CITY OF RYE

NOTICE

There will be a regular meeting of the City Council of the City of Rye on Wednesday, November 2, 2016, at 7:30 p.m. in Council Chambers at City Hall. *The Council will convene at 6:30 p.m. and it is expected they will adjourn into Executive Session at 6:31 p.m. to discuss litigation.*

AGENDA

1. Pledge of Allegiance.

2. Roll Call.

3. General Announcements.

4. Draft unapproved minutes of the regular meeting of the City Council held October 19, 2016.

5. Issues Update/Old Business.

6. 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.

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

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

9. Consideration to set a Public Hearing for November 16, 2016 for a 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.

10. Consideration to set a Public Hearing for November 16, 2016 and referral to the Board of Architectural Review for a Special Permit Application submitted by T-Mobile Northeast LLC ("T-Mobile") for modifications to its existing wireless telecommunications facility located at 66 Milton Road.

11. Resolution to appropriate $500,000 from the General Fund, Unassigned Fund Balance to the Hewlett Pump Station Project for improvements to the sewer infrastructure.
    Roll Call.

12. Bid Award for the Hewlett Pump Station contract (Contract #2016-15).
    Roll Call.

13. Resolution to appropriate $200 from the Rye Senior Advocacy Commission funds to the Rye Interfaith Corporation for the Taxi Voucher Program.
    Roll Call.

14. Consideration of the proposed new Rules and Regulations of the City of Rye Police Department General Order #114.9 regarding a Continuity of Operations Emergency Preparedness Plan.

15. Consideration of the proposed new Rules and Regulations of the City of Rye Police Department General Order #119.6 regarding a Visitor Log and Procedure Policy.

16. Miscellaneous communications and reports.

17. New Business.

18. Adjournment.

* *

The next regular meeting of the City Council will be held on Wednesday, November 9, 2016 at 7:30 p.m. including the Presentation of the 2017 Budget. The City Council will hold Budget Workshops on Monday, November 14, 2016 and Wednesday, November 16, 2016 beginning 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 under “RyeTV Live”.

* Office Hours of the Mayor by appointment by emailing jsack@ryeny.gov or contacting the City Manager’s Office at (914) 967-7404.

CITY COUNCIL AGENDA

NO. 4 DEPT.: City Clerk DATE: November 2, 2016

CONTACT: Carolyn D'Andrea, City Clerk

AGENDA ITEM Draft unapproved minutes of the regular meeting of the City Council held October 19, 2016.

FOR THE MEETING OF:
November 2, 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 October 19, 2016, as attached.

DRAFT UNAPPROVED MINUTES of the Regular Meeting of the City Council of the City of Rye held in City Hall on October 19, 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

ABSENT:

None

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

Councilman McCartney wished everyone a Happy Yorktown Day. On the Rye Golf Club front, he announced that the competitive season came to an end with a closing event on Sunday, October 16, 2016. Councilman Mecca congratulated Councilman McCartney and his team on their big win for the closing event. Councilman McCartney also announced that several capital projects are underway at the Golf Course. The greens expansion and drainage projects have begun. On the Rye Recreation front, the Halloween Window Painting was held with over 1,000 children painting. He thanked the Recreation Department for running such a successful event. Councilman McCartney also announced that the 40th Annual Turkey Trot will be held November 26, 2016. Participants may register online until November 22, 2016, and following will be able to register in person. Movie Night will be October 22, 2016.

Councilwoman Killian encouraged residents to talk to their children about substance abuse issues. She highlighted the recent tragic events surrounding the consumption of heroin and fentanyl. She also announced that it was the anniversary of Black Monday.

Councilwoman Bucci announced that the Rye Team won the Westchester County Battle of the Books.

Councilman Mecca stated that the Fire Department just finished Fire Prevention Week, in which they visited 1,900 children. This year's theme focused on smoke detectors and the need to replace them every ten years. He asked that residents look at the date located on the back of their fire detectors. He stated that any questions about smoke detectors and batteries may be directed to the Fire Department at (914) 967-4530.

Mayor Sack thanked Deputy Mayor Killian for her comments about substance abuse. He recognized the terrible accident regarding the young woman who lived in Rye and the young man who died in White Plains recently. Young people may not think twice about drinking and drugs and their actions, such as driving under the influence. It is a difficult conversation to have but very needed.

Mayor Sack announced that last week, City Manager Serrano and Assistant City Manager Militana hosted a delegation of mayors from Japan. It was a wonderful and educational experience.

Mayor Sack recognized the great work of Rye TV, the cable committee that produces community content and is a great addition to the City of Rye. Councilwoman Killian also thanked Rye TV for their hard work.

4. Draft unapproved minutes of the regular meetings of the City Council held October 5, 2016.

Councilman McCartney recommended an amendment to Page 11 to Mr. Tuypens' comments, to reflect a statement of "2 to 6%," rather than "6 to 8%."

Councilman McCartney made a motion, seconded by Councilman Mecca and unanimously carried, to adopt the minutes as amended for the regular meeting of the City Council held October 5, 2016.

5. Issues Update/Old Business.

- Update from the City Manager on the Water Emergency

City Manager Serrano provided an update on the recent Water Emergency that was declared by the City of Rye. The restrictions on irrigation are still in place. The reservoir currently needs 12 inches of rain and there is no positive update to report. He asked that residents work with the City to comply with the regulations.

Mayor Sack encouraged residents to comply with the regulations and stated that the City will be enforcing the regulations.

Councilwoman Hurd asked about an update of the City's Master Plan. Mayor Sack responded that the City Planner is drafting an RFP. When that is finalized, the Council will be able to vote and take action on it.

6. 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, provided an update to the City Council. Procedurally, he stated that Crown identified some changes to the node application. There would be 64 total attached to all existing Con Edison poles. New pole structures are no longer being proposed. Mr. Fisher stated that they have received correspondence from the City Manager asking that Crown submit more information on the SEQRA review. He discussed plans and specifics of SEQRA. He stated that larger cabinet installations would not have an adverse impact. Mr. Fisher said that there was also a request about linear nodes and further about noise information. Mr. Fisher distributed a packet response addressing the issues within the City Manager's letter.

Council Wilson stated that City Manager Serrano wrote a letter to Crown Castle and its attorney on the SEQRA review. She said that there were several information requests to assist the Council in the analysis to declare a positive or negative declaration.

Mayor Sack asked that the City's letter request be placed on the website for review.

Mr. Fisher stated that he prepared correspondence as directed by Crown Castle.

Esme Lombard, Crown Castle, made a presentation to the Council. She stated that anything in the presentation will be a part of the information on the City's website. She showed photos of a proposed antenna. She also stated that site plans will be a part of the package given to the Council. She stated that all proposals would conform with NYS Building Codes.

Mr. Fisher stated there will be 37 pole top attachments and 27 "com zone" antennae. Ms. Lombard stated that the attachments would be at different heights on the poles.

Councilwoman Hurd asked about the smaller installations. Ms. Lombard showed what she described as an accurate depiction of an existing site within Rye, installed in 2011, which is a smaller box. She demonstrated the difference to between the larger box and the smaller box in her presentation. She stated there are 64 photos of the exact proposed nodes throughout the City. She demonstrated a few examples of the proposed nodes.

Councilwoman Hurd asked if Crown Castle confirmed that each pole was suitable for use. Ms. Lombard confirmed that an analysis of the poles identified that they are structurally sound.

There was a five minute recess.

Mayor Sack introduced Joseph Van Eaton, Best Best & Krieger, counsel for the City of Rye, and Lee Afflerbach, Professional Engineer of Columbia Telecommunications, retained on behalf of the City.

Mr. Van Eaton introduced himself and Mr. Afflerbach. He stated that he would like to present what has been done with regard to this application. Mr. Afflerbach stated that he has had extensive experience with regard to telecommunications. He stated that the application is in full compliance with the FCC regulations. He said that this is an unusual situation, as a high percentage of Rye is located in residential zoning, which can be problematic. He stated that he is looking at the same types of applications in other municipalities. The same questions have been raised elsewhere. He stated that there is a market for fast technology which, from an engineering standpoint, would support the need proposed. He also said that 5G technology is not far off and that Google is also looking at wireless needs. He stated that his job was to look at the situation currently, and in the future.

Mr. Van Eaton stated that he specializes in Federal law, and has extensive background in challenging the FCC rules. He said that unfortunately, the federal government has the sense that everything should be wireless. The communities across the country have had to deal with a realistic understanding of engineering, the laws, and the protection of communities.

Mr. Van Eaton discussed various types of wireless facilities such large towers versus small cells. DAS is another type of facility, which is the subject of this application. DAS is an integrative set of antennae. The industry is trying to deliver massive amounts of data effectively. The major target area of these nodes is within the right-of-way. By placing the nodes within the right-of-way, the technology can reach more people. He identified different DAS nodes and aesthetics being proposed throughout the country. He referenced legislation in other communities that help to regulate the right-of-way further than today's regulations, but still in conformance with federal regulations. He discussed communities' needs generally concerning the right-of-way. He then discussed communities' needs to maintain infrastructure that is aesthetically pleasing. Mr. Van Eaton said that the question is whether the City can come up with a solution to deal with the expansion of wireless within the right-of-way that also protects the municipality. Many times DAS systems are needed in areas with complicated topography, or lots of trees. He stated that there are confirmed studies on decreased property value with relation to larger towers, which are different than DAS nodes.

There was discussion from the public audience and Mr. Van Eaton with regard to small cell towers and priority placement. A member of the audience asked if there were any federal regulations regarding the fees to use the right of way. Mr. Van Eaton explained that the federal regulations require that the fees are "reasonable." However, the reasonableness standard remains an unsettled issue. Mr. Van Eaton said that the other issue is whether there is a State law on the issue. Mr. Van Eaton stated that there is a question about whether you can be charged to use the right-of-way. He said that fees may might be struck down if they are being used to deter someone from using the right-of-way. Joshua Cohn, Rye resident, asked if the DAS nodes are only a temporary solutions due to the impending 5G. Mr. Afflerbach stated that the poles would not be just a temporary solution.

Mr. Van Eaton added that the technology of 1G, 2G, etc. would not become obsolete as they will continue to work. Mr. Van Eaton stated that the City cannot decide the "gap in coverage." In continuing his presentation, he discussed the regulations required with respect to the right-of-way use agreement and the options that the City has. The City has moved to enforce its rights under the RUA. He said that the City Manager has put Crown Castle on notice of possible violations of the right-of-way use agreement, in that Crown Castle promised to allow Verizon to place facilities in the City's right-of-way, there was a failure to examine alternative municipal facilities, and also notified Crown Castle that it may not install facilities under the "30 day rule." The City is conducting a reasonable review of facilities for each site, such as the property value issue that has been raised by residents. Mr. Van Easton said that there is also a concern on whether the installation could grow above what is currently being proposed. He discussed the noise issue, aesthetics, and that currently a site may be expanded as of right. He also discussed the remaining SEQRA issues and what type of declaration that could be made.

Mr. Van Eaton discussed Chapter 196 of the City Code. He said that there is a federal standard that determines when federal law preempts a local law that would otherwise apply. The issue of gaps in coverage must be considered seriously. The gaps occur within the residential areas. He said that they hope to put the City in a positon to adopt policies to apply to the current City Code Chapter 196 and SEQRA issues.

There was discussions about bandwidth. There was also discussion about municipal owned facilities, such as traffic lights. Trish Agosta, Rye resident, asked about the public sentiment across America regarding the placement of nodes within residential areas. Mr. Van Eaton explained that each municipality has different needs. Ms. Agosta stated that she would like to see more options explored.

There was general discussion about federal law versus State law and the New York State Public Service Commission.

Mayor Sack thanked Mr. Van Eaton for his presentation.

Edward Collins, 93 Grace Church Street, thanked the Council and Mayor for their dedication and time to the City. He made a statement to the Council against the application, stating concerns about aesthetic and property values. He felt skeptical about Verizon's strategies and the 2011 right-of-way use agreement.

Mayor Sack again thanked Joe Van Eaton and Lee Afflerbach for their presentation. He stated that the community may need some time to absorb the information.

Marci Raab, 14 Grace Church Street, read a statement from Paul Shamberg, Rye resident and architect. The letter spoke about the City of Rye and aesthetics with regard to character of the neighborhoods. Ms. Raab added that she has been a resident for 20 years. She said that while a DAS node is not being proposed in front of her home, she is concerned about the aesthetics and character of Rye.

Sam Burruano, 290 North Street, cited a statement that was made from the time of the Oyster Bay Bridge and compared it to this issue. He asked that the Council support those residents who are against the application and again likened this situation to the proposed Oyster Bay Bridge.

Mary Iles, 80 Stuyvesant Avenue, read a letter from Douglas Wilk, Rye architect. The letter spoke about aesthetics and was against the application. Ms. Iles added that she was concerned about the noise of the nodes.

Michele Flood, 50 Orchard Lane, stated that she was a real estate agent in Rye and involved in the community. She stated that she understands what drives sales and was concerned that approval of the application, as it may diminish property values.

Ariel Eckstein 19 Hix Avenue, stated that he has worked for internet companies. He stated he was against the proposal and would not have purchased his home if it was near a DAS node.

James Alban-Davies 211 Kirby lane, addressed the Council. He stated he has lived in Rye for 33 years and that he loves the community. He stated that if any member of the Council would vote in favor of the application, he would want them to do so publicly. He asked the Council to support the residents. He thanked Emily Hurd for making sure the residents were apprised of the issue and gathering them to the meetings.

Dan Richman, Zarin and Steinmetz, retained counsel for private residents, stated that their clients ask that all issues be open to the public. He discussed SEQRA and stated that the essential function of SEQRA is to promote the consideration of reasonable alternatives. He is hopeful that the alternatives are strongly considered. He is also hopeful that the SEQRA considers aesthetic impacts and impact on the neighborhoods. He felt that the nodes will negatively impact the aesthetics of the City. He expressed concern over the future of the poles and negative aesthetics. He referenced his September 6, 2016 letter and October 5, 2016 letter that he submitted to Crown Castle and the City. He stated that the shot clock would not apply and that the SEQRA timeline preempts all other timelines.

Mayor Sack asked Mr. Richman to explain his analysis of the situation after listening to Mr. Van Eaton's presentation. Specifically, while a node can be placed on a traffic light or on the highway, this may not reach residents or areas with gaps in coverage. Given that, and given that this utility is permitted to fill gaps on coverage, the Mayor asked Mr. Richman where that leaves his own analysis. Mr. Richman said that there's not been an argument made on a gap in coverage, but rather that there is a capacity issue. However, he stated that he wants the alternative means to be explored.

Steve Agosta, 4 Ridgewood Drive, stated that he was there to address Mr. Mecca's request that Rye residents provide proof of their arguments to the Council so that the Council may use the information within their analysis. He objected to the request. He stated that he felt there was substantial evidence from the community during the public hearing to deny the application. He discussed the public hearing and the residents' comments at length.

Chris Fisher stated that the letter submitted to the Council addressed many of Mr. Richman's comments. Concerning SEQRA, he encouraged the Council to look at the complete Type II list. Mr. Fisher argues that Crown Castle is exempt from SEQRA review. However, the City needs to do the SEQRA analysis and ascertain the severity of impact under Parts II and III of the form. He said that many of the arguments that Mr. Richman has made were inaccurate, specifically with regard to his statement that SEQRA requires an analysis of alternatives. He further stated that the only question of SEQRA before the Council is the impact of placing DAS nodes on the proposed existing utility poles. He further discussed his disagreement with Mr. Richman's statements.

Mayor Sack said that with regard to process, the Council must make a determination with regard to SEQRA. There was discussion about making a determination earlier than mid-November, now that the City has the information from the applicant. Corporation Counsel Wilson stated that the City should take the time to review the document provided.

Chris Fisher stated that the Crown Castle would be agreeable to extend the shot clock to December 21, 2016. He asked that the City Council be prepared to make a SEQRA determination in November. He felt that the Council had adequate information to make a determination.

Councilman Mecca made a motion, seconded by Councilman McCartney and unanimously carried, to adjourn the issue to November 2, 2016.

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

There was nothing discussed under this agenda item.

8. Authorization for the City Manager to enter into an Intermunicipal Agreement with the County of Westchester Department of Public Works and Transportation for Bus Passenger Shelters.

City Manager Serrano explained that this resolution would allow the County to maintain one shelter at the train station.

Councilman Mecca made a motion, seconded by Councilman McCartney and unanimously carried, to authorize the City Manager to enter into an Intermunicipal Agreement with the County of Westchester Department of Public Works and Transportation for Bus Passenger Shelters.

8A. Resolution to amend the 2016 Adopted Fees and Charges for the Rye Boat Basin Enterprise Fund.
Roll Call.

Councilwoman Hurd explained that the Boat Basin is closing a successful season with a new supervisor, but one challenge is finding contractors to help get boats out of the water. She recommended delaying the penalties of boat removal until December 1, 2016.

Councilman Hurd, seconded by Councilman McCartney, made a motion to amend the Adopted Fees and Charges for the Rye Boat Basin Enterprise Fund, extending the time to require boats to be removed from the water to December 1, 2016.

ROLL CALL

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

9. Acceptance of donation to the Rye Police Department from the Potter family in the amount of One Thousand ($1,000.00) Dollars.
Roll Call.

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

WHEREAS, the Potter family desires to donate One Thousand ($1000) Dollars to the Rye Police Department; and

WHEREAS, the fiscal 2016 General Fund budget did not anticipate these donations; now, therefore be it

RESOLVED, that the City Council of the City of Rye accepts the aforementioned donations; and be it further

RESOLVED that the City Comptroller is authorized to amend the fiscal 2016 General Fund budget as follows: Increase Deferred Revenues - Police Donations $1,000.00

ROLL CALL

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

Mayor Sack asked City Manager Serrano to notify the Potter family as to how the money is spent.

10. Miscellaneous communications and reports.

There was nothing discussed under this agenda item.

11. New Business.

There was nothing discussed under this agenda item.

12. Adjournment.

There being no further business to discuss, Councilman Mecca made a motion, seconded by Councilman McCartney and unanimously carried, to adjourn the regular meeting of the City Council at 11:20 P.M.

Respectfully submitted,

Carolyn E. D'Andrea
City Clerk

CITY COUNCIL AGENDA

NO. 5 DEPT.: City Council DATE: November 2, 2016

CONTACT: Mayor Joseph A. Sack

AGENDA ITEM: Issues Update/Old Business

FOR THE MEETING OF:
November 2, 2016

RYE CITY CODE,
CHAPTER
SECTION

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

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

CITY COUNCIL AGENDA

NO. 6 DEPT.: City Manager DATE: November 2, 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:
November 2, 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 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%** ~~10%~~ of the average of the gross annual budget of the city for the preceding three years shall be adopted by a vote of at least five members of the council and shall be subject to the approval of a majority of the qualified voters voting at a general or special election.

B. ~~All bond resolutions, except as hereinafter provided, authorizing the issuance of bonds in excess of **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%** 10% 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 **30%** ~~**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. All bond resolutions, except as hereinafter provided, authorizing the issuance of bonds in excess of One Million Dollars ($1,000,000) for the acquisition of real property 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.

E. 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.

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 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 $2,5000,000. 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.

G. 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. 7 DEPT.: City Manager DATE: November 2, 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:
November 2, 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

CUDDY +FEDER LLP

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).

CUDDY +FEDER LLP

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 13th 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.

Part 1 - Project and Sponsor Information

Name of Action or Project:
Crown Additional Equipment Specification & Additional Utility Pole/Attachment Locations

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:	Telephone: 203-919-0896
Crown Castle NG East LLC (f/k/a NextG Networks of NY, Inc.)("Crown")	E-Mail: Esme.Lombard.Vendor@crowncastle.com

Address: 131-05 14th Avenue

City/PO:	State:	Zip Code:
College Point	NY	11356

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3.a. Total acreage of the site of the proposed action? _____ acres
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

N/A - All work in City ROW which is previously disturbed

4. Check all land uses that occur on, adjoining and near the proposed action.
☑ Urban ☑ Rural (non-agriculture) ☑ Industrial ☑ Commercial ☑ Residential (suburban)
☑ Forest ☑ Agriculture ☑ Aquatic ☑ Other (specify): _____
☑ Parkland 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.

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations? New poles and pole attachments in City ROW not subject to zoning	☐	☐	☑
b. Consistent with the adopted comprehensive plan? Telecommunications use of ROW not in 1985 plan	☐	☐	☑

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? New poles and pole attachments consistent with other utility infrastructure (transformers, wifi antennas, Fios boxes, etc)	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES
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.	☐	☑
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES
	☑	☐
b. Are public transportation service(s) available at or near the site of the proposed action? Yes, but N/A - project has no occupancy	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action? same	☐	☑
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES
If the proposed action will exceed requirements, describe design features and technologies: Project does not involve any habitable or occupiable structures for purpoes of the state energy code. All construction is done in accordance with utility company tariffs and electrical code standards	☐	☑
10. Will the proposed action connect to an existing public/private water supply?	NO	YES
If No, describe method for providing potable water: N/A - no water supply required	☑	☐
11. Will the proposed action connect to existing wastewater utilities?	NO	YES
If No, describe method for providing wastewater treatment: N/A - no wastewater supply required	☑	☐
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? No utility pole location is known to be listed on the State or National Register of Historic Places	☑	☐
b. Is the proposed action located in an archeological sensitive area? No utility pole location is known to be in an archeological sensitive area	☑	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? City streets may adjoin areas of wetlands or waterbodies as shown on the DEC Environmental Mapper	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: All improvements are proposed on utility poles with no at grade encroachment into any adjacent wetland or waterbody.		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☑ Urban ☑ Suburban City streets

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? City streets	☑	☐
16. Is the project site located in the 100 year flood plain? All improvements are above grade on utility poles	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,		
a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?		
If Yes, briefly describe: ☐ NO ☐ YES		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Crown - by Esme Lombard Date: June 23, 2016

Signature:

PRINT FORM

Agency Use Only [If applicable]

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?	☐	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☐	☐
3. Will the proposed action impair the character or quality of the existing community?	☐	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☐	☐
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?	☐	☐
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?	☐	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☐	☐
b. public / private wastewater treatment utilities?	☐	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☐	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☐	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☐	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☐	☐

PRINT FORM

Agency Use Only [If applicable]

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


4/8/2016
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
CROWN CASTLE
N197
N223
N219
N218
N222
N221
N211
N208
N203
N216
N207
N198
NYD6380
N206
N192
N199
N196
ODAS_WEST_N16
N193
NYD6387
N194
N226
N195
NYD6386
N227
N228
N229
N234
N231
N235
N250
N252
NYD6381
NYD6385
N236
N237
N240
N233
N242
NYD6383
N253
N254
N256
Westchester County
N239
N255
N258
NYD6384
N257
N263
Village of City of Rye
N286
N266
N262
N268
N280
N264
N247
N272
NYD6382
N259
N261
N267
N248
N269
N265
N260
N270
N249
N274
N281
N271
N276
N289
N275
N277
N278
N279
N285
N287
N284
N288
N283
N282
Rye
Greenhaven
Milton

CROWN CASTLE

Pole Top 3

4/7/15

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 entranc
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 Poles 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	40.965131	-73.686488	444 Milton Rd
Rye_2	ODAS_WEST_N254	Rye_2_029	8	Wood Pole Top	40.965159	-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	40.948598	-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	Philips 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.

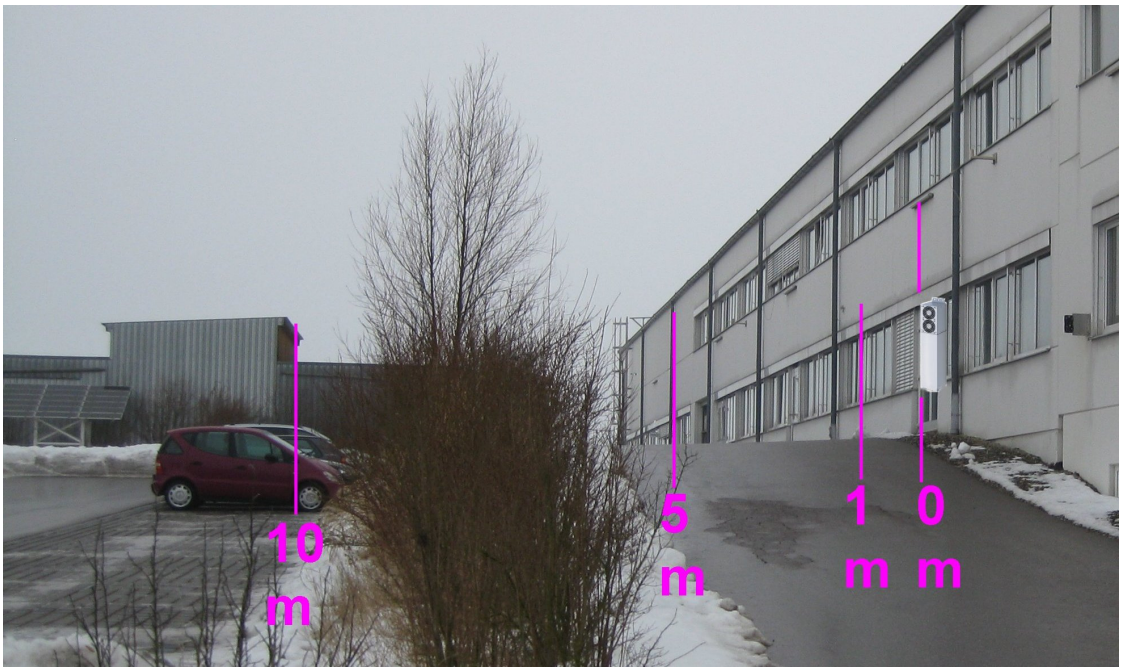
2 Test Setup

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 measurments 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 accoustic 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 ±2 dB.

Indoor measurement setup.



Outdoor measurement setup.

3 Measurment Results

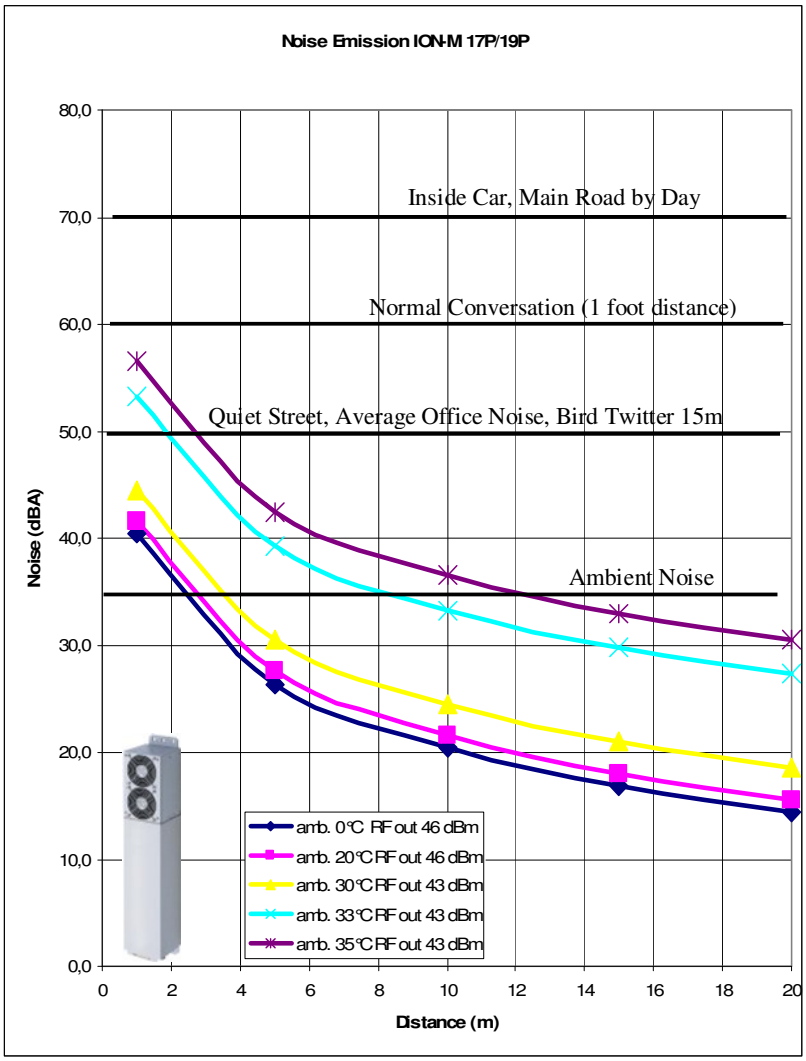
The differences between measurements with a shroud and without is +0.8 / -0.3 dBA and are in the same region as the measurement uncertainty of the noise measurement device. Therefor data from measurements without shroud are good approximations for measurements with shroud and vice versa.

The following graph shows the sound presure 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 curves is the upper limit of noise emission from one ION remote unit.

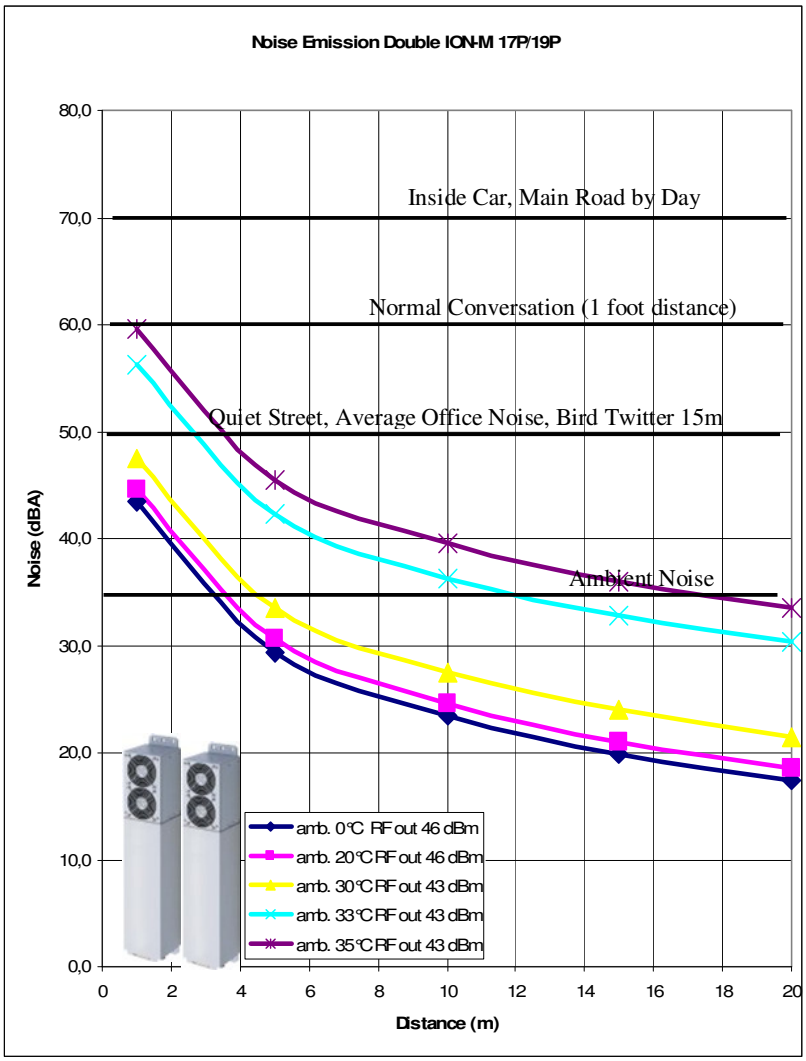
The lower curve (0°C and 46dBm output power) represents the noise emission for the lowest fan speed, i.e. it represents the lowest possible noise from the remote unit.

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

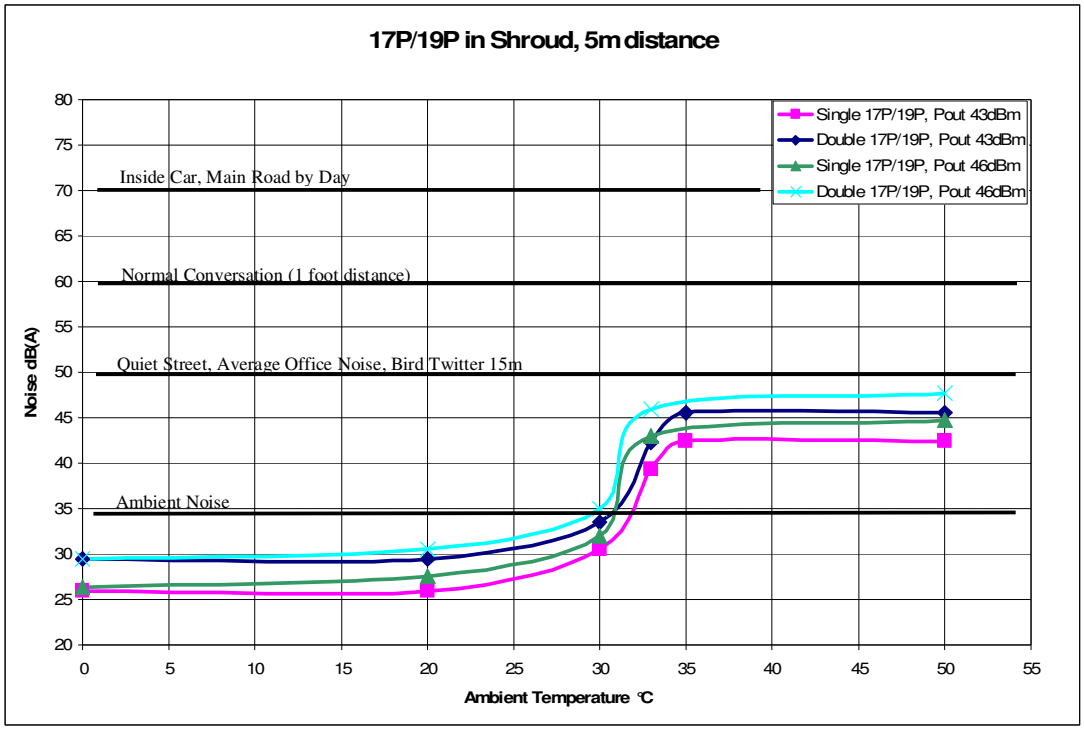
From the graph it can be seen that the crossing of the upper curve (fan runs on 100% speed) with the ambient noise floor is at 12m distance. At that point the noise of an ION remote unit should not be detectable for a person. That should be the same for a remote unit in a shroud.


Noise Emission ION-M 17P/19P
Inside Car, Main Road by Day
Normal Conversation (1 foot distance)
Quiet Street, Average Office Noise, Bird Twitter 15m
Ambient Noise
Noise (dBA)
Distance (m)
amb. 0°C RF out 46 dBm
amb. 20°C RF out 46 dBm
amb. 30°C RF out 43 dBm
amb. 33°C RF out 43 dBm
amb. 35°C RF out 43 dBm
80,0
70,0
60,0
50,0
40,0
30,0
20,0
10,0
0,0
0
2
4
6
8
10
12
14
16
18
20

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.



The following graph displays the noise measuremnts 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 arround 30°C (hot summer day).



4 References

How loud is dangerous?
Typical dbA levels

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
	Threshold of pain, above this fast-acting hearing damage in short action is possible
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
	Over a duration of 40 hours a week hearing damage is possible
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	**Bad risk of heart circulation disease at constant impact is possible**
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	**Distraction when learning or concentration is possible**
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/TableOfSoundPressure Levels.htm

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

In 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

Table of Contents

I. Executive Summary

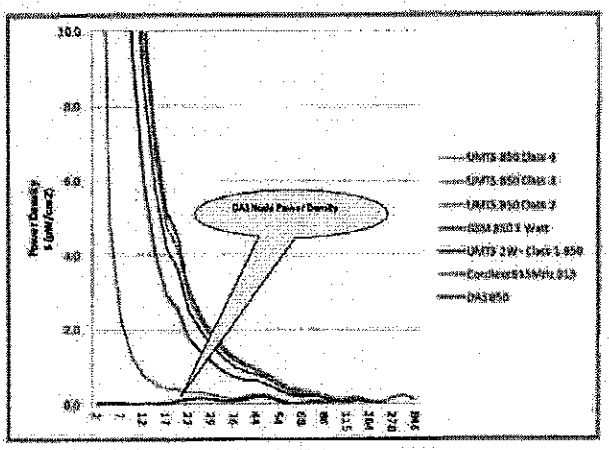
The power density calculations for DAS nodes as calculated in this report represent the absolute maximum power. In the real world, the power density produced by DAS node are substantially lower than the levels show in Exhibits 3.2 and 3.3. The reason for lower levels is that other factors, such as foliage, 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:

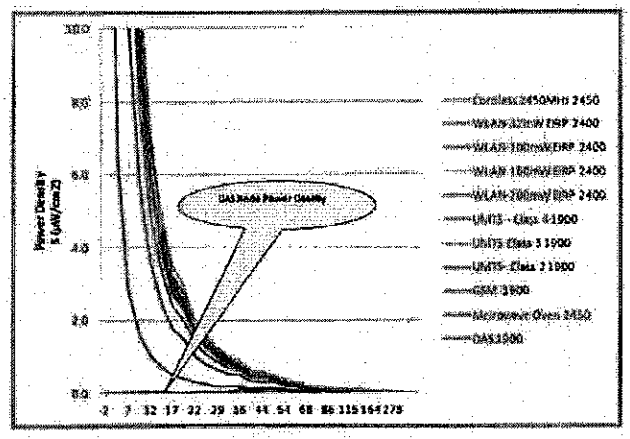
(a) meets the FCC's maximum permissible exposure,

(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)[1], including both radio frequency (RF)[2] 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)[3] to X-rays and gamma rays, which have very high frequencies and correspondingly short wavelengths (ionizing[4]). 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.

---

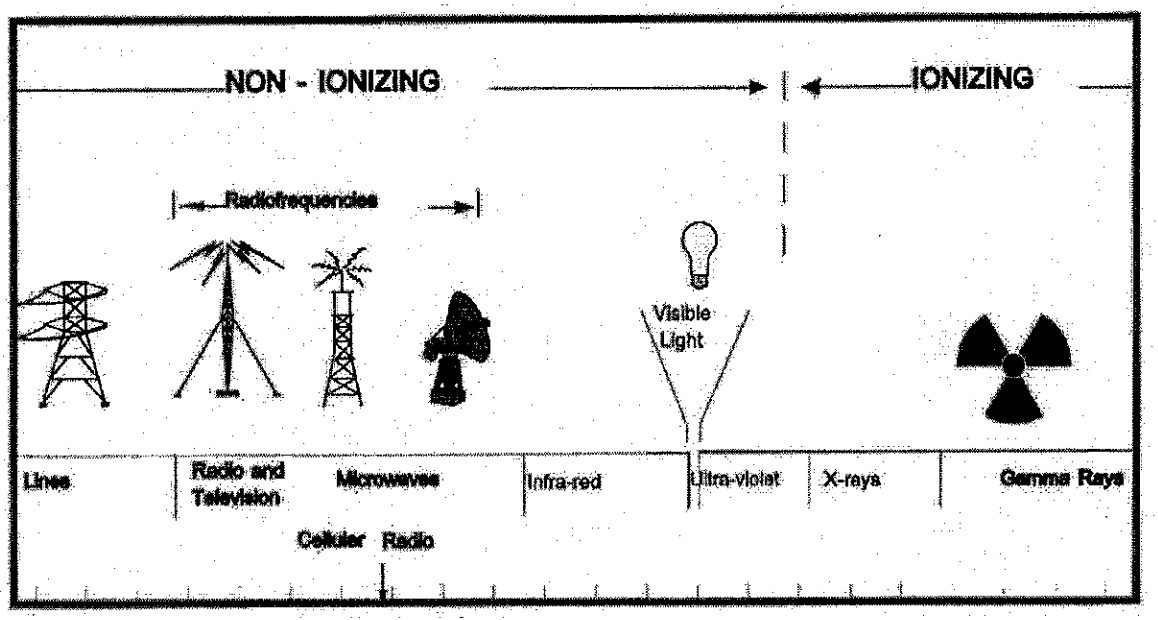
1 - Electromagnetic Radiation (EMR) is defined as the propagation of energy through space in the form of waves or particles.

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

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

4 - 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[5], 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

[5] - 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)[6] and general population (uncontrolled)[7]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)[8] limits adopted by the FCC in 1996[9] are shown in Exhibits 2.1 and 2.2.

---

[6] - 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.

[7] - 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.

