

## **CITY OF RYE**

### **NOTICE**

There will be a regular meeting of the City Council of the City of Rye on Wednesday, September 14, 2016, at 7:30 p.m. in Council Chambers at City Hall. *The Council will convene at 6:30 p.m. and it is expected they will adjourn into Executive Session at 6:31 p.m. to discuss attorney client matters.*

### **AGENDA**

1. Pledge of Allegiance.
2. Roll Call.
3. General Announcements.
4. Draft unapproved minutes of the Presentation of the CIP held August 1, 2016 and the regular meeting of the City Council held August 3, 2016.
5. Presentation and Update from the Rye Sustainability Committee.
6. Issues Update/Old Business.
7. Continuation of the Public Hearing to amend local law Article 21, "Financial Procedures", Section §C21-9, "Bond Resolutions", of the Charter of the Rye City Code, to eliminate the City's discretionary debt limit.
8. Public Hearing regarding the request from Mr. and Mrs. Kenneth Mealey to remove a portion of Richard Place at the location of 19 Richard Place from the City's Official Map.
9. Public Hearing to amend local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-19, "No parking any time", to prohibit parking on the east side of Hewlett Avenue and the north side of Osborn Road.
10. Continuation of the Public Hearing regarding the request submitted by Crown Castle to amend their agreement with the City and for the installation of additional locations to their existing wireless telecommunications located in the City of Rye.
11. Residents may be heard on matters for Council consideration that do not appear on the agenda.
12. Consideration of referral to the Board of Architectural Review and City Consultant, the Special Permit Application submitted by New Cingular Wireless PCS, LLC ("AT&T") for modifications to its existing wireless telecommunications facility located at 66 Milton Road.
13. Resolution to transfer \$150,000 from the Contingency account to the Legal Department to fund legal services.  
Roll Call.

14. Resolution to increase the retainer with Best Best & Krieger to assist the City in the Crown Castle matter regarding wireless telecommunications.  
Roll Call.
15. Bid Award for the Rye Golf Club Roof Replacement contract (Contract #2016-12).  
Roll Call.
16. Bid Award for the Rye Golf Club Greens Expansion and Practice Area contract (Contract #2016-14).  
Roll Call.
17. Resolution ratifying the appointment of one member to the Emergency Medical Services Committee for a three-year term expiring on June 30, 2019.
18. Consideration of the proposed revision to the Rules and Regulations of the City of Rye Police Department General Order #120.8 regarding the Drug Testing Policy.
19. Resolution to declare certain City of Rye equipment as surplus.  
Roll Call.
20. Consideration of a request by the Sole Ryeders & Friends and the Rye High School Breast Cancer Awareness Club to have a TieTheTownPink breast cancer awareness campaign in the City of Rye during the month of October, 2016.
21. Consideration of a request by the Jarden Corporation for use of city streets on Sunday, September 25, 2016 from 7:00 a.m. to 6:00 p.m. for their annual Westchester Triathlon.
22. Miscellaneous communications and reports.
23. New Business.
24. Adjournment.

\* \* \* \* \*

The next regular meeting of the City Council will be held on Wednesday, October 5, 2016 at 7:30 p.m.

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

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



# CITY COUNCIL AGENDA

NO. 4

DEPT.: City Clerk

DATE: September 14, 2016

CONTACT: Carolyn D'Andrea, City Clerk

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

**FOR THE MEETING OF:**

September 14, 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 Presentation of the CIP held August 1, 2016 and the regular meeting of the City Council held August 3, 2016, as attached.

***DRAFT UNAPPROVED MINUTES*** of the  
Special Meeting of the City Council of the City of Rye  
held in City Hall on August 1, 2016 at 7:30 P.M.

PRESENT:

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

ABSENT:

EMILY HURD  
TERRENCE McCARTNEY  
Councilmembers

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.

Mayor Sack announced that there was a memorial ceremony honoring Bob Lynch, a longtime Rye resident, who had passed away at the age of 93. Mr. Lynch was beloved in Rye and renowned for his service in the U.S. army. Mayor Sack noted that Mr. Lynch had published a book entitled, "A Letter Marked Free," which consisted of letters he had written during WWII. He stated that Mr. Lynch would be remembered fondly by the community.

3. Presentation of the 2017 Capital Improvements Program

Mayor Sack introduced the Capital Improvements Program meeting. He explained that this is a review of City-wide projects which the staffed has worked to explain and present to the Council.

City Manager Serrano introduced the Capital Improvements Program for 2017. He explained that there are improvements being proposed by the City and he invited City Engineer Coyne to make a presentation to the Council.



Mayor Sack discussed the possible referendum that would be before City residents for the 2016 General Election on the debt limit being changed and how that possibly could help fund projects that need to be completed.

City Engineer Coyne addressed the Council to present the Capital Improvement Plan for 2017-2021. He stated that he was filling in for City Planner Miller. He explained that the Capital Improvement Plan (CIP) is required to be prepared by the City Charter. He said that the CIP discusses major projects, needs and priorities. City Engineer Coyne clarified that this is a multi-year plan, not a budget. He stated that the City is investing in its capital, including many miles of storm drains, sanitary sewers, and other infrastructure. He highlighted that the CIP consists of transportation projects, sewer improvements, recreation projects, enterprise fund projects, vehicles and equipment. City Engineer Coyne continued and stated that with this year's budget, the City can expect to see improvements at the Theodore Fremd/ Purdy/ Purchase intersection. There will be a traffic signal replacement, new curbing and new sidewalks. He stated there will also be improvements to the 1<sup>st</sup> street parking lot, and pay station replacements.

Mr. Coyne then addressed the Forest Avenue pedestrian and paving improvement project. He said that the City has applied for funding from the State with respect to this project.

There was then discussion about building improvements, including Police/ Court improvements and a proposed HVAC upgrade for City Hall. There was then general discussion about Disbrow Park with regard to Public Works, Recreation and Police facilities.

By way of a summary, Table 2 in the CIP report explains total required funding by source, project type and year:

**CIP Funding Requirements by Project Type and Year: 2017-2021**

Project Type	2017	2018	2019	2020	2021+	Total Required
<b>Building</b>	\$1,000,000	\$2,090,000	\$50,000	\$550,000	\$900,000	\$4,590,000
<b>Drainage</b>	\$250,000	\$475,000	\$1,000,000	\$235,000	\$9,110,000	\$11,070,000
<b>Sewer</b>	\$1,130,000	\$760,000	\$610,000	\$610,000	\$670,000	\$3,780,000
<b>Transportation</b>	\$3,254,000	\$7,689,000	\$3,654,000	\$3,094,000	\$4,569,000	\$21,960,000
<b>Recreation</b>	\$660,000	\$2,398,000	\$270,000	\$239,500	\$145,000	\$3,712,500
<b>Rye Golf*</b>	\$575,000	\$1,832,000	\$250,000	\$115,000	\$115,000	\$2,887,000
<b>Boat Basin*</b>	\$3,666,000	\$318,500	\$55,000	\$55,000	\$295,000	\$4,389,500
<b>Sub-Total Enterprise*</b>	\$4,241,000	\$2,150,500	\$305,000	\$170,000	\$410,000	\$7,276,500
<b>Sub-Total Non-Enterprise</b>	\$6,294,000	\$13,412,000	\$5,584,000	\$4,728,500	\$15,394,000	\$45,112,500
<b>GRAND TOTAL</b>	<b>\$10,535,000</b>	<b>\$15,562,500</b>	<b>\$5,889,000</b>	<b>\$4,898,500</b>	<b>\$15,804,000</b>	<b>\$52,389,000</b>
<b>Vehicles &amp; Equipment</b>	\$2,871,000	\$1,579,660	\$1,015,000	\$1,175,000	\$690,000	\$7,330,660

Sewer improvements were briefly discussed, and City Engineer Coyne stated that two of the eight sewage pump stations will be replaced in the next few years. Funding is needed for the mandatory sanitary sewer evaluation survey (SSES). There was then discussion regarding a sanitation truck replacement. Vehicles for Police, Fire, and DPW and Recreation staff were also identified as a need. City Engineer Coyne explained that one new item identified in the CIP is providing necessary staff with plug-in electric vehicles and charging stations. Other capital considerations that were considered were Rye Golf, Rye Town Park, and Rye City Schools with regard to pedestrian safety.

