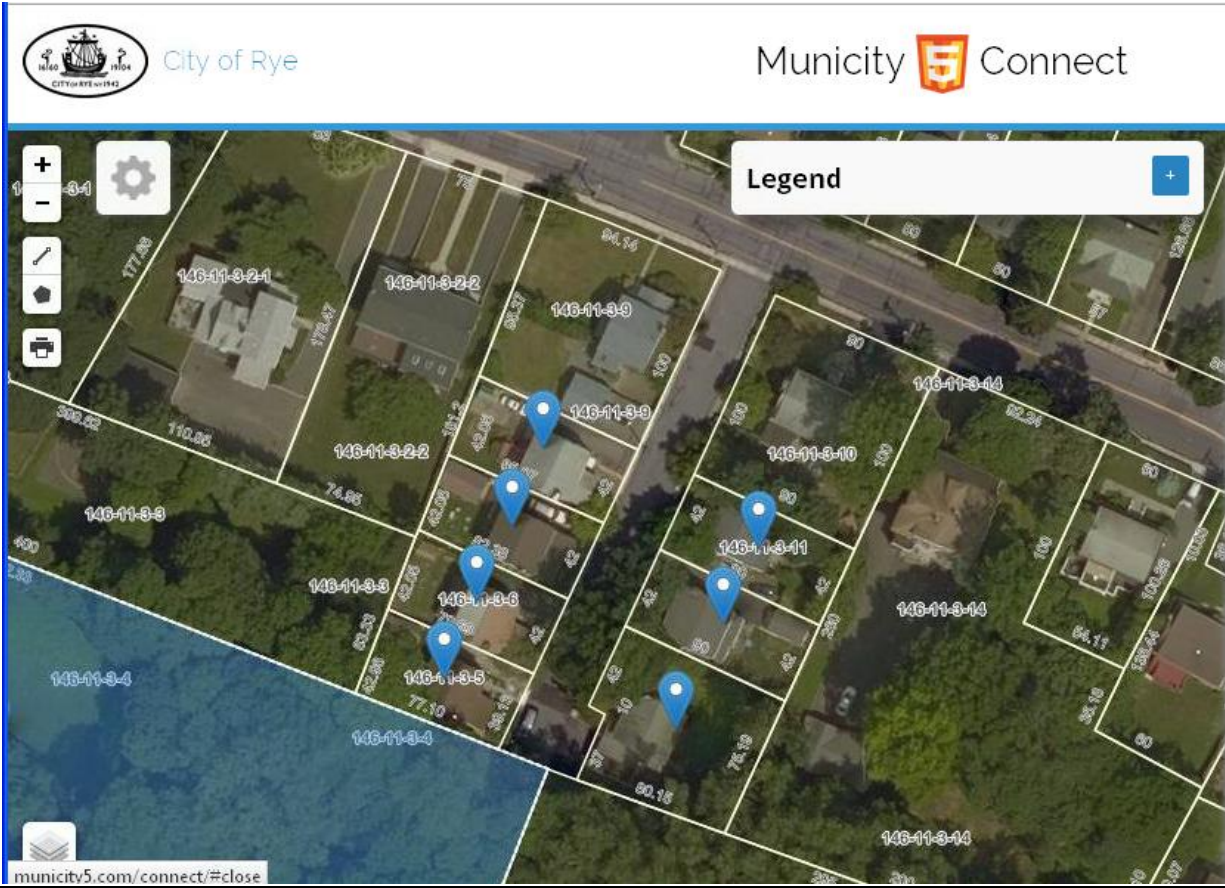
Goldwin St.

Cedar Pl.

**Satellite Image from Westchester County GIS with Tax Parcel Lines  
19 Richard Place Outlined in Yellow**



# Satellite Image from City of Rye GIS with Tax Parcel Lines



**20 Richard Place (Directly Across from 19 Richard Place)**



**14 Richard Place**



**13 Richard Place**



**9 Richard Place**



**10 Richard Place**



**12 Richard Place**





**12 Richard Place**



**Google Street View Images with 19 Richard Place on left.**  
**Note: Renovation will not extend further than existing masonry steps**





**Fidelity National Title Insurance Services, LLC**

Application Date: May 4, 2016

Report Date: May 16, 2016

Title No. 16-7405-74455-WEST

<b>APPLICANT:</b>		<b>AMOUNT OF INSURANCE:</b>	
Kibbe & Iasiello, Esqs. Attention: Terri Iasiello, Esq. 1961 Commerce Street Yorktown Heights, NY 10598 Phone: (914) 962-5513 Fax: (914) 962-5515 Email: kibbeandiasiello@gmail.com			
		<b>INSURED MORTGAGE:</b>	
Sales Rep: BL			
<b>LENDER ATTORNEY:</b>		<b>PURCHASER:</b>	
		<b>OWNER:</b>	
		KENNETH MEALEY and SHELLY A. MEALEY	
<b>OWNER ATTORNEY:</b>			
		<b>SURVEY INSTRUCTIONS:</b>	
		<b>COMPANY CHARGES:</b>	
		Examination of Title	\$ 225.00
		Sales Tax (7.375%)	\$ 16.59
		Sub-Total	\$ 241.59
<b>PREMISES:</b>			
19 Richard Place Rye, NY County of Westchester Municipality of Rye  Filed Map: No.: Phase/Block: Unit/Lot: Dist: Sect: 146.11 Block: 3 Lot: 13			
<b>SPECIAL INSTRUCTIONS:</b>		<b>RECORDING CHARGES:*</b>	
		Sub Total:	\$ 0.00
		<b>* Each document to be recorded subject to a \$40 service fee.</b>	
		<b>TOTAL CHARGES: \$241.59</b>	

Date:	May 4, 2016	Report Date:	May 16, 2016
Title No:	16-7405-74455-WEST	Closer:	
Applicant:	Kibbe & Iasiello, Esqs.	Bank:	
Purchaser:		Bank Attorney:	
Owner:	KENNETH MEALEY and SHELLY A. MEALEY	Seller Attorney:	
Premises:	19 Richard Place	Salesperson:	Brett LaRocque
Rye, NY		County:	Westchester
County of Westchester			
Municipality of Rye			
Filed Map:			
No.:	Phase/Block:	Unit/Lot:	
Dist:	Sect: 146.11	Block: 3	Lot: 13
Type of Insurance:			



DEED

Grantor: Robert A. Kindler and Pamela P. Kindler  
Grantee: Timothy O'Mara and Doreen Germond O'Mara  
Dated: February 26, 1988 Recorded: March 8, 1988  
Liber: 9131 Page: 328

DEED

Grantor: Timothy O'Mara and Doreen Germond O'Mara  
Grantee: David R. Peter and Karen R. Stein  
Dated: August 11, 1995 Recorded: September 14, 1995  
Liber: 11237 Page: 37

DEED

Grantor: David R. Peter and Karen R. Stein  
Grantee: Karen R. Stein  
Dated: December 28, 1998 Recorded: June 25, 1999  
Liber: 12321 Page: 158

DEED

Grantor: Karen R. Stein  
Grantee: Kenneth Mealey and Shelly A. Mealey, husband & wife  
Dated: February 24, 1999 Recorded: June 25, 1999  
Liber: 12321 Page: 162

**(Copy of Deeds enclosed)**

*This certificate is prepared for the limited purposes set forth herein and does not constitute an abstract of title nor does it set forth any defects, liens or encumbrances thereon. It is for the information of the party to whom it is certified only and no other person shall be entitled to rely upon any statements made herein. The liability of the Company hereunder shall not exceed \$5,000.00 Dollars for the search whether by contract or otherwise and no policy of title insurance shall be issued hereunder.*

Countersigned: May 12, 2016

BY: Jean Post  
Jean Post, Account Representative

Libel 2780 P.  
160

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF ~~ROSELAND~~ in the County of Westchester, N. Y.

A true copy of the original WARRANTY DEED and acknowledgment thereof recorded

July 30th, 1927, at 9 A. M.:

At the request of:

EDWARD G. MCANANEY.

*Arthur M. Miller*

Register,

LOUIS BARBER & ORS.

TO

RUDOLPH PETERKA & W.

THIS INDENTURE,

made the 21st day of June, nineteen hundred and twenty-seven (1927.)

BETWEEN LOUIS BARBER and MARY BARBER, his wife, and ANTHONY T. COCCOLA and IRENE E. O'B. COCCOLA, his wife, all of the Village and Town of Rye, County of Westchester and State of New York, parties of the first part, and RUDOLPH PETERKA and MARY PETERKA, his wife; both of the Village and Town of Rye, County of Westchester and State of New York, parties of the second part.

WITNESSETH, THAT THE parties of the first part, in consideration of OTHER VALUABLE CONSIDERATION AND ONE HUNDRED ( \$100.00 ) DOLLARS, lawful money of the United States, paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs and assigns forever,

ALL that certain lot, piece or parcel of land, with the building and improvements thereon, situate, lying and being in the VILLAGE AND TOWN OF RYE, County of Westchester and State of New York, and known and designated as a portion of lot No. 3, block 62, on a map entitled, "Official Map of the Village of Rye," which portion of said lot is more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Palisade Street, distant easterly 396.8 feet from the corner formed by the intersection of the easterly side of Grace Church Street and the southerly side of Palisade Street; thence along the southerly side of Palisade Street, in an easterly direction 214 feet to a point; thence south 260 feet to a point; thence west 97.4 feet to a point and thence north 264.6 feet to the point or place of beginning.)