[8] - 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

[9] - 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^2)	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	($900/f^2$)*	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

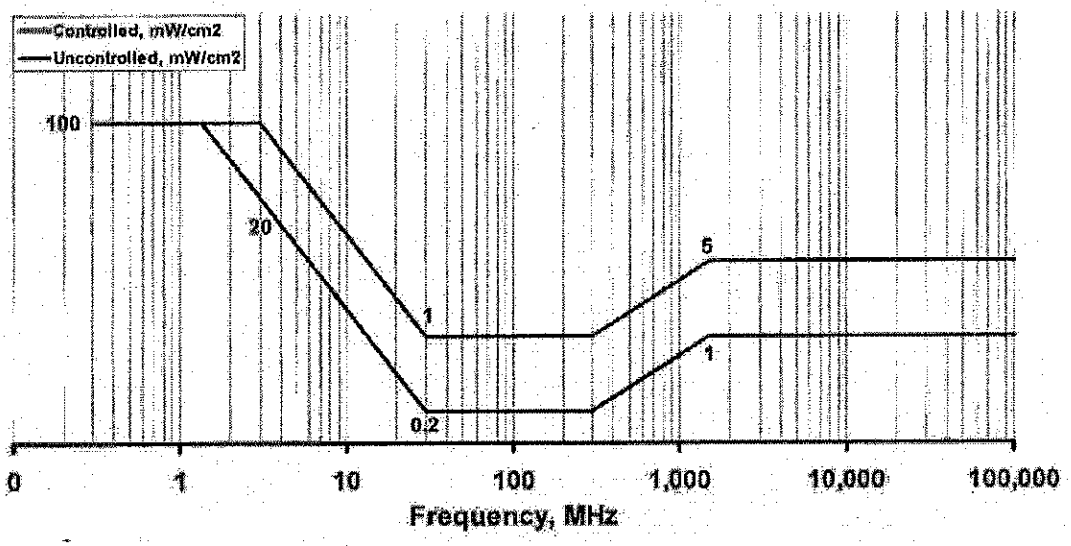
Band	Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm^2)	Averaging Time |E|, |H| or S (minutes)
1	0.3-1.34	614	1.63	(100)*	30
2	1.34-30	824/f	2.19/f	($180/f^2$)*	30
3	30-300	27.5	0.073	0.2	30
4	300-1500	--	--	f/1500	30
5	1500-100,000	--	--	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^2 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^2) or microwatts (one millionth of a watt) per square centimeter ($\mu W/cm^2$).

3. Theoretical RF Field Calculations for DAS Node

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

The calculations are based on the following information:

i. Effective Radiated Power (ERP) in Watts

ii. Antenna height above ground level (AGL) in meters

iii. Antenna vertical radiation pattern[10] (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:

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

Where: S = Power Density in $\mu W/cm^2$
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:

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

[10] - 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 μW/cm^2				
Depression Angle (Degree)	**Gain (dB)**	**Horizontal Distance (ft)**	**Power Density S (μW/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	-0.26	846	0.094	1.60%
0	0.00	oo	<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-T0M Antenna (typical), DAS Node Height 50 feet AGL General Population MPE = 1000 μW/cm^2				
Depression Angle (Degree)	**Gain (dB)**	**Horizontal Distance (ft)**	**Power Density S (μW/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.

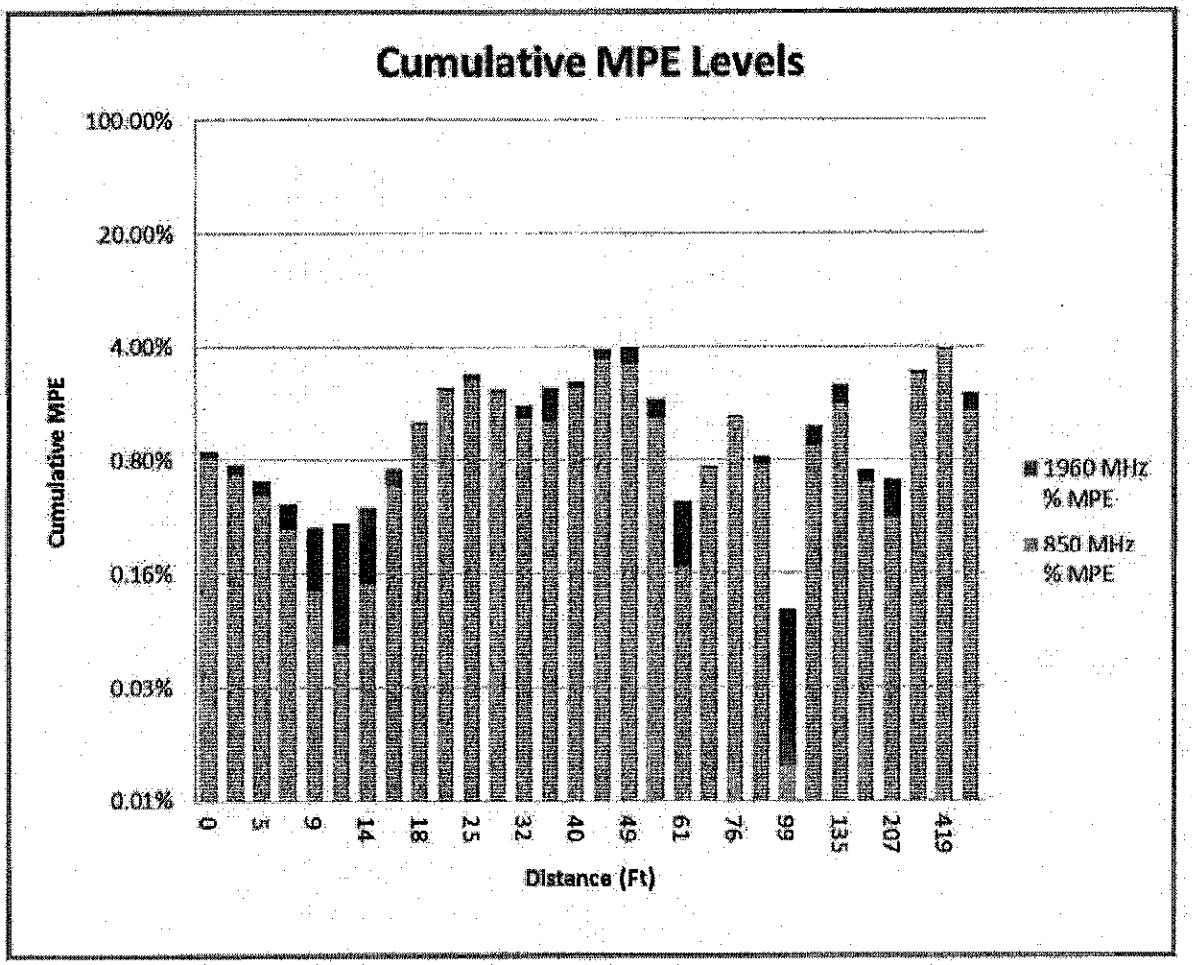
Exhibit 3.3 - Theoretical Cumulative %MPE Calculation for a DAS Node

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^2 with test load, and
- 5.0 mW/cm^2 without test load.

Moreover, the U.S. Food and Drug Administration (FDA)[11] 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^2) 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^2	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

[11] - 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 ($\mu W/cm^2$)**
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 (μW/cm²)**
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 ($\mu W/cm^2$)**
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 (μW/cm²)**
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 (μW/cm²)**
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 (μW/cm²)**
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 ($\mu W/cm^2$)**
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 160 mW	23 dBm 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 10.0 mW 4.0 mW 3.2 mW	15 dBm 10 dBm 6 dBm 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 (μW/cm²)**
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 (μW/cm²)**
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 ($\mu W/cm^2$)**
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 ($\mu W/cm^2$)**
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 (μW/cm²)**
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

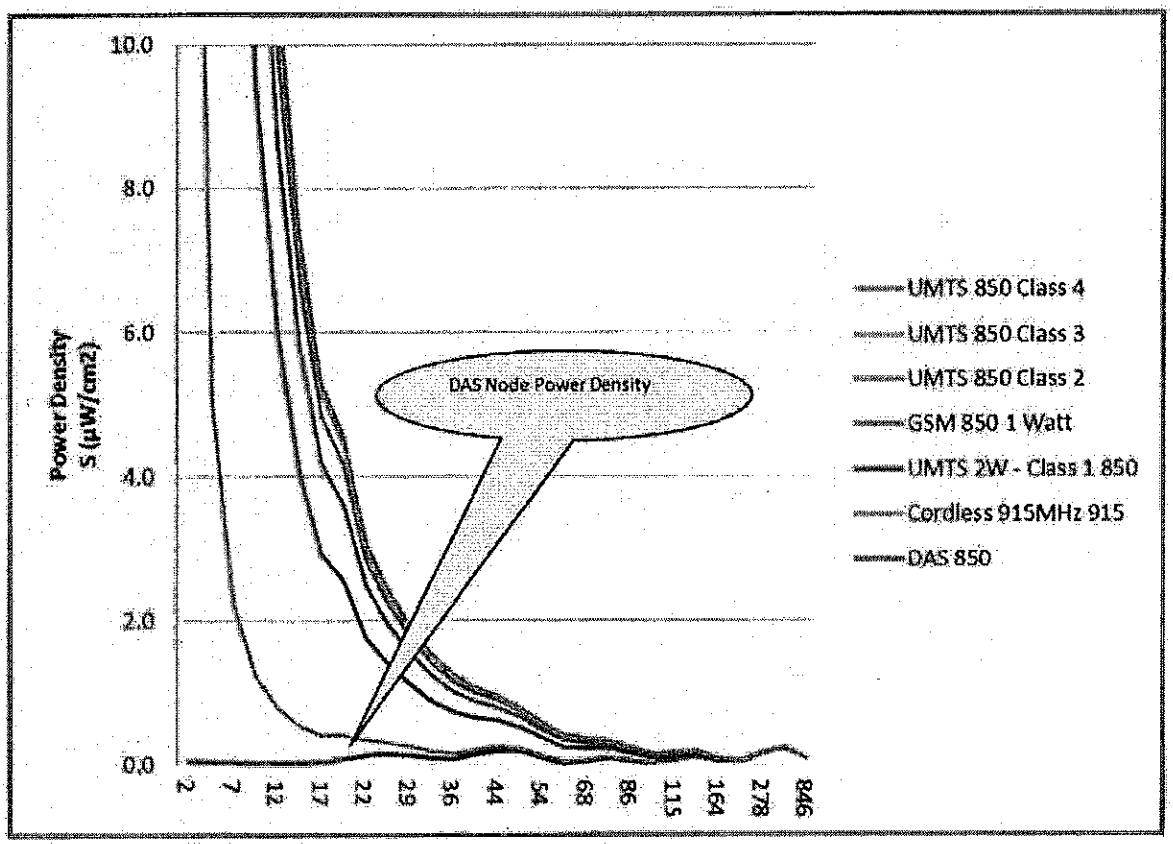
Exhibit 4.4.3- Power Density Calculations for Typical 2100 MHz Cordless Phones

ERP = 0.2 Watts @ F = 2459 MHz	
Horizontal Distance (ft)	**Power Density S ($\mu W/cm^2$)**
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

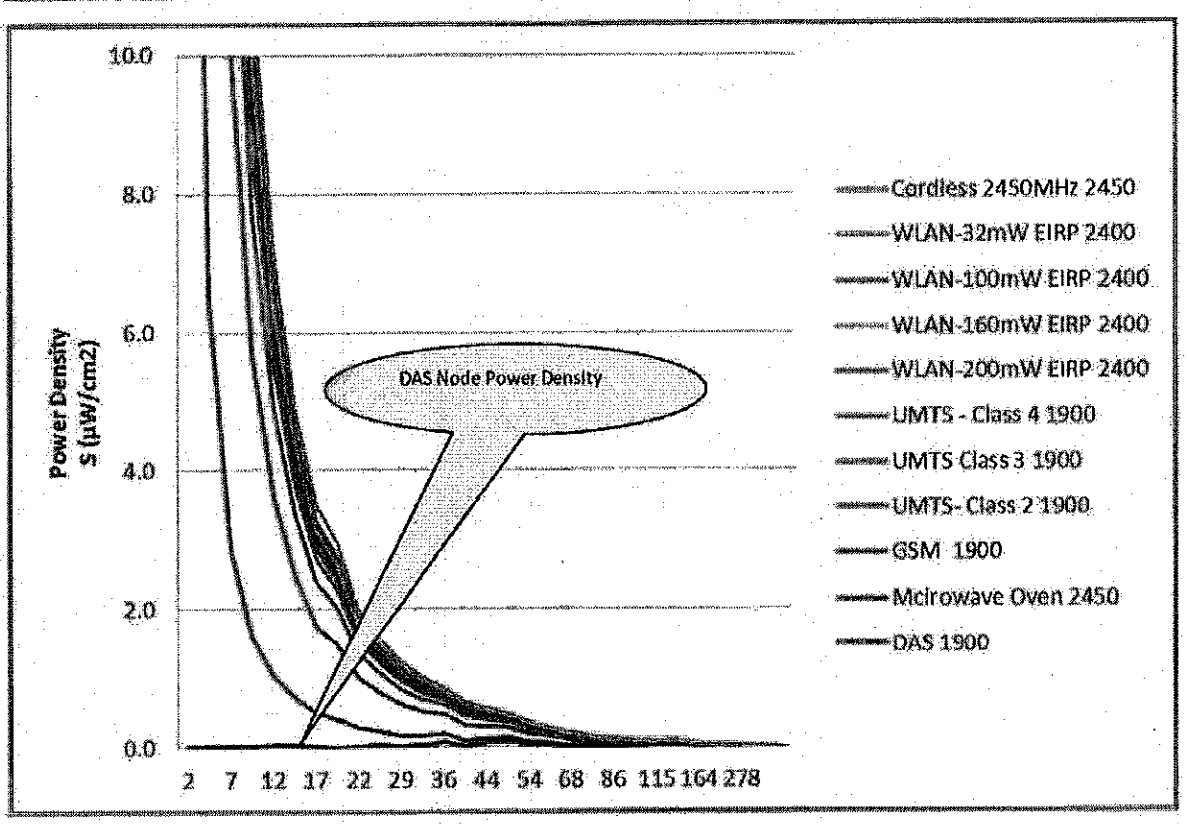
DAS node and typical household electronics emitting RF energy operate in two distant frequency bands, 300-1500 MHz and 1500-100000 MHz[12] . The power density comparison between each of the household devices and the DAS node is shown in Exhibits 5.1 and 5.2

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



[12] - 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 15th, 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 13th meeting, please do not hesitate to reach out to me at 914-935-1235 or via email – Esme.Lombard@crowncastle.com. We look forward to presenting this project to you on the 13th 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

City of Rye

RIGHT-OF-WAY USE AGREEMENT

THIS 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 barters 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 (5th) anniversary of the Installation Date and continuing on each fifth (5th) 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
Scott Pickup
[name typed]

Its: City Manager

Date: February 8, 2011

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

By: Robert L. Delsman
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 7th 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:

