

## CITY OF RYE

### NOTICE

There will be a regular meeting of the City Council of the City of Rye on Wednesday, April 13, 2016, at 8:00 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 personnel and litigation. The meeting will be preceded by a Presentation beginning at 7:00 p.m. on the Forest Avenue Pedestrian Improvement Project.*

### AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. Recognition of the Rye City School District Girls High School Varsity Basketball Team.
4. Consideration of the election of the Chiefs of the Rye Fire Department.
5. General Announcements.
6. Draft unapproved minutes of the regular meeting of the City Council held March 30, 2015.
7. Issues Update/Old Business.
8. Discussion regarding a switch to LED lighting for street lights in the City of Rye.
9. Consideration of 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.
10. Residents may be heard on matters for Council consideration that do not appear on the agenda.
11. Miscellaneous communications and reports.
12. New Business.
13. Adjournment.

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The next regular meeting of the City Council will be held on Wednesday, April 27, 2016 at 7:30 p.m.

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

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



# CITY COUNCIL AGENDA

NO. 3

DEPT.: City Manager

DATE: April 13, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Recognition of the Rye City School District Girls High School Basketball Team.

**FOR THE MEETING OF:**

April 13, 2016

**RYE CITY CODE,**

CHAPTER  
SECTION

**RECOMMENDATION:** That the Council recognize the achievements of the Rye City School District Girls High School Basketball Team.

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

## BACKGROUND:

The City Council congratulates the Rye High School's Girls Basketball team on winning the Section 1 Class A Championship. The only other time the girls won the Section 1 title, in 2004, they were in Class B, not Class A, so this is a tremendous victory. Rye claimed the victory against top-seeded Ursuline on February 28<sup>th</sup> with a final score of 63-47 at the Westchester County Center. The team went on to win multiple games in the New York State Tournament, advancing all the way to the State Final Four.

Beyond their athletic accomplishments, the team is also recognized for their scholastic prowess. The team received the NYSPHSAA Scholar Team Award with a GPA of 94.9. Additionally, all five seniors were elected as members of the National Honor Society: Lauren Dempsey, Madeline Eck, Alizeh Imam, Taylor Maurer and Deirdre Potter.

Rye High School's Girls Basketball Section 1 Class A Championship Winner



Left to right:

Front row: Kate Robbins; Amanda Hartzell; Taylor Maurer; Deirdre Potter;  
Serena Imam; Haley Nemsick

Back row: Head Coach Dennis Hurlie; Lauren Dempsey; Katie Popp; Eleanor Dailey;  
Alizeh Imam; Madeline Eck; Hannah Mullaly; Assistant Coach Joe Carlucci





# CITY COUNCIL AGENDA

NO. 4

DEPT.: Fire Department

DATE: April 13, 2016

CONTACT: Fire Department

**AGENDA ITEM:** Approval of the election of the Chiefs of the Rye Fire Department.

**FOR THE MEETING OF:**

April 13, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** Approve the election of Michael Billington as Chief of the Department, David Larr as 1<sup>st</sup> Assistant Chief, and Kyle Wagman as 2<sup>nd</sup> Assistant Chief.

**IMPACT:** ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

**BACKGROUND:** At the April 7, 2016 Rye Fire Department Annual Meeting the following Chiefs were elected: Michael Billington was elected Chief, David Larr 1<sup>st</sup> Assistant Chief, and Kyle Wagman 2<sup>nd</sup> Assistant Chief, subject to the approval of the City Council in accordance with Article 13, Section 2 of the Rye City Charter.



# CITY COUNCIL AGENDA

NO. 6

DEPT.: City Clerk

DATE: April 13, 2016

CONTACT: Carolyn D'Andrea, City Clerk

**AGENDA ITEM** Draft unapproved minutes of the Regular Meeting of the City Council held March 30, 2016.

**FOR THE MEETING OF:**

April 13, 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 March 30, 2016, as attached.

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

PRESENT:

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

ABSENT: None

The regular meeting of the Rye City Council convened at 8:45 P.M.

1. Pledge of Allegiance.

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

2. Roll Call.

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

3. Recognition of the Rye City School District Girls High School Basketball Team.

This item was moved to the agenda of the regular meeting of the Rye City Council on April 13, 2016.

4. General Announcements.

Mayor Sack announced the sad news of the passing of two of Rye's prominent citizens: Patricia Carey and Robert Rispoli. Mrs. Carey was the wife of former Judge John Carrey. Mayor Sack remembered her for her positive, friendly attitude toward others. Mr. Rispoli, husband of City staffer JoAnn Rispoli, was remembered as a great asset to the community through his years as a volunteer firefighter and his vibrant plumbing business. He was diligent, friendly, and extremely well-liked by everyone in Rye. The Council held a moment of silence for both Mrs. Carrey and Mr. Rispoli.

Councilwoman Tagger-Epstein announced that there will be Senior Summit on April 17, 2016 at 1:00-4:00 PM in the Library Annex. It will be an afternoon of speakers and events

covering various topics such as aging in place, avoiding scams, and yoga demonstrations. Councilwoman Tagger-Epstein recommended the event for all ages.

Joseph Murphy, 57 Franklin Avenue, addressed the Council as Chairman of the Senior Advocacy Committee. He explained that the goal of the upcoming Senior Summit is to bring the community together. Through this initiative, the Committee hopes to form a coalition throughout the community.

Councilman McCartney announced that the Rye Golf Club greens opened on Friday, March 25, 2016, and the golf shop is also open for business. Further, he stated that golf tee times will now be available to schedule online, and the Opening day Scramble will be held at the Rye Golf Course on May 1, 2016. Councilman McCartney also announced that the pool membership early enrollment discount has begun and the deadline is May 13, 2016. Lastly, the Rye Recreation Spring Program registration opens on April 4, 2016 at 10:00 A.M. Interested residents may apply online at the Recreation Department website, and summer camp registration is also still open.

Councilwoman Killian suggested that residents walk down Manursing Way to admire the flowers that are in full bloom. She also announced that there will be a meeting of the Rye Youth Council on March 31, 2016 at 7:00 P.M. at the Rye High School Performing Arts Center.

Councilwoman Hurd stated that the Rye Chamber of Commerce has put out a survey to residents regarding how to keep the downtown vibrant. She encouraged residents to fill out the survey. She also announced that Peter Fox will be retiring from the Rye Boat Basin and the City will be looking to fill his position. Councilwoman Hurd thanked Mr. Fox for his service on behalf of the Council and noted that the City is looking forward to many great years ahead at the Boat Basin. Mayor Sack also thanked Mr. Fox for his service to the City of Rye.

10. Proclamation setting April 20, 2016 as “Healthy Teen Brain Day”.

This item was taken out of order. Councilwoman Killian introduced the issue and explained that the Rye Drug and Alcohol Coalition (Rye-ACT) has been encouraged by the County to declare April 20, 2016 “Healthy Teen Brain Day. She introduced Nancy Pasquale, Rye-ACT Coalition Coordinator, who made the following statement to the Council:

“Mayor Sack and Members of the City Council:

I am here tonight to ask for your support in issuing a proclamation declaring April 20<sup>th</sup> (4/20) Healthy Teen Brain Day as part of a larger effort to prevent and reduce youth marijuana use and its impact on the teen brain. April 20<sup>th</sup> has widely become known as a day associated with smoking marijuana. Rye-ACT Community Coalition would like to reclaim April 20<sup>th</sup> as a day dedicated to prevention and the defense of the adolescent brain. With the advent of medical marijuana and legal marijuana in some states, there has been a shift in attitudes and perceptions around the risks of marijuana use among youth and adults. There are a lot of myths that marijuana is “safe” and that it is “not addictive.” This could not be further from the truth- especially when it comes to marijuana use by teens.

Research available through the National Institute on Drug Addiction (NIDA) shows:

- Marijuana use impairs learning, working memory, reduces attention span and concentration, impairs planning, organizational, problem-solving, and decision-making skills.
- Regular marijuana use causes cognitive impairment and a drop in IQ of up to 8 points; the degree of impairment is higher if onset of use is before age 18.
- Teen marijuana use is linked with early adult demotivation, including lack of employment, and failure to obtain a bachelor's degree in college.
- Approximately 1 in 10 people who use marijuana at least once will become addicted.
- The risk of addiction increases to 1 in 6 people if marijuana use starts in adolescence and goes up to 25-50% if used daily.
- Teens are 5-6 times more likely to become addicted to marijuana if they begin use by age 14.
- Among young people in drug abuse treatment, marijuana accounts for the single largest percentage of admissions, 61% of those under the age of 15 and 56% of those aged 15-19.
- Animal research has shown marijuana use in adolescence primes the brain to seek opioids in adulthood.

A proclamation from our local government alerts our community to the potential risks associated with marijuana and sends a strong message to Rye's youth that we support the health of their developing brains. Rye-ACT joins coalitions all across Westchester County in asking our municipalities to issue proclamations like the one you have before you. Our mentor coalition, The Westchester County Coalition for Drug and Alcohol Free Youth will be hosting a news conference at 4:20 on 4/20 to share those proclamations and further broadcast our prevention message.

Dr. Bertha Madras, Professor of Psychobiology at Harvard Medical School and former Deputy Director of the White House Office of National Drug Control Policy said it most eloquently, "This is not a war on drugs, it is a defense of our brains. The brain is the repository of our humanity, wisdom, our ability to love, learn, create, compute, compose, contemplate, think, to remember, to feel empathy for others, to administer justice and compassion. How precious, unique, and fortunate we are to be the bearers of unclouded minds. We are united in a passionate desire to defend the minds of our youth."

We appreciate your support of our work and hope that you will consider our proclamation request."

Mayor Sack made a motion, unanimously carried by the Council, to adopt the following resolution:

*WHEREAS, our youth are our greatest joy and our hope for the future so it is necessary for us to support them in making safe and healthy decisions, while creating a supportive environment that safeguards their future, and;*

*WHEREAS, many of our youth are making very healthy and safe decisions to remain marijuana-free and providing leadership in their schools and communities to help other youth remain marijuana-free, and;*

*WHEREAS, there is strong objective evidence that marijuana is harmful to the adolescent brain, with the potential to cause distorted perceptions, difficulty with thinking and problem solving, disrupted learning and memory, and impaired reaction time, attention span, judgment, balance and coordination, and;*

*WHEREAS, it is with special pleasure that I join with the youth and adult leaders of the Rye-ACT (Rye Action for Children and Teens) in celebrating the first “Healthy Teen Brain Day” to applaud and support our youth who are making healthy decisions, and;*

*WHEREAS, on behalf of the citizens of the City of Rye, I am pleased and proud to join all associated with the inception of Healthy Teen Brain Day and urge all citizens to acknowledge this very important day, and;*

*RESOLVED, that I Joseph A. Sack, Mayor of the City of Rye, on behalf of the City Council and citizens of the City, Proclaim Wednesday, April 20, 2016 to be Healthy Teen Brain Day in Westchester County and proudly join my fellow residents in marking this very special occasion.*

5. Draft unapproved minutes of the regular meeting of the City Council held March 9, 2016.

Councilwoman Hurd made a motion, seconded by Councilman Mecca and unanimously carried, to approve the minutes of the regular meeting of the City Council held March 9, 2016, contingent upon the inclusion of modified language within Resolution 2016-13 concerning Councilmembers-elect and confidential sessions.

6. Issues Update/Old Business.

There was nothing discussed under this agenda item.

7. Continuation of the Public Hearing to amend local law Chapter 177 “Taxation” of the Code of the City of Rye by adding Section 177-82(A)(2) “Hidden Spring Lane Historic District” as a separate Historic District.

Councilwoman Hurd reminded the Council and the public that it was decided at the March 9, 2016 meeting that the public hearing on this matter would be kept open for possible discussion prior to the Council taking a vote.

Councilman McCartney stated that he is generally in favor of this law, and that it is a good idea in principal. He stated he is happy with the work done by the Landmarks Committee. He stated he agrees with the designation of Hidden Spring Lane, as it does have historic value. However, the City Council must also decide what is best for the City of Rye as a whole. Councilman McCartney expressed concern that this particular location may not benefit the City as a whole, as it is a private road that is not often traveled by the public. Traffic may be discouraged by the signage of this area as a private road. Further, it has been suggested that there may be a potential conflict of interest in this current situation, as a member of the committee could also benefit from the designation of Hidden Spring Lane. Prior to this particular location, Councilman McCartney expressed his thought that prior to this particular designation, other locations should be considered.

Councilman Mecca added that he is in agreement with most of what the Landmarks Committee does propose, such as its work with the downtown historic designation. He asked that this specific issue of designation be postponed until the Master Plan is identified. Councilman Mecca stated that at this point, most of the City could be designated as historic, and waiting for the Master Plan would help the City to prioritize these potential areas of interest. Lastly, he stated that unlike the downtown area, Hidden Spring Lane does not host a large amount of traffic to the community.

Councilwoman Hurd reviewed the tax incentives that would be possible for those availing themselves of the potential district. The residents of Rye would absorb the difference made by the tax benefit, but it would be a very small increase for the other City residents. She then reviewed the characteristics that qualify a property for historic designation. She stated her opinion that homes on Hidden Spring Lane encompass the qualities identified. She further stated that it is her hope that the Landmarks Committee continues its work. She feels that there is no need to wait for a comprehensive plan, and waiting for the Master Plan may take years. The tax incentive being offered in this situation may prevent further demolition.

Councilwoman Killian stated that she is torn with respect to this issue. She appreciates the work performed by the Landmarks Committee on this project and others for Rye. With respect to this agenda item, Councilwoman Killian stated that she would be more comfortable if all potential historic districts were laid out prior to designating Hidden Spring Lane.

Mayor Sack inquired, and Councilman Mecca confirmed, that a responsible option would be for the Council to expedite a comprehensive review of historic issues throughout the City prior to the Master Plan being completed, to better understand this district.

Councilman McCartney added that he would prefer that there be a comprehensive list compiled on possible historic areas throughout the City. He stated that the private road issue may present an issue because he does not feel that the City as a whole would benefit from such designation.

Mayor Sack asked Councilwoman Hurd, liaison to the Landmarks Advisory Committee, to work with the Committee by looking at the entire City of Rye in its entirety and compile a comprehensive list to identify possible historic areas and review the historic criteria.

Mario Sax, Landmarks Committee member, stated that historical preservation is part of Rye's DNA. He added that if the City did not have historic preservation, there would be no Jay Mansion, the Rye Golf Club, or the library. He then stated that the Landmarks Committee's goal is to preserve and protect the historic identity of this community, and it not about tax incentives. He added that preservation has a price, and we benefit from the inherited homes in Rye. He felt that the entire City is historic, and the Committee is empowering neighborhoods to save the inherent historic character.

Mayor Sack responded that historic preservation is a City-wide effort, and perhaps this should be a City-wide type of review with City-wide standards. The Committee can work with City staff and the liaison to develop these ideas.

Councilwoman Bucci added that she appreciates all the work that the Landmark Committee does. She inquired as to the reason that Hidden Spring Lane was chosen as the first of its kind. Mr. Sax responded that the Committee felt it would be a beneficial place to start.

Councilwoman Tagger-Epstein stated her concern that if the Council waits for a comprehensive list, approving all areas at once may run the risk of having six or seven homes taking advantage of tax incentives all at once, creating a possible financial issue. While she does not generally support a piecemeal approach, this is a concern.

Councilwoman Killian responded that it would be beneficial for the Council to see the list prior to making designation decisions.

Mayor Sack stated the he would like to see this resolution pass. However, it should be considered in a way that the Council feels comfortable with the designation. He hopes that the Council takes a vote soon.

Jerome Coleman, 2 Hidden Spring Lane, addressed the Council. He stated he was compelled to make comments because of some erroneous statements made and to clarify in that regard. He first complimented the Mayor with his introductory comments on those two individuals who have passed away. He then acknowledged the Rye Girls High School basketball team who has grown in the past few years. He stated that Rye is proud of them. With regard to Hidden Spring Lane, he stated it is a private road, but a public thoroughfare. He reminded the Council of the Peck Manor House that was demolished. As a result of that demolition, the community came together and spent over one year before the zoning board. He further stated that Chairman Zahringer suggested that the Committee consider Hidden Spring Lane first, and the recommendation of Hidden Spring Lane was the result of a unanimous vote of the advisory committee. He lastly stated that there was no conflict of interest within his actions.

Mayor Sack made a motion, seconded by Councilwoman Killian, and unanimously carried, to close the public hearing.

13. Discussion of request from the Landmarks Committee for additional funds for the restoration and placement of the City of Rye Mile Markers.



This item was taken out of order. City Manager Serrano stated that this has been an ongoing project. The money for this project was not budgeted previously, and the Landmarks Committee would like the Council consider additional funds for the endeavor.

Mario Sax, Landmarks Committee member, commented that when the Committee undertook this project in 2013, there were four mile markers in Rye. He stated that in order to conserve these and protect them, the Committee was charged with doing so in accordance with historic preservation parameters. The additional funds would allow the Committee to preserve mile marker 25 along Boston Post Road. The Committee made a mold of that particular mile marker to preserve the original inscription for future generations.

City Manager Serrano stated that in July 2014, the Council approved the transfer of \$15,000 to the Committee, and subsequently spent another \$15,000 for the same purpose. The Landmarks Committee currently has approximately \$7,300 left. This current request does not exceed more than \$7,300.