TOGETHER WITH the appurtenances and all the state and rights of the parties of the first part in and to the said premises,

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their heirs and assigns forever;

AND said parties of the

first part covenant as follows:

FIRST.-

That said

parties of the first part are seized of the said premises in fee simple, and have

good right to convey the same;

SECOND.-

That the parties

PC

of the second part shall quietly enjoy the said premises;

THIRD.- That the said premises are free from incumbrances;

FOURTH.- That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.- That said parties of the first part will forever warrant the title to said premises.

IN WITNESS WHEREOF; the

parties of the first part have hereunto set their hands and seals, the day and year first above written.

In presence of:

Daniel E. Kelly.	LOUIS BARBER	(L.S.)
	ANTHONY T. COCCOLA	(L.S.)
	MARY BARBER	(L.S.)
	IRENE E. O'B. COCCOLA	(L.S.)

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On this 21st

day of June, nineteen hundred and twenty - seven, before me, came LOUIS BARBER and MARY BARBER, his wife, ANTHONY T. COCCOLA and IRENE E. O'B. COCCOLA, his wife, to me known to be the individuals described in, and who executed, the foregoing instrument, and acknowledged that they executed the same:

DANIEL E. KELLY, Notary Public,

Westchester Co., N. Y.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF RYE, in the County of Westchester, N. Y.

A true copy of the original WARRANTY DEED and acknowledgment thereof recorded July 30th, 1927, at 9 A. M.

At the request of:

DANIEL E. KELLY.

*Marie M...*

Register.

JENNIE ANNUNZIATO.

TO

FELICIA ANNUNZIATO.

THIS INDENTURE;

made the 20th day of June, nineteen hundred and twenty - seven,

BETWEEN JENNIE ANNUNZIATO, residing at Vanderbilt Avenue, White Plains, New York, party of the first part, and FELICIA ANNUNZIATO, residing at Lake Street, White Plains, New York, party of the second part.

WITNESSETH, that the party of the first part, in consideration of TEN ( \$10.00 ) DOLLARS, lawful money of the United States, AND OTHER GOOD AND VALUABLE CONSIDERATION, paid by the party of the second part, does hereby remise, release and quit claim unto the party of the second part, her heirs and assigns forever,

Q



# This Indenture,

Made the 12th day of November, nineteen hundred and forty-three,

Between MARY PETERKA, residing at 19 Richard Place, in the City of Rye, County of Westchester and State of New York,

party of the first part, and

RUDOLPH PETERKA, also residing at 19 Richard Place, in the City of Rye, County of Westchester and State of New York,

party of the second part:

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

TEN ----- Dollars,

lawful money of the United States, and other good and valuable considerations, paid by the party of the second part,

do es hereby remise, release and quitclaim unto the party of the second part, his heirs and assigns forever,

All those certain lots, pieces or parcels of land situate, lying and being in the City of Rye (formerly Village and Town of Rye), County of Westchester and State of New York, which on a certain map entitled "Map of property belonging to Rudolph Peterka in the Village of Rye, N. Y.", and filed in the office of the Register of the County of Westchester as Map No. 3173, are known and designated by the numbers 11 and 12.

TOGETHER with all the right, title and interest of the party of the first part of, in and to Richard Place, in front of and adjacent to the above described premises.

Revenue stamps attached

Together with the appurtenances and all the estate and rights of the part y of the first part in and to the said premises.

To have and to hold the premises herein granted unto the part y of the second part, his heirs and assigns forever.

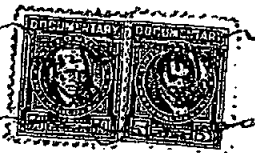
And The grantor, in compliance with Section 19 of the Lien Law, covenants and will hold the right to receive such consideration as follows: That he will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of improvement, and that he will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the part y of the first part has hereunto set her hand and seal the day and year first above written.

In the Presence of

Ruth D. V. Strong

Mary Peterka (LS)



State of New York

County of WESTCHESTER

ss.

On the 12th day of November, nineteen hundred and

forty-three before me personally came MARY PETERKA

, to me known

to be the individual described in, and who executed, the foregoing instrument,

and acknowledged that she executed the same.

*Ruth D. V. Strong*

Notary Public,  
Westchester County.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF RYE, County of Westchester, N. Y. A true copy of the original DEED RECORDED. NOV. 15, 1943, at 4 PM at request of JOHN W. DAVIDSON

FEE: \$ 2.25

No. 25104

ROBERT J. FIELD, County Clerk.

**Deed**

MARY PETERKA

TO

RUDOLPH PETERKA

Dated, November 12, 1943.

The property affected by this instrument is situate in the City of RYE in County of Westchester, N. Y.

NO. 25104

NOV 15 1943

P.M.

R & T to:

John W. Davidson  
125 N. Main Street  
Port Chester, N. Y.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECORDED	2:25 P.M.
INDEXED	11-15-43
SEARCHED	
SERIALIZED	
FILED	
RECEIVED	
TOTAL	2.25
EXAMINED	0
RETURNED	

LIBER 4247 PAGE 46

6015074

# This Indenture,

Revenue stamps attached

Made the 18th day of April, nineteen hundred and forty-five,

Between RUDOLPH PETERKA, residing at 19 Richard Place, in the City of Rye, County of Westchester and State of New York

, party of the first part,

and JOHN CHARLES LANE ~~and IRVING LANE, his wife,~~ both residing at 21 Oak Street, in the Town of Harrison, County of Westchester and State of New York

, parties of the second part,

Witnesseth, that the party of the first part, in consideration of ONE HUNDRED

(\$100.00) Dollars, lawful money of the United States, and other good and valuable consideration,

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

All those certain lots, pieces or parcels of land situate, lying and being in the City of Rye (formerly Village and Town of Rye), County of Westchester and State of New York, which on a certain map entitled "Map of property belonging to Rudolph Peterka in the Village of Rye, N. Y.", and filed in the office of the Register of the County of Westchester as Map No. 3173, are known and designated by the numbers 11 and 12.

TOGETHER with all the right, title and interest of the party of the first part of, in and to Richard Place, in front of and adjacent to the above described premises.

SUBJECT to mortgage held by Catskill Savings Bank, recorded in the office of the Register of the County of Westchester in liber 3231 of mortgages, at page 57; which mortgage was originally in the principal sum of \$8,500.00, and on which mortgage there is now unpaid the principal sum of \$8,211.07, with interest at the rate of 4% per annum from April 1, 1945, which said mortgage and the bond thereby secured the parties of the second part hereby assume and agree to pay.

SUBJECT to building and zoning ordinances of the City of Rye and amendments thereto.

SUBJECT to restrictive covenants of record affecting said premises.

SUBJECT to any state of facts, including changes or alterations in street lines, which an accurate survey would show.

Together with the appurtenances and all the estate and rights of the part ~~ies~~ of the first part in and to said premises,

To have and to hold the premises herein granted unto the part ~~ies~~ of the second part,

his ~~sons~~ heirs and assigns forever.

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

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor 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 that the grantor 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.



In Witness Whereof, the part ~~ies~~ of the first part has hereunto set his

hand and seal the day and year first above written.

In presence of:

The parties of the second part hereby assume and agree to pay the aforementioned mortgage debt secured by mortgage recorded in Westchester County Register's Office in liber 3231 of mortgages, at page 57, which said debt is now in the principal sum of \$8,211.07, with interest at 4% per annum from April 1, 1945.

Randolph Peterka L.S.

L.S.

L.S.

John Charles Lamb L.S.

LIBER 4247 PAGE 48  
State of New York  
County of Westchester ss:

On the 18th day of April, nineteen hundred and forty-five  
before me came

HUDOLPH PETERKA,

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

*John W. Dandon*

Notary Public,  
Westchester County.

State of NEW YORK  
County of WESTCHESTER ss:

On the 19th day of April, nineteen hundred and forty-five  
before me came JOHN CHARLES LAMB and ~~THOMAS LAMB, his wife~~

~~to me known and known to me to be the individual described in, and who executed the foregoing instrument; and acknowledged to me that he executed the same.~~  
to me known and known to me to be ~~one~~ ~~the individuals~~ described in, and who executed the foregoing instrument; ~~and acknowledged to me that they executed the same.~~  
and acknowledged to me that they executed the same.

*Sept. Sullivan*

Notary Public,  
Westchester County.

The foregoing instrument was endorsed 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 April 27, 1945 at 4.10 P. M. at request of T. G. & T. CO.

FEE: \$ 2.65 No. 11255 ROBERT J. FIELD, County Clerk.