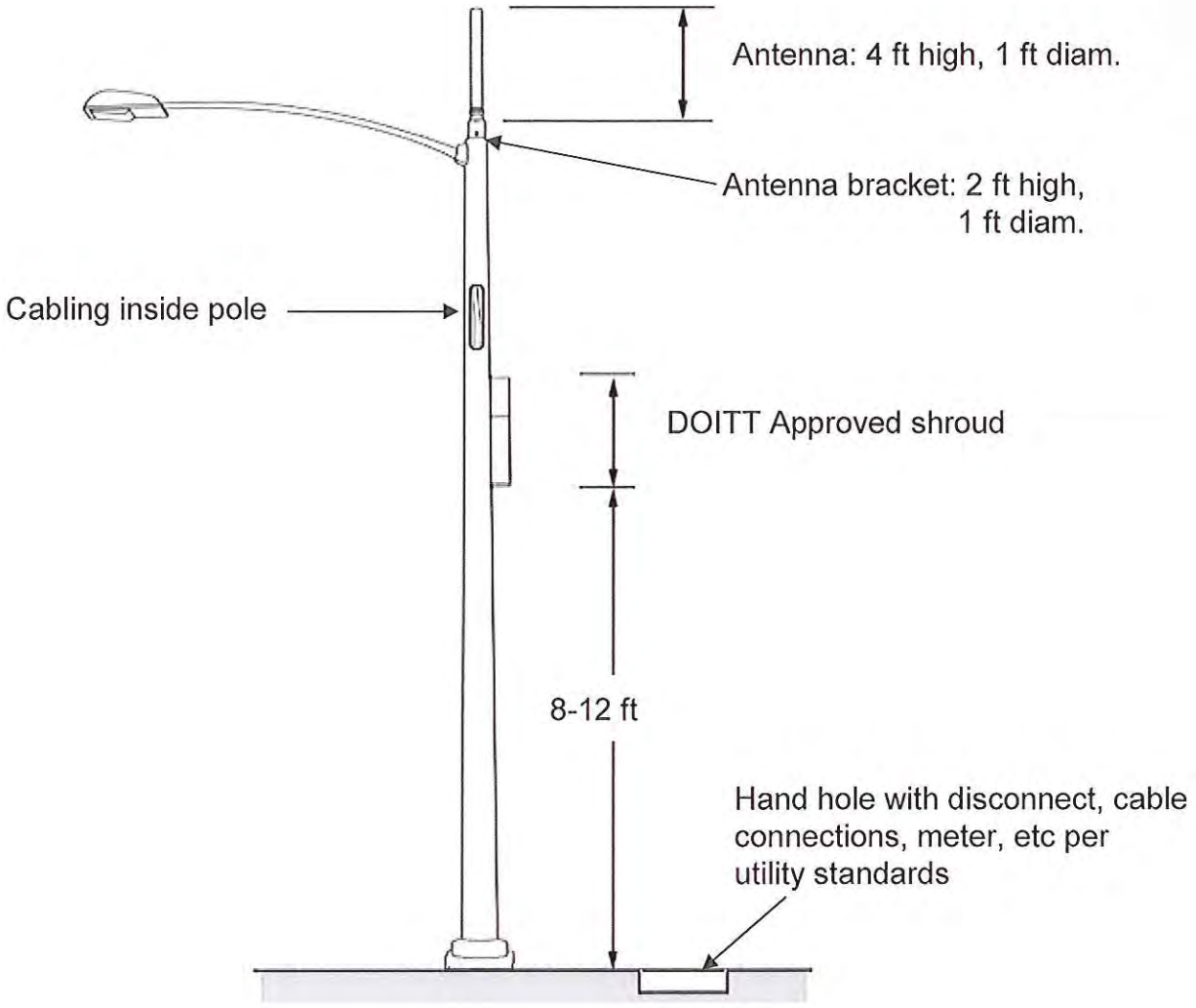
Signature/Initials

Date: 2 / 11 /20 11

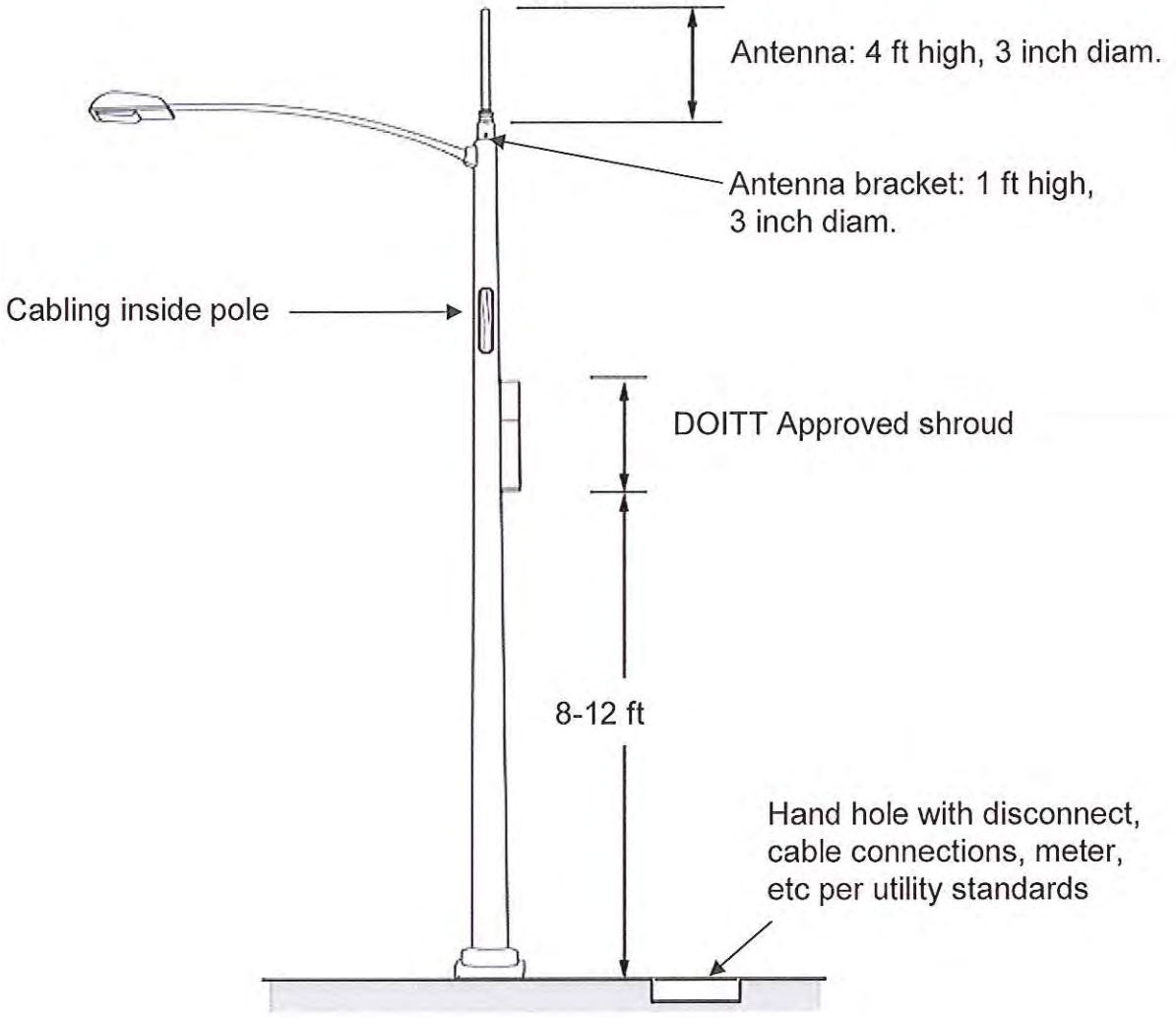
Exhibit A

Westchester, NY
Rev 01-19-2010

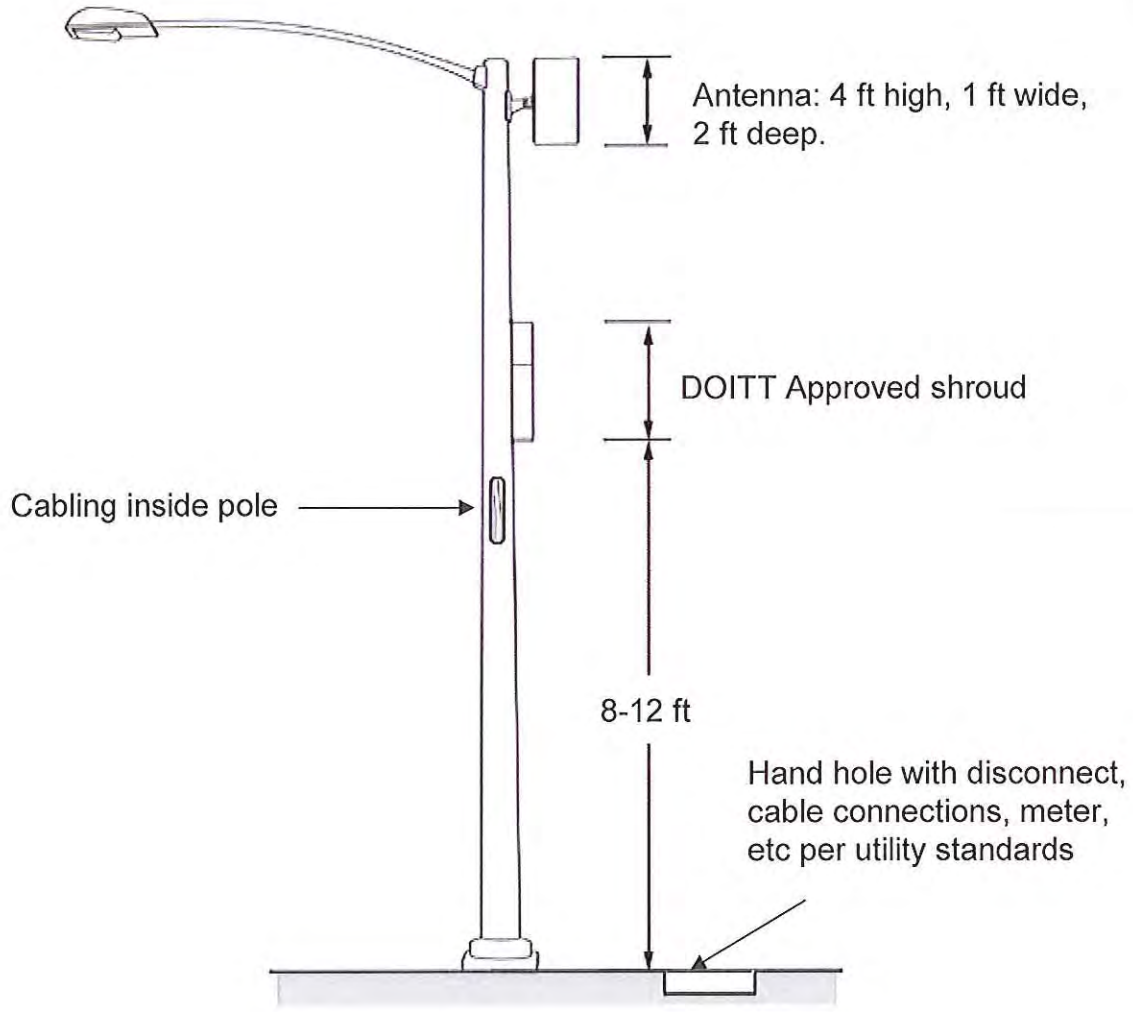
Street Light Pole



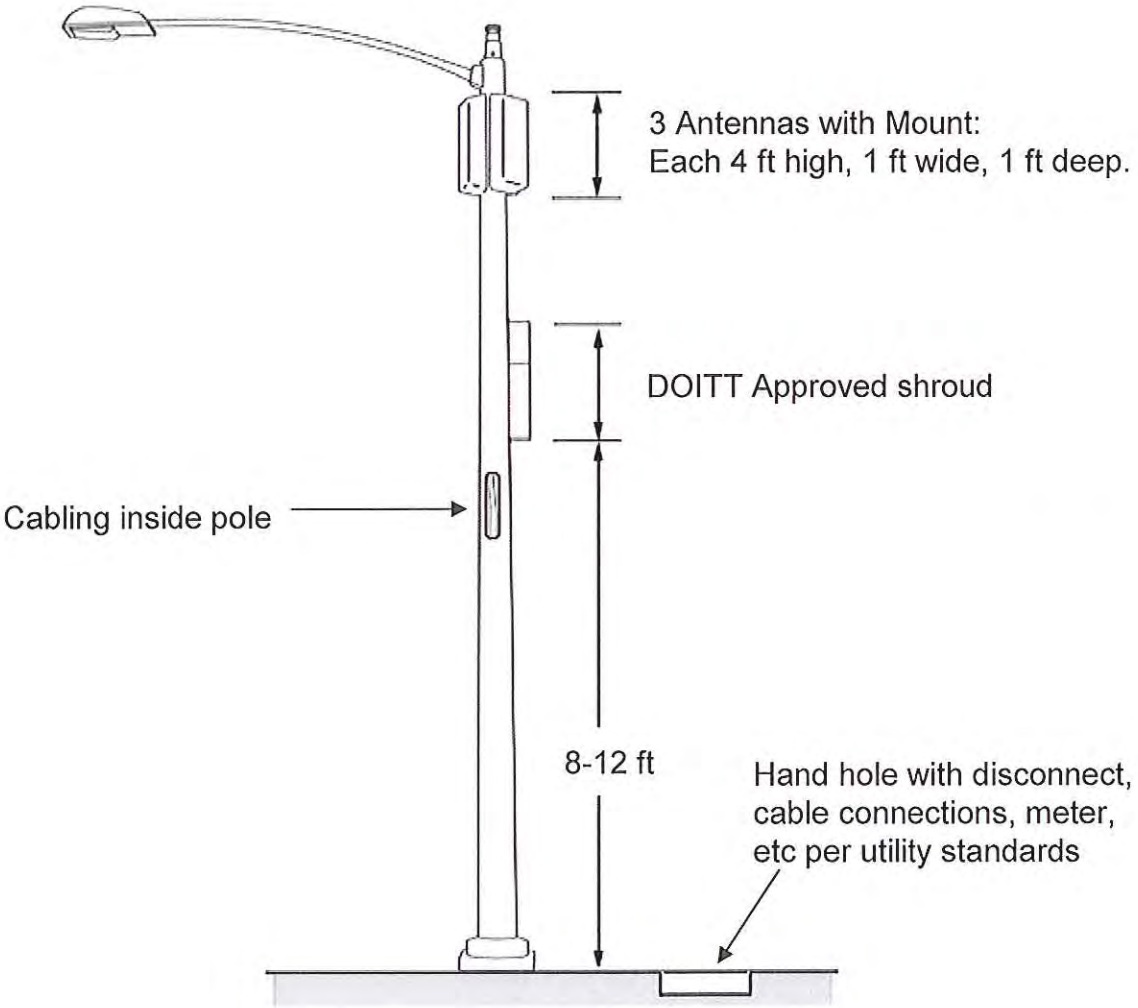
Street Light Pole



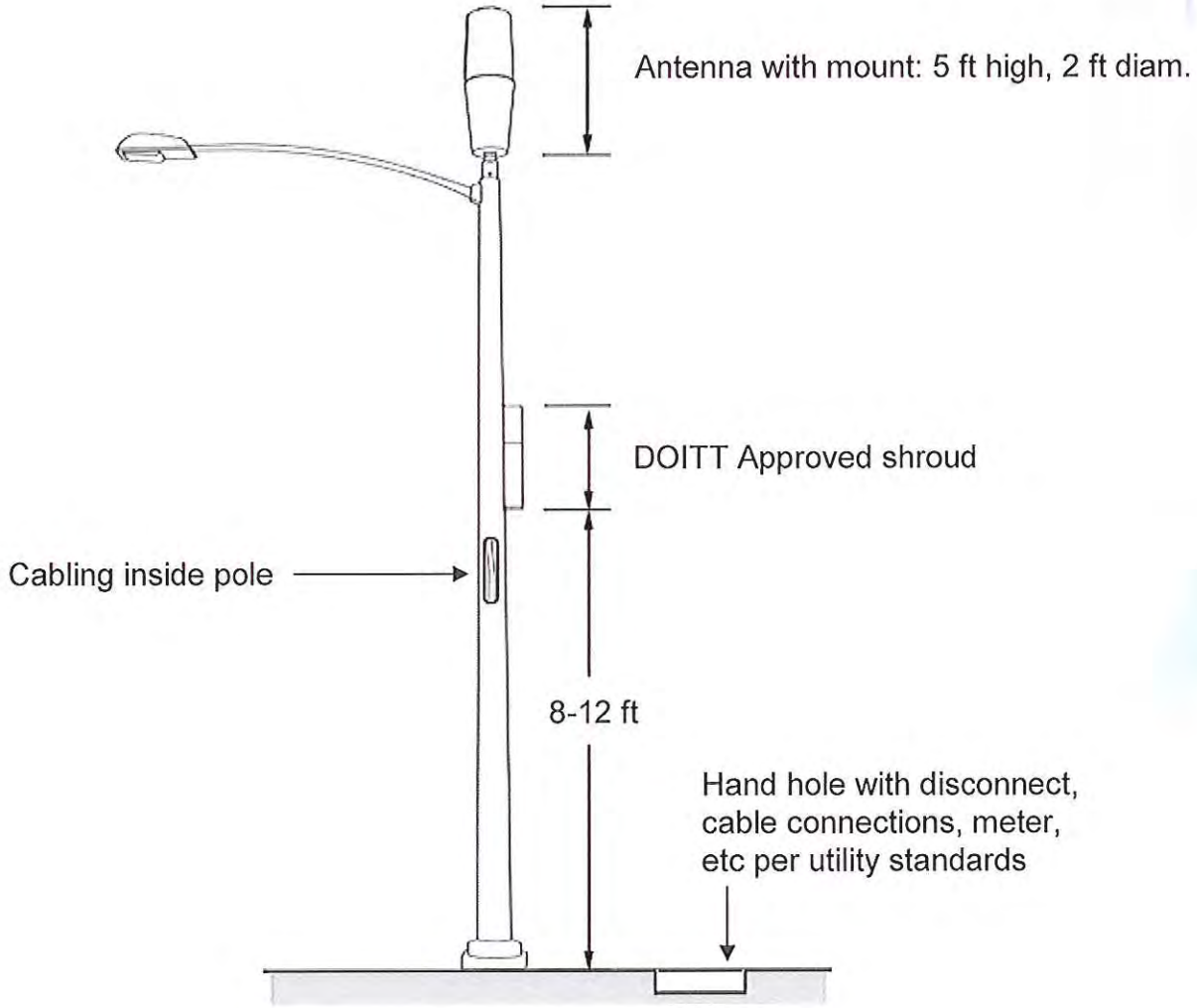
Street Light Pole



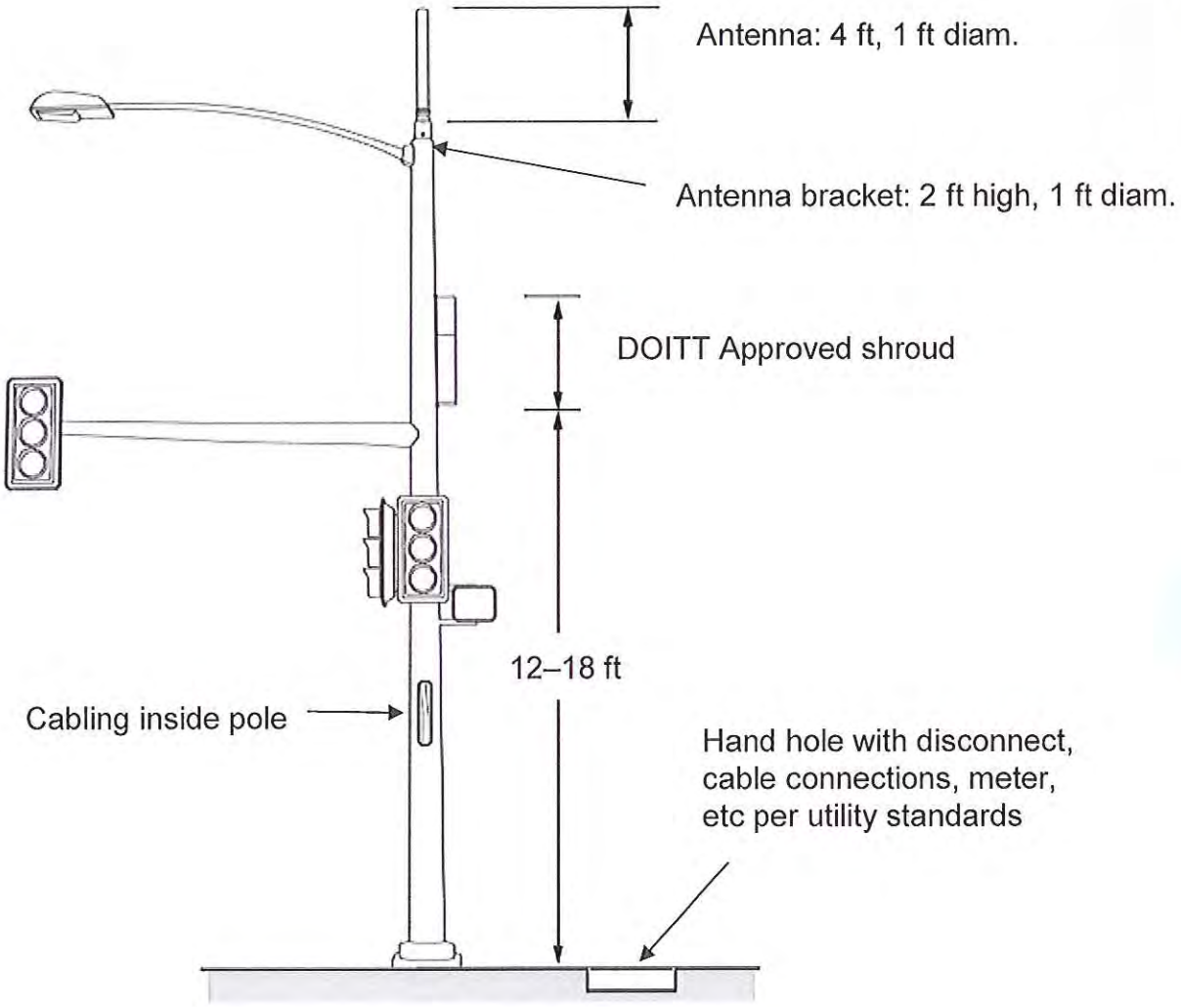
Street Light Pole



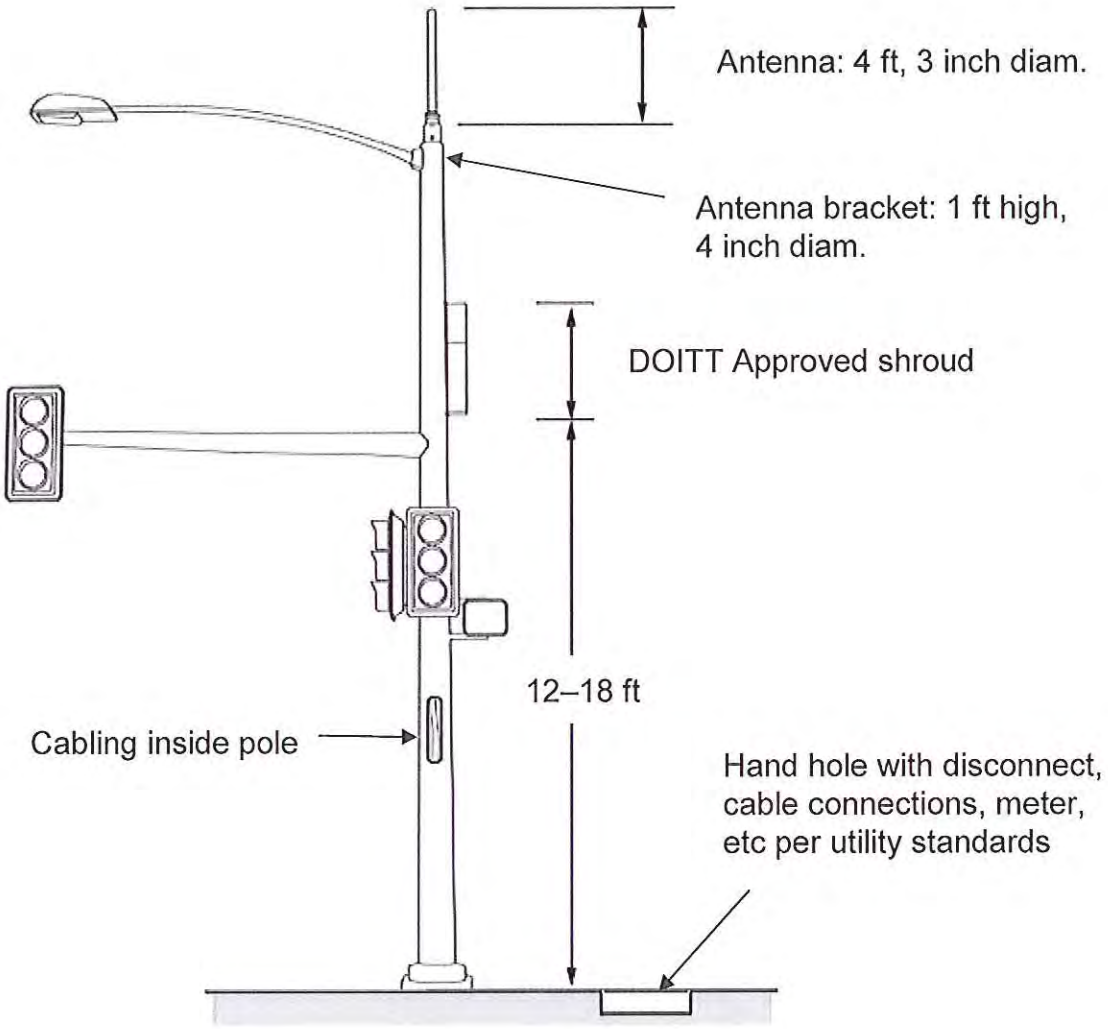
Street Light Pole



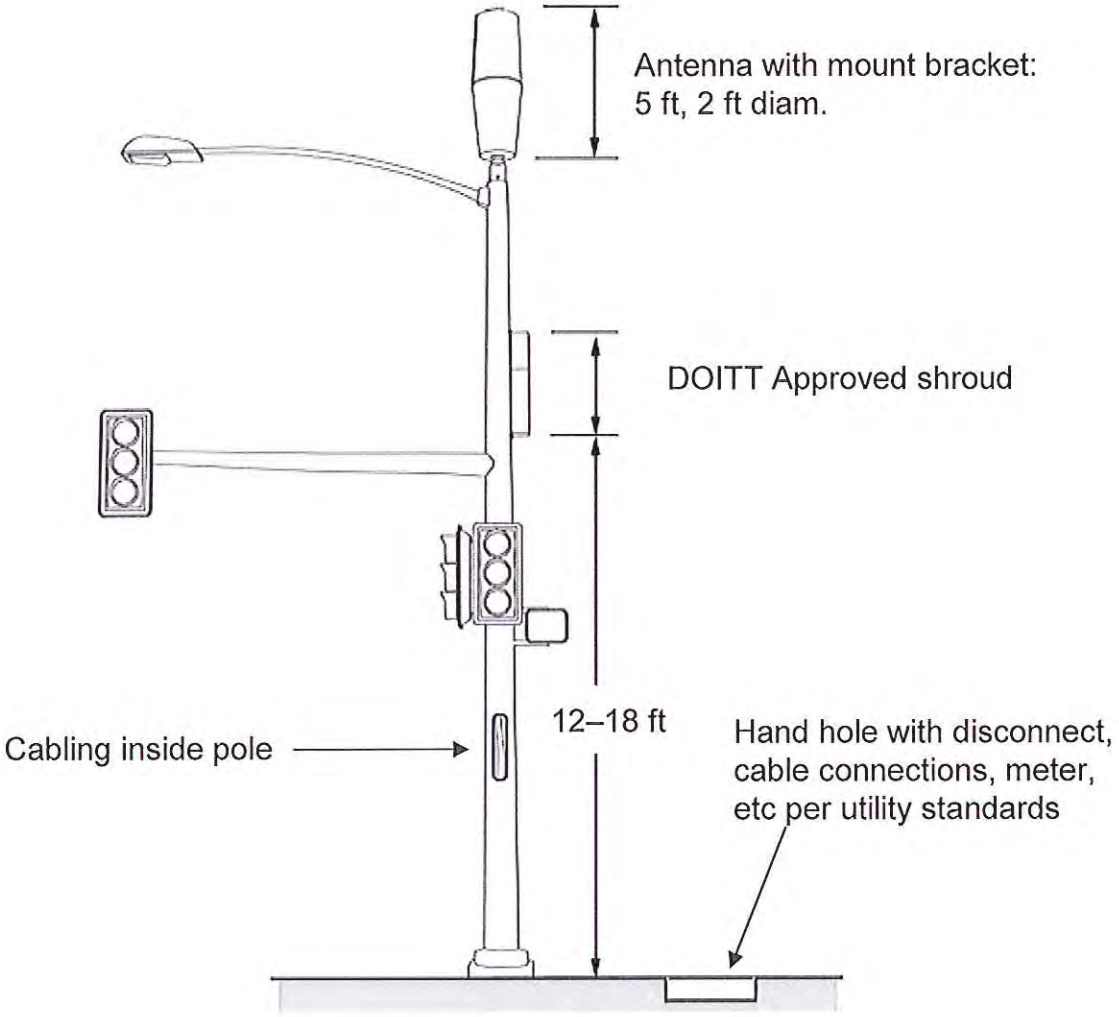
Traffic Light Pole



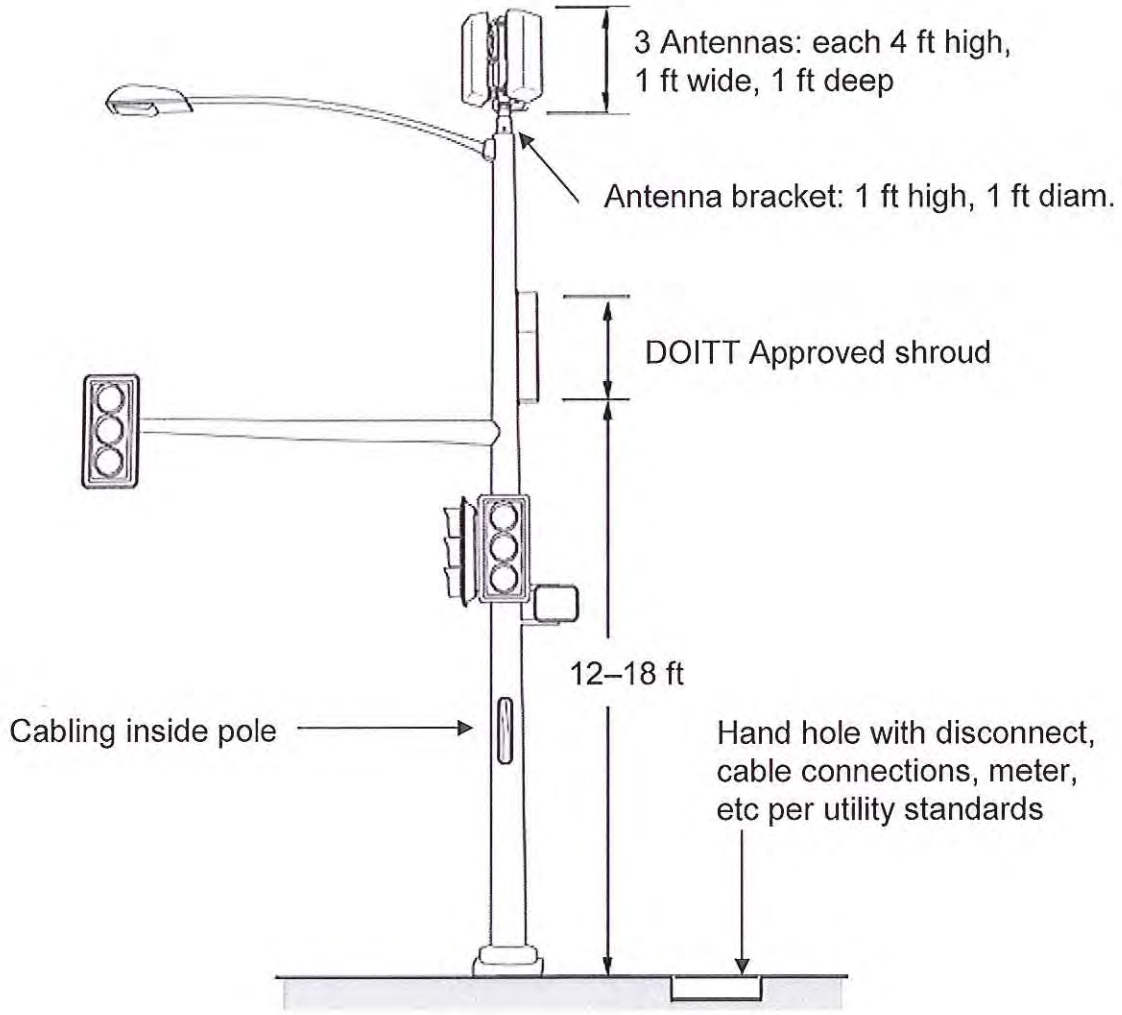
Traffic Light Pole



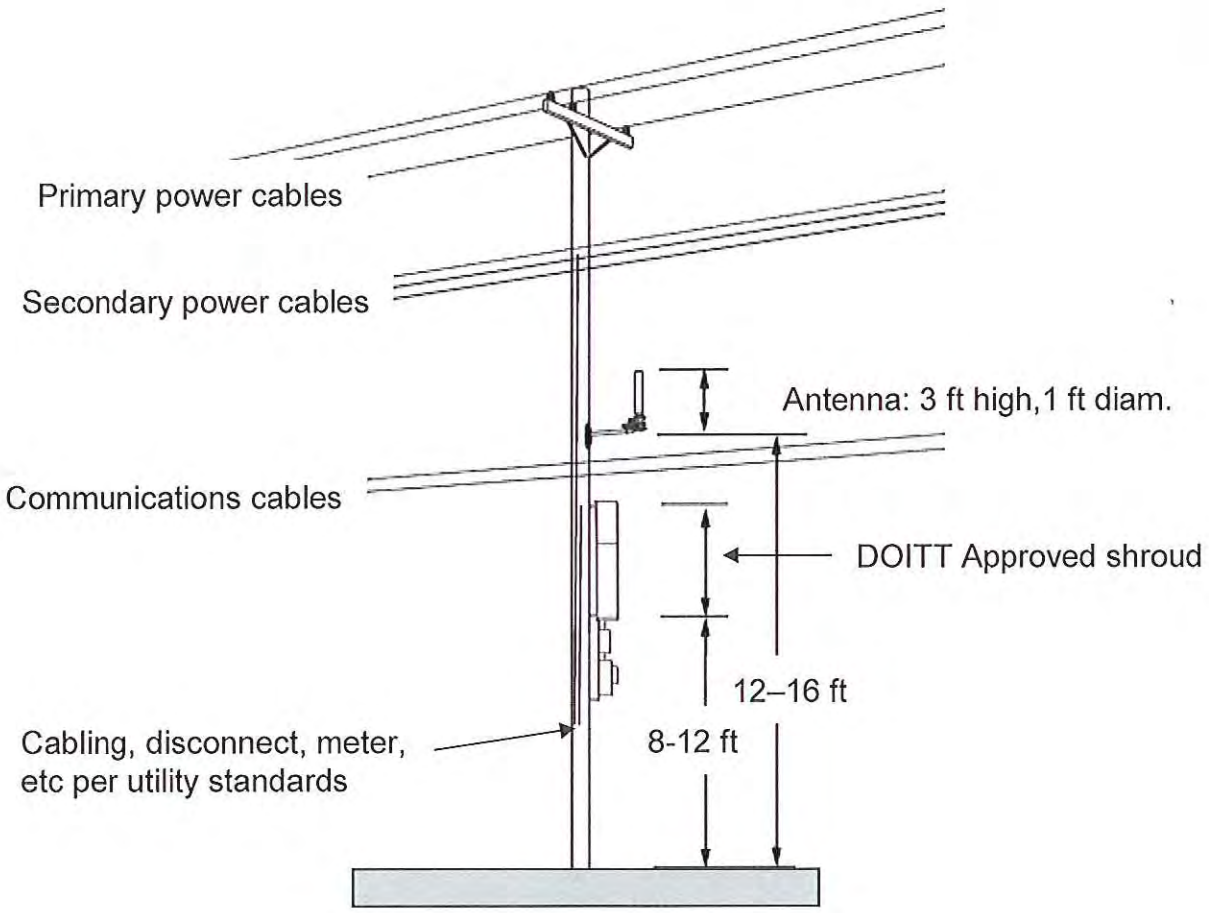
Traffic Light Pole



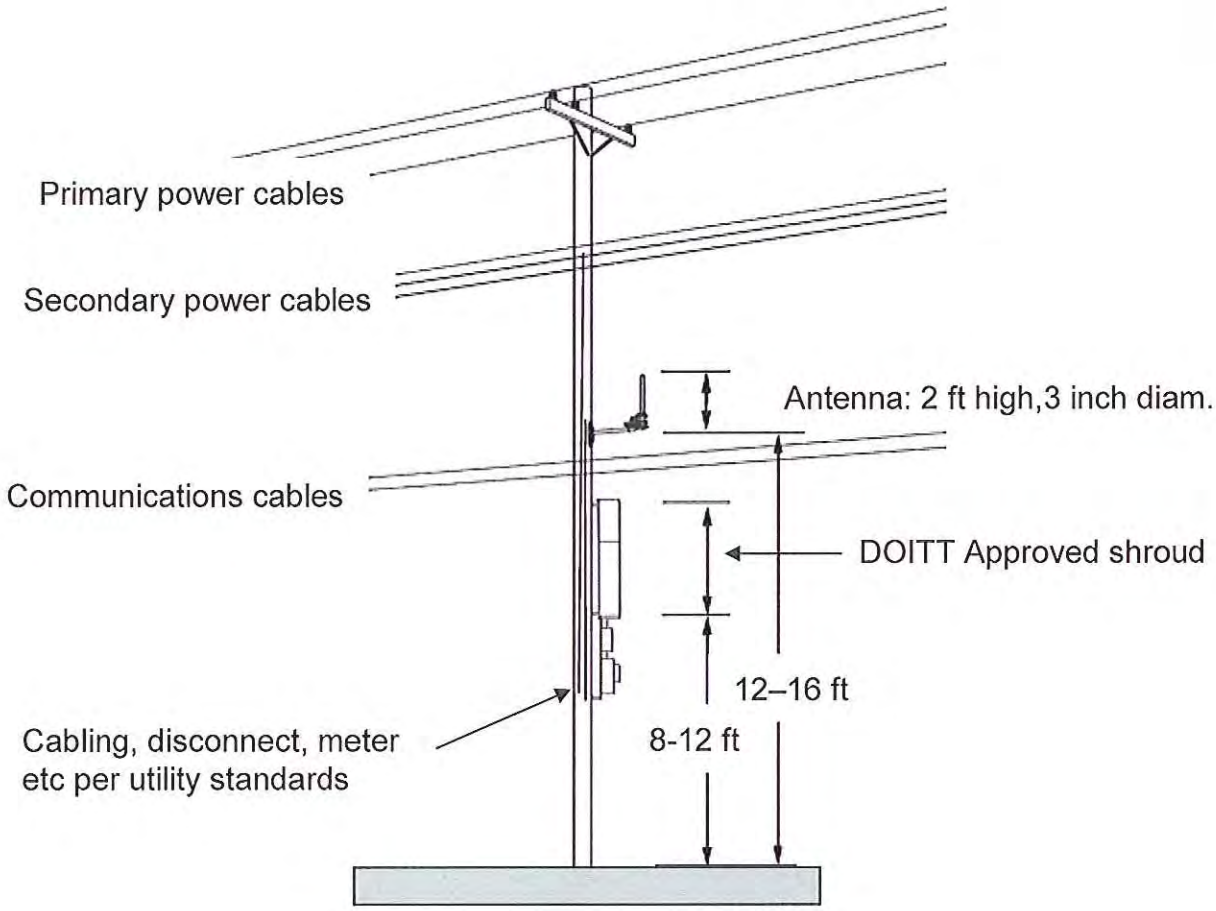
Traffic Light Pole



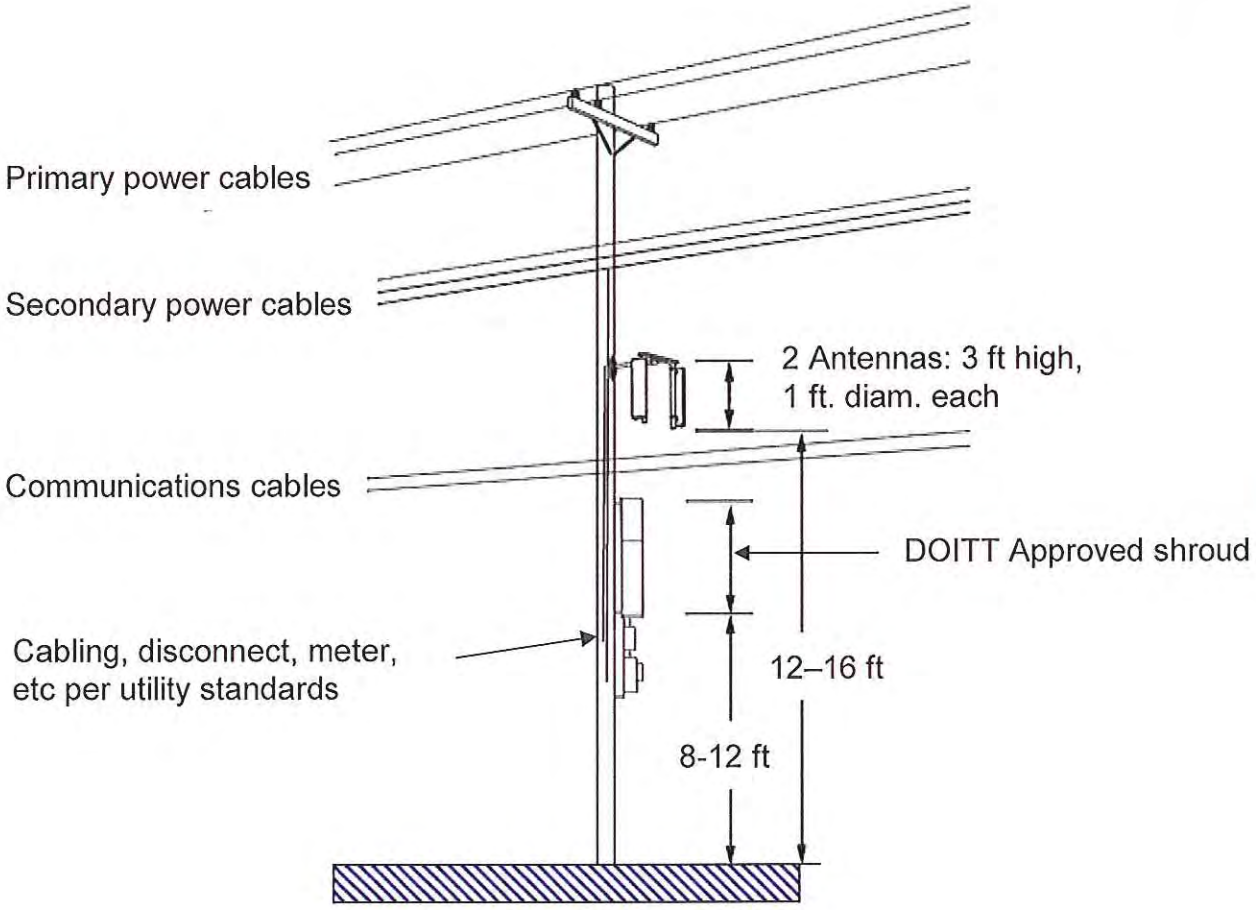
Antenna in Communications Space on Power Pole



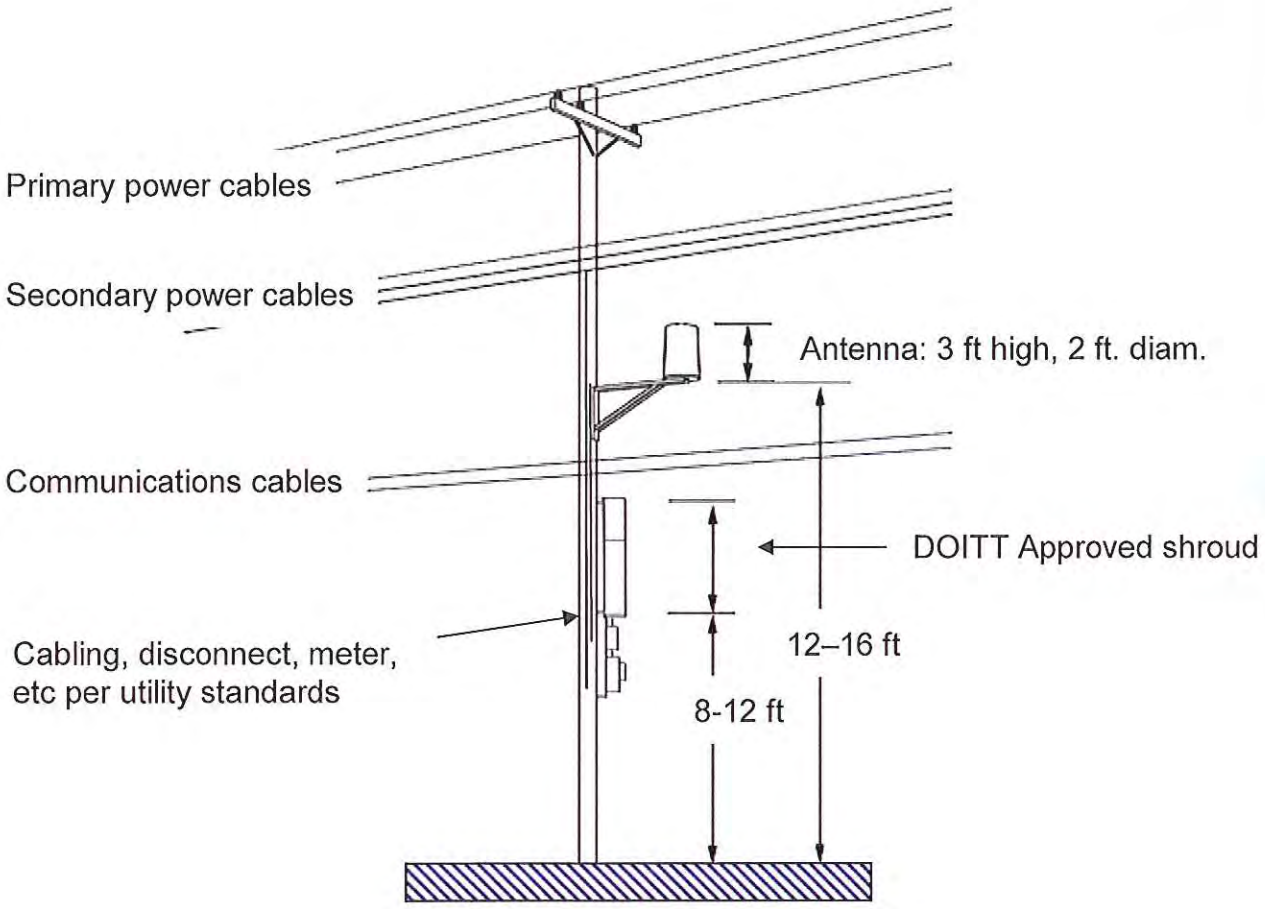
Antenna in Communications Space on Power Pole



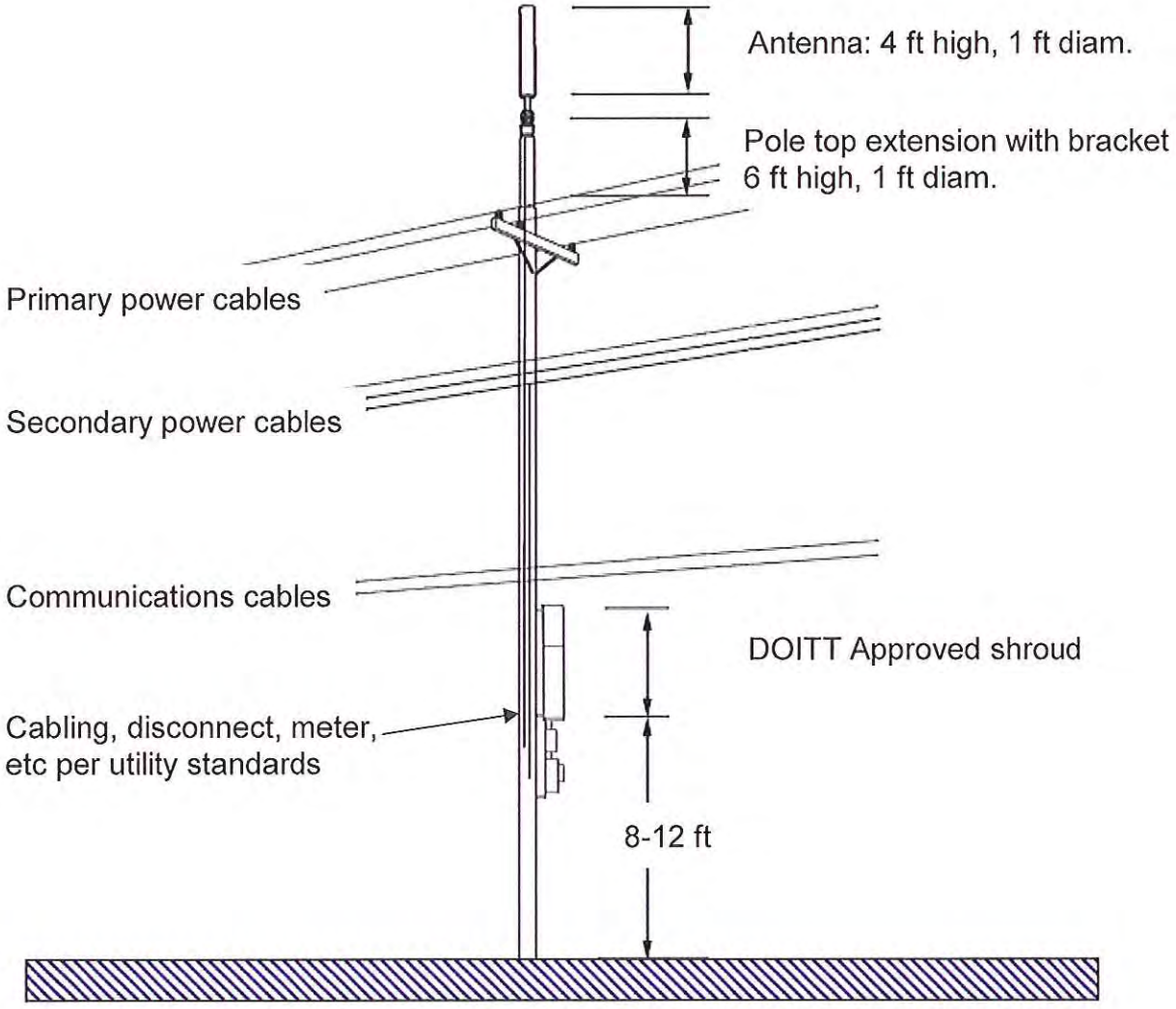
Antenna in Communications Space on Power Pole



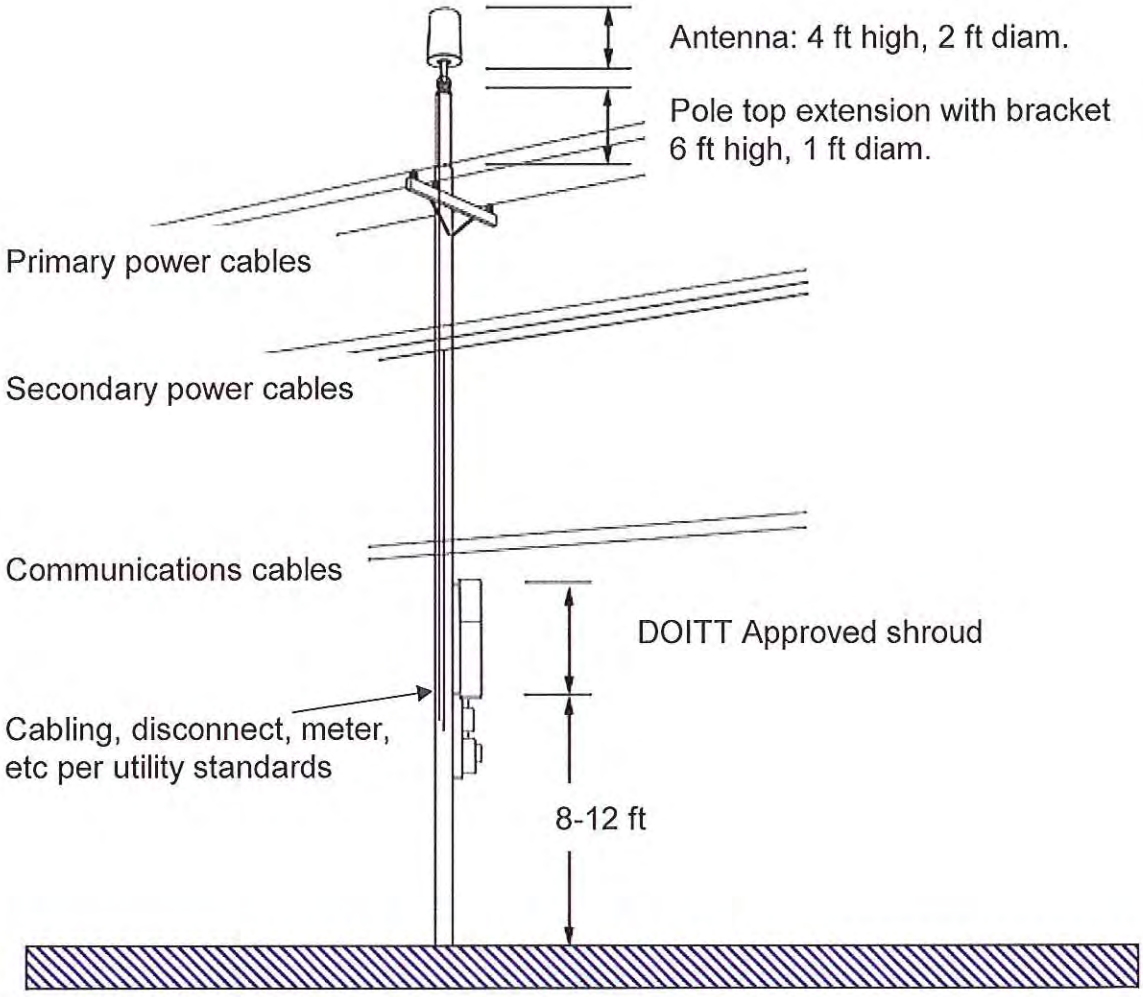
Antenna in Communications Space on Power Pole



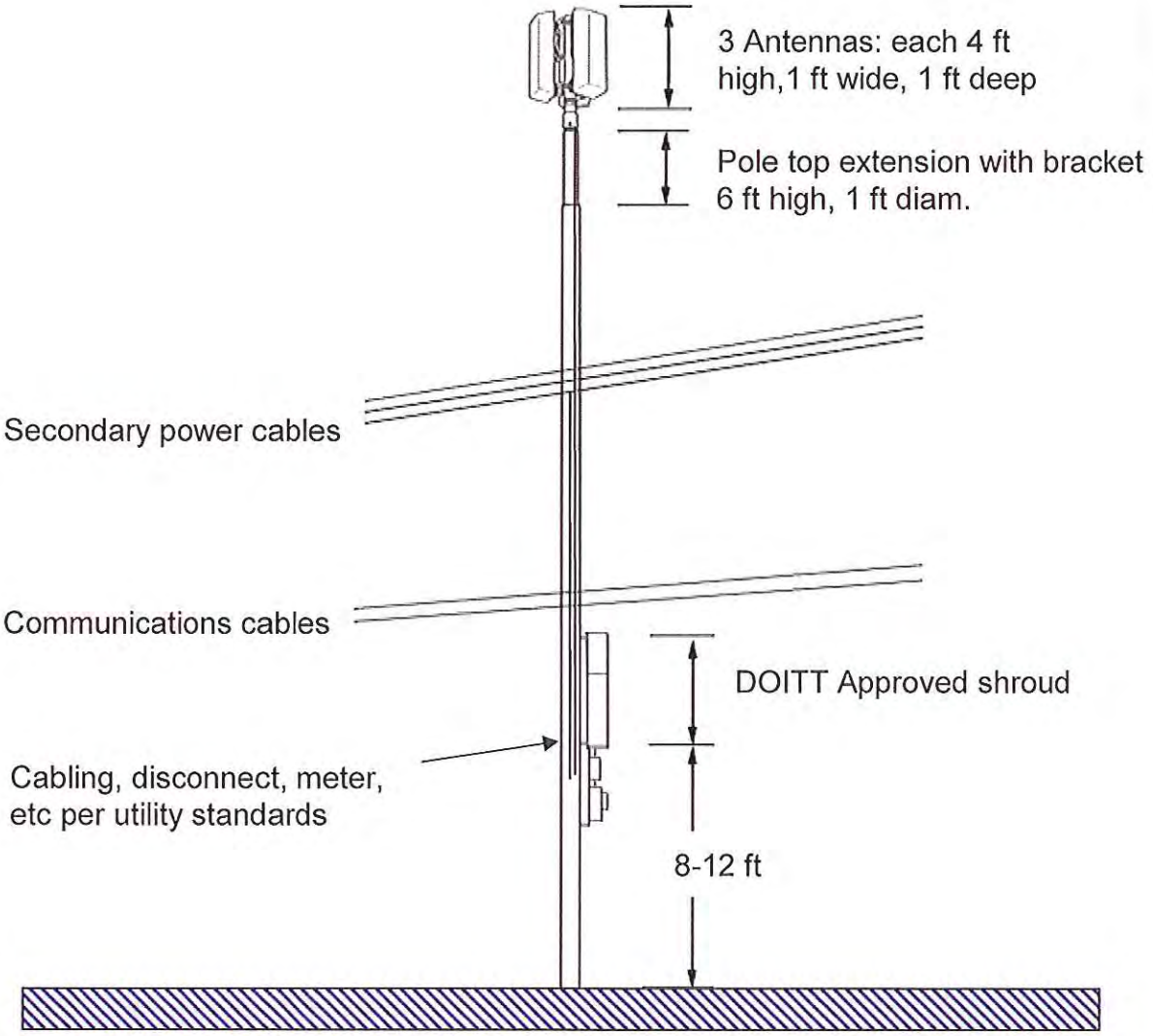
Antenna Pole Top Extension over Primary



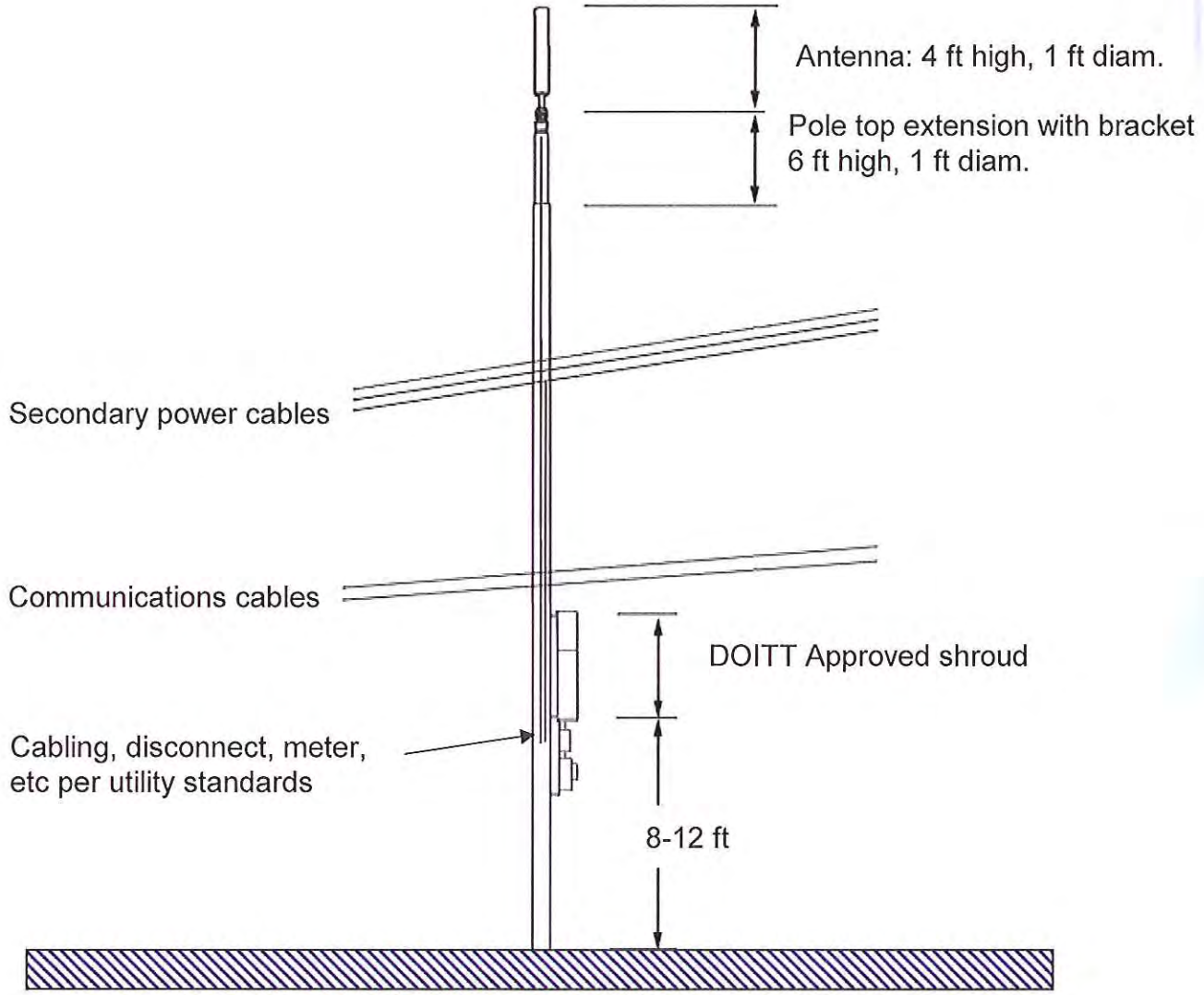
Antenna Pole Top Extension over Primary



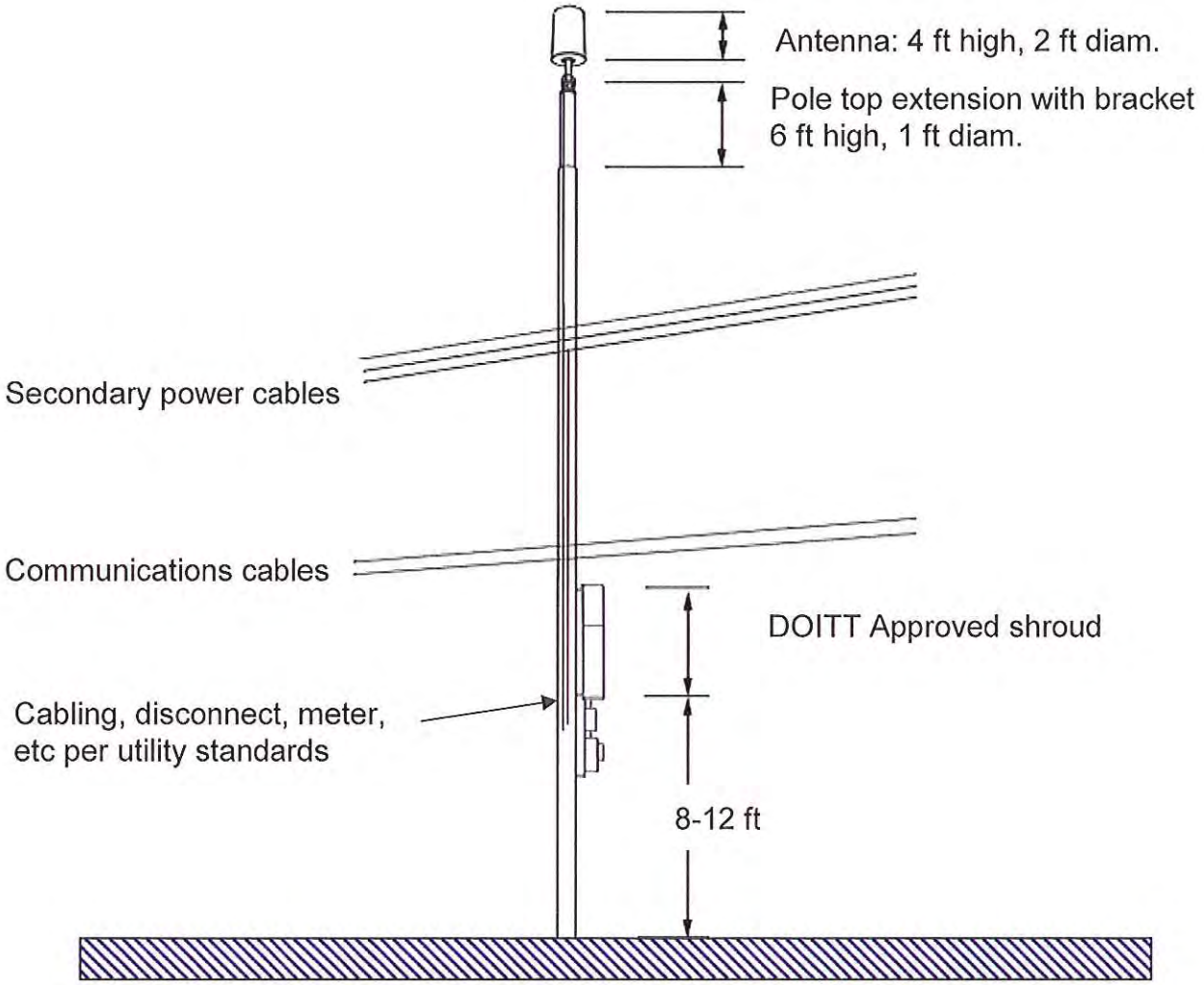
Antenna Pole Top Extension over Secondary



