

## CITY OF RYE

### NOTICE

There will be a regular meeting of the City Council of the City of Rye on Wednesday, October 5, 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 attorney/client matters. The meeting will be preceded by a Presentation beginning at 7:00 p.m. on the New York Rising Reconstruction Program projects.*

### AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Draft unapproved minutes of the regular meeting of the City Council held September 14, 2016.
5. Presentation from representatives of the Suez and Aquarion Water Companies.
6. Consideration to set a Public Hearing to amend local law Chapter 194, "Water", of the Rye City Code by amending Section §194-1, "Conservation in times of emergency", to give the City Manager the authority to declare conservation in times of water emergency.
7. Resolution to declare a Water Emergency in the City of Rye regarding current water supply conditions as recommended by the Suez and Aquarion Water Companies.
8. Issues Update/Old Business.
9. 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 revise the City's discretionary debt limit.
10. Continuation of the Public Hearing 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.
11. 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.
12. Authorization for the City Manager to enter into an agreement with Woodard & Curran for field investigations and site characterization to support property acquisition and future development plans for the New York Thruway property.

13. Summary of the 2017 Budget Process and Consideration of setting the 2017 Budget Workshop schedule.
14. Residents may be heard on matters for Council consideration that do not appear on the agenda.
15. Resolution to amend the Boat Basin Commission By-Laws to allow permitting to commercial boats subject to the approval of the Boat Basin Supervisor and the Boat Basin Commission.
16. Resolution to declare certain City of Rye equipment as surplus.  
Roll Call.
17. Consideration of a request by the New York Rangers for use of city streets on Saturday, November 19, 2016 from 6:00 a.m. to 1:00 p.m. for a 5K Race to benefit the Garden of Dreams Foundation and Northwell Health.
18. Consideration of a request by the Recreation Department to hold their 40<sup>th</sup> annual *Turkey Run* on Saturday, November 26, 2016 during Thanksgiving Weekend.
19. Consideration of a request by the Rye Merchants Association to close a portion of Purchase Street on Sunday, November 27, 2016 from 10:00 a.m. to 3:00 p.m. for the *Mistletoe Magic* event.
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, October 19, 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: October 5, 2016

CONTACT: Carolyn D'Andrea, City Clerk

**AGENDA ITEM** Draft unapproved minutes of the regular meeting of the City Council held September 14, 2016.

**FOR THE MEETING OF:**

October 5, 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 September 14, 2016, as attached.

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of Rye  
held in City Hall on September 14, 2016 at 7:30 P.M.

PRESENT:

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

The Council convened at 6:30 P.M. Councilman McCartney made a motion, seconded by Councilwoman Bucci and unanimously carried to immediately adjourn into Executive Session to discuss litigation and personnel matters. Councilman McCartney made a motion, seconded by Councilwoman Bucci and unanimously carried, to adjourn the Executive Session at 7:30 P.M. The regular meeting convened at 7:35 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. General Announcements.

Mayor Sack congratulated the Rye High School Football Team for its recent win against Harrison, making three years in a row.

City Clerk D'Andrea announced that commuter parking renewal has opened and is due on October 31, 2016 with no exceptions.

Councilwoman Tagger-Epstein congratulated SPRYE on holding its 5<sup>th</sup> anniversary benefit. She also congratulated Rosemary and Vine for a wonderful write up in the New York Times, which she felt was a testament to the great restaurants in this City. She stated she was excited about the Rye Sustainability Committee presentation. She encouraged everyone to fill out the short survey for healthy lawns.

Councilman Mecca reported news from the Rye Fire Department. In July 2016, Dan DeCarlo and Hal Aiken, career firefighters, retired. The City had an opportunity to replace them with two career firefighters from Port Chester, Ryan Iarocci and Cea Fong. Councilman Mecca welcomed them to the City. He also discussed a recent Fire Department drill with Con Ed to become familiar with various procedures. Further, Councilman Mecca reported that in August 2016, the Rye Fire Department responded to 102 calls. He also encouraged residents to update their alarm companies on any changes to contact information.

Councilman McCartney stated that the Rye Rotary Club is sponsoring their first annual charity fundraiser on September 27, 2016, a golf outing at the Apawamis Country Club. The event will honor Michael Corcoran. All funds will go to charitable causes. On the Rye Golf Club front, everything is quiet and in good shape. Councilman McCartney also mentioned that the Rye Recreation Fall Programs are open for sign-up on the website. There are one-day programs available when school is not in session.

Councilwoman Killian reminded the community that the weekend preceding Columbus Day, the Rye School District has a four day weekend, followed by a five day weekend for Columbus Day. She also announced that the Rye ACT (the community's Drug and Alcohol Coalition) has exciting news, having received a grant from the federal government. The grant received will allow the community group to spend \$1.3 million on initiatives for the next ten years. Councilwoman Killian explained that the Rye ACT is comprised of 12 coalition members. This money will help alleviate the budget of the schools, the Rye YMCA, Rye Youth Council and other groups who fund anti-drug and alcohol initiatives. There were many people who worked on the grant, and Councilwoman Killian thanked Nancy Pasquale specifically for her hard work.

Councilwoman Hurd announced that the next Chamber of Commerce meeting will be held at 8:30 A.M. at Morgan's Fish House on October 5, 2016. Relatedly, she announced that the downtown construction project will begin next week on Smith Street. She also stated that the Taste of Rye will be held on Saturday, September 24, 2016 from 3:00 to 5:30 P.M. Tickets may be purchase at Julia B. Sotheby's office. Councilwoman Hurd also reminded the community that the Rye Free reading room will be hosting Novel Nights and other events this fall. Lastly, she stated that the engineering firm retained on the New York Rising grant will make a presentation on October 5, 2016 at 7:00 P.M. in Council Chambers.

Mayor Sack followed up with the announcements made on the progress of Rye ACT and said that the Council and City have made drug and alcohol prevention a priority. He reported that an arrest was recently made of an individual within the City on possession with intent to sell. Mayor Sack stated that enforcement is a key point in the discussion on prevention, among education and treatment.

4. Draft unapproved minutes of the Presentation of the CIP held August 1, 2016 and the regular meeting of the City Council held August 3, 2016.

Councilman McCartney recommended an amendment to the August 3, 2016 draft minutes to insert the words "value impacts" at the top of Page 6.

Councilman Mecca made a motion, seconded by Councilman McCartney and unanimously carried by the Council, to adopt the draft minutes of the Presentation of the CIP held August 1, 2016 and the regular meeting of the City Council held August 3, 2016, as amended.

5. Presentation and Update from the Rye Sustainability Committee.

Sarah Goddard, Rye Sustainability Committee, introduced the presentation and update of from the Rye Sustainability Committee to the Council. Everything that we do is done within the framework of the Rye Sustainability Plan. Linda McKay, Rye Sustainability Committee, made a statement about energy. She distributed a handout regarding the New York Solar Summit which she attended June 20, 2016 in NYC. She stated she represented Rye, a “climate smart community.” Ms. McKay stated the Committee also had a meeting with a commercial solar provider to continue to talk to them about a large scale project for Rye. There is also a zero emissions initiative happening in Rye.

Gretchen Crowley, Rye Sustainability Committee, discussed the “Green Screen,” an initiative through film discussing important environmental topics. There have and will be speakers at each film to discuss the various environmental topics. The audience has been comprised of hundreds of Rye residents, neighboring communities, students and faculty. Ms. Crowley recalled the first Green Screen film presentation in 2011, regarding the effects of plastic bags. Since that film, Rye became the first community in Westchester to ban single-use plastic bags. She discussed the other films that have made an impact on the community. She discussed last year’s film regarding the laws on idling and car emissions, “Idle Threat.” She stated that the Committee looks forward to seeing everyone at the next Green Screen.

Lori Fontanes, co-chair of the Rye Healthy Yard Program, a subcommittee of the Rye Sustainability, addressed the Council. She stated that since its inception in 2014, there has been lots of progress with the Rye Healthy Yard program, but more can be done. There has been means presented to residents and commercial entities. She was happy to report that the sub-committee has partnered with multiple organizations throughout Rye.

Melissa Brown-Grieco made a presentation about trees. In order to replace some of the lost trees throughout the City, the Sustainability Committee in partnership with the CCAC is planning on fundraising to purchase, plan, and maintain the trees. All trees will be native species to the City. This fund could be set up, but the Committee is looking forward to working with staff to see the best placement of these trees.

Sarah Goddard stated that it would be up to DPW and the City for tree placement but they would be happy to help identify specific locations. Ms. Goddard stated that since the sustainability plan is complete, the Committee is looking to the community to enhance that plan. They are excited about community outreach. Ms. Goddard said that when people think of what the Committee does, they would like to get the message across that they are here for the community. Ms. Goddard presented the website page of the Sustainability Committee to the Council and community. She encouraged the community to fill out the survey on the website. She mentioned

that she knows that the City will be redoing the Master Plan and encouraged the Committee to include the sustainability plan.

Councilwoman Killian stated that she has been so grateful for the tremendous work done by the Sustainability Committee over the past several years.

Councilman McCartney encouraged the public to read the Sustainability Report, which he felt was one of the best publications put out by the City.

20. Consideration of a request by the Sole Ryeders & Friends and the Rye High School Breast Cancer Awareness Club to have a TieTheTownPink breast cancer awareness campaign in the City of Rye during the month of October, 2016.

This item was taken out of order. Lisa Domenici Ferris stated that October is Breast Cancer Awareness Month, at which time, the Sole Ryeders & Friends and the Rye High School Breast Cancer Awareness Club groups tie pink ribbons throughout the City to raise awareness of breast cancer. The application before the City is to hang the ribbons within the City's right-of-way.

Mayor Sack made a motion, seconded by Councilwoman Tagger-Epstein and unanimously carried by the Council, to grant the request by the Sole Ryeders & Friends and the Rye High School Breast Cancer Awareness Club to have a TieTheTownPink breast cancer awareness campaign in the City of Rye during the month of October, 2016.

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

This item was taken out of order. Kent Iarocci, 5 Charlotte Street, addressed the Council. He expressed concern over Haviland Lane and Purchase Street. He presented a three-step plan over a vehicle and pedestrian safety issue. He asked that a white line be painted for vehicles, second a sign put up that says stop here on red, and lastly he would like to see a traffic signal on a pole behind the white pillar as vehicles are exiting Haviland Lane. He said that the costs are minimal, considering possible benefits. He further stated that this would prevent pedestrian injury and accident.

Mayor Sack referred this matter to the Traffic and Pedestrian Safety Committee. Councilwoman Tagger-Epstein agreed to add it to the upcoming agenda. Mr. Iarocci thanked the Council.

6. Issues Update/Old Business.

Mayor Sack stated that with regard to United Hospital site, the Village of Port Chester has issued the FEIS but has not yet taken any action on it. It may be the subject of a Port Chester agenda item in October. The City of Rye will have a presence there to make comments on the FEIS. We have already submitted written comments to the Village of Port Chester.

Mayor Sack then discussed the litigation with the Westchester County regarding the issues at Playland. The return date for litigation is September 28, 2016. Mayor Sack hopes to resolve the issues with the County.

Mayor Sack then discussed the FLSA lawsuit regarding the previous employees at the Rye Golf Course. The litigants have been certified as a class, some of which appeared at City Hall prior to the City Council meeting. Mayor Sack stated that the City is hopeful that there will be a mutually-agreeable resolution. He said that the City is dealing in good faith and there is a hope to have a conclusion in the near future.

Mayor Sack then commented that with respect to the Thruway property that the City is considering purchasing, there continues to be positive discussion with Rye Country Day School.

Mayor Sack provided an update on the tax litigation and Seaside Johnny's in Rye Town Park. The City of Rye prevailed in the Appellate Division and the Town of Rye will be filing an appeal to the Court of Appeals. Mayor Sack also said that one entity has responded to the RFP for the Rye Town Park restaurant site which is the current operator, Seaside Johnny's.

Councilwoman Hurd stated that the placement of Benjamin Franklin Mile Marker 25 is up for discussion, as to whether it will remain or be moved at a future date. She also stated that the second issue which relates to the Landmarks committee is the possibility of replacing the current signs at the entrances to the City of Rye. The Landmarks Committee believes that the historic nature of the City should be highlighted on these signs. Councilwoman Hurd said that she is looking for input on the issue from the Council to see whether this is appropriate.

Mayor Sack agreed that the sign issue should be discussed and was interested in gathering community input.

Councilman McCartney stated that a few years ago, the Rye Little League approached the Council about the issue of selling advertising space at Disbrow Park to raise money for the league. He stated that this action required a Home Rule to be passed in New York State for this to be done legally under state law. Councilman McCartney stated that he was happy to report that this was passed on the state level. He reviewed the specifics required by the law.

8. Public Hearing regarding the 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.

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

Mr. Kenneth Mealey, 19 Richard Place, addressed the Council. He stated that they were requesting that the City remove a portion of Richard Place, which would help fix the anomaly of their oddly-shaped lot located at 19 Richard Place. Mr. Mealey stated the intent was to fix the anomaly in good faith. Councilman McCartney commended the Mealeys on their paperwork, and Councilwoman Tagger-Epstein made a statement of support about their preparedness and need in this matter.



Councilman Mecca made a motion, seconded by Councilwoman Killian, to close the public hearing.

Councilman McCartney made a motion, seconded by Councilwoman Tagger-Epstein, to grant the 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.

ROLL CALL

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

9. Public Hearing 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.

Councilwoman Killian made a motion, seconded by Councilwoman Tagger-Epstein, to open the public hearing.

Councilman Mecca made a motion, seconded by Councilwoman Tagger-Epstein, to continue the public hearing at the next meeting of the City Council on October 5, 2016.

13. Resolution to transfer \$150,000 from the Contingency account to the Legal Department to fund legal services.  
Roll Call.

This item was taken out of order. City Manager Serrano stated that there are various needs for this transfer due to legal fees for the litigation with the County, Save the Sound, and others.

Mayor Sack said that Rye is being sued by Save the Sound, an organization who wants to limit the amount of water that is entering the sewage stream. One of the problems is that Inflow and Infiltration (I&I) occurs when sewers, which are so old, crack and groundwater goes into to the sewer system. He explained that the lawsuit will cost money to defend.

There was general discussion about both Save the Sound and the litigation with the County.

Councilman McCartney made a motion, seconded by Councilman Mecca, to authorize the transfer \$150,000 from the Contingency account to the Legal Department to fund legal services.

ROLL CALL

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

14. Resolution to increase the retainer with Best Best & Krieger to assist the City in the Crown Castle matter regarding wireless telecommunications.  
Roll Call.

City Manager Serrano stated that the firm Best Best & Krieger and their engineer have been providing review and research on the issue to provide guidance to the City on the applicant of Crown Castle for DAS nodes placements within the right-of-way.

Corporation Counsel Wilson said that \$50,000 might be prudent, as a change in the City code could be necessary. There was general discussion about reviewing the details of the work on a step-by-step basis.

Councilman McCartney made a motion, seconded by Councilman Mecca, to approve a \$50,000 increase to the retainer for Best Best & Krieger to assist the City in the Crown Castle matter regarding wireless telecommunications.

ROLL CALL

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

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.

Chris Fisher, Cuddy & Feder, on behalf of Crown Castle, made a statement to the Council. He stated he had recently attended a telecommunications conference. He discussed the need of adequate telecommunications and service. Specifically, he discussed first responders and how they need to be connected in case of an emergency. He said that Crown is the means to an end, an infrastructure provider. Mr. Fisher stated that there has been a needs assessment discussed.

Mayor Sack said that there have been many communications since the August 2016 meeting of the City Council. Procedurally, there has been an agreement to extend the “shot clock” timeline to November 2016. Corporation Counsel Wilson confirmed that an agreement had been made to extend this timeline. There was general discussion about making public information available.

Chris Fisher, Cuddy & Feder, stated that the firm received a letter from Mr. Van Eaton, and a letter of response will be provided and filed with the City Clerk. Mr. Fisher stated that after reviewing the letter submitted from Zarin and Steinmetz, he disagrees with many of the specifics.

There was general discussion about a letter received from Zarin and Steinmetz that had been circulated to many residents throughout the City.

Eileen Iorio, 24 Crescent Avenue, thanked the Council. She stated that from the last meeting, Deputy Mayor Killian mentioned the Home Depot case. Ms. Iorio stated that she wanted to know how that case equates to this one. Councilwoman Killian responded that they are not similar, but that she was creating the parallel between the duties of the Council and how at times, the fiduciary needs of the City need to be weighed above one's personal feelings.

Kate Khanna, 1003 Forest Avenue, discussed the impact on property values. She discussed a 2014 study of 1,000 homes. She stated that 94% of those surveyed would pay less for a home near a cell tower. She discussed the survey further. Councilman Mecca stated that there are 8 nodes existing within the City of Rye. He asked her to identify the homes within 500 feet and if, indeed, these houses have lost value.

Kate Emanuel, 12 Sharon Lane, stated that she could provide Mr. Mecca with that information. She stated she cares deeply about the community and worries about the installation of DAS nodes with relation to property values. As a real estate agent, she feels that homeowners buy in Rye due to the investment. .

Carolyn Cunningham, 18 Soundview Avenue, stated that in the late 1990s and early 2000s, she served as Deputy Mayor. She stated that due to the Telecommunications Law being enacted, she and the Council at the time drafted Rye's City Code Chapter 196, to contemplate the technology and help the community. She believes the City should be operating under Chapter 196.

Charlotte Hansen, 717 Forest Avenue, addressed the Council. She stated that she created a survey that was distributed. She reviewed the survey's results with the Council.

Dan Richmond, 81 Main Street, Ste. 415, White Plains, New York, of Zarin and Steinmetz, stated that the firm had been retained by several Rye residents. He stated that they are seeking to work with the Council on this issue. He reviewed a letter that he had sent to the Council regarding their opinions on Crown Castle and the application. He stated he was worried about a possible precedent set.

Benjamin Stacks and Kim O'Connor, 15 Sonn Drive, addressed the Council. He stated that in 2011, there was a node placed in their backyard pursuant to the right-of-way use agreement. They were upset to find out about the addition of nodes, being that there is significant noise emitted from the nodes and a stigma involved. He was surprised to find out that the node in his backyard was the closest that any node was to a home in Rye. He invited the Council to observe the node at their house.

John Mayo Smith, 3 Fairlawn Court, addressed the Council. He stated that he created a survey for the Northeast, which generated 1500 responses. Many responded that they would pay between 6 and 10% less on the purchase of their home with the existence of nodes. He stated there was a perception issue. He stated he felt this was a government taking.

Dan Richmond, Zarin and Steinmetz stated that the letter than was sent to the Council was not an invitation to litigation, but a start to a dialogue.

Chris Fisher, Cuddy and Feder, addressed several points that were brought up during the public hearing.

Lisa Sandler, 51 Franklin Avenue, asked why the experts were being hired now, rather than before.

7. 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.

Councilwoman Bucci stated the City is considering raising the debt limit. She said that the Council is in the process of deciding the specifics of the limits. There was general discussion about the different scenarios that could be considered by the Council.

Mayor Sack recommended putting the matter over to the next meeting.

Mayor Sack made a motion, seconded by Councilman Mecca and unanimously carried, to continue the public hearing on October 5, 2016.

12. Consideration of referral to the Board of Architectural Review and City Consultant, the Special Permit Application submitted by New Cingular Wireless PCS, LLC ("AT&T") for modifications to its existing wireless telecommunications facility located at 66 Milton Road.

Corporation Counsel Wilson introduced the issue and stated that Dan Raub of Cuddy & Feder, representing AT&T, is applying to the Council for modifications to its existing wireless telecommunications. Mr. Raub stated that to accommodate for 4G networks, the technology needs to be altered at the site. They were planning on swapping out three antennae and altering some radio units.

Mayor Sack made a motion, seconded by Councilman Mecca and agreed by the majority, to refer the Special Permit Application submitted by New Cingular Wireless PCS, LLC ("AT&T") for modifications to its existing wireless telecommunications facility located at 66 Milton Road to the Board of Architectural Review.

15. Bid Award for the Rye Golf Club Roof Replacement contract (Contract #2016-12).  
Roll Call.

City Manager Serrano stated that there are five roofs in need of replacement at the Rye Golf Club.

Councilman McCartney made a motion, seconded by Councilman Mecca that Contract #2016-12 be awarded to the low bidder, BBR Contracting Corp., in the amount of three hundred eighty-seven thousand dollars (\$387,000.00) as recommended by the Rye Golf Club General Manager.

ROLL CALL

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

16. Bid Award for the Rye Golf Club Greens Expansion and Practice Area contract (Contract #2016-14).  
Roll Call.

Councilman McCartney explained that the greens and practice area at the Rye Golf Club will be expanded and enhanced to improve conditions on the course.

Councilman McCartney made a motion, seconded by Councilwoman Bucci, that Contract #2016-14 be awarded to the low bidder, XGD Systems, in the amount of four hundred twenty thousand nine hundred ninety-eight dollars and ninety-five cents (\$420,998.95) as recommended by the Rye Golf Club General Manager.

ROLL CALL

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

17. Resolution ratifying the appointment of one member to the Emergency Medical Services Committee for a three-year term expiring on June 30, 2019.

Mayor Sack made a motion, seconded by Councilman Mecca and unanimously carried, to ratify the appointment of John Colangelo, Port Chester resident, for a three-year term expiring on June 30, 2019.

18. Consideration of the proposed revision to the Rules and Regulations of the City of Rye Police Department General Order #120.8 regarding the Drug Testing Policy.

Councilman McCartney made a motion, seconded by Councilwoman Killian and unanimously carried, to approve the proposed revision to the Rules and Regulations of the City of Rye Police Department General Order #120.8 regarding the Drug Testing Policy.

19. Resolution to declare certain City of Rye equipment as surplus.

Roll Call.

Councilman McCartney made a motion, seconded by Councilwoman Killian 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 and  
Tagger-Epstein

NAYS: None

ABSENT: None

21. Consideration of a request by the Jarden Corporation for use of city streets on Sunday, September 25, 2016 from 7:00 a.m. to 6:00 p.m. for their annual Westchester Triathlon.

Mayor Sack made a motion, seconded by Councilman McCartney and unanimously carried, to approve the request from Jarden Corporation for the use of City streets on Sunday, September 25, 2016 from 7:00 A.M. to 6:00 P.M. for their annual Westchester Triathlon.

22. Miscellaneous communications and reports.

There was nothing discussed under this agenda item.

23. New Business.

There was nothing discussed under this agenda item.

24. Adjournment.

There being no further business to discuss, Councilman Mecca made a motion, seconded by Councilwoman Tagger-Epstein and unanimously carried, to adjourn the regular meeting of the City Council.

Respectfully submitted,

Carolyn E. D'Andrea  
City Clerk



# CITY COUNCIL AGENDA

NO. 5

DEPT.: City Manager

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Presentation from representatives of the Suez and Aquarion Water Companies.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:**

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** A presentation will be made by representatives of the Suez and Aquarion Water Companies regarding the current water shortage.

See attached notice regarding a Water Emergency from Christopher Graziano, Vice President & General Manager, of SUEZ Water, with a request to limit outdoor water usage.





SUEZ WATER NEW YORK  
Christopher J. Graziano  
Vice President & General Manager  
360 West Nyack Road  
West Nyack, New York 10994  
TEL 845-620-3352  
Email [chris.graziano@suez-na.com](mailto:chris.graziano@suez-na.com)

RE: Water Supply Emergency for Customers of Rye, Rye Brook, and Port Chester

Gentlemen –

I am writing to advise you of the critical level of the water supply reservoirs for Aquarion Water of Connecticut (AW-CT) that necessitates SUEZ to declare a water supply emergency for the region supplied by these reservoirs at this time.

I respectfully urge each of your municipalities to immediately act pursuant to your municipal drought ordinances to ban outside watering until the water reservoirs of AW-CT return to safe levels. As you know, SUEZ is the current owner of the franchise rights previously owned by New York-American Water Company.

The water supply demands on the SUEZ system are still high due to the extended hot and dry weather. SUEZ Westchester historically receives 60% of its supply from AW-CT reservoirs, and 40% of its supply via interconnections with Westchester Joint Water Works, which is on the NYC Aqueduct System. SUEZ was contacted on Friday September 16, 2016, by AWC-CT, and was told that its reservoirs were extremely low and in a critical state. The below paragraph provided by AW-CT details the current state of its system:

*“Our Greenwich reservoir system has been dropping most of the summer. In the last 6 months our reservoirs have received six inches less rainfall than normal and our Greenwich reservoirs are currently at 33.3% of their capacity. At this time of year our Greenwich reservoirs are normally at 70% of capacity. In addition, our Putnam Reservoir is the primary source of supply for Greenwich and the Westchester County towns that receive our water and it is at 25.3% of its capacity and has been dropping at a rate of 6% per week. If we can get a reduction in daily demands of 33% we can stop the Putnam reservoir from dropping further. We imposed an outdoor water ban on our customers in Greenwich on Friday and demands have dropped 32% from Thursday to Sunday. They were 9.4 MGD most of last week and were 6.4 MGD yesterday. We need a similar drop in demand from the Suez system. ” “Based on last week’s demands they could be without*



*water within 4 weeks. Between your customers and ours there are 100,000 residents that could be impacted.”*

The National Weather Service has declared a Severe Drought for most of southern Connecticut, including AWC-CT’s service territory. Moreover, the 6 -10 day outlook issued by the Climate Prediction Center for the period September 20 - 24 shows temperatures above normal and precipitation below normal.