6015  
HUDOLPH P  
X  
JOHN CHARL  
NO. 1  
AM  
Dated: \_\_\_\_\_  
The said aff  
maps lies in t  
County of  
State of N  
RECOR  
TITLE GUARANTE  
3 WILLI  
WHITE P

2.65 A - CPa 06144 4-27-45

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE	RECORDING FEE	PROPERTY TAXES	OTHER FEES	TOTAL
	Recording	Stat'y Chg.	Folio Chg.	
	Filing Chg.	Gross Fee	Cent.	
	Postage			
	Unlimited			

W-47747

D.S.  
18.15

LESER 5427 PAGE 172

# This Indenture,

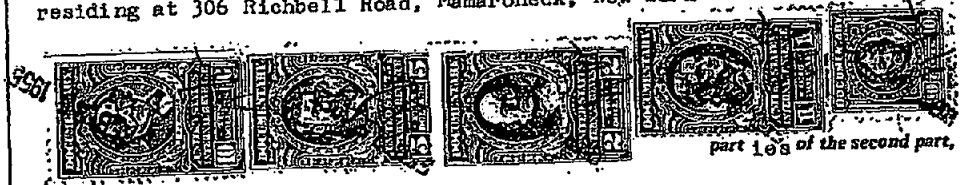
Made the 24th day of February nineteen hundred and fifty-five

Between JOHN CHARLES LAMB residing at 19 Richard Place, Rye, New York



party of the first part,

and JOSEPH C. LEONARDI and MARJORIE M. LEONARDI, his wife, both residing at 306 Richbell Road, Mamaroneck, New York



part 1<sup>st</sup> of the second part,

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

---ONE HUNDRED (\$100.00)--- Dollars,

lawful money of the United States,

paid by the part 1<sup>st</sup> of the second part

does hereby grant and release unto the parties of the second part,

their heirs and assigns forever,

All those certain lots, pieces or parcels of land situate, lying and being in the City of Rye (formerly Village and Town of Rye), County of Westchester and State of New York, which on a certain map entitled "Map of property belonging to Rudolph Peterka in the Village of Rye, N. Y.", and filed in the office of the Register of the County of Westchester, now known as the office of the Clerk of the County of Westchester, Division of Land Records, as Map No. 3173, are known and designated by the numbers 11 and 12.

TOGETHER with all the right, title and interest of the party of the first part of, in and to Richard Place, in front of and adjacent to the above described premises.

SUBJECT to building and zoning ordinances of the City of Rye and amendments thereto.

SUBJECT to restrictive covenants of record affecting said premises.

SUBJECT to any state of facts, including changes or alterations in street lines, which an accurate survey would show.

USIX STAMPS ATTACHED & IN FEB 25 1955

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 part 1es of the second part, their heirs and assigns forever.

And the said JOHN CHARLES LAMB

covenants that he has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor 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 that the grantor 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.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of:

*[Handwritten signature]*

*John Charles Lamb* L. S.

\_\_\_\_\_ L. S.

\_\_\_\_\_ L. S.

\_\_\_\_\_ L. S.



State of NEW YORK }  
County of WESTCHESTER } ss:

On the 24th day of February nineteen hundred and fifty-five before me came

JOHN CHARLES LAMB

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

*Roger H. Harper*

ROGER H. HARPER  
Notary Public, State of New York  
No. 60-6775650  
Appointed For Westchester County  
Commission Expires March 30, 1956

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF RYE County of Westchester, N. Y. A true copy of the original DEED RECORDED Feb. 25, 1955 at 1:17 PM at request of INTER-CO. T. G. & M. CO.

FEE: \$ 5.60

No. 8202

EDWARD L. WARREN, County Clerk.

W-47747

JOHN CHARLES LAMB

8202

to

JOSEPH C. LEONARDI and  
MARJORIE M. LEONARDI,  
his wife

**DEED**

Dated, ..... 1955

The land affected by the within insid-  
ment lies in City of Rye, County  
of Westchester, State of New  
York

RECORDED AT REQUEST OF  
Inter-County Title Guaranty and Mortgage Company  
199 MAIN STREET WHITE PLAINS, N. Y.

RETURN BY MAIL TO:

HORNIDGE & HARPER, ESQS.  
142 Memoroneck Avenue  
Memoroneck, New York

Reserve this space for use of Recording Office.

2.50 B - 03 00 209 2-25-55

City of Rye	1.50
County of Westchester	4.50
State of New York	5.60
Notary Fee	1.00
Stamp	1.00
Total	13.50

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



\*011481068\*

LIBER 7687 PAGE 91

Standard N.Y.S.T.U. Form 2092-273 - Mortgage and Sale Deed with Covenant against Grantor's Acts - Individual or Corporation (single sheet)  
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 5th day of March nineteen hundred and eighty-one, BETWEEN JOSEPH C. LEONARDI and MARJORIE M. LEONARDI, residing at 19 Richard Place, Rye, New York,

party of the first part, and ROBERT ALAN KINDLER and PAMELA PICKERT KINDLER, residing at 81 Theodore Fremd Avenue, Rye, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration 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,

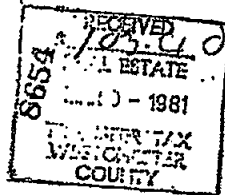
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE 'A'

03010

10340 MAR - 9 1981

TAX STAMPS ATTACHED



Being the same person as the grantee in deed Liber 5427 op 172,

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises in 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.

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: Pal... (signature)

Joseph C. Leonardi (signature)  
Marjorie M. Leonardi (signature)

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the City of Rye, (formerly Village and Town of Rye), County of Westchester and State of New York, which on a certain map entitled, "Map of property belonging to Rudolph Peterka in the Village of Rye, N.Y.", and filed in the Westchester County Clerk's Office, Division of Land Records, as Map No. 3173 are known and designated by the Nos. 11 and 12, and being more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly side of Richard Place distant 184 feet southwesterly along the same from the corner formed by the intersection of the southwesterly side of Palisade Road with the southeasterly side of Richard Place, said point of beginning being also the point of intersection of the division line between Lots Nos. 10 and 11 as shown on Map No. 3173 and the southeasterly side of Richard Place;

running thence along the division line between Lots Nos. 10 and 11 as shown on said Map, South 57° 20' East 90 feet;

running thence South 33° 30' West 75.19 feet;

running thence North 60° 10' West 80.15 feet to the southeasterly side of Richard Place;

running thence along the southeasterly and northeasterly side of Richard Place the following courses and distances:

North 33° 30' East 37 feet;

North 57° 20' West 10 feet;

North 33° 30' East 42 feet to the point or place of beginning.

*TOGETHER with a right of way for  
APPEAL used* ingress and egress from the above mentioned premises over Richard Place to the nearest public street.

STATE OF NEW YORK, COUNTY OF *Westchester*  
 On the *5th* day of *March* 19 *81*, before me  
 personally came Joseph C. Leonardi and  
 Marjorie M. Leonardi,

to me known to be the individuals described in and who  
 executed the foregoing instrument, and acknowledged that  
 they executed the same.

*Seymour Schwartz*

SEYMOUR SCHWARTZ  
 Notary Public, State of New York  
 No. 24-887800  
 Qualified in New York County  
 Commission Expires March 30, 1982

LIBER 7687 PAGE 93

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  
 executed the same.

STATE OF NEW YORK, COUNTY OF  
 On the day of 19 , before me  
 personally came to me known, who, being by me duly sworn, did depose and  
 say that he resides at No.

that he is the of the corporation described  
 in and which executed the foregoing instrument; that he  
 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 he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF  
 On the day of 19 , before me  
 personally came to me known, who, being by me duly sworn, did depose and  
 say that he resides at No.

that he is the of the corporation described  
 in and which executed the foregoing instrument; that he  
 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 he signed his name thereto by like order.

Mortgage and Sale Deed  
 WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. *81-60-08754*

JOSEPH C. LEONARDI and MARJORIE  
 M. LEONARDI

TO  
 ROBERT ALAN KINDLER and  
 PAMELA PICKERT KINDLER

SECTION 3  
 BLOCK 62  
 LOTS 3-11-5-12  
 COUNTY OR TOWN CITY OF RYE

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS  
 Recorded By:  
**US LIFE TITLE INSURANCE**  
 Company of New York  
 235 Main Street  
 White Plains, N.Y. 10601  
 Return to:  
 NEW YORK DIVISION

Recorded at Request of American Title Insurance Company  
 RETURN BY MAIL TO:  
 Thomas T. Antonocchia, Esq.  
 165 Katonah Avenue  
 Katonah, NY 10536  
 Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED  
 MAR -9 PM 3:03

Story C.L.	10
Hand's Chg.	
Filing Chg.	
Cross Ref on	
Coll/Receipt	
Town	
#	9465
Returned	

RECORDED AT THE OFFICE OF THE COUNTY CLERK  
 WESTCHESTER COUNTY, NEW YORK

The foregoing instrument was endorsed for record as follows:  
 The property affected by this instrument is situate 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 **MAR. 9, 1981**  
 at 3:03 P M in Liber 7687 Page 91 of Deeds.  
 Witness my hand and Official Seal *George R. Mattord*  
 George R. Mattord  
 County Clerk

LIBER 7687 PAGE 93



\*007588068\*

LIBER 9131 PAGE 328

T 691

Standard N.Y.S.S. Form 1922; Margins & side lines with reference to printed matter - List, or Copy, Single Sheet

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 26th day of February, nineteen hundred and eighty-eight BETWEEN ROBERT A. KINDLER AND PAMELA P. KINDLER 19 Richard Place Rye, New York

party of the first part, and TIMOTHY O'MARA AND DOREEN GERMOND O'MARA 7 Allendale Drive Rye, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration 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,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the real property described in Schedule A 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.