City Engineer Coyne then discussed CIP funding sources, such as general revenue, debt, and grants and aid. With respect to general revenue, the City may raise taxes or use fund balance. With regard to debt, there was discussion on the Charter-imposed City Council limitations, as well as the current permissive referendum requirements for debt and possible increases to the debt limit. There was also discussion about an allowance of \$2.5 million for disaster rebuilding and \$1 million for the public safety exemption. City Engineer Coyne noted that in 2012, there was a \$1.856 million infrastructure bond issued. With respect to grants and aid, City Engineer Coyne stated that these financial resources are increasingly competitive to secure, and often require financial matches with a high cost of compliance.

City Engineer Coyne stated that in conclusion, the City's current infrastructure needs improvement and require a capital improvement plan.

Mayor Sack stated that this document does discuss priorities. He added that moving forward, he would like to be able to include the Rye Town Park improvements that the City is responsible for.

Councilwoman Bucci asked about the Purdy/ Purchase/ Theodore Fremd proposed improvements. She inquired as to how long has this intersection had been a concern. City Engineer Coyne responded that it has been a concern for at least a decade. Councilwoman Bucci: then asked what happened to the 2012 bond. City Engineer Coyne responded that there were four projects that were part of the bond. City Comptroller Fazzino explained that the bond authorization does not expire.

There was a discussion about public safety exemption discussion. Debt for public safety purposes in the amount of \$1 million per year to a maximum aggregated of \$2.5 million for all such debt issued is exempt from these debt limits.

Councilwoman Tagger-Epstein asked for further clarification on 2012 bond. City Comptroller Fazzino stated that the City has the cash flow to cover these expenses. When the City goes out to bond, the bond funds will replenish the cash.

Councilman Mecca and City Engineer Coyne discussed last year's CIP briefly.

Councilwoman Killian inquired about whether there was an update on Theodore Fremd/ Blind Brook retaining wall issue with and the MTA and DOT. City Engineer Coyne stated that

there is a small piece of the retaining wall that needs to be replaced is on the Metro North property. The wall will likely be repaired upon DOT and MTA approval in the coming year.

There was then discussion over the garbage trucks and rear yard versus curbside pickup and the types of trucks.

Councilwoman Tagger-Epstein asked if the City could have a meeting about all of the garbage and recycling pickup options. Councilman Mecca complemented the DPW for not putting plows on garbage trucks, which hurts the trucks.

Councilwoman Tagger-Epstein asked about the possibility of a composting program. City Engineer Coyne responded that a program will likely be coming to this region.

Councilwoman Killian asked about the Forest Avenue/ Stony Crest Road drainage project. While it is a low priority item presently, Councilwoman Killian inquired as to whether it could make sense to do these improvements in conjunction with the sidewalk project. City Engineer Coyne responded that the drainage portion on Forest Avenue only could be done with the sidewalk improvements.

Councilwoman Tagger-Epstein stated that there are drainage and sewage compliance projects the City must do. She stated that perhaps money should be set aside for these projects.

Mayor Sack thanked City Planner Miller for the detailed report and City Engineer Coyne for the presentation.

Councilwoman Bucci asked about the Police and Court improvements. Ryan discussed the updates for police department. City Manager Serrano added that currently the City is doing the minimum with the Court facilities.

Councilwoman Tagger-Epstein inquired about the pay station improvements. City Comptroller Fazzino explained that the current pay stations are 13 years old. There was discussion about improving the pay stations and the current operating systems which will soon be obsolete.

City Manager Serrano announced that he has distributed a summary to the Council of the higher-ranking projects that the City would like to move ahead on. He stated that the summary was broken down by current debt limits. There was then discussion over the proposed electric cars and charging stations. Councilwoman Tagger-Epstein added that the electric cars could help the chance of state grants.

Mayor Sack said that there was \$0 spent on capital improvements in 2012, and there is a powerful case to be made that even spending money now is not enough. Increasing the debt limit could greatly help improve the infrastructure.

There was discussion about bonding and debt limit changes this year as interest rates are currently low.

Councilwoman Bucci discussed the debt limit and felt it was important for the City to act swiftly on an amendment.

Mayor Sack thanked City Engineer Coyne, City Planner Miller, Assistant City Manager Militana, City Manager Serrano and City Comptroller Fazzino on their hard work and efforts.

There being no further issues to discuss, the City Council adjourned at 8:45 P.M.

Respectfully Submitted,

Carolyn E. D'Andrea  
City Clerk

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of Rye  
held in City Hall on August 3, 2016 at 7:30 P.M.

PRESENT:

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

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

1. Pledge of Allegiance.

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

2. Roll Call.

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

3. General Announcements.

Mayor Sack announced that the meeting started late this evening because he walked outside to meet ex-employees of the Rye Golf Club who had sued the City for withholding the tips due to the previous Golf Club Manager's actions. Mayor Sack stated that the City has been tying up loose ends from this ordeal. He also stated that those employees had been recently granted class action status. Mayor Sack acknowledged their presence and stated that the City is interested in resolving this matter in the best way possible. He said that the City's Corporation Counsel and outside counsel will continue to defend us and represent the City to try and reach a resolution.

Mayor Sack noted the passing of Robert Lynch, longtime Rye resident who passed away at the age of 93. He was renowned for his service in WWII, and published book recounting his time in the war, "A Letter Marked Free." Mayor Sack read a statement about Mr. Lynch.

***DRAFT UNAPPROVED MINUTES*** - Regular Meeting - City Council  
August 3, 2016 - Page 2

Councilman McCartney read a letter that was written by Mr. Lynch during WWII and sent home to his family. The passage was taken from Mr. Lynch's book, "A Letter Marked Free." There was a moment of silence to honor the life and legacy of Mr. Lynch.

Councilwoman Hurd acknowledged Sally Wright who has given many years of service to Rye at the YMCA, helping its development and bringing success of the business district. She was instrumental in helping the Rye Chamber of Commerce, including building events such as Mistletoe Magic and others, encouraging members of the community to visit downtown Rye. Councilwoman Hurd thanked Ms. Wright for her service.

Councilman Mecca added that he first met Ms. Wright years ago during the Rye Derby. He said that on one particular year, there was a fire on New Street during the Rye Derby. With runners and fire trucks everywhere, there was a lot of confusion. Councilman Mecca stated that it was then that Ms. Wright asked him to be the liaison for the Fire Department during the Derby to avoid confusion in the future. He wished Ms. Wright the best of luck in her retirement.

Mayor Sack stated that Sally was recently given a proclamation by the Council for her contribution to the Rye YMCA.

Sally Wright addressed the Council. She said that it has been an honor to work with the City Council and recognized the City staff for their great work. She announced that Margaret Mead would be assuming her responsibilities. Lastly, she said that she has loved working with everyone, and she asked that the City be good to the staff. She thanked everyone for their support.

Councilwoman Tagger-Epstein reminded the community that the Rye Sustainability Committee has issued a survey about healthy lawns. She asked the community to go to [www.ryesustainability.com](http://www.ryesustainability.com).

Councilman Mecca stated he had the pleasure of sitting with the Board of Architectural Review on Monday night. They had 18 items on their agenda and worked very hard to complete each item. He acknowledged Kevin Grainger for chairing the committee. Mr. Mecca also stated that on behalf of the Fire Department, there are two career members retiring, Dan DeCarlo and Hal Aiken. He thanked both for their service to the Fire Department. The Council congratulated the two retiring members.

Councilman McCartney announced that there is a Rye Golf Club Policy that allows members of the Rye Recreation Senior Club to use the pool facilities for \$5, once per week.

Councilwoman Killian announced that the Port Chester Council for the Arts will holding a "Shakespeare in the Park" event, performing "Twelfth Night." There will be performances on August 6, 11, 12, and 13, 2016. She also announced that the Council held a quarterly Council Coffee on July 16, 2016. There were several issues discussed, including Playland, noise concerns, the pool, parking issues at the end of Redfield, and the Crown Castle application.

Councilwoman Hurd announced that the Chamber of Commerce had a successful Sidewalk Sale during the last weekend of July. The Chamber's next meeting will be held on the second

**DRAFT UNAPPROVED MINUTES - Regular Meeting - City Council**  
August 3, 2016 - Page 3

Wednesday in September at 8:30 A.M. She also reported an update from the Flood Advisory Committee, stating that the City has been in touch with New York Rising and there will be a presentation in October to keep the public apprised of the progress.