The current high system demands, combined with the an unfavorable 6 – 10 weather forecast and AW-CT’s low reservoir levels, pose a significant threat to SUEZ Westchester’s near term ability to meet the potable water and fire flow requirements of the portion of its Westchester system that relies upon AW-CT.

AW-CT has enacted an outdoor usage ban for its customers as of Friday, September 16, 2016, and urges the SUEZ Westchester communities that rely upon its water to enact outdoor water bans as well. SUEZ Westchester lacks the legal authority to enact its own water use restriction, so we respectfully look to you and your communities to immediately take this necessary action.

A Reverse 911 call will be going out to SUEZ Westchester customers September 23, 2016, urging them to conserve water and immediately cease all outdoor water use.

And, as always, I am available at all time if you require my personal assistance with this matter.

Thank you for your consideration.

Regards,

A handwritten signature in blue ink, appearing to read "Chris Graziano".

Chris Graziano  
Vice President & General Manager



# CITY COUNCIL AGENDA

NO. 6

DEPT.: City Manager

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Consideration to set a Public Hearing to amend local law Chapter 194, "Water", of the Rye City Code by amending Section §194-1, "Conservation in times of emergency", to give the City Manager the authority to declare conservation in times of water emergency.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER 194

SECTION 1

**RECOMMENDATION:** That the Council set a Public Hearing to amend local law Chapter 194, "Water", of the Rye City Code by amending Section §194-1, "Conservation in times of emergency", to give the City Manager the authority to declare conservation in times of water emergency.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

Chapter 194 of the City Code places limitations on the use of water in times of water emergencies. Currently the Code allows for the *City Council* to declare a water emergency based on advice from the officers or agents of the water company. This declaration would need to be made at a City Council meeting. The proposed change to Chapter 194 is to give the *City Manager* the authority to declare the water emergency, providing a more timely response during a water emergency as a City Council meeting would not need to be held.

See attached proposed Local Law.

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

A local law to amend Chapter 194 “Water Conservation” by repealing §§ 194-1 “Conservation in times of emergency” and 194-2 “Penalties for offenses” in their entirety and to adopt a new Chapter 194 “Water Supply Emergencies” as follows:

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

**Section 1:**

**§ 194-1. Statement of purpose.**

**The City of Rye purchases water from the New York-American Water Company (hereinafter referred to as “Suez”) and from Westchester Joint Water Works (hereinafter “WJWW”). From time to time, the levels of the reservoirs will require the declaration of a water supply emergency. When a water supply emergency is declared, there are certain water use restrictions that must be implemented. Accordingly, the purposes of this chapter are:**

- A. To codify and thereby enable the City of Rye to enforce water-use restrictions imposed during a water supply emergency by Suez and/or Westchester Joint Water Works, acting in conjunction with the municipalities it services;**
- B. To restrict the wasteful, inefficient and/or nonessential use of water during periods of drought; and**
- C. To establish penalties for violations and to provide for enforcement of water conservation measures in the City of Rye for the protection of the health, safety and welfare of the City.**

**§ 194-2. Drought Response Plan.**

**The Drought Response Plan of the Connecticut-American and New York-American Water Companies, which plan was established on July 13, 1995, and subsequent modifications and/or supplements thereto published by the Connecticut-American and New York-American Water Companies (hereinafter collectively referred to as the “Drought Response Plan”) shall be incorporated by reference into this chapter and become a part thereof. Similarly, any plan developed by Westchester Joint Water Works shall be incorporated by reference into this chapter and become a part hereof**

**§ 194-3. Applicability.**

**Any person, corporation or entity located within the territorial boundaries of the City of Rye that receives, purchases, and/or uses water supplied by United Water/Suez and/or Westchester Joint Water Works shall be subject to the provisions of this chapter.**

**§ 194-4. Declaration of water supply emergency.**

- A. Based upon the levels of the reservoir(s) of the New York-American Water Company (now Suez Water) and/or Westchester Joint Water Works, the precipitation levels in the territories serviced by Suez and in the watershed area of its reservoir(s) and the time of year, Suez may declare the existence of a water supply emergency in one of three possible phases.**
- B. Suez shall provide notice of its declaration of a water supply emergency in a newspaper of general circulation in the City of Rye and by transmittal to the radio and television media in the territorial areas serviced by it.**
- C. When a water supply emergency is declared, the City of Rye is subject to the restriction imposed by the Drought Response Plan.**

**§ 194-5. Variances.**

- A. Upon written application of any person, corporation or entity, the City Manager may, in his or her discretion, want an exemption and/or variance relieving such person, corporation or entity from compliance with the water use restrictions imposed on the basis of factors including but not limited to any of the following:**
  - 1. An undue hardship would otherwise result;**
  - 2. No possible alternatives exist;**
  - 3. The applicant has taken and will take all possible measures to conserve water, with a complete description of such measures and the water savings to be effected;**
  - 4. Such exemption and/or variance is not inconsistent with the purposes of this chapter; and/or**
  - 5. The source and nature of the applicant's water supply.**
- B. In connection with any exemption and/or variance which may be granted, the City Manager shall impose such terms and conditions as he or she deems appropriate. Any variance and/or exemption granted shall be fashioned to comport as strictly as possible with the intent of this chapter.**
- C. The determination by the City Manager to grant or to deny an**

**exemption and/or variance from compliance with the water use restrictions imposed bay be appealed to the City Council. Upon receipt of such an appeal, the City Council shall affirm, reverse or modify the determination of the City Manager and impose such terms and conditions as it deems appropriate.**

**§ 194-6. Enforcement.**

**The City Police Department and the City Building Inspector are hereby designated enforcement officers with respect to water use restrictions set forth above.**

**§ 194-7. Penalties for offenses.**

**Any person, corporation, or entity violating any water use restrictions imposed pursuant this Chapter may, upon conviction, be punished for the first offense by a fine of not more than \$250; and for the second offense, by a fine of not less than \$250 but not more than \$500, or by imprisonment for not more than 15 days, or both. The third or any subsequent offense within 12 months may be a punishable by a fine of not less than \$500 nor more than \$750 or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each day that a violation under this chapter continues may be considered a separate offense for which a fine or imprisonment may be imposed.**

**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. 7

DEPT.: City Manager

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Resolution to declare a Water Emergency in the City of Rye regarding current water supply conditions as recommended by the Suez and Aquarion Water Companies.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council pass a Resolution declaring a Water Emergency in the City of Rye.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Chapter 194 of the Rye City Code gives the City Council the authority to declare a Water Emergency when they are “*advised by the officers or agents of the water company, and it so determines, that an emergency exists requiring the conservation of water, during the period thereof it shall be unlawful for any person, firm, corporation or industry to use or permit the use of water derived from said water company's facilities*”. Christopher Graziano, Vice President & General Manager of SUEZ Water, notified the City that SUEZ has declared a water supply emergency based on water supply reservoir levels. SUEZ is urging the City of Rye to declare a Water Emergency and ban outside watering until the water reservoirs of AW-CT return to safe levels. The Water Emergency will apply to all City of Rye residents who receive their water from SUEZ. City residents in the Greenhaven section, Hannon Place, and parts of The Preserve would be exempt as they receive their water from Westchester Joint Water Works who has not called for a water emergency.

See attached Resolution.

## **RESOLUTION DECLARING CITY OF RYE WATER EMERGENCY**

WHEREAS, portions of the City of Rye receive water from Suez of Westchester; and

WHEREAS, under City Code Chapter 194, “Water Conservation”, the City Council has the authority to declare an emergency when it is notified by a water company that water use restrictions must be put in place; and

WHEREAS, the City has been informed by Suez of Westchester that the local reservoir that supplies our community’s drinking water is down by about 60% capacity, due to the lack of rain and increased water usage demand;

NOW, THEREFORE, BE IT RESOLVED, the following water use restrictions for Suez of Westchester County customers only, are in place until further notice:

1. Any outside watering is prohibited by use of sprinkling systems or other commercial watering systems;
2. The Rye Golf Club shall not water any of the rough but is permitted to continue watering the fairways, greens and tees; and
3. Hand-held hose watering is permitted.





# CITY COUNCIL AGENDA

NO. 8

DEPT.: City Council

DATE: October 5, 2016

CONTACT: Mayor Joseph A. Sack

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

**FOR THE MEETING OF:**

October 5, 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. 9

DEPT.: City Manager

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** 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 revise the City's discretionary debt limit.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER C-21  
SECTION 9

**RECOMMENDATION:** That the Council continue the Public Hearing on the proposed revision to the Rye City Charter, Article 21, "Financial Procedures", Section §C21-9, "Bond Resolutions", to revise 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 or revise 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 authorize 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 **30%** ~~40%~~ 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 **15%** ~~5%~~ of the average of the gross annual budget of the city for the preceding three years but not more than **30%** 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 **30%** ~~40%~~ of such average.
- C. The Council may, by a vote of at least five members thereof, authorize the issuance of bonds not in excess of **15%** ~~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 **15%** ~~5%~~ of such average.
- D. 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. 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 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 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 E on the date of adoption of such bond authorization, shall be thereafter disregarded for all purposes of this paragraph E.
- F. 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 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 F on the date of adoption of such bond authorization, shall be thereafter disregarded for all purposes of this paragraph 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. 10

DEPT.: City Manager's Office

DATE: September 14, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Continuation of the Public Hearing 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:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER	191
SECTION	19.1

**RECOMMENDATION:** That the City Council hold a Public Hearing to 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. 11

DEPT.: City Manager

DATE: October 5, 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:**

October 5, 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:

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



445 Hamilton Avenue, 14th Floor  
White Plains, New York 10601  
T 914 761 1300  
F 914 761 5372  
cuddyfeder.com

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

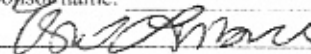
#### Instructions for Completing

**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.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<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:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<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 Esmé 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**

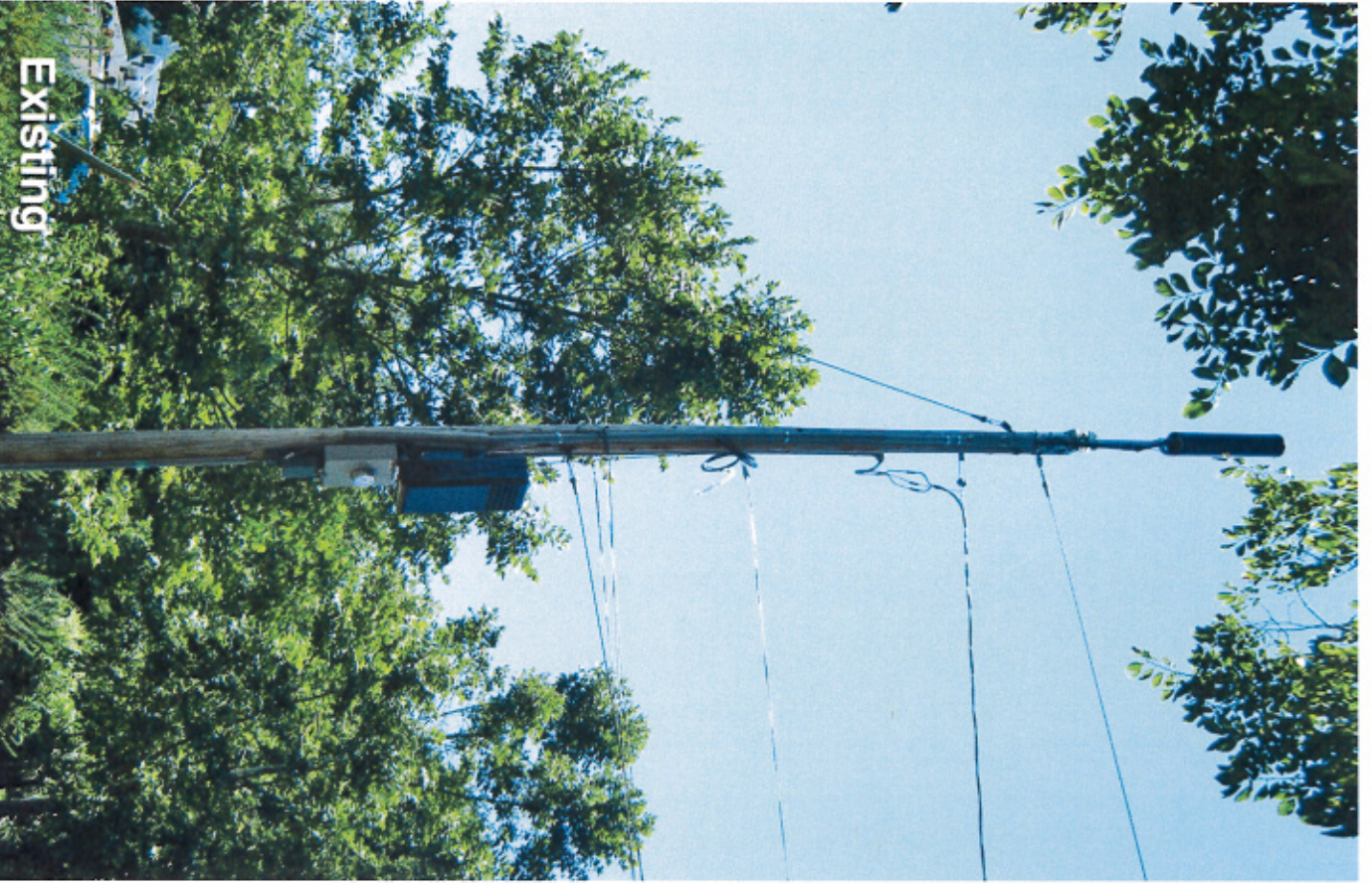


4/6/2016

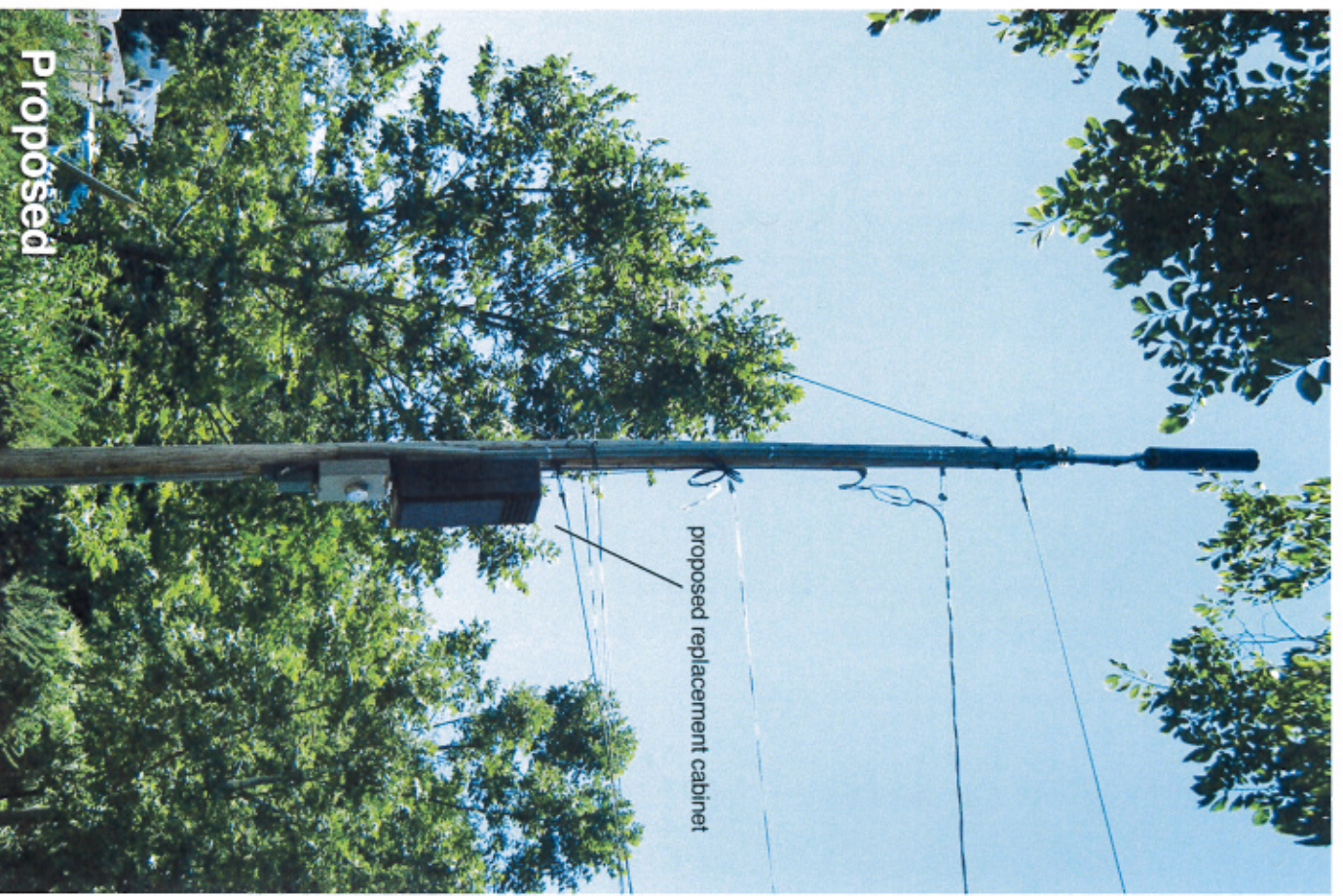
### Crown Castle Proposed and Existing Locations in City of Rye

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





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\*

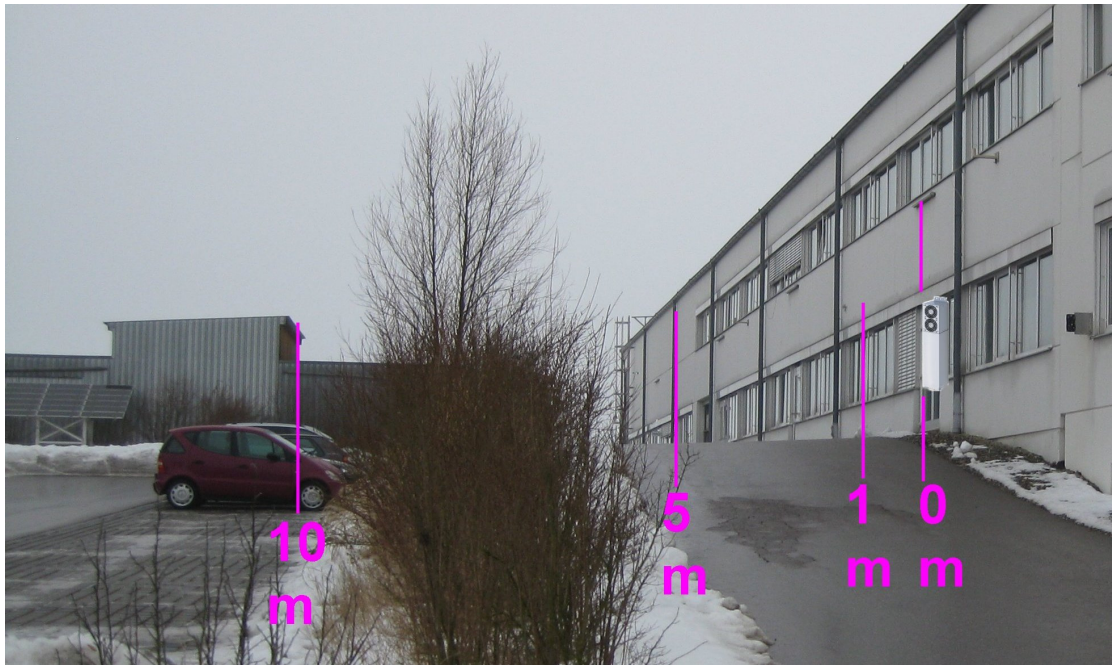
Settings: Lo = 35 - 100dB, Response: Fast, Funct: A

Measurement tolerance  $\pm 2$  dB.



Indoor measurement setup.

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



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.

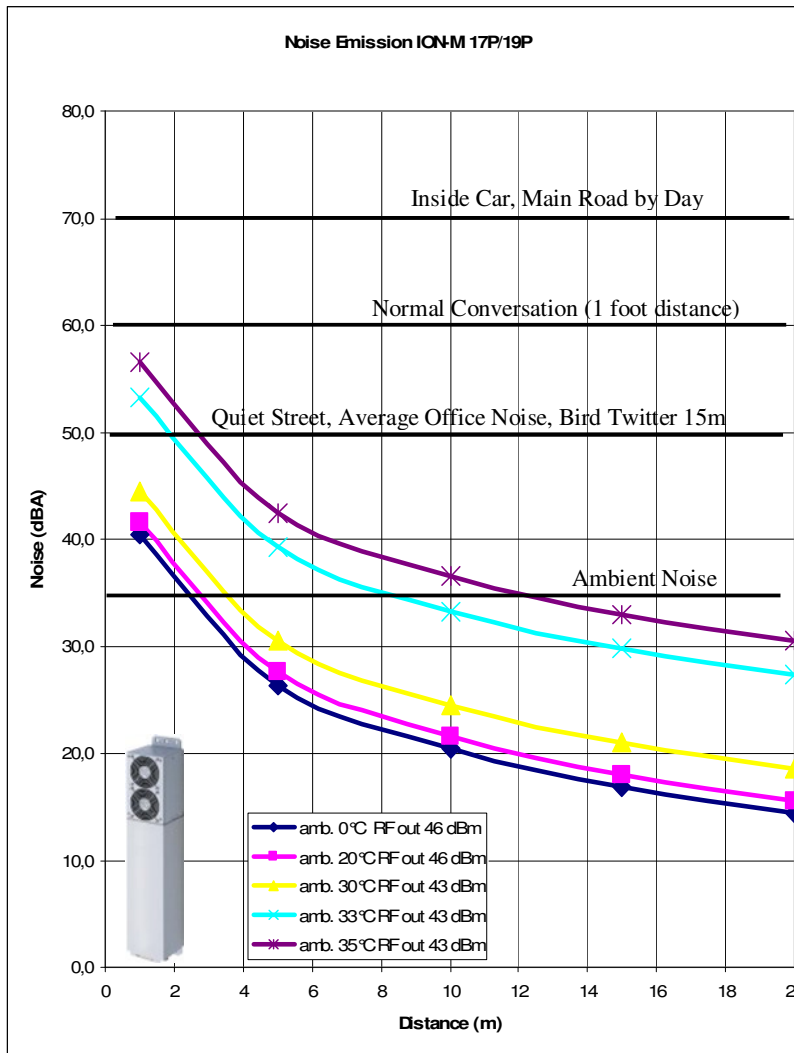
The ambient noise floor is at around 35 dBA. Measurements were possible only to this limit. Values below the ambient noise were calculated according to standard acoustic calculations (<http://www.sengpielaudio.com/calculator-distance.htm>). 35dBA corresponds to a “very quiet room fan at low speed at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