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:

Margaret Dalan

Robert A. Kindler

Pamela P. Kindler

Pamela P. Kindler

## SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Rye, (formerly Village and Town of Rye), County of Westchester and State of New York, which on a certain map entitled, "Map of property belonging to Rudolph Peterka in the Village of Rye, N.Y.", and filed in the Westchester County Clerk's Office, Division of Land Records, as Map No. 3173 are known and designated by the Nos. 11 and 12, and being more particularly bounded and described as follows:

**BEGINNING** at a point on the southeasterly side of Richard Place distant 184 feet southwesterly along the same from the corner formed by the intersection of the southwesterly side of Palisade Road with the southeasterly side of Richard Place, said point of beginning being also the point of intersection of the division line between Lots Nos. 10 and 11 as shown on Map No. 3173 and the southeasterly side of Richard Place;

**RUNNING** thence along the division line between Lots Nos. 10 and 11 as shown on said Map, South  $57^{\circ} 20'$  East 90 feet;

**RUNNING** thence South  $33^{\circ} 30'$  West 75.19 feet;

**RUNNING** thence North  $50^{\circ} 10'$  West 80.15 feet to the southeasterly side of Richard Place;

**RUNNING** thence along the southeasterly and northeasterly side of Richard Place the following courses and distances;

North  $33^{\circ} 30'$  East 37 feet;

North  $57^{\circ} 20'$  West 10 feet;

North  $33^{\circ} 30'$  East 42 feet to the point or place of

**BEGINNING.**

STATE OF NEW YORK, COUNTY OF

On the 26th day of February 1988, before me personally came Robert A. Kindler

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

*Katherine C. Plafie*  
KATHERINE C. PLAFIE  
NOTARY PUBLIC, State of New York  
No. 24-60789  
Qualified in Westchester County  
Commission Expires April 6, 1989

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came before me to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of the corporation described in and which executed the foregoing instrument; that he 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 corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the 26th day of February 1988, before me personally came Pamela P. Kindler

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

*Katherine C. Plafie*  
KATHERINE C. PLAFIE  
NOTARY PUBLIC, State of New York  
No. 24-60789  
Qualified in Westchester County  
Commission Expires April 6, 1989

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.

**Margain and Sale Book**  
WITH COVENANT AGAINST GRANTOR'S ACES  
TITLE No. 76187-05011  
Robert A. Kindler and Pamela P. Kindler

TO  
Timothy O'Mara and Doreen Germond O'Mara

Flcor Title Guarantee Company

SECTION 3  
BLOCK 62.  
LOT 3-11 & 3-12  
COUNTY OR TOWN Westchester  
CITY OF RYE

RETURN BY MAIL TO:

FRANK S. McCULLOUGH, JR.  
TAYLOR, McCULLOUGH, GOLDBERG & CO.  
550 HARRISON AVENUE  
HARRISON, N.Y. ZP No 10660

Reserve this space for use of Recording Office.

A6



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED  
(SEE CODES FOR DEFINITIONS)

- THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, N.Y. IN THE
- 02 TOWN OF BEDFORD
  - 06 TOWN OF CORTLANDT
  - 09 TOWN OF EASTCHESTER
  - 11 TOWN OF GREENBURGH
  - 12 TOWN OF HARRISON
  - 15 TOWN OF LEWISBORO
  - 17 TOWN OF MAMARONECK
  - 19 TOWN OF MT. KISCO
  - 20 TOWN OF MT. PLEASANT
  - 21 CITY OF MT. VERNON
  - 22 TOWN OF NEW CASTLE
  - 23 CITY OF NEW ROCHELLE
  - 24 TOWN OF NORTH CASTLE
  - 26 TOWN OF NORTH SALEM
  - 28 TOWN OF OSSINING
  - 30 CITY OF PEESKILL
  - 31 TOWN OF PELHAM
  - 35 TOWN OF POUND RIDGE
  - 36 CITY OF RYE
  - 37 TOWN OF RYE
  - 38 TOWN OF SCARSDALE
  - 39 TOWN OF SOMERS
  - 42 CITY OF WHITE PLAINS
  - 43 CITY OF YONKERS
  - 44 TOWN OF YORRTOWN

LIBER 9131  
PAGE 328

STAT'Y CHARGE 5-  
REC'ING CHARGE 9-  
FILING CHARGE 1-  
CROSS REFERENCE \_\_\_\_\_  
CERT/RECEIPT \_\_\_\_\_

TOTAL  
15-

\$ 333,000.00  
CONSIDERATION

RECEIVED  
\$ 1332.00  
MAR - 8 1988  
REAL ESTATE  
TRANSFER TAX  
WESTCHESTER COUNTY

10998

MORTG. DATE \_\_\_\_\_  
MORTG. AMOUNT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE: \_\_\_\_\_

BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

SERIAL No. \_\_\_\_\_  
DWELLING:  1-5 UNITS  
 OVER 6 UNITS

ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

TERMINAL No. 880687075 DATE RETURNED \_\_\_\_\_

EXAMINED BY [Signature]  
WITNESS MY HAND AND OFFICIAL SEAL  
[Signature]  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED ABOVE IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.

RECEIVED  
WESTCHESTER COUNTY CLERK  
MAR 08 11 38 AM '88

000520006 03/08/RECFA/DE 15.00  
13:21

RECORD AND RETURN





N13695257



DED2



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 12.00  
RECMGT FUND 4.75  
EA 5217 25.00  
TP-584 6.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_

LIBER: 11237  
PAGE : 37

REC'D TAX ON ABOVE MTGE:  
YONKERS \$ \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL PAID \$ \_\_\_\_\_

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY \_\_\_\_\_

TOTAL PAID  
53.00

\$ 315000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVER

RECEIVED:  
TAX AMOUNT \$ 1260.00  
TRANSFER TAX# 0002078

   DUAL TOWN  
   DUAL COUNTY/STATE  
   HELD  
   NOT HELD

TITLE COMPANY NUMBER: \_\_\_\_\_

EXAMINED BY AMGB

TERMINAL CTRL# 95257N136

DATE RETURNED \_\_\_\_\_

8001348000 09/14/99PA/DE 53.00  
13\*88

WITNESS MY HAND AND OFFICIAL SEAL  
  
LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

T36  
412

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

THIS INDENTURE, made the 11th day of August, nineteen hundred and ninety-five  
BETWEEN TIMOTHY O'MARA and DOREEN GERMOND O'MARA, residing at  
19 Richard Place, Rye, New York 10580

party of the first part, and DAVID R. PETER and KAREN R. STEIN, both  
residing at c/o Esplanade Hotel, White Plains,  
New York

party of the second part,  
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration  
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,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the City of Rye, State of New York and County of  
Westchester, as is more particularly described in Schedule A,  
attached.

Being the same premises described in the deed to the parties of the  
first part herein by deed dated February 26, 1988 recorded March 8,  
1988 in Liber 9131, page 328.

TAX MAP  
DESIGNATION

Dist.  
Sec.  
Blk.

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.

Lot(s):

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 consid-  
eration 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:

*Timothy O'Mara*  
Timothy O'Mara

*Doreen Germond O'Mara*  
Doreen Germond O'Mara

STATE OF NEW YORK, COUNTY OF *Westchester* 551  
On the 11<sup>th</sup> day of August 19 95, before me personally came Timothy O'Mara and Doreen Germond O'Mara

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

  
Notary Public

FRANK J. PETERS  
Notary Public, State of New York  
No. 02PE5003132  
Qualified in Westchester County  
Commission Expires October 18, 1998

STATE OF NEW YORK, COUNTY OF 552

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he 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 corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF 553  
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 executed the same.

STATE OF NEW YORK, COUNTY OF 554

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.

ABSTRACT CORPORATION  
East Post Road  
Plains, New York 10601

**Bargain and Sale Deed**  
WITH COVENANT AGAINST GRANTOR'S ACTS  
TITLE No. L 23409

Timothy and Doreen Germond O'Mara

TO

David R. Peter and Karen R. Stein

SECTION Sheet 146.11  
BLOCK 3  
LOT 13  
COUNTY OR TOWN Westchester  
TAX BILLING ADDRESS 19 Richard Place  
Rye, New York 10580

Recorded At Request of Ticor Title Guarantee Company  
RETURN BY MAIL TO:



Peter Lane, Esq.  
Addresso Marovitch & Lane  
153 Stevens Avenue  
Mt. Vernon, N. Y. 10550  
Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

# L & H ABSTRACT CORPORATION

Title No. L23409

## 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, which on a certain map entitled, "Map of Property belonging to Rudolph Peterka in the Village of Rye, N.Y.", and filed in the Westchester County Clerk's Office, Division of Land Records, as Map No. 3173 are known and designated by the Numbers 11 and 12 and being more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly side of Richard Place, distant 184 feet southwesterly along the same from the corner formed by the intersection of the southwesterly side of Palisade Road with the southeasterly side of Richard Place, said point of beginning being also the point of intersection of the division line between Lots Nos. 10 and 11 as shown on Map No. 3173 and the southeasterly side of Richard Place;

RUNNING THENCE along the division line between Lots Nos. 10 and 11 as shown on said map, South 57 Degrees 20' East 90 feet;

RUNNING THENCE South 33 Degrees 30' West 75.19 feet;

RUNNING THENCE North 60 Degrees 10' West 80.15 feet to the southeasterly side of Richard Place;

RUNNING THENCE along the southeasterly and northeasterly side of Richard Place, the following courses and distances:

North 33 Degrees 30' East 37 feet;

North 57 Degrees 20' West 10 feet;

North 33 Degrees 30" East 42 feet to the point or place of BEGINNING.

FOR  
CONVEYANCING  
ONLY

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.