Mayor Sack announced that the 23<sup>rd</sup> Annual Summer Fest will be held Sunday Sept 4, 2016 at Rye Recreation, starting at 2:30 P.M. There will be food and many fun events, such as races and various booths. He encouraged the community to attend, as it is a great event for all ages. Councilwoman Killian added that she attended this wonderful event last year.

4. Draft unapproved minutes of the regular meeting of the City Council held July 13, 2016.

Councilman McCartney made a motion, seconded by Councilman Mecca and unanimously carried, to adopt the minutes of the regular meeting of the City Council held July 13, 2016.

5. Issues Update/Old Business.

Mayor Sack stated that the Final Environmental Impact Statement (FEIS) has been issued for the proposed improvements at the United Hospital site. City Manager Serrano added that the Port Chester Village Board held a meeting about the FEIS on August 2, 2016 addressing any questions arising from the report. He further stated that he asked the Mayor of Port Chester to hold another public hearing on FEIS. The next step is to discuss zoning issues. He stated that the City's retained traffic engineer is reviewing the FEIS and will provide comments.

Mayor Sack added that the City is hopeful that there will be additional changes. He said that eventually the City Council will be discussing appropriate course of action for the future.

Mayor Sack then stated there has been a lot of activity within the central business district. City Manager Serrano stated that there have been dumpsters near the Smoke Shop that the City approved to remain for Phase I of site renovations, which will last several weeks. He stated that he has asked the Police Department to ticket vehicles that do not have a permit issued by the City. Mr. Serrano also stated that for the Purchase Street Streetscape project, the contractor will be providing the final review of the project and submitting a report to City staff. Construction may start in the middle of August 2016 and last for a few months. City Manager Serrano added that the contractor will attempt to improve the side streets first and keep Purchase Street open for as long as possible.

Mayor Sack announced that there is an update for the Benjamin Franklin Mile Markers. The Mile Marker on Post Road near Parkway Drive was set to be moved, but the City is going to revisit the issue to determine whether a move is appropriate in this case.

Mayor Sack stated that some time ago, the City was sued by the Town of Rye concerning the Seaside Johnny's property. The suit arose when the City Assessor determined that the property should be taxed. Mayor Sack announced that the court decided in favor of the City of Rye. He thanked Corporation Counsel Wilson for her efforts, and former Councilmember Slack.

**DRAFT UNAPPROVED MINUTES** - Regular Meeting - City Council  
August 3, 2016 - Page 4

Mayor Sack stated the Rye Town Park Commission has issued a Request for Proposal for the Seaside Johnny's property, as the Seaside Johnny's lease has ended. Applications for the site proposals are due August 8, 2016. Mayor Sack thanked Mack Cunningham for his help with this endeavor, as the Golf Commission went through a similar process in recent years.

Councilman McCartney addressed a recent article published in LoHud. The thesis in the article was that pesticides have been overused. There was a misconception about the TKI issue within this article. Councilman McCartney stated that quite often, all golf courses use fungicides for maintenance. It is very rare that the Rye Golf Club uses herbicides or pesticides ever to treat issues on the property. Councilman McCartney clarified that the issue with TKI was that it was contaminated with an herbicide, not a fungicide. Councilman McCartney thanked Chip Lafferty at Rye Golf Club for going out of his way to use all of the proper materials required to keep up the course.

Councilwoman Killian thanked Councilman McCartney for his comments.

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

Mayor Sack reminded the community that at the last City Council meeting, there had been discussion about possibly retaining counsel and engineers on the issue of the application of Crown Castle to amend their existing license agreement. He stated that in the last few weeks, the City interviewed several experts on the DAS issue. After careful consideration, Mayor Sack stated that the City intends to hire Joe Van Eaton of Best Best & Krieger who has represented many other municipalities, such as the Village of Scarsdale, in negotiations with Crown Castle. Mayor Sack lastly stated that any engineer that is retained would be done so by Mr. Van Eaton.

Joshua Cohn, 24 Green Avenue, addressed the Council. He stated that he appreciated the City choosing counsel for this issue. He further stated that more than 200 residents are requesting citizen involvement in helping the City to choose its legal and technical advisement. He was upset that the City had not heeded this request and asked the Council to recognize citizen unease. He asked the Council to establish a citizens' committee to aid the Council moving forward.

Mayor Sack made a motion, seconded by Councilwoman Hurd, to retain Best Best & Krieger for representation of \$355/ hour, up to \$25,000, on the application of Crown Castle to amend their existing right-of-way use agreement to add DAS nodes within the City of Rye.

**ROLL CALL**

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



**DRAFT UNAPPROVED MINUTES - Regular Meeting - City Council**  
August 3, 2016 - Page 5

Councilwoman Tagger-Epstein stated that she was happy that the room was filled with engaged residents and the Council thanks them for the time dedicated to attend and speak at the meeting. Councilwoman Tagger-Epstein then stated that the Council has done a lot of research with regard to lawyers and experts in the field to try to find and engage the right person. She stated that residents elect the Councilmembers in hopes that we represent the City to the best of their ability. In this matter, the Council has done everything possible to represent the City in its best interest. She said that the Council has poured over this issue. Councilwoman Tagger-Epstein lastly stated that she hopes that residents will put their faith in the diligence of the Council. Mayor sack thanked Councilwoman Tagger-Epstein for her comments and agreed with her message. He then invited the public to speak.

Councilwoman Killian added and agreed that the Council had worked hard to represent the City and diligently has worked to advance its best interests.

Emily Hurd made a motion to create a citizen's group to aid in the Crown Castle issues. There was no second to the motion.

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

Christopher Fisher of Cuddy & Feder and representative of Crown Castle, addressed the Council. He asked that the the radiofrequency engineer retained by the City meet with the engineers for Crown Castle as soon as possible. Secondly, he stated that after speaking with the applicant about timing for the "shot clock," they feel that the end of October will be a reasonable period of time to create an agreement with the City.

Sam Burruano, 290 North, addressed the Council. He stated he has lived in Rye since 1972. He said he felt confused about why City Code Chapter 196 was not followed in this case. He expressed concern over the health risks of the proposal. He also expressed concern that a node would be 20 feet from his bedroom window.

Mayor Sack responded that there were a number of questions that need to be addressed, such as health regulations, application of our local laws, and placement of nodes. The City will be meeting with its counsel on these issues.

Mr. Burruano addressed the Council on the matter of the Rye Golf Club employees class action lawsuit and stated that those employees who were deprived of tips should be paid.

Diana Page, 86 Halsted, thanked the Council for their service. She added that as a new homeowner, she was concerned about the property values. She stated that if she had known previously about the DAS nodes, she would have moved elsewhere.

Delano Ladd, Rye resident, thanked the Council. He asked what the residents could do to help the Council in this issue. He asked if there was a timeline in this issue. Mayor Sack responded that there is a "shot clock" that the City will need to address with its counsel.

***DRAFT UNAPPROVED MINUTES*** - Regular Meeting - City Council  
August 3, 2016 - Page 6

Councilman McCartney added that submitting proof of property value would help the Council. Councilwoman Tagger-Epstein also stated that when residents get involved, it is powerful and a difference is made. The Council is heavily invested on every topic that involves the City because we want to ensure that it is a beautiful, safe, wonderful environment.

Councilwoman Hurd stated that residents should considering tying a ribbon in front of their home to indicate if a node is being proposed at that location.

Katherine Ernst, 5 Halls Lane, addressed the Council. She stated she was a recent homeowner in Rye, and she felt that had she known about the possibility of nodes, she would not have moved to Rye. She also felt that the needs-based analysis was exaggerated.

Kate Khanna, 1003 Forest Avenue, asked the Council what outcome they were seeking within this process. Mayor Sack responded that the request by the applicant needs to be addressed and outside counsel will now be used to move forward in our abilities. He stated that the City would do the best in its ability to represent the City fully.

Bjorn Tuypens, 717 Forest Avenue, made a statement to the Council. He provided a document on property values and their effects. He stated that a node is being proposed in front of his home. He stated that the pole's sole purpose is to provide wireless telecommunications. He cited Chapter 196 of the City Code and the distance requirements.