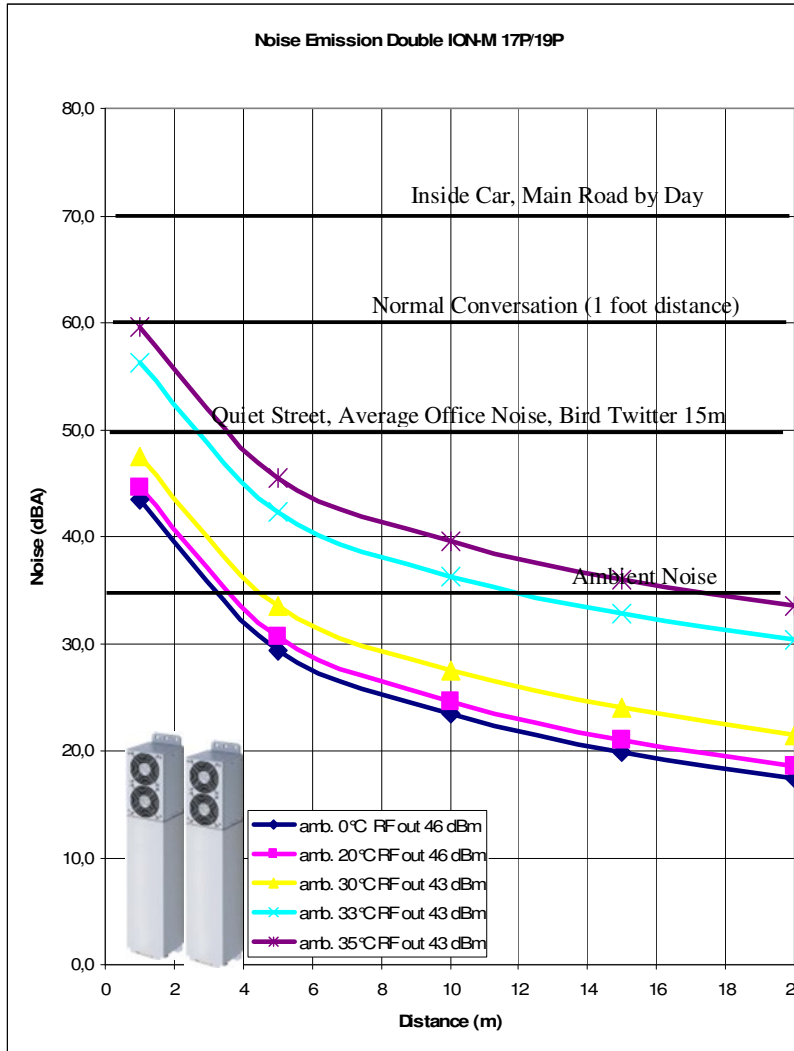
Title:	Noise Emission From ION-M 17P/19P	Doc-No.:	
File:	Noise Emission ION-M_RevA.doc	Rev.:	A
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Author:	Arndt Pischke	Date:	2010-03-22
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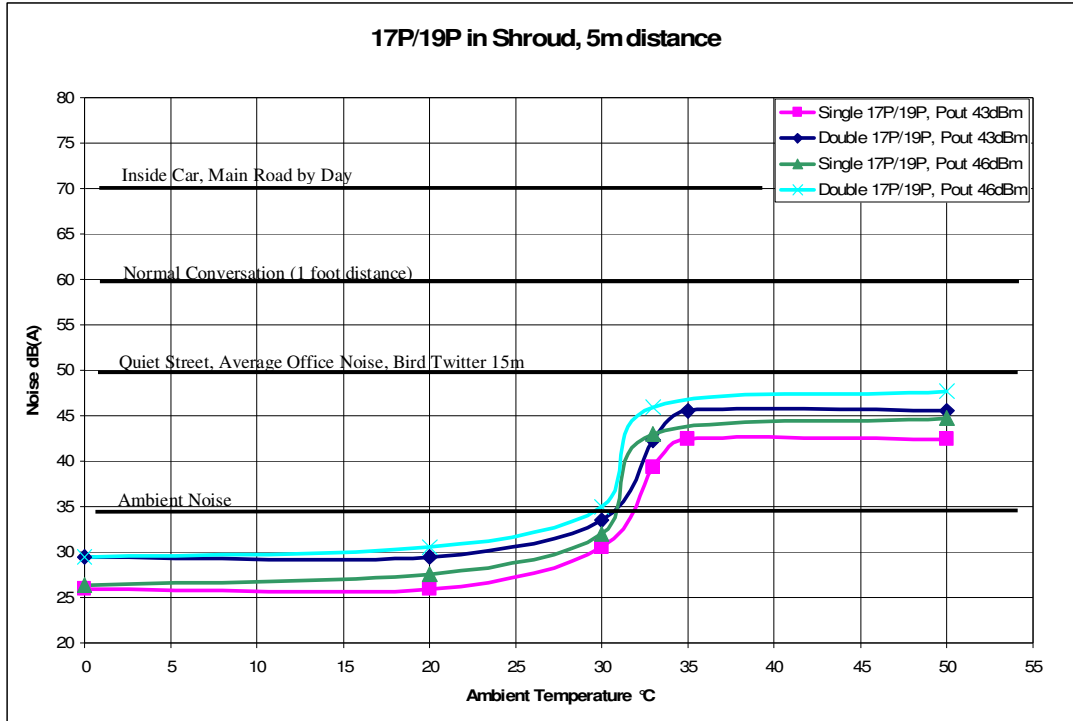
The following graph shows the sound pressure level of *two* ION-M 17P/19P remote units. Also here the difference between measurement with and without shroud are neglectable.  
 The crossing of the worst case noise from the 2 ION remotes with the noise floor is at 17 meters. At that distance the ION noise 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

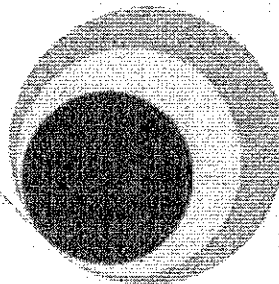
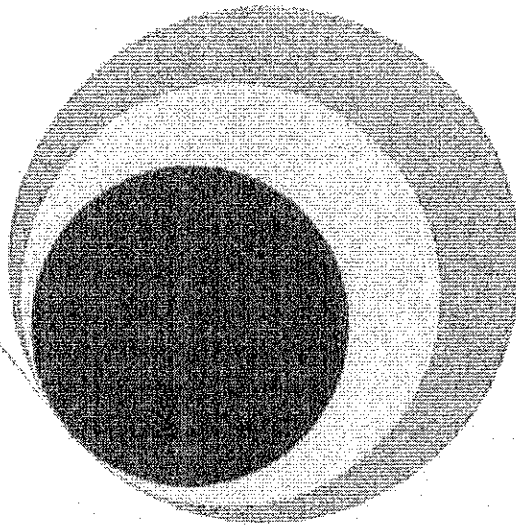
— <http://tldp.org/HOWTO/Unix-Hardware-Buyer-HOWTO/index.html>



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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

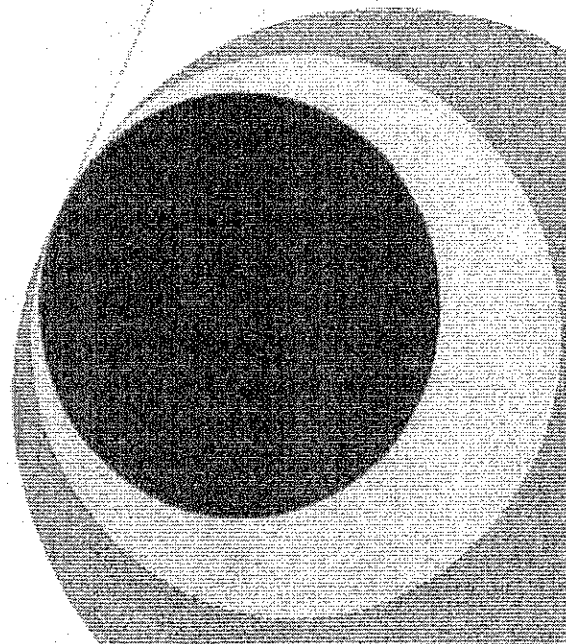


# RF Radiation Comparison

Between a Typical DAS Node and Typical Household Appliances

February 6, 2012

Prepared by: Crown Castle USA



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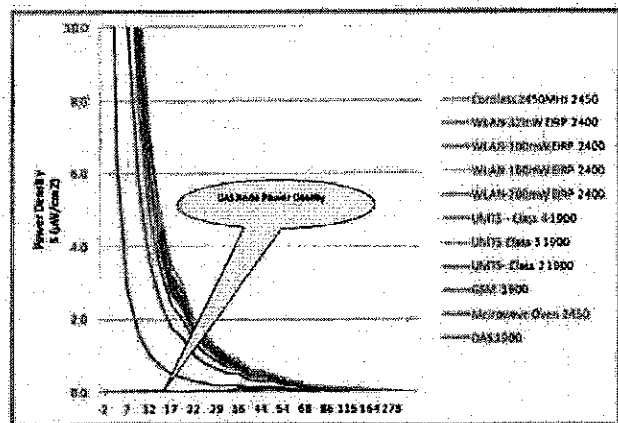
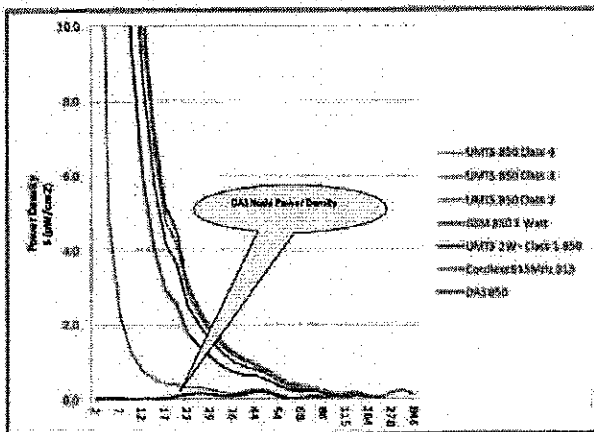


## I. Executive Summary

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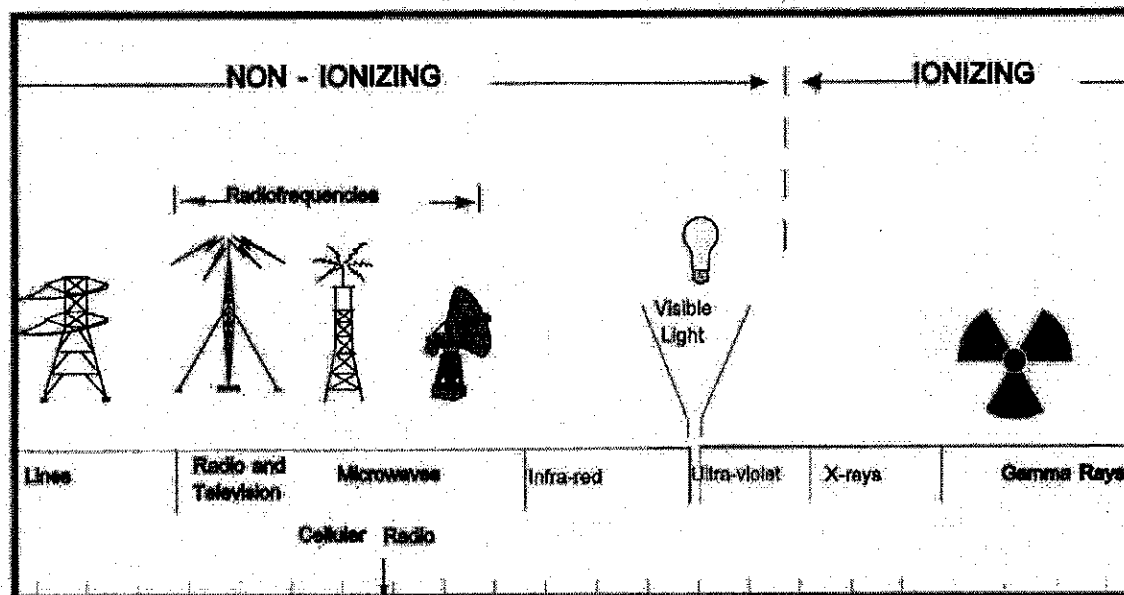
<sup>1</sup> - Electromagnetic Radiation (EMR) is defined as the propagation of energy through space in the form of waves or particles.

<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.

---

<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**

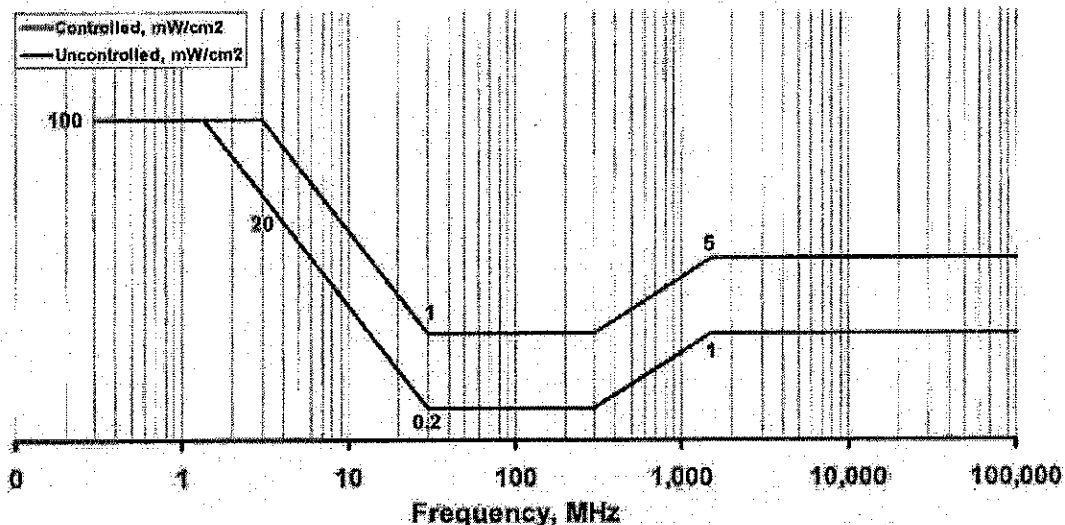
Band	Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time  E ,  H  or S (minutes)
1	0.3-1.34	614	1.63	(100)*	30
2	1.34-30	824/f	2.19/f	(180/f <sup>2</sup> )*	30
3	30-300	27.5	0.073	0.2	30
4	300-1500	--	--	f/1500	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 (mW/cm<sup>2</sup>) or microwatts (one millionth of a watt) per square centimeter ( $\mu$ W/cm<sup>2</sup>).

### 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:

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

---

<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.

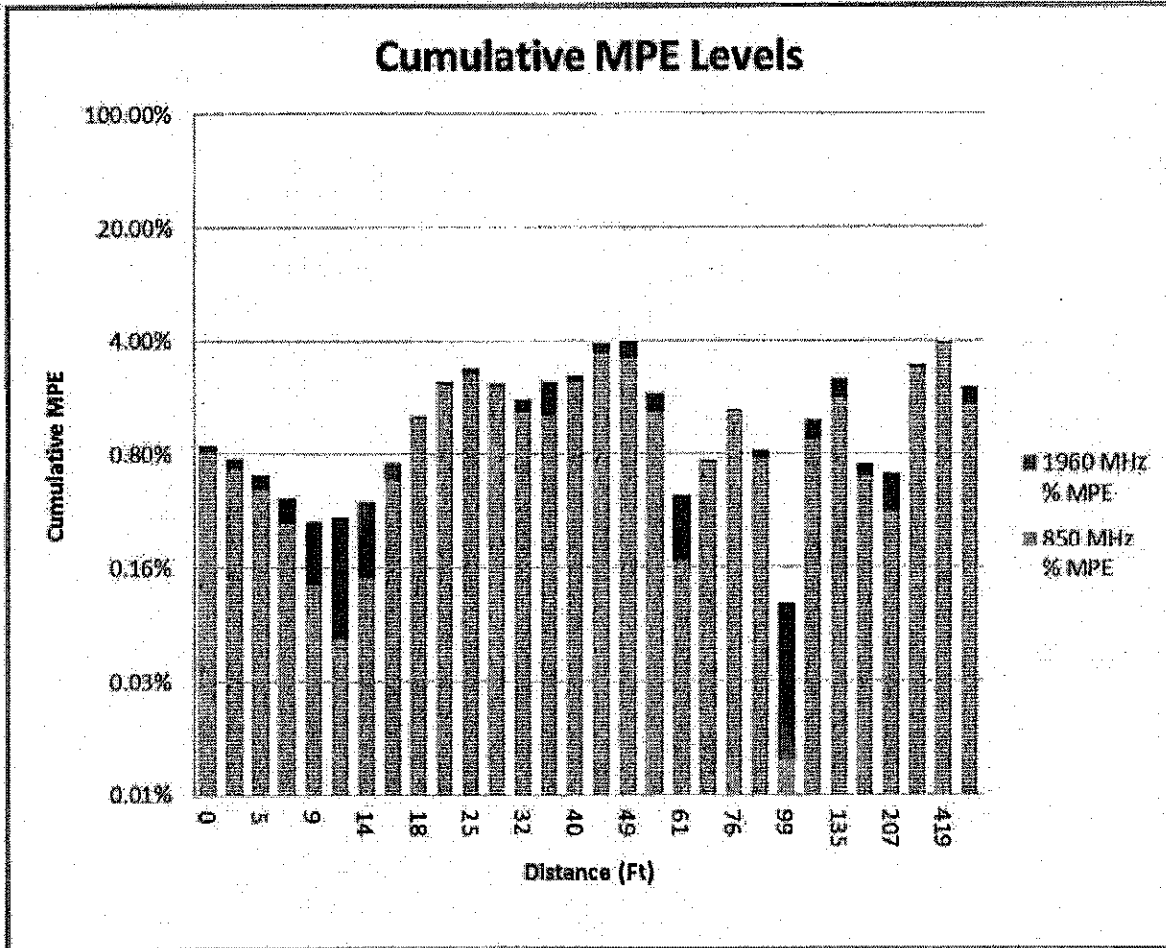
**Exhibit 3.3 - Theoretical Cumulative %MPE Calculation for a DAS Node**

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

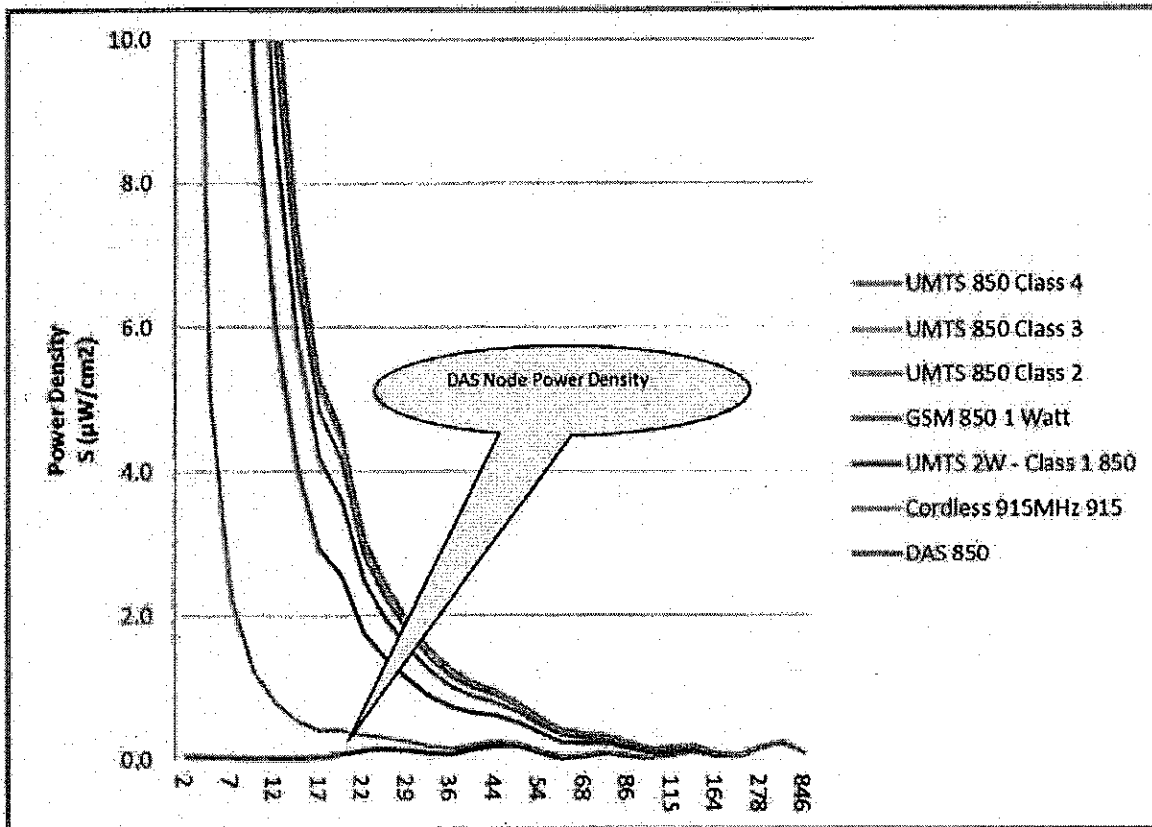
**Exhibit 4.4.3- Power Density Calculations for Typical 2100 MHz Cordless Phones**

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

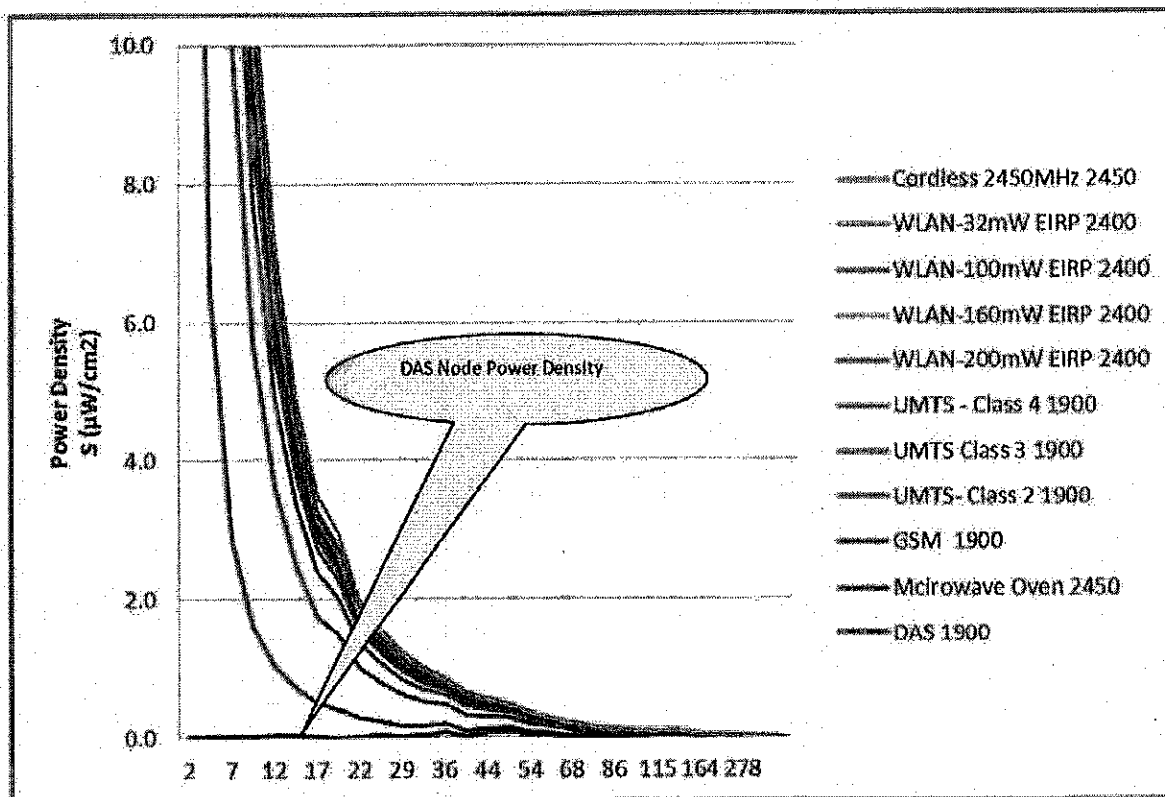
DAS node and typical household electronics emitting RF energy operate in two distant frequency bands, 300-1500 MHz and 1500-100000 MHz<sup>12</sup>. The power density comparison between each of the household devices and the DAS node is shown in Exhibits 5.1 and 5.2