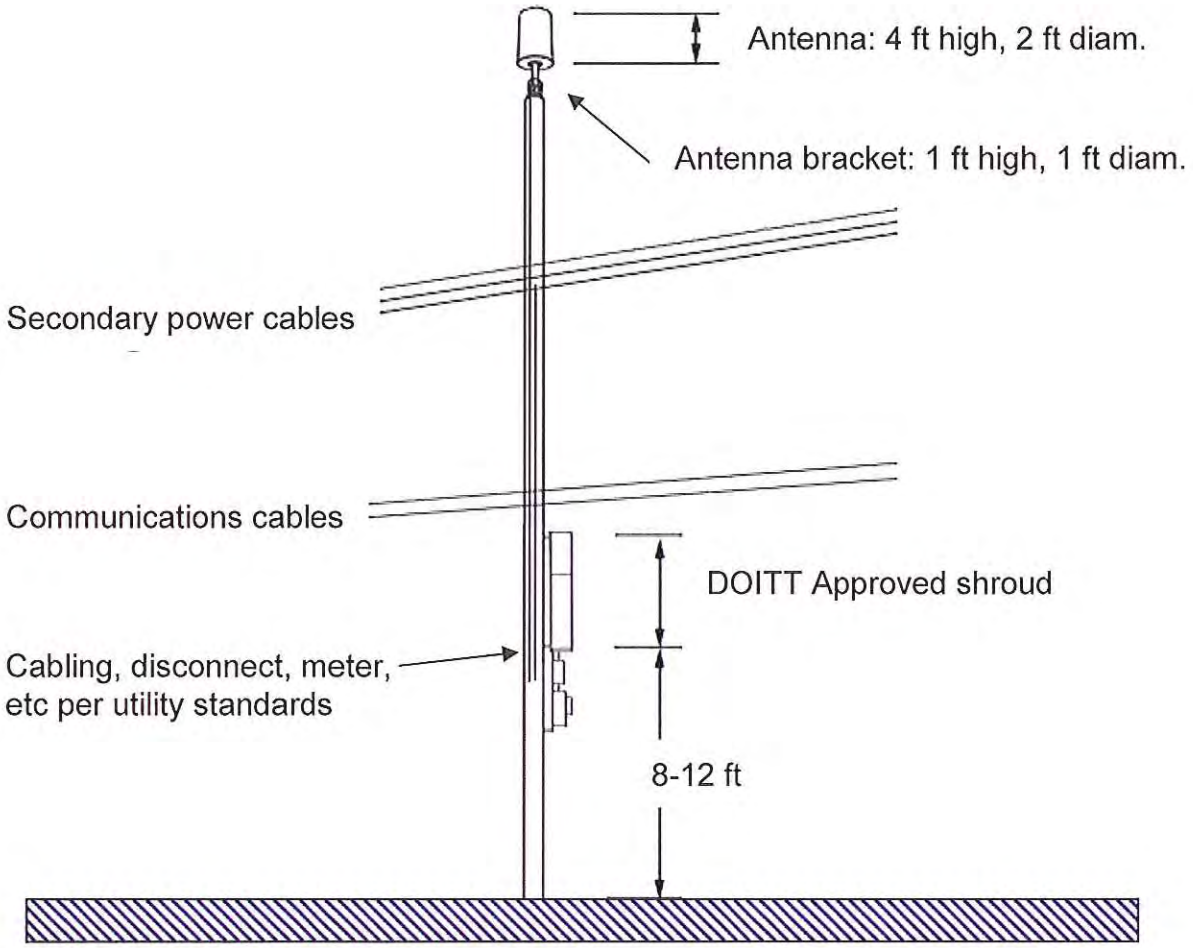
Antenna Pole Top Extension over Secondary



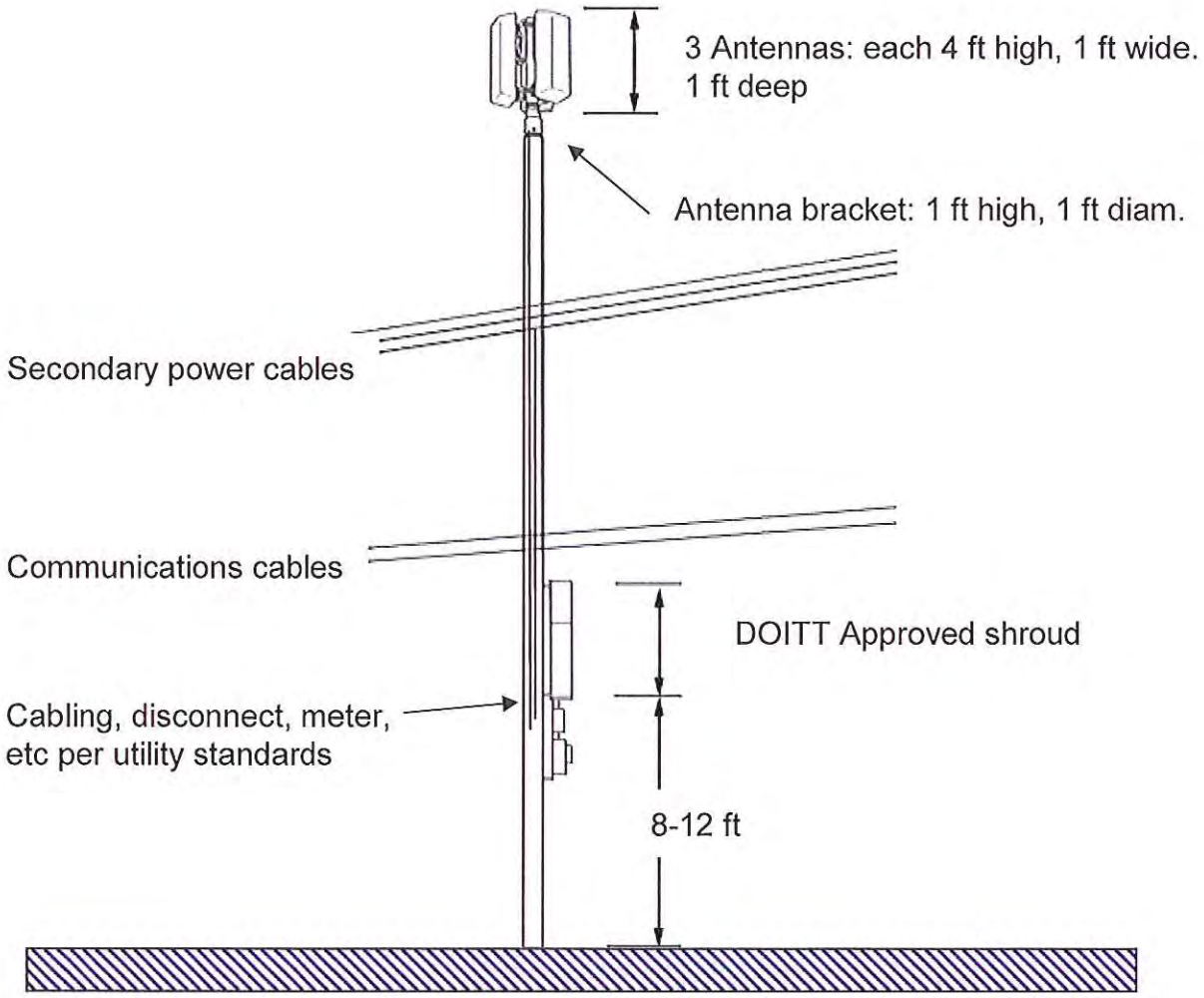
Antenna Pole Top Extension over Secondary



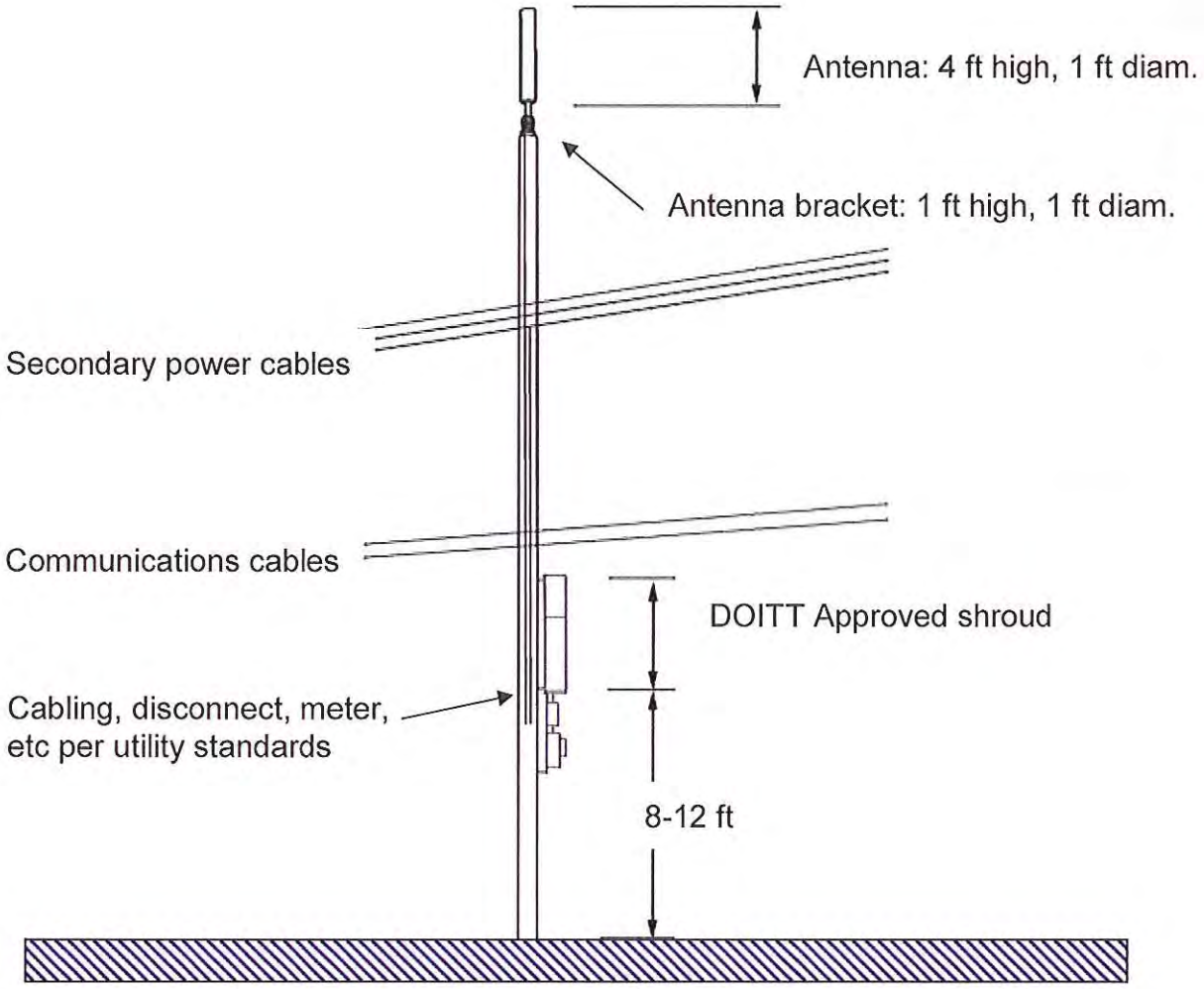
Antenna at Top of Power Pole



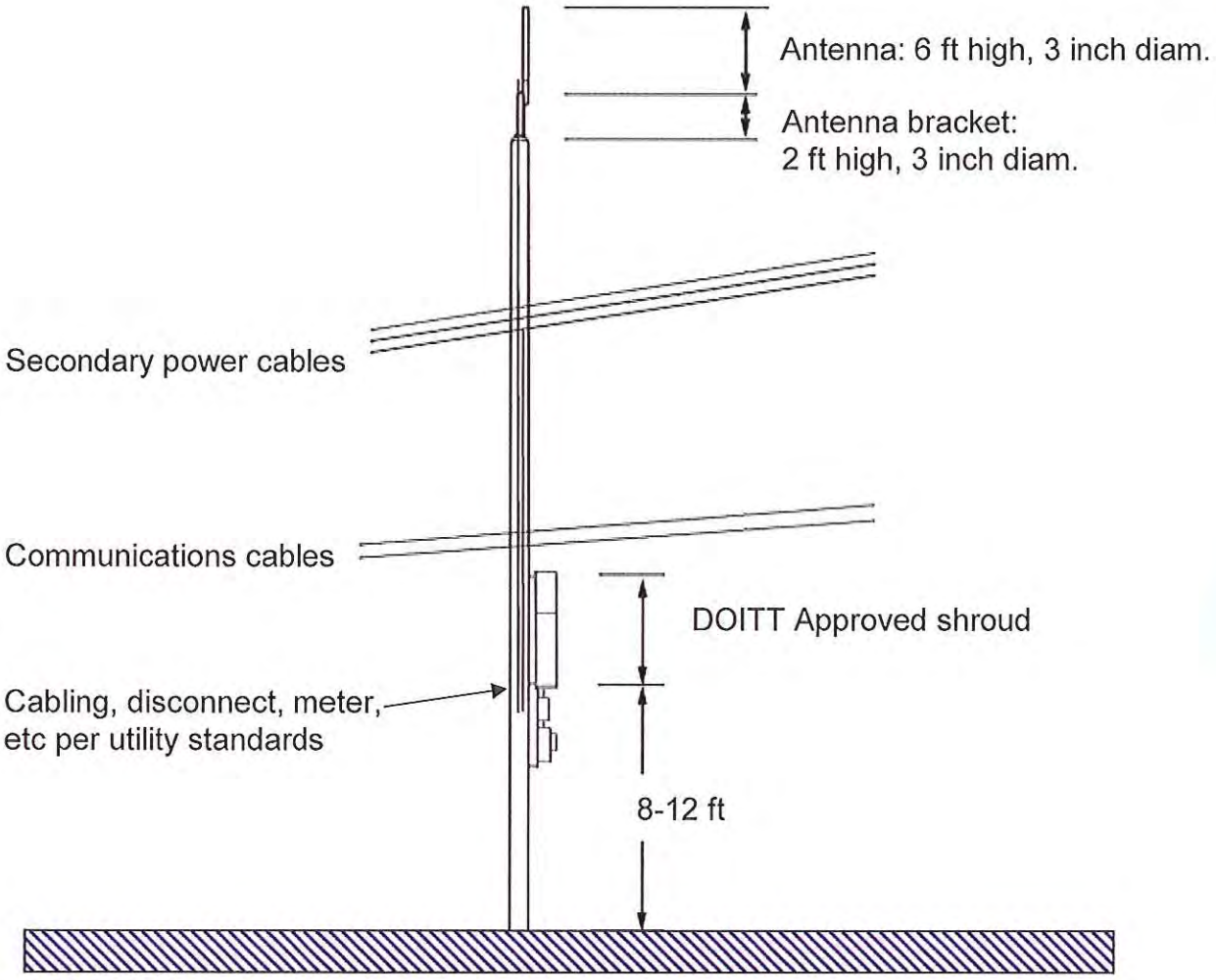
Antenna at Top of Power Pole



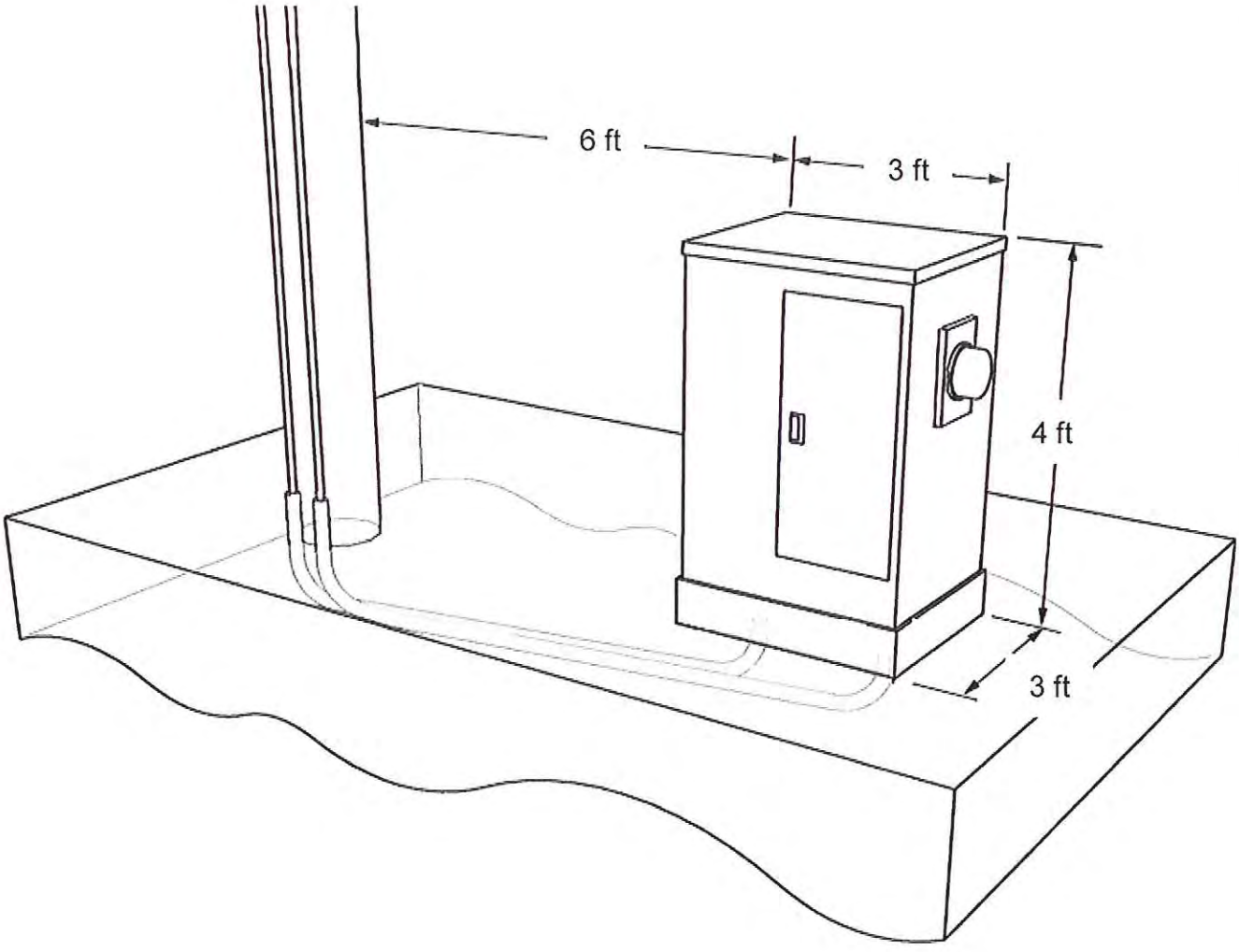
Antenna at Top of Power Pole



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.

W I T N E S S E T H:

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 DEIXLER
Secretary

April 4, 2003

Julie Kaminski Corsig
Davis Wright Tremaine LLP
1500 K Street, Suite 450
Washington, D.C. 2005

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,

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 L33(	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

CROWN CASTLE

N

W E

S

N197
N223
N219
N218
N222
N221
N211
N208
N203
N216
N198
N207
NYD6380
N206
N192
N199
N196
ODAS_WEST_N16
N193
NYD6387
N194
N226
N195
NYD6386
N227
N228
N229
N234
N231
N235
N250
NYD6385
N236
N233
N240
N237
N242
N239
N252
NYD6381
NYD6383
N253
N254
N256
N255
N258
NYD6384
N257
N263
N286
N266
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N268
N247
N280
N264
NYD6382
N272
N259
N261
N267
N248
N269
N265
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N249
N274
N271
N281
N276
N289
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N285
N287
N284
N288
N283
N282

Village of City of Rye

Westchester County

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. 9 DEPT.: City Manager's Office DATE: November 2, 2016

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Consideration to set a Public Hearing for November 16, 2016 for a 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.

FOR THE MEETING OF:
November 2, 2016
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council set a Public Hearing regarding the application of New Cingular Wireless PCS, LLC ("AT&T").

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND: AT&T is seeking approval for modifications to its existing wireless telecommunications facility on the roof of the Blind Brook Lodge located at 66 Milton Road. AT&T is replacing three (3) existing panel antennas with new panel antennas and adding three (3) additional remote radio units to existing unistrut mounts located out of view behind the existing parapet. The modifications represent an upgrade and enhancement of the technology and operation of AT&T's site at this location to provide enhanced 4G services with little visual change from the current conditions.

The application was referred by the City Council to the Board of Architectural Review (BAR); the application was reviewed and approved by the BAR at their meeting on October 24, 2016.

See attached application.

Atlantic Site Development
Telecom and Utility Infrastructure Consultants

August 16, 2016

By Overnight Delivery
Mayor Joseph A. Sack
and Members of the City Council
City of Rye
3rd Floor City Hall
1051 Boston Post Road
Rye, New York 10580

Re: New Cingular Wireless PCS, LLC ("AT&T") Site NYCNNY2Q73
Modification of Existing Wireless Facility – Blind Brook Lodge
66 Milton Road, Rye, New York 10580

Dear Mayor Sack and Members of the City Council:

Atlantic Site Development, LLC is engaged by AT&T to assist in the planned modification of the existing rooftop wireless facility ("Facility") at 66 Milton Road (the "Site"). AT&T plans to submit a building permit application as an eligible facility under Section 6409(a) of the federal Middle Class Tax Relief and Job Creation Act of 2012 for modifications to the Site.[1] This submission seeks a waiver of further zoning review from the City Council similar to waivers granted for this facility prior to review and issuance of a building permit.

AT&T's modifications to this existing telecommunications facility are necessary to provide enhanced 4G services to this area of Rye and meet the increased demand for reliable high-speed data in this area of the City. AT&T is proposing to replace three (3) existing panel antennas with new panel antennas and replace three (3) existing remote radio units ("RRU's") with new RRU's. AT&T is also proposing to install three (3) additional RRU's and three (3) DC6 surge suppression boxes on new unistrut mounts located out of view behind the existing parapet as well as install one (1) DC12 surge suppression box on a new unistrut mount on the existing AT&T equipment platform. There will be little to no change in the appearance of the Site.

AT&T is requesting waivers of application requirements as set forth under City of Rye Code Section 195-5(U) ("Where the application is for the shared use of an existing telecommunications tower(s) or other high structure, the applicant can seek to waive any application requirements that may not be applicable") and the ability to proceed with a building permit application.

The Federal Communications Commission ("FCC"), which has interpretative authority in this field of federal law,[2] adopted rules to clarify and implement the requirements of Section

[1] *See* Section 6409(a) of the 2012 Middle Class Tax Relief and Job Creation Act is codified at 47 U.S.C.A § 1455 ("Section 6409").
[2] *See*, City of Arlington v. F.C.C., 133 S. Ct. 1863 (2013).

6409(a) (the "2014 FCC Order").[3] As established by the FCC, an eligible facility that does not cause a substantial change to the physical dimensions of the existing facility requires a shortened review period, in this case 60 days, and applications not processed in this timeframe are automatically deemed granted.[4]

AT&T's proposal constitutes "collocation" as it involves the replacement of existing equipment on an existing structure that currently supports the existing facilities of AT&T, Verizon, Sprint, T-Mobile and their affiliate MetroPCS.[5] Similarly, this proposal does not increase the height of the facility in any way and does not protrude from the building (base station) structure by more than 6 feet. No at-grade work is proposed and AT&T's proposal does not conflict with any approval conditions or compromise concealment elements of the existing wireless facility.[6]

In support of this request, please find the following:

1. Copies of Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (codified as 47 U.S.C.A. § 1455) and published in FCC regulations.
2. Structural analysis completed by NB+C Engineering Services certifying the existing structure is adequate and can support the proposed modifications; and
3. Drawings prepared by NB+C Engineering Services, dated July 19, 2016 and last revised August 4, 2016 providing details of the planned modifications.

We request that this matter be placed on the next available City Council agenda for consideration of this waiver request. Thank you for your consideration of the enclosed materials.

Sincerely,

Matt Bartlett

Attachments
cc: Kerry Lenihan, Building Inspector
Kristen Wilson, Esq.
Joe Pawelczak, AT&T
Daniel M. Laub, Esq.

[3] The FCC confirmed that "A State or local government may only require applicants to provide documentation that is reasonably related to determining whether the eligible facilities request meets the requirements of Section 6409(a). 2014 FCC Order at ¶ 21.
[4] 2014 FCC Order at ¶ 21, 216.
[5] *See* 2014 FCC Order at ¶¶ 167, 168, 172, and 178.
[6] *See* 2014 FCC Order at ¶¶ 21.

Code of Federal Regulations
Title 47. Telecommunication
Chapter I. Federal Communications Commission (Refs & Annos)
Subchapter A. General
Part 1. Practice and Procedure (Refs & Annos)
Subpart CC. State and Local Review of Applications for Wireless Service Facility Modification (Refs & Annos)

47 C.F.R. § 1.40001

§ 1.40001 Wireless Facility Modifications.

Effective: May 18, 2015
Currentness

(a) Purpose. These rules implement section 6409 of the Spectrum Act (codified at 47 U.S.C. 1455), which requires a State or local government to approve any eligible facilities request for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station.

(b) Definitions. Terms used in this section have the following meanings.

(1) Base station. A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.

(i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).

(iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the State or local government under this section, supports or houses equipment described in paragraphs (b)(1)(i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(iv) The term does not include any structure that, at the time the relevant application is filed with the State or local government under this section, does not support or house equipment described in paragraphs (b)(1)(i)-(ii) of this section.

(2) Collocation. The mounting or installation of transmission equipment on an eligible support structure for *the purpose* of transmitting and/or receiving radio frequency signals for communications purposes.

(3) Eligible facilities request. Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(i) Collocation of new transmission equipment;

(ii) Removal of transmission equipment; or

(iii) Replacement of transmission equipment.

(4) Eligible support structure. Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the State or local government under this section.

(5) Existing. A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

(6) Site. For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

(7) Substantial change. A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

(ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) It entails any excavation or deployment outside the current site;

(v) It would defeat the concealment elements of the eligible support structure; or

(vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i) through (iv).

(8) Transmission equipment. Equipment that facilitates transmission for any Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(9) Tower. Any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

(c) Review of applications. A State or local government may not deny and shall approve any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure.

(1) Documentation requirement for review. When an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

(2) Timeframe for review. Within 60 days of the date on which an applicant submits a request seeking approval under this section, the State or local government shall approve the application unless it determines that the application is not covered by this section.

(3) Tolling of the timeframe for review. The 60–day period begins to run when the application is filed, and may be tolled only by mutual agreement or in cases where the reviewing State or local government determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of this section.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the State or local government's notice of incompleteness.

(iii) Following a supplemental submission, the State or local government will have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(4) Failure to act. In the event the reviewing State or local government fails to approve or deny a request seeking approval under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

(5) Remedies. Applicants and reviewing authorities may bring claims related to Section 6409(a) to any court of competent jurisdiction.

Credits
[80 FR 28203, May 18, 2015]

SOURCE: 56 FR 57598, Nov. 13, 1991; 57 FR 187, Jan. 3, 1992; 58 FR 27473, May 10, 1993; 59 FR 22985, May 4, 1994; 61 FR 45618, Aug. 29, 1996; 61 FR 46561, Sept. 4, 1996; 61 FR 52899, Oct. 9, 1996; 62 FR 37422, July 11, 1997; 63 FR 67429, Dec. 7, 1998; 63 FR 71036, Dec. 23, 1998; 64 FR 63251, Nov. 19, 1999; 65 FR 10720, Feb. 29, 2000; 65 FR 19684, April 12, 2000; 65 FR 31281, May 17, 2000; 69 FR 77938, Dec. 29, 2004; 71 FR 26251, May 4, 2006; 74 FR 39227, Aug. 6, 2009; 75 FR 9797, March 4, 2010; 76 FR 43203, July 20, 2011; 77 FR 71137, Nov. 29, 2012; 78 FR 10100, Feb. 13, 2013; 78 FR 15622, March 12, 2013; 78 FR 41321, July 10, 2013; 78 FR 50254, Aug. 16, 2013; 79 FR 48528, Aug. 15, 2014; 80 FR 1268, Jan. 8, 2015; 80 FR 1269, Jan. 8, 2015, unless otherwise noted.

AUTHORITY: 15 U.S.C. 79, et seq.; 47 U.S.C. 151, 154(i), 154(j), 155, 157, 160, 201, 225, 227, 303, 309, 332, 1403, 1404, 1451, 1452, and 1455.

Current through June 4, 2015; 80 FR 31866.

End of Document

United States Code Annotated
Title 47. Telecommunications (Refs & Annos)
Chapter 13. Public Safety Communications and Electromagnetic Spectrum Auctions
Subchapter IV. Spectrum Auction Authority

47 U.S.C.A. § 1455

§ 1455. Wireless facilities deployment

Effective: February 22, 2012
Currentness

(a) Facility modifications

(1) In general

Notwithstanding section 704 of the Telecommunications Act of 1996 (Public Law 104-104) or any other provision of law, a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.

(2) Eligible facilities request

For purposes of this subsection, the term "eligible facilities request" means any request for modification of an existing wireless tower or base station that involves--

(A) collocation of new transmission equipment;

(B) removal of transmission equipment; or

(C) replacement of transmission equipment.

(3) Applicability of environmental laws

Nothing in paragraph (1) shall be construed to relieve the Commission from the requirements of the National Historic Preservation Act or the National Environmental Policy Act of 1969.

(b) Federal easements and rights-of-way

(1) Grant

If an executive agency, a State, a political subdivision or agency of a State, or a person, firm, or organization applies for the grant of an easement or right-of-way to, in, over, or on a building or other property owned by the Federal Government

for the right to install, construct, and maintain wireless service antenna structures and equipment and backhaul transmission equipment, the executive agency having control of the building or other property may grant to the applicant, on behalf of the Federal Government, an easement or right-of-way to perform such installation, construction, and maintenance.

(2) Application

The Administrator of General Services shall develop a common form for applications for easements and rights-of-way under paragraph (1) for all executive agencies that shall be used by applicants with respect to the buildings or other property of each such agency.

(3) Fee

(A) In general

Notwithstanding any other provision of law, the Administrator of General Services shall establish a fee for the grant of an easement or right-of-way pursuant to paragraph (1) that is based on direct cost recovery.

(B) Exceptions

The Administrator of General Services may establish exceptions to the fee amount required under subparagraph (A)--

(i) in consideration of the public benefit provided by a grant of an easement or right-of-way; and

(ii) in the interest of expanding wireless and broadband coverage.

(4) Use of fees collected

Any fee amounts collected by an executive agency pursuant to paragraph (3) may be made available, as provided in appropriations Acts, to such agency to cover the costs of granting the easement or right-of-way.

(c) Master contracts for wireless facility sitings

(1) In general

Notwithstanding section 704 of the Telecommunications Act of 1996 or any other provision of law, and not later than 60 days after February 22, 2012, the Administrator of General Services shall--

(A) develop 1 or more master contracts that shall govern the placement of wireless service antenna structures on buildings and other property owned by the Federal Government; and

(B) in developing the master contract or contracts, standardize the treatment of the placement of wireless service antenna structures on building rooftops or facades, the placement of wireless service antenna equipment on rooftops or inside buildings, the technology used in connection with wireless service antenna structures or equipment placed on Federal buildings and other property, and any other key issues the Administrator of General Services considers appropriate.

(2) Applicability

The master contract or contracts developed by the Administrator of General Services under paragraph (1) shall apply to all publicly accessible buildings and other property owned by the Federal Government, unless the Administrator of General Services decides that issues with respect to the siting of a wireless service antenna structure on a specific building or other property warrant nonstandard treatment of such building or other property.

(3) Application

The Administrator of General Services shall develop a common form or set of forms for wireless service antenna structure siting applications under this subsection for all executive agencies that shall be used by applicants with respect to the buildings and other property of each such agency.

(d) Executive agency defined

In this section, the term "executive agency" has the meaning given such term in section 102 of Title 40.

CREDIT(S)

(Pub.L. 112-96, Title VI, § 6409, Feb. 22, 2012, 126 Stat. 232.)

47 U.S.C.A. § 1455, 47 USCA § 1455
Current through P.L. 114-9 approved 4-7-2015

End of Document

July 25, 2016

Joe Pawelczak
AT&T Mobility
One AT&T Way
Bedminster, NJ 07921

Structural Certification for LTE 3C/BWE Project
Site Address: 66 Milton Rd, Rye, New York 10580, Westchester County
Site Name: Playland
Site Number: NYCNNY2Q73
3C Pace Number: MRNYC024489
BWE Pace Number: MRNYC025411
FA Number: 10105111

Dear Mr. Pawelczak:

Pursuant to your request, **Burtner Engineering Services/Network Building + Consulting Engineering Services ("Burtner ES/NB+C ES")** has evaluated the existing structure and mounts at the subject location. The existing structure is a 59'-0" building with steeple. The below listed appurtenances are to be located on the existing steeple wall at an approximate elevation of 88'-0" AGL. The following tables show the existing and proposed AT&T antenna installation for the LTE 3C/BWE equipment upgrade.

Table 1 - Existing AT&T Antenna and Cable Information

Center Line Elevation (ft)	Total No. of Antennas	Antenna Model / Mount	Carrier	Feed Line (in)
88'-0"	6	(3) Kathrein 742-264 Panel Antennas[2] (51.8"x10.3"x5.5" - 36.4 lbs) (3) Andrew SBNHH-1D65A Panel Antennas[1] (55.0"x11.9"x7.1" - 33.5 lbs) (3) ALU RRH2x40-07L 700MHz RRHs[1] (3) ALU RRH2x60-1900A-4R 1900MHz RRHs[2] (1) DC 6 Squid[1] (1) DC 6 Fiber Distribution Box[1] at Equipment Platform (6) Pipe Mounts[1] (3) Unistrut Mounts[1]	AT&T	Existing to Remain

1. Existing equipment to remain. 2. Existing equipment to be removed.

Table 2 - Proposed AT&T Antenna and Cable Information

Center Line Elevation (ft)	Total No. of Antennas	Antenna Model / Mount	Carrier	Feed Line (in)
88'-0"	6	(3) Andrew SBNHH-1D65A Panel Antennas (3) DC 6 Fiber Distribution Box (1) FC-12 Fiber Distribution Box at Equipment Platform (3) ALU RRH4x25-WCS-4R RRHs (3) ALU B25 RRH4x30-4R RRHs	AT&T	-

AT&T Site No: NYCNNY2Q73
AT&T Site Name: Playland

July 25, 2016
Structural Certification cont'd from pg.1

As part of this review and analysis, **Burtner ES/NB+C ES** has reviewed preliminary construction documents prepared by **Burtner ES/NB+C ES dated** July 19, 2016, LTE2C construction documents and structural analysis prepared by this office dated October 28, 2015 and February 12, 2015 respectively, previous construction documents and structural analysis prepared by URS Corporation dated June 23, 2011 and January 18, 2011 respectively, AT&T site audit photos taken July 6, 2016 and AT&T RFDS dated June 8, 2016. This certification assumes that all structural members are in good condition. The contractor shall be responsible for the means and methods of construction. No structural qualification is made or implied by this certification for existing structural members not supporting the proposed installation. Any deterioration or localized damage or distress to the structure or mounts, should be documented and reported to the engineer and repaired by the contractor prior to the installation of the proposed antennas and RRHs.

Based on an assessment of the existing site conditions and by reviewing the aforementioned documents, and per the code provision of the 2015 International Building Code and Structural Standards for Steel Antenna Towers and Antenna Supporting Structures ANSI/TIA-222-G code for applied gravity and lateral loads, using a basic design wind speed of one-hundred-and-twenty (120) mph at 88'-0" above ground level, **Burtner ES/NB+C ES** has determined that the existing structure is adequate and can support the proposed installation without any structural modification or reinforcement to the existing structure. The proposed RRHs will be mounted to the existing unistrut mounts inside the existing cupola wall and therefore the increase in wind area is considered negligible. The proposed antennas will be mounted to the existing pipe mounts located on the existing building façade.

Please refer to the construction documents prepared by **Burtner ES/NB+C ES** for additional details. Should you have any questions or require additional information, please feel free to contact us.

BURTNER ENGINEERING SERVICES, PLLC
NY CERTIFICATE OF AUTHORIZATION #0010982

Prepared by: Peter Velez

Respectfully submitted by:

Krupakaran Kolandaivelu, PE
Engineering Manager – Structural
NY PE License No. 091974

Effective Projected Area (EPA)

Area Comparison Tool for Antenna Modifications

Date:	7/25/2016
Site Name:	Playland
Site ID:	NYCNNY2Q73
Carrier:	AT&T
Antenna Elevation:	88'

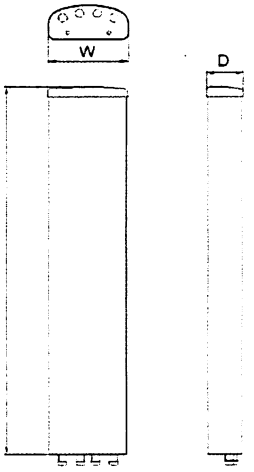
NB+C TOTALLY COMMITTED

Legend:	
Input	
Output	

Existing Loading (include all existing equipment for the carrier)

Antennas, TMAs, Diplexers, & RETs

Manufacturer	Model Number	Round or Flat	Dimensions Height (in)	Width (in)	Depth (in)	No. of Antennas Alpha	Beta	Gamma	Total No. of Antennas
	742-264	F	51.8	10.3	5.5	1			1
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				



Proposed Loading (include the total loading configuration for the carrier)

Antennas, TMAs, Diplexers, & RETs

Manufacturer	Model Number	Round or Flat	Dimensions Height (in)	Width (in)	Depth (in)	No. of Antennas Per Alpha	Beta	Gamma	Total No. of Antennas
	SBNHH-1D65A	F	55	11.9	7.1	1			1
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				

Proposed EPA = 6.36 ft^2

Existing EPA = 5.19 ft^2

Dish EPA [ ] ft^2

Net Change in Wind Area = 1.18 ft^2

Net Percentage Change in Wind Area = 22.67 %

Existing Structure EPA (Component that loading is attached to) = 0.00 ft^2 (see TIA-222-G section 2.6.9.1.1 - 2.6.9.2.5 for equations)

Net Percentage increase in Wind Area to existing structure with antenna loading = 0.00 %

User Notes:

1) Search for your antenna manufacturer and model no. from the drop down menus before searching for the dimensions, If the antenna is in the database the size will auto-populate, If the antenna is not in the database you can manually input the dimensions

2) If there are existing or proposed dishes you will need to input the front EPA into the box provided

Spreadsheet notes:

1) Areas do not include mount frames or mount pipes.

2) Alpha, Beta, Gamma sectors assumed to be 120 degree seperation.

WINDSPEED BY LOCATION

Applied Technology Council

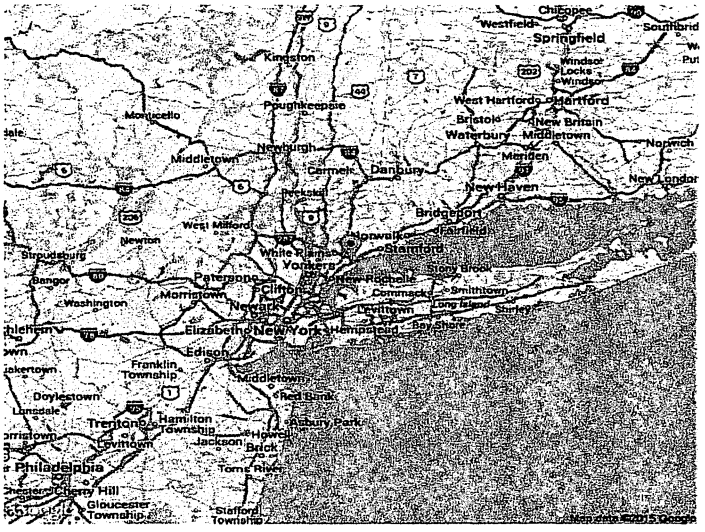
Search Results

Latitude: 40.9782
Longitude: -73.6847

ASCE 7-10 Wind Speeds (3-sec peak gust MPH*):

Risk Category I: 107
Risk Category II: 117
Risk Category III-IV: 125
MRI 10 Year:** 76
MRI 25 Year:** 85
MRI 50 Year:** 90
MRI 100 Year:** 96

ASCE 7-05: 106
ASCE 7-93: 80



*MPH(Miles per hour)

**MRI Mean Recurrence Interval (years)

Users should consult with local building officials to determine if there are community-specific wind speed requirements that govern.