Eileen Iorio, 24 Crescent Drive, made a statement opposing the proposal. She submitted a petition of residents against the proposal.

Tricia Agosta, 4 Ridgewood Drive, made a statement opposing the proposal. She stated she supports the Council hiring an attorney to represents the City's interests. She stated that there is a question of Crown Castle acting as a facilitator versus a provider. She requested that the City's attorney review the right-of-way use agreement. She also stated that the "shot clock" could be extended if it is a reasonable extension. She discussed the Telecommunications Act of 1996 and the preservation of local zoning authority. She also discussed case law that she felt was applicable. She then discussed specific provisions of the existing use agreement. She asked that the Council act to the best of their ability to apply all laws.

Joshua Cohen/ Aimee Linn, 24 Green, stated that a community group would help the Council and provide their findings. Mr. Cohn asked that Verizon itself come to the community. He addressed property value and aesthetics and stated opposition to the proposal. He stated that had these nodes been present 25 years ago, he would not have purchased his home.

Aimee Linn, Pelham, New York, made a statement to the Council. She stated that there is some level of control that the City has regarding this application. She recounted her own experience, in which a node was placed 90 feet from her home. She stated that she sued the Village. She further said that she sold her home for 20% less than a comparable home due to the presence of the DAS node. She implored the Council to determine whether the gap in coverage really exists and encouraged a thorough analysis.

***DRAFT UNAPPROVED MINUTES*** - Regular Meeting - City Council  
August 3, 2016 - Page 7

Matthew Sullivan, 63 Peck Avenue, made a statement against the proposal. He discussed City Code Chapter 196 and felt that there must be compliance in this case. He further discussed property notification and the possibility of a special use permit. He expressed concern over the number of facilities and the future. He supported the City in retaining telecommunications counsel on this issue.

Meg Cameron, 5 Martin Butler Court, made a statement to the Council opposing the proposal. She expressed concern over the aesthetics of the nodes.

Ranjit Jaswal, 11 North Street, made a statement to the Council. He asked the Council to assume responsibility and consider the aesthetic and health concerns.

Bart Breinin, Rye resident, stated that he felt City Code Chapter 196 should apply in this case and that there should be no preemption regarding the law.

Christopher Fisher, Cuddy & Feder, addressed the concern over the pedestrian safety. He encouraged the City Council to defer the issue to the City Engineer on this issue. He then discussed the litigation in Pelham. He stated he does disagree with some statements that were made this evening. He referenced Section 3 of the existing right-of-way use agreement, which lays out the process that exists between the City and Crown Castle. Mr. Fisher stated that there is a distinction that if the City had a generally applicable law with the right-of-way to all utilities, there would be something that would be preserved with regard to regulatory authority. Crown Castle's position is that Chapter 196 does not apply within the right-of-way.

Mayor Sack adjourned the public hearing to the September 14, 2016 meeting.

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

City Manager Serrano stated that the applicant wished to address the Council. Mr. Mealey asked the Council to consider de-mapping a portion of Richard Place in order to to adjust the property line. He thanked the Council for the opportunity to speak. He stated that in the course of renovating their home, the property line, which is oddly configured, needs to be moved.

Councilman McCartney asked why the property line was drawn so oddly. Mr. Mealey stated he did not know, but he has retained a title company to adequately explore what may have occurred. He stated further that the title company had never seen such an anomaly, nor had other municipal planners that he surveyed. There was discussion among the Council generally about the property line.

Corporation Counsel Wilson explained that the formal request is to de-map a portion of Richard Place.

Councilman McCartney made a motion, seconded by Councilwoman Tagger-Epstein, to set a public hearing for September 14, 2016 at 7:30 P.M. to consider the request from Mr. and Mrs.

***DRAFT UNAPPROVED MINUTES*** - Regular Meeting - City Council  
August 3, 2016 - Page 8

Kenneth Mealey to remove a portion of Richard Place at the location of 19 Richard Place from the City's Official Map.

**ROLL CALL**

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

15. Consideration of request to amend local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-19, "No parking any time", to prohibit parking on the east side of Hewlett Avenue and the north side of Osborn Road.

This agenda item was taken out of order. City Manager Serrano explained that this was discussed at the most recent Traffic and Pedestrian Safety committee meeting. Councilwoman Tagger-Epstein explained that with regard to Hewlett, considering safety and Milton School, it is important to make Hewlett one-sided parking. If an emergency should occur, this would best serve the school.

Jane Anderson, 20 Mayfield Street, and co-president of the PTO at Milton School, addressed the Council. She stated that the PTO was not aware of this consideration. She further stated concern that if this should occur, it could back up the other nearby streets.

There was general discussion about the safety of the children on Milton Road and the objectives of the change.

Mayor Sack made a motion, seconded by Councilwoman Tagger-Epstein, to set a public hearing to amend local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-19, "No parking any time", to prohibit parking on the east side of Hewlett Avenue and the north side of Osborn Road.

**ROLL CALL**

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

Councilwoman Tagger-Epstein explained that there are certain homes within the vicinity of Osborn School that do not have pedestrian safety standards. A "no parking" zone could potentially help this issue.

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

**DRAFT UNAPPROVED MINUTES** - Regular Meeting - City Council  
August 3, 2016 - Page 9

Mayor Sack stated that there may be a consensus to increase the threshold for the permissive referendum limit within the City Charter from 10 to 20%. Therefore, he stated that there alleviates pressure this evening to come to a conclusion on the exact number of the debt limitation.

Mack Cunningham, 502 Forest Avenue, addressed the Council. He stated he supported this initiative. He feels the current language of the Charter does not address the current times and he encouraged the Council to invest in its capital and bond while interest rates are low. Property values will be maintained if the Council invests in maintenance of the City's infrastructure.

Corporation Counsel Wilson clarified that the bonds will still need a supermajority of the Council vote.

Councilwoman Bucci discussed the possibility of including language that would restrict debt amendments to bond only for infrastructure projects.

Mayor Sack made a motion, seconded by Councilman Mecca, to continue the public hearing on September 14, 2016.

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

There was nothing discussed under this agenda item.

11. Authorization for the City Manager to engage Arnold & Porter, LLP to represent the City in an Article 78 proceeding against Westchester County regarding Rye Playland.  
Roll Call.

Mayor Sack explained that at Playland, the County declared itself lead agency in a SEQRA determination without the City's knowledge. He stated that if the City does not object to the County's actions, the City will lose the opportunity to assert its rights. The City is prepared to file an Article 78, which challenges unlawful municipal action. However, the City would rather the County be the City's partner and be cooperative. The City is hoping that this matter will be resolved. Mayor Sack stated that Nick Singer, head of Standard Amusements, which will take over the management of Playland, has been helpful to the City.

Deirdre Curran, former Rye resident, thanked the Council for following process. She felt upset about the County's lack of following process and informing the public, but she stated she felt better that she knows that the City represents the interests of the community.

Councilwoman Hurd made a statement. She felt it was a mistake to be silent on the pool issue. She felt that the removal of the pool opens up negative possibilities. She feels that the use of the pool has been part of the neighborhood and is historic in nature. She stated her concern over what would be built in its place.

***DRAFT UNAPPROVED MINUTES*** - Regular Meeting - City Council  
August 3, 2016 - Page 10

Mayor Sack stated that it is a mistake for a Council is to be an advocate for a particular project. If there is prejudgment, the Council is compromising its role to be fair and impartial under SEQRA.

Councilwoman Hurd stated that she respectfully disagreed, and that her point was that she felt it was important to consider the neighborhood concerns.

Councilwoman Killian felt that it was important to depend on the County legislators in this case.

Councilman Mecca made a motion, seconded by Councilwoman Tagger-Epstein to adopt the following resolution:

**RESOLVED**, that the Council authorize the City Manager to enter into an agreement to engage Arnold & Porter, LLP to represent the City of Rye in an Article 78 proceeding against Westchester County regarding Rye Playland, for a fee up to \$25,000.

**ROLL CALL**

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

12. Resolution to appropriate \$670,000 of the Golf Club Fund's Unreserved Fund Balance for three major capital projects at the Rye Golf Club.  
Roll Call.

Councilman McCartney explained that the Rye Golf Club Commission and the Greens Committee and staff have worked to plan to expand the greens and practice areas to make these more usable. He discussed the specific improvements in greater detail.