Mayor Sack made a motion, seconded by Councilwoman Hurd, to approve the appropriation of funds not to exceed \$7,300 in accordance with the proposal for the Old Post Road Mile Marker submitted by the Landmarks Committee.

**ROLL CALL**

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

8. **Resolution to approve the changes to the Rye Fire Department By-Laws as adopted by the Board of Wardens.**

Councilwoman Bucci introduced the item and stated that the Board of Wardens changed their bylaws. The primary objectives of the changes focus firstly on who can volunteer as a firefighter, and secondly, broadening the pool of those who can run for Fire Chief. One of the requirements is now that the volunteers may live in the vicinity, and not necessarily in the City of Rye. Further, Councilwoman Bucci reported that active members will only need to attend three meetings per year. Also, the number constituting a quorum changed from 50 to 20 members. To be eligible for the position of Fire Chief, one will need to live in the City of Rye, but not for a significant length of time. Another change in the bylaws will mandate that within six months of being elected to Fire Chief, the Chief will have served as an officer in the company.

Councilman Mecca explained that the reason for some of the changes in the bylaws was to make it a better-operated fire department. He stated that the past chiefs were not required to have "Firefighter 1 Training" and the training moving forward will be more extensive, and include parameters of communication. It is important that our chiefs understand that moving forward the communications will all be done in the English language. Each company typically

nominates one person in their company for chief. The new bylaws reflect that each Chief must have been either second lieutenant, first lieutenant, or captain. Councilman Mecca recommended that the Council approve these changes.

Councilwoman Bucci made a motion, seconded by Councilman Mecca, to approve the changes to the Rye Fire Department By-Laws as adopted by the Board of Wardens as follows:

**Fire Department of the City of Rye  
a/k/a Rye Fire Department  
Rye, New York**

To maintain perfect discipline, to define duty and to promote efficiency in saving life and property where endangered by fire or other emergency, for which purpose the department was organized, the Board of Fire Wardens of the City of Rye Fire Department does enact the following for its government:

**ARTICLE I**

**NAME AND ORGANIZATION**

Section 1. Name. This organization shall be known and designated as the “RYE FIRE DEPARTMENT, CITY OF RYE, COUNTY OF WESTCHESTER, STATE OF NEW YORK”.

Section 2. Organization.

The members of the several fire companies of the City, enumerated below, shall constitute the Fire Department of the City of Rye, the head of which shall be the Board of Fire Wardens. The maximum number of members of each company shall be fixed by the Council. The Fire Chief, the first and second Fire Chiefs and the Wardens of such companies shall constitute the Board of Wardens.

Poningoe Engine and Hose Company  
Poningoe Hook and Ladder Company  
Milton Engine and Hose Company  
Fire Police Patrol

**ARTICLE II**

**MEMBERS**

Section 1. Active members. Active members shall be those members of any Company of the Fire Department who serve as Volunteer Firemen according to the laws of the State of New York. ~~The Active membership shall be limited to two hundred and thirty (230) men as provided in Section 2 of Article I of these by Laws. Any person of at least 21 years of age, a citizen, and of good character shall be eligible for Active membership in a Company of the Fire Department.~~

a) Applicants for membership in the Department must be:

1. **The minimum age of 18.**

2. A resident of the City of Rye or meet the requirements of the New York State law on nonresident members by reason of his/her residency in the vicinity of the City's boundaries.
3. A citizen of the United States.
4. Each applicant must be approved by the Board of Fire Wardens and the City Council.

- b) An active member shall mean a member who has attended at least six (6) company meetings in the twelve months immediately preceding the annual election of departmental officers and has either: (i) responded to at least twelve alarms in the twelve months immediately preceding the election of departmental officers and who has either completed or is exempt from completing all training required by law including, but not limited to, Firefighter I or an equivalent course offered by the State Office of Fire Prevention and Control, or, if you are a member of the Fire Police Patrol, Basic Exterior Firefighting Operation, or (b) has been a member of the department for more than twenty years. Full time students and volunteers whose professions prevent them from attending the minimum company meetings in the twelve months immediately preceding the annual election of the departmental officers are exempt from this requirement; however, volunteers falling within these two categories shall first be approved for this exemption and shall still attend at least three (3) company meetings in the twelve months immediately preceding the annual election of the departmental officers.

Section 2. Election and Confirmation. The election of members of any company shall be pursuant to the By-laws of such companies. The names of all newly elected members shall be presented to the Board of Fire Wardens and to the City Council of the City of Rye for their approval and their membership shall not be effective until confirmed.

### ARTICLE III

#### BOARD OF FIRE WARDENS

Section 1. Members. The Board of Fire Wardens of the City of Rye Fire Department shall consist of the Fire Chief, the two assistant chiefs and two wardens from each of the four companies. Each of the several companies shall elect annually by ballot from their own members a warden for a term of two years.

Section 2. Powers and duties of the Board.

- A. The Board of Fire Wardens, in conjunction with the City Manager, shall have control and supervision of the Fire Department and of all equipment and apparatus thereof, subject to the authority and control of the Council.
- B. The Board, in conjunction with the City Manager, shall make recommendations with employment of such persons as the Council may deem necessary and proper in the Department within budgetary limitations.
- C. The Board shall fill any vacancies in the office of Fire Chief and First and Second Assistant Fire Chiefs subject to the approval of the Council.

- D. The Board, in conjunction with the City Manager shall, subject to the approval of the Council, adopt and enforce rules and regulations, not inconsistent with the provisions of the Civil Service Law or any other law, for the control, disposition and discipline of the officers, members and employees of the Department, for their training and efficiency, and for the use and care of equipment and apparatus of the Department.
- E. The Board shall approve the by-laws adopted by the several fire companies for the government and discipline of their members.
- F. In all of its actions, the Board shall comply with city regulations, practices and procedures relating to administration, employees, purchasing and accountability of city property, except as otherwise provided by the Council.
- G. The Board shall review and make recommendations as to the annual budget prior to the submission to the City.
- H. The Board shall prescribe By-Laws as shall be by them deemed necessary or proper for the management of the affairs and the disposition of the members funds of the Department, subject to the approval of the Council.
- I. The Board shall call meetings of members, regular or special, except the annual meeting of the Department as hereinafter provided, and may designate one or more days in each year for public exercise, inspection and review.
- J. The Board shall have such other and further powers and duties as may be from time to time conferred upon it by the Council or By-Laws of the Department.

Section 3. Annual Meeting and Officers. The Board of Fire Wardens shall meet on the second Monday in April of each year and choose a secretary and treasurer of the City of Rye Fire Department who shall hold their respective offices for one year or until their successors have been appointed unless removed by the Board for cause. A vacancy in the office of secretary or treasurer shall be filled by the Board at its next meeting for the balance of the unexpired term.

Section 4. Regular Meetings. Regular meetings of the Board of Fire Wardens shall be held monthly on the second Monday of each month.

Section 5. Special Meetings. Special meetings of the Board shall be held upon the call of the Chief or upon the written request of five members of the Board in good standing.

Section 6. Quorum. A majority, in person or by proxy, shall constitute a quorum at all meetings of the Board.

Section 7. Duties of the Secretary. It shall be the duty of the Secretary to issue notices of all special meetings of the Board at least three days prior to the meeting, to designate the business for which it is called. He/she shall call the roll at every meeting of the Board and of the Department and to keep a record of the same. He/she shall also call a meeting of the Fire Department, by order of the Chief, to be held on the first Thursday following the first Tuesday in April of each year, at 8:00 P.M. or upon any subsequent day as determined by the Board of Fire Wardens, at which time he/she shall present his yearly report. He/she shall keep and be

responsible for a roster of all members of the Department. And whether they are active pursuant to ARTICLE II. He/she shall prepare an agenda for the next ensuing Board meeting and distribute it to the Wardens and City Manager three days prior to the meeting.

Section 8. Duties of the Treasurer. It shall be the duty of the Treasurer to keep the accounts of the City of Rye Fire Department, receive all moneys, pay all bills approved by the Board of Fire Wardens and preserve proper vouchers therefore. He/she shall supervise any campaign for the solicitation of contributions to the Department and he/she shall have such other and further duties as may from time to time be delegated by the Board.

#### **ARTICLE IV**

#### **DEPARTMENTAL MEETINGS AND ELECTION OF DEPARTMENTAL OFFICERS**

Section 1. Annual Meeting and Nominations. The annual meeting of the Department shall be held on the Thursday following the first Tuesday in April of each year, or any subsequent day as may be determined by the Board of Fire Wardens at 8 o'clock P.M. at which time the nomination and election of departmental officers shall take place.

Section 2. Special Meetings. Special meetings of the Department may be held at the direction of a majority of the Board of Fire Wardens, or of the Fire Chief or shall be called upon the written request of not less than twenty five members of the Department.

Section 3. Quorum. ~~Fifty~~ **Twenty** members present at any Departmental meeting shall constitute a quorum.

Section 4. Nomination and Election of Departmental Officers. The nomination and election of Departmental officers shall be made in accordance with the latest edition of Roberts Rules of Order. **Only active members shall be eligible to vote. At least twenty days prior to the Departmental annual meeting, the Secretary of each company shall certify a list of active members to the Secretary of the Department. Such lists shall be posted in a conspicuous place in each fire station. Any member who claims to qualify as an active member but whose name was omitted from such list may, upon written notice to the Board of Fire Wardens, at least five days prior to the annual meeting, petition to be eligible to vote. Such member shall produce either a written statement from the Company Secretary that the omission was a clerical error or proof that such member is qualified to vote. Such petitions and proof shall be heard by the Board of Fire Wardens immediately prior to the Annual Meeting. Upon a finding by the Board that such member is qualified to vote, the member's name shall be added to the list of active members.**

Section 5. Order of Business at Annual Meeting. The order of business at the annual meeting shall be as follows:

1. Salute to the Flag
2. Roll call
3. Reading of minutes
4. Report of committees

5. Report of Treasurer
6. Report of Secretary
7. Report of Chief
8. Appointment of tellers
9. Nomination and election of 2<sup>nd</sup> Assistant Chief
10. Nomination and election of 1<sup>st</sup> Assistant Chief
11. Nomination and election of Chief
12. New Business
13. Adjournment.

Section 6. Rules of Order. The proceedings of the Department and of the Board of Wardens shall be governed by Parliamentary Rules as set forth in Robert Rules of Order.

## **ARTICLE V**

### **DEPARTMENTAL OFFICERS**

Section 1. Departmental Officers. The officers of the City of Rye Fire Department shall consist of Fire Chief, first Assistant Chief and second Assistant Chief respectively, each of whom: 1) shall be a member of the Department; 2) ~~qualified to vote in the City of Rye;~~ **3) shall be a resident of the City of Rye for one year immediately preceding his/her election or appointment; 3) shall be an active member of the Department (as defined in Article II section 1b) for at least one calendar year immediately preceding his/her election or appointment; 4) shall have completed Firefighter 1 or an equivalent course offered by the State Office of Fire Department and Control; 5) shall have served as an officer in his/her company; and 6) shall have successfully passed the Incident Command System (ICS) level 400 course within six (6) months of being elected to office.**

Section 2. Duties of the Chief. The Chief shall be Chairman of the Board of Fire Wardens and of the meetings of the Department. He/she shall have exclusive control of the members at all fires, departmental drills, inspections, reviews and other emergency duties. He/she shall, under the supervision of the Board of Fire Wardens, in conjunction with the City Manager, have control of the engines, hose and other apparatus owned by the City for the prevention or extinguishment of fires, of all property owned by the Department and of all officers and employees thereof elected or employed by the Board, the City Manager or the City Council. He/she shall, at the annual meeting of the Department, or when required by the City Council or Board of Fire Wardens, report the condition of the property of the Department and furnish such other information respecting the Department as may be required. He/she shall hold the members, officers and employees of the Department strictly to account for the neglect of duty and may suspend them at any time subject to the approval of two-thirds of the members of the Board at the next meeting and further subject to the rules under the Civil Service Law. **Such suspension shall not become effective until after two-thirds of the Board votes in favor of such suspension.**

The Chief shall perform such other duties prescribed by the Board or City Council.

Section 3. Duties of Assistant Chiefs. The first and second Assistant Chiefs shall rank second and third respectively in command of the Department and in case of the temporary inability or absence of the Chief, the first Assistant Chief, and in the absence or inability of both Chief and first Assistant Chief, the second Assistant Chief shall perform the duties and have all the powers of the Chief. The first and second Assistant Chiefs, respectively, shall perform such duties and be responsible for such departmental activities as may have been assigned to them by the board of Wardens or the Chief.

- A. ~~In the event of death or inability of the Chief to continue in officer, the first Assistant Chief will assume the duties of Chief, the second Assistant Chief will assume the duties of the first Assistant Chief, and an election shall be held for the position of second Assistant Chief.~~ **the extended absence of the Chief, first Assistant or second Assistant Chief, the Board of Fire Wardens shall, subject to the approval of the City Council, appoint a member of the Department to serve as second Assistant Chief until the Chief and/or first Assistant Chief and/or second Assistant Chief is able to resume the duties of his/her office but said appointment shall not extend beyond the next annual election of officers by the Department. The first and second Assistant Chiefs shall perform such duties and be responsible for such departmental activities as may have been assigned to them by the Board or the Chief.**

## ARTICLE VI

### **COMPANY ELECTIONS AND BY-LAWS**

Section 1. Election. Each of the four companies whose members constitute the City of Rye Fire Department shall hold an annual meeting on the first Tuesday in April of each year, subject to their by-laws and subject to the approval of the Board.

## ARTICLE VII

### **ALARMS AND CONDUCT DURING DUTY**

Section 1. Duties generally. In addition to their fire duties in case of alarm of fire, all companies of the Department are hereby designated for the purpose of rendering assistance in case of accidents, calamities or other emergencies.

Section 2. Alarms. Upon actual knowledge, or upon information and belief, of the existence of a fire within the limits of the City or of any territory which is afforded fire protection by the Department pursuant to a contract for such protection, an alarm shall be sounded electronically. In like manner an electronic alarm shall be sounded in the case of any accident, calamity or other emergency in connection with which the services of any fireman may be required to render assistance pursuant to the Westchester County Mutual Aid Plan ( including services of fire-fighting, fire police, emergency relief, rescue and stand-by) but no such aid is to be given, or apparatus removed without the consent of the Chief, or in the absence of the Chief and the Assistance Chiefs, the next ranking officer, the City Manager or a member of the Board of Fire Wardens.

Section 3. Conduct. Members while on duty shall avoid all unnecessary noise or confusion, and any member who shall at such time disobey orders of the proper officer or shall be guilty of misconduct or shall be under the influence of drugs or intoxicating beverages, or attempt to obstruct the workings of the Department or the execution of the orders of the proper officers, shall be immediately suspended by the officer in charge, pending a hearing.

## **ARTICLE VIII**

### **SUSPENSION, ALTERATION OR AMENDMENT**

Section 1. Suspension. Any section of these By-Laws may be suspended at a meeting by the Board by unanimous vote of the members present, but such suspension shall expire with the meeting at which it is ordered.

Section 2. Amendment. These By-Laws may be altered or amended by a two-thirds (2/3) vote of the members of the Board present at a regular meeting or a special meeting held for that purpose, provided the substance of the proposed amendment to be voted upon is incorporated in the notice of such meeting and a vote shall not be had until 30 days after the amendment is proposed to the Board of Wardens, or until the next regular meeting. **Such amendment shall not become effective until approved by the City Council.**

#### **ROLL CALL**

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

9. **Resolution electing City of Rye participation in the New York State Health Insurance Program (NYSHIP).**

City Manager Serrano explained that one of the provisions of the new contract with the firefighters was for the firefighters to switch health insurance to save cost. POMCO is terminating its coverage on May 15, 2016 and the NYSHIP coverage will start May 1, 2016.

Councilman McCartney made a motion, seconded by Councilwoman Killian, to approve the City of Rye's participation in the New York State Health Insurance Program.

#### **ROLL CALL**

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



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

Phillip Cicchiello, 203 Purchase Street, spoke at length concerning a building permit for a neighboring property's fence. Corporation Counsel Wilson state that the building inspector went out several times to the properties in question and does not believe there are any violations.

Mack Cunningham complemented the Mayor on the earlier meeting on the Rye Town Park Commission. The outcome of that meeting showed that the committee seems divided. He stated that the decisions to be made are off to a very rough start. He inquired about the entity managing the fees. He further stated that the City has always struggled with day-to-day issues with the park, and the City of Rye does not have a conflict.

Sal Ingaunti, of the Building Commission, asked the City to comment on the future of the Building Department with the retirement of Maureen Eckman.

City Manager Serrano responded that Kerry Lenihan will be in charge temporarily and the City will be looking into civil service.

Mr. Inguanti offered that the Building Committee would be happy to help in any way.

12. Adoption of the 2016 County property tax rates.

Mayor Sack made a motion, seconded by Councilman Mecca, to adopt the 2016 County property taxes.

ROLL CALL

AYES: Mayor Sack, Councilmembers Bucci, Hurd, Killian, McCartney, Mecca and  
Tagger-Epstein

NAYS: None

ABSENT: None

14. Appointments to Boards and Commissions, by the Mayor with Council approval.

A) One appointment to the Conservation Commission/Advisory Council for a three-year term.

B) Two appointments to the Flood Advisory Committee for a three-year term.

C) Eight appointments to the Rye Cable and Communications Committee for a three-year term.

D) Two appointments to the Rye Playland Advisory Committee for a three-year term.