Sponsored by the ATC Endowment Fund Applied Technology Council 201 Redwood Shores Parkway, Suite 240 Redwood City, California 94065 (650) 595-1542

Antenna Mast Structural Analysis:

Site Information:

Site Name: Playland
Address: 66 Milton Rd, Rye, New York 10580, Westchester County

Wind Loads on Antennas Per ASCE 7-10

		ASCE/SEI 7-10 Reference
Location:	Rye, NY	
Risk Category:	II	Table 1.5-1, pg. 2
Exposure:	$Exp := "B"$	Section 26.7.3, pg 251
Topographic Factor:	$K_{zt} := 1.0$	Section 28.8.2, pg 254
Wind Directional Factor:	$K_d := 0.95$	Table 26.6-1, pg 250
Gust Response Factor:	$G := .85$	Section 26.9.1, Pg. 254
Basic Wind Speed (mph):	$V := 120$	Figure 26.5-1 A-C, pgs 247-249
Equipment Mid Height AGL (ft):	$h := 88\ ft$	
Velocity Pressure Coefficient:	$z_g := \begin{cases} 1200 & \text{if } Exp = "B" \\ 900 & \text{if } Exp = "C" \\ 700 & \text{if } Exp = "D" \end{cases} = 1200$	Table 26.9-1, pg 256
	$\alpha := \begin{cases} 7 & \text{if } Exp = "B" \\ 9.5 & \text{if } Exp = "C" \\ 11.5 & \text{if } Exp = "D" \end{cases} = 7$	
	$K_z := 2.01 \cdot \left(\frac{h}{z_g}\right)^{\frac{2}{\alpha}} = 0.953$	Table 27.3-1, Pg. 261
Velocity Pressure (psf):	$q_z := 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2 psf$	Equation 27.3-1, Pg. 260
	$q_z = 33.37 \cdot psf$	

Mast Dimensions

Pipe Diameter:

PipeD :=

1Ø
1.5Ø
2Ø
2.5Ø
3Ø

Diameter

$h_{mast} := 60in$ Mast height: Assumed from site photos dated March 10, 2014

$d_{out} = 2.875 \cdot in$ Mast diameter IN

$d_{in} = 2.469 \cdot in$ Mast diameter OUT

$Mmast_{plf} = 5.793 \cdot \frac{lbf}{ft}$ Mast weight per foot

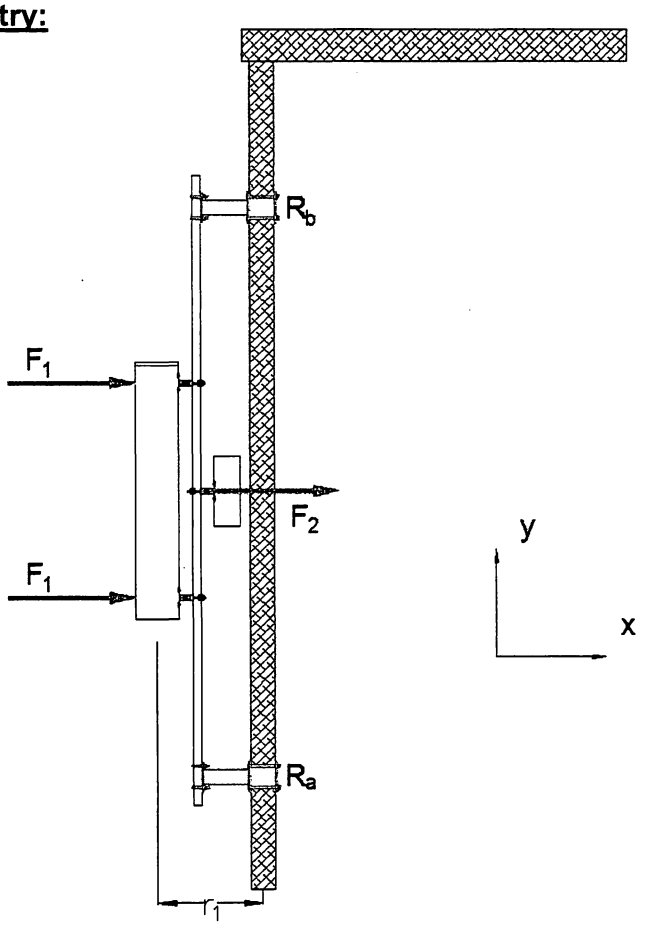
$M_{mast} := Mmast_{plf} \cdot h_{mast}$

$M_{mast} = 29 \cdot lbf$ Mast total weight

Antenna Dimensions

	Antenna 1: SBNHH-1D65A	MAST: 2.5" SCH 40 Pipe
Antenna height	$h_1 := 55in$	$h_3 := h_{mast} = 60 \cdot in$
Antenna width	$w_1 := 11.9in$	$w_3 := d_{out} = 2.875 \cdot in$
Antenna depth	$d_1 := 7.1in$	$d_3 := d_{out} = 2.875 \cdot in$
Antenna weight	$m_{ant} := 33.5lbf$	$M_{mast} = 29 \cdot lbf$
Wind area front	$A_{1f} := h_1 \cdot w_1$	$A_{3f} := h_3 \cdot w_3$
Wind area side	$A_{1s} := h_1 \cdot d_1$	$A_{3s} := h_3 \cdot d_3$
Aspect ratio	$Aspect_{1x} := \frac{h_1}{w_1} = 4.6$	$Aspect_{3x} := \frac{h_3}{w_3} = 20.9$
	$Aspect_{1z} := \frac{h_1}{d_1} = 7.7$	$Aspect_{3z} := \frac{h_3}{d_3} = 20.9$
Force Coeff front	$C_{f1x} = 1.36$	$C_{f3x} := 1.2$
Force Coeff side	$C_{f1z} = 1.42$	$C_{f3z} := 1.2$

Geometry:



$r1 := .3ft$ Stand-off

Wind Loads:

Antenna 1:

$W_{x1} := q_z \cdot G \cdot C_{f1x} \cdot A_{1f}$

$W_{x1} = 175.4 \cdot lbf$

$W_{z1} := q_z \cdot G \cdot C_{f1z} \cdot A_{1s}$

$W_{z1} = 109.6 \cdot lbf$

MAST:

$W_{x3} := q_z \cdot G \cdot C_{f3x} \cdot A_{3f}$

$W_{x3} = 40.8 \cdot lbf$

$W_{z3} := q_z \cdot G \cdot C_{f3z} \cdot A_{3s}$

$W_{z3} = 40.8 \cdot lbf$

Reactions: X-dir

$F_{1x} := \frac{W_{x1}}{2} = 87.7 \cdot lbf$

$F_{2x} := 0 = 0 \cdot lbf$

$F_{3x} := W_{x3} = 40.8 \cdot lbf$

$R_{ax} := \frac{2F_{1x} + F_{2x} + F_{3x}}{2}$ Sum of the forces in x-dir

$\boxed{R_{ax} = 108.1 \cdot lbf}$

$R_{bx} := R_{ax}$

$\boxed{R_{bx} = 108.1 \cdot lbf}$

Reactions: Z-dir

$F_{1z} := \frac{W_{z1}}{2} = 54.8 \cdot lbf$

$F_{2z} := 0 = 0 \cdot lbf$

$F_{3z} := W_{z3} = 40.8 \cdot lbf$

$R_{az} := \frac{2F_{1z} + F_{2z} + F_{3z}}{2}$ Sum of the forces in z-dir

$\boxed{R_{az} = 75.2 \cdot lbf}$

$R_{bz} := R_{az}$

$\boxed{R_{bz} = 75.2 \cdot lbf}$

Reactions: Due to Gravity Loads:

$Mass_{total} := m_{ant} + M_{mast}$

$F_4 := -Mass_{total} = -62.5 \cdot lbf$

$M_{overhang} := F_4 \cdot r1 = -18.7 \cdot ft \cdot lbf$ Additional Moment due to gravity loads applied

$\boxed{R_{b1} := \frac{M_{overhang}}{h_{mast}}}$ Couple applied at a and b

$R_{a1} := -R_{b1}$

$R_{a1} = 3.7 \cdot lbf$

Mast Bending Moments:

$$Mx_{max} := \frac{2\max\left(\left|R_{ax} + \left|R_{a1}\right|\right|, \left|R_{bx} + \left|R_{b1}\right|\right|\right) \cdot h_{mast}}{4}$$

$Mx_{max} = 279.5 \cdot ft \cdot lbf$

$$Mz_{max} := \frac{2\max\left(\left|R_{az} + \left|R_{a1}\right|\right|, \left|R_{bz} + \left|R_{b1}\right|\right|\right) \cdot h_{mast}}{4}$$

$Mz_{max} = 197.3 \cdot ft \cdot lbf$

MAST BENDING FAILURE CHECK

$E := 29000ksi$

$F_y := 35ksi$

$$Z := \frac{d_{out}^3 - d_{in}^3}{6}$$

$$I_m := \pi \cdot \frac{\left(d_{out}^4 - d_{in}^4\right)}{64}$$

$Z = 1.452 \cdot in^3$

$I_m = 1.53 \cdot in^4$

$$t_{ratio} := \frac{d_{out}}{d_{out} - d_{in}}$$

Check if Local Buckling needs to be considered. AISC 2005 Specification for Structural Steel Buildings Table B4.1

$t_{ratio} = 7.1$

$$t_{limit} := .07 \cdot \frac{E}{F_y}$$

$t_{ratio} < t_{limit}$ therefore buckling need not be considered. AISC 2005 Specification for Structural Steel Buildings Table B4.1

$t_{limit} = 58$

$M_{allow} := Z \cdot \frac{F_y}{1.67} = 2536.1 \cdot ft \cdot lbf$

Nominal Flexure Strength AISC 2005 Specifications for Structural Steel Buildings F8-1

$Mx_{max} = 279.5 \cdot ft \cdot lbf$

$Mz_{max} = 197.3 \cdot ft \cdot lbf$

$Check_1 = \text{"GOOD"}$

MAST DEFLECTION CHECK:

Deflection calculated by assuming a simply supported beam with the load applied at the beam center

$F_e := \max\left[\left(2F_{1x} + F_{2x} + F_{3x}\right), \left(2F_{1z} + F_{2z} + F_{3z}\right)\right]$

$F_e = 216.1 \cdot lbf$

$L_1 := h_{mast}$

$L_1 = 5 \cdot ft$

$\Delta := \left|\frac{F_e \cdot L_1^3}{48 \cdot E \cdot I_m}\right| \quad \Delta_{allow} := .015 h_{mast}$

$\Delta_{allow} = 0.9 \cdot in$

$\Delta = 0.022 \cdot in$

$Check_2 = \text{"GOOD"}$

BOLT CONNECTION CHECK:

1/2" diameter Hilti HY-20 bolts with 6" embedment:

Per construction documents prepared by URS Corporation dated June 23, 2011

$F_{T.allow} := 745lbf$

$F_{V.allow} := 930lbf$

Max Load on Anchors

$F_{Tx} := \max\left(\left|R_{ax}\right| + \left|R_{a1}\right|, \left|R_{bx}\right| + \left|R_{b1}\right|\right)$

$F_{Vy} := \frac{Mass_{total}}{2}$

$F_{Vz} := \max\left(\left|R_{az}\right| + \left|R_{a1}\right|, \left|R_{bz}\right| + \left|R_{b1}\right|\right)$

$Inter := \frac{\frac{F_{Tx}}{2}}{F_{T.allow}} + \frac{\frac{F_{Vy}}{2}}{F_{V.allow}} + \frac{\frac{F_{Vz}}{2}}{F_{V.allow}} = 13.4 \cdot \%$

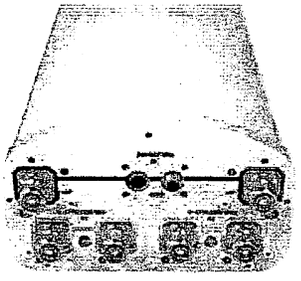
$Check_3 = \text{"GOOD"}$

The existing pipe mounts connecting the existing pipe mounts to the existing building facade are adequate for the proposed configuration and the proposed AT&T equipment can be installed as intended. Please see the construction documents prepared by NB+C ES for further details.

Product Specifications

COMMSCOPE®

POWERED BY ANDREW.



SBNHH-1D65A

Andrew® Tri-band Antenna, 698–896 and 2 x 1710–2360 MHz, 65° horizontal beamwidth, internal RET. Both high bands share the same electrical tilt.

- Interleaved dipole technology providing for attractive, low wind load mechanical package

Electrical Specifications

Frequency Band, MHz	698–806	806–896	1710–1880	1850–1990	1920–2180	2300–2360
Gain, dBi	13.6	13.7	16.5	16.9	17.1	17.6
Beamwidth, Horizontal, degrees	66	61	70	65	62	61
Beamwidth, Vertical, degrees	17.6	15.9	7.1	6.6	6.2	5.5
Beam Tilt, degrees	0–18	0–18	0–10	0–10	0–10	0–10
USLS, dB	16	13	13	13	12	12
Front-to-Back Ratio at 180°, dB	25	27	28	28	27	29
CPR at Boresight, dB	20	16	20	23	17	20
CPR at Sector, dB	10	5	11	6	1	4
Isolation, dB	25	25	25	25	25	25
Isolation, Intersystem, dB	30	30	30	30	30	30
VSWR | Return Loss, dB	1.5 | 14.0	1.5 | 14.0	1.5 | 14.0	1.5 | 14.0	1.5 | 14.0	1.5 | 14.0
PIM, 3rd Order, 2 x 20 W, dBc	-153	-153	-153	-153	-153	-153
Input Power per Port, maximum, watts	350	350	350	350	350	300
Polarization	±45°	±45°	±45°	±45°	±45°	±45°
Impedance	50 ohm	50 ohm	50 ohm	50 ohm	50 ohm	50 ohm

Electrical Specifications, BASTA*

Frequency Band, MHz	698–806	806–896	1710–1880	1850–1990	1920–2180	2300–2360
Gain by all Beam Tilts, average, dBi	13.1	13.1	16.1	16.5	16.7	17.2
Gain by all Beam Tilts Tolerance, dB	±0.5	±0.5	±0.5	±0.3	±0.5	±0.4
Gain by Beam Tilt, average, dBi	0 ° | 13.4	0 ° | 13.4	0 ° | 16.0	0 ° | 16.3	0 ° | 16.5	0 ° | 17.0
	9 ° | 13.1	9 ° | 13.1	5 ° | 16.2	5 ° | 16.5	5 ° | 16.8	5 ° | 17.3
	18 ° | 12.7	18 ° | 12.7	10 ° | 16.1	10 ° | 16.5	10 ° | 16.6	10 ° | 16.9
Beamwidth, Horizontal Tolerance, degrees	±3.1	±5.4	±2.8	±4	±6.6	±4.6
Beamwidth, Vertical Tolerance, degrees	±1.8	±1.4	±0.3	±0.4	±0.5	±0.3
USLS, dB	15	14	15	15	15	14
Front-to-Back Total Power at 180° ± 30°, dB	22	21	26	26	24	25
CPR at Boresight, dB	22	16	22	25	21	22
CPR at Sector, dB	10	6	12	8	5	4

* CommScope® supports NGMN recommendations on Base Station Antenna Standards (BASTA). To learn more about the benefits of BASTA, download the whitepaper Time to Raise the Bar on BSAs.

General Specifications

Antenna Brand	Andrew®
Antenna Type	DualPol® multiband with internal RET
Band	Multiband
Brand	DualPol® | Teletilt®
Operating Frequency Band	1710 – 2360 MHz | 698 – 896 MHz

Product Specifications

COMMSCOPE®

SBNHH-1D65A

POWERED BY ANDREW.

Mechanical Specifications

Color	Light gray
Lightning Protection	dc Ground
Radiator Material	Aluminum | Low loss circuit board
Radome Material	Fiberglass, UV resistant
RF Connector Interface	7-16 DIN Female
RF Connector Location	Bottom
RF Connector Quantity, total	6
Wind Loading, maximum	445.0 N @ 150 km/h 100.0 lbf @ 150 km/h
Wind Speed, maximum	241.4 km/h | 150.0 mph

Dimensions

Depth	180.0 mm | 7.1 in
Length	1398.0 mm | 55.0 in
Width	301.0 mm | 11.9 in
Net Weight	15.2 kg | 33.5 lb

Remote Electrical Tilt (RET) Information

Input Voltage	10–30 Vdc
Power Consumption, idle state, maximum	2.0 W
Power Consumption, normal conditions, maximum	11.0 W
Protocol	3GPP/AISG 2.0 (Multi-RET)
RET Interface	8-pin DIN Female | 8-pin DIN Male
RET Interface, quantity	1 female | 1 male
RET System	Teletilt®

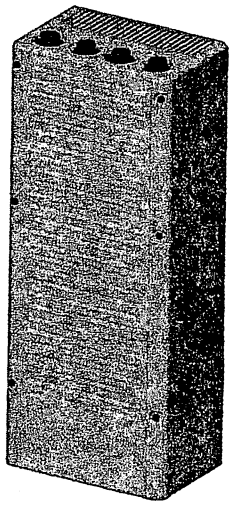
Regulatory Compliance/Certifications

Agency	Classification
RoHS 2011/65/EU	Compliant by Exemption
China RoHS SJ/T 11364-2006	Above Maximum Concentration Value (MCV)
ISO 9001:2008	Designed, manufactured and/or distributed under this quality management system

Included Products

BSAMNT-1 — Wide Profile Antenna Downtilt Mounting Kit for 2.4 - 4.5 in (60 - 115 mm) OD round members. Kit contains one scissor top bracket set and one bottom bracket set.

ALCATEL-LUCENT RRH4X25-WCS



The Alcatel-Lucent RRH4x25-WCS is the new addition of Remote Radio Head to the extended product line of Alcatel-Lucent's distributed Base Station solution, aimed at facilitating the RF site acquisition and civil engineering.

Supporting 2Tx/4Tx MIMO and 4 ways Rx diversity, it allows North American operators to have a compact radio solution to deploy LTE in the new Wireless Communication Services band (WCS - 2.3 GHz, 3GPP band 30), providing them with the means to achieve high capacity, high quality and high coverage with minimum site requirements.

The Alcatel-Lucent RRH4x25-WCS product has four transmit RF paths, delivering either 4x25 or 2x50 W RF output power, and four receive RF paths. It supports 4Rx diversity and offers the possibility to select, just by Software, 2Tx or 4Tx MIMO configurations with an instantaneous bandwidth of either 5MHz or 10MHz.

The Alcatel-Lucent RRH4x25-WCS is a near zero-footprint solution and operates noise free, simplifying negotiations with site property owners and minimizing environmental impacts. Installation can easily be done by a single person because the Alcatel-Lucent RRH4x25-WCS is compact and weights less than 30 kg, eliminating the need for a crane to hoist the equipment to the rooftop.

Thanks to its small sizes and weight, the Alcatel-Lucent RRH4x25-WCS can be installed close to the antenna. Operators can therefore locate the Alcatel-Lucent RRH4x25-WCS where RF engineering is deemed ideal, minimizing trade-offs between available sites and RF optimum sites. The RF feeder and installation costs are reduced or even eliminated.

FEATURES

- Operating in 2.3 GHz band (WCS, 3GPP band 30)
- LTE 2Tx or 4Tx MIMO (switchable) and 4Rx Diversity
- Output power: Up to 2x50W or 4x25W
- Convection-cooled (fan-less)
- Supports AISG 2.0 ALD devices (RET, TMA) through RS485 or RF ports

BENEFITS

- Compact to reduce additional footprint when adding LTE in WCS band
- MIMO scheme operation selection (2Tx or 4Tx) by Software only
- Improves Downlink spectral efficiency through MIMO4
- Increases LTE coverage thanks to 4RxDiv capability and best in class Rx sensitivity
- Easy installation, with a unit that can be carried and set up by one person
- Flexible mounting options: Pole/Wall/Floor

TECHNICAL SPECIFICATIONS

Features & performance	
Number of TX/RX paths	4 duplexed (either 4T4R or 2T4R by SW)
Frequency band	WCS band (3GPP band 30) DL: 2350 - 2360 MHz UL: 2305 - 2315 MHz
Instantaneous bandwidth – # carriers	10MHz - 1 LTE carrier (5 or 10MHz)
RF output power	2x50W or 4x25W (by SW)
Noise figure – RX Diversity scheme	2.5 dB typ. (<3 dB max) – 2 or 4 ways Rx diversity
Size (HxWxD) in mm (in) Volume Weight in kg (lb) (w/o mounting HW)	800 x 305 x 220 (31.5" x 12" x 8.7") (with solar shield) 54 l 31.5 (70)
DC voltage range DC power consumption (@ -[illegible]V)	-40.5 to -57V at full performance, -38 to -57V at full performance (but power consumption) 500W typical @100% RF load in 2Tx operation, 550W typical in 4Tx operation
Environmental conditions Wind load (@ 150 km/h or 93mph)	40°C (-40°F) / +55°C (+131°F) IP65 Frontal: <300N / Lateral : <200N
Antenna ports	2 ports 7/16 DIN female (50 ohms) VSWR < 1.5
CPRI ports	2 CPRI ports (@4.9 Gbps) SFP single mode dual fiber
AISG interfaces	1 AISG2.0 output (RS485) Integrated Bias Tee on 2 duplexed RF ports
Misc. Interfaces	6 external alarms (2 connectors) – 2 Tx monitor ports - 1 DC block
Installation conditions	Pole and wall mounting
Regulatory compliance	3GPP 36.141 / 3GPP 36.113 / GR-1089-CORE / UL 60950-1 / FCC Part 27

Alcatel·Lucent

Physical description

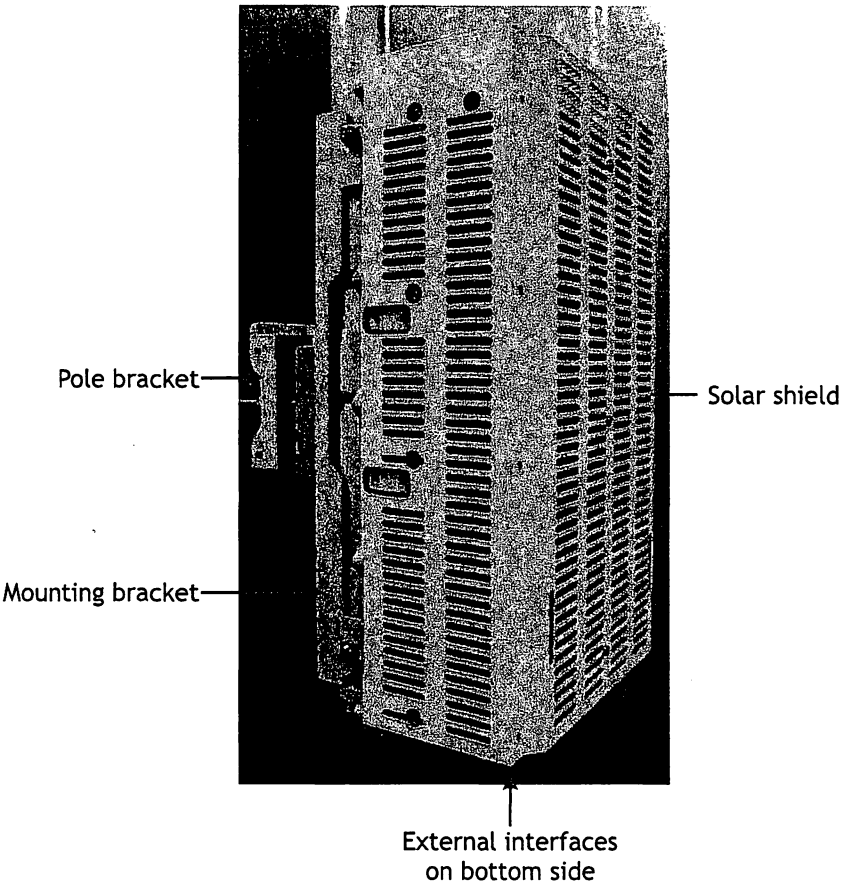
Overview

This topic provides a physical description of the Alcatel-Lucent B25 RRH4x30.

External view

The following figure shows the external view of the Alcatel-Lucent B25 RRH4x30:

Figure 2-1 Alcatel-Lucent B25 RRH4x30 external view



Note: The Alcatel-Lucent B25 RRH4x30 must be installed as shown, vertically oriented with the RF ports and other external interfaces at the bottom. Upside down and horizontal mounting are not allowed.

Weights and dimensions

Overview

This topic provides the Alcatel-Lucent B25 RRH4x30 weights and dimensions.

Alcatel-Lucent B25 RRH4x30 weights and dimensions

The following table provides the weight and dimensions for the Alcatel-Lucent B25 RRH4x30.

Description/Parameter	Specification [1] [2]
Height	538.5 mm (21.2 inches)
Width	304 mm (11.97 inches)
Depth	182.4 mm (7.18 inches)
Weight (without mounting hardware)	24 kg (52.9 lbs)

Notes:

1. All specifications provided are with the solar shield installed.
2. Dimensions do not include connectors or other small protrusions.

Miscellaneous hardware weights

The following table provides approximate weights for other miscellaneous hardware.

Item	Weight — kg (lbs)
Shipping box and packaging	3.6 (8)
Carrying handle	0.1 (0.3)
Mounting bracket (used for wall and pole mounting)	2.3 (5.1)
Wall mounting kit	2.2 (4.8)
Pole mounting brackets: • Small pole mount kit • Large pole mount kit	 • 3.9 (8.6) • 2.4 (5.3)
User alarm cable	15 m (50 ft) = 1.29 (2.85) 30 m (100 ft) = 2.59 (5.7)
RF antenna cable	1.22 m (4 ft) = 0.38 (0.84) 3.66 m (12 ft) = 0.93 (2.04) 9.8 m (32 ft) = 2.29 (5.04)

Item	Weight — kg (lbs)
AISG cable	1 m (3.28 ft) = 0.09 (0.19) 5 m (16.4 ft) = 0.43 (0.95) 10 m (32.81 ft) = 0.86 (1.9) 25 m (82.02 ft) = 2.15 (4.75) 40 m (131.23 ft) = 3.45 (7.6) 50 m (164.04 ft) = 4.31 (9.5) 80 m (262.47 ft) = 6.89 (15.2)
Single mode dual fiber (SMDF) optical cable	5 m (16.4 ft) = 0.12 (0.27) 10 m (32.8 ft) = 0.24 (0.53) 15 m (50 ft) = 0.36 (0.80) 30 m (100 ft) = 0.73 (1.6) 50 m (164.04 ft) = 1.2 (2.65) 70 m (229.66 ft) = 1.68 (3.71) 85 m (278.87 ft) = 2.05 (4.51) 100 m (328.08 ft) = 2.40 (5.3) 150 m (492.12 ft) = 3.63 (8) 200 m (656.17 ft) = 4.81 (10.6) 250 m (820.21 ft) = 6.01 (13.25) 300 m (984.25 ft) = 7.26 (16)

CITY COUNCIL AGENDA

NO. 10 DEPT.: Corporation Counsel DATE: November 2, 2016

CONTACT: Kristen K. Wilson, Esq., Corporation Counsel

AGENDA ITEM: Consideration to set a Public Hearing for November 16, 2016 and referral to the Board of Architectural Review for a Special Permit Application submitted by T-Mobile Northeast LLC ("T-Mobile") for modifications to its existing wireless telecommunications facility located at 66 Milton Road.

FOR THE MEETING OF:
November 2, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council refer the Special Use Permit Application from T-Mobile Northeast LLC ("T-Mobile") to the BAR and set a Public Hearing.

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND: T-Mobile is seeking approval for modifications to its existing wireless telecommunications facility on the roof of the Blind Brook Lodge located at 66 Milton Road. The proposed modification consists of the replacement of four (4) existing T-Mobile panel antennas with the installation of four (4) new panel antennas and the replacement of two (2) existing equipment cabinets. There will be not substantial change to the physical dimensions of the Existing T-Mobile Base Station as a result of the proposed modifications.

Pursuant to Sections 196-13 and 196-16 of the Code of the City of Rye the Council may refer the application to the Board of Architectural Review (BAR) who will provide a written assessment to the Council.

See attached.

LAW OFFICES OF
SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591
(914) 333-0700
FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS
e mail to **cbonomolo@snyderlaw.net**

NEW YORK OFFICE
445 PARK AVENUE, 9TH FLOOR
NEW YORK, NEW YORK 10022
(212) 749-1448
FAX (212) 932-2693

LESLIE J. SNYDER
ROBERT D. GAUDIOSO

DAVID L. SNYDER
(1956-2012)

NEW JERSEY OFFICE
ONE GATEWAY CENTER, SUITE 2600
NEWARK, NEW JERSEY 07102
(973) 824-9772
FAX (973) 824-9774

REPLY TO:
TARRYTOWN OFFICE

September 13, 2016

By Hand Delivery

Ms. Maureen Eckman, Building Inspector
Building Department
City of Rye
1051 Boston Post Road
Rye, New York 10580

RE: **Building Permit Application**
T-Mobile Northeast LLC
66 Milton Road, Rye ("City"), New York

Dear Ms. Eckman:

We represent T-Mobile Northeast LLC ("T-Mobile") in connection with this Eligible Facilities Request to modify an existing base station ("Existing Facility") that does not substantially change the physical dimensions of such base station pursuant to Section 6409 (codified as 47 U.S.C.S. § 1455(a)) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Tax Relief Act"), enacted on February 22, 2012 (a copy of which is attached hereto).

Section 6409 of the Tax Relief Act requires the City to grant T-Mobile's request to modify an existing base station so long as T-Mobile's proposed modification does not substantially change the physical dimensions of such base station. The legislative history for Section 6409 clearly establishes the intent of Congress. "Section 6409. This section streamlines the process for siting of wireless facilities by *preempting the ability of State and local authorities to delay collocation of, removal of, and replacement of wireless equipment* (emphasis added)." 158 Cong. Rec. E237-39 (daily ed. February 24, 2012) (statement of Rep. Fred Upton). In addition, the Federal Communications Commission adopted regulations ("FCC Regulations") implementing Section 6409 of the Tax Relief Act. See Title 47 C.F.R Section 1.40001, a copy of which is enclosed. Under the FCC Regulations, an eligible facilities request is deemed approved if not acted upon within sixty (60) days of the filing of the application.

As set forth in the materials submitted herewith, T-Mobile's modification involves the replacement of transmission equipment and does not substantially change the physical dimensions of the existing base station.

Specifically, T-Mobile will be replacing four (4) existing panel antennas with four (4) new panel antennas and related equipment on the rooftop of the existing building ("Existing Building") at the above referenced property ("Property"). Also, T-Mobile proposes to replace two (2) existing equipment cabinets with two (2) new equipment cabinets and install two (2) additional cabinets on the roof in close proximity to T-Mobile's existing equipment. There will be no "substantial change" to the physical dimensions of the base station for the following reasons. **First**, the proposed modification will not increase the height of the Existing Building. **Second**, the number of existing panel antennas located on the Existing Building will not be increased by the instant application. **Third**, the panel antennas will be mounted on the Existing Building in the same manner as the existing antennas and will not protrude from the edge of the Existing Building. **Fourth**, only two (2) new equipment cabinets are proposed to be added in proximity to T-Mobile's existing equipment cabinets, for a total of four (4) cabinets. **Fifth**, there will be no new excavation or deployment outside the current site. **Sixth**, the proposed modification will not defeat any concealment elements of the existing base station.

In furtherance of the foregoing, I have enclosed the required application fees and the following materials:

1. Building Permit Application;
2. Architectural Review Form;
3. Surface Water, Erosion and Sediment Control Permit Application;
4. Certificate of Mailing of BAR Meeting Notice;
5. Four (4) sets of signed and sealed plans prepared by On Air Engineering, LLC ("On Air");
6. Structural certification from On Air;
7. Antenna Site FCC RF Compliance Assessment and Report;
8. Photographs;
9. Certificates of Insurance from T-Mobile's construction contractor; and
10. T-Mobile's insurance certificate.

Please note that a complete copy of the enclosed materials will be e-mailed to the Building Department.

Thank you for your consideration of this Eligible Facilities Request. Please notify our office when the permit has been issued. If you have any questions or require any additional documentation, please do not hesitate to contact me at (914) 333-0700.

Respectfully submitted,
SNYDER & SNYDER, LLP

By: _____
Cara M. Bonomolo

cc: T-Mobile Northeast LLC
Z:\SSDATA\WPDATA\SS3\RDG\T-Mobile\Rye, City of\WE03042 - L700\03-042 Building Permit Filing Letter.wpd

Building Permit Instructions

City of Rye, New York Building Department
1051 Boston Post Road, Rye, New York 10580
Phone: (914) 967-7372 Fax (914) 967-7185 www.ryeny.gov

A. OVERVIEW

Exterior building permits require a substantial amount of information in order to comply with New York State and City of Rye laws. Compiling and preparing this information takes time and often requires the assistance of a licensed professional. In order to efficiently process every building permit application and have them reviewed by the Board of Architectural Review it's important that we strictly adhere to all deadlines. Please give yourself enough time to complete all of the required information before you make any submission. ***Administrative staff has been directed not to accept incomplete or late applications.***

B. DEADLINES FOR SUBMISSION

All exterior building permit applications must be presented to the Architectural Review Board for their review and approval. Completed applications must be submitted to the Building Department on or before **12:00 PM on the Tuesday, thirteen (13) days before the Board of Architectural Review meeting date**. Board of Architectural Review meeting dates and submission deadlines are under the calendar section of the City's website (***www.ryeny.gov***).

C. BUILDING PERMIT APPLICATION CHECK LIST

All Building Permit applications must include the following to be accepted by the Building Department: *(Please complete this check list):*

☑	**Completed Building Permit Application Form,** signed and notarized.
☑	**Completed Board of Architectural Review Form.**
☑	**Certificate of Mailing of BAR Meeting Notice.** The certificate of mailing of BAR meeting notice must be mailed to neighbors ***prior to the submission of the building permit application***. Notice instructions are attached hereto.

Fees. All building permits must include three (3) separate checks payable to the "City of Rye" for the following fees:

☑ **Building Permit Fee:**
Residential: $17 per every $1,000 of construction cost (min. $55)
Commercial: $30 per every $1,000 of construction cost (min. $55)

☑ **Certificate of occupancy Fee:**
For a 1 or 2 family residence: is a $100 flat fee.
For a multi-family residence or commercial property: is a $175

☑ **Surface Water Control Fee:**
$200 flat fee.

Rev Dec. 2012

Building Permit Instructions

City of Rye, New York Building Department
1051 Boston Post Road, Rye, New York 10580
Phone: (914) 967-7372 Fax (914) 967-7185 www.ryeny.gov

☑	**Photographs (3 sets).** Front, rear and side views of the existing property and building where work is to be done.
☐ N/A	**Copy of Variance.** Where applicable, please include a copy of any variance granted by the City Board of Appeals related to the building project.

Four (4) Copies of Plans. Plans must include the following information:

☑ **Plans.** Plans showing the proposed building addition or alteration including proposed elevations and floor plans. Plans must be no larger than 24" x 36" **and must be folded (not rolled) with the white side out**. Plans must be sealed & signed by a licensed/registered architect or professional engineer.

N/A ☐ **Survey.** A property survey prepared within the last two years of the submission date.

☑ **Site Development Plans.** Every application involving land disturbing activities must provide a site development plan prepared by a licensed engineer and must be included with any submission for a building permit. All site development plans must be approved by the City Engineer before the issuance of a building permit. Plans must show all existing and proposed building and site improvements, existing and proposed grading (including any walls), existing trees over 8-inches in caliper and stormwater and erosion control measures (including drainage calculations) as required by Chapters 173 or 174 of the Rye City Code.

N/A ☐ **Zoning Compliance Table.** A completed zoning compliance table indicating compliance with the following bulk or dimensional standards: Lot Area (in square feet), F.A.R., Gross Floor Area, Front Yard, Shortest Side Yard, Total of Two Side Yards, Rear Yard, Stories, Building Height, and Parking.

N/A ☐ **Energy Code Compliance.** The Design Professional shall include on the plans the method and documents used for the determination of the energy calculation per Section 104 of the Energy Conservation Construction Code of New York State.

☑ **Digital Submission.** A complete digital set of plans (.pdf format) shall be emailed to building@ryeny.gov or provided on a CD.

D. OBTAINING A BUILDING PERMIT

Only after your application has been approved by the Board of Architectural can a building permit be issued. In order to obtain a permit once you have been approved by the Board of Architectural Review, you must submit the following:

Building Permit Instructions

City of Rye, New York Building Department
1051 Boston Post Road, Rye, New York 10580
Phone: (914) 967-7372 Fax (914) 967-7185 www.ryeny.gov

☑ **Contractor's Insurance, Liability and Worker's Compensation.** Contractors insurance, (naming the city of rye as certificate holder and additionally insured) including liability and form (NYSC105) workers compensation C-105.2(9-07) (or a signed New York state compensation waiver).

E. BUILDING DEPARTMENT INSPECTIONS

After a building permit is issued, the permit must be prominently displayed on the building (typically in the front window). During the course of construction there a variety of inspections that must be conducted by the City Building Department. It is the responsibility of the applicant, owner, person or corporation to notify the Building Department when ready **(24-hour notice)** at (914) 967-7372, for site protection, footing, foundation, framing, insulation, plumbing, and final inspections, etc.. ***All inspections are done on Tuesday and Thursday only.***

F. CERTIFICATE OF OCCUPANCY

After construction is completed you must obtain a Certificate of Occupancy. This is an important step that many do not complete. The City maintains records of applications that fail to obtain Certificates of Occupancy, which are noted by title searchers prior to the sale of a property. Open "COs" can delay closing and complicate real estate transactions.

The following must be submitted for an issuance of a certificate of occupancy:

1. Final NYS electrical certificate
2. Statement of final cost (completed by property owner)
3. Certificate of construction compliance (completed by supervising architect or contractor)
4. Final inspection, including final plumbing/peppermint test and smoke test for fire place inspection, if required
5. Any final/additional building permit fees must be paid.
6. As-built survey, if required

The above should be submitted within (10) days after the work has been completed. New buildings or use of existing building shall not be used in whole or in part, until a Certificate of Occupancy has been issued by the Building Department certifying that such building conforms to the provisions of the code. The occupancy or use of existing building shall not continue after completion of the alteration, repair or addition without a certificate of occupancy.

Any person or corporation in violation of any provisions of ordinances or codes, including failure to apply for a building permit or certificate of occupancy shall be liable to a penalty, as provided in the ordinances and codes of the City of Rye, as prescribed by law.

Building Permit Application

City of Rye, New York Building Department

1051 Boston Post Road, Rye, New York 10580
Phone: (914) 967-7372 Fax (914) 967-7185 www.ryeny.gov

Permit Type (Check Applicable Box):

☑ Exterior *Value of Improvement* $ 18,000.00

☐ Other (Describe): _____

See Instruction and Procedures. Available online at www. ryeny.gov

Note: All Exterior Building Permits Require Board of Architectural Review Approval.

A. Property Information:

Street Address:	66 Milton Road				
City:	Rye		State: NY	Zip:	10580
Property Area (Acres):	N/A				
Tax Map Designation:	Sheet: 146	Block: 11		Lot(s):	73
Zoning District:	RA-3	Flood Insurance Zone:			

B. Property Owner:

Name:	Blind Brook Lodge Owners, Inc.				
Address:	76 S Lexington Avenue				
City:	White Plains		State: NY	Zip:	10606
Phone:			Email:		

C. Signatures

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

T-Mobile Northeast LLC
By: _____ 9/13/16
Applicant Signature Cara M. Bonomolo Date
Snyder & Snyder, LLP
Attorney for Applicant

see attached letter of authorization
Property Owner Signature Date

_____ 9/13/16
Notary Public Date

Michael P Sheridan
Notary Public State of New York
Westchester County
Commission Expires 08/15/2017
No. 02SH6131715

Rev Dec. 2012

LETTER OF AUTHORIZATION

APPLICATION FOR ZONING APPROVAL/BUILDING PERMIT

Blind Brook Lodge Owners, Inc., the owner of the property located at 66Milton Rd, Rye, NY 10580 (the Property), does hereby appoint T-Mobile Northeast LLC and its representatives, as its agent for the purpose of consummating any application necessary to insure its ability to use the Property for the purpose of operating and modifying a public utility personal wireless services facility and related equipment on the Property. The owner is fully aware of the actions concerning the Property that are being requested by T-Mobile Northeast LLC.