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.



\*A05599176\*



\*DED2\*

36



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FREE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>12.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	<u>25.00</u>
FP-584	<u>5.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	<u>          </u>

MORTGGE. DATE	<u>          </u>
MORTGGE. AMT	<u>          </u>
EXEMPT YES	<u>NO</u>
REC'D TAX ON ABOVE MTGE:	
YONKERS	\$ <u>          </u>
BASIC	\$ <u>          </u>
ADDITIONAL	\$ <u>          </u>
SUBTOTAL	\$ <u>          </u>
MTA	\$ <u>          </u>
SPECIAL	\$ <u>          </u>
TOTAL PAID	\$ <u>          </u>

LIBER:	<u>12321</u>
PAGE:	<u>158</u>

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID
52.00

\$ 0.00  
CONSIDERATION

SERIAL NO.             
DWELLING 1-6 NOT 1-6  
DUAL TOWN             
DUAL COUNTY/STATE           

RECEIVED:

TAX AMOUNT \$ 0.00  
TRANSFER TAX# 0016757

           HELD  
           NOT HELD

TITLE COMPANY NUMBER: 01

EXAMINED BY LR03 RECORDING DATE 06/25/99

TERMINAL CTRL# 99176A055 TIME 15:08

DATE RETURNED           

WITNESS MY HAND AND OFFICIAL SEAL
LEONARD N. SPANO WESTCHESTER COUNTY CLERK

QUITCLAIM DEED

A055

DEED  
P4  
T36

THIS INDENTURE, made the 28 day of December, nineteen hundred and ninety-eight,

**BETWEEN DAVID R. PETER**, residing at 5465 Oakridge Court, S.E., Salem, Oregon 97306  
**AND KAREN R. STEIN**, residing at 19 Richard Place, Rye, New York 10580,  
party of the first part,

**AND KAREN R. STEIN**, residing at 19 Richard Place, Rye, New York 10580,  
property of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

**BEING** more particularly described on Schedule "A" attached hereto and made a part hereof.

**BEING AND INDENTED TO BE** the same premises conveyed to the party of the first part herein by deed from Timothy O'Mara and Doreen Germond O'Mara, dated August 11, 1995 and recorded in the Office of the Clerk of the County of Westchester on September 14, 1995 in Liber 11237 at page 37.

**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.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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:**

Judy Johnson

David R. Peter  
David R. Peter

Karen R. Stein  
Karen R. Stein



*Oregon*  
STATE OF ~~NEW YORK~~, COUNTY OF Marion ss.:

On the 28 day of December, 1998, before me personally came David R. Peter to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

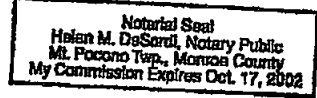


*Judy Johnson*  
\_\_\_\_\_  
Notary Public

*Pennsylvania*  
STATE OF ~~NEW YORK~~, COUNTY OF Monroe ss.:

On the 13<sup>th</sup> day of ~~December~~, <sup>January, 1999</sup> 1998, before me personally came Karen R. Stein to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

*Helen M. DeSordi*  
\_\_\_\_\_  
Notary Public



**QUITCLAIM DEED**

Title No.: FNT 9953485W

Section: 146.11  
Block: 03.00  
Lot: 013.000  
County or Town: Westchester  
Tax Mailing Address: 19 Richard Place  
Rye, New York 10580

**DAVID R. PETER and  
KAREN R. STEIN**

to

**KAREN R. STEIN**

**Return by Mail to:**

David H. Pikus, Esq.  
Bressler, Amery & Ross, P.C.  
17 State Street  
New York, New York 10004  
212 425 9300

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, which on a certain map entitled, "Map of Property belonging to Rudolph Peterka in the Village of Rye, N.Y." and filed in the Westchester County Clerk's Office, Division of Land Records, as Map No. 3173 are known and designated by the Numbers 11 and 12 and being more particularly bounded and described as follows:

**BEGINNING** at a point on the southeasterly side of Richard Place, distant 184 feet southwesterly along the same from the corner formed by the intersection of the southwesterly side of Palisade Road with the southeasterly side of Richard Place, said point of beginning being also the point of intersection of the division line between Lot Nos . 10 and 11 as shown on Map No. 3173 and the southeasterly side of Richard Place;

**RUNNING THENCE** along the division line between Lot Nos. 10 and 11 as shown on said map, South 57 degrees 20 minutes East 90 feet;

**RUNNING THENCE** South 33 degrees 30 minutes West 75.19 feet;





**RUNNING THENCE** North 60 degrees 10 minutes West 80.15 feet to the southeasterly side of Richard Place;

**RUNNING THENCE** along the southeasterly and northeasterly side of Richard Place, the following courses and distances:

North 33 degrees 30 minutes East 37 feet;

North 57 degrees 20 minutes West 10 feet;

North 33 degrees East 42 feet to the point or place of **BEGINNING**.







\*A05699176\*



\*DED2\*

36



\*\*\* DO NOT REMOVE \*\*\*

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25  
REC'ING CHARGE 12.00  
RECMT FUND 4.75  
EA 5217 25.00  
TF-584 5.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

MORTGE. DATE \_\_\_\_\_  
MORTGE. AMT \_\_\_\_\_  
EXEMPT YES NO

LIBER: 12321  
PAGE: 162

REC'D TAX ON ABOVE MTGE:  
YONKERS \$ \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDITIONAL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL PAID \$ \_\_\_\_\_

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY

TOTAL PAID  
52.00

\$ 400000.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING 1-6 NOT 1-6  
DUAL TOWN \_\_\_\_\_  
DUAL COUNTY/STATE \_\_\_\_\_

RECEIVED:  
TAX AMOUNT \$ 1600.00  
TRANSFER TAX# 0016758

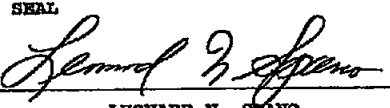
HELD \_\_\_\_\_  
NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: 01

EXAMINED BY LR03 RECORDING DATE 06/25/99

TERMINAL CTRL# 99176A056 TIME 15:13

DATE RETURNED \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL  
SEAL  
  
LEONARD N. SPANG  
WESTCHESTER COUNTY CLERK

Del  
p4  
T36

THIS INDENTURE, made the 24th day of February, 1999

BETWEEN  
Karen R. Stein  
19 Richard Place  
Rye, New York 10580

A056

party of the first part, and  
Kenneth J. Mealey and Shelly Ann Mealey, husband & wife  
19 Park Place,  
Portchester, New York 10573

party of the second part,  
WITNESSETH, that the party of the first part, in consideration of -----  
-----Ten and 00/100 and other and good & valuable consideration 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,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the City of Rye, County of Westchester and State of  
New York, said premises being more particularly bounded and  
described on the Schedule "A" Description Rider annexed hereto  
and made a part hereof as if fully set forth herein.

Said premises are also known and designated on the Official Tax Map  
of the City of Rye as Section 146.11, Block 3, Lot 13.

Being and intended to be the same premises as conveyed to the  
party of the first part, by Deed, dated August 11, 1995, and  
recorded in the Westchester County Clerk's Office, Division of  
Land Records on September 14, 1995 in Liber 11237 of Deeds, at  
Page 37, said deed being made by Timothy O'Mara and Doreen  
Germond O'Mara.

Said premises are also known and designated by the street address  
19 Richard Place, Rye, New York 10580.

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.

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:

*Jean R. Hartman*

*Karen R. Stein*  
Karen R. Stein

Form 8002

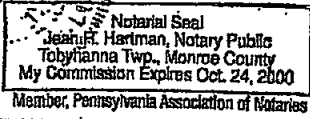


Pennsylvania  
STATE OF NEW YORK, COUNTY OF *Monroe* ss:

On the *24th* day of *February* 19 *99*, before me personally came  
**Karen R. Stein**

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

*Jean R. Hartman*



STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the of the corporation described in and which executed the foregoing instrument; that he 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 corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

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.

**Jean R. Hartman**  
Notary Public, Tobyhanna Twp, Monroe County  
State of Pennsylvania, Commission Expires  
Oct. 24, 2000  
STATE OF NEW YORK, COUNTY OF ss:

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

; 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.

**BARGAIN AND SALE DEED**  
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. *FNT09-53485W*

**Karen R. Stein**

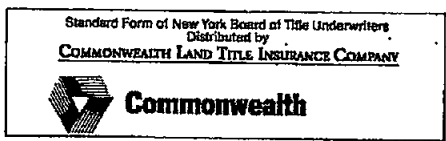
TO  
**Kenneth J. Mealey &  
Shelly Ann Mealey**

SECTION 146.11  
BLOCK 3  
LOT 13  
~~COUNTY OF MONROE~~ City of Rye  
STREET ADDRESS 19 Richard Place  
Rye, New York 10580

Recorded at Request of  
**COMMONWEALTH LAND  
TITLE INSURANCE COMPANY**

RETURN BY MAIL TO

**John R. Kibbe, Esq.**  
1961 Commerce Street  
Yorktown Heights, NY 10598



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A DESCRIPTION

Title No.: 9910-00171

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, which on a certain map entitled, "Map of Property belonging to Rudolph Peterka in the Village of Rye, N.Y.", and filed in the Westchester County Clerk's Office, Division of Land Records, as Map No. 3173 are known and designated by the Numbers 11 and 12 and being more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly side of Richard Place, distant 184 feet southwesterly along the same from the corner formed by the intersection of the southwesterly side of Palisade Road with the southeasterly side of Richard Place, said point of beginning being also the point of intersection of the division line between Lots Nos. 10 and 11 as shown on Map No. 3173 and the southeasterly side of Richard Place;

RUNNING THENCE along the division line between Lots Nos. 10 and 11 as shown on said map, South 57 Degrees 20' East 90 feet;

RUNNING THENCE South 33 Degrees 30' West 75.19 feet;

RUNNING THENCE North 60 Degrees 10' West 80.15 feet to the southeasterly side of Richard Place;

RUNNING THENCE along the southeasterly and northeasterly side of Richard Place, the following courses and distances:

North 33 Degrees 30' East 37 feet;

North 57 Degrees 20' West 10 feet;

North 33 Degrees 30' East 42 feet to the point or place of BEGINNING.