E) Three appointments to the Rye Town Park Advisory Committee for a three-year term.

F) Four appointments to the Traffic & Pedestrian Safety Committee for a three-year term.

These appointments were deferred to a later date.

15. Consideration of a request by the Lustgarten Foundation Cancer Research Institute for use of city streets on Sunday, April 17, 2016 from 9:00 a.m. to 12:00 p.m. for their annual Westchester Pancreatic Cancer Research Walk.

Assistant City Manager Eleanor Militana explained that this event has taken place annually since 2010.

Councilwoman Killian made a motion, seconded by Councilwoman Tagger-Epstein, and unanimously carried, to approve the request by the Lustgarten Foundation Cancer Research Institute for use of city streets on Sunday, April 17, 2016 from 9:00 a.m. to 12:00 p.m. for their annual Westchester Pancreatic Cancer Research Walk.

16. Miscellaneous communications and reports.

There was nothing discussed under this agenda item.

17. New Business.

Councilwoman Killian raised the issue of the Smith Street/ Purchase Street intersection. She suggested spending more money to include brick or a material that helps define the raised pedestrian walkway. Mayor Sack asked City staff to present options with regard to this matter

18. Adjournment.

There being no further business to discuss at the general meeting, Councilman Mecca made a motion at 10:36 P.M., seconded by Councilman McCartney and unanimously carried, to adjourn into executive session to discuss personnel matters. Following executive session, Councilman Mecca made a motion at 11:15 P.M., seconded by Councilman McCartney, to exit executive session and adjourn the meeting.

Respectfully submitted,

Carolyn E. D'Andrea  
City Clerk



# CITY COUNCIL AGENDA

NO. 7

DEPT.: City Council

DATE: April 13, 2016

CONTACT: Mayor Joseph A. Sack

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

**FOR THE MEETING OF:**

April 13, 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. 8

DEPT.: City Manager

DATE: April 13, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Discussion regarding a switch to LED lighting for street lights in the City of Rye.

**FOR THE MEETING OF:**

April 13, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council consider changing the street lights in the City to LED lighting.

**IMPACT:** ☒ Environmental ☒ Fiscal ☒ Neighborhood ☐ Other:

**BACKGROUND:** Staff will present alternatives for converting the current High Pressure Sodium street lighting system to LED (light-emitting diode) lighting.

See attached information.




**CITY OF RYE**  
**Engineering Department**

**Interoffice Memorandum**

---

To: Marcus Serrano, City Manager

From: Ryan Coyne, City Engineer 

Date: April 4, 2016

Subject: LED Streetlights – Potential Implementation Options

This memorandum is intended to outline some options and their costs for the City to purchase and install LED streetlights. As you are aware, the City began working with the New York Power Authority (NYPA) on energy efficient upgrades and then received a proposal from Lumen Light Solutions for a turnkey streetlight upgrade project. Over the course of the past couple of years, we have been investigating various avenues the City could use to purchase and install LED streetlights that would achieve the goals of the community while providing a stable fixture for staff to maintain.

One of the reasons that the City began working NYPA on energy efficient upgrades is to leverage their independent expertise in the field to help determine the specific light that is appropriate for our community. As you can see from the small sample outlined in this memo, there are many different suppliers and installers clamoring for clients in this field as the cost of LED streetlights has decreased and the warrantied-time has increased to the point that it appears prudent for municipalities to move forward with this retrofit work. It appears that the vast majority of LED lighting retrofits now being installed are from the same few American manufacturers and are available for purchase under an existing contract.

City of New Rochelle/ Village of Elmsford Contract

In January, the City Council was presented with a proposal from Lumen Light Solutions (LLS) to replace the City's high pressure sodium street lights with Philips LED. LLS was awarded a contract jointly by the City of New Rochelle and Village of Elmsford for the work in 2014 and the City is able to "piggyback" on that contract. The estimated cost for the work was presented in a proposal from LLS with unit prices for the various sized lights as well as costs for an upgraded photocell (which the City would require) and

maintenance & protection of traffic during installation. LLS also specified various private financing options for the City if we desired to use them.

<b>Lumen Light Solutions - New Rochelle/ Elmsford Contract (Furnish and Install - Turn-Key)</b>			
<b>Wattage</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Cost</b>
70	913	\$336.15	\$306,904.95
100	418	\$341.25	\$142,642.50
150	102	\$377.35	\$38,489.70
250	237	\$420.15	\$99,575.55
400	0	\$564.50	\$0.00
Extra Life Photocells	1670	\$24.11	\$40,263.70
Maint. and Prot. of Traffic	1670	\$17.00	\$28,390.00
<b>TOTAL (Furnish and Install)</b>			<b>\$656,266.40</b>

#### New York Power Authority Contract

During the time that this presentation was being prepared, NYPA also went to bid for a large-scale, region-wide purchase of LED streetlights with the intent to aid local municipalities in the implementation this energy-efficient retrofit. Pricing for the lights from NYPA is now available. NYPA offers municipalities a variety of services including public bidding, project management, and financing; all or none of which may be chosen by the municipality. All of these services require a fee be paid to NYPA for their work. The City (and all municipalities) can utilize NYPA's services to bid the purchase of lights, install the lights, and/ or manage the entire project including the use of their bonding and financing capabilities with incremental payback over the life of the return on investment period. Essentially, NYPA and LLS offer the same services, however, the LLS contract with New Rochelle/ Elmsford is to "purchase and install" where NYPA gives municipalities the flexibility to purchase and or install. Additionally, LLS's fees are lumped into one unit cost while NYPA's fees are separated into a transparent cost-plus-percentage structure.

The table below details the price for the light fixtures in NYPA's contract which features three available suppliers. The fee to NYPA to purchase from this contract is 20% on top of the cost of the fixture. Should the City wish to have NYPA install the light fixtures, NYPA would separately bid for that work specific to Rye and the City would absorb the costs plus an additional percentage-based fee to NYPA. Given other purchasing options, it would appear unnecessary to purchase through NYPA and pay a fee unless we desired to utilize all of their services and bonding power; whereby over time the fee

# LED Streetlight Retrofit

April 4, 2016

Page 3 of 5

could be less than a higher, private interest rate. We would require additional conversations with NYPA to get into these specifics should we choose to go in this direction.

NYPA Contract - Supply Only (NYPA Charges a 20% service fee)					
		Lumen Light Solutions			
Wattage	Quantity	Brand	Unit Price	Cost with NYPA 20% Fee	Extended Cost
70W	913	Philips	\$177.27	\$212.72	\$194,217.01
100W	418	Philips	\$191.52	\$229.82	\$96,066.43
150W	102	Philips	\$224.01	\$268.81	\$27,418.82
250W	237	Philips	\$253.08	\$303.70	\$71,975.95
400W	0	Philips	\$381.90	\$458.28	\$0.00
<b>Total Cost to the City (Furnish only)</b>					<b>\$389,678.22</b>
		Aerys Lighting Supply			
		Brand	Unit Price	Cost with NYPA 20% Fee	Extended Cost
		Philips	\$198.00	\$237.60	\$216,928.80
		Philips	\$214.00	\$256.80	\$107,342.40
		Philips	\$249.00	\$298.80	\$30,477.60
		Philips	\$282.00	\$338.40	\$80,200.80
		Philips	\$425.00	\$510.00	\$0.00
<b>Total Cost to the City (Furnish only)</b>					<b>\$434,949.60</b>
		Graybar			
		Brand	Unit Price	Cost with NYPA 20% Fee	Extended Cost
		Holophane	\$165.12	\$198.14	\$180,905.47
		Holophane	\$247.67	\$297.20	\$124,231.27
		Holophane	\$255.81	\$306.97	\$31,311.14
		Holophane	\$366.28	\$439.54	\$104,170.03
		Holophane	\$685.12	\$822.14	\$0.00
<b>Total Cost to the City (Furnish only)</b>					<b>\$440,617.92</b>

## US Communities Contract

A third option for the City which has not yet been discussed with the public is the purchase of the lights through the US Communities Government Purchasing Alliance. Graybar, Inc. is awarded the LED light contract through US Communities. Graybar is a Fortune 500 electrical supply distribution company with a local office in Hawthorne. Under the US Communities contract, Graybar may supply a number of different brands

of LED Streetlights; however, they have teamed with Acuity, which is a competitor to the Philips light, to provide a high-quality, cost effective solution specifically for municipal retrofits. Pricing for these lights is included in the table below. Graybar also offers the same services as LLS and NYPA (turn-key supply and install, financing, etc.).

US Communities Contract				
Wattage	Quantity	Brand	Unit Price	Extended Cost
70W	913	Holophane	\$126.74	\$115,713.62
100W	418	Holophane	\$187.80	\$78,500.40
150W	102	Holophane	\$196.34	\$20,026.68
250W	237	Holophane	\$270.13	\$64,020.81
400W	0	Holophane	\$0.00	\$0.00
Extra Life LED Photocells		1670	\$17.86	\$29,826.20
<b>TOTAL (Furnish Only)</b>				<b>\$308,087.71</b>
Installation Option		1670	\$85.00	\$141,950.00
<b>TOTAL (Furnish and Install)</b>				<b>\$450,037.71</b>

### Self-Bid

The City maintains the ability to develop its own specification and offer a public bid to retain its own supplier and/ or contractor. However, it appears that any brand or quality light is available for purchase under an existing contract. Barring a desire to install a light with specifications that are specific to Rye, bidding this work out would appear to be redundant.

### Self-install

The City, unlike other neighboring communities, is benefitted with having a Department of Public Works that is capable of installing the LED lights should the City purchase the fixtures through the NYPA or US Communities contract. It will take longer than it would a private contractor for our in-house staff to complete the installation as our other daily duties still need to be completed. However, as you can see from the tables, a significant cost savings can be realized if DPW installs the fixtures (Over \$300,000). It is estimated that it could take 12-18 months for DPW to install all fixtures compared to 3-6 months for a private contractor. One other reason for the additional time is that DPW staff will replace any deficient wiring as we go where a private contractor will either leave that work behind for the DPW to complete later or charge a change-order fee to complete the work as they go.



### Conclusion

The technology changes behind LED streetlight retrofits appears to have levelled off over the past few years. In addition, the manufacturers are now able to provide up to 10-year warranties for the fixtures. Given the capital investment communities are putting into this work, shorter warranty times (5-years and less) were discouraging.

The City could realize approximately a 50% cost savings if it were to utilize DPW staff to install the light fixtures. While this will take longer before all 1700 street lights are upgraded; the return period is almost cut in half and energy savings will far exceed the additional installation time. If the City would prefer to allocate funding toward a contractor to furnish and install the fixtures, the US Communities contract appears to provide the best value for our needs. We are expected to receive sample fixtures in the next few weeks from the US Communities vendor so that we can have the appropriate information to make an educated decision. It should be noted; however, that other Westchester communities are utilizing the New Rochelle/ Elmsford model and are, as far as this office knows, satisfied with the work.

We would be happy to update you and the Council should you deem necessary.



# CITY COUNCIL AGENDA

NO. 9

DEPT.: City Manager

DATE: April 13, 2016

CONTACT: Marcus Serrano, City Manager

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

**FOR THE MEETING OF:**

October 20, 2010

**RYE CITY CODE,**

CHAPTER  
SECTION

**RECOMMENDATION:** That the City Council consider 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 seventy-three (73) additional locations within the City's right-of-way.

Pursuant to Sections 196-13 and 196-16 of the Code of the City of Rye the Council may refer the application for additional locations to the Board of Architectural Review (BAR).

See attached documentation from Crown Castle:

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



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

**VIA EMAIL AND US MAIL**

April 8, 2016

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

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

Dear Mayor Sack and Rye City Council:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kind Regards,

*Esmé Lombard*

Esmé A. Lombard  
National Real Estate – Contractor  
Crown Castle

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

## RIGHT-OF-WAY USE AGREEMENT

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

### RECITALS

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

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

### AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*if to the City:*

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

*if to NextG:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

City: CITY OF RYE, a New York municipal corporation

By: Scott Pickup  
[name typed]

Its: City Manager

Date: February 8, 2011

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

By: \_\_\_\_\_  
[name typed]

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

Date: \_\_\_\_\_, 2011

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

Kristen Wilson Corporation Counsel

By Kristen Wilson, ~~Deputy~~ City Attorney

Exhibits:

Exhibit A -- Equipment

Approved as to Form  
and Legal Sufficiency:

[Signature]  
Signature/Initials

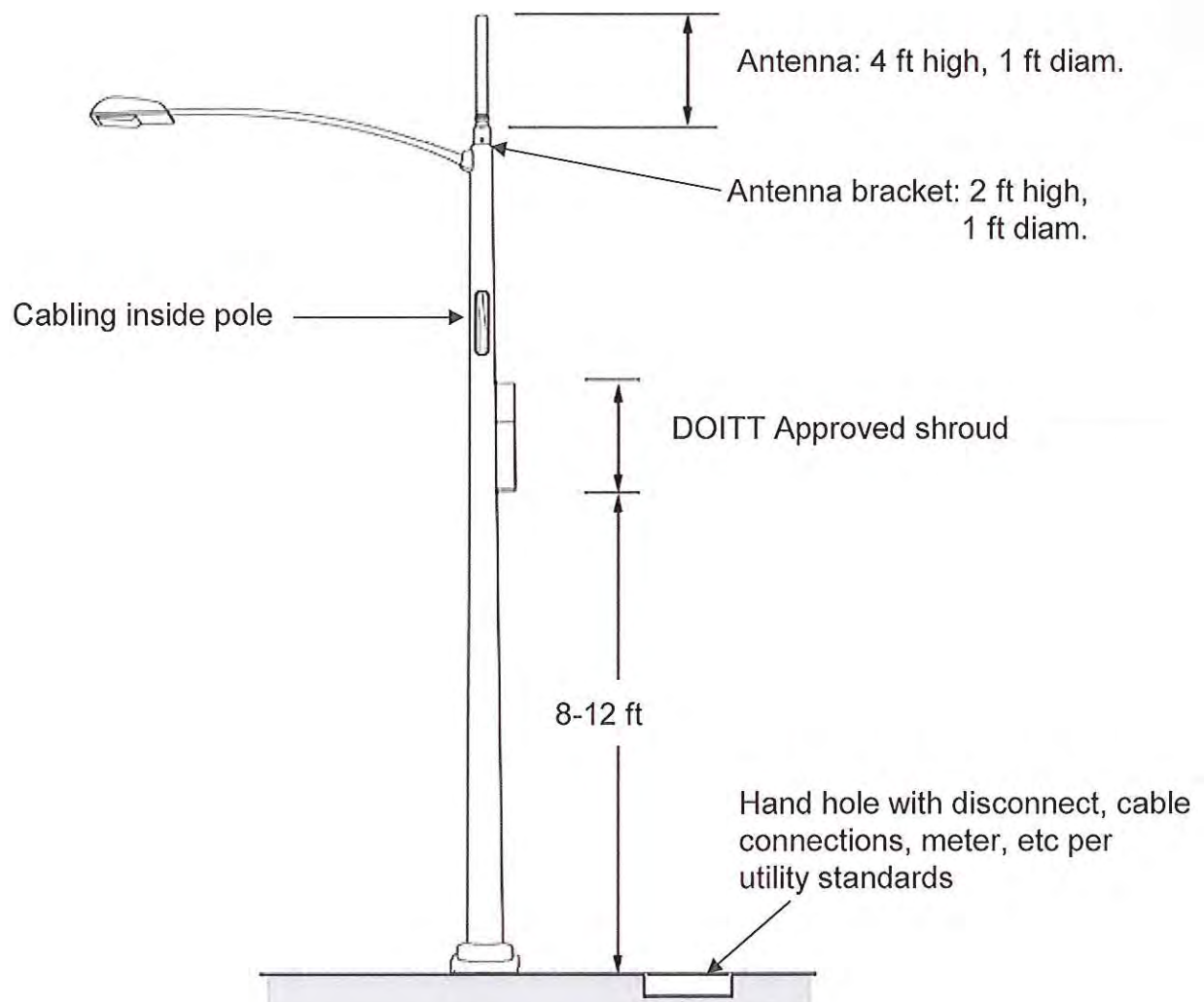
Date: 2 / 11 / 20 11

# **Exhibit A**

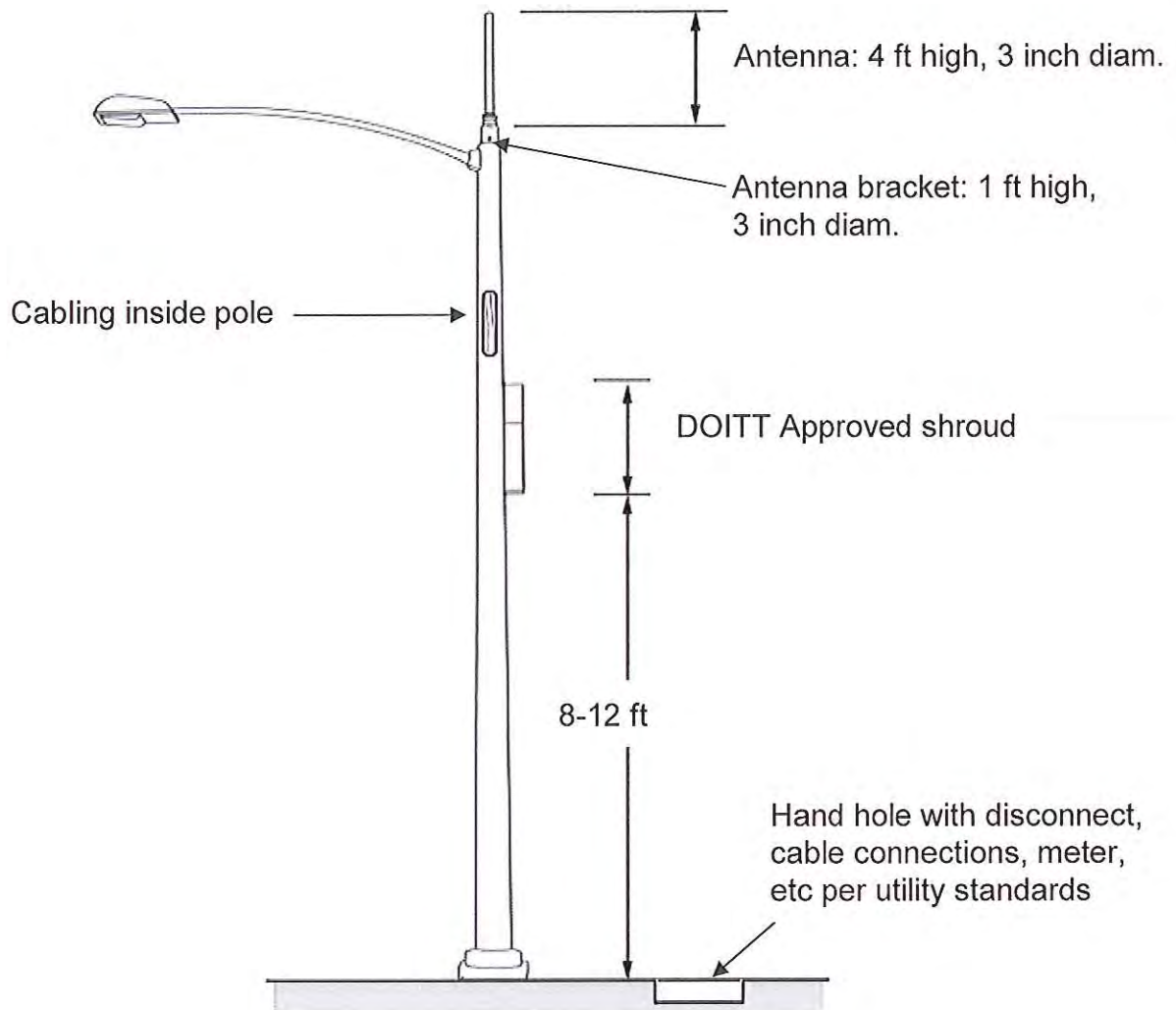
**Westchester, NY**  
**Rev 01-19-2010**