Owner: Blind Brook Lodge Owners, Inc.

By: _____

Name: Wesley Woodlief

Title: Managing agent

Date: April 20, 2016

Sworn to before me this 20th

day of April, 2016

_____

Notary Public

DEIRDRE M RYAN-HAYDEN
Notary Public, State of New York
No. 01RY4786472
Qualified in Rockland County
Commission Expires Feb. 28, 2017

WE03042

Building Permit Application
City of Rye, New York Building Department

D. Applicant/Representative: (If Applicant is not owner, property owner signature is required).

Name: T-Mobile Northeast LLC
Address: 4 Sylvan Way
City: Parsippany State: NJ Zip: 07054
Phone: 914-333-0700 (Snyder & Snyder,LLP) Email: cbonomolo@snyderlaw.net

E. Contractor:

Name: Ramapo Communications Corp
Address: 20 Romanelli Avenue
City: South Hackensak State: NJ Zip: 07606
Phone: 973-370-2354 Email: mark.rivellini@ramapocom.com
Westchester County License #:
Insurance Carrier: see enclosed insurance certificates

NOTE: Please attach hereto, contractors insurance, (naming the city of rye as certificate holder and additionally insured) including liability and Form NYS C105 workers compensation (NYS 105) (or a signed New York State compensation waiver).

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

Modification of existing wireless telecommunications facility, consisting of the replacement of four existing antennas with four new antennas and related equipment, and the addition of two rooftop cabinets and the replacement of two existing cabinets with two new cabinets.

G. Regulatory Compliance

1. Will the proposed project place any fill or a structure within a Flood Zone? ☐ Yes ☑ No
   (If yes, Chapter 100, Floodplain Management, may apply)
2. Is a fence or wall proposed as part of the application? ☐ Yes ☑ No
   (If yes, Chapter 90, Fences and Walls, may apply)
3. Is the property located within 100 feet of a wetland? ☐ Yes ☑ No
   (If yes, Chapter 195, Wetlands and Watercourses, may apply)
4. Is work proposed within a City right-of-way? ☐ Yes ☑ No
   (If yes, Chapter 167, Streets and Sidewalks, may apply)
5. Is the proposed activity located within a designated preservation area? ☐ Yes ☑ No
   (If yes, Chapter 117, Landmarks Preservation, may apply)
6. Is any land disturbing activity proposed? ☐ Yes ☑ No
   (If yes, Chapter 173, Surface Water, Erosion and Sediment Control, may apply)

Board of Architectural Review Application
City of Rye, New York Building Department

A. Address: 66 Milton Road, Rye, New York

B. Applicant/Representative: (If Applicant is not owner, property owner signature is required).

Name: T-Mobile Northeast LLC
Address: 4 Sylvan Way
City: Parsipanny State: NJ Zip: 07054
Phone: 914-333-0700 (Snyder & Snyder, LLP) Email: cbonomolo@snyderlaw.net

Specify the following:

	Material	Color
Exterior Walls:	N/A	N/A
Roof:	N/A	N/A
Trim:	N/A	N/A
Shutters:	N/A	N/A
Chimney:	N/A	N/A

The following have been provided:

	Yes	No
Photographs:	X	
Elevation:	X	
Plot Plan:	X	

T-Mobile Northeast LLC
By: [signature], as attorney
Applicant Signature — Date 9/13/16

see attached letter of authorization
Property Owner Signature — Date

Building Inspector's Determination:

This project complies with the requirements of Chapter 53 of the Rye City Code Yes:___ No:___
Comments: _____

LETTER OF AUTHORIZATION

APPLICATION FOR ZONING APPROVAL/BUILDING PERMIT

Blind Brook Lodge Owners, Inc., the owner of the property located at 66Milton Rd, Rye, NY 10580 (the Property), does hereby appoint T-Mobile Northeast LLC and its representatives, as its agent for the purpose of consummating any application necessary to insure its ability to use the Property for the purpose of operating and modifying a public utility personal wireless services facility and related equipment on the Property. The owner is fully aware of the actions concerning the Property that are being requested by T-Mobile Northeast LLC.

Owner: Blind Brook Lodge Owners, Inc.

By: _____

Name: Wesley Woodlief

Title: Managing agent

Date: April 20, 2016

Sworn to before me this 20th

day of April, 2016

_____

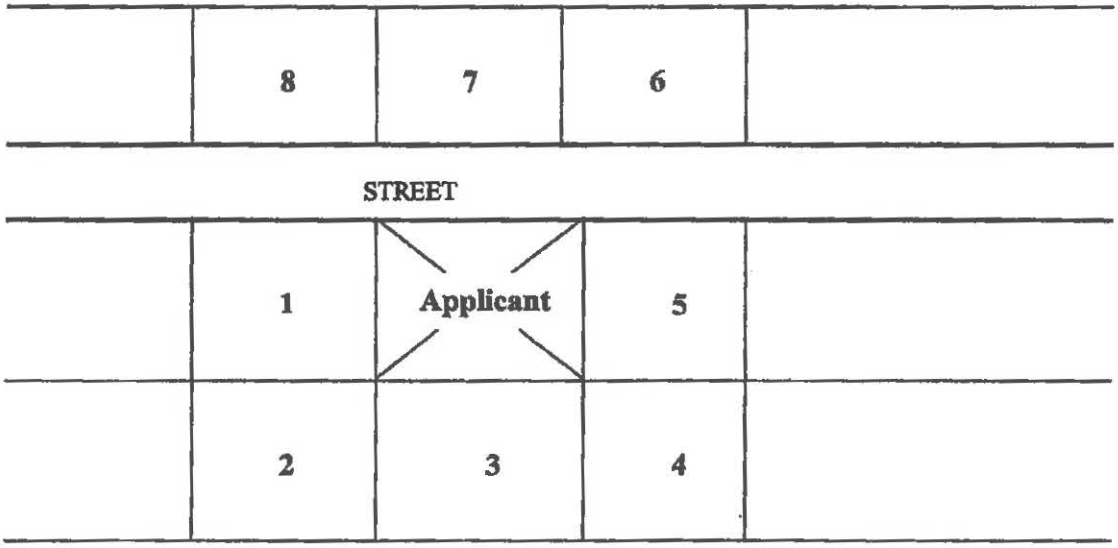
Notary Public

DEIRDRE M RYAN-HAYDEN
Notary Public, State of New York
No. 01RY4786472
Qualified in Rockland County
Commission Expires Feb. 28, 2017

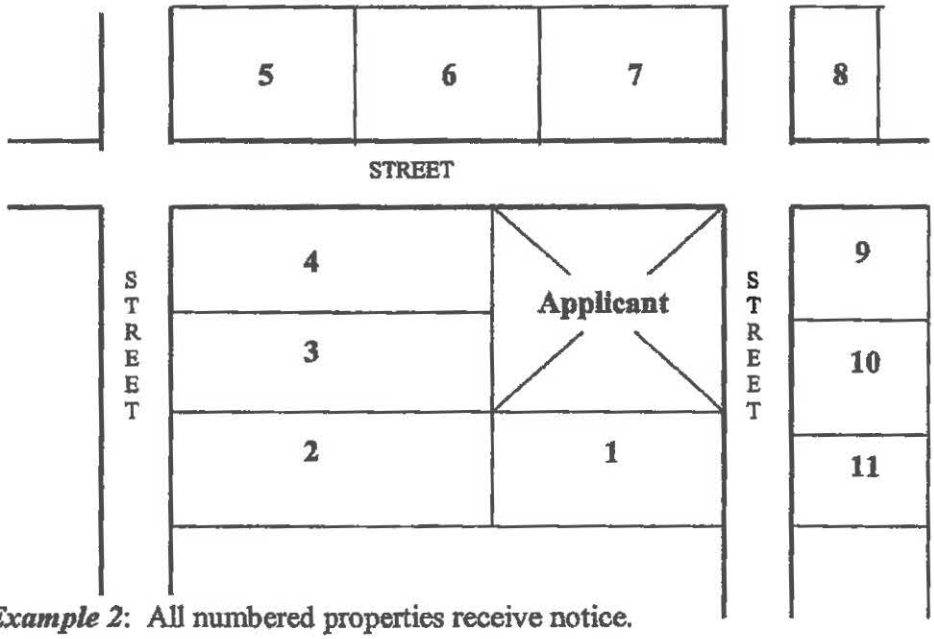
WE03042

Board of Architectural Review Notification Requirements
City of Rye, New York

At least **fourteen (14) days** prior to the Board of Architectural Review meeting date, the applicant must circulate the public notice to all property owners *abutting and located across the street* from the subject property. Notice shall be sent via certified mail (no return receipt). A copy of the certificate of mailing shall be included with the submission of a building permit to the City Building Department. Names and addresses of neighbors can be found by using the "abutters" tab from the mapping section of the City's website at www.ryeny.gov.



Example 1: All numbered properties receive notice.



Example 2: All numbered properties receive notice.

Board of Architectural Review Meeting Notice
City of Rye, New York

An application is being made for a building permit to the City of Rye, New York Building Department for the following:

_____ Addition

__X__ Alteration

_____ New structure

For a property located at: 66 Milton Road

(Check only one of the following paragraphs)

__X__ This application will be referred to the Board of Architectural Review for aesthetic consideration pursuant to Chapter 53 of the Rye City Code, and will be reviewed by the Board at a future public meeting. To determine when this application will be reviewed, please visit the City of Rye website at www.ryeny.gov and click on *Board of Architectural Review Agenda.*

_____ This application is being submitted for a Building Permit as a "Small Project" pursuant to Section 53-1 (B) of the Rye City Code. "Small Projects" are exempt from review by the Board of Architectural Review unless referred by the Building Inspector upon finding that the project may have a substantial aesthetic impact upon immediate neighboring properties. The Board of Architectural Review has prepared guidelines for such referral of "Small Projects", including the receipt of comments from neighbors regarding aesthetic impact. **If you wish to review and comment on this application, you must contact the Building Department within fourteen (14) days of the date indicated on this form.**

This notice is being submitted to you by T-Mobile Northeast LLC
By: Cara M. Bonomolo
Snyder & Snyder, LLP
914-333-0700
Attorney for Applicant

(please print)

9/12/2016
Date

Rev Dec. 2012

Engineering Review Application

City of Rye, New York Engineering Department

1051 Boston Post Road, Rye, New York 10580
Phone 914.967.7676 Fax 914.967.7185 www.ryeny.gov

Section I. Applicant Information

Job Address	66 Milton Road		
Description of work	Modification of Existing Wireless Telecommunications Facility		
Contractor	Ramapo Communications Corp	Owner	Blind Brook Lodge Owners Facility
Address	20 Romanelli Avenue	Address	76 S. Lexington Avenue
City/State/Zip	South Hackensack, NJ 07606	City/State/Zip	White Plains, NY 10606
Phone	973-370-2354	Phone	
Fax		Fax	

Section II. Application Requirements and Conditions

A. Drawings must be submitted for all applications (2 COPIES)
B. Drawing scale must be at least 1" = 30'
C. Street name and house number must be clearly identified.
D. If applicable, location, size, and type of trees on property shall be shown on drawing.
E. Location of any trees in the Right-of-Way AND any trees to be removed must be shown.
F. All work must be in accordance with the New York State Stormwater Management Design Manual.
G. All driveway work must comply with the City of Rye Code section 197-30.
H. Existing and Proposed Contours shall be provided if required by the City Engineer.

Section III. Construction Requirements and Conditions

A. Erosion control measures must be properly installed, maintained and inspected around the work site.
B. Construction entrances must be properly maintained so that dirt and debris is not deposited on the street.
C. Exposed areas must be stabilized as soon as land alterations are completed.
D. Any underground piping or structures must be inspected prior to backfilling.
E. 24 hour notice is required for any inspection.

Section IV. Storm Drain Connection

Will a connection to the Storm Drain be made?
Yes (Right of Way Permit must be filed.) No (Proceed to Section V.)

Section V. Signature

I hereby certify that I am duly authorized to file this application; that all statements contained in this application are true to the best of my knowledge and belief; and that the work will be performed in the manner set forth in the application, plans and specifications filed herewith in compliance with the applicable laws, ordinances, codes, rules, regulations and directives of the City of Rye. The plans and specifications have been prepared so as to include all necessary data to show compliance with the State, County, and City of Rye regulations. The undersigned understands that the filing of this application amounts to the written consent to all necessary inspection by the Engineering Department in connection with this application.

Applicant T-Mobile Northeast LLC
By: Cara M. Bonomolo as attorney Date 9/13/16

Applicant (print) Cara M. Bonomolo Title
Snyder & Snyder, LLP
Attorney for Applicant

For Office use only

Fee $ 200.00
Permit number
Location
Date

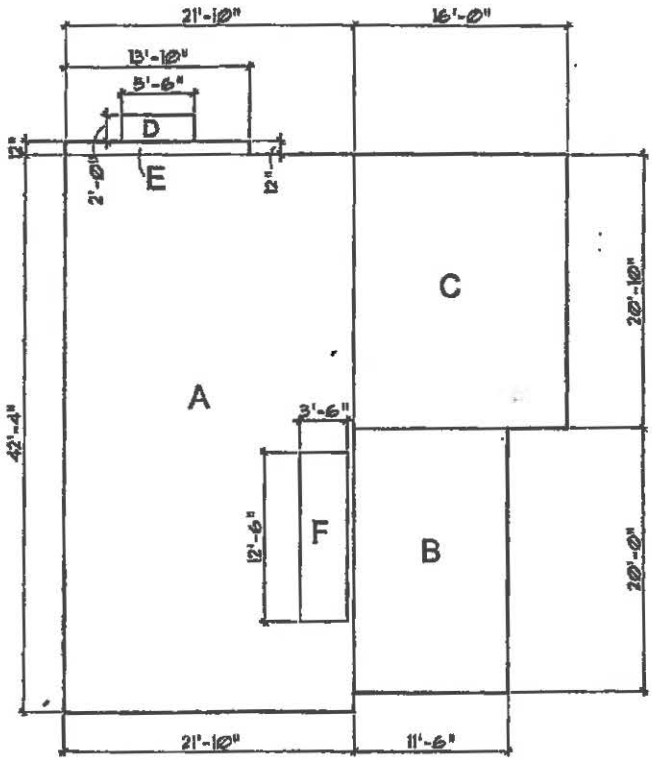
7-25-14 RXC

FAQ's about FAR and Zoning

Measurement for FAR (Floor Area Ratio) includes all building on the property yes including garage.

Measurements are taken from outside wall to outside wall.

An F.A.R. diagram is required see example below



FIRST FLOOR

A = 21'-10" X 42'-4" = 924.06
B = 11'-6" X 20'-0" = 230
C = 16'-0" X 20'-10" = 333.28
D = 5'-6" X 2'-0" = 11.0
E= 13'-10" X 1'-0" = 13.83
F = (3'-6" X 12'-6" = 43.75) STAIR

TOTAL: 1469.82

FAR CALCULATION

0 S.F. - BASEMENT
1,470 S.F. - FIRST FLOOR
1,146 S.F. - SECOND FLOOR
0 S.F. - ATTIC

2,616 S.F. TOTAL HOUSE

PROPERTY INFORMATION

STREET ADDRESS	
TOWN	RYE
STATE	NEW YORK
ZIP CODE	10580
PROPERTY AREA - ACRES	
PROPERTY AREA - SF	
TAX MAP DESIGNATION - SHEET.BLOCK.LOT	
ZONING DISTRICT	

ZONING TABLE - R-.... ZONE

ITEM	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	FEET	FEET	FEET
MAXIMUM FLOOR AREA RATIO			
ACTUAL FLOOR AREA RATIO	NA		
FLOOR AREA - MAX. SF ALLOWABLE	SF	SF	SF
FLOOR AREA - ACTUAL - GROUND FLOOR	NA	SF	SF
FLOOR AREA - ACTUAL - FIRST FLOOR	NA	SF	SF
FLOOR AREA - ACTUAL - SECOND FLOOR	NA	SF	SF
FLOOR AREA - ACTUAL - ATTIC FLOOR	NA	SF	SF
FLOOR AREA - ACTUAL - TOTAL	NA	0 SF	0 SF
MINIMUM LOT WIDTH	FEET	FEET	FEET
FRONT YARD SETBACK	FEET	FEET	FEET
SIDE YARD SETBACK - ONE SIDE	FEET	FEET	FEET
SIDE YARD SETBACK - TOTAL	FEET	FEET	FEET
REAR YARD SETBACK	FEET	FEET	FEET
MAXIMUM HEIGHT	STORIES	STORIES	STORIES
MAXIMUM HEIGHT	FEET	FEET	FEET
ACCESSORY STRUCTURE - MAX. COVERAGE OF REAR YARD	%	%	%
ACCESSORY STRUCTURE - MIN. DISTANCE TO SIDE LINE	FEET	FEET	FEET

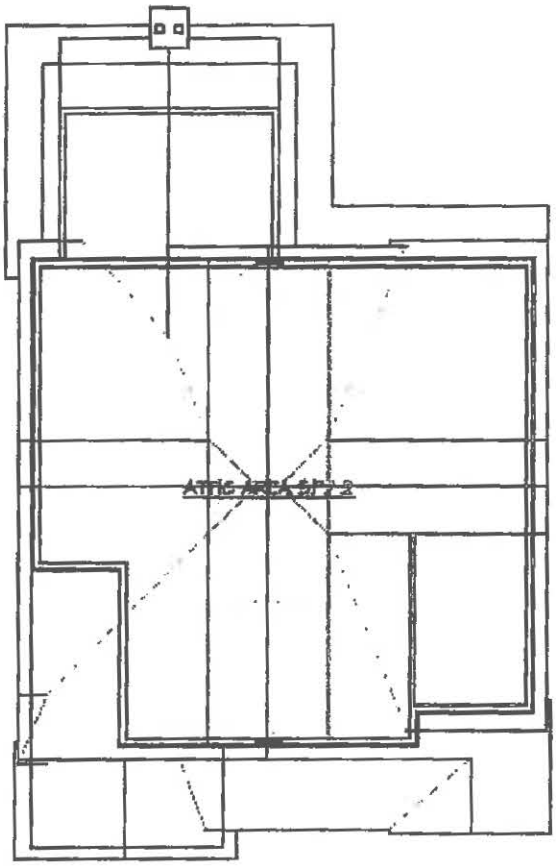
Some variation of the Zoning Chart above should appear on all applications

Chimneys are counted

Staircases directly over one another are counted once

Vaulted ceiling 14 feet or over are counted twice

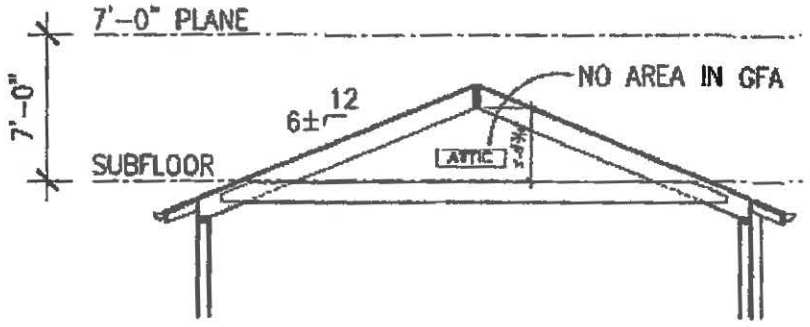
Chapter 197-43 of the Rye City Code will give additional information that is needed for FAR calculation



Provide shaded roof plan

As of September 2014 a portion of the attic space (finished or unfinished) may be included in the FAR calculation (see diagram) this renders most previous FAR calculations on the property as inaccurate

Provide section of roof from highest ridge on plans,



DIAG. "A"

AFFIDAVIT OF MAILING

State of New York)
) ss:
County of Westchester)

Denisse Villalobos being duly sworn, deposes and says that she is over twenty-one years of age and works at 94 White Plains Road, Tarrytown, in the State of New York; that she is a paralegal at Snyder & Snyder, LLP, the attorney for T-Mobile Northeast LLC, regarding an application for an Eligible Facilities Request located at 66 Milton Road, City of Rye, New York. On September 12, 2016, she served notice, a copy of which is attached hereto, upon the following named persons at the address set forth for each person, as shown on the attached list, by depositing said certified notices at the United States Post Office in Tarrytown, New York, a true copy of the said notices, addressed to each one of the persons named.

Denisse Villalobos

Sworn to and subscribed before me
this 13th day of September 2016

NOTARY PUBLIC

Michael P Sheridan
Notary Public State of New York
Westchester County
Commission Expires 08/15/2017
No. 02SH6131715

Z:\SSDATA\WPDATA\SS16\Denisse\Forms\Affidavits\AFFIDAVIT OF MAILING.docx

Board of Architectural Review Meeting Notice
City of Rye, New York

An application is being made for a building permit to the City of Rye, New York Building Department for the following:

_____ Addition

__X__ Alteration

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This notice is being submitted to you by T-Mobile Northeast LLC
By: Cara M. Bonomolo
Snyder & Snyder, LLP
914-333-0700
Attorney for Applicant
(please print)

9/12/2016
Date

Rev Dec. 2012

Mc Guire Jeremiah &
Martha L Mc Guire
411 Midland Ave
Rye, NY 10580

City of Rye
Rye Art Center
51 Milton Rd
Rye, NY 10580

Imam Faiza
78 Milton Rd
Rye, Ny

City of Rye
Parkland
Boston Post Rd
Rye, NY 10580

Christ Episcopal Church
2 Rectory St
Rye, NY 10580

Blind Brook Lodge Owners
45 Knollwood Rd Suite 305
Realty LLC
Elmsford, NY 10523

Methodist Church Rye N.Y.
c/o John E. Carrington
20 Soundview Ave
White Plains, NY 10606

City of Rye
Parkland
3 Central Ave
Rye, NY 10580

Blind Brook Lodge Owners
45 Knollwood Rd Suite 305
Realty LLC
White Plains, NY 10606

PJ-JS LLC
c/o JCS Construction Grou
9 West Broad Street 4th Floor
Stamford, CT 06902

On Air Engineering, LLC
88 Foundry Pond Road
Cold Spring, NY 10516
onair@optonline.net

May 21, 2016

Mr. Rey Solis
Vertical Solutions
4 Sylvan Way
Parsippany, NJ 07054

Re: WE03042D Structural Assessment for T-Mobile L700 Modification
Blind Brook Lodge; 66 Milton Road, Rye, NY 10580

Dear Rey:

T-Mobile is proposing minor modifications to their above referenced facility; specifically to replace (4) of their existing (6) panel antennas with new antennas, replace their existing (2) radio equipment cabinets with (2) new cabinets and install (2) small battery cabinets near their equipment platform.

Our office performed a design visit on May 21, 2016 to document existing conditions. T-Mobile has (6) panel antennas flush mounted to the building's brick "tower" façade and (2) equipment cabinets on steel dunnage beams which span interior parapet walls of the main roof. This installation was designed by others and consists of (1) Nortel S12000 (1,257 lbs.) and (1) Ericsson 3106 (1,870 lbs.) cabinet. A T-Mobile equipment access platform also exists with ship ladders on each end for access to the front of the cabinets and egress over the lower parapet wall.

T-Mobile's proposed antennas will replace the existing panel antennas on the same mounts and remain flush mounted to the façade. As such, the proposed antennas will not adversely affect the structure. The total weight of T-Mobile's proposed (2) radio cabinets is less than the weight of their existing (2) cabinets and as such, we consider this acceptable, based on the assumption the previous design engineer properly designed the dunnage support beams and correctly evaluated the building parapet walls for the present loading. The proposed T-Mobile battery cabinets each weigh approximately 600 lbs. and a limited structural investigation was performed to determine a location to support this additional weight. The front building parapet and adjacent (perpendicular) interior parapet wall were determined to be load bearing and can be used to support new dunnage beams and the battery cabinets. Details of this design are provided in a stamped set of construction drawing prepared by our office.

In conclusion, the existing structure is capable of supporting the proposed modification which is designed to meet all local, city, state and federal structural requirements, including ANSI/TIA-222-F for loads, including wind and ice loads. Please feel free to contact our office if you have any questions.

Very truly yours,

David A. Weinpahl, P.E.
NY License No. 078[illegible]
Managing Partner
On Air Engineering, LLC

DW:dw

Pinnacle Telecom Group

Professional and Technical Services

Telecom Consulting

Antenna Site FCC RF Compliance Assessment and Report

prepared for

T-Mobile Northeast LLC

Site WE03042D
66 Milton Road
Rye, NY

September 14, 2015

14 Ridgedale Avenue - Suite 260 • Cedar Knolls, NJ 07927 • 973-451-1630

Contents

Introduction and Summary

At the request of T-Mobile Northeast LLC ("T-Mobile"), Pinnacle Telecom Group (PTG) has performed an independent assessment of compliance with FCC limits for maximum permissible exposure (MPE) for the following site:

T-Mobile Site ID:	**WE03042D**
Site Address:	**66 Milton Road, Rye, NY**
Site Type:	**Steeple**
Collocated Operators:	**AT&T, Metro PCS/T-Mobile, Sprint, Verizon Wireless**

PTG performed independent expert on-site measurements at the site on December 1, 2014. In addition, a mathematical analysis is being performed to determine the incremental RF effects of the addition of 700 MHz and 1900 MHz services by T-Mobile, and the overall RF effects from the T-Mobile antennas will be determined by conservatively adding the worst-case results of the measurements and the mathematically calculated incremental contributions for the 700 MHz and 1900 MHz services.

Our analysis is based on the FCC general population MPE limits. The results of our analysis are as follows:

- ***On the roof:*** The maximum measured RF level on the rooftop was 1.80 percent of the FCC general population MPE limit. The incremental RF contribution of the 700 MHz service is no more than 0.8337 plus the incremental RF contribution of the 1900 MHz service is no more than 0.6313 percent of the same FCC limit. The sum of those worst-case results is 3.2650 percent of the FCC general population MPE limit.
- ***At street level:*** RF measurements at street level around the site indicate a maximum RF level of 0.05 percent of the FCC general population MPE limit. The incremental RF contribution of the 700 MHz and 1900 MHz services are no more than 2.50 percent of the same FCC limit. The sum of the two worst-case results is 2.55 percent.

- ***Compliance conclusion:*** Based on the results of the on-site measurements and the software-based analysis, combined with the RF alert signage at the site, the T-Mobile antenna operation is in compliance with the FCC regulations and related guidelines on controlling potential human exposure to the RF emissions from antennas.
- ***Recommendation:*** None. Posted RF alert signage satisfies the compliance requirements.

The remainder of this report provides information on the site, the measurement results and an analysis of those results with respect to RF compliance. Appendix A provides photographs taken the day of the measurements. Appendix B provides background on the FCC limits for RF exposure, along with a list of FCC references. Appendix C provides a summary of the expert qualifications of the individual certifying compliance for the subject antenna site.

Site Information and Antenna Data

The subject site is a rooftop populated with panel antennas operated by T-Mobile, AT&T, MetroPCS/T-Mobile and Verizon Wireless.

The table below provides antenna detail for the site on the date the measurements were performed.

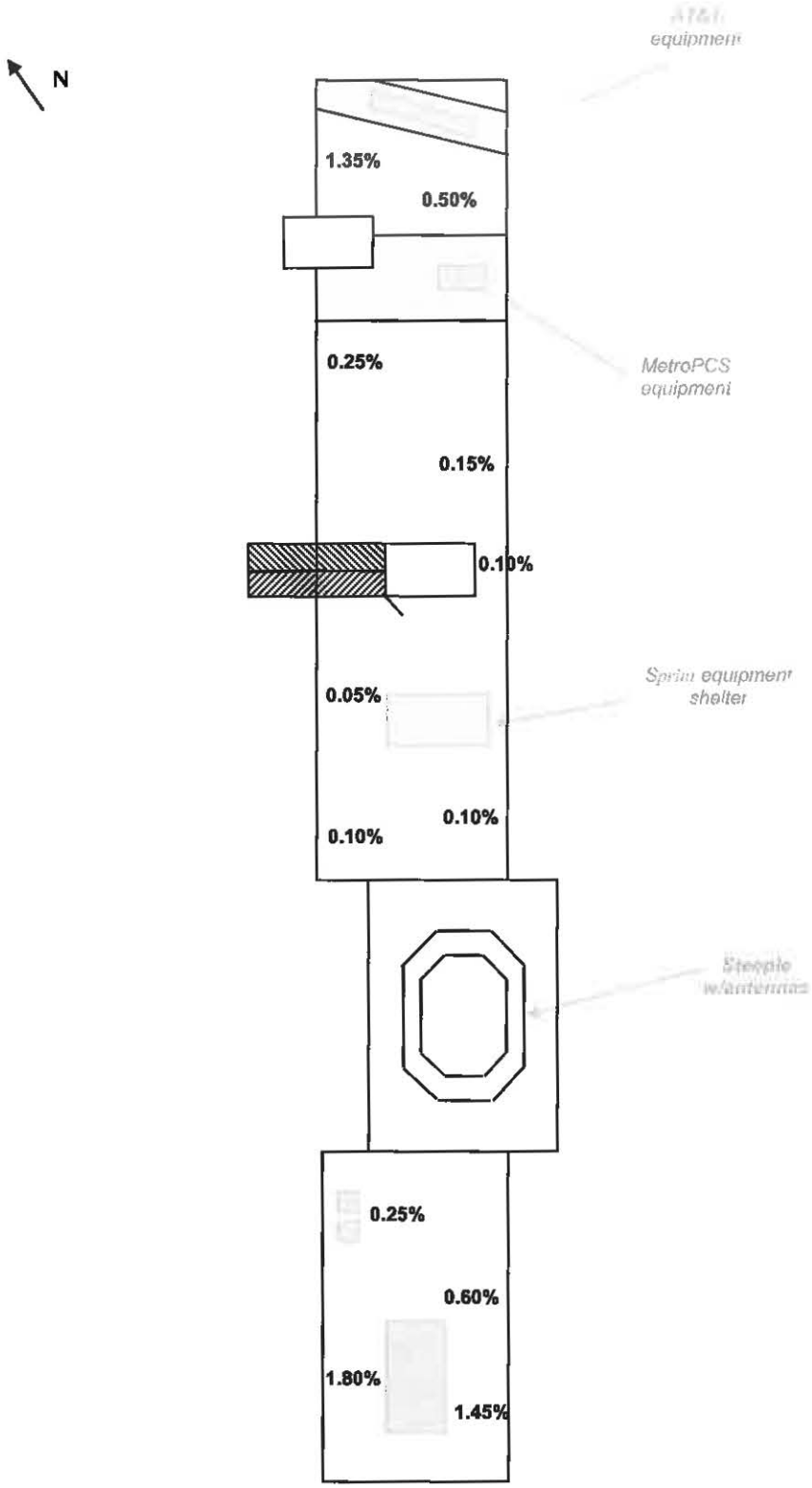
Ant #	Mount Height	Ant. Type	Dim. (ft)	Ant. Mfr	Model	Licensee
❶	41.00	panel	4.00	n/a	n/a	unidentified
❷	41.00	panel	4.00	n/a	n/a	unidentified
❸	41.00	panel	4.00	n/a	n/a	unidentified
❹	41.00	panel	4.00	n/a	n/a	unidentified
❺	41.00	panel	4.00	n/a	n/a	unidentified
❻	41.00	panel	4.00	n/a	n/a	unidentified
❼	41.00	panel	4.00	n/a	n/a	unidentified
❽	41.00	panel	4.00	n/a	n/a	unidentified
❾	41.00	panel	4.00	n/a	n/a	unidentified
❿	41.00	panel	4.00	n/a	n/a	unidentified
⓫	41.00	panel	4.00	n/a	n/a	unidentified

Ant #	Mount Height	Ant. Type	Dim. (ft)	Ant. Mfr	Model	Licensee
⓬	41.00	panel	4.00	n/a	n/a	unidentified
⓭	41.00	panel	5.00	n/a	n/a	unidentified
⓮	41.00	panel	5.00	n/a	n/a	unidentified
⓯	41.00	panel	5.00	n/a	n/a	unidentified
⓰	34.00	panel	5.00	n/a	n/a	unidentified
⓱	34.00	panel	5.00	n/a	n/a	unidentified
⓲	34.00	panel	5.00	n/a	n/a	unidentified
⓳	34.00	panel	5.00	n/a	n/a	unidentified
⓴	34.00	panel	5.00	n/a	n/a	unidentified
㉑	34.00	panel	5.00	n/a	n/a	unidentified
㉒	34.00	panel	5.00	n/a	n/a	unidentified
㉓	34.00	panel	5.00	n/a	n/a	unidentified
㉔	34.00	panel	5.00	n/a	n/a	unidentified
㉕	34.00	panel	5.00	n/a	n/a	unidentified
㉖	55.00	panel	5.00	n/a	n/a	unidentified
㉗	55.00	panel	5.00	n/a	n/a	unidentified
㉘	55.00	panel	5.00	n/a	n/a	unidentified
㉙	55.00	panel	5.00	n/a	n/a	unidentified
㉚	55.00	panel	5.00	n/a	n/a	unidentified

Results of On-Site Measurements

The RF measurements were performed using a Narda model EA-5091 RF probe and Narda model NBM 520 Broadband meter. Both the probe and meter are capable of broadband RF measurements, covering a range of 300 kHz to 50 GHz. The measuring equipment is designed to automatically register all RF levels within the frequency range and report them as percentages of the FCC's overall occupational MPE limit. The equipment was calibrated by the manufacturer within the past 24 months.

The results of the on-site measurements, each expressed as a percentage of the FCC general population MPE limit, are overlaid on the plan view that follows.


N
AT&T equipment
1.35%
0.50%
0.25%
MetroPCS equipment
0.15%
0.10%
0.05%
Sprint equipment shelter
0.10%
0.10%
Steeple w/antennas
0.25%
0.60%
1.80%
1.45%

Analysis of the Proposed Modification

The table that follows provides the results of far-field street-level calculations, using the standard mathematical model found in FCC Bulletin OET65, for the proposed addition of 700 MHz and 1900 MHz services.

Ground Distance (ft)	T-Mobile 700 MHz MPE%	T-Mobile 1900 MHz MPE%
0	0.0245	0.0006
20	0.1441	0.0956
40	0.6258	0.2068
60	0.0477	0.1764
80	**0.8337**	0.0256
100	0.5998	0.0322
120	0.0735	0.0415
140	0.0191	0.0199
160	0.2442	0.1002
180	0.4489	0.2389
200	0.6691	0.4340
220	0.5548	0.3599
240	0.7372	0.5466
260	0.6294	0.4666
280	0.7695	0.6169
300	0.6711	0.5381
320	0.7677	**0.6313**
340	0.6806	0.5597
360	0.6075	0.4996
380	0.5456	0.4486
400	0.5936	0.4792
420	0.5387	0.4349
440	0.4910	0.3964
460	0.4494	0.3628
480	0.4128	0.3333
500	0.3806	0.3072

As indicated, the maximum calculated RF level at ground level around the site from the T-Mobile antennas is 1.4650 percent of the FCC general population MPE limit.

Compliance Conclusion

On the rooftop, the maximum measured RF level was 1.80 percent of the FCC general population MPE limit. The incremental RF contribution of the 700 MHz service is no more than 0.8337 plus the incremental RF contribution of the 1900 MHz service is no more than 0.6313 percent of the same FCC limit. The sum of those worst-case results is 3.2650 percent of the FCC general population MPE limit.

The maximum RF level measured at ground level around the site is 0.05 percent of the FCC MPE limit for publicly accessible areas. The incremental RF contribution of the 700 MHz and 1900 MHz services is no more than 2.50 percent of the same FCC limit. The sum of the two worst-case results is 2.55 percent.

Therefore, the T-Mobile antenna operation is in full compliance with all FCC requirements for the control of RF exposure.

Certification

It is the policy of Pinnacle Telecom Group that all FCC RF compliance assessments are reviewed, approved, and signed by the firm's Chief Technical Officer, who certifies as follows:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields (47 CFR 1.1301 *et seq*).
2. The equipment used to perform the RF measurements described herein is appropriate to the task, and calibration of its accuracy has been performed, as recommended by the manufacturer.
3. The on-site RF measurements described herein were performed in a manner consistent with industry standards.
4. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate.
5. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
6. The results of the assessment indicate that the subject site is in full compliance with the FCC regulations concerning RF exposure.

09/14/15

Daniel J. Collins
Date

Chief Technical Officer
Pinnacle Telecom Group, LLC

Appendix A. Site Photographs

The site is located at 66 Milton Road in Rye, NY, as illustrated in the photo below.

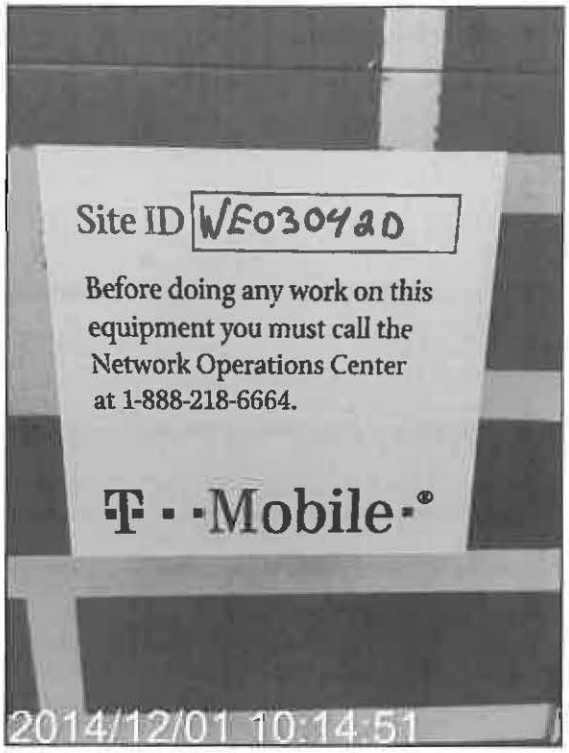
The following pages provide copies of photographs taken of the site.

Antennas ❶❷❸❹❺❻❼❽❾⓭㉚

Antennas ❾❿⓫⓬⓭⓮⓯⓰⓱

Antennas
14 15 16 17 18 19 20 21 22 23 24 25 26 27

Antennas 21 22 23 24 25 26 27 28 39 30 31



T-Mobile Site ID

T-Mobile equipment

Access 1 – Existing Notice Sign, Guidelines sign required

Access 1 – Existing Notice Sign, Guidelines sign Posted

Access 2 – Existing Notice Sign, Guidelines sign required

Access 2 – Existing Notice Sign, Guidelines sign Posted

Appendix B: Background on the FCC MPE Limits

As directed by the Telecommunications Act of 1996, the FCC has established limits for maximum continuous human exposure to RF fields.

The FCC maximum permissible exposure (MPE) limits represent the consensus of federal agencies and independent experts responsible for RF safety matters. Those agencies include the National Council on Radiation Protection and Measurements (NCRP), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the Environmental Protection Agency (EPA), and the Food and Drug Administration (FDA). In formulating its guidelines, the FCC also considered input from the public and technical community – notably the Institute of Electrical and Electronics Engineers (IEEE).

The FCC's RF exposure guidelines are incorporated in Section 1.301 *et seq* of its Rules and Regulations (47 CFR 1.1301-1.1310). Those guidelines specify MPE limits for both occupational and general population exposure.