**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

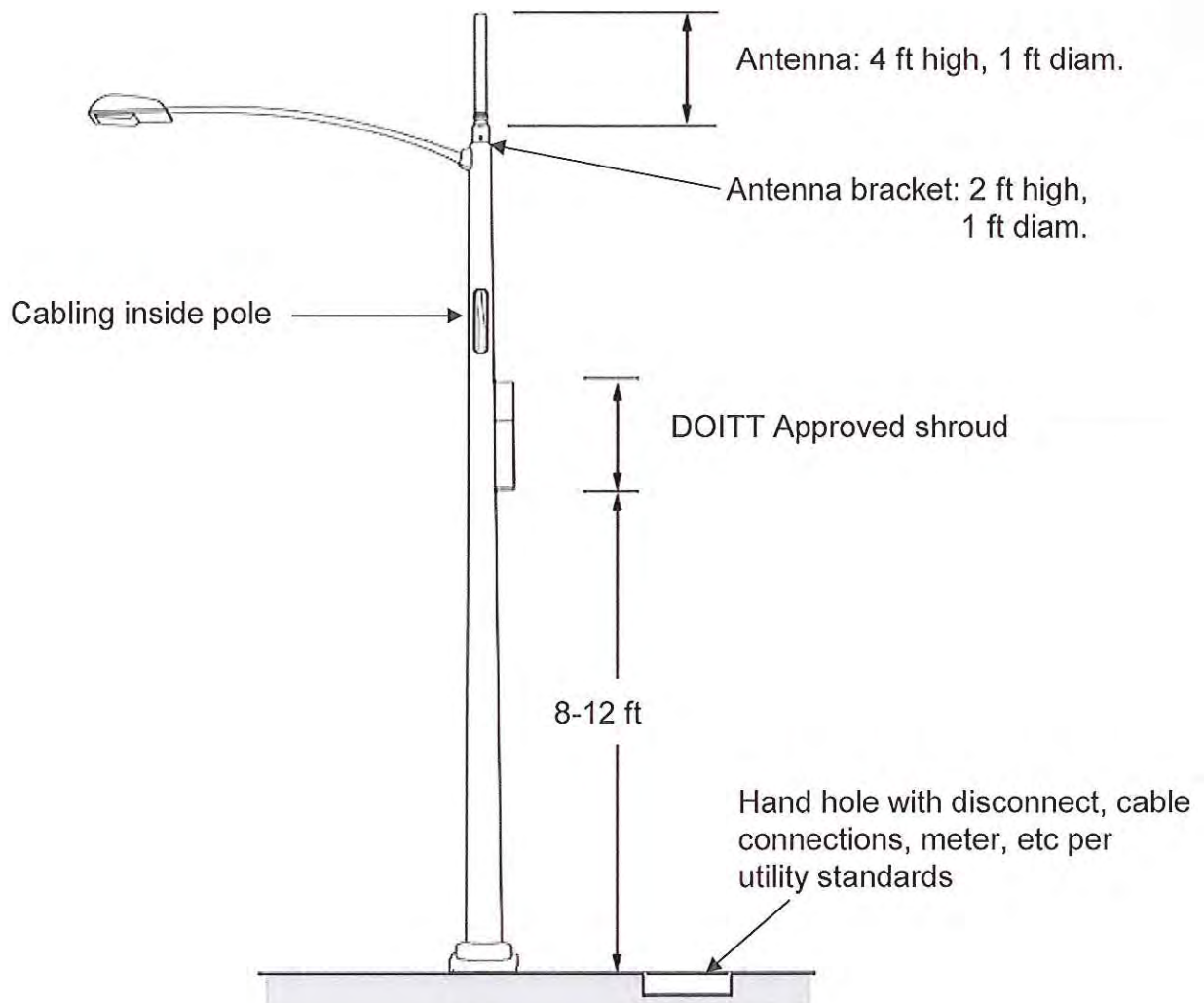
Date: 2 / 11 / 20 11

# Exhibit A

Westchester, NY  
Rev 01-19-2010

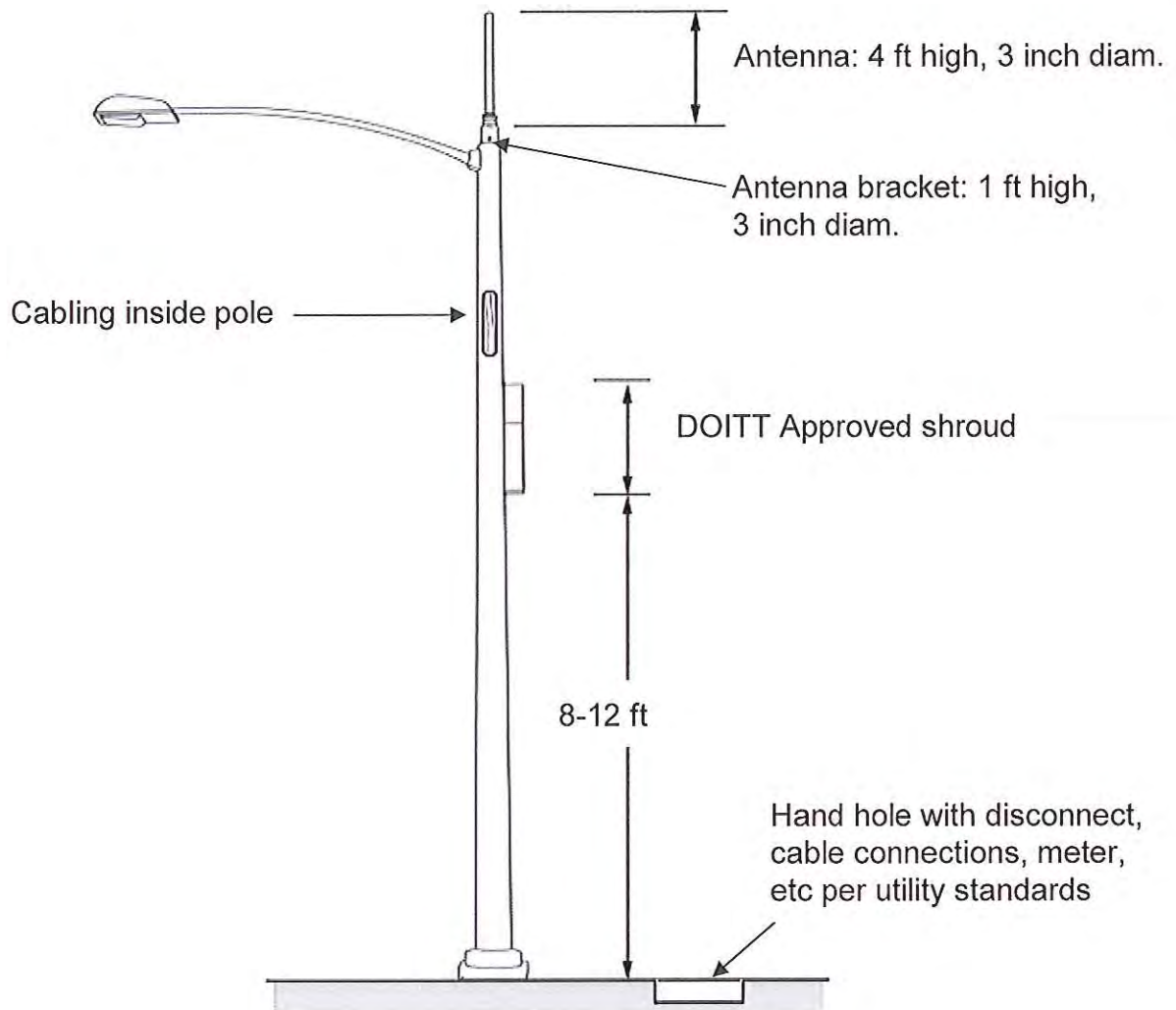


# Street Light Pole

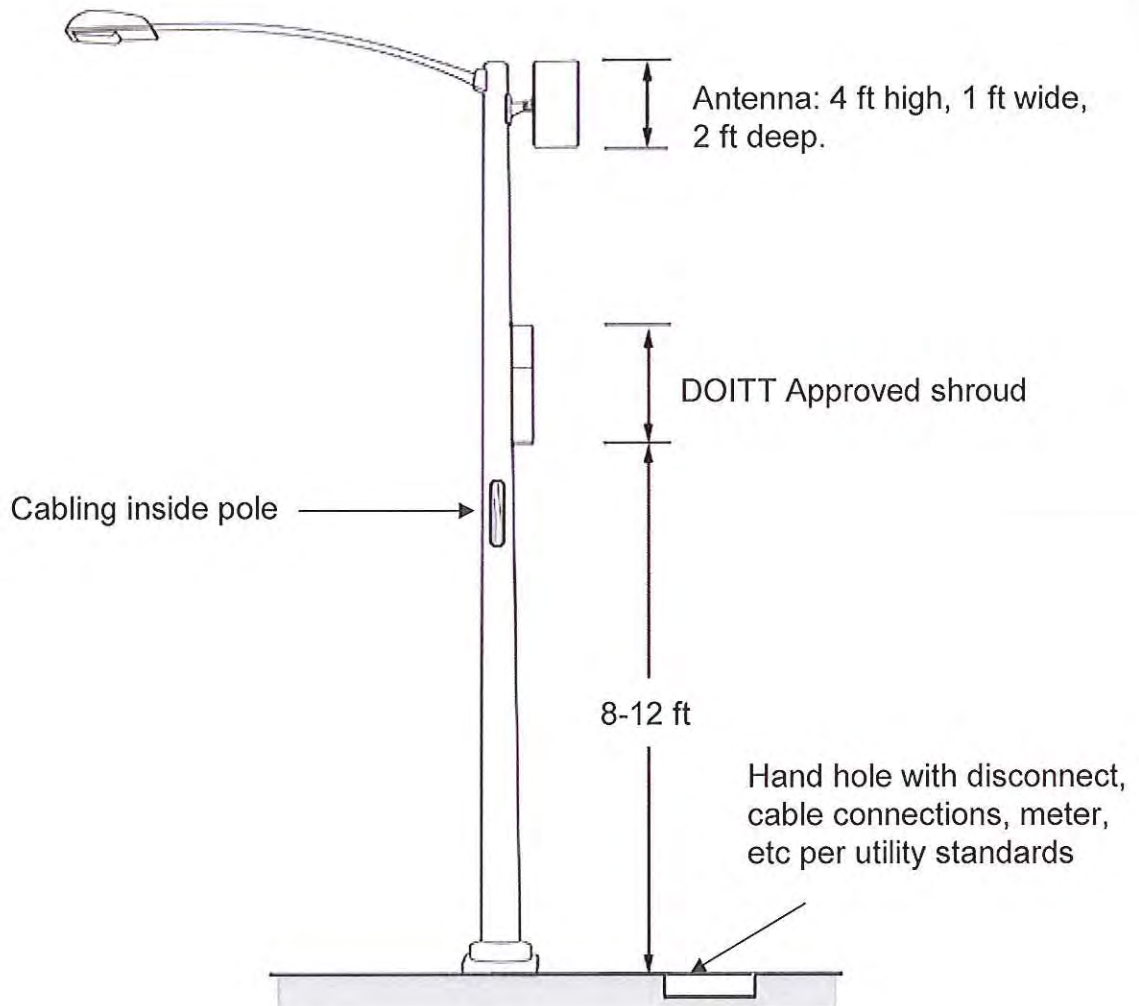




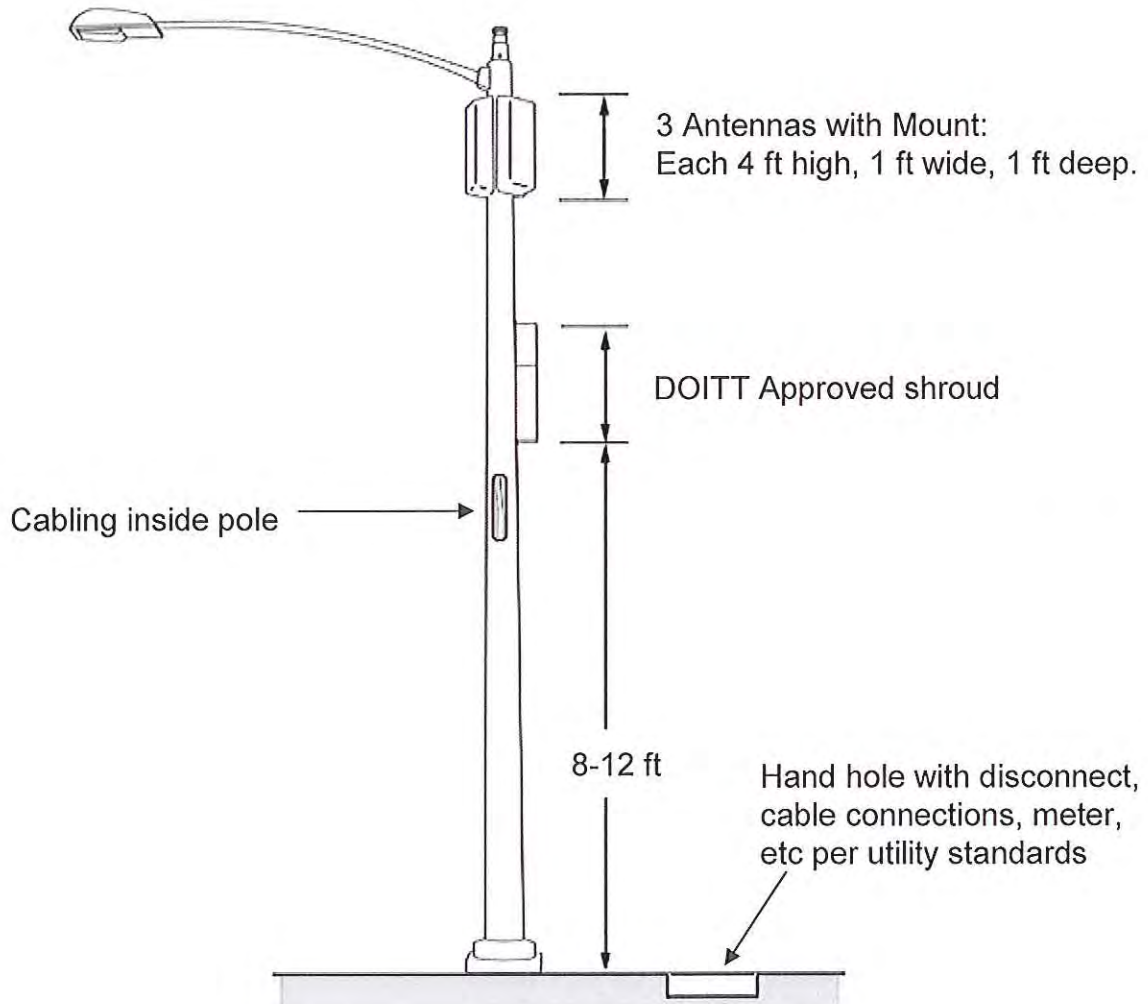
# Street Light Pole



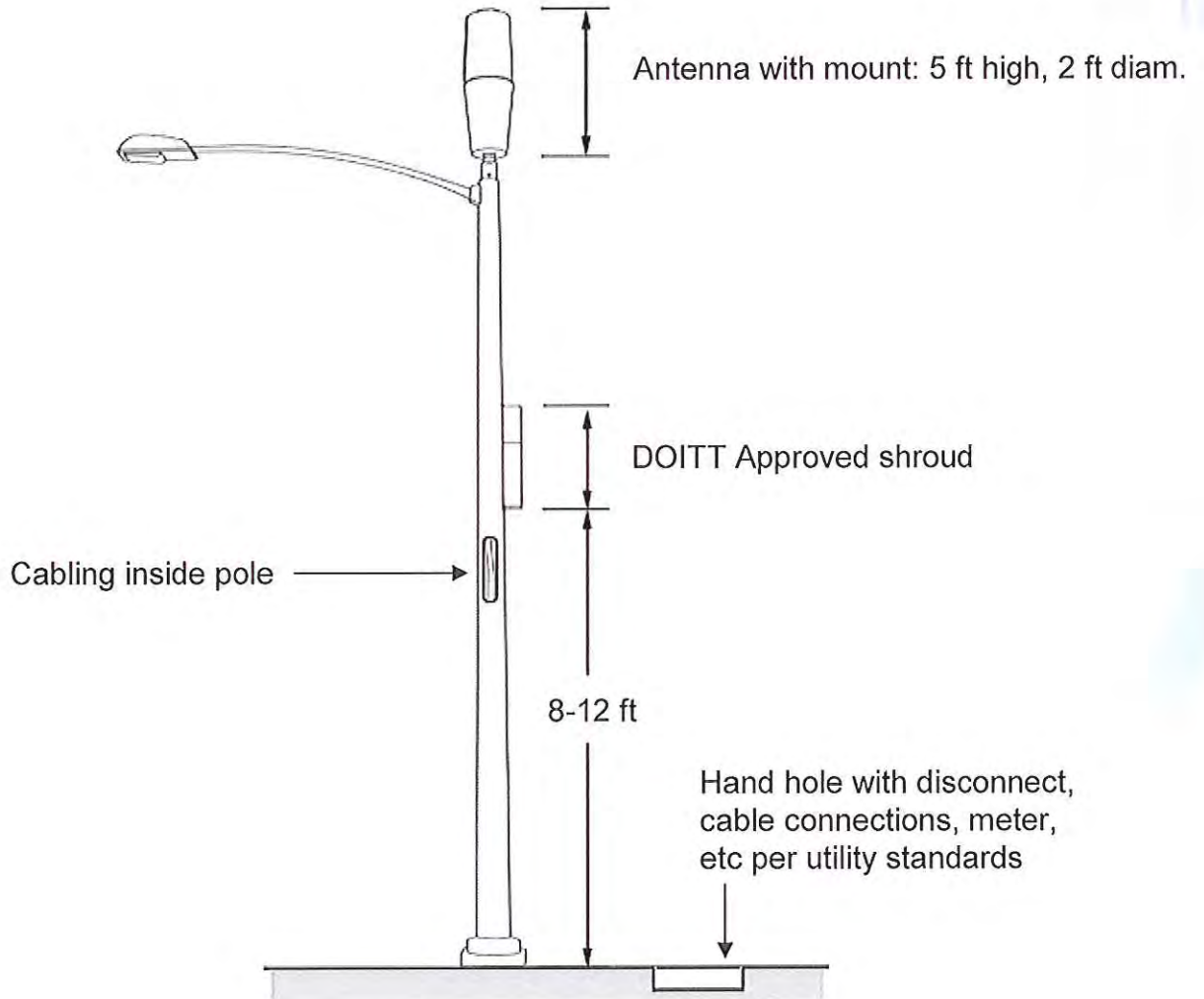
# Street Light Pole



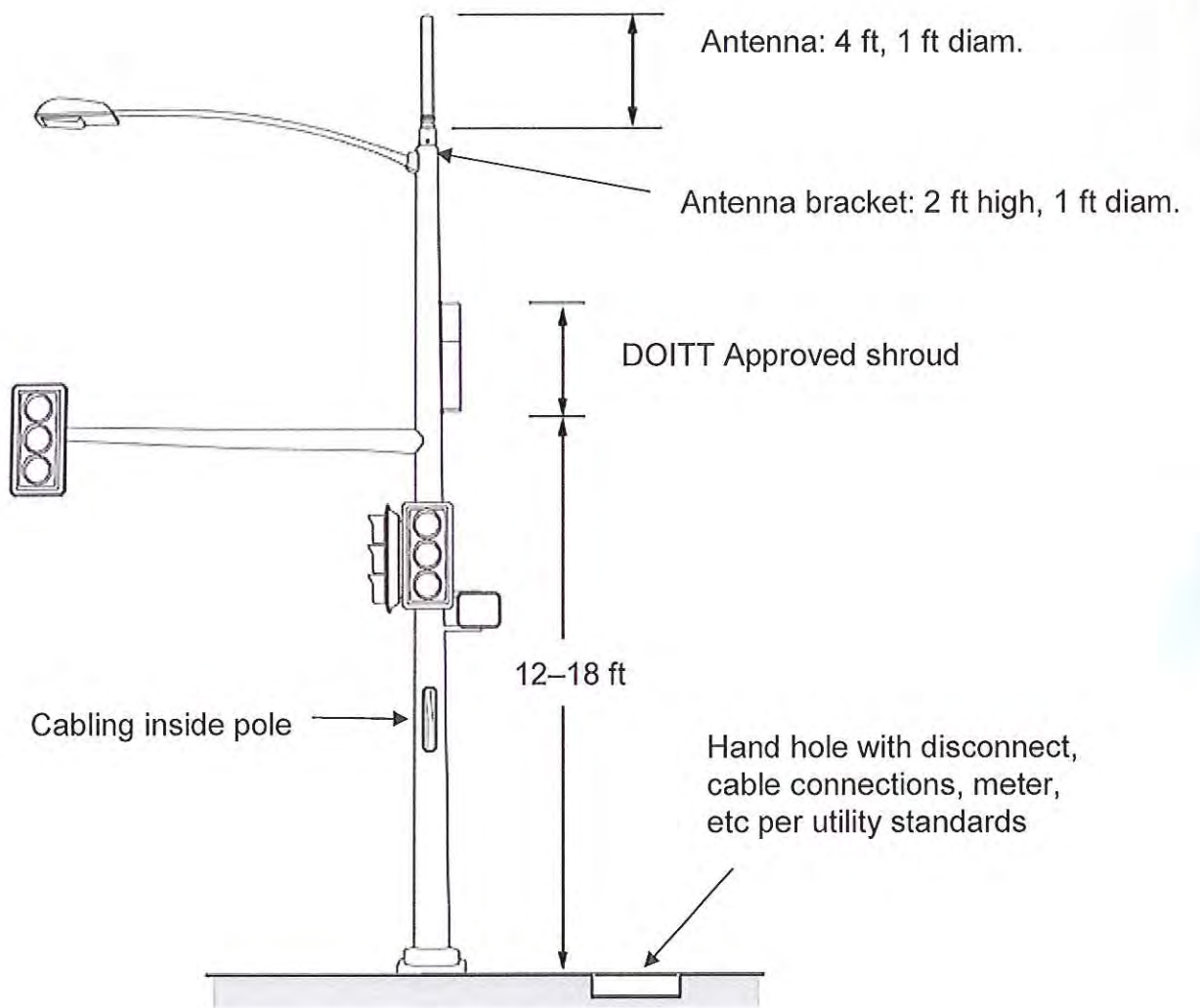
# Street Light Pole



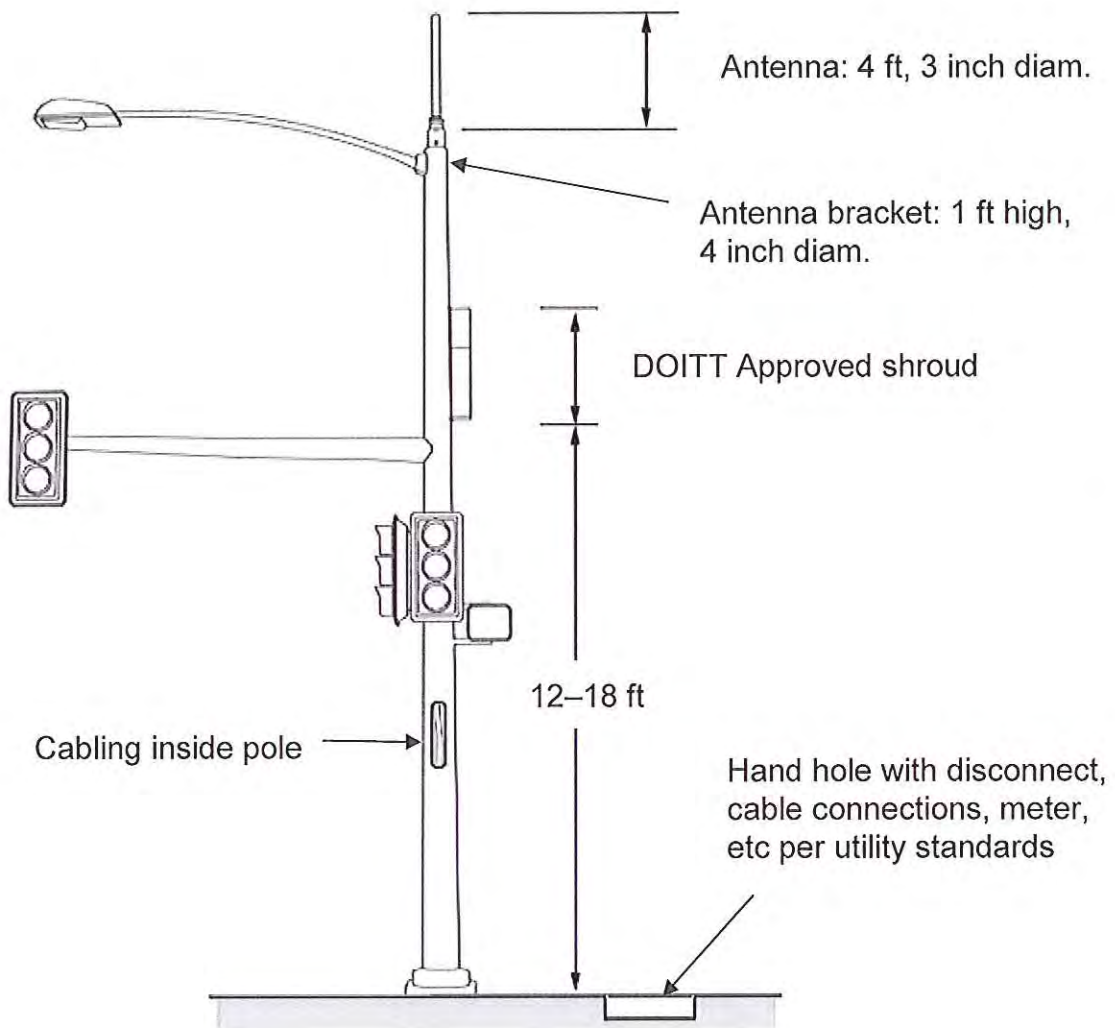
# Street Light Pole



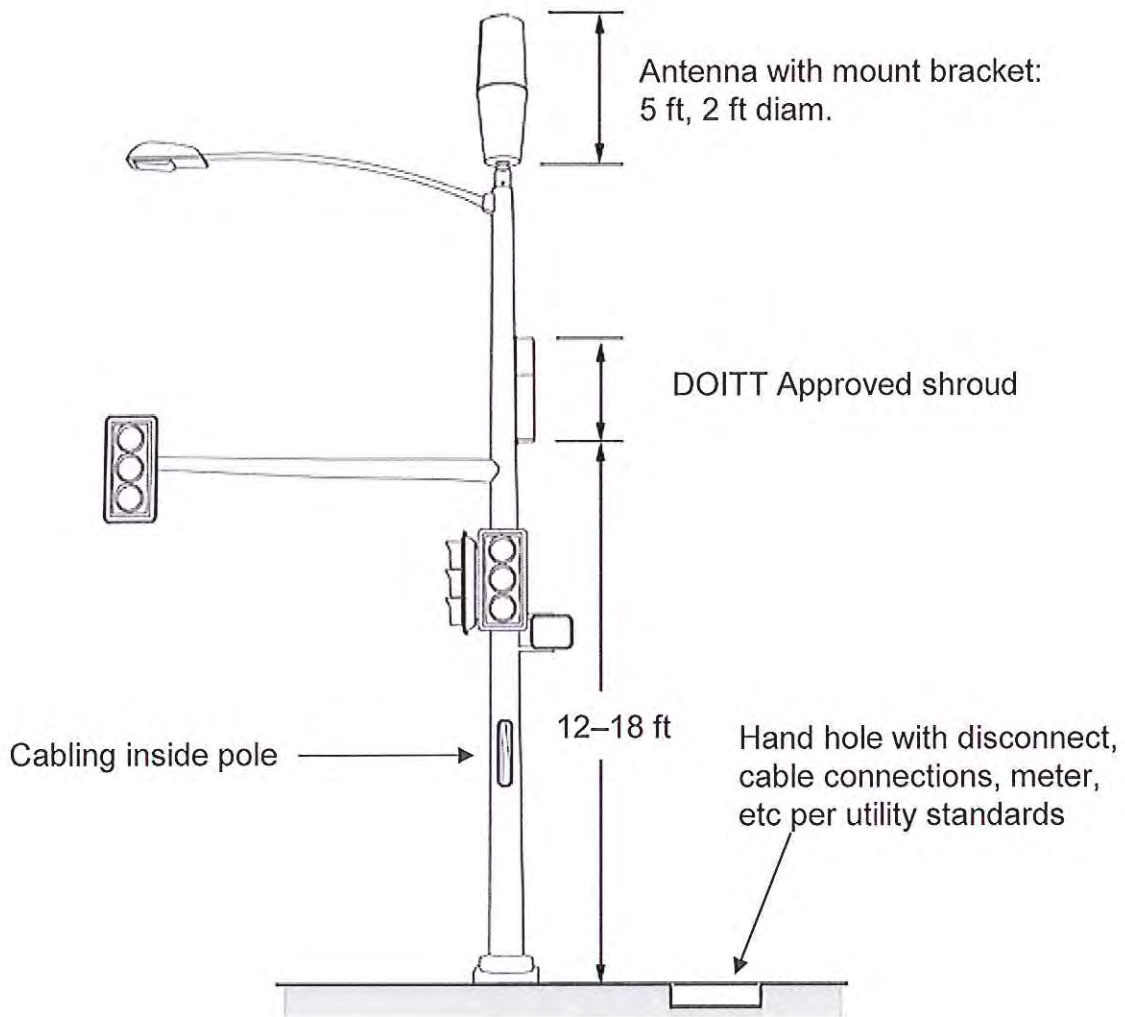