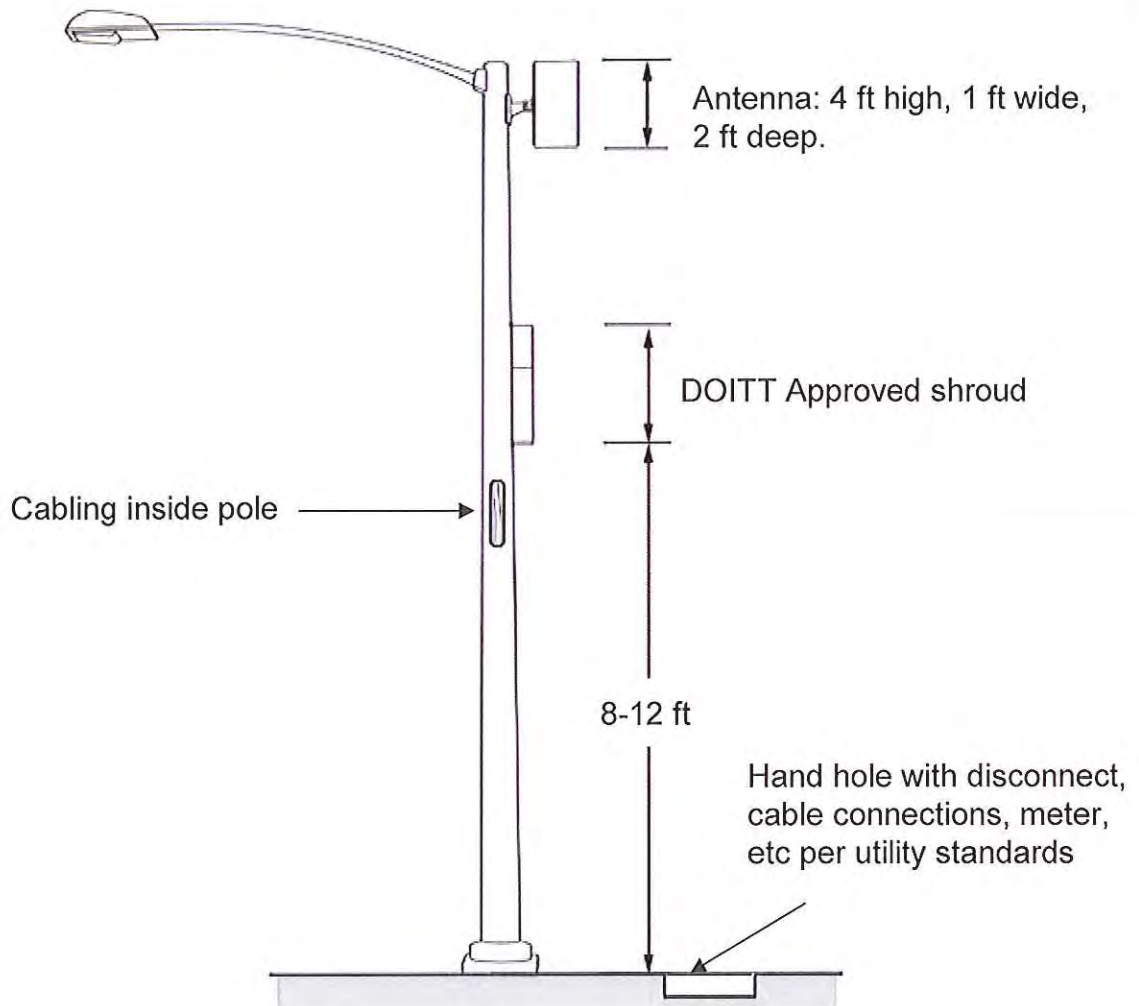
# Street Light Pole



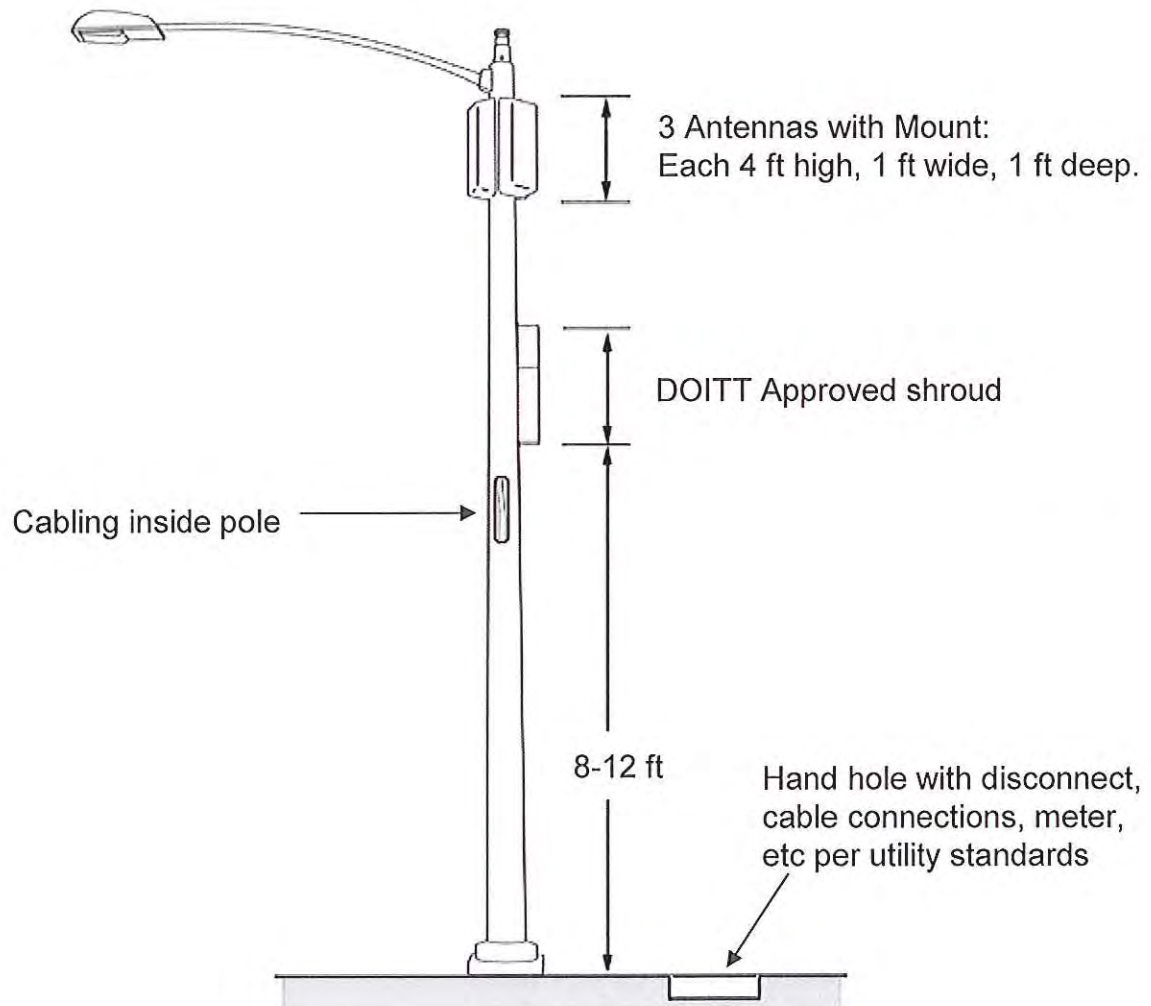
# Street Light Pole



# Street Light Pole

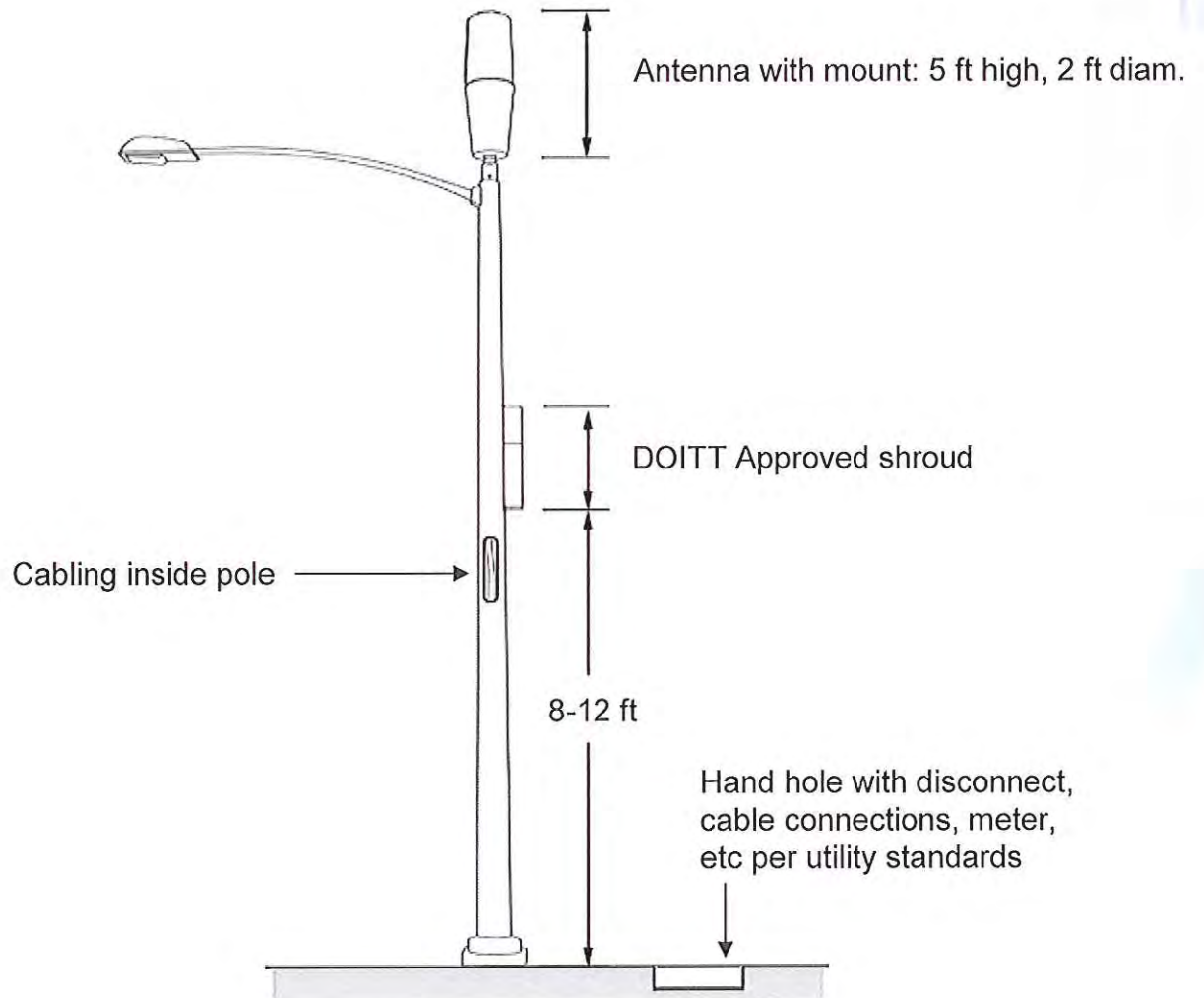


# Street Light Pole

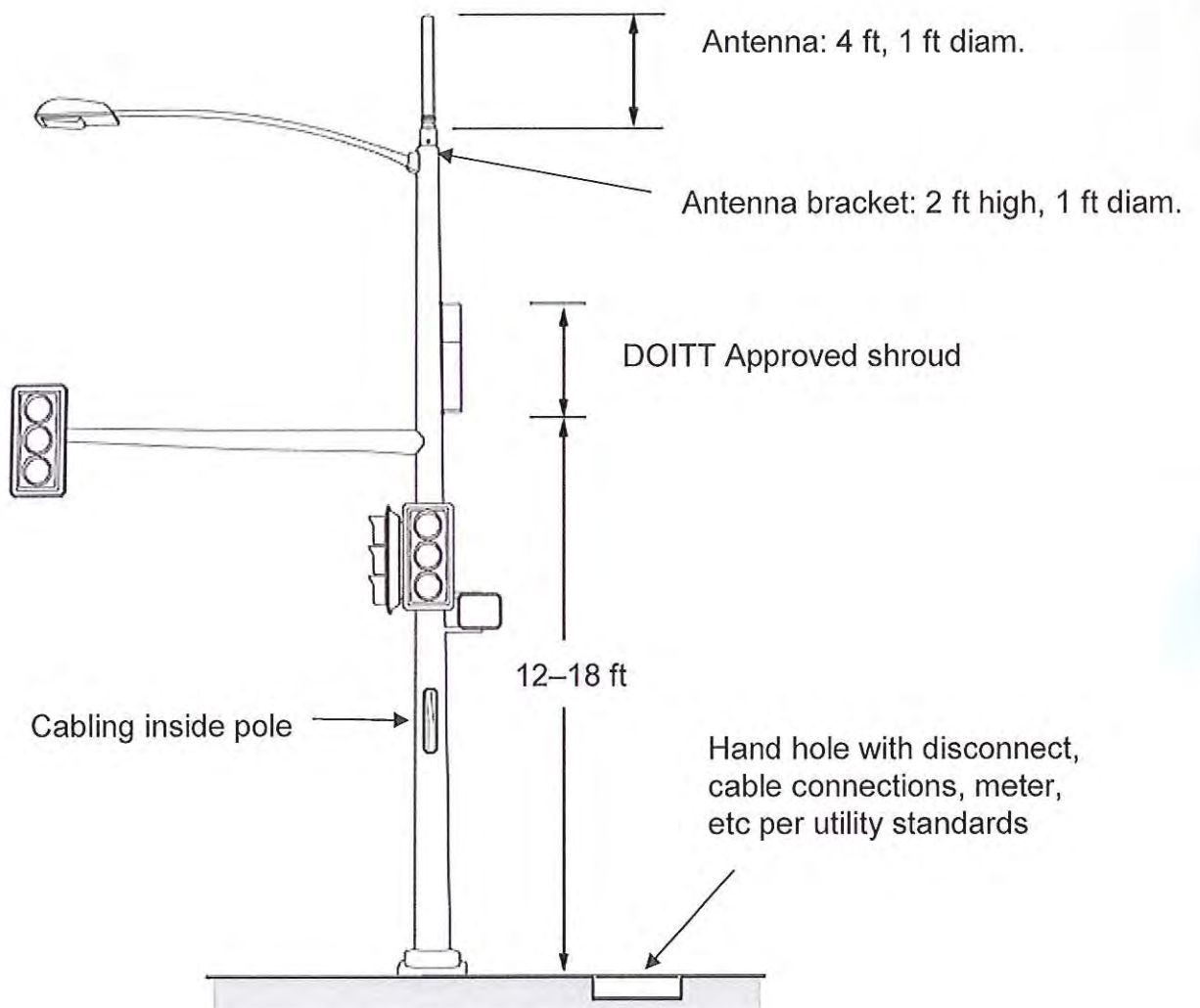




# Street Light Pole

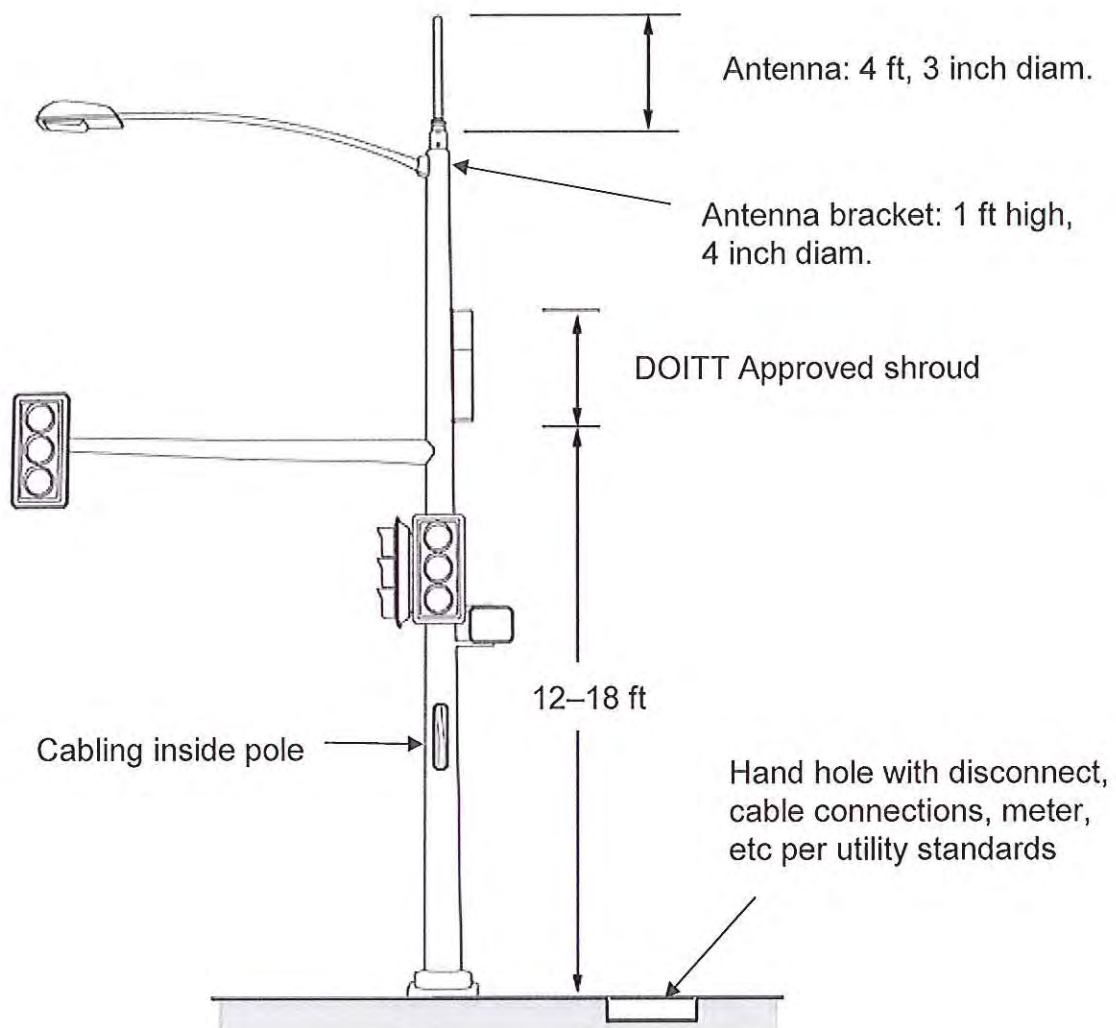


# Traffic Light Pole

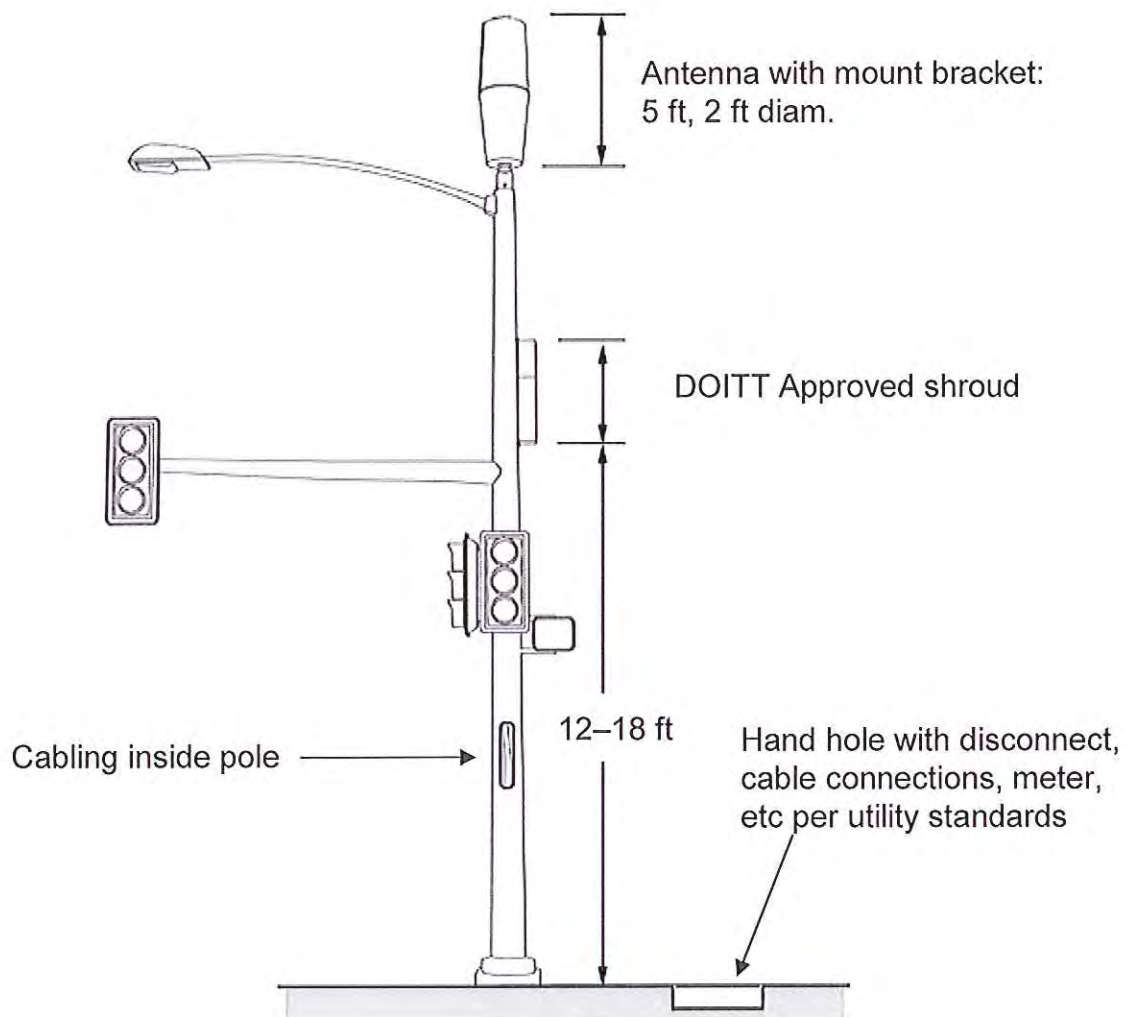




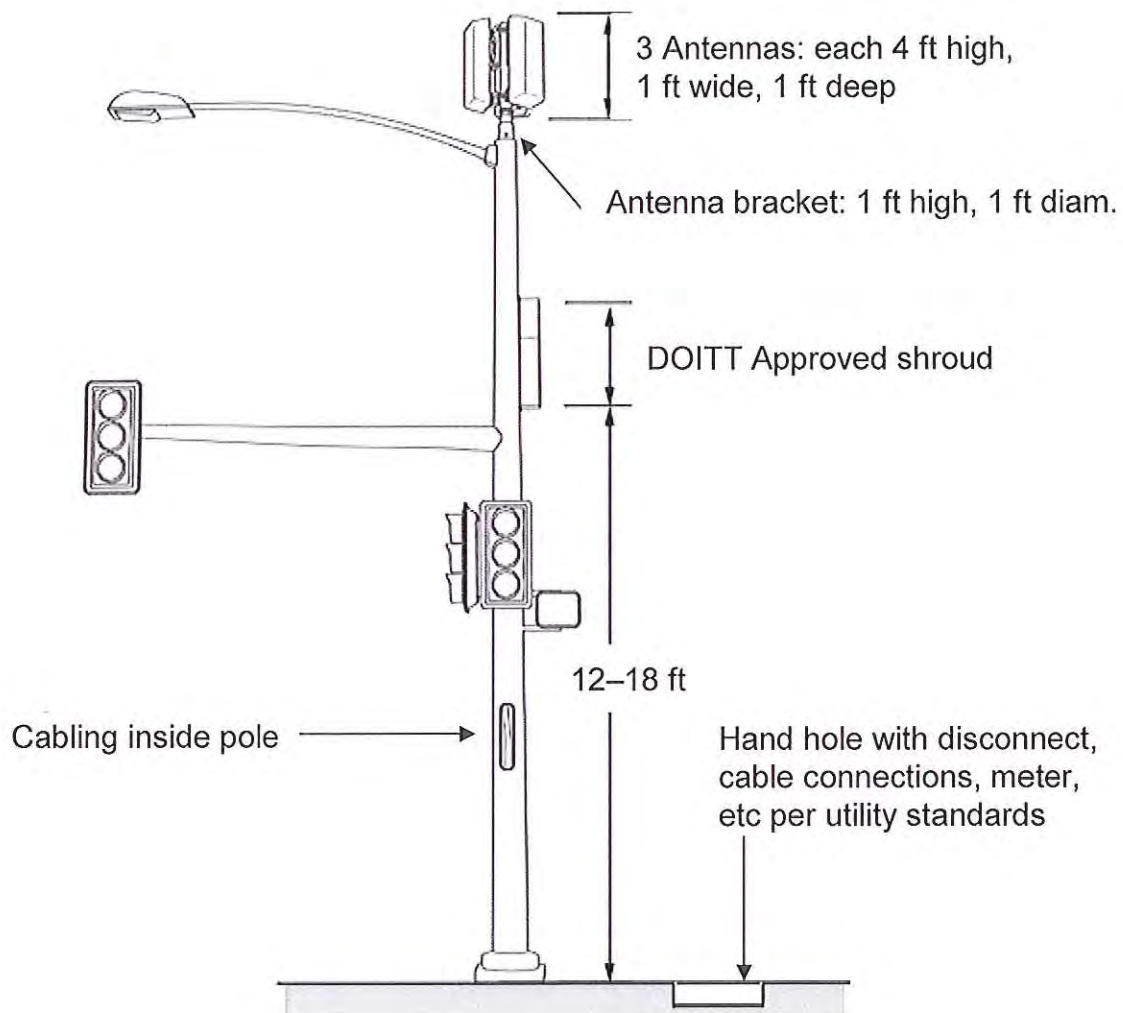