Mack Cunningham stated that he was in support of these improvements, as they add the opportunity for the younger population to be able to come to the Golf Club.

Councilman McCartney made a motion, seconded by Councilwoman Bucci, to adopt the following resolution:

**WHEREAS**, Rye Golf Club staff has determined that the amounts required for three major capital projects at the Golf Club were not provided for in the adopted 2016 budget by \$670,000, and;

***DRAFT UNAPPROVED MINUTES*** - Regular Meeting - City Council  
August 3, 2016 - Page 11

**WHEREAS**, the Golf Club Fund's Unreserved Fund Balance has enough funds to be appropriated for these projects, now, therefore be it;

**RESOLVED**, that the City Comptroller is authorized to transfer \$670,000 from the Golf Club Fund's Unreserved Fund to the Rye Golf Club Enterprise Project Fund, for the three major capital projects.

**ROLL CALL**

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

13. Resolution to appropriate \$35,000 of the Police Department's 1033 account and transfer to the Building and Vehicle Fund for the purchase of an unmarked vehicle for traffic enforcement.  
Roll Call.

City Manager Serrano explained that the current vehicle dedicated to undercover endeavors has over \$100,000 miles and there is a need for a new "ghost" vehicle for extra enforcement. As there is already funding for this vehicle, the appropriation would be at no cost to tax payers.

Councilwoman Bucci expressed hesitation support this initiative without assurances that there has been an analysis of financial priorities within the department.

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

**WHEREAS**, the Rye Police Department has determined that the amounts required for the purchase of an unmarked car for traffic enforcement was not provided for in the adopted 2016 budget by \$35,000, and;

**WHEREAS**, the Police Department's 1033 account has enough funds to be appropriated for this purchase, now, therefore be it;

**RESOLVED**, that the City Comptroller is authorized to transfer \$35,000 from the Police Department's 1033 account to the Building and Vehicle Fund, for the purchase of an unmarked vehicle for traffic enforcement.

**ROLL CALL**

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

14. **Resolution to amend the Boat Basin Commission procedures regarding voting procedures and the term of Commission members.**

Councilwoman Hurd explained that this would amend the Boat Basin procedures raising the term from 2 to 3 years, staggering terms, include electronic voting, and approve a non-resident to serve on the Commission. She explained that in November of 2015, the Council approved the addition of two seats to the Commission. Subsequently, in April of 2016, the Boat Basin chose Brendan Doyle and Stephen Monaldo to serve on the Commission. The City Council then approved their appointments.

Mayor Sack expressed concern that the two seats were filled not by election, but by the Commission.

Councilwoman Hurd made a motion, seconded by Councilwoman Killian, to amend the Boat Basin Commission Procedures as follows:

**REVISED RESOLUTION  
establishing  
THE DE PAUW MUNICIPAL BOAT BASIN COMMISSION**

WHEREAS, the City of Rye owns and operates the De Pauw Municipal Boat Basin in Milton Harbor; and

WHEREAS, the City Council of the City of Rye has determined that the DePauw Municipal Boat Basin should be operated as a municipal enterprise and has established the De Pauw Municipal Boat Basin Enterprise Fund for such purpose; and

WHEREAS, the City Council of the City of Rye has determined that it is in the best interests of the City that a new municipal Commission be established to advise the City Council and the City Manager on the operation of said Boat Basin and related matters; now therefore be it

RESOLVED, that the De Pauw Municipal Boat Basin Commission be and the same hereby is established as follows:

**Section 1. Commission: Appointment**

(a) There will be a De Pauw Municipal Boat Basin Commission to consist of seven adult Boat Basin members in good standing who have a permit to moor a boat at the facility. The Commission shall reserve one position for a non-resident member. At the time of election, should there be no non-resident on the ballot, the position shall be filled by a resident member. At the next election if there is no non-resident on the Commission, a resident position will once again be available to a non-resident. The non-resident will always be available first to a non-resident, and only be filled by a resident in the absence of a non-resident candidate. The members will be appointed by the



***DRAFT UNAPPROVED MINUTES*** - Regular Meeting - City Council  
August 3, 2016 - Page 13

City Council after election by the resident and non-resident permit-holders of the Boat Basin. The members of the Commission will elect a Chairman each year from their group. The Chairman may serve only three terms in succession.

(b) The term of the members will be three years, commencing on January 1. There is no limit to the number of terms a member may serve.

(c) Vacancies will be filled within 45 days by appointment of the City Council until the next election, at which time the unexpired term will be filled by the candidate elected with the least number of votes.

(d) Any Boat Basin member in good standing can submit an application to run for the Commission; the application must be submitted no later than September 10.

**Section 2. Responsibilities**

(a) The Commission shall adopt rules and regulations relating to the recreational use of the Municipal Boat Basin, which are not inconsistent or in conflict with any agreement of the City of Rye or any declared policy of the City Council and subject to the approval of the City Manager.

(b) It may make recommendations to the City Council and City Manager with respect to future programs and activities of the De Pauw Municipal Boat Basin and any other important related policy matter. .

(c) It shall approve annual budget estimates prepared by staff personnel, including mooring categories and proposed fee schedules prior to submission of such estimates to the City Manager. Such budget estimates are to be consistent with the City Council's policy on the self-sufficiency of Enterprise Funds. .

(d) The City Manager is responsible for implementation of the City Council's policy, the rules and regulations of the Municipal Boat Basin and the supervision and direction of employees assigned to the Municipal Boat Basin.

**Section 3. Election**

(a) Voting will take place by online over a one-week period through a secure online service approved by the Commission.

(b) One ballot will be allowed per mooring permit.

(c) Resident and non-resident permit-holders will have equal voting rights.

(d) An invitation email will be sent to all eligible voters with instructions on how to cast their vote online.

(e) To receive an invitation email and vote in an election, the voting member must have an email on file.

(f) For those members wishing to cast their vote onsite, a computer kiosk will be available at the Boat Basin during normal business hours throughout the voting time period.

(g) Votes will be tallied with the instructions provided therewith and will not be counted as a result of any of the following:

- i) Vote is not cast within the specified time period; or
- ii) Vote is not cast in accordance with specified instructions; or
- iii) Vote is rejected for any reason by the online service being used.

(h) Valid Ballots shall be tallied for each Commission candidate by the online service. The results will be forwarded to the City Clerk.

**DRAFT UNAPPROVED MINUTES** - Regular Meeting - City Council  
August 3, 2016 - Page 14

(i) The City Clerk will submit a list of election results to the City Council for approval no later than by the middle of October.

Formatted: Justified

**ROLL CALL**

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

16. Bid Award for the Police Crossing Guard contract (Contract #2016-13).  
Roll Call.

City Manager Serrano stated that there were two bidders for the Police Crossing Guard contract, one who is the current vendor. The lower bidder did not have the requisite experience, and as such the Commissioner has recommended to award the contract to ACMS.

Mayor Sack stated that the City should engage in an annual review of the Crossing Guard services. He also felt that the PTOs should share their impressions during a review.

Councilwoman Killian made a motion, seconded by Mayor Sack, to award Contract #2016-13 to All City Management Services (ACMS), in the amount of two hundred three thousand one hundred twenty-seven dollars (\$203,127.00) as recommended by the Acting Police Commissioner.

**ROLL CALL**

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

17. Bid Award for the Rye Golf Club Tree Removal contract (Contract #2016-02).  
Roll Call.

Councilman McCartney made a motion, seconded by Councilwoman Bucci, to award Contract #2016-02 be awarded to the low bidder, Almstead Tree & Shrub Care Company, in the amount of one hundred sixteen thousand six hundred ninety-four dollars (\$116,694.00) as recommended by the Rye Golf Club General Manager.

**ROLL CALL**

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

***DRAFT UNAPPROVED MINUTES*** - Regular Meeting - City Council  
August 3, 2016 - Page 15

18. Consideration of Bid for the Rye Golf Club Greens Expansion and Practice area project (Contract #2016-06).  
Roll Call.

Councilman McCartney made a motion, seconded by Councilwoman Bucci, to reject all bids submitted for Contract #2016-06 due to an omission in one bid and a second bid which exceeds the pre-bid estimate.

**ROLL CALL**

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

19. Adoption of the 2016/2017 tax levy and tax rate for the Rye Neck Union Free School District.  
Roll Call.

City Manager Serrano explained that this annual tax is collected by the City of Rye from the Rye Neck Union Free School District.