# CITY COUNCIL AGENDA

NO. 11

DEPT.: City Manager

DATE: August 3, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Authorization for the City Manager to engage Arnold & Porter, LLP to represent the City of Rye in an Article 78 proceeding against Westchester County regarding Rye Playland.

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council authorize Arnold & Porter, LLP to represent the City of Rye.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

See attached letter from Michael B. Gerrard, Esq. of Arnold & Porter regarding the City of Rye's position on Rye Playland.

# ARNOLD & PORTER LLP

**Michael B. Gerrard**  
Michael.Gerrard@aporter.com  
+1 212.715.1190  
+1 212.715.1399 Fax  
399 Park Avenue  
New York, NY 10022-4690

July 18, 2016

County Attorney Robert Meehan  
Westchester County Attorney's Office  
148 Martine Avenue  
White Plains, New York 10601

Re: Rye Playland

Dear Mr. Meehan,

As you are aware, I represent the City of Rye (the "City") in connection with its concerns over the use of Rye Playland ("Playland"), which is located entirely within the City's borders. In 2014, the City sought the intervention of the New York State Department of Environmental Conservation ("DEC") regarding the State Environmental Quality Review Act ("SEQRA") process for which both the County and the City were seeking "lead agency" status in its review of the proposed new building and reinvention of Playland by Sustainable Playland. Since the agreement with Sustainable Playland did not move forward, the City asked the DEC Commissioner to hold off on rendering any decision until such time that the County was ready to move forward with Sustainable Playland or another entity.

I am writing today to express the City's unhappiness with respect to several actions by the County concerning Playland, and to convey the City's demands concerning them.

## **I. SEQRA violations**

We understand that on May 2, 2016, the County Board of Legislators adopted a negative declaration under SEQRA with respect to several projects at Playland, and also declared that certain other projects are Type II and thus require no further SEQRA review. These actions were inappropriate for several reasons. Under DEC's SEQRA regulations, 6 NYCRR § 617.6(b)(3)(i), the County was required to transmit to the City (and any other interested agencies) Part 1 of the Environmental Assessment Form, together with a notification of proposed lead agency designation. The County was well aware as a result of our communications in 2014 that the City desired lead agency status for work at Playland, but it appears that the County unilaterally declared itself lead agency and purported to issue determinations of significance. The City has no record of

having received the required notice from the County in advance of the May 2 vote; had the City received such notice, it would have reactivated its request to DEC to resolve the lead agency dispute.

Since the County did not follow the required coordinated review procedure, the City is free under DEC's regulations, § 617.6(b)(3)(iii), to issue its own determination of significance for the subject actions, and it is considering doing so.

The County violated SEQRA in other respects as well. For example, the County was required by § 617.12(c)(1) to publish notice of its negative declaration in DEC's Environmental Notice Bulletin. No such notice has appeared. Additionally, the Environmental Assessment Form prepared by the County failed (in the list of required approvals on page 2) to identify the several City approvals required for the covered activities.

Moreover, regardless of the identity of the lead agency, the issuance of a negative declaration for some actions and Type II designations for others was inappropriate. All these actions are part of a common plan and thus should have been considered together. The separate consideration of these related actions constituted impermissible segmentation in violation of the DEC regulations. § § 617.2(ag), 617.3(g)(1).

Recently, the Board of Legislators considered the adoption of a resolution to amend the budget and to allow the County to issue bonds to pay for the demolition and filling in of the Playland Pool. This proposed resolution is invalid because of its reliance on these unlawful SEQRA determinations.

## **II. Failure to Consult With City on Playland Plans**

I understand that in June the County entered into the Restated and Amended Playland Management Agreement (the "PMA") with Standard Amusements to take over the management, operations, repair, maintenance and improvement of Playland sometime in the fall of 2016. Although Standard Amusements has not officially started its independent operations and management of Playland, the PMA requires both the County and Standard Amusements to make significant investments into Playland, including but not limited to new construction on the Colonnades, Playland Structural System and other capital projects as set forth in Schedule K of the PMA. Despite the City's prior requests to be involved in any development plans at Playland, the County has recently made improvements without the knowledge of the City or even the courtesy of a call from the County. For example, the County recently constructed an 8 to 10-foot-high letter sign "PLAYLAND" (the "Playland Sign") without notifying the City or seeking any approvals or permits from the City. Under the City Code, the Playland Sign is considered a freestanding monument sign and requires a sign permit from the City's Board of Architectural Review (the "BAR"). In addition, the Playland Sign requires a building permit from the Building Department.

# ARNOLD & PORTER LLP

Currently, without knowing the exact dimensions of the Playland Sign, it appears that the County will need to apply to the City's Board of Appeals for a few area variances for the sign (height, square footage, etc.) prior to seeking final approval from the BAR. In addition, the lighting that the County has displayed on the Playland Sign is prohibited by our City Code. As you are aware, the City's position is that the County is subject to the City's land use and zoning laws and policies, including, but not limited to, the Zoning Code, the City's Master Plan, and Local Waterfront Redevelopment Plan.

Based on representations from the County Executive's office, it is the City's understanding that the County will be removing the Playland Sign at the end of the 2016 season. The City will hold off on issuing any notices of violation at this time; however, the decision to not issue a violation is not permission to continue to violate the City's Zoning Code or any other regulations or policies that are in place. Along the same lines, if the County fails to promptly remove the sign by September 19, 2016 (two weeks after the summer seasonal hours end), the City will reconsider issuing the violations.

### III. Conclusions

The City hereby demands that the County rescind its designation of itself as SEQRA lead agency for the Playland projects; the negative declarations and Type II designations it issued; and any actions it took based on these SEQRA determinations, including the PMA with Standard Amusements. Unless the County responds affirmatively to these demands by July 28, the City may institute an Article 78 proceeding against the County with respect to these issues. (If you cannot reach me, please call my colleague Edward McTiernan at 212-715-1024.)

The City is willing to consider any ideas the County and/or Sustainable Playland may have in how we address issues related to the Playland Sign and other similar issues that may come up in the future as plans with Standard Amusements move forward, but the County's violations of SEQRA and its disregard of the City's permit requirements must be addressed. We look forward to hearing from you.

Sincerely,

Handwritten signature of Michael B. Gerrard in cursive script.

Michael B. Gerrard

cc: Hon. Joseph A. Sack and Members, City Council  
City Manager





# CITY COUNCIL AGENDA

NO. 12

DEPT.: Finance

DATE: August 3, 2016

CONTACT: Joseph S. Fazzino, Deputy City Comptroller

**AGENDA ITEM:** Resolution to appropriate \$670,000 of the Golf Club Fund's Unreserved Fund Balance for three major capital projects at the Rye Golf Club.

**FOR THE MEETING OF:**  
August 3, 2016

**RECOMMENDATION:** That the City Council adopt the following resolution:

WHEREAS, Rye Golf Club staff has determined that the amounts required for three major capital projects at the Golf Club were not provided for in the adopted 2016 budget by \$670,000, and;

WHEREAS, the Golf Club Fund's Unreserved Fund Balance has enough funds to be appropriated for these projects, now, therefore be it;

RESOLVED, that the City Comptroller is authorized to transfer \$670,000 from the Golf Club Fund's Unreserved Fund to the Rye Golf Club Enterprise Project Fund, for the three major capital projects.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Rye Golf Club Manager, Jim Buonaiuto, in conjunction with the Rye Golf Club Commission is recommending the following capital projects:

- \* Greens Expansion & New Practice Area \$440,000
- \* Tree Pruning and Removal \$130,000
- \* 5th Hole Netting

See attached request from Rye Golf Club Manager Jim Buonaiuto.

## Memo

**To:** City Manager  
**From:** Golf Club Manager  
**Re:** Project Fund Appropriation  
**Date:** July 23, 2016  
**CC:** Joe Fazzino

---

Marcus,

In conjunction with the Rye Golf Club Commission the staff of Rye Golf Club has secured consultants to look into major golf course projects in the aftermath of the TKI contamination. We have outlined three major capital projects that require additional funding via an appropriation from the unrestricted reserve fund to the enterprise project fund in the amount of \$670,000. These projects are broken down as follows:

- **Greens Expansion & New Practice Area \$440,000**
- **Tree Pruning and Removal \$130,000**
- **5<sup>th</sup> Hole Netting**

At this point in time I ask that you recommend this replenishment be taken into consideration by the City Council. If I can assist with any further questions please let me know?