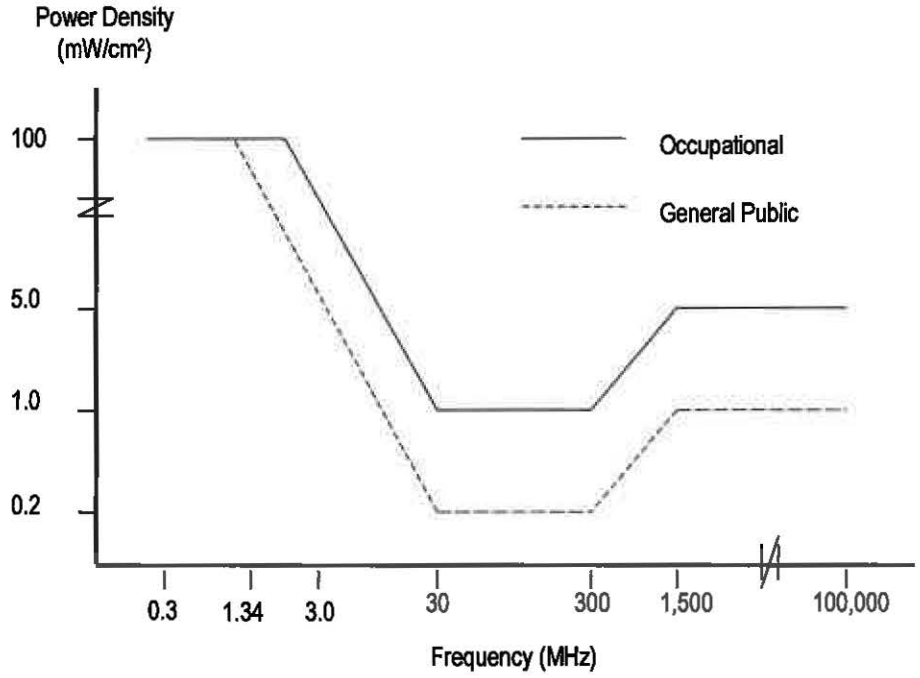
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in the form of heat). The occupational MPE guidelines incorporate a safety factor of 10 or greater with respect to RF levels known to represent a health hazard, and an additional safety factor of five is applied to the MPE limits for general population exposure. Thus, the general population MPE limit has a built-in safety factor of more than 50. Continuous exposure at levels equal to or below the applicable MPE limits is considered to result in no adverse health effects on humans.

The reason for *two* tiers of MPE limits is based on an understanding and assumption that members of the general public are unlikely to have had appropriate RF safety training and may not be aware of the exposures they receive; occupational exposure in controlled environments, on the other hand, is assumed to involve individuals who have had such training, are aware of the exposures, and know how to maintain a safe personal work environment.

The FCC's RF exposure limits are expressed in two equivalent forms, using alternative units of field strength (expressed in volts per meter, or V/m), and power density (expressed in milliwatts per square centimeter, or mW/cm^2). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm^2 reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm^2)	General Public Exposure (mW/cm^2)
0.3 - 1.34	100	100
1.34 - 3.0	100	$180 / F^2$
3.0 - 30	$900 / F^2$	$180 / F^2$
30 - 300	1.0	0.2
300 - 1,500	F / 300	F / 1500
1,500 - 100,000	5.0	1.0

The diagram below provides a graphical illustration of both the FCC's occupational and general population MPE limits.



Because the FCC's RF exposure limits are frequency-shaped, the exact MPE limits applicable to the instant situation depend on the frequency range used by the systems of interest.

The most appropriate method of determining RF compliance is to calculate the RF power density attributable to a particular system and compare that to the MPE limit

applicable to the operating frequency in question. The result is usually expressed as a percentage of the MPE limit.

For potential exposure from multiple systems, the respective percentages of the MPE limits are added, and the total percentage compared to 100 (percent of the limit). If the result is less than 100, the total exposure is in compliance; if it is more than 100, exposure mitigation measures are necessary to achieve compliance.

References on FCC Compliance

47 CFR, FCC Rules and Regulations, Part 1 (Practice and Procedure), Section 1.1310 (Radiofrequency radiation exposure limits).

FCC Second Memorandum Opinion and Order and Notice of Proposed Rulemaking (FCC 97-303), *In the Matter of Procedures for Reviewing Requests for Relief From State and Local Regulations Pursuant to Section 332(c)(7)(B)(v) of the Communications Act of 1934 (WT Docket 97-192), Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket 93-62), and Petition for Rulemaking of the Cellular Telecommunications Industry Association Concerning Amendment of the Commission's Rules to Preempt State and Local Regulation of Commercial Mobile Radio Service Transmitting Facilities*, released August 25, 1997.

FCC First Memorandum Opinion and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released December 24, 1996.

FCC Report and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released August 1, 1996.

FCC Office of Engineering and Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields", Edition 97-01, August 1997.

FCC Office of Engineering and Technology (OET) Bulletin 56, "Questions and Answers About Biological Effects and Potential Hazards of RF Radiation", edition 4, August 1999.

"RF Field Measurements for Antenna Sites", (video), Richard Tell Associates Inc., 1997.

"EME Awareness for Antenna Site Safety", (video), Motorola (produced in association with Richard Tell Associates Inc.), 1997.

Appendix C. Summary of Expert Qualifications

Daniel J. Collins, Chief Technical Officer, Pinnacle Telecom Group, LLC

Synopsis:	• 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure • Has performed or led RF exposure compliance assessments on more than 17,000 antenna sites since the new FCC rules went into effect in 1997 • Has provided testimony as an RF compliance expert more than 1,400 times since 1997 • Have been accepted as an expert in New York, New Jersey, Connecticut, Pennsylvania and more than 40 other states, as well as by the FCC
Education:	• B.E.E., City College of New York (Sch. Of Eng.), 1971 • M.B.A., 1982, Fairleigh Dickinson University, 1982 • Bronx High School of Science, 1966
Current Responsibilities:	• Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation
Prior Experience:	• Edwards & Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99 • Bellcore (a Bell Labs offshoot after AT&T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96 • AT&T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83 • AT&T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77
Specific RF Safety / Compliance Experience:	• Involved in RF exposure matters since 1972 • Have had lead corporate responsibility for RF safety and compliance at AT&T, Bellcore, Edwards & Kelcey, and PTG • While at AT&T, helped develop the mathematical models later adopted by the FCC for predicting RF exposure • Have been relied on for compliance by all major wireless carriers, the federal government as well as several state and local governments, system integrators, and other consulting and engineering firms
Other Background:	• Author, *Microwave System Engineering* (AT&T, 1974) • Co-author and executive editor, *A Guide to New Technologies and Services* (Bellcore, 1993) • National Spectrum Managers Association (NSMA) – former three-term President and Chairman of the Board of Directors; was founding member, twice-elected Vice President, long-time member of the Board, and was named an NSMA Fellow in 1991 • Published more than 35 articles in industry magazines

North Elevation

East Elevation

South Elevation

West Elevation Photo 1 of 2 – North End

West Elevation Photo 2 of 2 – South End

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 8/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CAPITOL RISK MANAGEMENT SVCS
55 Old Turnpike Rd #110
Nanuet, NY 10954-2449

CONTACT NAME:
PHONE (A/C, No, Ext): (845) 627-7111 FAX (A/C, No): (845) 627-8111
E-MAIL ADDRESS: crms@capitolrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Gemini Insurance Co	10833
INSURER B: Harleysville of New York	10674
INSURER C: Granite State Ins Co	23809
INSURER D: Hiscox Inc.	10200
INSURER E:	
INSURER F:	

INSURED
Ramapo Communication Corp
20 Romanelli Avenue
South Hackensack, NJ 07606

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X XCU included X Contracual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	VGGP001700	10/01/15	10/01/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	BA 39525U	10/01/15	10/01/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	004-32-2021	10/01/15	10/01/16	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			ANE1589237.16	06/15/16	06/15/17	Claims Made Limit $1,000,000	
B	Contractors Equipment				05/01/16	05/01/17	Limit $200,000	
B	Builders Risk			CIM 426270Q	05/01/16	05/01/17	Limit $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NYSC105. In regards to the work performed, the City of Rye is named as additional insured as per written contract.

CERTIFICATE HOLDER

City of Rye #2
1051 Boston Post Road
Rye, New York 10580

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LoVullo Associates, Inc. 6450 Transit Road Depew, NY 14043
CONTACT NAME:	Cambridge Brokerage Group Ltd
PHONE (A/C, No, Ext):	(845) 627-5111
FAX (A/C, No):	(845) 627-6111
E-MAIL ADDRESS:	
INSURED	Ramapo Communication Corp 20 Romanelli Ave South Hackensack, NJ 07606

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INSURANCE COMPANY	41297
INSURER B : ADMIRAL INSURANCE COMPANY	24856
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			NXS0002207	10/01/2015	10/01/2016	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Pollution Liability			FEIECC14840-03	04/28/2016	04/28/2017		
	Occurrence/Aggregate							$5,000,000/$5,000,000
	Deductible							$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Rye
1051 Boston Post Road
Rye, NY 10580

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:910040

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY	NAMED INSURED
Cambridge Brokerage Group Ltd	Ramapo Communication Corp 20 Romanelli Ave South Hackensack, NJ 07606
POLICY NUMBER (see below)	
CARRIER (see below) / NAIC CODE (see below)	EFFECTIVE DATE: (see below)

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25(01/14) FORM TITLE: Certificate of Liability Insurance

Carrier Name	NAIC #	Policy #	Policy Eff	Policy Exp
A: Scottsdale Insurance Company	41297	NXS0002207	10/01/2015	10/01/2016
B: Admiral Insurance Company	24856	FEIECC14840-03	04/28/2016	04/28/2017

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured(Use street address only)	1b. Business Telephone Number of Insured (201) 343-2995 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d.Federal Employer Identification Number of Insured Or Social Security Number 20-2127956
Ramapo Communication Corporation 20 Romanelli Ave South Hackensack, NJ 07606	
2. Name and Address of the Entity Requesting Proof of Coverage(Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier Commerce & Industry Ins Co 3b. Policy Number of entity listed in box "1a" 004-32-2021 3c. Policy effective period _10/01/2015_ to _10/01/2016_ 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.
City of Rye 1051 Boston Post Rye, NY 10580	

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under Penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jonathan Kasman
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 11/19/15
(Signature) (Date)

Title: Agent

Telephone Number of authorized representative of insurance carrier:

***Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.*

C-105.2 (9-07)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

CERTIFICATE OF LIABILITY INSURANCE

5/1/2017

DATE (MM/DD/YYYY) 6/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1358772 T-Mobile US, Inc. Its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98006	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Insurance America, Inc. — 24554 INSURER B : Greenwich Insurance Company — 22322 INSURER C : National Union Fire Ins Co Pitts. PA — 19445 INSURER D : INSURER E : INSURER F :

COVERAGES TMOBI **CERTIFICATE NUMBER:** 12206674 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	N	RGD5000259-05	5/1/2016	5/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	N	RAD5000257-05	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C C C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 25,000	Y	N	19086894 SIR applies per policy terms & conditions	5/1/2016	5/1/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	RWD5000301-04 AOS RWR5000302-04 WI	5/1/2016 5/1/2016	5/1/2017 5/1/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The Certificate Holder and other entities defined by written contract, statute, permit application or written agreement are additional insureds on a primary and non-contributory basis under general liability and are additional insured under automobile liability as required by written contract. Waiver of Subrogation applies under general liability and automobile liability as required by written contract. **See Attached Endorsements** WE03042D - 66 Milton Rd., Rye, NY The City and its officials, employees and agents as additional insureds.

CERTIFICATE HOLDER

12206674
City of Rye
Rye City Hall
Rye NY

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 a.m., May 1, 2016 forms a part of

Policy No. RGD5000259-05 issued to T-MOBILE US, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WASHINGTON - CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies):	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule Of Certificate Holders maintained by Lockton Companies and furnished to XL Insurance on a monthly basis		30

In the event of cancellation for nonpayment of premium, ten (10) days notice will be given.

All other terms and conditions of the Policy remain unchanged.

IXI 405-WA 1210

Miscellaneous Attachment: M481510
Master ID: 1358772, Certificate ID: 12206674

ENDORSEMENT

This endorsement, effective 12:01 a.m., May 1, 2016 forms a part of

Policy No. RAD5000257-05 issued to T-MOBILE US, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WASHINGTON - CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(s) according to the notification schedule shown below:

Name of Person(s) or Entity(ies):	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule Of Certificate Holders maintained by Lockton Companies and furnished to XL Insurance on a monthly basis		30

In the event of cancellation for nonpayment of premium, ten (10) days notice will be given.

All other terms and conditions of the Policy remain unchanged.

IXI 405-WA 1210

Miscellaneous Attachment: M481533
Master ID: 1358772, Certificate ID: 12206674

T-MOBILE NORTHEAST LLC

("T-Mobile Northeast"), a Delaware Limited Liability Company and wholly-owned subsidiary of T-Mobile USA

T-MOBILE SITE ID: WE03042D

BLIND BROOK LODGE

66 MILTON ROAD

RYE, NY 10580

ROOFTOP

L700 MODIFICATION

GENERAL NOTES

1. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK. THE WORK PERFORMED ON THE PROJECT AND THE MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.

2. THE ENGINEER HAS MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. THE CONTRACTOR BIDDING THE JOB IS NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.

3. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE LESSEE REPRESENTATIVE OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.

4. THE SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ALL OTHER MATERIALS AND LABOR DEEMED NECESSARY TO COMPLETE THE WORK/PROJECT AS DESCRIBED HEREIN.

5. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO THE SUBMISSION OF BIDS OR PERFORMING WORK TO FAMILIARIZE HIMSELF WITH THE FIELD CONDITIONS AND TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

6. THE CONTRACTOR SHALL OBTAIN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.

7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO THE MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.

8. THE CONTRACTOR SHALL PROVIDE A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS AVAILABLE FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.

9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY CONSTRUCTION CONTROL SURVEYS, ESTABLISHING AND MAINTAINING ALL LINES AND GRADES REQUIRED TO CONSTRUCT ALL IMPROVEMENTS AS SHOWN HEREIN.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK BY THE ENGINEER, THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY.

12. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.

13. THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.

14. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.

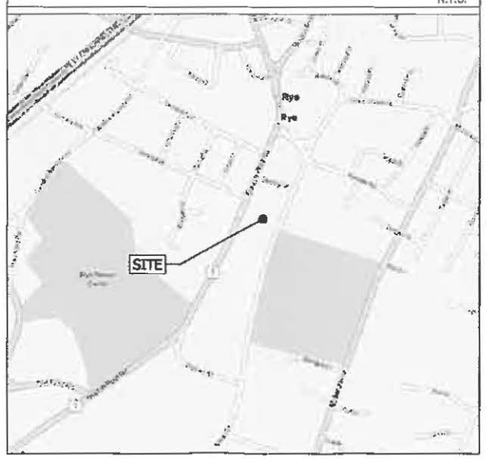
15. THE CONTRACTOR SHALL NOTIFY THE LESSEE REPRESENTATIVE WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL CONFLICT IS RESOLVED BY THE LESSEE REPRESENTATIVE.

16. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, PROPERTY LINES, ETC. ON THE JOB.

WORK DESCRIPTION

- EXISTING (2) T-MOBILE EQUIP. CABINETS TO BE REPLACED WITH (2) NEW CABINETS
- NEW (2) T-MOBILE BATTERY CABINETS ON SUPPORT FRAME ADJACENT TO EQUIPMENT
- EXISTING (2) T-MOBILE ANTENNAS TO REMAIN
- EXISTING (4) T-MOBILE ANTENNAS TO BE REPLACED WITH (4) NEW ANTENNAS
- EXISTING (4) T-MOBILE TMA'S TO BE REPLACED WITH NEW
- EXISTING (4) T-MOBILE TMA'S TO REMAIN AND BE RELOCATED AS REQ'D PER PLANS
- NEW T-MOBILE COAXIAL CABLES ROUTED WITH EXISTING CABLES
- EXISTING T-MOBILE 100AMP ELECTRICAL SERVICE TO BE UPGRADED TO 200AMP, DESIGNED BY OTHERS UNDER SEPARATE CONTRACT
- REFER TO T-MOBILE RFDS FOR ANY ADDITIONAL SCOPE-OF-WORK ITEMS NOT NOTED WITHIN THESE PLANS

LOCATION MAP — SCALE: N.T.S.



SITE NUMBER:	WE03042D	STRUCTURE OWNER:	N/A
SITE NAME:	BOSTON POST RD. & OLD POS_2	CONSTRUCTION MANAGER:	VERTICAL SOLUTIONS 4 SYLVAN WAY PARSIPPANY, NJ 07054 REY SOLIS 201-450-1540
SITE ADDRESS:	66 MILTON RD RYE, NY 10580		
ZONE:	RA-3	RF ENGINEER:	T-MOBILE 4 SYLVAN WAY PARSIPPANY, NJ 07054 PER LJUNBERG -
PARCEL ID:	146-11-1-73		
COORDINATES:	40.97772 -73.68488	SITE ACQUISITION:	VERTICAL SOLUTIONS 4 SYLVAN WAY PARSIPPANY, NJ 07054 DEAN LOCKE 516-885-0879
GROUND ELEV.:	31'± AMSL		
STRUCTURE HEIGHT:	115'-0"±	PROJECT ENGINEER:	ON AIR ENGINEERING, LLC 88 FOUNDARY POND RD. COLD SPRING, NY 10516 DAVID WEINPAHL, P.E. 201-456-4624
ANTENNA RAD CENTER:	97'-0"±		
PROPERTY OWNER:	BLIND BROOK LODGE OWNERS 76 S. LEXINGTON AVE. WHITE PLAINS, NY 10606		

PROJECT SUMMARY

SHEET NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
A-1	PARTIAL ROOF PLAN
A-2	PARTIAL EAST ELEVATION
A-3	ANTENNA PLAN, EQUIPMENT PLANS & DETAILS
A-4	EQUIPMENT DETAILS
S-1	STRUCTURAL NOTES, PLAN & DETAILS
E-1	ELECTRICAL NOTES, PLAN & RISER DIAGRAM

DRAWING INDEX

CONFIGURATION: 4Sec-704E

T-MOBILE NORTHEAST LLC
("T-Mobile Northeast"), a Delaware Limited Liability Company and wholly-owned subsidiary of T-Mobile USA
4 SYLVAN WAY
PARSIPPANY, NJ 07054

On Air Engineering, LLC
88 Foundry Pond Road
Cold Spring, NY 10516
onair@optonline.net

LICENSURE

STATE OF NEW YORK — DAVID WEINPAHL — LICENSED PROFESSIONAL ENGINEER — NO. 076901

NY LIC. NO. 076901

NO.:	DATE:	SUBMISSIONS
0	06.19.15	T-MOBILE REVIEW
1	07.17.15	REVISED PER T-MOBILE COMMENTS
2	11.11.15	REVISED AZIMUTHS PER RF ENGINEER
3	05.11.16	REVISED FOR NEW BATTERY SUPPORT
4	09.09.16	REVISED PER T-MOBILE COMMENTS

APPROVALS:	
PROPERTY OWNER	DATE
T-MOBILE CONSTRUCTION	DATE
T-MOBILE RF ENGINEERING	DATE

DRAWN BY:	CHECKED BY:
AG	DW

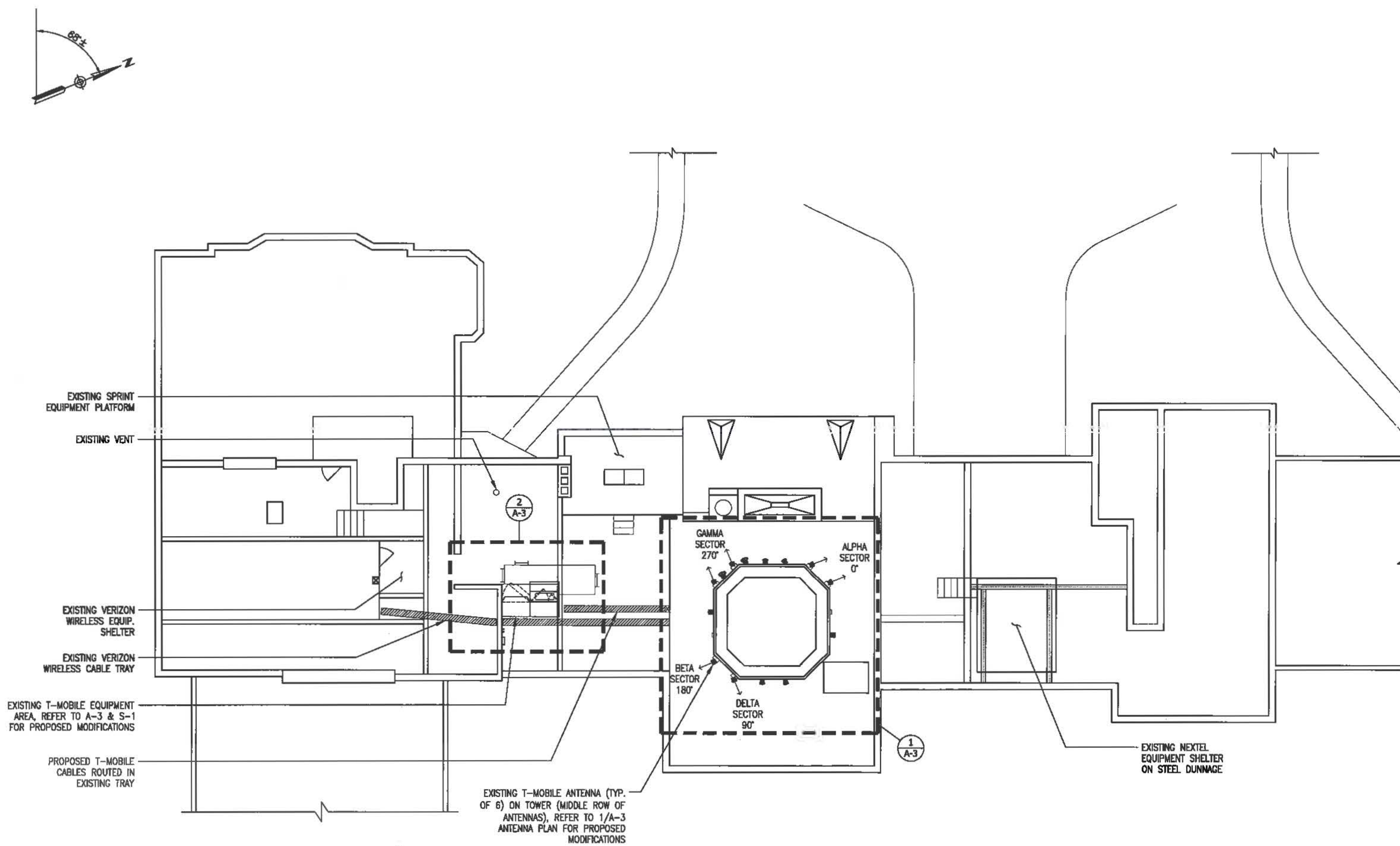
PROJECT DESCRIPTION:
L700 MODIFICATION

T-MOBILE SITE ID:
WE03042D

PROJECT INFORMATION:
BLIND BROOK LODGE
66 MILTON ROAD
RYE, NY 10580

TITLE SHEET

T-1



1 A-1 PARTIAL ROOF PLAN
Scale: 1/8" = 1'-0"

NOTES:
1. ROOF PLAN FEATURES ARE BASED ON EXISTING DRAWINGS PROVIDED BY T-MOBILE & A LIMITED DESIGN VISIT ON 3-10-15. A DETAILED ROOF SURVEY WAS NOT PERFORMED.
2. ANTENNA SECTORS MAY INCLUDE VARIOUS AND MULTIPLE COMPONENTS.

CONFIGURATION
4Sec-704E

T-MOBILE NORTHEAST LLC
("T-Mobile Northeast"), a Delaware Limited Liability Company and wholly-owned subsidiary of T-Mobile USA
4 SYLVAN WAY
PARSIPPANY, NJ 07054

On Air Engineering, LLC
88 Foundry Pond Road
Cold Spring, NY 10516
onair@optonline.net

LICENSURE
STATE OF NEW YORK · DAVID WEINP... · LICENSED PROFESSIONAL ENGINEER · No. 078901
NY LIC NO. 078901

NO.:	DATE:	SUBMISSIONS
0	06.19.15	T-MOBILE REVIEW
1	07.17.15	REVISED PER T-MOBILE COMMENTS
2	11.11.15	REVISED AZIMUTHS PER RF ENGINEER
3	05.11.16	REVISED FOR NEW BATTERY SUPPORT
4	09.09.16	REVISED PER T-MOBILE COMMENTS

APPROVALS:

PROPERTY OWNER	DATE
T-MOBILE CONSTRUCTION	DATE
T-MOBILE RF ENGINEERING	DATE

DRAWN BY:	CHECKED BY:
AG	DW

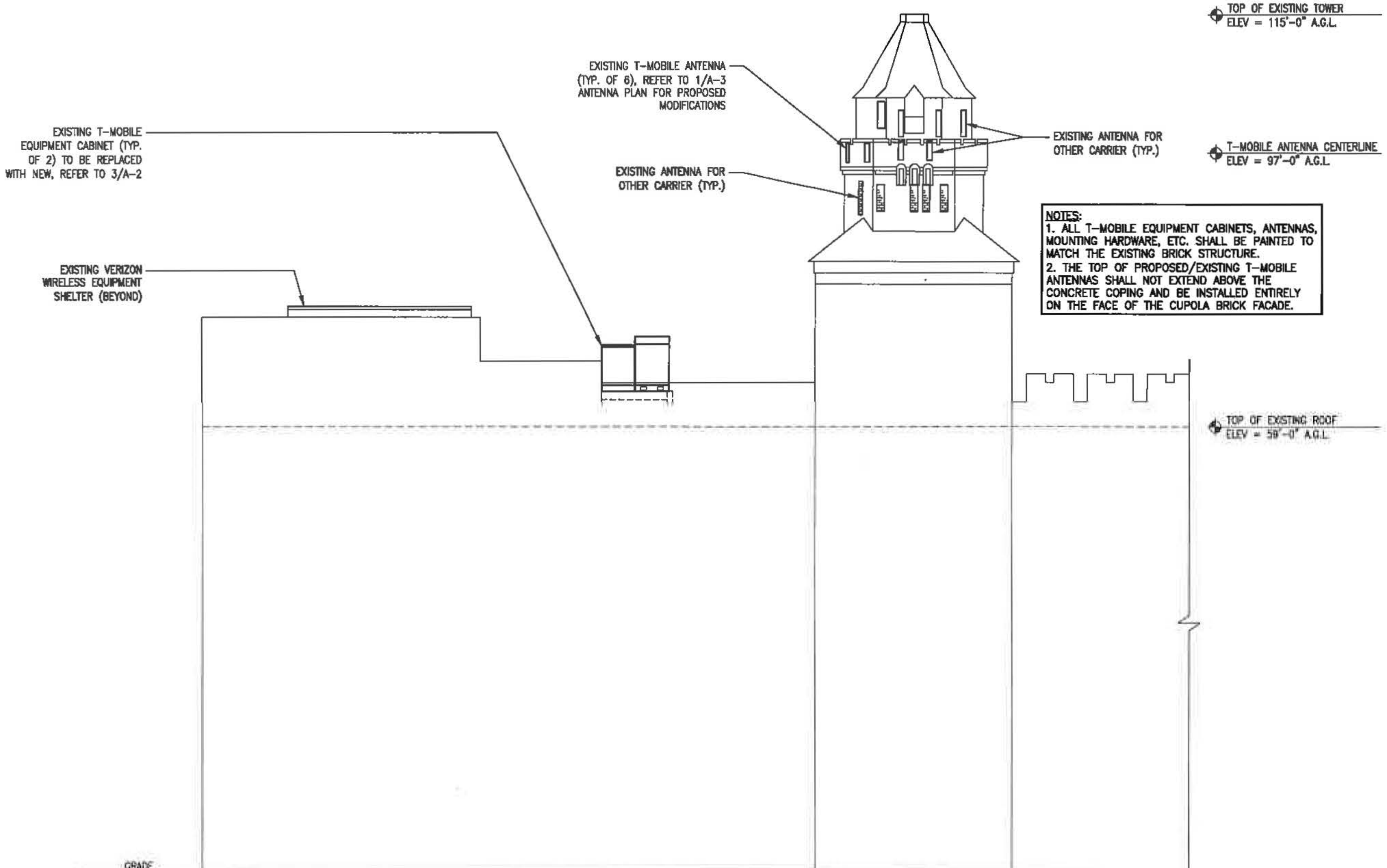
PROJECT DESCRIPTION:
L700 MODIFICATION

T-MOBILE SITE ID:
WE03042D

PROJECT INFORMATION:
BLIND BROOK LODGE
66 MILTON ROAD
RYE, NY 10580

PARTIAL ROOF PLAN

A-1



1 A-2 PARTIAL EAST ELEVATION
Scale: 1/8" = 1'-0"

NOTES:
1. ELEVATION HEIGHTS ARE BASED ON EXISTING DRAWINGS PROVIDED BY T-MOBILE & A LIMITED DESIGN VISIT ON 3-10-15. A HEIGHT VERIFICATION WAS NOT PERFORMED.
2. ANTENNA SECTORS MAY INCLUDE VARIOUS AND MULTIPLE COMPONENTS.

CONFIGURATION
4Sec-704E

T MOBILE NORTHEAST LLC
("T-Mobile Northeast"), a Delaware Limited Liability Company and wholly-owned subsidiary of T-Mobile USA
4 SYLVAN WAY
PARSIPPANY, NJ 07054

UNAUTHORIZED ALTERATION OR ADDITION TO A DOCUMENT PREPARED BY A LICENSED ENGINEER IS A VIOLATION OF ARTICLE 145, SECTION 7209-2 OF THE NEW YORK STATE EDUCATION LAW.

On Air Engineering, LLC
88 Foundry Pond Road
Cold Spring, NY 10516
onair@optonline.net

LICENSURE
DAVID WEINPAHL, P.E.
NY LIC. NO. 078901

NO.:	DATE:	SUBMISSIONS
0	06.19.15	T-MOBILE REVIEW
1	07.17.15	REVISED PER T-MOBILE COMMENTS
2	11.11.15	REVISED AZIMUTHS PER RF ENGINEER
3	05.11.16	REVISED FOR NEW BATTERY SUPPORT
4	09.09.16	REVISED PER T-MOBILE COMMENTS

APPROVALS:	
PROPERTY OWNER	DATE
T-MOBILE CONSTRUCTION	DATE
T-MOBILE RF ENGINEERING	DATE

DRAWN BY:	CHECKED BY:
AG	DW

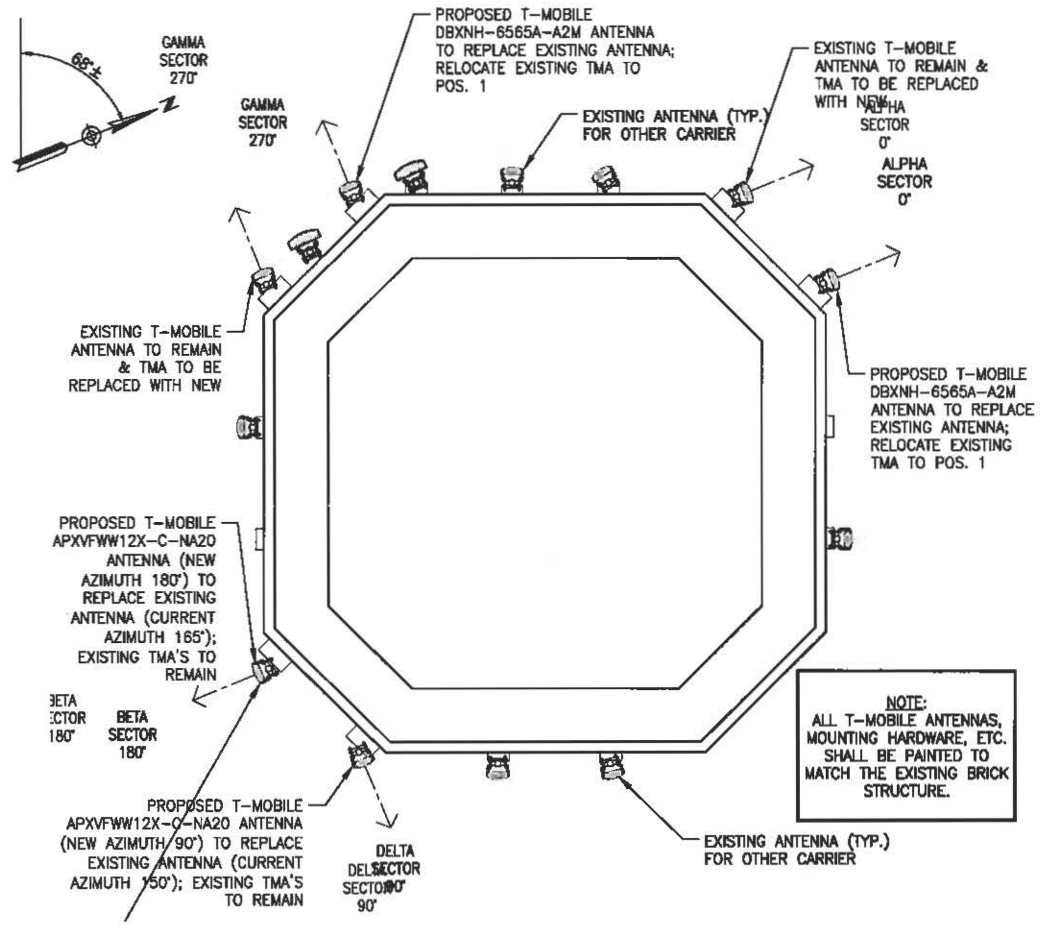
PROJECT DESCRIPTION:
L700 MODIFICATION

T-MOBILE SITE ID:
WE03042D

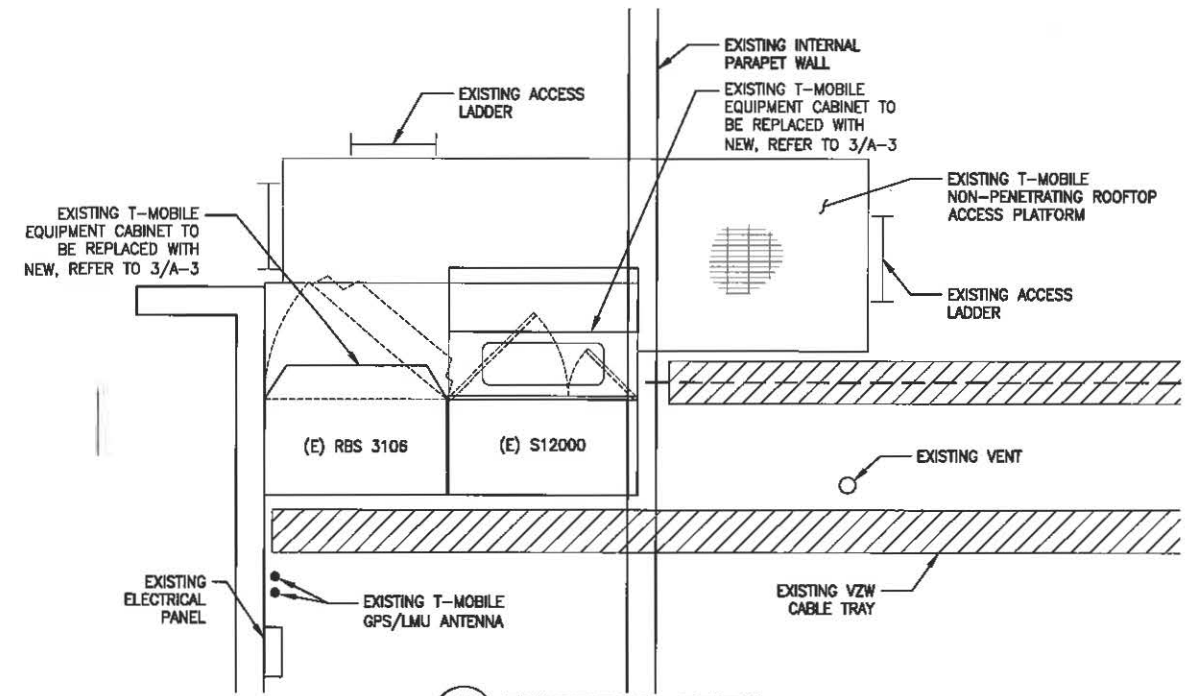
PROJECT INFORMATION:
BLIND BROOK LODGE
66 MILTON ROAD
RYE, NY 10580

PARTIAL EAST ELEVATION

A-2



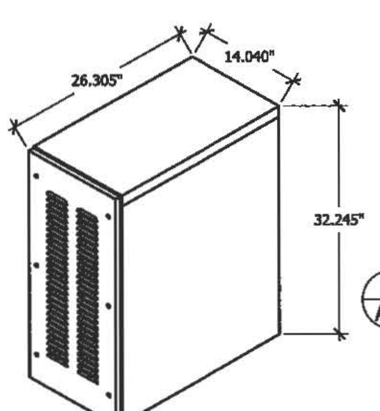
1 / A-3 ANTENNA PLAN @ 97'-0"± A.G.L. (MIDDLE ROW)
Scale: 3/8" = 1'-0"



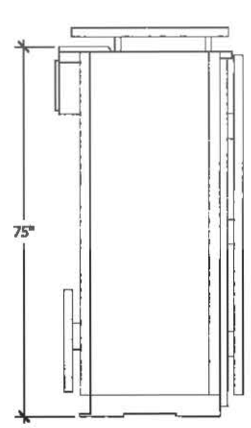
2 / A-3 EQUIPMENT PLAN - EXISTING
Scale: 1/2" = 1'-0"

PACTECHSOL PTS8003 BATTERY
32.245" H
14.040" W
26.305" D
600± LBS

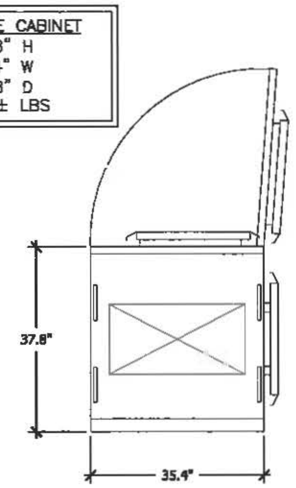
6201-ODE CABINET
75.8" H
35.4" W
37.8" D
1,500± LBS



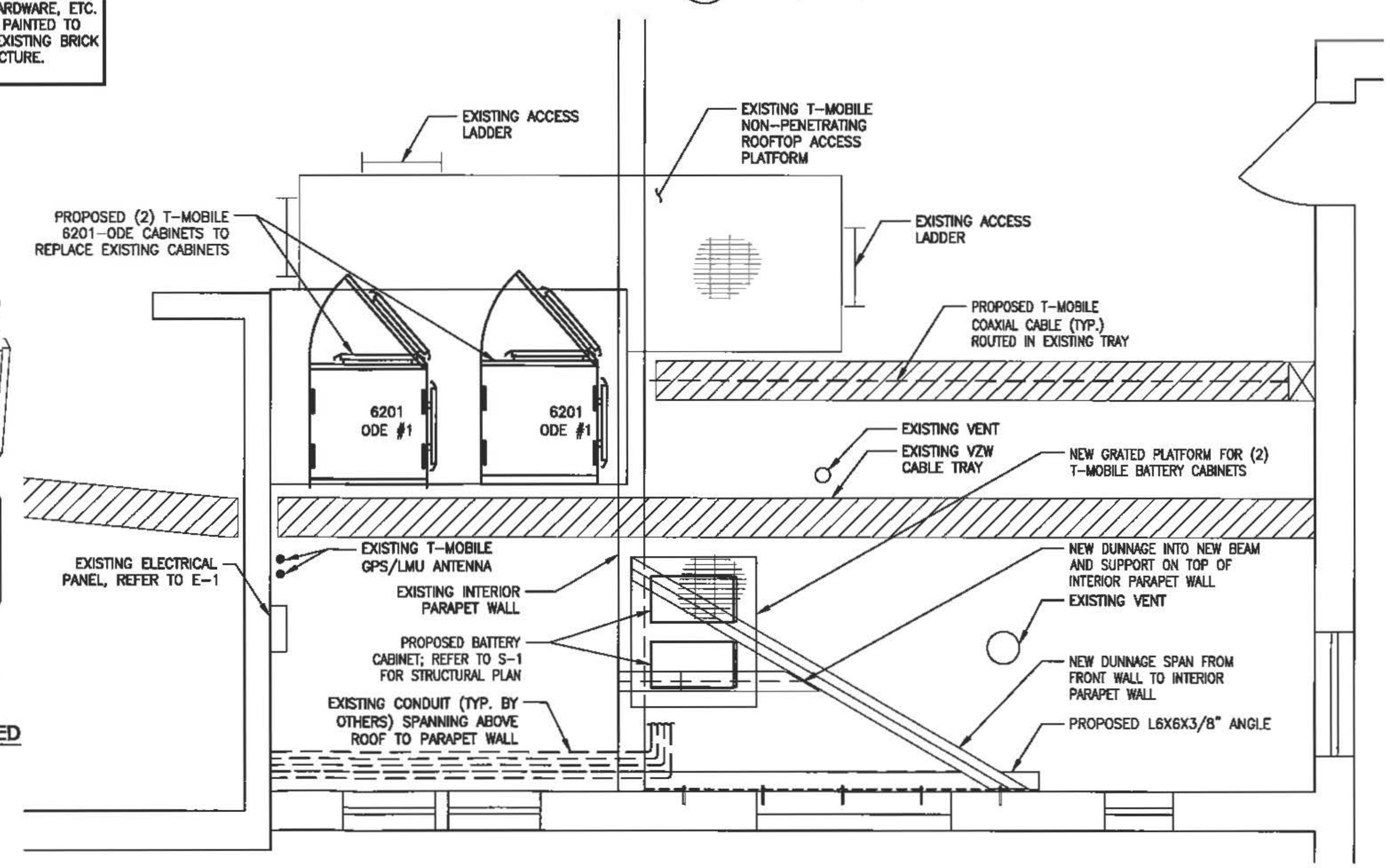
6 / A-3 PACTECHSOL PTS8003 BATTERY CABINET - PROPOSED
Scale: 3/32"=1'-0"



4 / A-3 CABINET SECTION - PROPOSED
Scale: N.T.S.