# Traffic Light Pole



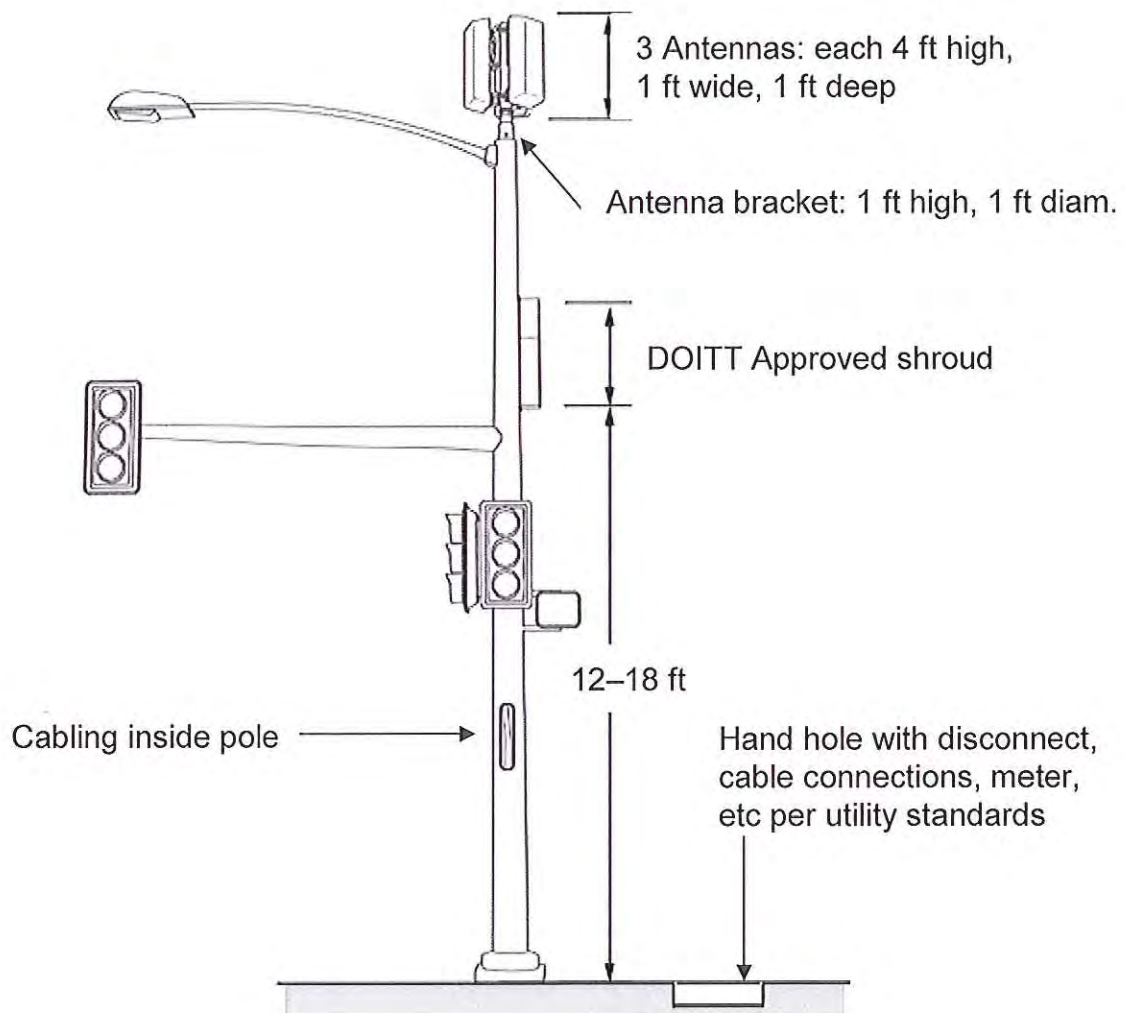
# Traffic Light Pole



# Traffic Light Pole

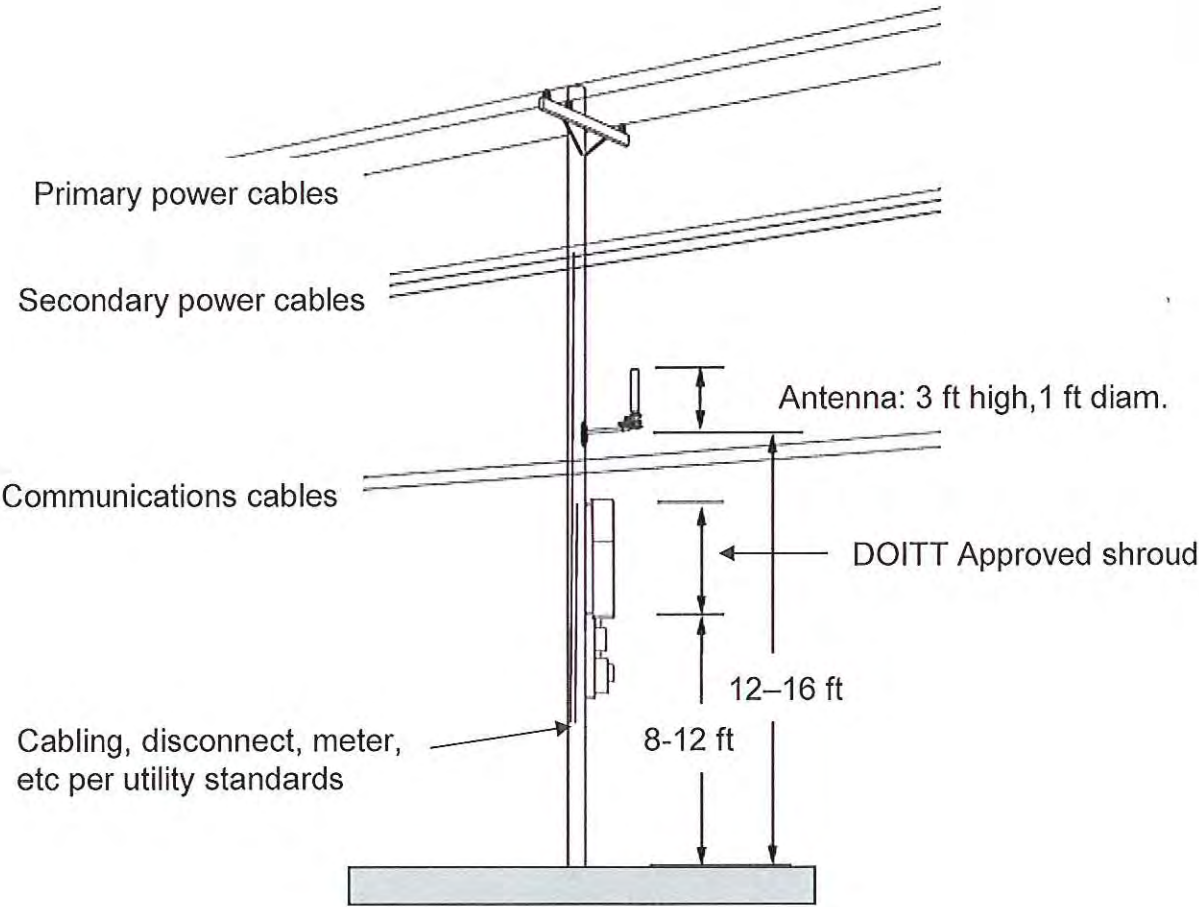


# Traffic Light Pole

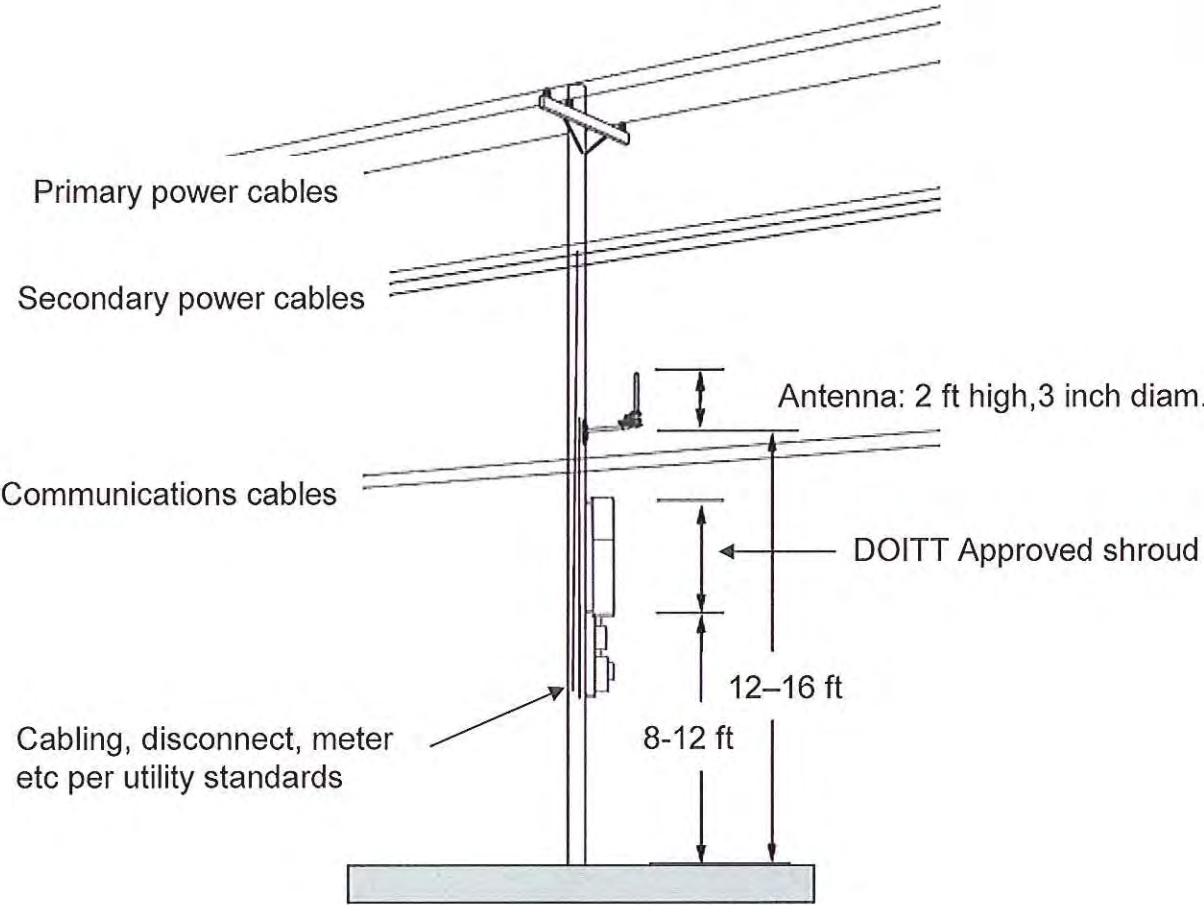




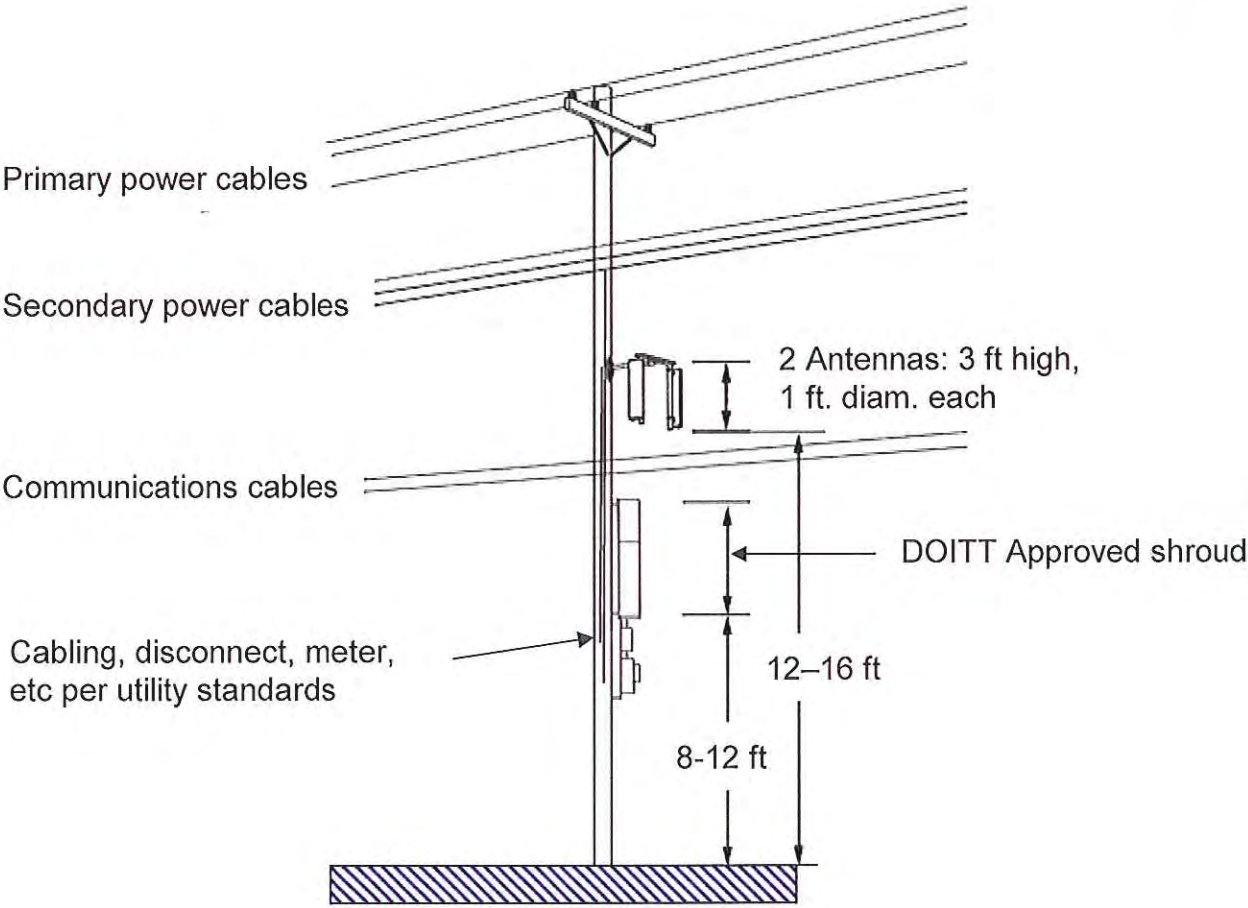
# Antenna in Communications Space on Power Pole



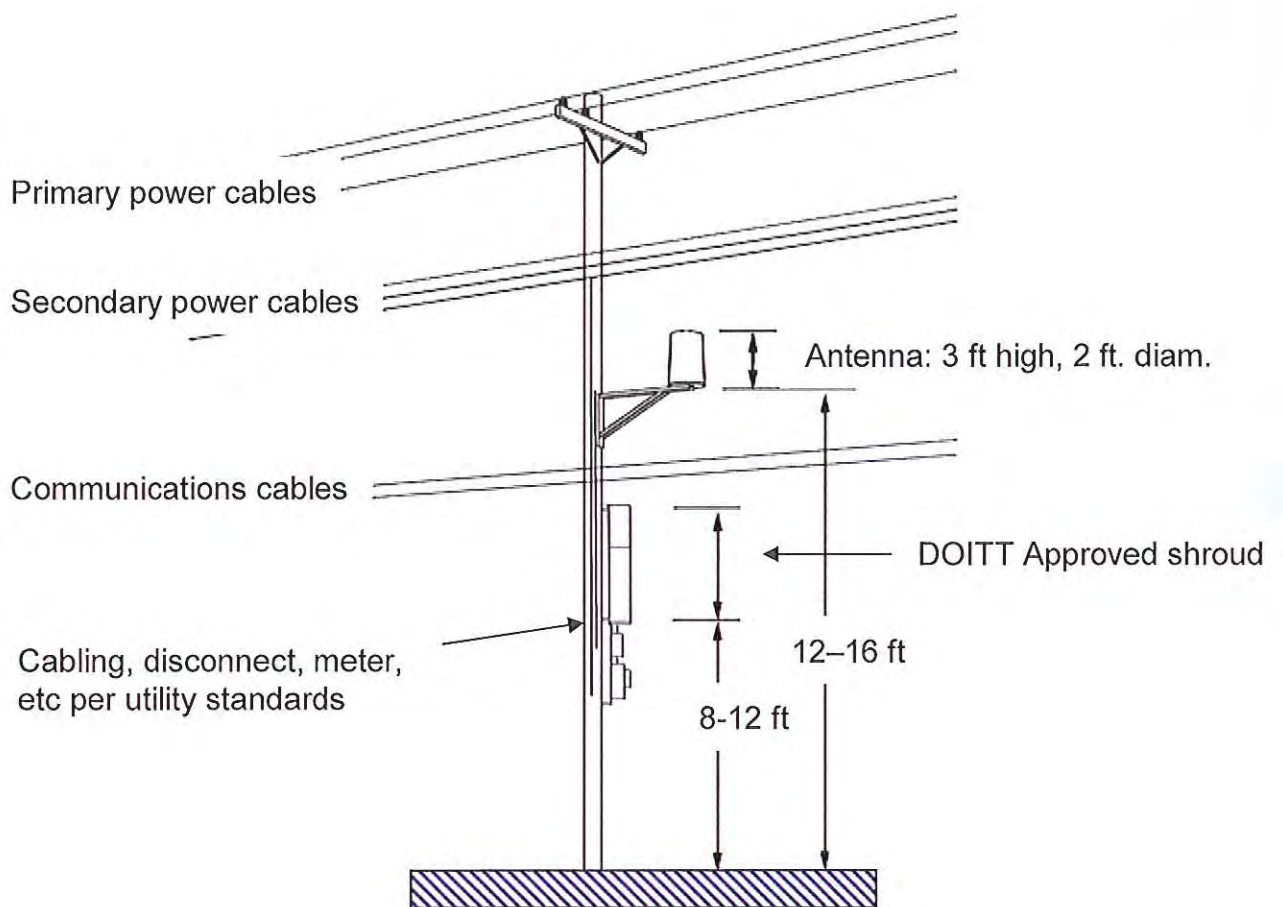
# Antenna in Communications Space on Power Pole



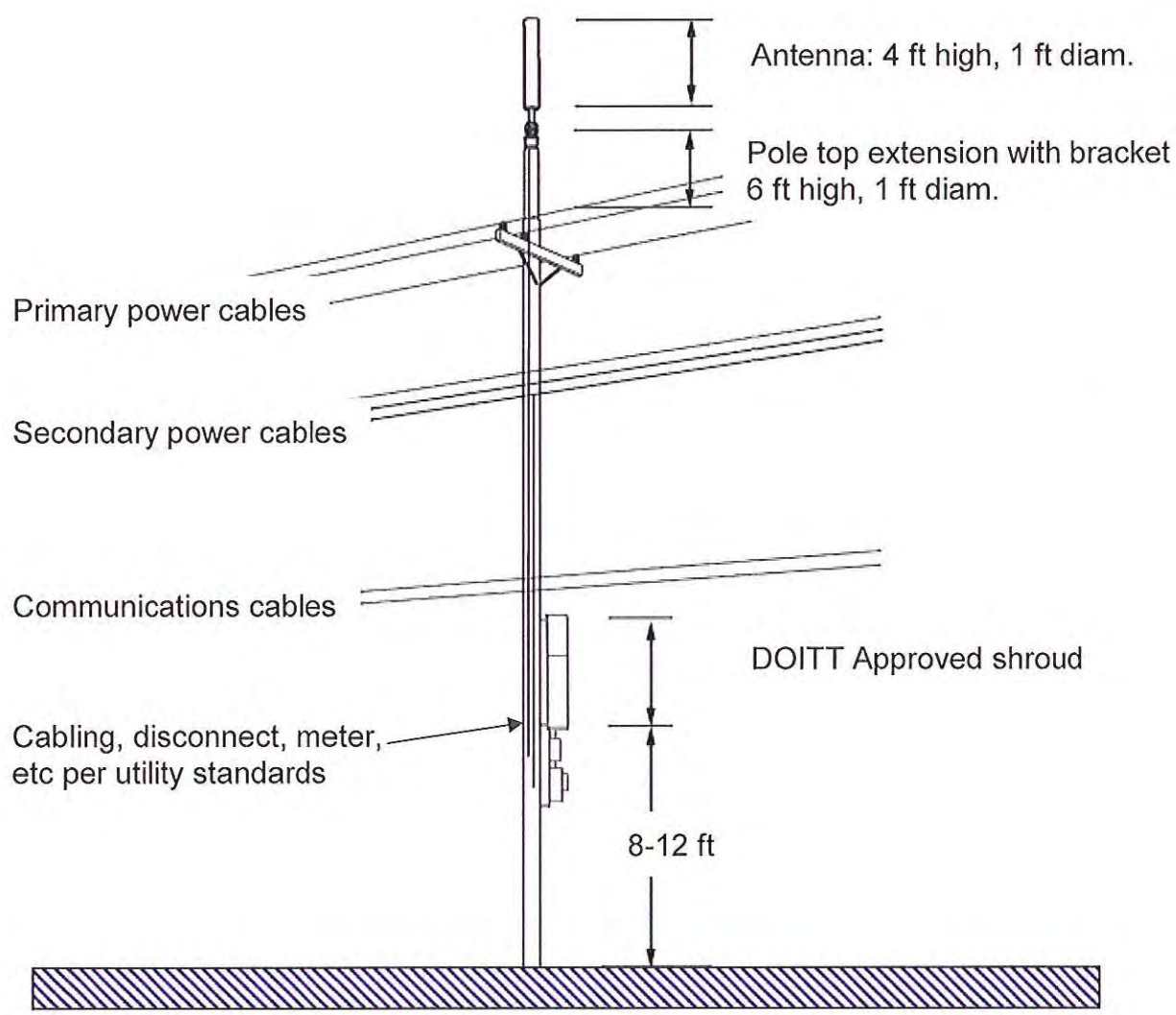
# Antenna in Communications Space on Power Pole



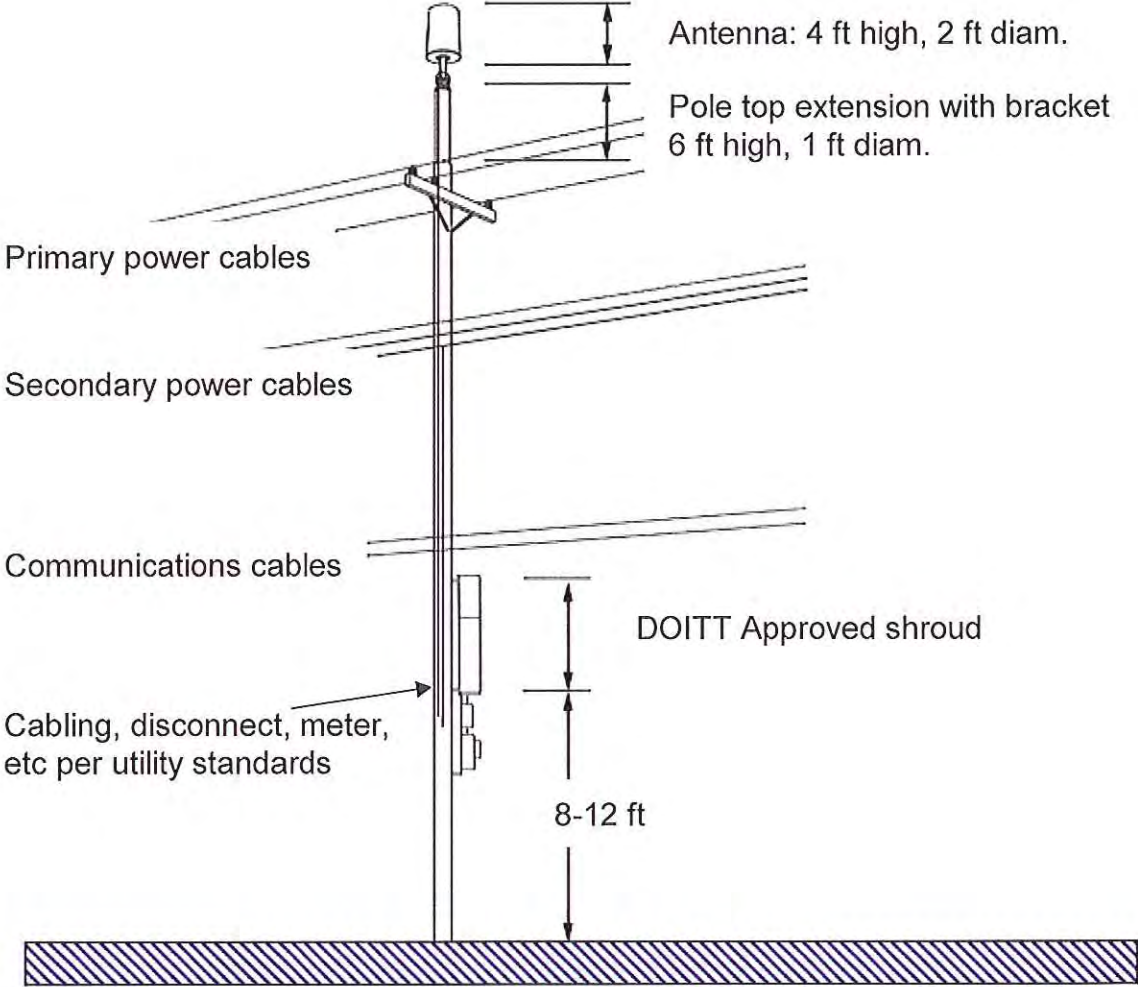
# Antenna in Communications Space on Power Pole