Jim Buonaiuto,  
General Manager  
Rye Golf Club



**RYE GOLF CLUB**

330 BOSTON POST ROAD

RYE, NEW YORK 10580

T 914-835-3200

F 914-835-3229



# CITY COUNCIL AGENDA

NO. 13

DEPT.: Finance

DATE: August 3, 2016

CONTACT: Joseph S. Fazzino, Deputy City Comptroller

**AGENDA ITEM:** Resolution to appropriate \$35,000 of the Police Department's 1033 account and transfer to the Building and Vehicle Fund for the purchase of an unmarked vehicle for traffic enforcement.

**FOR THE MEETING OF:**  
August 3, 2016

**RECOMMENDATION:** That the City Council adopt the following resolution:

WHEREAS, the Rye Police Department has determined that the amounts required for the purchase of an unmarked car for traffic enforcement was not provided for in the adopted 2016 budget by \$35,000, and;

WHEREAS, the Police Department's 1033 account has enough funds to be appropriated for this purchase, now, therefore be it;

RESOLVED, that the City Comptroller is authorized to transfer \$35,000 from the Police Department's 1033 account to the Building and Vehicle Fund, for the purchase of an unmarked vehicle for traffic enforcement.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**



# CITY COUNCIL AGENDA

NO. 14

DEPT.: City Manager

DATE: August 3, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Resolution to amend the Boat Basin Commission procedures regarding voting procedures and the term of Commission members.

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council approve the proposed changes regarding voting procedures and Commission level for the Boat Basin Commission.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Rye DePauw Boat Basin Commission has proposed governance changes regarding the term of members and election procedures. Upon approval by the City Council, the Boat Basin Commission will implement the following changes:

- the term of a Boat Basin Commission member will increase from the current two years to three years
- the Boat Basin Commission will eliminate the current Nominating Committee; any member in good standing can submit an application to run for the Commission
- Voting will take place on-line replacing the previous paper ballots; Members will be notified about voting dates and procedures via email; Members must vote during the specified one-week time period
- Votes will be tallied by the online service

See attached redline version of the proposed changes.

## RESOLUTION

establishing

### THE DE PAUW MUNICIPAL BOAT BASIN COMMISSION

WHEREAS, the City of Rye owns and operates the De Pauw Municipal Boat Basin in Milton Harbor; and

WHEREAS, the City Council of the City of Rye has determined that the DePauw Municipal Boat Basin should be operated as a municipal enterprise and has established the De Pauw Municipal Boat Basin Enterprise Fund for such purpose; and

WHEREAS, the City Council of the City of Rye has determined that it is in the best interests of the City that a new municipal Commission be established to advise the City Council and the City Manager on the operation of said Boat Basin and related matters; now therefore be it

RESOLVED, that the De Pauw Municipal Boat Basin Commission be and the same hereby is established as follows:

#### **Section 1. Commission; Appointment**

(a) There will be a De Pauw Municipal Boat Basin Commission to consist of ~~five~~seven ~~adult Boat Basin resident~~ members in good standing who have a permit to moor a boat at the facility. The Commission shall reserve one position for a non-resident member. At the time of election, should there be no non-resident on the ballot, the position shall be filled by a resident member. At the next election if there is no non-resident on the Commission, a resident position will once again be available to a non-resident. The non-resident will always be available first to a non-resident, and only be filled by a resident in the absence of a non-resident candidate. The members will be appointed by the City Council after election by the resident and non-resident permit-holders of the Boat Basin. The members of the Commission will elect a Chairman each year from their group. The Chairman may serve only three terms in succession.

(b) The term of the members will be ~~two~~three years, commencing on January 1. There is no limit to the number of terms a member may serve.

(c) Vacancies will be filled within 45 days by appointment of the City Council until the next election, at which time the unexpired term will be filled by the candidate elected with the least number of votes.

(d) Any Boat Basin member in good standing can submit an application to run for the Commission; the application must be submitted no later than September 10.

#### **~~Section 2. Nominating Committee~~**

(a) ~~The City Council will designate a three member nominating committee to consist of one current Commission member who is not standing for re-election at that time, one permit holder~~

~~recommended by the Commission and one person elected to the nominating committee during the previous year's election.~~

~~(b) The nominating committee will not be restricted in the maximum number of people it can name and it must name at least two more candidates than there are open seats.~~

~~(c) The Chair shall be appointed by the City Council.~~

~~(d) The nominating committee may not name any of its members as candidates.~~

~~(e) Other permit holders who wish to serve on the Commission and who are not named by the nominating committee may secure a place on the ballot by obtaining signatures of 25 qualified voting permit holders on a designating petition.~~

### **Section 23. Responsibilities**

(a) The Commission shall adopt rules and regulations relating to the recreational use of the Municipal Boat Basin, which are not inconsistent or in conflict with any agreement of the City of Rye or any declared policy of the City Council and subject to the approval of the City Manager.

(b) It may make recommendations to the City Council and City Manager with respect to future programs and activities of the De Pauw Municipal Boat Basin and any other important related policy matter. .

(c) It shall approve annual budget estimates prepared by staff personnel, including mooring categories and proposed fee schedules prior to submission of such estimates to the City Manager. Such budget estimates are to be consistent with the City Council's policy on the self-sufficiency of Enterprise Funds. .

(d) The City Manager is responsible for implementation of the City Council's policy, the rules and regulations of the Municipal Boat Basin and the supervision and direction of employees assigned to the Municipal Boat Basin.

### **Section 34. Election**

(a) Voting will take place by online mail over a ~~one~~three-week period through a secure online service approved by the Commission.

(b) One ballot will be allowed per mooring permit.

(c) Resident and non-resident permit-holders will have equal voting rights.

(d) An invitation email will be sent to all eligible voters with instructions on how to cast their vote online.

(e) To receive an invitation email and vote in an election, the voting member must have an email on file.

(f) For those members wishing to cast their vote onsite, a computer kiosk will be available at the Boat Basin during normal business hours throughout the voting time period.

(g) Votes will be tallied with the instructions provided therewith and will not be counted as a result of any of the following:

- i) Vote is not cast within the specified time period; or
- ii) Vote is not cast in accordance with specified instructions; or
- iii) Vote is rejected for any reason by the online service being used.

(h) Valid Ballots shall be tallied for each Commission candidate by the online service. The results will be forwarded to ~~will be tabulated by~~ the City Clerk, ~~and the results will be prominently posted at the Boat Basin.~~

(i) The City Clerk will submit a list of ~~election results~~ ~~the elected nominees~~ to the City Council ~~for approval no later than~~ by ~~the middle of October~~ ~~September 10~~.



# CITY COUNCIL AGENDA

NO. 15

DEPT.: City Manager's Office

DATE: August 3, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Consideration of request to amend local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-19, "No parking any time", to prohibit parking on the north side of Hewlett Avenue and the north side of Osborn Road.

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER	191
SECTION	19.1

**RECOMMENDATION:** That the City Council approve the changes on Hewlett Avenue and Osborn Road as recommended by the Traffic and Pedestrian Safety Committee.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** A recommendation has been made by the Traffic and Pedestrian Safety Committee to prohibit parking on the following:

- Hewlett Avenue - no parking on the east side from Forest Avenue to a point 50 feet north of the southerly crosswalk to Milton School at the exit of their driveway
- Osborn road – no parking on the north side from Boston Post Road to the entrance driveway to Osborn School.

See attached.



§ 191-19 **No parking any time.**

The parking of vehicles is hereby prohibited in all of the following locations:

**Name of Street                      Side                      Location**

*\*Promulgated by City Manager  
with approval of City Council.*

Hewlett Avenue                      East                      From the crosswalk opposite the southerly entrance of the driveway which runs along the easterly side of Milton School for a distance of 50 feet northerly

Hewlett Avenue                      East                      From Forest Avenue to a point 50 feet north of the southerly cross walk to Milton School at the exit of their driveway

Osborn Road                      North                      Between Theall Road and the Harrison line

Osborn Road                      South                      Between Boston Post Road and the Harrison line

Osborn Road                      North                      From Boston Post Road to the entrance driveway to the Osborn School



# CITY COUNCIL AGENDA

NO. 16

DEPT.: Police Department

DATE: August 3, 2016

CONTACT: Michael C. Corcoran, Jr. Police Commissioner

**ACTION:** Bid Award for the Police Crossing Guard contract (Contract #2016-13).

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That Contract #2016-13 be awarded to All City Management Services (ACMS), in the amount of two hundred three thousand one hundred twenty-seven dollars (\$203,127.00) as recommended by the Acting Police Commissioner.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Two bids were received and tabulated on July 25, 2016 for the Police Crossing Guard contract. The recommendation is to award the contract to All City Management Services (ACMS).

The Police Department's recommendation and bid results are attached for your review.



Michael C. Corcoran Jr.  
*Police Commissioner*

## **POLICE DEPARTMENT**

City Of Rye, New York

21 McCullough Place

Rye, N. Y. 10580

Phone: (914) 967-1234

FAX: (914) 967-8341



Lt. Scott J. Craig  
*Patrol Commander*

**TO: Marcus Serrano, City Manager**

**FROM: Lt. Scott Craig**

**DATE: July 27, 2016**

**RE: Crossing Guard Services Contract No. 2016-13 Bid Proposals**

The City of Rye sent out an invitation to bid for the Contract No. 2016-13, Crossing Guard Services, for the 2016 – 2017 Crossing Guard Program on July 5, 2016. All bids were due back by Monday, July 25, 2016 at 11:00 AM. At that time City Clerk Carolyn D’Andrea received two bid proposals in response to the request. The two bid proposals were from the following companies:

- All City Management Services, Inc.  
10440 Pioneer Blvd. –Suite 5  
Santa Fe Springs, CA 90670
  
- NJB Security Services, Inc.  
35 East Grassy Sprain Rd., Ste. 203  
Yonkers, NY 10710

We are very familiar with All City Management Services (ACMS) because they are the current company who was awarded the contract for the past three years. For the past three years ACMS has provided very good service and have always been responsive to our concerns and needs. After reviewing their bid submission I found it to be complete and comprehensive.