5 / A-3 CABINET PLAN - PROPOSED
Scale: N.T.S.



3 / A-3 EQUIPMENT PLAN - PROPOSED
Scale: 1/2" = 1'-0"

CONFIGURATION
4Sec-704E

T MOBILE
NORTHEAST LLC
("T-Mobile Northeast"), a Delaware Limited Liability Company and wholly-owned subsidiary of T-Mobile USA
4 SYLVAN WAY
PARSIPPANY, NJ 07054

On Air Engineering, LLC
88 Foundry Pond Road
Cold Spring, NY 10516
onair@optonline.net

LICENSURE

STATE OF NEW YORK · DAVID WEINPAHL · LICENSED PROFESSIONAL ENGINEER · NO. 076001
DAVID WEINPAHL, P.E.
NY LIC NO. 076001

NO.:	DATE:	SUBMISSIONS
0	06.19.15	T-MOBILE REVIEW
1	07.17.15	REVISED PER T-MOBILE COMMENTS
2	11.11.15	REVISED AZIMUTHS PER RF ENGINEER
3	05.11.16	REVISED FOR NEW BATTERY SUPPORT
4	09.09.16	REVISED PER T-MOBILE COMMENTS

APPROVALS:

PROPERTY OWNER	DATE
T-MOBILE CONSTRUCTION	DATE
T-MOBILE RF ENGINEERING	DATE

DRAWN BY:	CHECKED BY:
AG	DW

PROJECT DESCRIPTION:
L700 MODIFICATION

T-MOBILE SITE ID:
WE03042D

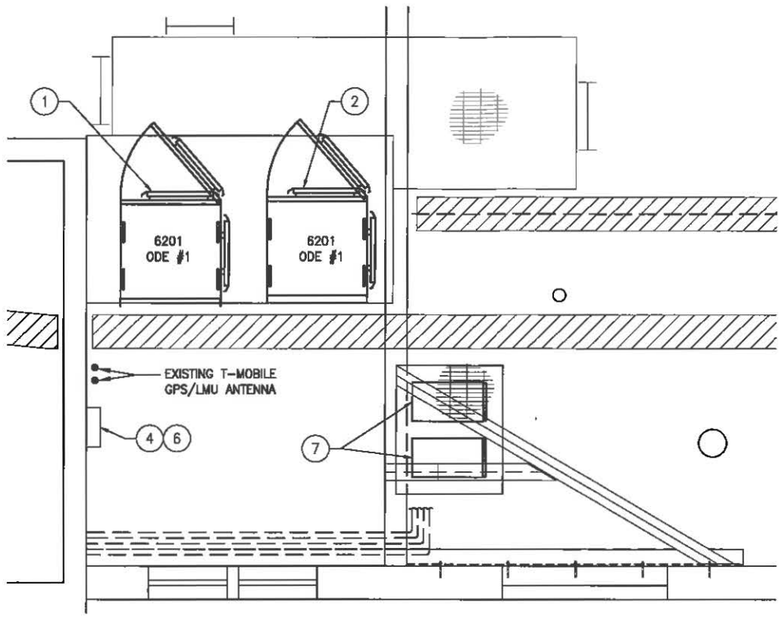
PROJECT INFORMATION:
BLIND BROOK LODGE
66 MILTON ROAD
RYE, NY 10580

ANTENNA PLAN, EQUIPMENT PLANS & DETAILS

A-3

ELECTRICAL AND GROUNDING NOTES

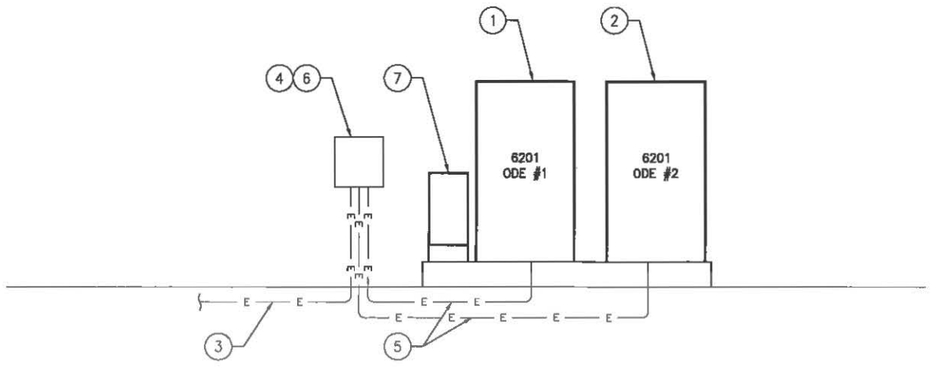
1. ALL ELECTRICAL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AS WELL AS APPLICABLE STATE AND LOCAL CODES.
2. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED AND PROCURED PER SPECIFICATION REQUIREMENTS.
3. THE ELECTRICAL WORK INCLUDES ALL LABOR AND MATERIAL DESCRIBED BY DRAWINGS AND SPECIFICATION INCLUDING INCIDENTAL WORK TO PROVIDE COMPLETE OPERATING AND APPROVED ELECTRICAL SYSTEM.
4. GENERAL CONTRACTOR SHALL PAY FEES FOR PERMITS, AND IS RESPONSIBLE FOR OBTAINING SAID PERMITS AND COORDINATION OF INSPECTIONS.
5. ELECTRICAL AND TELCO WIRING OUTSIDE A BUILDING AND EXPOSED TO WEATHER SHALL BE IN WATER TIGHT GALVANIZED RIGID STEEL CONDUITS OR SCHEDULE 80 PVC (AS PERMITTED BY CODE) AND WHERE REQUIRED IN LIQUID TIGHT FLEXIBLE METAL OR NONMETALLIC CONDUITS.
6. BURIED CONDUIT SHALL BE SCHEDULE 40 PVC.
7. ELECTRICAL WIRING SHALL BE COPPER WITH TYPE XHHW, THWN, OR THHNINSULATION.
8. RUN ELECTRICAL CONDUIT OR CABLE BETWEEN ELECTRICAL UTILITY DEMARCATION POINT AND LESSEE CELL SITE PPC AS INDICATED ON THIS DRAWING. PROVIDE FULL LENGTH PULL ROPE. COORDINATE INSTALLATION WITH UTILITY COMPANY.
9. RUN TELCO CONDUIT OR CABLE BETWEEN TELEPHONE UTILITY DEMARCATION POINT AND LESSEE CELL SITE TELCO CABINET AND BTS CABINET AS INDICATED ON THIS DRAWING PROVIDE FULL LENGTH PULL ROPE IN INSTALLED TELCO CONDUIT. PROVIDE GREENLEE CONDUIT MEASURING TAPE AT EACH END.
10. WHERE CONDUIT BETWEEN BTS AND LESSEE CELL SITE PPC AND BETWEEN BTS AND LESSEE CELL SITE TELCO SERVICE CABINET ARE UNDERGROUND USE PVC, SCHEDULE 40 CONDUIT. ABOVE THE GROUND PORTION OF THESE CONDUITS SHALL BE PVC CONDUIT.
11. ALL EQUIPMENT LOCATED OUTSIDE SHALL HAVE NEMA 3R ENCLOSURE.
12. GROUNDING SHALL COMPLY WITH NEC ART. 250.
13. GROUND COAXIAL CABLE SHIELDS MINIMUM AT BOTH ENDS USING MANUFACTURERS COAX CABLE GROUNDING KITS SUPPLIED BY LESSEE.
14. USE #6 COPPER STRANDED WIRE WITH GREEN COLOR INSULATION FOR ABOVE GRADE GROUNDING (UNLESS OTHERWISE SPECIFIED) AND #6 SOLID TINNED BARE COPPER WIRE FOR BELOW GRADE GROUNDING AS INDICATED ON THE DRAWING.
15. ALL GROUND CONNECTIONS TO BE BURNDY HYGROUND COMPRESSION TYPE CONNECTORS OR CADWELD EXOTHERMIC WELD. DO NOT ALLOW BARE COPPER WIRE TO BE IN CONTACT WITH GALVANIZED STEEL.
16. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. GROUNDING LEADS SHOULD NEVER BE BENT AT RIGHT ANGLE. ALWAYS MAKE AT LEAST 12" RADIUS BENDS. #6 WIRE CAN BE BENT AT 8" RADIUS WHEN NECESSARY. BOND ANY METAL OBJECTS WITHIN 6 FEET OF LESSEE EQUIPMENT OR CABINET TO MASTER GROUND BAR OR GROUNDING RING.
17. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO HOLE COMPRESSION TYPE COPPER LUGS. APPLY OXIDE INHIBITING COMPOUND TO ALL LOCATIONS.
18. APPLY OXIDE INHIBITING COMPOUND TO ALL COMPRESSION TYPE GROUND CONNECTIONS.
19. BOND ANTENNA MOUNTING BRACKETS, COAXIAL CABLE GROUND KITS, AND ALMA TO EGB PLACED NEAR THE ANTENNA LOCATION.
20. BOND ANTENNA EGB'S AND MGB TO GROUND RING.
21. TEST COMPLETED GROUND SYSTEM AND RECORD RESULTS FOR PROJECT CLOSE-OUT DOCUMENTATION. 5 OHMS MINIMUM RESISTANCE REQUIRED.



1/E-1 ELECTRICAL PLAN
Scale: N.T.S.

PLAN NOTES: 1/E-1 & 2/E-1

1. NEW 6201-ODE CABINET TO REPLACE EXISTING 3106 CABINET
2. NEW 6201-ODE CABINET TO REPLACE EXISTING S12000 CABINET
3. EXISTING INCOMING FEEDER TO BE RECONFIGURED BY T-MOBILE UNDER SEPARATE CONTRACT
4. EXISTING 100 AMP MCB PANELBOARD TO BE REPLACED WITH NEW 200AMP PANELBOARD
5. EXISTING CKT. TO BE UPGRADED TO A 100AMP CIRCUIT WITH (3) # 2 AWG, (1) # 6 GND., ROUTED IN EXISTING CONDUIT (V.I.F) PROVIDE NEW IF REQ'D
6. NEW (2) 100A/2P CKT. BKRS. TO FEED NEW CABINETS
7. PROPOSED BATTERY CABINET (TYP. OF 2)



2/E-1 ELECTRICAL RISER DIAGRAM
Scale: N.T.S.

CONFIGURATION
4Sec-704E

T-MOBILE NORTHEAST LLC
("T-Mobile Northeast", a Delaware Limited Liability Company and wholly-owned subsidiary of T-Mobile USA
4 SYLVAN WAY
PARSIPPANY, NJ 07054

On Air Engineering, LLC
88 Foundry Pond Road
Cold Spring, NY 10516
onair@optonline.net

LICENSURE

STATE OF NEW YORK DAVID WEINPAHL No. 078201 LICENSED PROFESSIONAL ENGINEER
DAVID WEINPAHL, P.E.
NY LIC NO. 078201

NO.:	DATE:	SUBMISSIONS
0	06.19.15	T-MOBILE REVIEW
1	07.17.15	REVISED PER T-MOBILE COMMENTS
2	11.11.15	REVISED AZIMUTHS PER RF ENGINEER
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APPROVALS:	
PROPERTY OWNER	DATE
T-MOBILE CONSTRUCTION	DATE
T-MOBILE RF ENGINEERING	DATE

DRAWN BY:	CHECKED BY:
AG	DW

PROJECT DESCRIPTION:
L700 MODIFICATION

T-MOBILE SITE ID:
WE03042D

PROJECT INFORMATION:
BLIND BROOK LODGE
66 MILTON ROAD
RYE, NY 10580

ELECTRICAL NOTES, PLAN & RISER DIAGRAM

E-1

CITY COUNCIL AGENDA

NO. 11 DEPT.: Finance DATE: November 2, 2016

CONTACT: Joseph S. Fazzino, Deputy City Comptroller

AGENDA ITEM: Resolution to appropriate $500,000 from the General Fund, Unassigned Fund Balance to the Hewlett Pump Station Project for improvements to the sewer infrastructure.

FOR THE MEETING OF:
November 2, 2016

RECOMMENDATION: That the City Council adopt the following resolution:

WHEREAS, City staff has determined that the amounts required for the Hewlett Pump Street Station Project to improve the sewer infrastructure was not anticipated and was not provided for in the adopted 2016 budget by $500,000, and;

WHEREAS, the General Fund, Unassigned Fund Balance has enough funds to be appropriated for the project, now, therefore be it;

RESOLVED, that the City Comptroller is authorized to transfer $500,000 from the General Fund, Unassigned Fund Balance to the Hewlett Pump Station Project for improvements to the sewer infrastructure.

IMPACT: ☐ Environmental ☑ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

CITY COUNCIL AGENDA

NO. 12 DEPT.: Public Works DATE: November 2, 2016

CONTACT: Ryan X. Coyne, City Engineer

ACTION: Bid Award for the Hewlett Pump Station Contract (Contract #2016-15).

FOR THE MEETING OF:
November 2, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That Contract #2016-15 be awarded to the low bidder, Mace Contracting Corporation, in the amount of six hundred ninety two thousand dollars ($692,000.00) as recommended by the City Engineer and approved in the City's Annual Budget.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The contract is for the project to replace the pumps and piping at the Hewlett Avenue Pump Station. This project is an important extension of ongoing efforts to improve water quality by maintaining and upgrading our infrastructure and reducing inflow and infiltration. The U.S. Environmental Protection Agency's Fiscal Year 2008 Appropriations Act provided $191,000 in Federal funds for the Hewlett Avenue Pump Station Project.

The City Engineer's recommendation and bid results are attached for your review.

CITY OF RYE
Engineering Department

Interoffice Memorandum

To: Marcus Serrano, City Manager

From: Ryan Coyne, PE, City Engineer

Date: October 14, 2016

Subject: **Hewlett Avenue Pump Station Upgrades**
Contract 2016-15

Our consulting engineer, Woodard & Curran, has checked and tabulated the five bids we received at the bid opening on October 5, 2016 for the above-named contract.

Mace Contracting Corporation of New Rochelle, NY, is the apparent low bidder with a contract price of $692,000.00. As noted in the attached letter from Woodard & Curran, all required forms and certifications were submitted along with the bid form as required. References were contacted and reported favorably on the recent similar work performed by Mace. These reference checks are attached.

It appears that Mace represents the lowest responsible and eligible bidder and I recommend that Mace be awarded a Contract for the work.

COMMITMENT & INTEGRITY
DRIVE RESULTS

709 Westchester Avenue | Suite L2
White Plains, New York 10604
www.woodardcurran.com

T 800.807.4080
T 914.448.2266
F 914.448.0147

October 14, 2016

Mr. Ryan Coyne, City Engineer
City of Rye
1051 Boston Post Road
Rye, New York 10580

RE: Recommendation for Contract Award
Hewlett Avenue Pump Station Upgrades
City of Rye

Dear Mr. Coyne:

Enclosed is a copy of the bid tabulation, which summarizes the general bids for the Hewlett Avenue Pump Station Upgrades Project received on October 5, 2016.

Mace Contracting Corporation of New Rochelle, NY, is the apparent low bidder with a contract price of $692,000.00.

We have reviewed the information contained in the bid submitted by Mace. All required forms and certifications have been provided by Mace. References contacted reported favorably on the recent similar work performed by Mace. These reference checks are attached.

It appears that Mace represents the lowest responsible and eligible bidder. At this time, we recommend that Mace be awarded a Contract for the work. Prior to awarding, the City must request the Authority to Award (ATA) from the Federal EPA (Environmental Protection Agency). Included with this letter is a draft Request for Authorization to Award letter to the EPA. Please review this letter, and if it is acceptable to you, print this letter on City letterhead, sign, and return to W&C for inclusion in the EPA request for Authority to Award package.

Additionally, the following items are required from the City for inclusion in the Request for Authorization to Award package to EPA:

- Proof that bids were advertised in the Journal News in the form of a notarized affidavit.
- A statement from the City's legal counsel that all necessary property and easement rights have been acquired for the project.
- A statement about how the City intends to provide and maintain adequate engineering for the project to ensure construction conforms with the plans and specifications. A draft statement is included with this letter. If this is acceptable to the City, please print on City letterhead, sign and return to Woodard & Curran.
- A printed log from the Empire State Bid System confirming that addenda were posted and downloaded.
- A signed statement indicating the status of compliance with MBE/WBE grant requirements. A draft statement is included with this letter. If this is acceptable to the City, please print on City letterhead, sign and return to Woodard & Curran.

If you have any questions, please do not hesitate to call me at 914-448-2266.

Sincerely,

WOODARD & CURRAN INC.

Steve Mach
Project Manager

Enclosures: Bid tabulation
Reference checks
Draft Request for Authorization to Award letter to the EPA
Draft statement on engineering services
Draft statement regarding MBE/WBE compliance

cc: Hugh Greechan

General Bid Breakdown
Hewlett Ave Pump Station Upgrades
City of Rye, NY
Bid Opening:

Bidder	Total Lump Sum Price	Addenda Noted	Non-Collusion Affidavit of Bidder	Bid Bond	Bidder's Representations and Certifications	Certification of Non Segregated Facilities	Bidder's Qualifications	Vendor Conflict of Interest Questionnaire
Mace[1,2]	$692,000.00	X	X	X	X		X	X
ECCO	$916,000.00	X	X	X	X	X	X	X
Eventus	$770,000.00	X	X	X	X	X	X	X
McNamee	$1,024,000.00	X	X	X	X	X	X	X
ELQ	$1,132,378.00	X	X	X	X	X	X	X

Notes:

1. Mace did not include a signed Certification of Non-Segregated Facilities with their bid. We have requested and received the signed document.
2. Mace did not correctly complete the questionaire included in their bid. We have requested and received a fully completed version.

COMMITMENT & INTEGRITY
DRIVE RESULTS

709 Westchester Avenue | Suite L2
White Plains, New York 10604
www.woodardcurran.com

T 800.807.4080
T 914.448.2266
F 914.448.0147

MEMORANDUM

TO: File
FROM: Katie Mockler
DATE: 10/13/2016
RE: Mace Contracting Corporation

Reference Name: Leah Radko, P.E., Westchester Department of Public Works

Owner / Project / Contract Amount:
Owner: County of Westchester, Department of Public Works.

Project: Total Residual Chlorine Reduction at Peekskill Wastewater Treatment Plant
Contract Amount: Total Contract Amount: $3,710,000.00

Project: Manursing Lake Aquatic Habitat Restoration
Contract Amount: Total Contract Amount: $688,000.00

Project: Demolition & Removal of Obsolete Equipment, New Rochelle, NY
Contract Amount: Total Contract Amount: $1,567,000.00

Schedule:

Peekskill WWTP: Project was finished but it was not completed on time. Pile driving issues- no issues with Mace Contracting Corporation. Construction timeline was delayed due to unforeseen field conditions.

Performance:

Peekskill WWTP: Leah was very impressed with their performance on the job. She indicated that Mace Contracting Corp. always have supervision on site and takes their work very seriously. Unfortunately they are not usually the low bidder on a lot of their projects so she hasn't worked with them as much as she hoped to.

Change Orders:

No change orders on this job.

Overall Impression of the Contractor:

Leah was very impressed with them. They just started working on a job for her now. Best compliment she ever received from working with them was from the City of Yonkers. City of Yonkers didn't know they had been working as they set up the job site correctly, didn't interrupt traffic and worked efficiently.

cc: Steve Mach, P.E.

COMMITMENT & INTEGRITY
DRIVE RESULTS

709 Westchester Avenue | Suite L2
White Plains, New York 10604
www.woodardcurran.com

T 800.807.4080
T 914.448.2266
F 914.448.0147

MEMORANDUM

TO: File
FROM: Steve Mach
DATE: 10/14/2016
RE: Mace Contracting Corporation

Reference Name: James Neri, H2M Group

Owner / Project / Contract Amount:
Owner: City of Yonkers

Project: Electrical & Mechanical Improvements at WWTP, Low Service Pump Station and Hillview Pump Station
Contract Amount: Total Contract Amount: $3,283,000.00

Summary:

This project and the project schedule was impacted by Hurricane Irene. James was not of the opinion that Mace was responsible for the resulting delays.

Change Orders:

James indicated that Mace always negotiated change orders in good faith. Excessive change orders were not an issue.

Overall Impression of the Contractor:

James indicated he has a favorable opinion of Mace.

cc: Steve Mach, P.E.

CITY COUNCIL AGENDA

NO. 13 DEPT.: Finance DATE: November 2, 2016

CONTACT: Joseph S. Fazzino, Deputy City Comptroller

AGENDA ITEM: Resolution to appropriate $200 from the Rye Senior Advocacy Commission funds to the Rye Interfaith Corporation for the Taxi Voucher Program.

FOR THE MEETING OF:
November 2, 2016

RECOMMENDATION: That the City Council adopt the following resolution:

WHEREAS, the Rye Senior Advocacy Commission works with the Rye Interfaith Corporation and provides additional funding for the Taxi Voucher Program, and;

WHEREAS, the Rye Senior Advocacy Commission, with funding provided by the City Council, seeks to provide $200 to the Rye Interfaith Corporation for the Taxi Voucher Program, now, therefore be it;

RESOLVED, that the City Comptroller is authorized to transfer $200 from the Rye Senior Advocacy Commission funds to the Rye Interfaith Corporation for the Taxi Voucher Program.

IMPACT: ☐ Environmental ☑ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: The Rye Interfaith Housing Corporation, Inc. (RIHC) runs a Taxi Voucher Program which provides vouchers to eligible seniors to reduce the cost of taxis for door-to-door transportation. The program provides taxi vouchers to the low income elderly residing at Rye Manor (senior housing) and the participants of Rye Recreation's Department of Senior Programs for use by the low income senior community in Rye and the surrounding areas worth $4.00 per trip. The senior must make up the difference in price in the cost of the fare. The senior may choose from the list of participating taxi companies (that have agreed to honor the $4.00 vouchers) for a 50% reduction in local trips (average $8.00 per local trip). The Rye Senior Advocacy Commission is seeking to provide funding to the program.

See attached excerpt from the Rye Senior Advocacy Commission's *Resource Directory for Rye's Seniors* which is available on the City's website.

Taxi Voucher Program

The Taxi Vouchers provide eligible Rye seniors with $4.00 toward each taxi ride. Recipients may receive up to 15 vouchers each month.

The voucher program is available to those who meet any one of the following eligibility tests:

1. Residents of Rye Manor (the means tested senior housing apartment building on Theall Road),
2. Residents approved for Real Property Tax Aged Exemption under Section 467 of the Real Property Tax Law.,
3. Residents participating in the Enhanced STAR program. (Information about the Enhanced STAR program may be found in Section 7 of this Directory), and
4. Means tested seniors identified by their houses of worship.

To see if you are eligible, obtain information and receive vouchers, please contact the Committee member, listed below, who is active on the Rye Interfaith Housing Corp. (RIHC).

- Carolyn Cunningham at (914) 835-1988

RIHC is able to provide taxi vouchers to eligible seniors through a grant program financed by funds from the Westchester Department of Senior Programs & Services, the U.S. Department of Health & Human Services, the New York State Office for the Aging, with matching funds provided by RIHC and other local contributors.

All taxis with licenses to operate in Rye must accept one voucher when offered in partial payment for a trip. The taxis must accept each voucher at its face value. The taxis are reimbursed by RIHC through the City of Rye Finance Department for the vouchers they accept. Report complaints to Taxi Voucher Committee.

Rye Taxi Fares, Regulations, Zone Map & Companies

Taxicab zones: The following taxicab Zones A to C are established as shown on the annexed map on page 9.5. Fares within each zone are as follows:

Zone	Fare
A	$4.00
B	$5.00
C	$5.50

Maximum fares to or from railroad station. The maximum fares for taxicabs between the railroad station and points within the taxicab zones shall be as follows:

Route	Maximum Fare
Between Railroad Station and Points in Zone A	$4.00
Between Railroad Station and Points in Zone B	$5.00
Between Railroad Station and Points in Zone C	$5.50

Maximum fares between points other than to or from railroad station.

The maximum fare:

- Between points within Zone A (other than the railroad station) shall be the regular fare of Zone A, plus $0.50;
- Between points within other zones or between other zones shall be the regular fare of the highest zone involved, plus $0.50.

Minimum fare on Saturdays, Sundays and holidays shall be $4, and on other days between 12:00 midnight and 6:00 a.m. it shall be $5.

Additional passengers: Each additional passenger coming from the same location as the passenger first engaging the taxicab and going to the same destination shall pay $2.

Single passengers: Any single passenger who shall insist upon riding alone to the exclusion of other passengers waiting at the point of origin may be charged two whole fares.

Children: Children under six years of age, when accompanied by an adult, shall not be charged.

Rates per hour: Shall be as follows: Service Fee for waiting time, shopping within the city, touring, etc. $30

Prepayment of fare: Every driver of a taxicab shall have the right to demand payment of the legal fare in advance and may refuse service unless prepaid, but no driver of a taxicab shall otherwise refuse or neglect to convey any orderly person or persons upon request anywhere in the City unless previously engaged or unable to do so.

Disputed fares: All disputes as to fares shall be determined by the officer in charge at the police station, and failure to comply with such determination shall be a violation of this chapter and punishable as hereinafter provided. Whenever a passenger asks for a receipt, it shall be given to him/her by the driver. Such receipts shall state the name of the driver, the name of the owner of the taxicab, the number of the taxicab, the time when the trip began and ended and the amount of fare collected.

Overcharging: No driver shall charge or attempt to charge any person a greater rate of fare than that to which the taxicab is entitled under the provisions of this city law.

Rye Taxi Cab Companies

County Taxi & Airport Svc. (914) 967-9111

Purchase St. Taxi (914) 967-5000

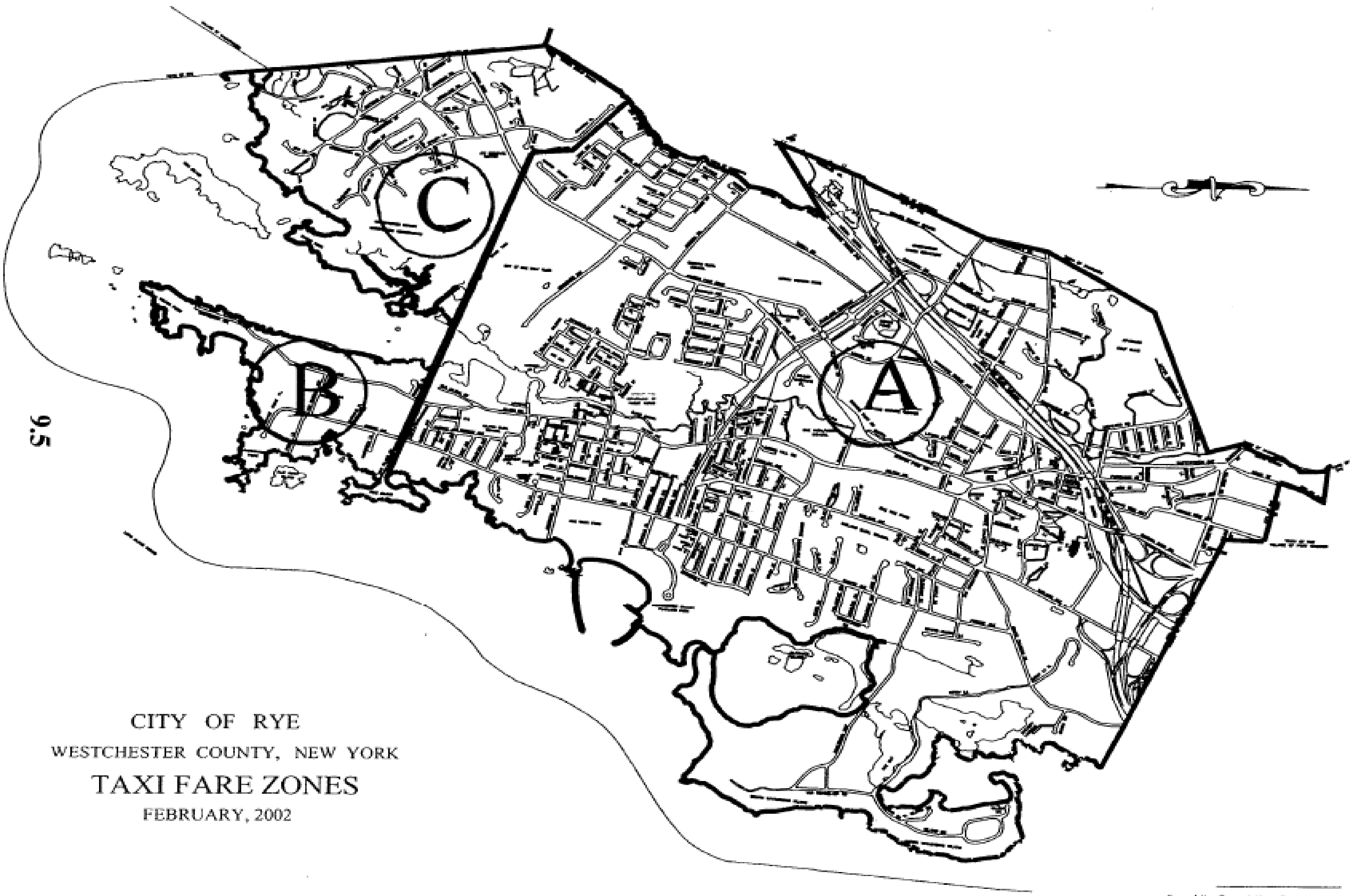
Rye Brook Taxi & Airport Service. (914) 967-5656

Rye Cab (914) 967-0500

Rye Taxi (914) 967-0150

Rye Metro Taxi (914) 921-0666 or (914) 967-0555

Westchester Taxi (914) 967-8261


A
B
C
CITY OF RYE
WESTCHESTER COUNTY, NEW YORK
TAXI FARE ZONES
FEBRUARY, 2002

CITY COUNCIL AGENDA

NO. 14 DEPT.: Police DATE: November 2, 2016

CONTACT: Michael C. Corcoran, Jr., Police Commissioner

AGENDA ITEM: Consideration of the proposed new Rules and Regulations of the City of Rye Police Department General Order #114.9 regarding a Continuity of Operations Emergency Preparedness Plan.

FOR THE MEETING OF:
November 2, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: Approval of a new General Order #114.9 regarding a Continuity of Operations Emergency Preparedness Plan.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:
Enhancement of the operational effectiveness of the Department.

BACKGROUND: The proposed new General Order #114.9 establishes a Department policy for guidelines and procedures to ensure the execution of mission-essential functions and to direct the relocation of personnel and resources to an alternate facility capable of supporting operations in the event a disaster or emergency impairs our ability to operate at the City of Rye Police Headquarters.

A copy of the proposed order is attached. It has been provided to the Rye Police Association for review pursuant to the provisions of the collective bargaining agreement.

CITY OF RYE POLICE DEPARTMENT

General Order # 114.9	New [X] Revised [ ] Supersedes:
Subject: Continuity of Operations Plan (C.O.O.P.)	
Date Issued Date Effective	Page 1 of 5
Issuing Authority: Michael C Corcoran, Jr., Police Commissioner	

PURPOSE

This document is intended to establish policy, guidelines and procedures to ensure the execution of mission-essential functions and to direct the relocation of personnel and resources to an alternate facility capable of supporting operations in the event a disaster or emergency impairs our ability to operate at the City of Rye Police Headquarters.

POLICY

On an annual basis, the City of Rye Police Department will review its Continuity of Operations Plan (C.O.O.P.), components, and supporting elements and make any required updates or changes. The date of review and names of personnel conducting the review are documented if any changes occur.

I. SUMMARY

Historically, the Rye Police Department has prepared, to the greatest extent possible, to respond to all hazard disasters and emergencies within its jurisdiction to save lives; protect the public health, safety, and well- being, protect property, maintain essential communications, provide for business/industrial continuity, and restore basic public services.

However, the Rye Police Department has become increasingly aware of the extent to which disasters and emergencies can interrupt, paralyze, disrupt, and/or destroy its capabilities to preserve civil government institutions and perform essential governmental and jurisdictional functions effectively under emergency conditions.

The Rye Police Department has prepared a comprehensive and effective Continuity Operations Plan (COOP) to ensure that essential operations can be performed during an emergency situation that may disrupt normal operations. The plan outlines procedures for the delegation of authority, alternate operations and communications locations, management of vital records and a recovery to normal operations.

The Rye Police Department has essential operations and functions that must be performed, or rapidly and efficiently resumed, in a disaster or any other category of emergency that could quickly interrupt, paralyze, and/or destroy the ability of the Rye Police Department to perform these essential operations. While the impact of these emergencies cannot be predicted, planning for operations under such conditions can mitigate the impact of the emergency on our personnel, facilities, services, and our mission.

II. OBJECTIVES

These essential functions include, but are not limited to:

1. Maintain telephone communication lines for the public to reach the Department for emergency calls. Consistent with Section 209-m of the General Municipal Law, we will contact Rye Brook Police Department for transfer of 911 emergency calls and send a Code Red Alert notifying the general public that phone lines are down and to use only 911 for police related emergencies.

2. Continuation of emergency police services and law enforcement in an environment that is threatened, diminished or incapacitated.

3. Respond to the scene of any disaster or unusual occurrence.

4. When necessary, initiate emergency personnel activation.

5. Notify City Manager, City Council, media and other service providers in the event that the Rye Police Department primary facility has been temporarily relocated.

Ill. PLANNING CONSIDERATIONS AND ASSUMPTIONS

- A major emergency or disaster could happen at any time.

- Adverse conditions could cause a much larger than expected demand for certain services, both internal and external to the Department.

- The COOP may be activated at any time with little advance notice or warning.

- An emergency condition may require immediate activation of the COOP and the relocation of operations to a designated alternate location as specified herein.

- Mobile communications capabilities may be used in the interim during relocation until interoperable communications can be re-established at an alternate location.

- The alternate location will be adequately staffed and operational within 12 hours.

- The alternate operations location may need to remain operational for an extended period of time as dictated by the circumstances.

- A majority of systems supporting daily Department functions may not be available.

- Emergency management assistance and state and federal resources may not be available within the first 72 hours of activation.

- In an emergency, outside assistance could be interrupted or unavailable.

- Following the declaration of an emergency or crisis requiring relocation, non emergency Department activities may be discontinued.

IV. AUTHORITY AND CHAIN OF COMMAND

The Police Commissioner or his designee has the authority to activate the COOP. In the event that normal chains of command are disrupted, the most senior Supervisor or Officer on duty will temporarily assume command until relieved in accordance with normal organizational structure.

In the event of a COOP activation, Police Commissioner or his designee shall promptly notify the City Manager and City Council of the activation and the nature of the emergency warranting the activation.

PHASE I - ACTIVATION (0 TO 12 HOURS)

During this phase, alert and notification of all employees and other organizations identified as "critical customers" (e.g., vendors or public/private entities that may provide resource support) will take place. It is during this phase that the transition to alternate operations at the alternate facility begins. However, if events turn out to be less severe than initially anticipated, the time-phased COOP activation may terminate during this phase and a return to normal operations will take place.

PHASE II -ALTERNATE OPERATIONS (12 HOURS TO TERMINATION)

During this phase, the transition to the alternate facility is complete and the performance of mission- essential functions should be underway. Also during this phase, plans should begin for transitioning back to normal operations at the primary facility or other designated facility.

PHASE III - RECONSTITUTION AND TERMINATION

During this phase, all personnel, including those that are not involved in the COOP activation, will be informed that the threat or actual emergency no longer exists and instructions will be provided for returning to normal operations.

V. ALTERNATE OPERATIONS AND COMMUNICATIONS LOCATION

The primary alternate operations location shall be Rye Fire Department Headquarters located at 15 Locust Avenue Rye, NY 10580. The primary land line at this location is 914-967-4530.

The secondary operations location shall be Rye Fire Department (Milton Firehouse) located at 560 Milton Road Rye, NY 10580. The primary land line at this location is 914-967-4731.

Equipment at both facilities will provide the agency with the ability to maintain communications and continue to provide emergency police services.

Equipment pre-positioned at the Rye Fire Department Headquarters and Milton Firehouse will include:

Land line telephones
Internet access
Cable TV access
Weather radio
Fax machine
Dispatch ready area
Generator power (gas powered)

Additional equipment to be transported will include:

Cellular telephones
Handheld portable radios and chargers
Laptop computers
MARS Hotline backup radio
Marine Radio
If relevant, any necessary agency forms

VI. VITAL RECORDS AND DATABASES

Vital records and databases identified as critical to supporting mission essential functions, both paper and electronic, have been identified and will be maintained, updated and stored in secure off site locations.

Emergency operating records and databases as well as the Rye Police Department's internal Records Management System are backed up daily and maintained off site and are accessible via internet access.

VII. RECOVERY TO NORMAL OPERATIONS

As soon as possible (within 24 hours) following a COOP plan activation and/or relocation, the Police Commissioner or his designee will initiate operations to salvage, restore and recover Rye Police Department's operational abilities. A return to normal agency operations will commence when the Police Commissioner or his designee determines that the emergency situation has ended and is unlikely to reoccur. Once this determination has been made, one or a combination of the following options may be implemented, depending on the situation:

- Continue to perform mission essential functions at the alternate facility.
- Begin an orderly return to Rye Police Department's Headquarters
- Begin to establish plans for normal operations at a different primary facility.

VIII. TRAINING AND REV IEW

Copies of this plan will be made available to all personnel for review and training. A test of the COOP plan will be conducted annually along with the Department emergency personnel mobilization plan.

CITY COUNCIL AGENDA

NO. 15 DEPT.: Police DATE: November 2, 2016

CONTACT: Michael C. Corcoran, Jr., Police Commissioner

AGENDA ITEM: Consideration of the proposed new Rules and Regulations of the City of Rye Police Department General Order #119.6 regarding a Visitor Log and Procedure Policy.

FOR THE MEETING OF:
November 2, 2016

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: Approval of a new General Order #119.6 regarding a Visitor Log and Procedure Policy.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:
Enhancement of the operational effectiveness of the Department.

BACKGROUND: The proposed new General Order #119.6 establishes a Department policy for guidelines for persons visiting the Police Department. These guidelines are to ensure maximum safety and protection for employees and visitors of the City of Rye Police Department.

A copy of the proposed order is attached. It has been provided to the Rye Police Association for review pursuant to the provisions of the collective bargaining agreement.

CITY OF RYE POLICE DEPARTMENT

General Order # 119.6	New [x] Revised [ ] Supersedes:
Subject: Visitor Log and Procedure	
Date Issued Date Effective	
Issuing Authority: Michael C Corcoran, Jr., Police Commissioner	

Purpose:

The purpose of this policy is to provide guidelines for persons visiting the police department. These guidelines are to ensure maximum safety and protection for employees and visitors of the City of Rye Police Department.

Policy:

It shall be the policy of the City of Rye Police Department to check and sign in all visitors to the police department.

Procedure:

a. All visitors will check in at the front desk and present photo ID.

b. Desk Officers will photocopy the ID, complete the visitor log form, and issue a visitor ID pass.

c. All visitors shall be escorted to and from their point of business. Visitors shall not be left with free access of the building, without prior approval from the Police Commissioner or his designee.

d. Exempt from the visitor procedures are:

- City Employees
- Uniformed Officers (other departments)
- Known Vendor Employees
- City Elected Officials

e. At the conclusion of their business in the department; the visitor ID pass will be returned to the desk officer and the time of the departure will be noted on the log.