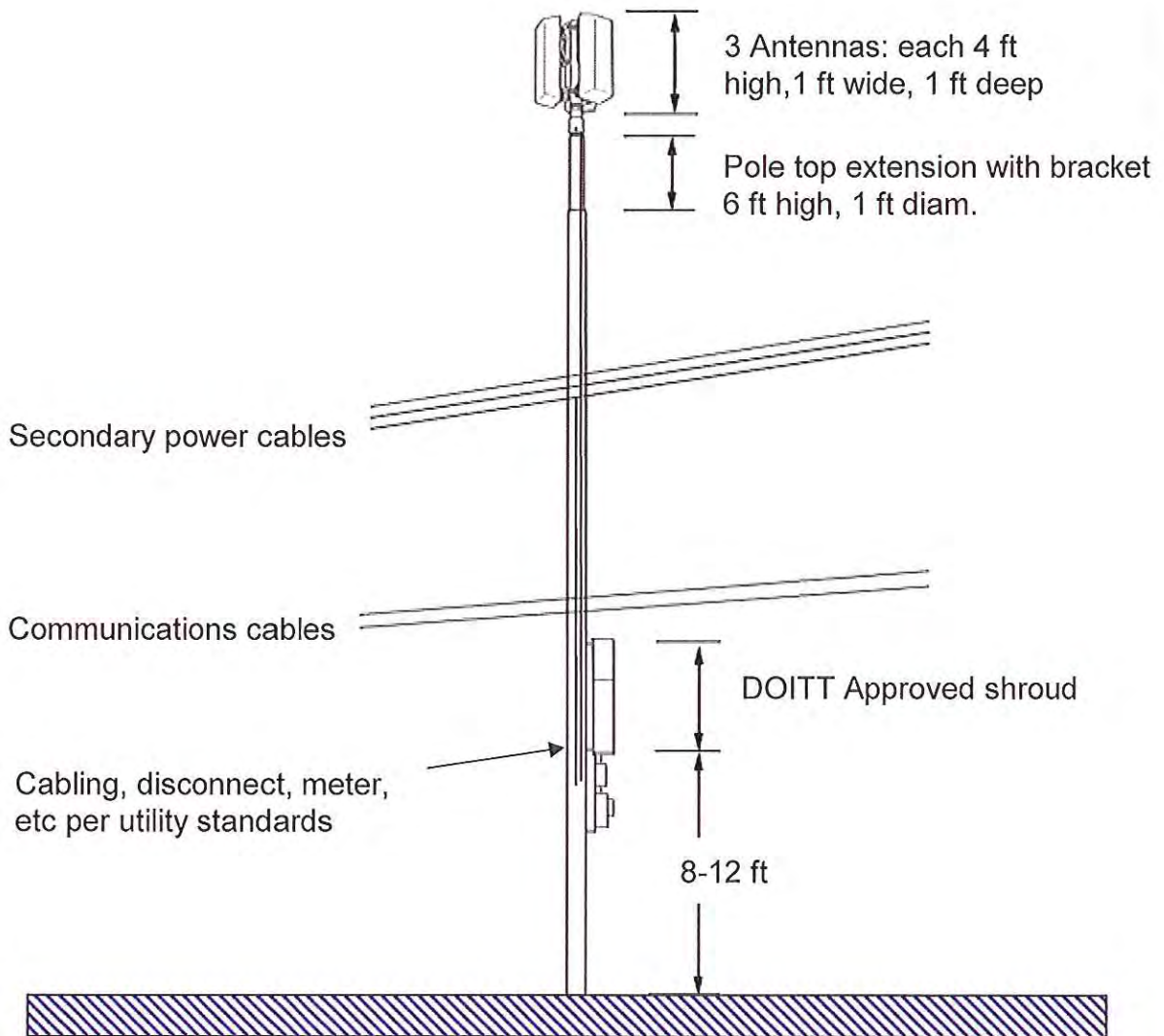
# Antenna Pole Top Extension over Primary



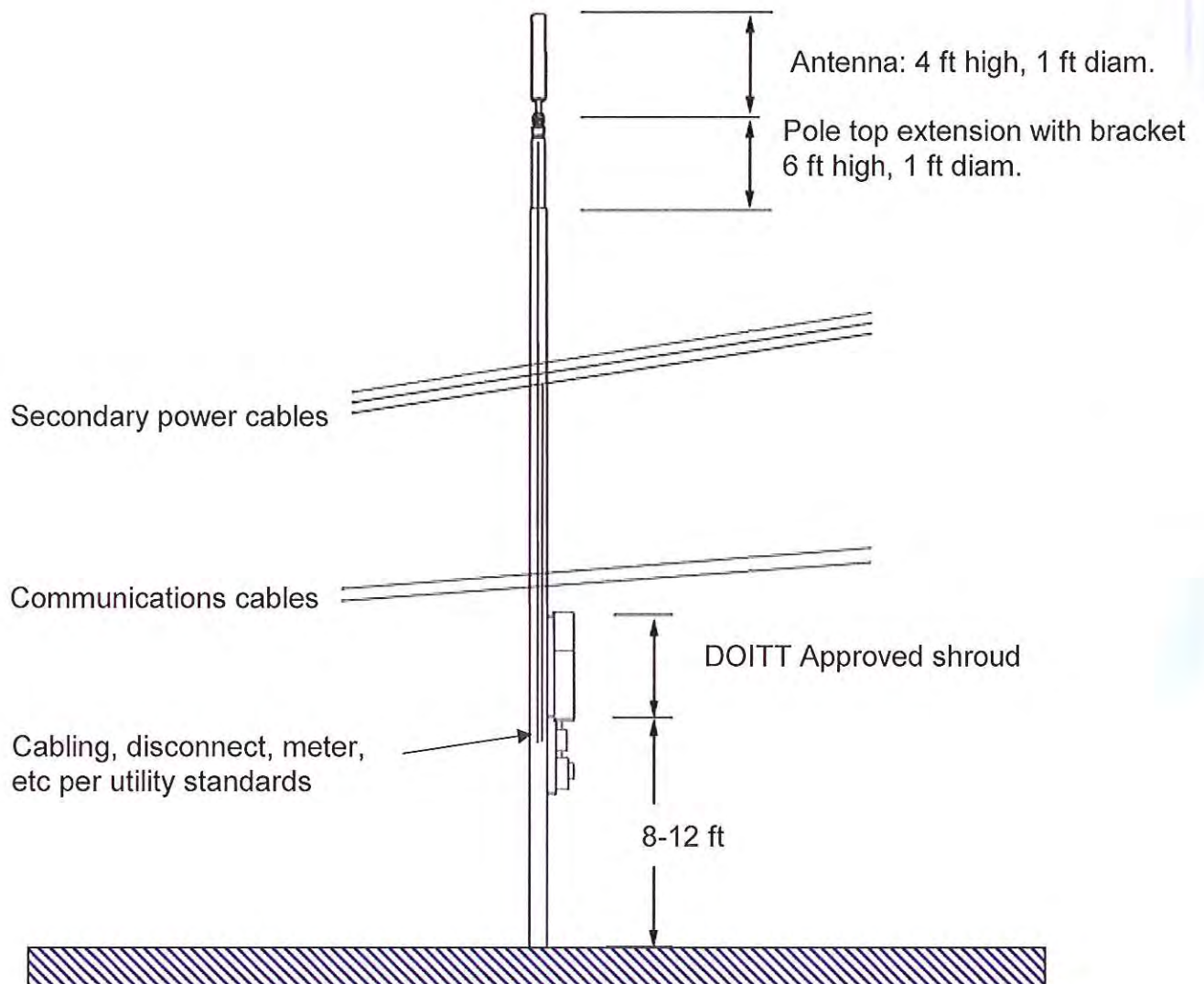
# Antenna Pole Top Extension over Primary



# Antenna Pole Top Extension over Secondary

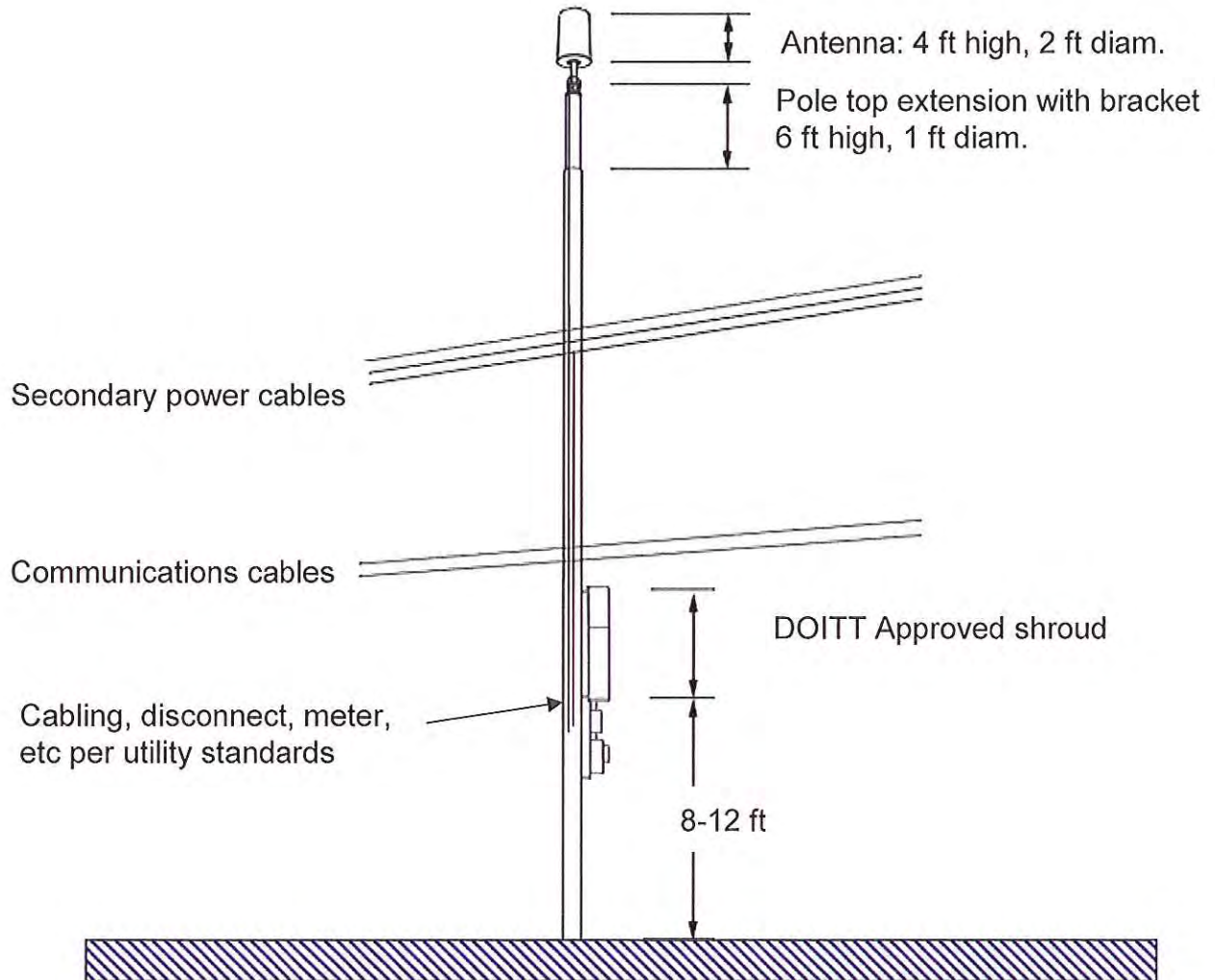


# Antenna Pole Top Extension over Secondary

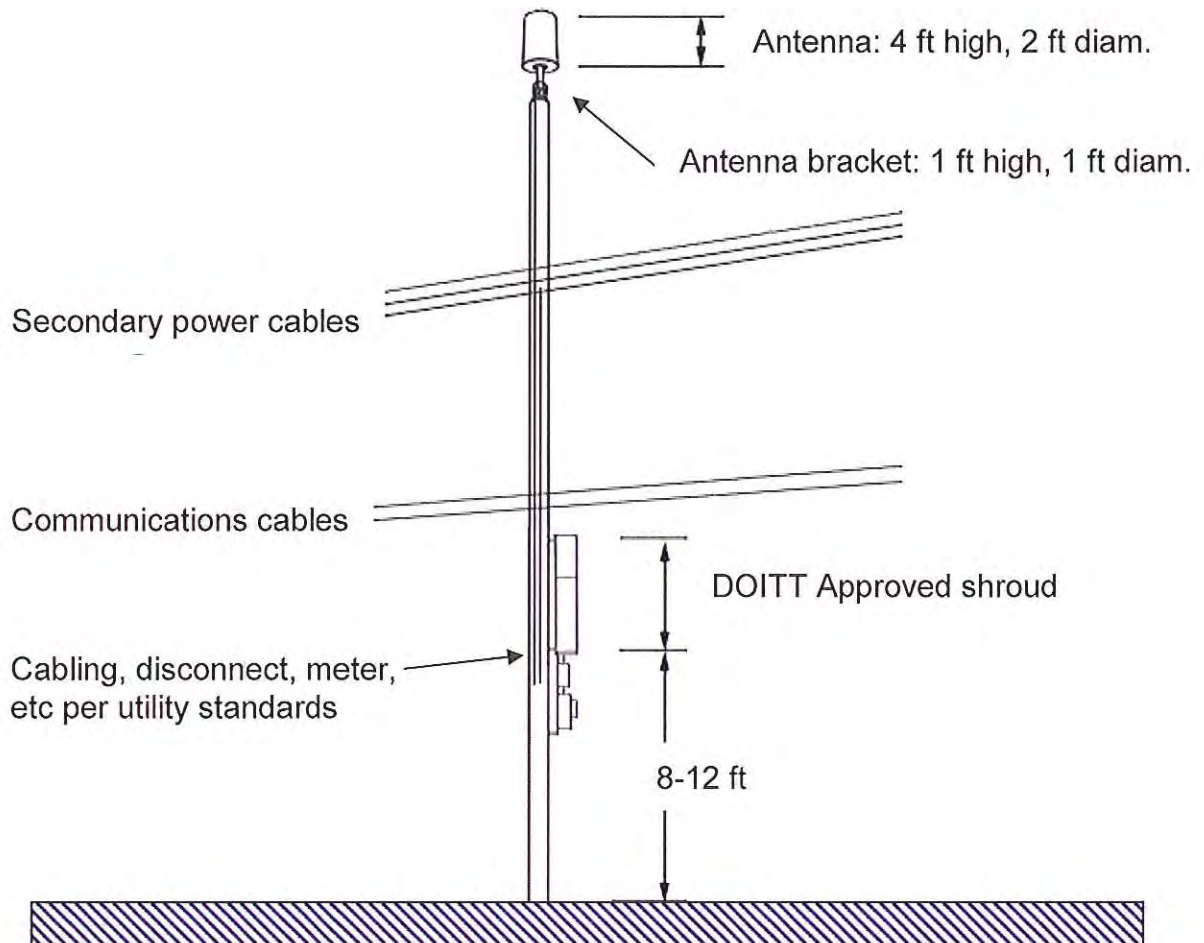




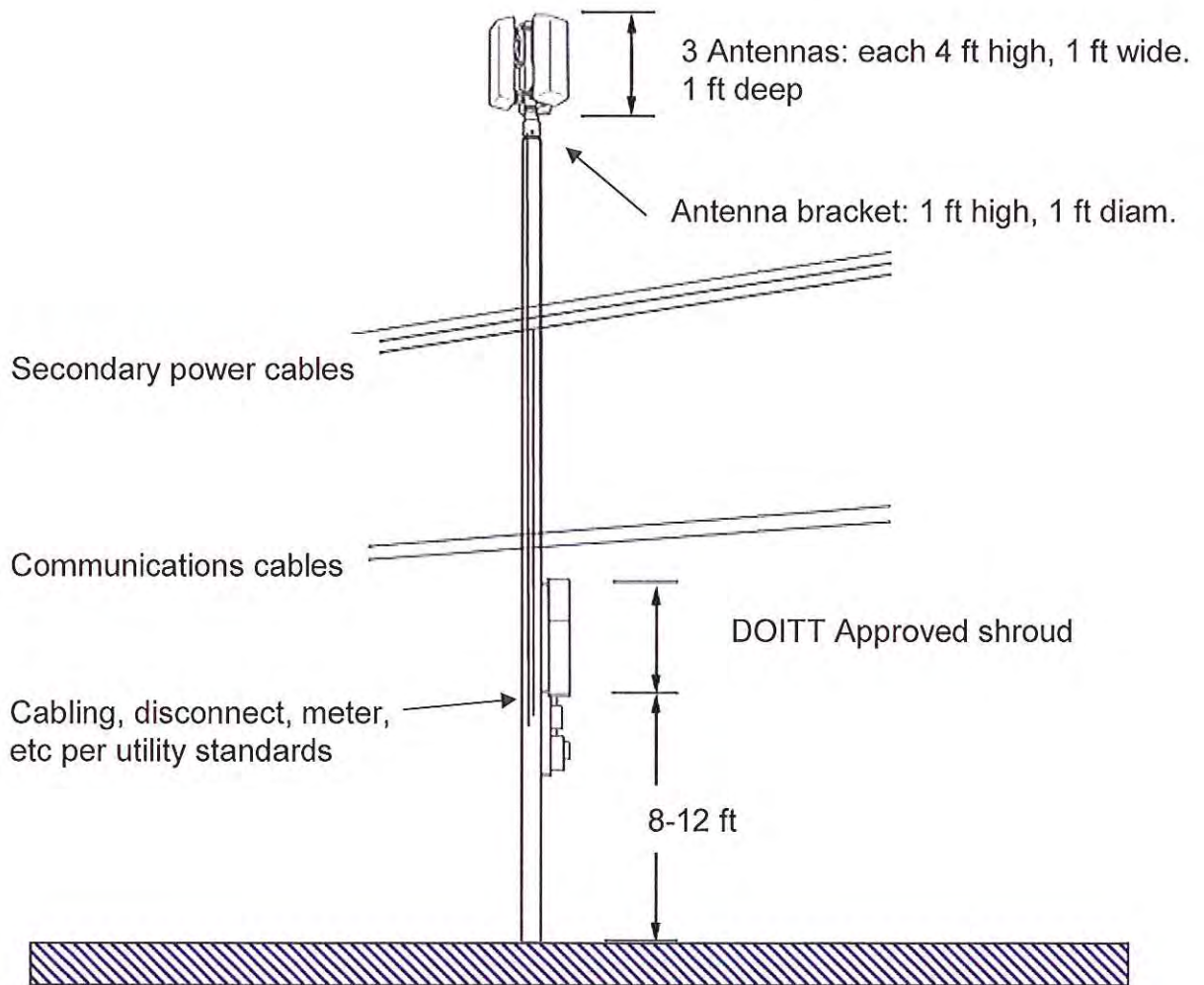
# Antenna Pole Top Extension over Secondary