After a review of the bid proposal submitted by NJB Security Services, Inc. I found the section on Ability (pg. 12) to be lacking in the required detail. I contacted the three School Districts that the company listed as providing “similar equipment” in this instance crossing guard services, and I was advised by all three that they currently do not provide “crossing guard services” but do provide “security guard services”. All three references were satisfied with the security guard service they receive from NJB Security Services. I then went to the NJB Security Services website to research what services they provide. On their website [www.westchestersecurityguards.com](http://www.westchestersecurityguards.com) they do appear to provide a complete line of security guard services but there is no listing of crossing guard services.

In the Invitation to Bid for Crossing Guard Services – Contract No. 2016-13 under section I, “Ability and Experience of Bidder” (pg. 3), the bidder is required to have been a provider of crossing guard services for at least (5) years. Therefore, it is my recommendation that All City Management

**Services (ACMS) be awarded the Crossing Guard Services – Contract No. 2016-13 as it was the only bidder meeting the specifications.**

**CROSSING GUARD PROGRAM  
CONTRACT 2016-13  
BID TABULATION**

<b>Bidder</b>	<b>Crossing Guard Locations</b>	<b>Days Per Year</b>	<b>Daily Billing Rate per Site</b>	<b>TOTAL PRICE BID (A x B xC)</b>
NJB Security Services, Inc.	12 Locations	180	\$94.04	\$203,127.00
All City Management Services (ACMS)	12 Locations	180	\$84.53	\$182,584.80



# CITY COUNCIL AGENDA

NO. 17

DEPT.: Rye Golf Club

DATE: August 3, 2016

CONTACT: Jim Buonaiuto, Rye Golf Club General Manager

**ACTION:** Bid Award for the Rye Golf Club Tree Removal contract (Contract #2016-02).

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That Contract #2016-02 be awarded to the low bidder, Almstead Tree & Shrub Care Company, in the amount of one hundred sixteen thousand six hundred ninety-four dollars (\$116,694.00) as recommended by the Rye Golf Club General Manager.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Four bids were received and tabulated on July 18, 2016 for the Golf Club Tree Removal project based on a plan developed by recommendations of agronomists in conjunction with certified arborists to remove and/or prune several trees that harm the growing environment of the turf at the Rye Golf Course.

The Rye Golf Club General Manager's recommendation and bid results are attached for your review.



**CITY OF RYE**  
Golf Club

**Interoffice Memorandum**

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To: Marcus A. Serrano, City Manager  
From: Jim Buonaiuto, Club Manager  
Cc: Joseph Fazzino, Deputy City Comptroller  
Date: July 23, 2016  
Subject: **Contract 2016-02 Golf Club Tree Removal**

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I have checked and tabulated the four bids received on July 18, 2016 for the above contract. A copy of the bid results is attached. I recommend the bid be awarded to the low bidder, Almstead Tree & Shrub Care Company, in the amount of \$116,694.00.

Almstead Tree is the lowest responsive and responsible bidder. This work will be funded from the Golf Club's project fund. Almstead has ample experience performing this scope of work in addition to all preferred certifications and credentials.

Please feel free to contact me should you need additional information.

**2016-02 RGC Tree Removal**

2016-02 RGC Tree Removal		Almstead Tree		Wickes Arborists		Downes Tree Removal		Dom's Tree Service	
Item Number	Item	Unit Price By Day	Total Price	Unit Price By Day	Total Price	Unit Price By Day	Total Price	Unit Price By Day	Total Price
1	Area A	N/A	\$ 6,617.00	N/A	\$ 4,422.00	N/A	\$ 10,650.00	N/A	\$ 19,955.60
2	Area B	N/A	\$ 2,421.00	N/A	\$ 2,412.00	N/A	\$ 18,250.00	N/A	\$ 11,139.20
3	Area C	N/A	\$ 23,853.00	N/A	\$ 24,254.00	N/A	\$ 34,850.00	N/A	\$ 38,331.00
4	Area D	N/A	\$ 5,124.00	N/A	\$ 10,586.00	N/A	\$ 14,185.00	N/A	\$ 20,018.80
5	Area E	N/A	\$ 2,703.00	N/A	\$ 6,164.00	N/A	\$ 8,985.00	N/A	\$ 17,522.40
6	Area F	N/A	\$ 26,058.00	N/A	\$ 39,182.00	N/A	\$ 24,445.00	N/A	\$ 40,953.80
7	Area G	N/A	\$ 18,587.00	N/A	\$ 20,502.00	N/A	\$ 17,785.00	N/A	\$ 27,223.60
8	Area H	N/A	\$ 8,415.00	N/A	\$ 16,080.00	N/A	\$ 11,075.00	N/A	\$ 17,585.60
9	Area I	N/A	\$ 5,038.00	N/A	\$ 5,526.00	N/A	\$ 5,250.00	N/A	\$ 14,725.80
10	Area J	N/A	\$ 1,501.00	N/A	\$ 1,876.00	N/A	\$ 3,850.00	N/A	\$ 10,333.40
11	Area K	N/A	\$ 4,135.00	N/A	\$ 4,824.00	N/A	\$ 10,650.00	N/A	\$ 11,866.00
12	Area L	N/A	\$ 4,543.00	N/A	\$ 7,638.00	N/A	\$ 9,150.00	N/A	\$ 12,719.20
	<b>Total Bid Prices Area A through L</b>	N/A	\$ 108,995.00	N/A	\$ 143,466.00	N/A	\$ 169,125.00	N/A	\$ 242,374.40
13	Optional Work	\$0.00	\$ 4,107.00	\$0.00	\$ 4,824.00	\$0.00	\$ 4,950.00	\$0.00	\$ 10,345.00
14	Optional Daily Rate: 4 Person Removal & Hazard Reduction Pruning As Per Specs	\$3,592.00	\$3,592.00	\$3,592.00	\$4,680.00	\$3,592.00	\$3,650.00	\$3,592.00	\$6,500.00
	<b>Total Bid With Options</b>		\$116,694.00		\$152,970.00		\$177,725.00		\$259,219.40





# CITY COUNCIL AGENDA

NO. 18

DEPT.: Rye Golf Club

DATE: August 3, 2016

CONTACT: Jim Buonaiuto, Rye Golf Club General Manager

**ACTION:** Consideration of Bid for the Rye Golf Club Greens Expansion and Practice area project (Contract #2016-06).

**FOR THE MEETING OF:**

August 3, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That Contract #2016-06 be rejected due to an omission in one bid and a second bid which exceeds the pre-bid estimate.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

See attached from Rye Golf Club General Manager Jim Buonaiuto.



**CITY OF RYE**  
Golf Club

**Interoffice Memorandum**

---

To: Marcus A. Serrano, City Manager

From: Jim Buonaiuto, Club Manager

Cc: Joseph Fazzino, Deputy City Comptroller

Date: July 23, 2016

Subject: **Contract 2016-06 Rye Golf Club Greens Expansion and Practice Area**

---

I am requesting that all bids received for our Greens Expansion and Practice Area be rejected and that we immediately rebid the project. The lowest qualified bidder omitted a large expense of approximately \$62,000 on the base bid and \$13,000 on the alternate bid which will force us to reject this bid. The second bidder is significantly higher than our pre-bid estimates developed by our retained golf course architect.

Please feel free to contact me should you need additional information.



# CITY COUNCIL AGENDA

NO. 19

DEPT.: FINANCE

DATE: August 3, 2016

CONTACT: Joseph S. Fazzino, Deputy City Comptroller

**ACTION:** Adoption of the 2016/2017 tax levy and tax rate for the Rye Neck Union Free School District.

**FOR THE MEETING OF:**

August 3, 2016  
**RYE CITY CODE,**  
§C22-9(A)

**RECOMMENDATION:** That the City Council adopt the following resolution:

WHEREAS, the Rye Neck Union Free School District (District) has certified to the City of Rye Comptroller taxes in the amount of \$11,867,958 to be raised on property within the District located in the City of Rye, with established tax rates of \$883.88104 per \$1,000 of taxable assessed value on homestead property and \$1,142.639214 per \$1,000 taxable assessed value on non-homestead property, for the fiscal year beginning July 1, 2016 and ending June 30, 2017, now, therefore, be it

RESOLVED, that in accordance with the provisions of the City Charter, the City Comptroller is commanded to levy and collect said taxes, subject to any further amendments or approvals required by the Rye Neck Union Free School District.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

The Rye Neck Union Free School District has provided the City with the allocation of the tax levy and tax rates for the Town of Rye and City of Rye. A portion of the City's share of the tax levy is attributable to STAR exemptions, which will be paid by the State to the district. The above amounts and rates are subject to adjustments and adoption by the District at their next Board of Education meeting.