# Traffic Light Pole



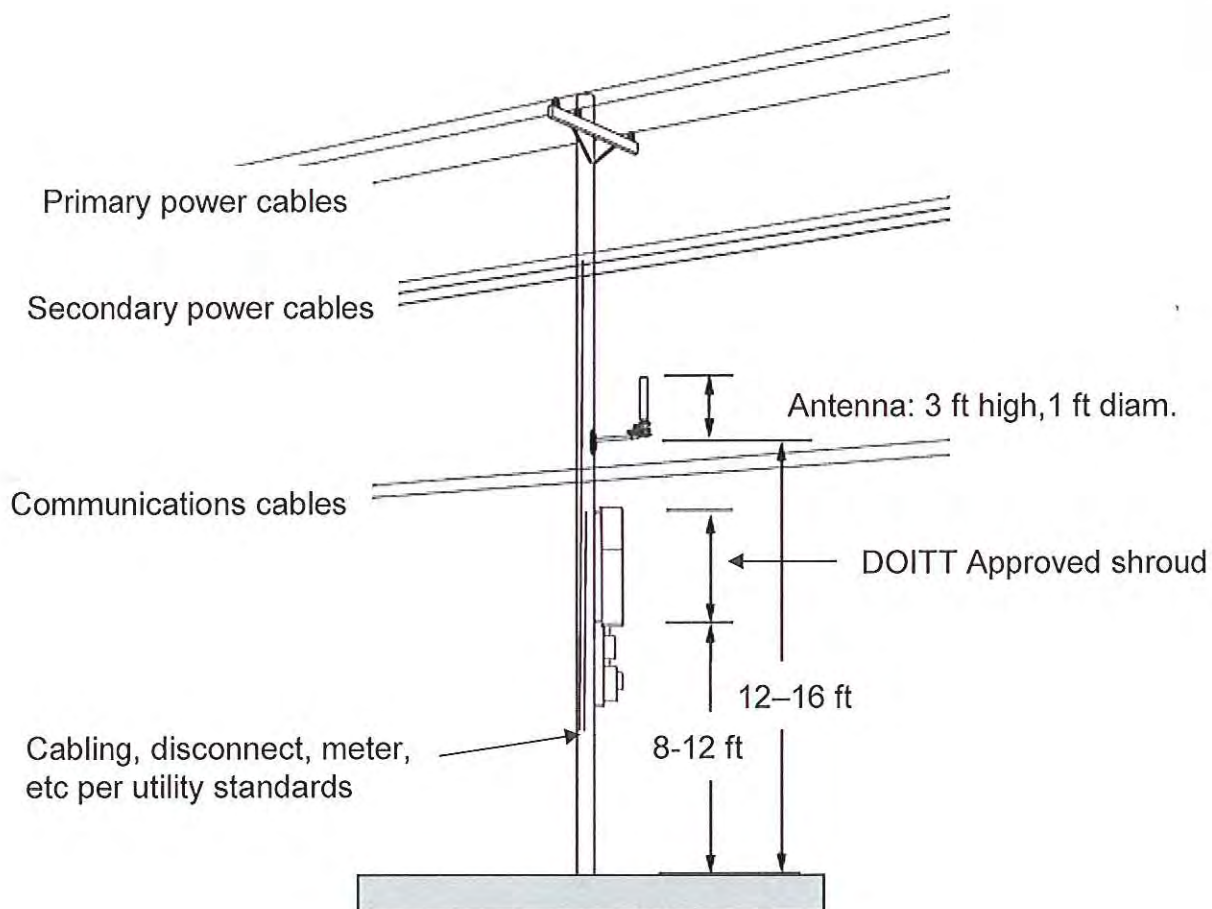
# Traffic Light Pole



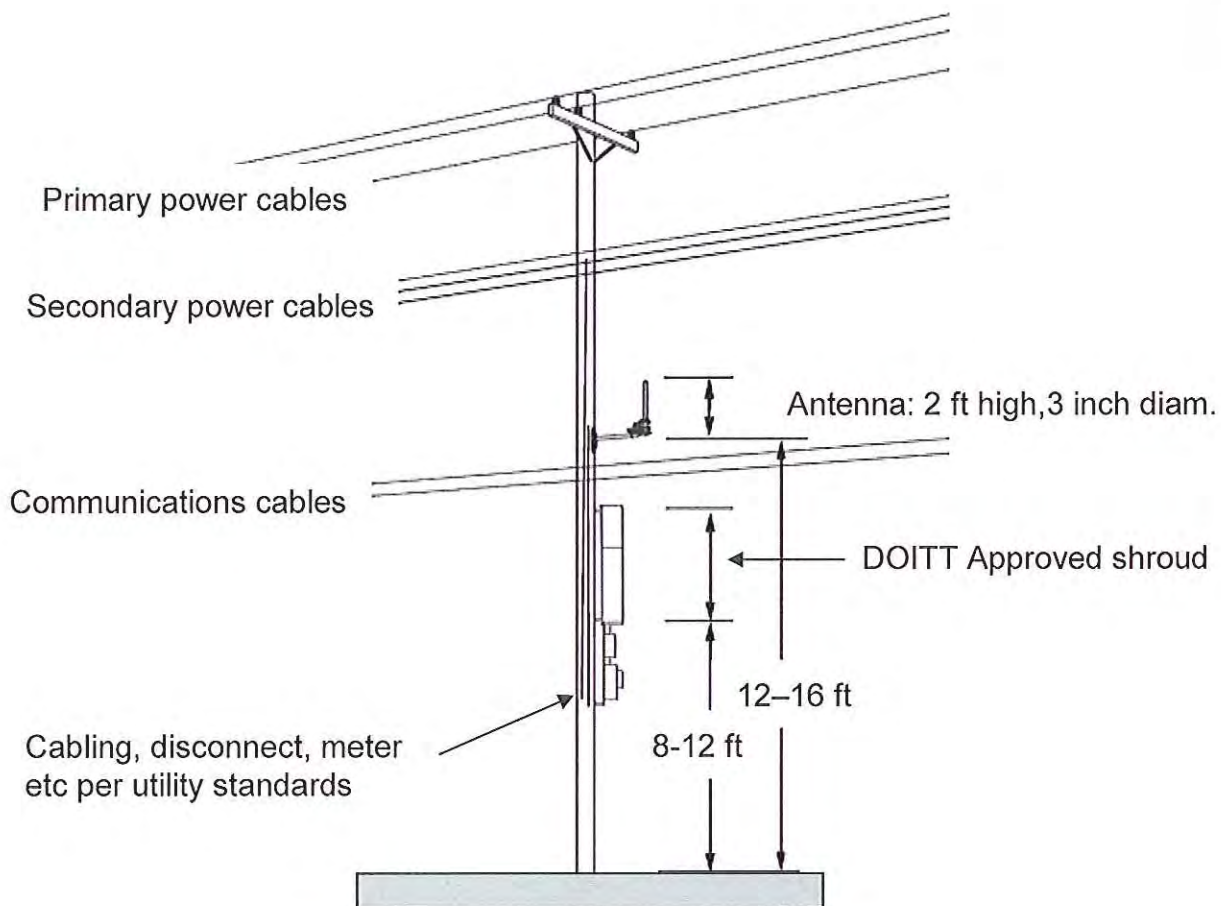
# Traffic Light Pole



# Antenna in Communications Space on Power Pole

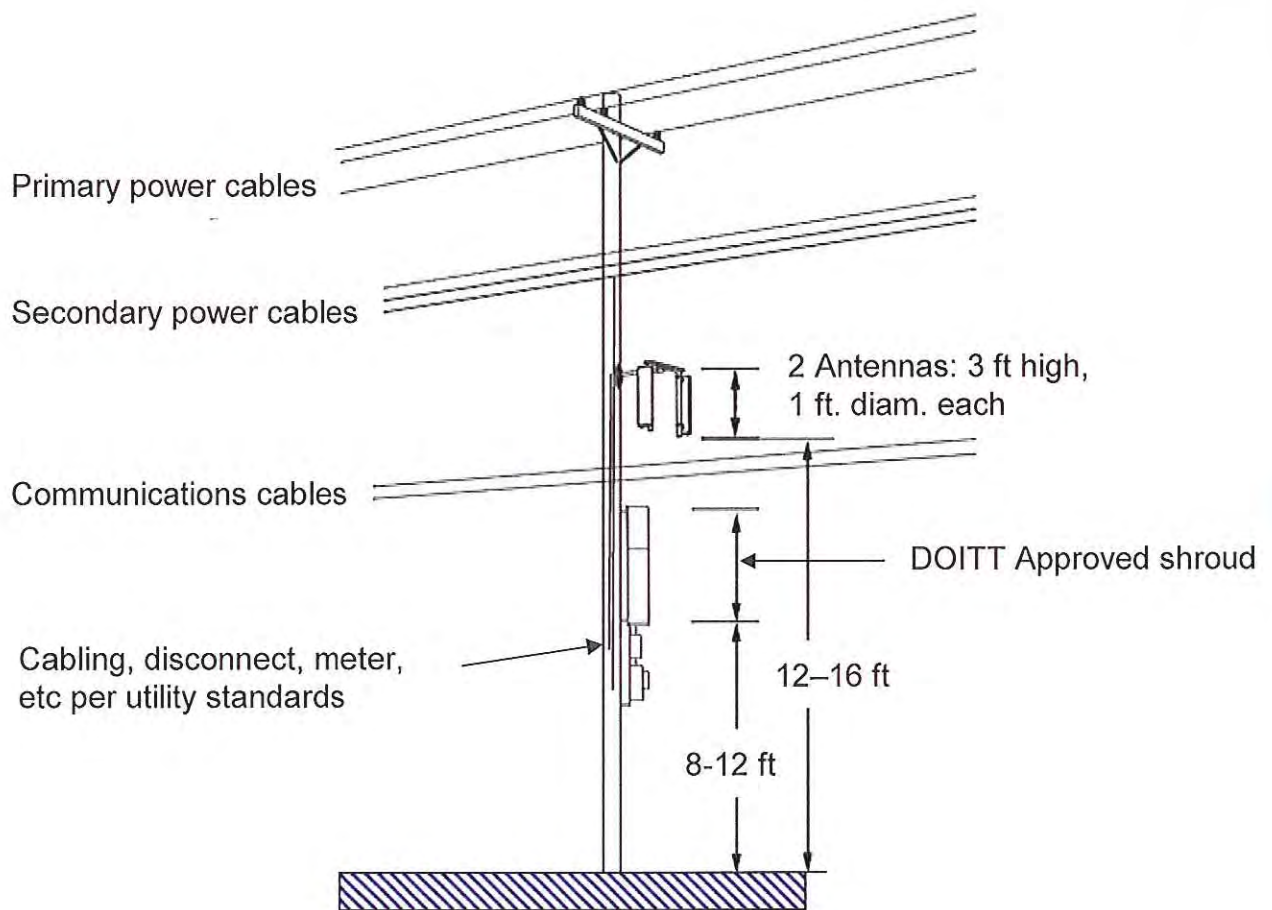


# Antenna in Communications Space on Power Pole

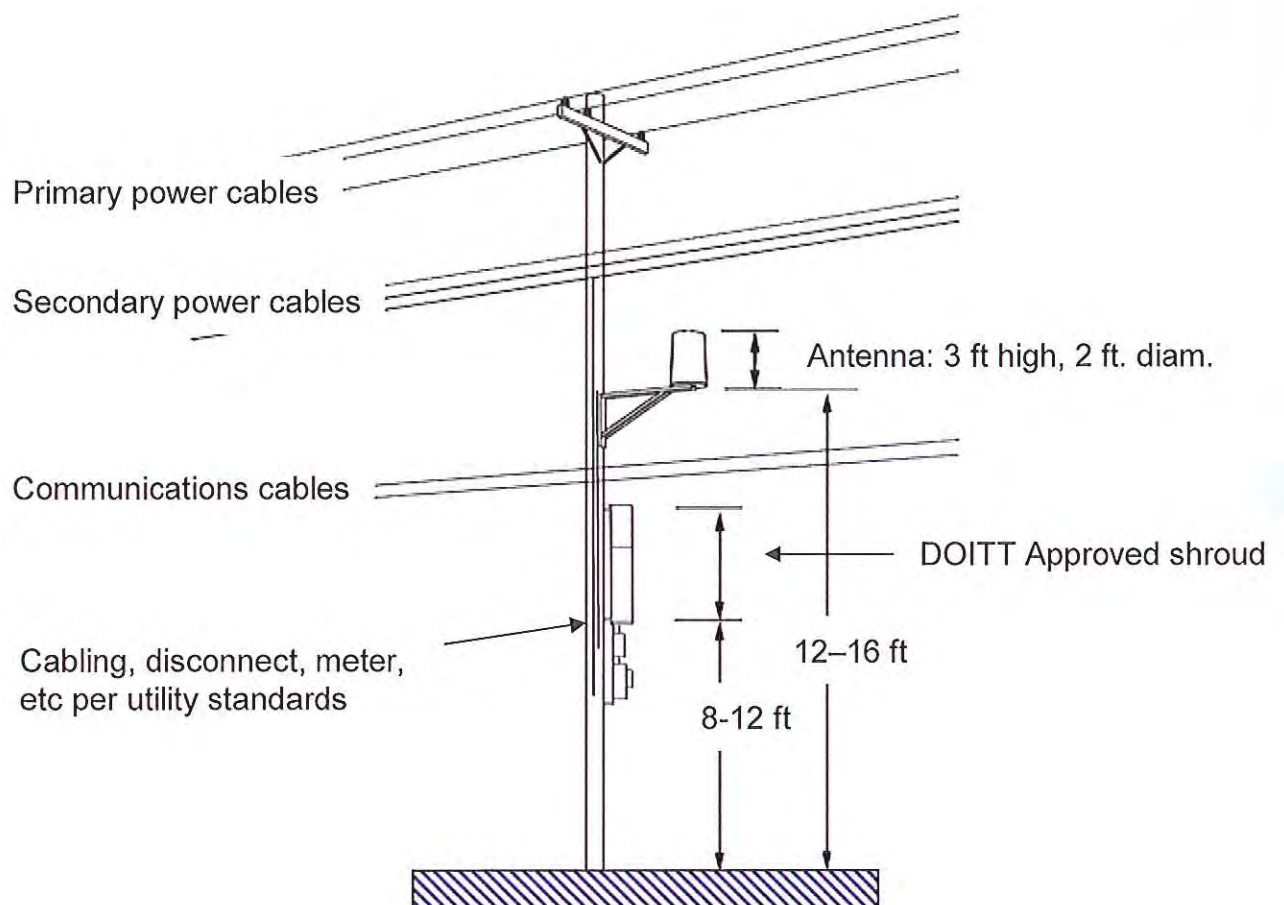




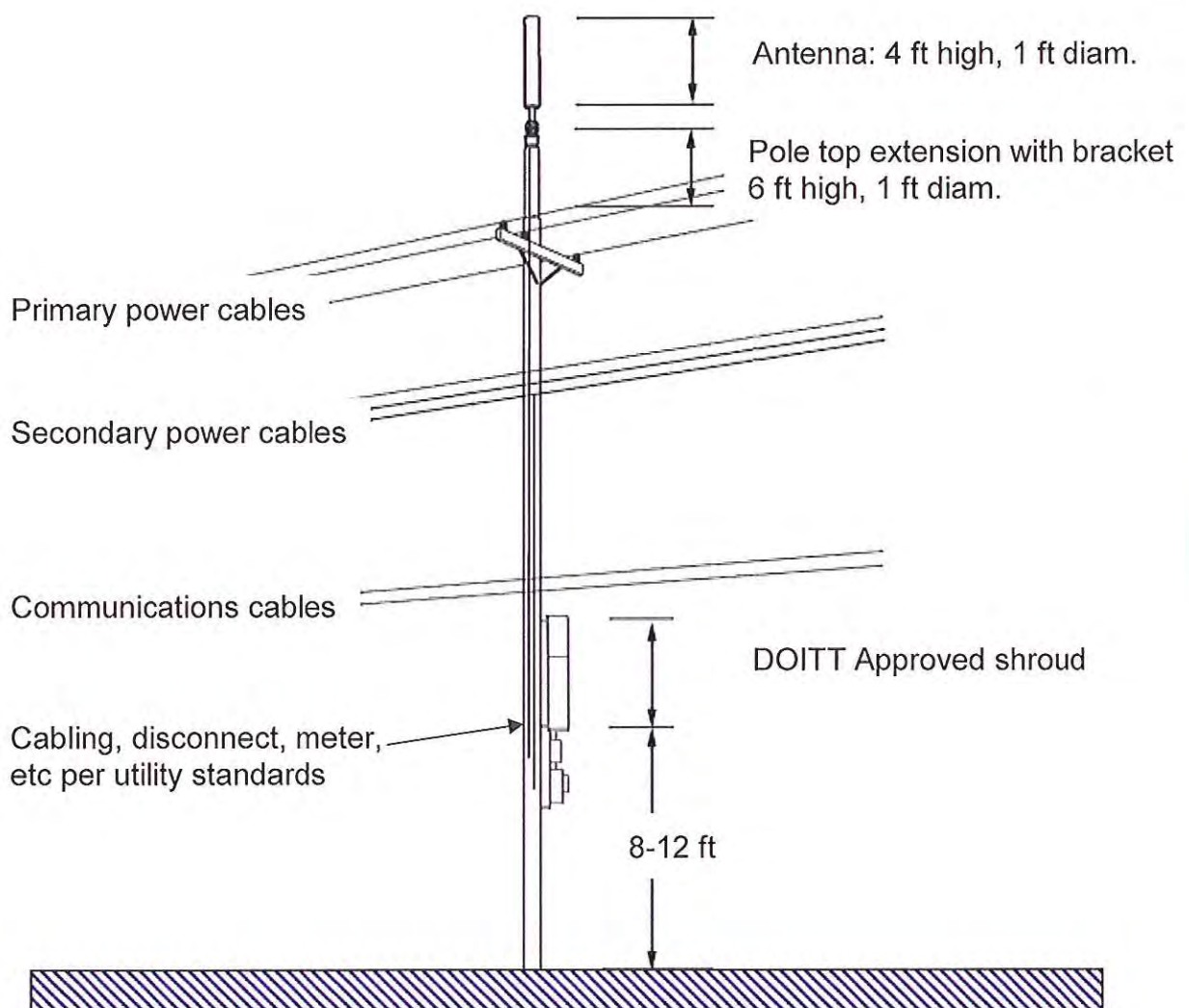
# Antenna in Communications Space on Power Pole