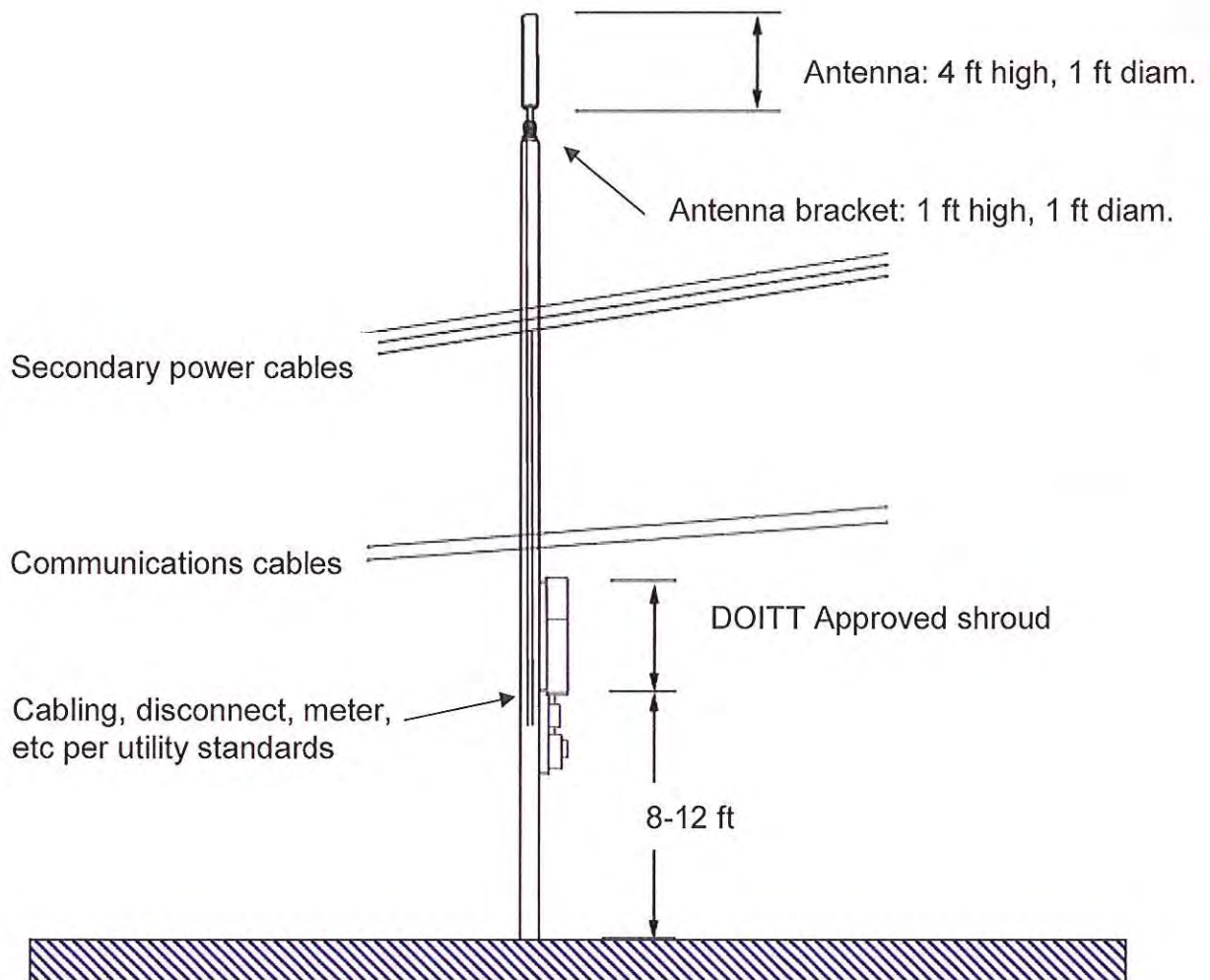
# Antenna at Top of Power Pole



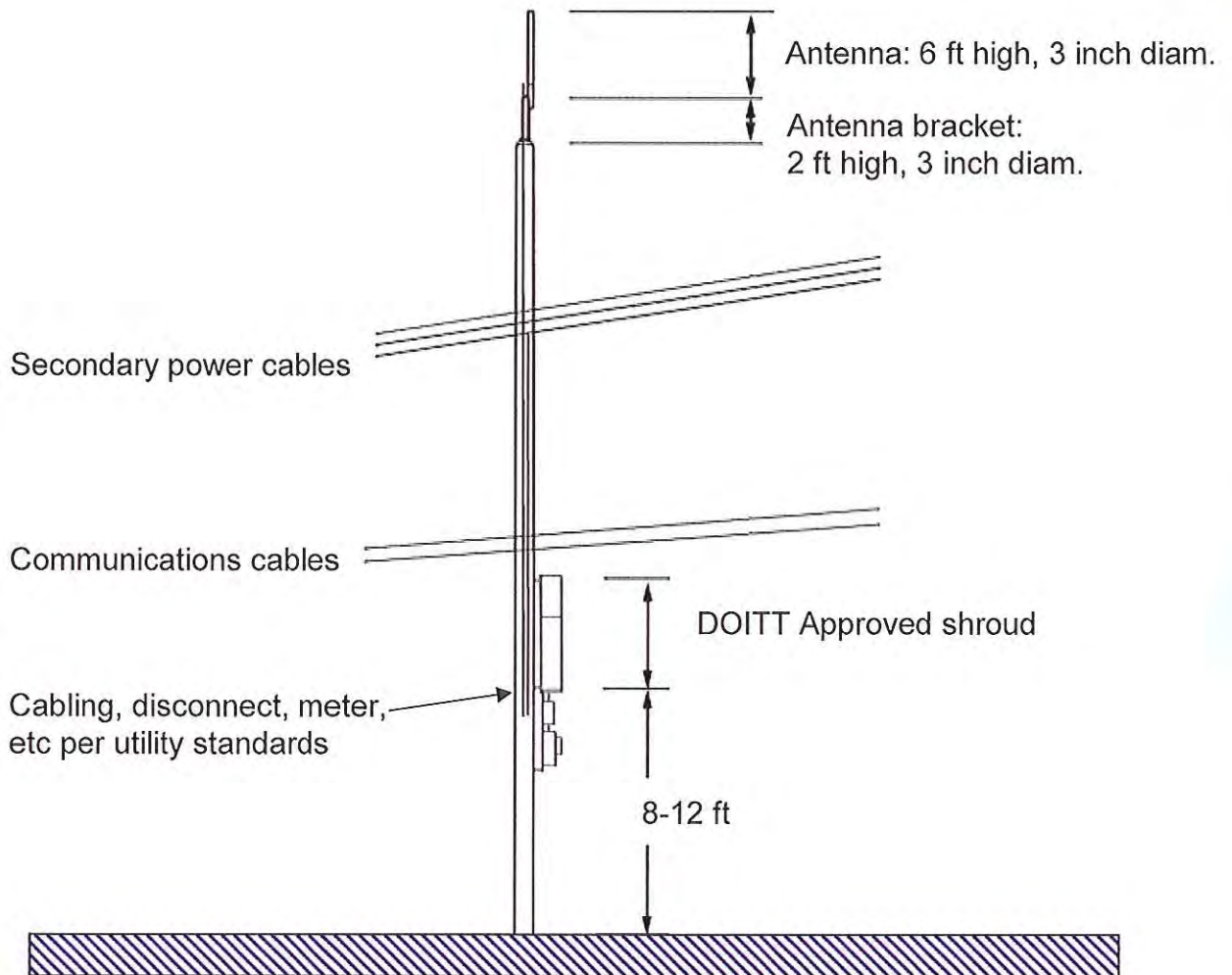
# Antenna at Top of Power Pole



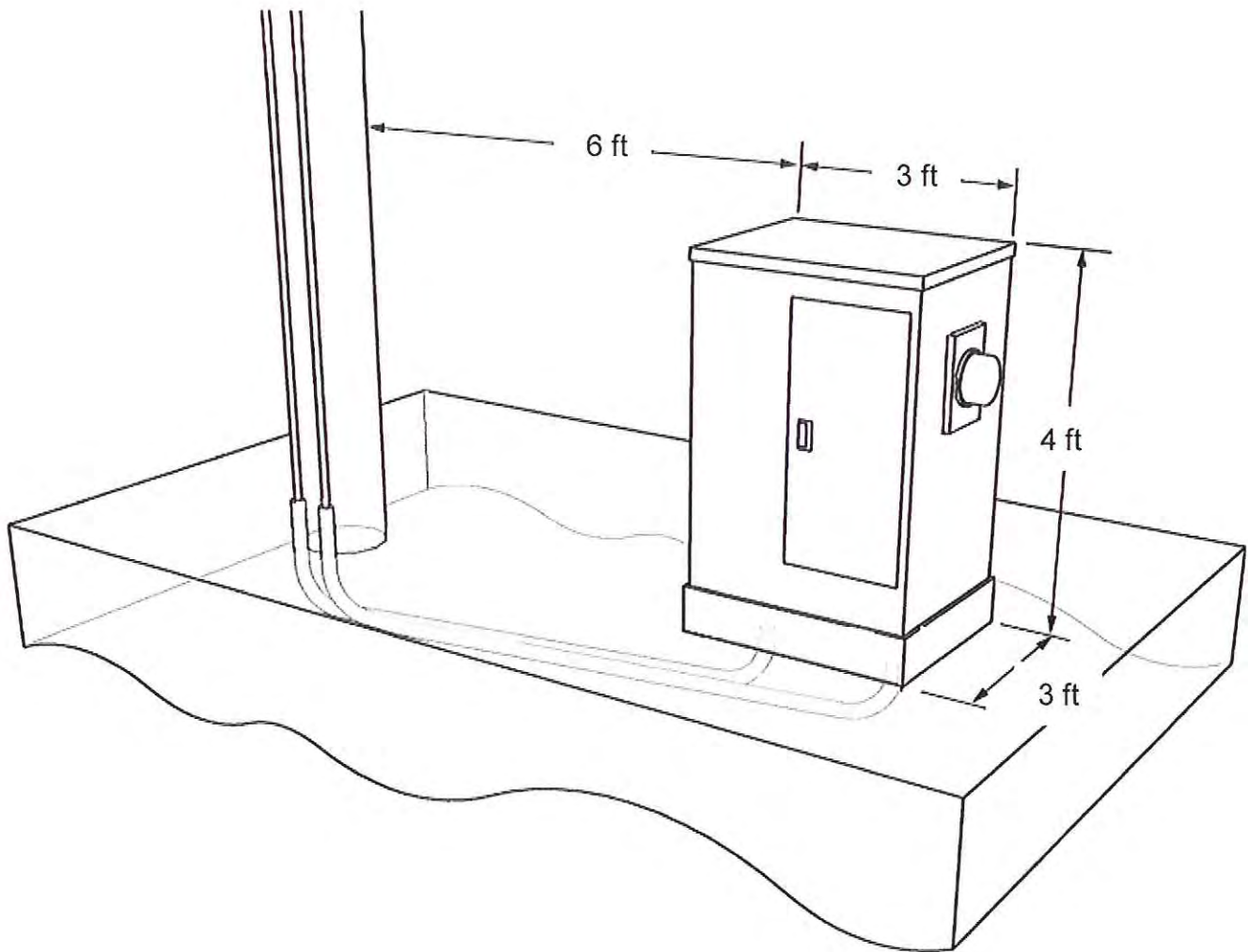
# Antenna at Top of Power Pole



# 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,

A handwritten signature in cursive script that reads "Allan H. Bausback".

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

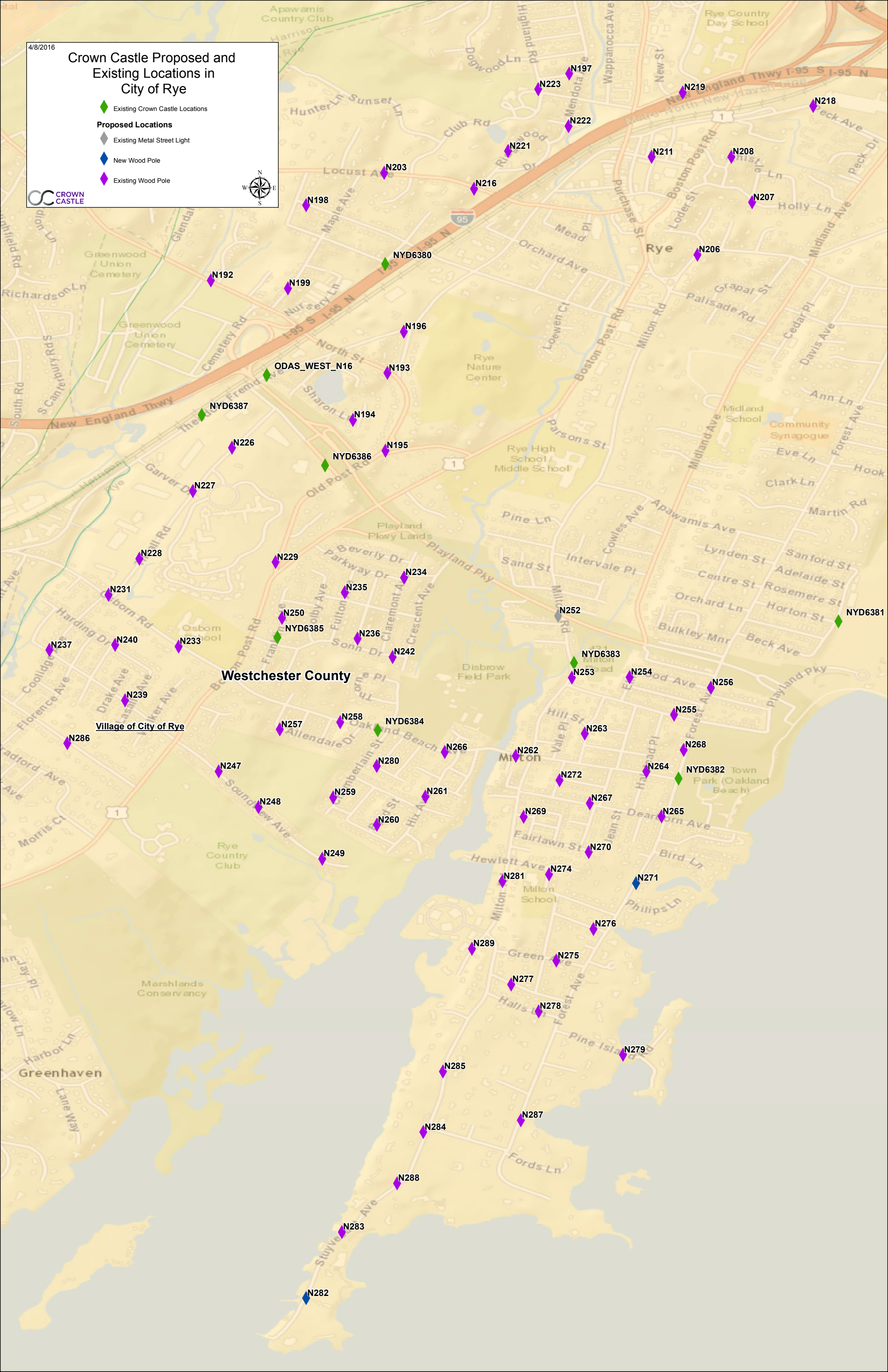
New St	17990	Wood Pole Top	dbSpectra 48 x 8
Iroquois St	P5	Wood Pole Top	dbSpectra 48 x 8
Ridgewood Dr	W12	Wood Pole Top	dbSpectra 48 x 8
Club Rd	NYT1	Wood Pole Top	dbSpectra 48 x 8
Boston Post Rd	NYT 1	Wood Pole Top	dbSpectra 48 x 8
Parkway Dr	3701	Wood Pole Top	dbSpectra 48 x 8
Morehead Dr	NYT 6	Wood 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



## 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. 12

DEPT.: City Manager

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Authorization for the City Manager to enter into an agreement with Woodard & Curran for field investigations and site characterization to support property acquisition and future development plans for the New York Thruway property.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council authorize the City Manager to enter into the agreement with Woodard & Curran regarding investigative work at the NY Thruway property.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

See attached proposal from Woodard & Curran.

Via Electronic Mail

September 26, 2016



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

Re: Thruway Property – Environmental and Geotechnical Field Investigations & Initial Feasibility Review

Dear Mr. Serrano:

We appreciate the opportunity to submit to the City of Rye (the "City") our proposal for professional engineering consulting services associated with an initial feasibility review and site investigations associated with the proposed athletic facility development project at the Thruway Property on Boston Post Road. This proposal reflects discussions from our meeting with the City, Rye Country Day School representatives, and State Assemblyman Otis, relative to the conceptual layout we prepared and submitted to the City, dated 7-22-16 (see attached).

The main differences between this proposal and a previous one submitted to the City for field investigations and a feasibility study include a more accurate description of environmental and geotechnical sampling and analyses that is now based on a specific preliminary facility design layout recently completed for the City. In addition, as requested by the City, the frequency of environmental and geotechnical sampling and analyses have been increased to coincide with the need to complete site wide investigations to support property acquisition. Previous estimates included a general budget allocation.

As we have discussed, Woodard & Curran is very familiar with the site, having previously supported the City with concept layouts for an athletic field proposed for the site a few years back. We propose to undertake field investigations to characterize the site and better understand site conditions, which will have a direct impact on the development costs. Based on our conversations with the City, the City is interested in an athletic facility that would include a multipurpose athletic field (possibly within a domed structure) to the north of the property. In addition, the City would like to expand this Feasibility Study to address the area to the south of the property, which may include a future fieldhouse built by nearby Rye Country Day School to accommodate their sports programming. In addition, the City is interested in giving consideration to related infrastructure such as access roads, parking areas, a comfort station with restrooms and an administration office space as well as a dry snack concession area (no cooking or plumbing services).

With our dedicated sports and recreation engineering team, and our long and successful history of delivering premiere sports and recreation facilities to our clients throughout Westchester County and nationally, including past work assignments undertaken by Woodard & Curran to study existing fields throughout the City of Rye, we are in an ideal position to support the City with this study.

The list below identifies the scope of work and key items and tasks that we feel are most important to be undertaken as part of the feasibility study at this time:



### **Task 1 - Geotechnical Field Investigations**

Based on the City's request, Woodard & Curran proposes the following geotechnical investigations work:

- Phase 1 - Geotechnical Borings Investigation & Utility Clearance
  - Geotechnical drilling of 12 boring locations at a depth of 25' below grade. The exact depth will be field determined based on actual soil conditions encountered during the investigation. This is an assumed 4-day effort (8 hours per day) at an estimated cost of ~ \$3,200/day.
  - A Woodard & Curran engineer will be onsite during the geotechnical investigation to provide direction to the driller, and also provide geotechnical engineering support regarding any potential soil testing or additional boring depths that may be required. This is an assumed 4-day effort (9 hours per day) at an estimated cost of ~ \$1,875/day.
  - GPR the immediate area where the boring will be performed to identify and potential subsurface utility conflicts. This is an assumed 1-day effort at an estimated cost of ~ \$1,950/day.
  - An assumed soil testing allotment of \$5,000 is included (if deemed necessary based on observed subsurface soil conditions)

As stated above, Phase 1 assumes a 4-day field effort (will be dictated by observed subsurface soil and field conditions required to assess geotechnical site conditions); we will only bill for actual number of days incurred to complete this Phase. For the purposes of this proposal, we assume a lump sum cost of \$27,250, for the assumed work and timeframes noted above. We will bill our efforts based on the final effort incurred.

- Phase 2 – Geotechnical Design Basis Memorandum
  - Preparation of a geotechnical design basis memorandum summarizing soil conditions and boring logs, and recommendations regarding geotechnical and structural design considerations for the various project features (building, parking lot, synthetic turf field, synthetic running track, athletic field lights) relative to the results of the investigation. Geotechnical recommendations will be based on the conceptual layout we prepared and submitted to the City dated 7-22-16 (see attached), as well as anticipated building loads to be determined based on additional input which we will require from the City and/or Rye Country Day School. Lump sum budget estimate of \$22,500.

We note that it is possible for the City to initially proceed with the Environmental Investigations described below, and then undertake the geotechnical investigations after that as opposed to undertaking the work somewhat concurrently. The benefit of this approach is, if concerns are raised during the field investigations, the City could elect to not proceed with the geotechnical work. However, the disadvantage is that this approach extends the schedule should environmental investigation findings lead to the geotechnical investigations as a next step.

### **Task 2 - Environmental Investigations**

In addition to the field investigations proposed herein, it is prudent to complete at least an initial environmental review of the property, particularly a Phase I Environmental Site Assessment (ESA). We understand that a Phase I study has been completed by others for the City. We will review the Phase I Report prior to undertaking the environmental field investigations. The following is the proposed scope of work for the environmental investigations.



### **Utility Clearance & Site Preparation**

As part of the site investigation, subsurface features and structures will be located and mapped to ensure no utilities are encountered during intrusive work. Utility clearance will be conducted in two stages. Stage one will be conducted by public utility companies through the Dig Safely New York hotline. Stage two will be conducted by a private utility locating company to clear potential drilling locations proposed on private property. In addition, the private utility locating company will locate subsurface anomalies in the vicinity of proposed boring locations with the use of ground penetrating radar (GPR). For budgetary purposes, Woodard & Curran assumes one day of site preparation to locate proposed sampling locations with a handheld GPS unit, and three days of private utility clearance to be supervised and directed by Woodard & Curran personnel. We also assume that the City will provide access to the site, and will complete site clearing of the site so we may access the investigation areas. Prior to completing the utility clearance survey, we intend to coordinate with the City and Thruway Authority regarding knowledge of underground utilities. If the utility survey requires more than 3 days to complete, we will bill the City accordingly based on any potential additional effort incurred.

### **Soil Investigation**

Following site preparation (site clearing to be performed by others) and utility clearance, Site Investigation activities will be conducted to characterize environmental and chemical subsurface soil conditions via the advancement of up to 36 environmental soil borings (approximately four per acre over the ~ 9 acre site) and the subsequent collection of 2 soil samples for laboratory analyses at each soil boring locations; this includes the collection of 2 samples at different depths at each boring location. The frequency of sampling (i.e. 4 samples per acre) is consistent with NYSDEC's "DER-10 Technical Guidance for Site Investigation and Remediation" dated May 2010.

Soil borings will be advanced using a direct push drilling rig and advanced to a maximum depth of 15 feet below ground surface, the water table, or refusal (whichever is encountered first). Recovered soils will be logged, inspected for visual and olfactory signs of contamination and field screened with a Photoionization Detector (PID) for the presence of organic vapors. This proposal assumes a 4-day effort to complete the collections and sampling of soil samples. If the investigation requires more than 4 days to complete all soil collection and sampling activities (based on unforeseen field and subsurface conditions), we will bill the City accordingly based on any potential additional effort incurred.

A minimum of one soil sample per boring will be collected from the top two feet to characterize shallow soil conditions. In addition, Woodard & Curran included a budgetary allocation for a second soil sample from each soil boring should the results of field screening indicate the presence of historic fill, or any other indications of contamination. If the results of field screening do not indicate the presence of contamination, a representative sample from below the top two feet will be collected and placed on hold for contingency analysis for delineation purposes (if necessary). Soil samples will be submitted to a New York State Environmental Laboratory Accreditation Program (ELAP) certified laboratory for the NYSDEC Part 375 parameters including the following analysis:

- Volatile organic compounds;
- Semi-volatile organic compounds;
- Pesticides/herbicides;
- Polychlorinated Biphenyls; and



- Metals/cyanide

For the purposes of this proposal, it is assumed that up to 72 soil samples (two per boring) will be collected for laboratory analysis; however, the City will only be invoiced for the actual number of samples collected and submitted for subsequent laboratory analysis.

In addition to the environmental soil sampling investigation noted above, we will also perform test pits over an assumed 2-day period, in order to allow for better visual observations and characterization of subsurface soils and materials. The cost for test pits includes an excavator/operator and field oversight for the assumed two-day period.

### **Data Evaluation and Preparation of Site Investigation Report**

Following completion of field activities, data will be evaluated and interpreted for the purposes of preparing a Site Investigation Report (SIR). The SIR include the following information:

- Site Background and physical setting;
- Summary of previous investigations;
- Investigation methodology;
- Description of the amount, concentration, and location of contaminant(s) present;
- Summary of the overall nature and extent of contamination with respect to the applicable NYSDEC standards, criteria and guidance including a comparison of the soil analytical results to the NYSDEC Part 375 Soil Cleanup Objectives;
- Summary of any significant events, observations, or variations, which may have influenced sampling procedures or analytical results;
- Environmental boring logs including soil/fill physical descriptions and field instrument readings;
- Site Figures including the following:
  - Site/ area of concern base maps;
  - Sample location maps with surveyed or GPS located sample points with information including sample depths and contaminant concentrations; and,
  - Contaminant concentration maps, if applicable
  - Figures depicting subsurface contamination as it relates to any proposed Site redevelopment plans, if applicable.

In addition to the above information, the SIR will include conclusions and recommendations, which will summarize the areas of concern, identify any potential exposure pathways, and recommend any future work including supplemental investigation activities, if applicable. The conclusions and recommendations of the SIR will take into account any proposed future development plans, and will address subsurface contamination as it relates to the end use of the property as an athletic facility.

It is important to note that, as the facility layout is further modified and finalized and the design advances, there may be a need for supplemental environmental and/or geotechnical field investigations to support



the final design. We will provide such recommendations based on any potential City/RCDS requested design changes to the previously completed conceptual layout.

### **Task 3 - Meetings**

In addition to the scope of work noted above, Woodard & Curran also anticipates attending meetings or conference calls with various entities (the City, project stakeholders such as RCDS, and regulatory entities) throughout the course of the project. We have assumed 2 meetings attended by the Senior Principal and Project Manager as part of our lump sum proposal. Additional meetings, if requested by the City, will be billed on a T&M basis per our standard 2016 rates.

### **ASSUMPTIONS AND UNDERSTANDINGS**

Our proposed scope of work, schedule and cost estimate assumes the following:

- The City will coordinate the clearing of vegetation on the property to allow for us to access the property over the footprint of the area to be developed as noted on the conceptual layout plan, to ensure access and visibility of all geotechnical and environmental sampling locations.
- The investigation activities conducted at the subject property will be conducted by Woodard & Curran expressly for the Client. The evaluations, assessments, and findings contained in the reports will represent Woodard & Curran's professional judgment and opinions based solely on the observations made during the investigation;
- Because only a limited number of samples may be obtained for laboratory analysis from the Site, undetected variations in chemical concentration may occur in the soil or ground water, and/or the potential presence of chemicals that were not analyzed for may be present on site;
- In the event any conditions differing from those described in any Report prepared by Woodard & Curran are identified at a later time, Woodard & Curran requests the opportunity to review such differences and modify, as appropriate, the assessments and conclusions given in any Report. The information given in any Report prepared by Woodard & Curran is not suitable for any other use without adaptation for the specific use intended. Any such reuse of or reliance upon the information, assessments, or conclusions contained in any Report prepared by Woodard & Curran without adaptation shall be at the sole liability of the party undertaking the reuse;
- The Client will provide physical access and right-of-access to the Site for Woodard & Curran and its representatives.
- Unless otherwise indicated, laboratory analytical services will be provided with a standard two (2) week turnaround for preliminary analytical results;
- Woodard & Curran and its representatives will conduct the work at Level D dermal and respiratory protection;
- No quality assurance/quality control samples (trip blank, field blanks) will be collected during the soil investigation.
- The scope of services does not include performance of emergency response actions;
- Woodard & Curran will not take possession of, and will not sign waste manifests for oil or hazardous substances associated with the site;



- Disposal of investigation derived waste is not included in the proposed scope of work or budgetary estimate;

**Summary of Estimated Costs**

Task	Estimated Cost (Lump Sum)
Geotechnical Field Investigations <sup>1</sup>	\$49,750
Environmental Investigations <sup>1</sup>	\$126,500
Meetings	\$1,200
<b>Total</b>	<b>\$177,450 <sup>2</sup></b>

1. Includes subcontractors, lab costs, reporting, conclusions and recommendations.
2. This lump sum figure does not include any additional efforts beyond the assumptions or T&M efforts noted in this proposal.

**Implementation Approach and Schedule**

We propose to complete the site investigations and a feasibility report within a two-month period from authorization to proceed.

Should our proposal be acceptable to the City please acknowledge such below, we will then forward to the City Terms and Conditions for signature.

Thank you for the opportunity to continue to support the City with proposed plans for the Thruway Property. Please feel free to contact me with any questions or concerns by email or on my mobile phone at (914) 960-2836.

Sincerely,

WOODARD & CURRAN ENGINEERING P.A. P.C.

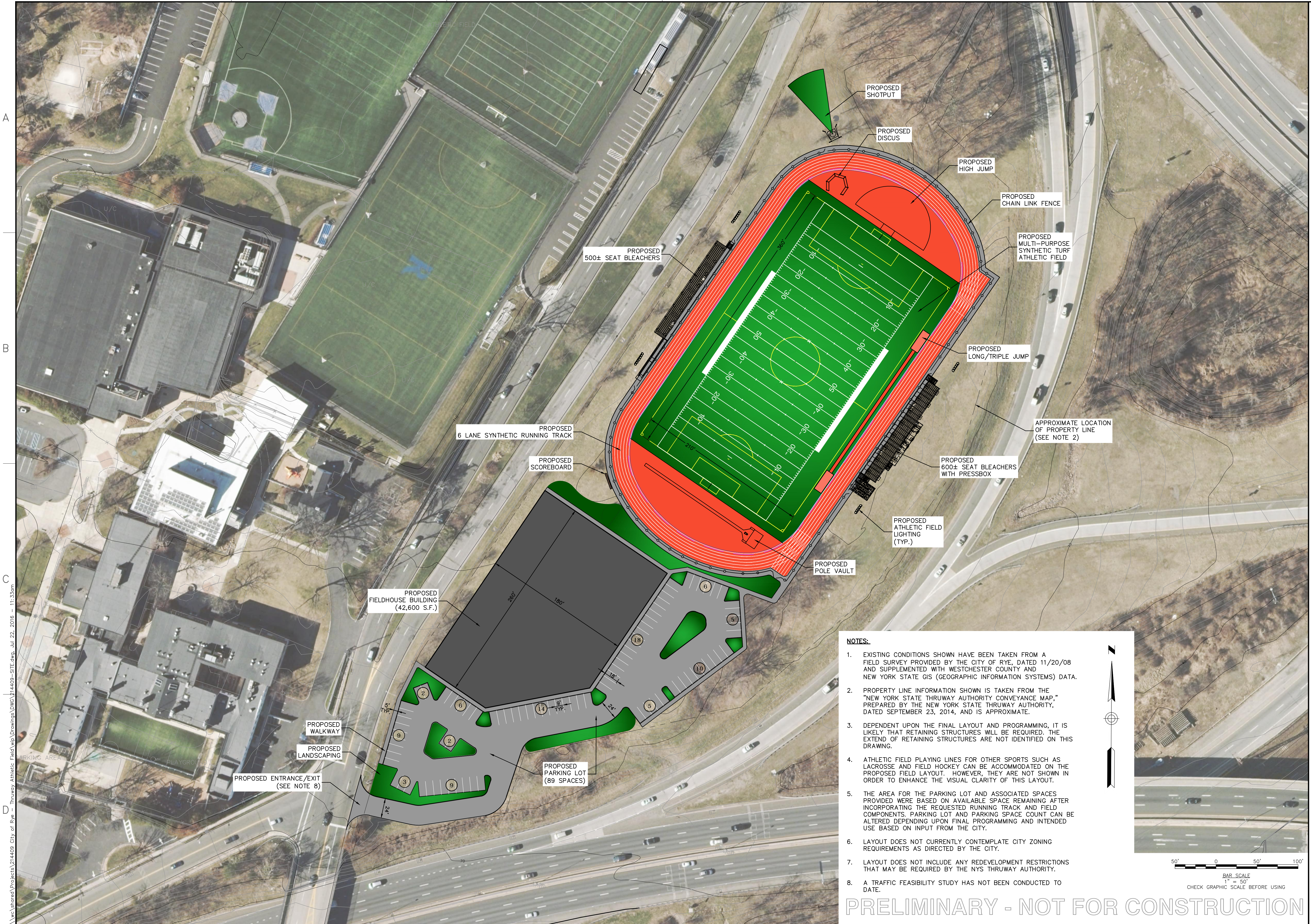
Anthony C. Catalano, PE, BCEE  
Senior Principal

**City of Rye authorization (as seen and agreed):**

---

City Authorized Representative Approval (Print Name & Signature) (Date)





PROPOSED  
500± SEAT BLEACHERS

PROPOSED  
6 LANE SYNTHETIC RUNNING TRACK

PROPOSED  
SCOREBOARD

PROPOSED  
FIELDHOUSE BUILDING  
(42,600 S.F.)