Councilwoman Tagger-Epstein made a motion, seconded by Councilwoman Killian, to adopt the following resolution:

**WHEREAS**, the Rye Neck Union Free School District (District) has certified to the City of Rye Comptroller taxes in the amount of \$11,867,958 to be raised on property within the District located in the City of Rye, with established tax rates of \$883.88104 per \$1,000 of taxable assessed value on homestead property and \$1,142.639214 per \$1,000 taxable assessed value on non-homestead property, for the fiscal year beginning July 1, 2016 and ending June 30, 2017; now, therefore, be it

**RESOLVED**, that in accordance with the provisions of the City Charter, the City Comptroller is commanded to levy and collect said taxes, subject to any further amendments or approvals required by the Rye Neck Union Free School District.

**ROLL CALL**

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

***DRAFT UNAPPROVED MINUTES*** - Regular Meeting - City Council  
August 3, 2016 - Page 16

20. Miscellaneous communications and reports.

There was nothing discussed under this agenda item.

21. New Business.

There was nothing discussed under this agenda item.

22. Adjournment.

There being no further business to discuss, Councilman Mecca made a motion, seconded by Mayor Sack, to adjourn the regular meeting at 11:35 P.M.

Respectfully submitted,

Carolyn E. D'Andrea  
City Clerk



# CITY COUNCIL AGENDA

NO. 5

DEPT.: City Manager

DATE: September 14, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Presentation and Update from the Rye Sustainability Committee.

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:**

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

**BACKGROUND:**

The Sustainability Committee will provide the City Council and public with an update on their latest events and projects.



# CITY COUNCIL AGENDA

NO. 6

DEPT.: City Council

DATE: September 14, 2016

CONTACT: Mayor Joseph A. Sack

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

**FOR THE MEETING OF:**

September 14, 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. 7

DEPT.: City Manager

DATE: September 14, 2016

CONTACT: Marcus Serrano, City Manager

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

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER	C-21
SECTION	9

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

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

**BACKGROUND:**

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

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

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

See attached proposed Local Law.

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

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

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

**Section 1:**

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

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



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

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

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

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

**Section 2: Severability.**

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

**Section 3: Effective date.**

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



# CITY COUNCIL AGENDA

NO. 8

DEPT.: Corporation Counsel

DATE: September 14, 2016

CONTACT: Kristen K. Wilson, Esq.

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

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

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

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

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

**BACKGROUND:**

See attached request.

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

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

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

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

Dear Mr. Serrano;

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

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

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

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

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

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

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

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

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

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

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

### Conclusion

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

Kind Regards,

Kenneth and Shelly Mealey  
M914.500.5352

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

**Rye City - Renovation Related Expenses**

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

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

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

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

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

Dear Mr. Serrano;

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

#### **Materials Submitted**

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

#### **Conclusion**

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

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

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

Kind Regards,

Kenneth and Shelly Mealey  
M914.500.5352

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

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

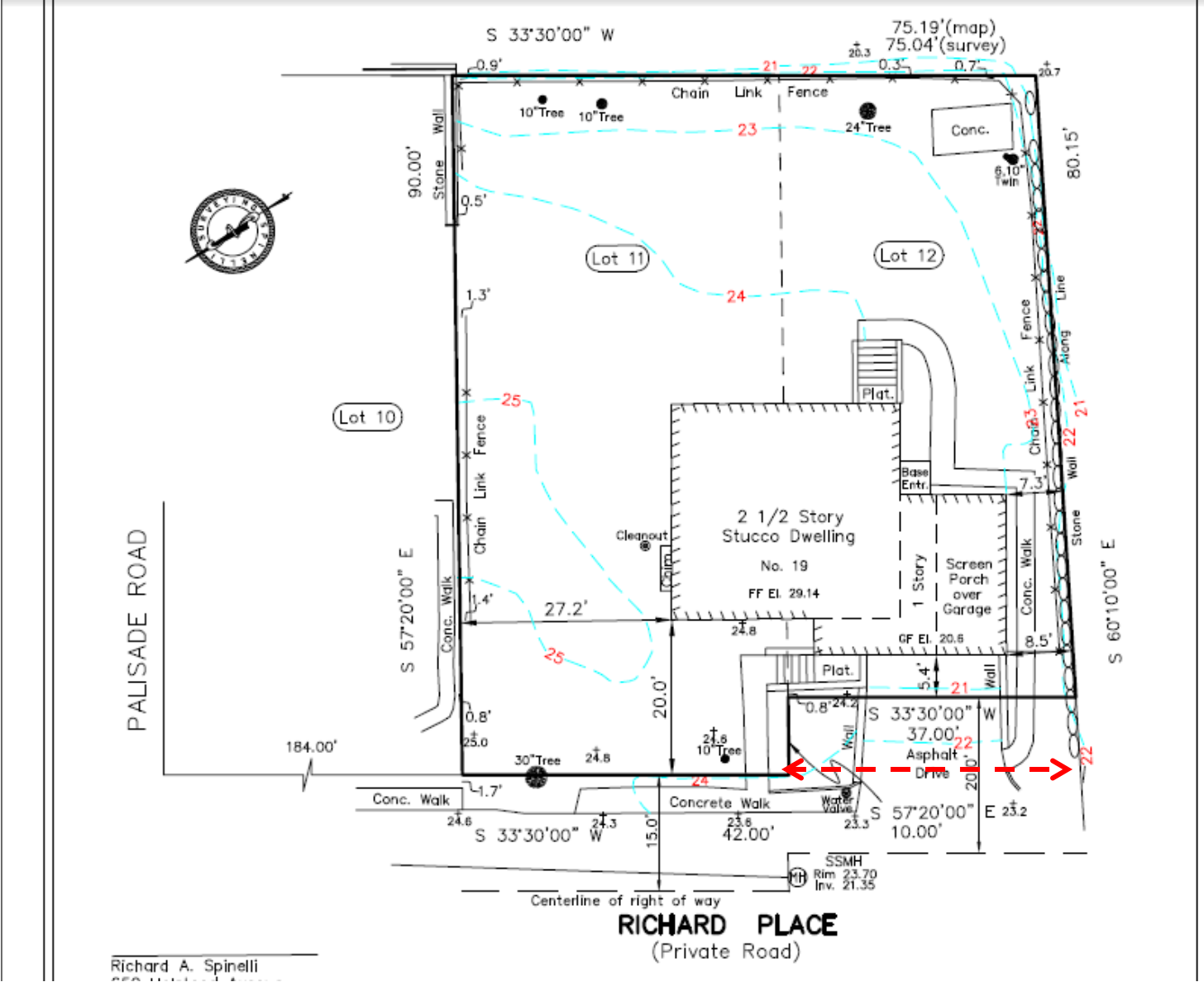
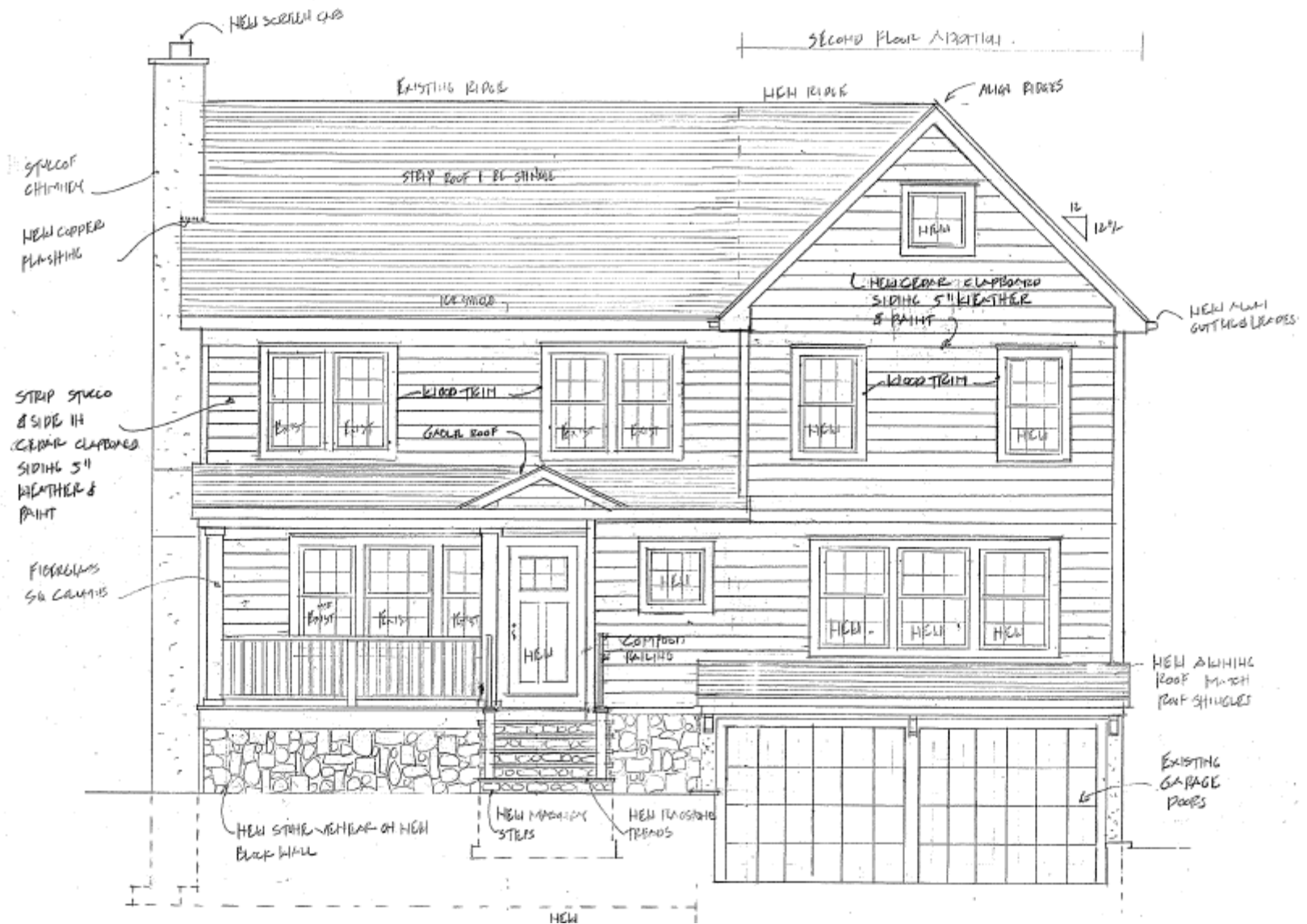