# Antenna in Communications Space on Power Pole

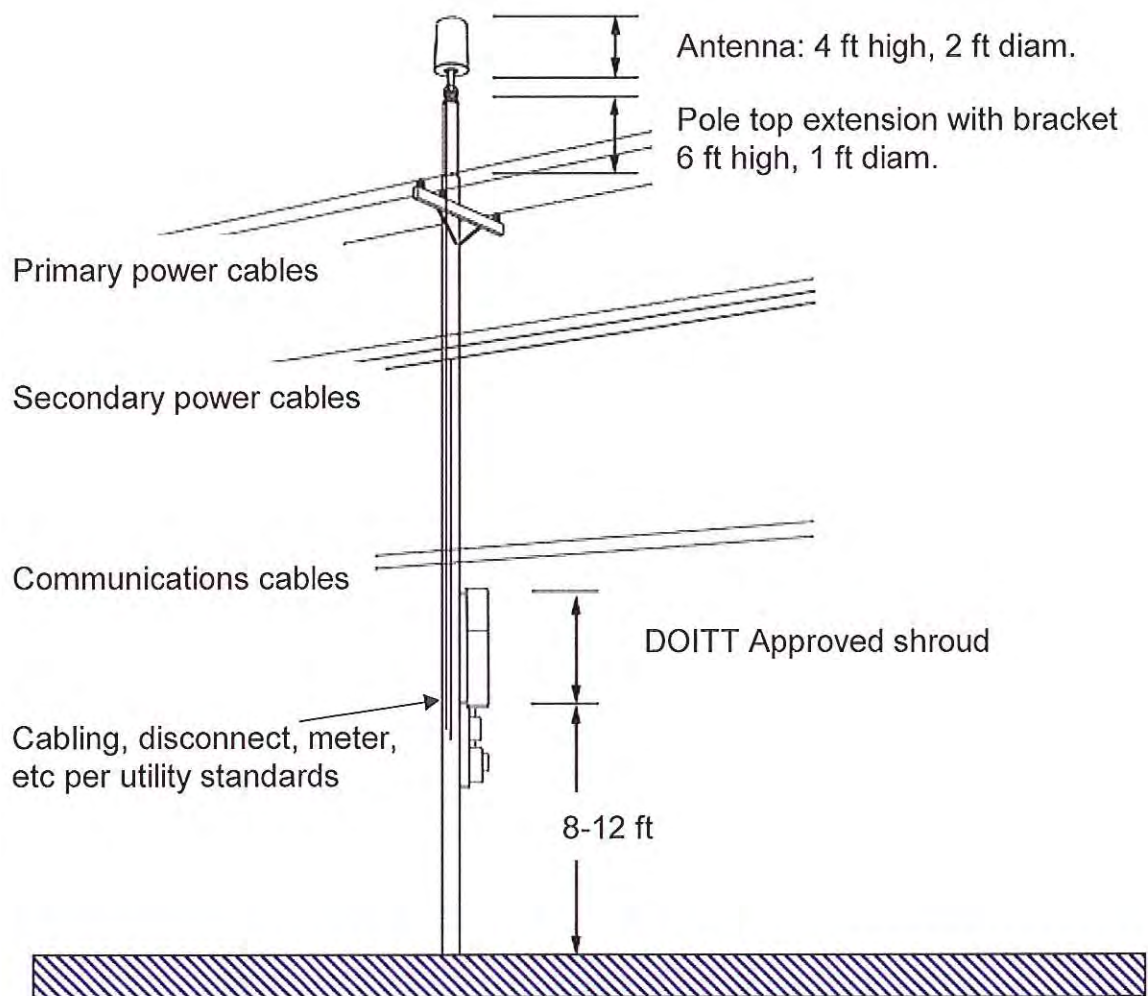


# Antenna Pole Top Extension over Primary

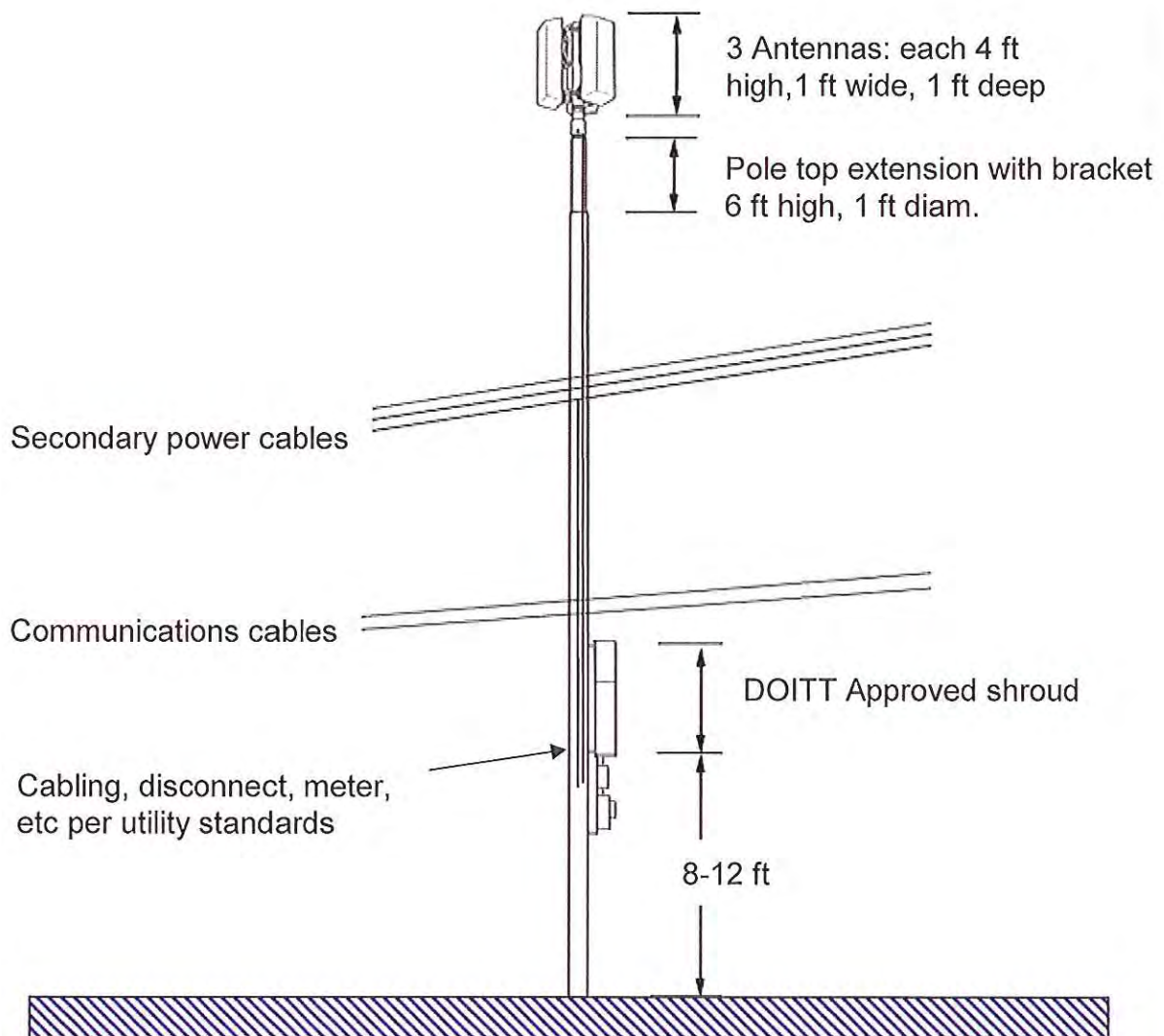




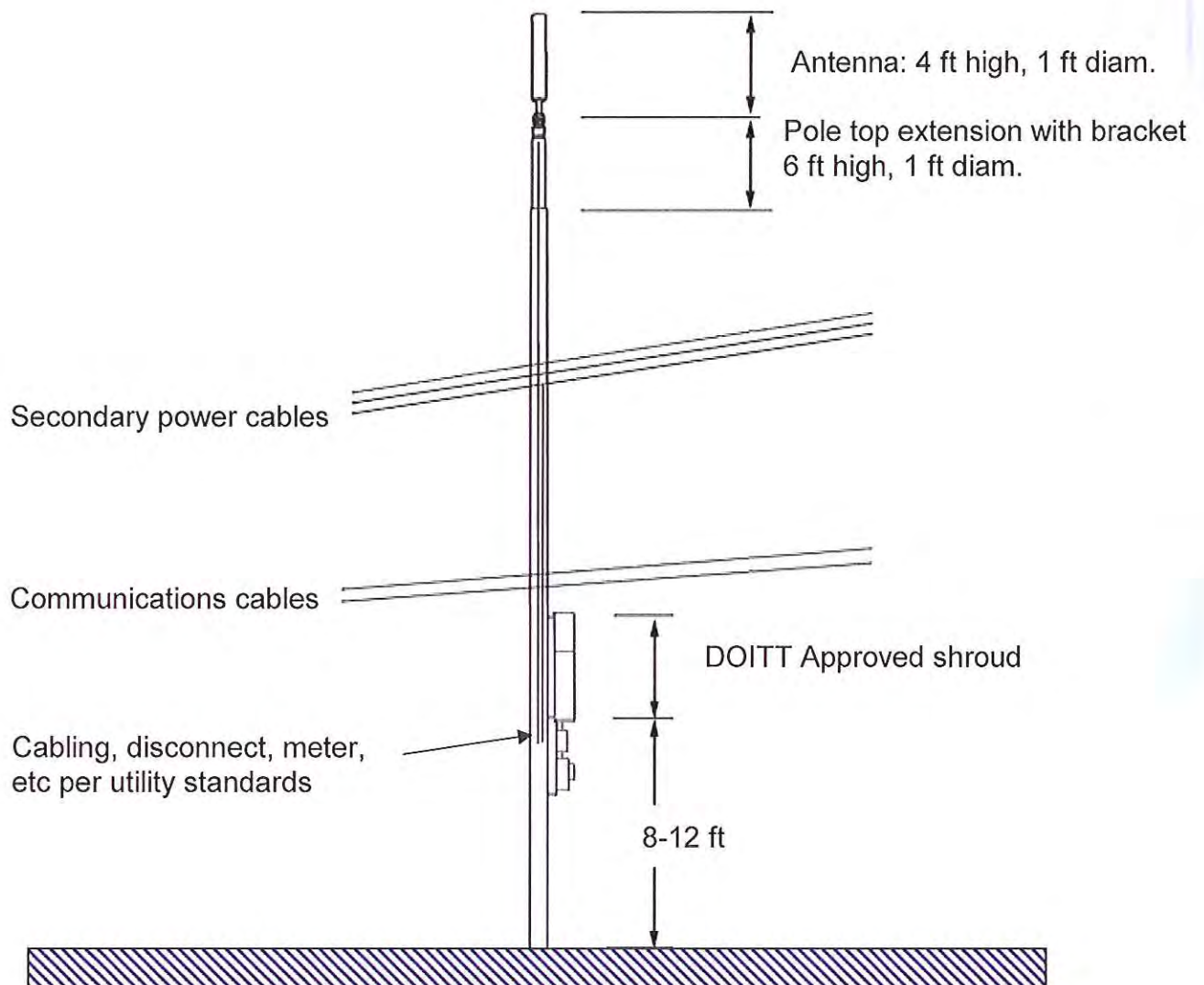
# Antenna Pole Top Extension over Primary



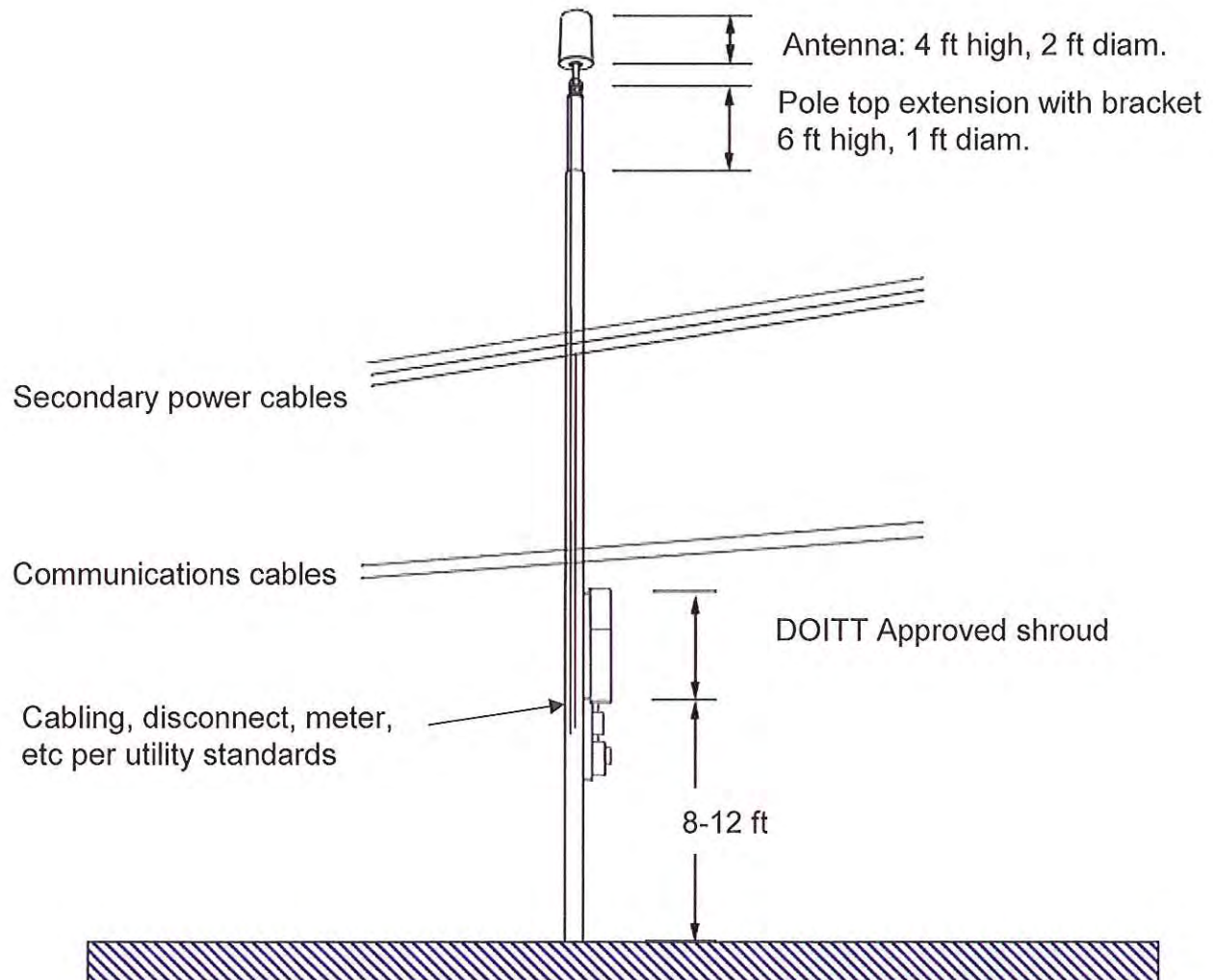
# Antenna Pole Top Extension over Secondary