PROPOSED  
WALKWAY

PROPOSED  
LANDSCAPING

PROPOSED ENTRANCE/EXIT  
(SEE NOTE 8)

PROPOSED  
PARKING LOT  
(89 SPACES)

PROPOSED  
SHOTPUT

PROPOSED  
DISCUS

PROPOSED  
HIGH JUMP

PROPOSED  
CHAIN LINK FENCE

PROPOSED  
MULTI-PURPOSE  
SYNTHETIC TURF  
ATHLETIC FIELD

PROPOSED  
LONG/TRIPLE JUMP

APPROXIMATE LOCATION  
OF PROPERTY LINE  
(SEE NOTE 2)

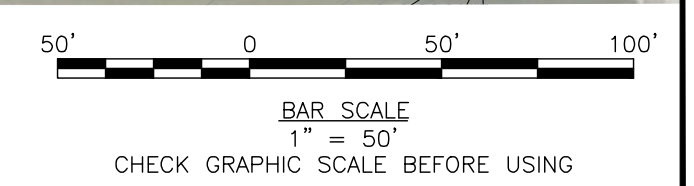
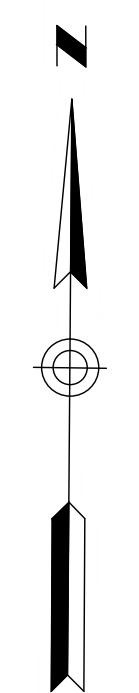
PROPOSED  
600± SEAT BLEACHERS  
WITH PRESSBOX

PROPOSED  
ATHLETIC FIELD  
LIGHTING  
(TYP.)

PROPOSED  
POLE VAULT

**NOTES:**

1. EXISTING CONDITIONS SHOWN HAVE BEEN TAKEN FROM A FIELD SURVEY PROVIDED BY THE CITY OF RYE, DATED 11/20/08 AND SUPPLEMENTED WITH WESTCHESTER COUNTY AND NEW YORK STATE GIS (GEOGRAPHIC INFORMATION SYSTEMS) DATA.
2. PROPERTY LINE INFORMATION SHOWN IS TAKEN FROM THE "NEW YORK STATE THRUWAY AUTHORITY CONVEYANCE MAP," PREPARED BY THE NEW YORK STATE THRUWAY AUTHORITY, DATED SEPTEMBER 23, 2014, AND IS APPROXIMATE.
3. DEPENDENT UPON THE FINAL LAYOUT AND PROGRAMMING, IT IS LIKELY THAT RETAINING STRUCTURES WILL BE REQUIRED. THE EXTENT OF RETAINING STRUCTURES ARE NOT IDENTIFIED ON THIS DRAWING.
4. ATHLETIC FIELD PLAYING LINES FOR OTHER SPORTS SUCH AS LACROSSE AND FIELD HOCKEY CAN BE ACCOMMODATED ON THE PROPOSED FIELD LAYOUT. HOWEVER, THEY ARE NOT SHOWN IN ORDER TO ENHANCE THE VISUAL CLARITY OF THIS LAYOUT.
5. THE AREA FOR THE PARKING LOT AND ASSOCIATED SPACES PROVIDED WERE BASED ON AVAILABLE SPACE REMAINING AFTER INCORPORATING THE REQUESTED RUNNING TRACK AND FIELD COMPONENTS. PARKING LOT AND PARKING SPACE COUNT CAN BE ALTERED DEPENDING UPON FINAL PROGRAMMING AND INTENDED USE BASED ON INPUT FROM THE CITY.
6. LAYOUT DOES NOT CURRENTLY CONTEMPLATE CITY ZONING REQUIREMENTS AS DIRECTED BY THE CITY.
7. LAYOUT DOES NOT INCLUDE ANY REDEVELOPMENT RESTRICTIONS THAT MAY BE REQUIRED BY THE NYS THRUWAY AUTHORITY.
8. A TRAFFIC FEASIBILITY STUDY HAS NOT BEEN CONDUCTED TO DATE.



Woodard & Curran Engineering PA PC  
709 Westchester Avenue, Suite L2  
White Plains, New York 10604  
800.807.4080 | www.woodardcurran.com

**WOODARD & CURRAN**

THIS DOCUMENT IS THE PROPERTY OF WOODARD & CURRAN, INC. AND ITS CLIENT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN.

COMMITMENT & INTEGRITY DRIVE RESULTS

REV	DESCRIPTION	DATE

DESIGNED BY: TS  
CHECKED BY: SL  
DRAWN BY: MB  
2/28/2016

**CONCEPTUAL LAYOUT  
PLAN**

CITY OF RYE  
1051 BOSTON POST ROAD  
RYE, NEW YORK 10580

NYS THRUWAY AUTHORITY  
PROPERTY PROPOSED ATHLETIC  
FACILITY REDEVELOPMENT PLAN

JOB NO.: 214409  
DATE: JULY 22, 2016  
SCALE: AS SHOWN  
SHEET: 1 OF 1

**SP-100**

PRELIMINARY - NOT FOR CONSTRUCTION

A  
B  
C  
D  
 \\we\shared\Projects\214409\_City of Rye - Thruway Athletic Field\Drawings\DWG\214409-SITE.dwg, Jul 22, 2016 - 11:33am



# CITY COUNCIL AGENDA

NO. 13

DEPT.: City Manager

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Summary of the 2017 Budget Process and Consideration of setting the 2017 Budget schedule.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER  
SECTION

**RECOMMENDATION:** That the Council review the 2017 Budget process and assign dates for the upcoming 2017 Budget Workshops.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** Tentative dates for the Budget process include:

Wednesday, November 2: Presentation of the Budget

Monday, November 7: Capital Projects Fund

Building & Vehicle Fund

Department of Public Works

Golf Enterprise Fund

Monday, November 14: Rye Free Reading Room

Public Safety: Police and Fire

Recreation

Boat Basin Enterprise Fund

Wednesday, December 7: Public Hearing on the Budget

Wednesday, December 21: Adoption of the Budget

See attached.

## 2017 Budget Calendar

November 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 <b>Council Meeting</b> Budget Presentation	3	4	5
6	7 <b>Budget Workshop</b> Capital Projects Fund Building & Vehicle Fund Public Works Rye Golf	8 Election Day	9	10	11 Veterans Day	12
13	14 <b>Budget Workshop</b> Rye Free Reading Room Police Budget Fire Budget Boat Basin Recreation	15	16 <b>Council Meeting</b>  <b>Budget Workshop</b> (if needed)	17	18	19
20	21	22	23	24 	25	26

December 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	5	6	7 <b>Council Meeting</b>  Public Hearing	8	9	10
11	12	13	14	15	16	17
18	19	20	21 <b>Council Meeting</b>  Budget Adoption	22	23	24 
25 	26	27	28	29	30	31



# CITY COUNCIL AGENDA

NO. 14

DEPT.: City Manager's Office

DATE: December 16, 2015

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Resolution to amend the Boat Basin Commission By-Laws to allow permitting to commercial boats subject to the approval of the Boat Basin Supervisor and the Boat Basin Commission.

**FOR THE MEETING OF:**

December 16, 2015

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council consider adopting a Resolution to amend the Boat Basin Commission By-Laws to allow permitting to commercial boats subject to the approval of the Boat Basin Supervisor and the Boat Basin Commission.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Boat Basin Commission members voted unanimously to amend their By-Laws to allow permitting of commercial boats. The permit would be reviewed on an individual basis and would be subject to the approval of the Boat Basin Supervisor and the Boat Basin Commission. The current Contractor's Fee and Permits would apply to these permits. This change would allow businesses that are tied to recreation marine use to apply for a permit to use the Boat Basin: small charter boats, fishing guides, duck hunters, water ski instructors, para-sailing, etc. This is not intended to open the Boat Basin up to the berthing of work boats, clam dredgers, barges, etc. The Boat Basin Supervisor made the recommendation as this would be one of the first steps necessary for securing Federal or State aid for dredging

See attached Boat Basin By-Laws.



# CITY COUNCIL AGENDA

NO. 15

DEPT.: City Manager's Office

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Resolution to amend the Boat Basin Commission By-Laws to allow permitting to commercial boats subject to the approval of the Boat Basin Supervisor and the Boat Basin Commission.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council consider adopting a Resolution to amend the Boat Basin Commission By-Laws to allow permitting to commercial boats subject to the approval of the Boat Basin Supervisor and the Boat Basin Commission.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Boat Basin Commission members voted unanimously to amend their By-Laws to allow permitting of commercial boats. The permit would be reviewed on an individual basis and would be subject to the approval of the Boat Basin Supervisor and the Boat Basin Commission. The current Contractor's Fee and Permits would apply to these permits. This change would allow businesses that are tied to recreation marine use to apply for a permit to use the Boat Basin: small charter boats, fishing guides, duck hunters, water ski instructors, para-sailing, etc. This is not intended to open the Boat Basin up to the berthing of work boats, clam dredgers, barges, etc. The Boat Basin Supervisor made the recommendation as this would be one of the first steps necessary for securing Federal or State aid for dredging

See attached Boat Basin By-Laws.



CITY OF RYE MUNICIPAL BOAT BASIN  
650 MILTOIN ROAD, RYE, N.Y. 10580  
914-967-2011

Commission Chair: Greg Gavlik

Boat Basin Supervisor: George Hogben

The following Boat Basin Rules have been adopted in order to provide a safe and inviting Boat Basin for our patrons. These Rules, which are also posted on the Marina bulletin board and on the website [www.ryeny.gov](http://www.ryeny.gov). Boat Owner, any member of his family, any of his employees, licensees, agents, contractors, and guests (hereinafter individually referred to as "Boat Owner's Agent") expressly agree to comply with these Rules at all times.

The Boat Basin maintains the right from time to time to change or add Rules for the safety, care and cleanliness of the Boat Basin or for the preservation of good order and upon posting such amendments and additions in a conspicuous place in the Boat Basin, they shall become part of the License Agreement and supersede all previous versions. Boat Owner agrees to comply, and to cause Boat Owner's Agent to comply, with all Boat Basin Rules.

**SECTION 1**  
**REGULATIONS REGARDING DOCKING/MOORING VESSELS**

- 1.1 INSURANCE** – All Owners shall maintain year round liability insurance of no less than a **\$300,000** of coverage for all vessels. Each certificate shall state that such insurance coverage is primary over any insurance held by the City of Rye and provide the Boat Basin Supervisor with a copy of said insurance certificate. Proof of insurance due at time of application.
- 1.2 OWNERSHIP** – No permit will be issued to an applicant unless he/she owns in whole title to vessel in application. Proof of such ownership must be furnished by presentation of a valid boat registration card, driver's licenses.
- 1.3 RESIDENTIAL RATES** – To qualify for the residential rate, at least two (2) proofs of residency is required. Any two of the following may be provided at the time of application: Driver's license, credit card bill, utility bill or cable bill.
- 1.4 LAUNCHING & HAULING** - Boats that utilize the Boat Basin for winter storage must be in the water and at its assigned slip no later than June 15<sup>th</sup>. All boats remaining in the Boat Basin lot after June 15<sup>th</sup> will be assessed a **daily fee of \$20.00**. Boat Basin closing date is Nov. 1<sup>st</sup>, no services provided after November 30<sup>th</sup>.
- 1.5 SLIP ASSIGNMENTS** - Boat Basin reserves the right to reassign dock slip assignments as the need may arise. Summer dockage contract does not guarantee any particular slip assignment.
- 1.6 DOCKING** - The Boat Basin assumes no responsibility for improperly docked boats or improperly tied lines. Owners shall properly secure their vessels at all times so that no damage occurs to Owner's boat, other boats or the Boat Basin. The Boat Basin reserves the right to replace defective lines or correct defective mooring when necessary and to charge Owner for the cost of such replacement or correction.
- 1.7 SLIP MODIFICATIONS** - No padding, hose, rug or other material shall be attached to the tops or sides of the slips; only materials authorized by Boat Basin in writing shall be



CITY OF RYE MUNICIPAL BOAT BASIN  
650 MILTOIN ROAD, RYE, N.Y. 10580  
914-967-2011

Commission Chair: Greg Gavlik

Boat Basin Supervisor: George Hogben

used. All other material attached to the slips will be removed. Boat owners shall make no material change in slip.

1.7.1 **DAMAGE** – Owner shall be responsible for all damage to docks, slips or other Boat Basin property while docking vessels.

**1.8 BOAT CONDITION** – Boats docked at the Boat Basin must be seaworthy and capable of moving under their own power. No boat shall create a fire hazard, sinking hazard or unsightly condition. The Boat Basin may withhold or withdraw slip space for any occupant whose vessel is considered in the opinion of the Supervisor and the Commission to be unsound, a hazard to the Boat Basin or to other boats.

**1.9 EMERGENCY MOVES** – The Boat Basin shall not be responsible to move Owner's boat at any time. However, Owner authorizes the Boat Basin to move Owners boat as may be required in the event of an emergency or to avoid loss or damage to Boat Basin property. Owner further agrees that the Boat Basin shall not be liable for any damage to the boat caused by moving said boat.

1.9.1 This contract authorizes the City of Rye Boat Basin to remove/haul/recover a vessel at any time when such vessel poses a threat or danger to Boat Basin, its property or its clients. It also authorizes Boat Basin to remove/haul/recover/lockdown a vessel, at owner's expense for late/non-payment or if vessel is still in lot after June 15<sup>th</sup> deadline.

**1.10 SEVERE WEATHER** – Owners shall be responsible for properly securing their vessels in the event of severe weather so that no damage occurs to the Owner's boat, other boats or the Boat Basin. If, in the sole opinion of the Boat Basin Supervisor, Owner has not taken necessary and appropriate precautions, Boat Basin personnel may, but shall not be obligated to, appropriately secure vessels or prepare vessels for foul weather.

## SECTION 2 GENERAL REGULATIONS OF THE BOAT BASIN

**2.1 REPAIRS & MAINTAINANCE** – All maintenance and or repairs can be owner performed. Any mechanics hired to work on Owner's boat must provide all necessary insurance and workers compensation requirements to the Boat Basin Supervisor before starting work. Owner is responsible for making sure all rules and regulations pertaining to the use of fuel, oil, solvents and paints are adhered to.

**2.2 DAMAGE TO BOAT BASIN PROPERTY** – Owners and operators of vessels shall immediately reimburse the Boat Basin for any damage or defacement that they, their vessel, guests, employees or agents may cause to Boat Basin property.

**2.3 LIVE ABOARD** – Owner may not live on or use their boat as a place of residency in the City of Rye Boat Basin. Overnight on board camp-outs are allowed to a maximum of two (2) nights. Open flame cooking and barbecue fires are strictly forbidden at all times.

**2.4 SUB-LEASING** – Owners are not allowed to sub-lease or rent their slip.



CITY OF RYE MUNICIPAL BOAT BASIN  
650 MILTOIN ROAD, RYE, N.Y. 10580  
914-967-2011

Commission Chair: Greg Gavlik

Boat Basin Supervisor: George Hogben

- 2.5 SLIP TRANSFER** – Slip may go with the sale of the boat per approval from Boat Basin Supervisor. No refund or pro-rata refund of slip payment will be made.
- 2.5.1 **SELLING BOAT** - Owners who sell their boat during the boating season must make notification of the sale with 10 days to the Boat Basin Supervisor. Boat owner must also notify Boat Basin Supervisor if they are replacing the boat and if so, does it fall in the same size category.
- 2.6 NOISE** - The operation of any radio, phonograph or television or the use of any musical instrument or other sound-making instrument or device on any boat in such a manner as to disturb the peace is prohibited, except that the transmission of audible signals that are necessary for normal navigation or for emergency purposes is permitted.
- 2.7 SWIMMING, FISHING AND MISCELLANEOUS ACTIVITIES** – Swimming, diving and fishing are prohibited within the Boat Basin. Fish cleaning is prohibited within the Boat Basin. The discharging of firearms or fireworks is prohibited within the Boat Basin. The flying of kites, remote controlled airplanes, boats, and cars is also prohibited. Bicycle riding, skateboarding, and roller skating are prohibited on the docks.
- 2.8 CLAIMS** - In consideration of the granting of this permit, Permit Holder hereby releases the City of Rye, it's Officers and members, of any liability for personal injuries to Permit Holder, their Guests or Invitees and for property damage to or loss or theft of Permit Holders boat, automobile, trailer or related equipment, suffered or sustained during the use of the Boat Basin or storage areas.
- 2.9 OVERNIGHT PARKING** – Overnight parking is only allowed in the back parking lot.
- 2.10 LIFE JACKETS** – All children 12 years of age or under must wear a Coast Guard approved Personal Floatation Device while on the docks.
- 2.11 UPGRADING** – There will be no upgrading in size of boat without prior notification to the Boat Basin supervisor. No upgrading will be allowed if it constitutes a change of category or slip assignment.
- 2.12 COMMERCIAL VESSELS** – Permits and slip assignments for commercial vessels will be handled on an individual basis and are subject to the approval of the Boat Basin Supervisor and Boat Basin Commission. ~~Will not be assigned a slip and the Boat Basin.~~





# CITY COUNCIL AGENDA

NO. 16

DEPT.: RTV

DATE: October 5, 2016

CONTACT: Nicole Levitsky, Access Coordinator

**AGENDA ITEM:** Resolution to declare certain City of Rye equipment as surplus.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Council 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, Rye TV 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.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other

**BACKGROUND:** Rye TV has provided the list of equipment that is either currently obsolete or will become obsolete during calendar year 2016. The City Council is asked to approve that this equipment be declared as surplus.

Grass Valley Turbo Recorder: CH-01BE00178

Panasonic 7650: H3TC00224 (VHS Deck)

Sony Monitor: 2107053

Tascam CD Player: 0440128

Apple computer: G88404x9UP2



# CITY COUNCIL AGENDA

NO. 17

DEPT.: City Manager

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Consideration of a request by the New York Rangers for use of city streets on Saturday, November 19, 2016 from 6:00 a.m. to 1:00 p.m. for a 5K Race to benefit the Garden of Dreams Foundation and Northwell Health.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council consider granting the request.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The use of City streets is requested for for a 5K Race to benefit the Garden of Dreams Foundation and Northwell Health to be held on Saturday, November 19<sup>th</sup> from 6:00 a.m. to 1:00 p.m. The organizers have met with the Rye Police Department regarding the event and logistics.

See attached letter, event information and map of event.



Rye Town Park  
95 Dearborn Ave.  
Rye, NY 10580  
914 967-0965

## Rye Town Park Facility Use Contract

**Date:** September 20, 2016

**User: (Organization/Individual)** NY Rangers, LLC

**Address:** 2 Penn Plaza, New York, NY 10121

**Contact Information: (Phone, Email)**

Lisa Aulebach  
VP, Account Planning  
Phone: (212) 465-6414  
Lisa.Aulebach@msg.com

Claire Dorfman  
VP, Government Affairs  
Phone: (212) 631-5470  
Claire.Dorfman@msg.com

### **Park Facilities/Areas To Be Used:**

Proposed route (please see attached map) for the 5K race begins in the parking lot at Rye Playland, then heads along the boardwalk and into Rye Town Park along the beach path to Dearborn Avenue. It then continues around Forest Avenue and back along the beach path and back into Rye Playland.

### **Nature of Use:**

The New York Rangers, in conjunction with our marketing partner, Northwell Health, are interested in hosting a 5K family fun run on November 19, 2016. The proposed race will begin at Rye Playland and will extend briefly into Rye Town Park along the beach path. It is expected that 1,200 – 1,500 people will participate in this event.

All staging will take place in the Rye Playland parking lot, including registration, start/finish line, and pre and post-race activities to ensure minimal disruption to the surrounding area.

Genesis Adventures will assist in all Race logistics including the following:

- Pre-event course planning and design for 5K route for family fun run
  - Ensure that run route distances are accurate and approved/manage race timing
- Provide information and assist with securing permits and/or support of local resources, including, but not limited to: Police, Fire, Ambulance/EMT
  - Design and review safety plan with town and medical staff
- Source and manage selected event assets (e.g. tents, tables, chairs, medals, race bibs, toilets, shuttles (to and from the MetroNorth Rye train station), parking (including, without limitation, a parking plan), garbage collection and removal, and water stations set-up (including, without limitation, water coolers and cups)
- Source and acquire insurance policy specific to event needs
- Collaborate with MSG to create and implement a volunteer plan (including, volunteer stations and numbers of volunteers required at each station)
- Create and manage a clean-up plan

**Date(s) and Time(s) of Use: (including setup and takedown)**

Saturday, November 19, 2016

Set up expected to begin at 6AM with the potential to begin set up in the Playland parking lot Friday afternoon. Race will begin at 10AM. Anticipated end, including takedown and clean up at 1PM.

**Facility Use Fee:**

TBD

**Other Terms: (Insurance, Liability Waiver, etc)**

Per conversation with Bill Lawyer, insurance and liability forms to be provided.

Send Check To: Rye Town Park Commission, 222 Grace Church St 3rd Floor, Port Chester, NY 10573

Signed For:

L. Alesch

Signed For Rye Town Park

Note: This form is for use of Rye Town Park Facilities Other Than The Normal Pavilion or Beach Barbecue Rentals

NY RANGERS 2016 - 5K Event Rye - V1





# CITY COUNCIL AGENDA

NO. 18

DEPT.: City Manager's Office

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Consideration of request by the Recreation Department to hold their 40<sup>th</sup> annual Turkey Run on Thanksgiving Weekend.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Council approve the request.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The City Manager's Office received a request from the Recreation Department to hold their 40<sup>th</sup> annual Turkey Run event on Saturday, November 26, 2016. The race is scheduled to run from 9:00 am to 11:30 am and will start and end at Rye Recreation on Midland Avenue.

See attached.



## CITY OF RYE

Department of Recreation  
281 Midland Avenue  
Rye, NY 10580  
(914) 967-2535  
Fax (914) 967-5521

Superintendent  
SALLY ROGOL

Commission Chair  
BART DINARDO

September 13, 2016

Mr. Marcus Serrano  
City of Rye  
1051 Boston Post Rd.  
Rye, NY 10580

Dear Marcus Serrano,

Rye Recreation is planning on running our annual Turkey Run Road Race. This year the event will be on Saturday, November 26<sup>th</sup>, 2016. The race is scheduled to run from 9-11:30 AM, and will both start and end at Rye Recreation Park on Midland Avenue.

I plan on working with Rye Police in regards to any assistance we may need in regards to traffic and safety during the event.

Rye Recreation looks forward to once again running a successful and safe event. We get tremendous support from the community and the businesses here in Rye. If you have any questions regarding the race, please do not hesitate to contact me at 914-967-2125. I thank you for your support.

Sincerely,

*Doug Scott*

**Doug Scott**  
**Rye Recreation**  
**(914)967-2125**





# CITY COUNCIL AGENDA

NO. 19

DEPT.: City Manager

DATE: October 5, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Consideration of a request by the Rye Merchants Association to close a portion of Purchase Street on Sunday, November 27, 2016 from 10:00 a.m. to 3:00 p.m. for the *Mistletoe Magic* event.

**FOR THE MEETING OF:**

October 5, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council consider granting the request.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

The Merchants Association is requesting the Council authorize the closing of Purchase Street for its annual Mistletoe Magic event to be held this year on Sunday, November 27, 2016 from 10:00 a.m. to 3:00 p.m.

See attached request.



September 21, 2016

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

Re: Rye Chamber of Commerce "Mistletoe Magic"

Dear Mr. Serrano:

On behalf of the Rye Chamber of Commerce, I am writing to request permission from the City for use of city streets on **Sunday, November 27, 2016** for the Mistletoe Magic event. Specifically, we are requesting that Purchase Street be closed from the Square House north to Purdy Avenue from the hours of 10 a.m. to 3 p.m.

Our members will be providing entertainment with costumed characters, Rye Art Center children's musical ensembles, strolling carolers, a horse and buggy ride and assorted refreshments and arcade games and more.

If approved, I understand we must coordinate logistics with the Rye City Police Department. An insurance certificate will be provided upon approval.

Thank you in advance for your consideration.

Very truly yours,

Margaret Ann Ricketts