Image Source: Google Maps. (\*Redline is 'approximate' illustration of 'indent' based on survey pins)

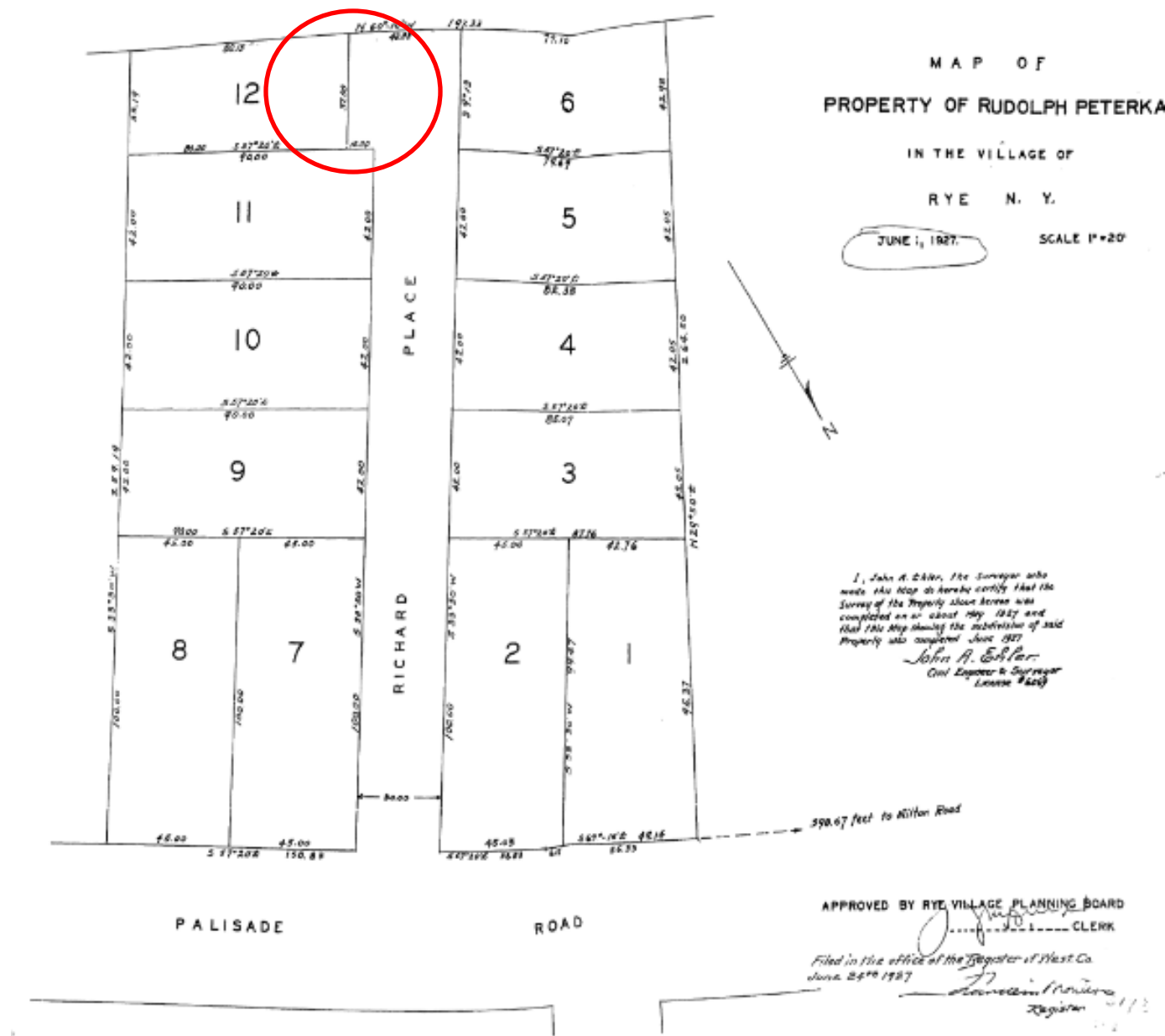


**‘Proposed’ Front Porch Design** – Front Stairs aligned with front door after property line adjusted through de-mapping process.