# Antenna Pole Top Extension over Secondary

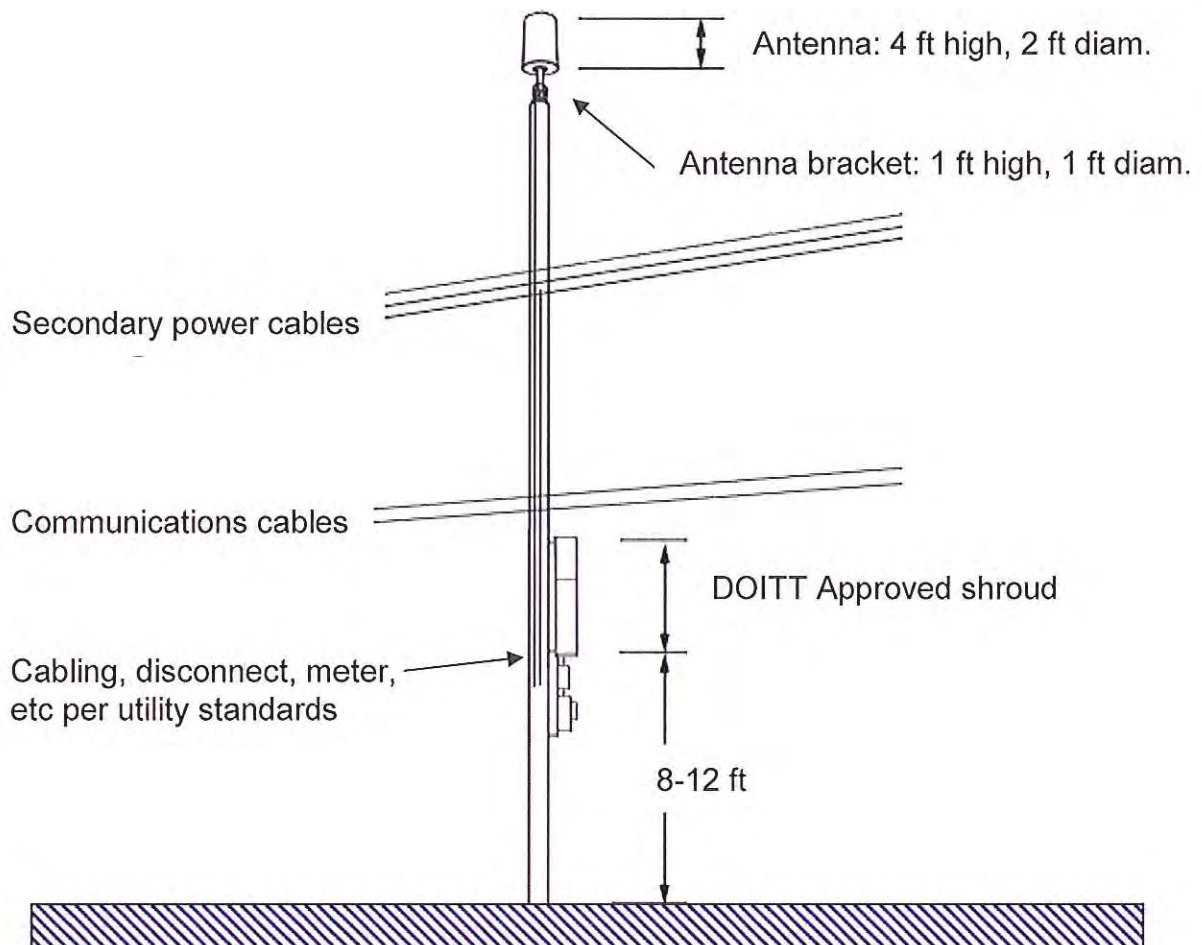


# Antenna Pole Top Extension over Secondary

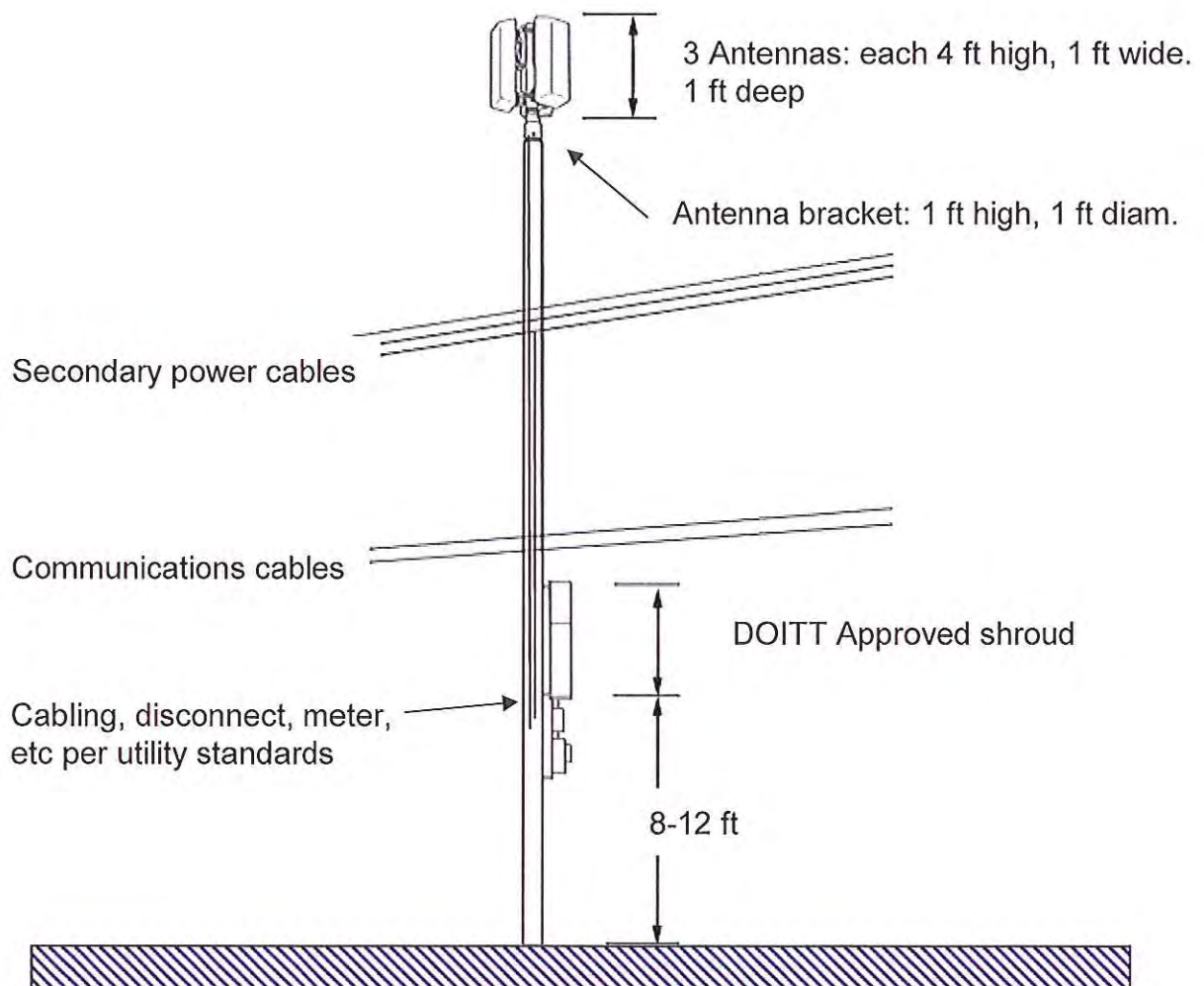




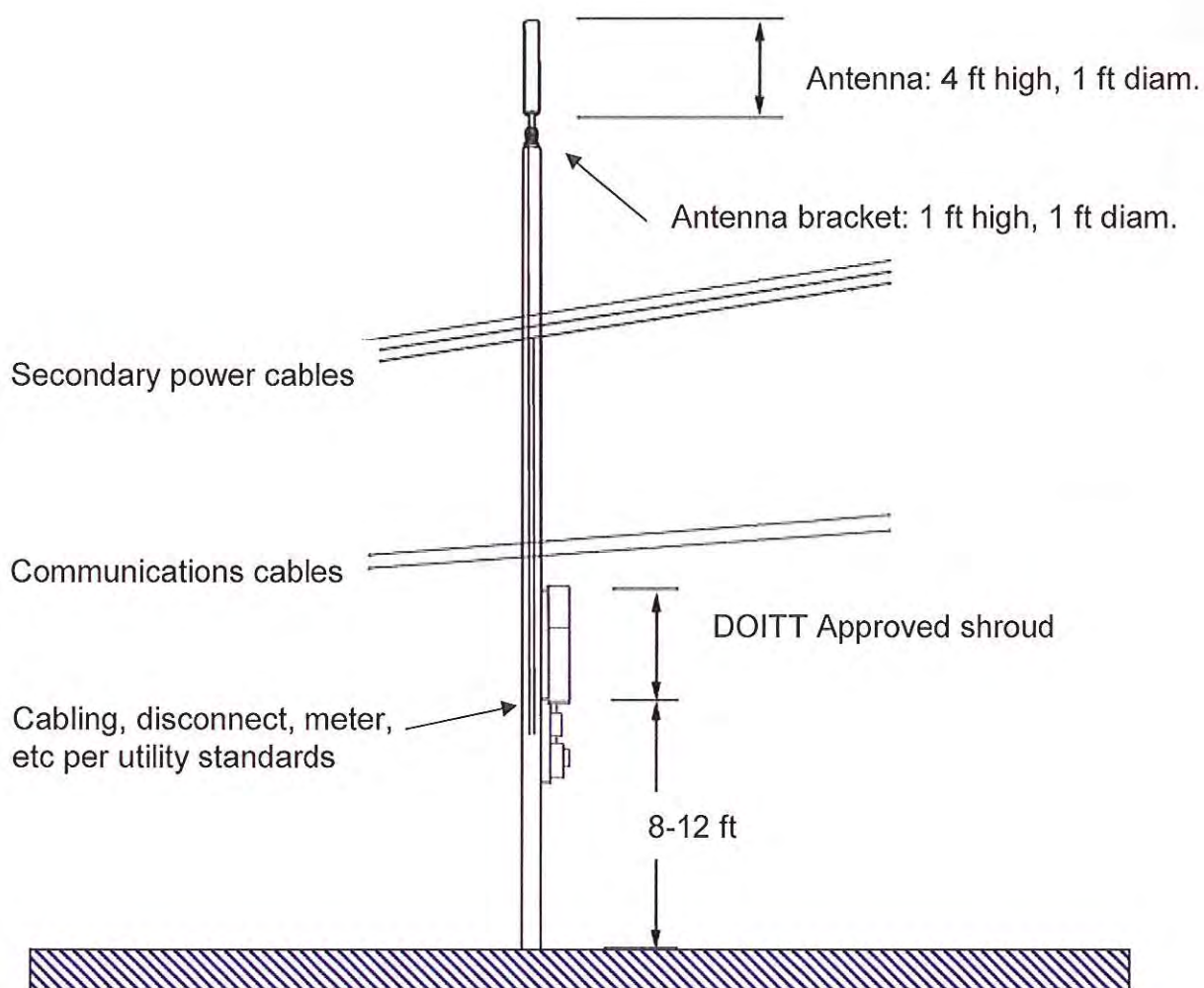
# Antenna at Top of Power Pole



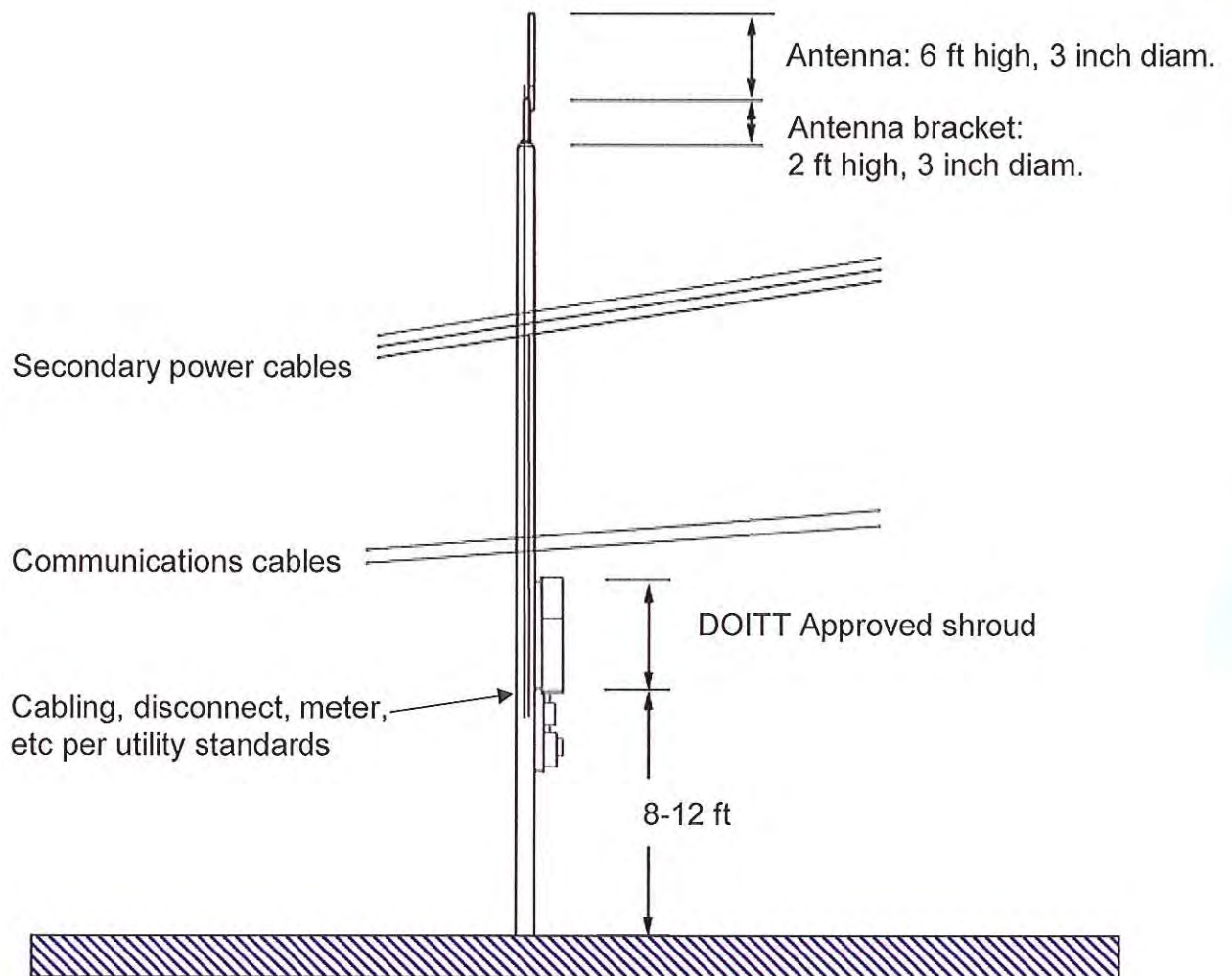
# Antenna at Top of Power Pole



# Antenna at Top of Power Pole

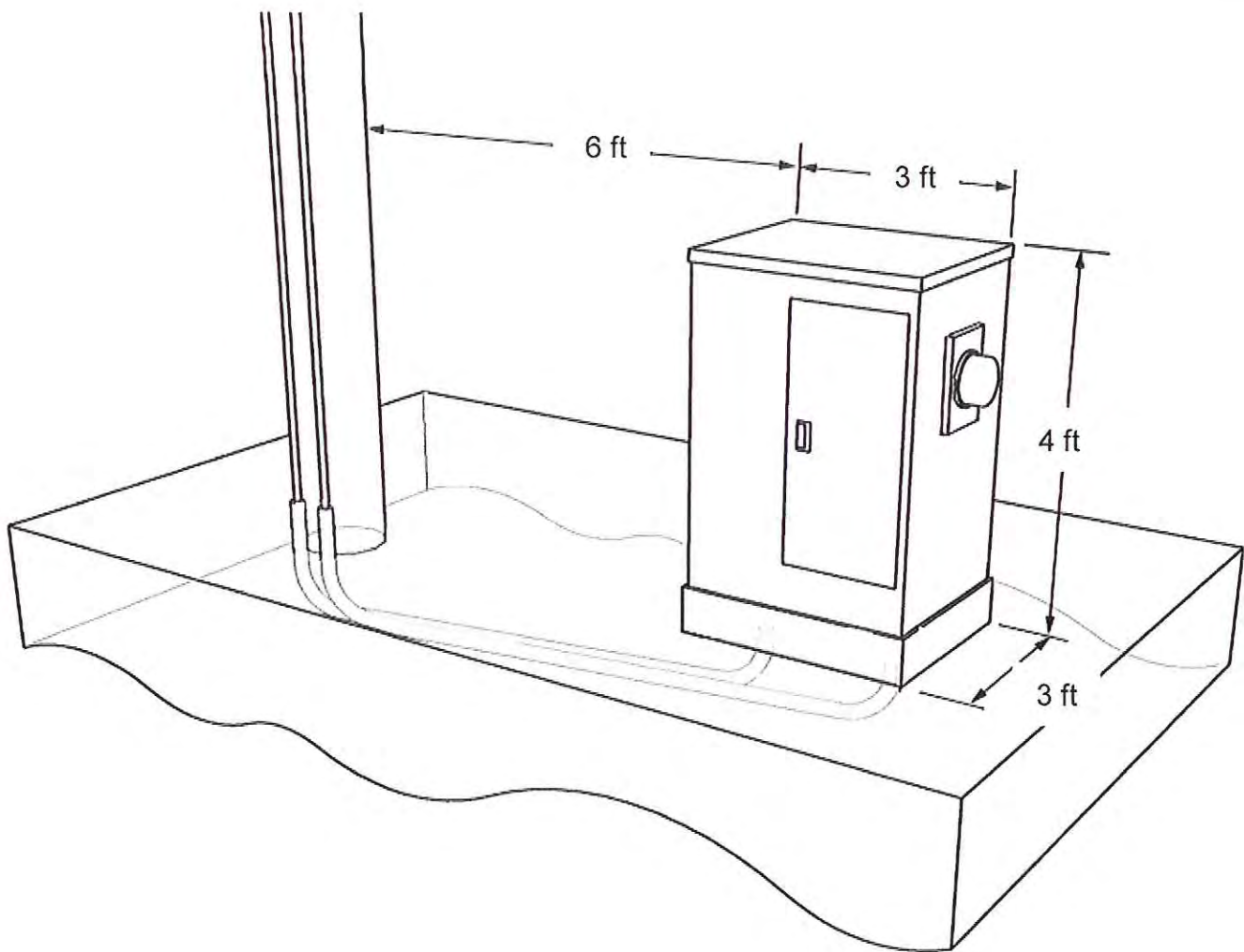


# Antenna at Top of Power Pole





# Equipment in Pedestal



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

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

### **WITNESSETH:**

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

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

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

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

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

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

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

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

**1. Replacement of Exhibit A**

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

**2. Effective Date**

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

**3. Full Force and Effect**

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

**CITY OF RYE**

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

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

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

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

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

Name: Lewis Kessler

Title: Vice President, DAS and Small Cell Networks

## ACKNOWLEDGEMENTS

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, before me, the undersigned, personally appeared Lewis Kessler personally, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

# State Level Regulatory Overview

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

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

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

# State of New York CPCN

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

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

PUBLIC SERVICE COMMISSION

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



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

April 4, 2003

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

Re: Case No. 03-C-0027

Dear Ms. Corsig:

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

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

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

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

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

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

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

By direction and delegation  
of the Commission,

Allan H. Bausback  
Director  
Office of Communications

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

Enclosure

## Proposed Locations in the City Of Rye

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



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

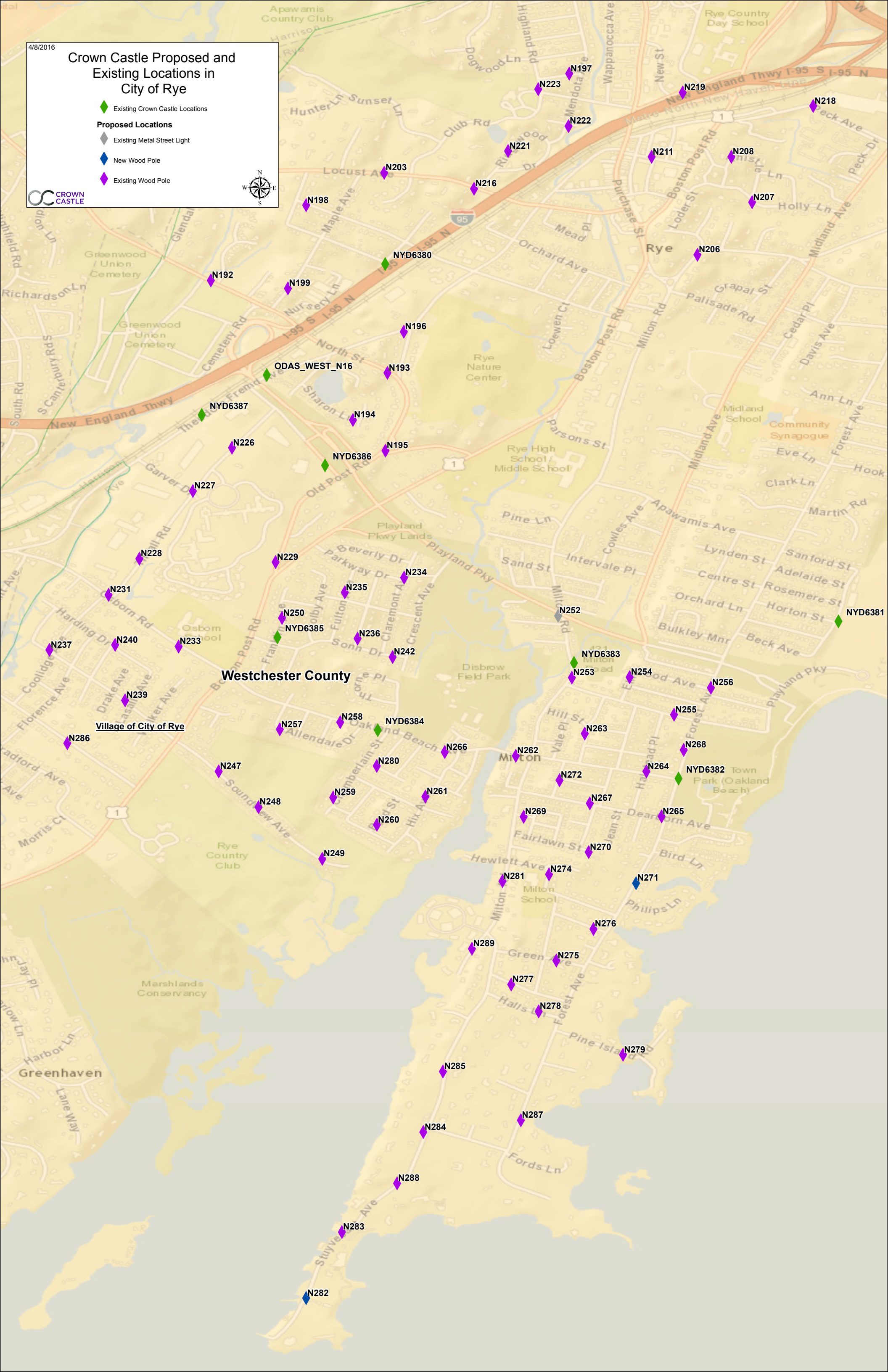
Cross Street 1	Pole ID	Pole Type	Antenna Type
Summit Ave	W29	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Marlene Ct	W1	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
North St	VZ4	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Ralston St	T610	Wood Comm Zone	BRSAWS360D-698/1710-2-T0-D
Larkspur Ln	NYT 9	Wood Comm Zone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

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



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

 Existing Wood Pole





## Existing Crown Castle Locations in the City of Rye

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

# Existing Crown Castle Deployments in the City of Rye

NYD6387 Comm Zone Installation - Across from 401 Theodore Fremd Ave





NYD6387 Comm Zone Installation - Across from 401 Theodore Fremd Ave





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





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





NYD6382 Pole Top Installation - Across from 594 Forest Ave





NYD6382 Pole Top Installation - Across from 594 Forest Ave