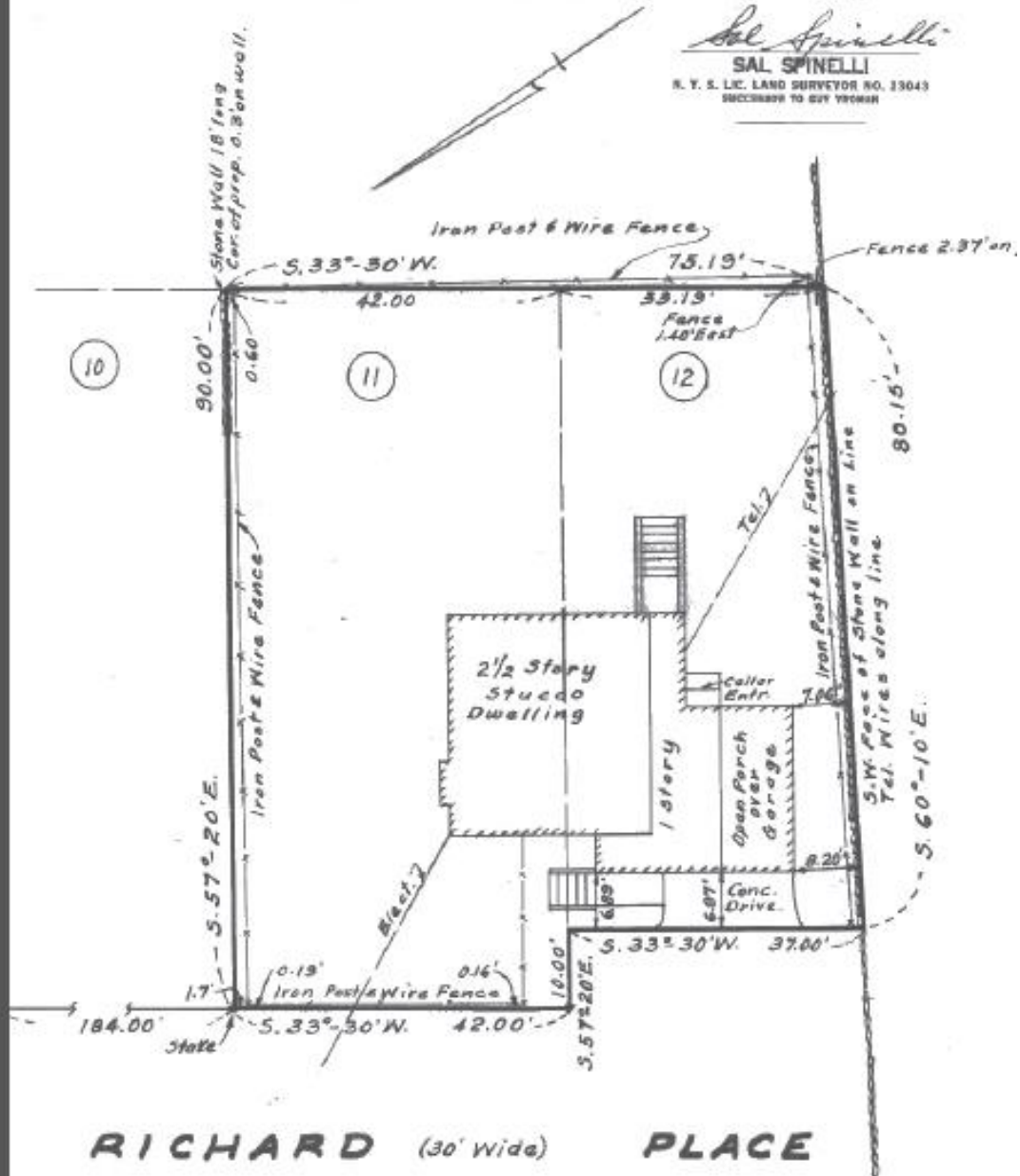


# Subject Area on Richard Place from original subdivision Map of Property of Rudolph Peterka, June 1927



Mammoth Rock Federal Savings &amp; Loan Assoc.

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



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

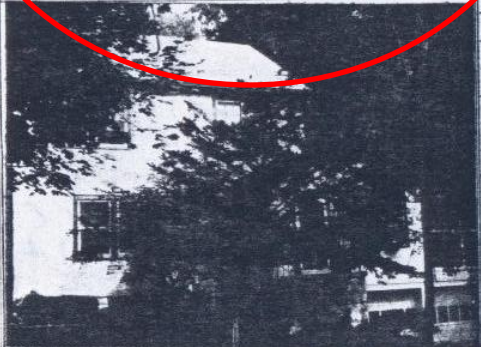


City of Rye, N.Y.

## ASSESSMENT RECORD

SHEET  
146.71BLOCK  
CARD NO. 3LUI  
73

LOCATION		ACC. NO.	BLOCK	LOT	MAP NO.	SEWER	SCHOOL	ZONING	CODE
19 RICHARD PLACE		065400	62	3-11, 3-12	22	1	2	R-T	R-1/210
OWNER PETER DAVID R. + KAREN R. STEIN									
G.E. CAPITAL MTG.									
FIRST AMER. TAX SERV.									
LED MAP		LOT NO.	R.O. NO.						
Blank		1112	5173						
BUILDING PERMITS									
DATE	NUMBER	CONSTRUCTION	ESTIMATED COST						
ALTERATIONS AND ADDITIONS									
DATE	DESCRIPTION			ASSESSED					
24-76	M.T.C. NEW Windows, roof, 3rd floor finish								
REMARKS:									
9/91 INTERIOR INSPECTION - SPCA - N.Y.									
Bidding									
96 N.C.									
RECORD OF OWNERSHIP				DATE	LIBER.	PAGE	TT	MTG.	S.P.
JOSEPH LEONARDI & W.				3/5/81	7687	91	103.00	79,500	94,000
ROBERT ALAN KINDLER + PAMELA				4/25/84				80,000	
TIMOTHY + DOREEN G. O'MARA				2-26-88	9131	328	1332.00		333,000
DAVID R. PETER + KAREN R. STEIN				8-11-95	11237	37	1240.00		315,000



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

City of Rye  
Assessment  
Record for  
19 Richard Pl.



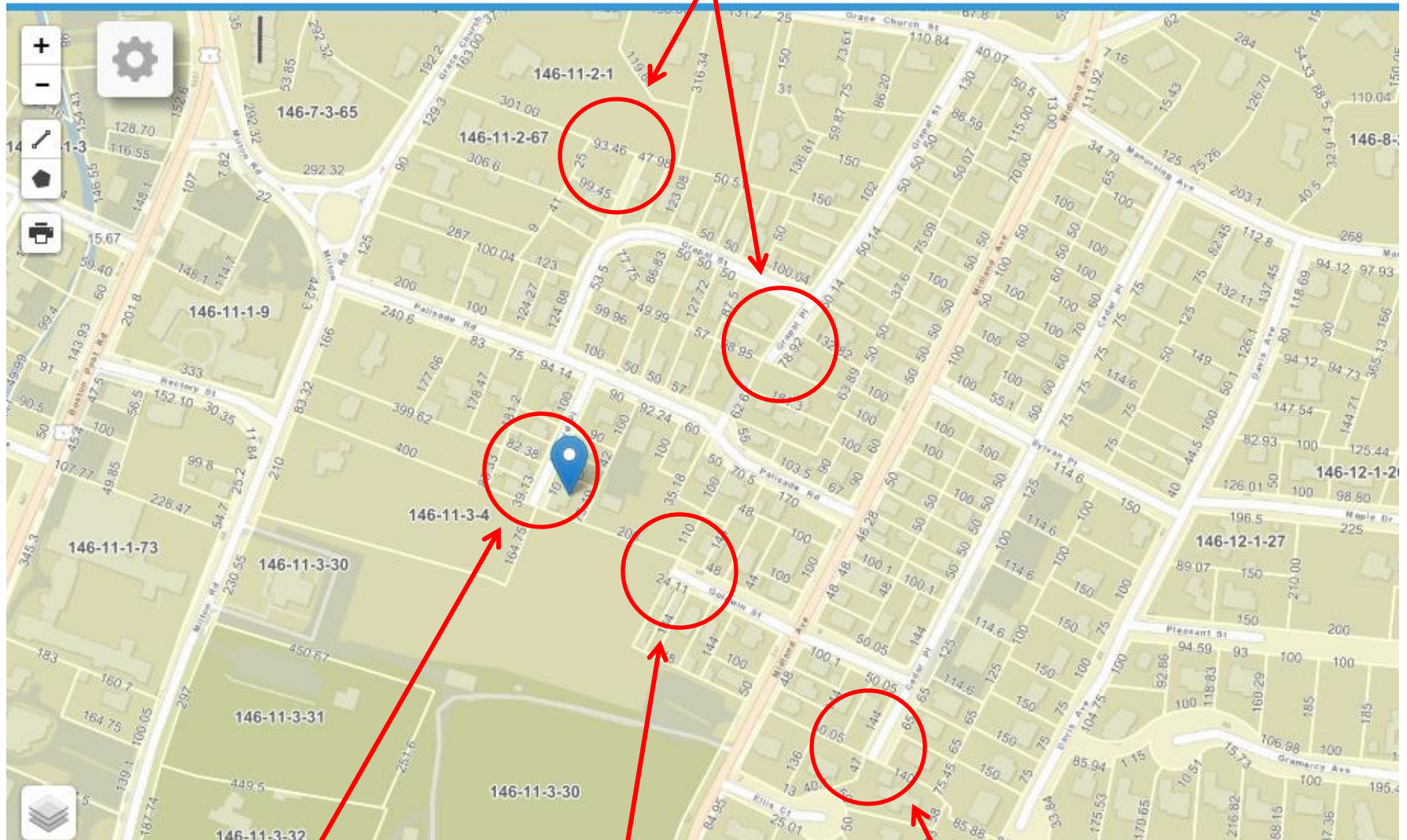
# Similar sized dead end streets in vicinity without a similar indent



City of Rye

Grapal St.

Municipity  Connect



Richard Pl.

Goldwin St.

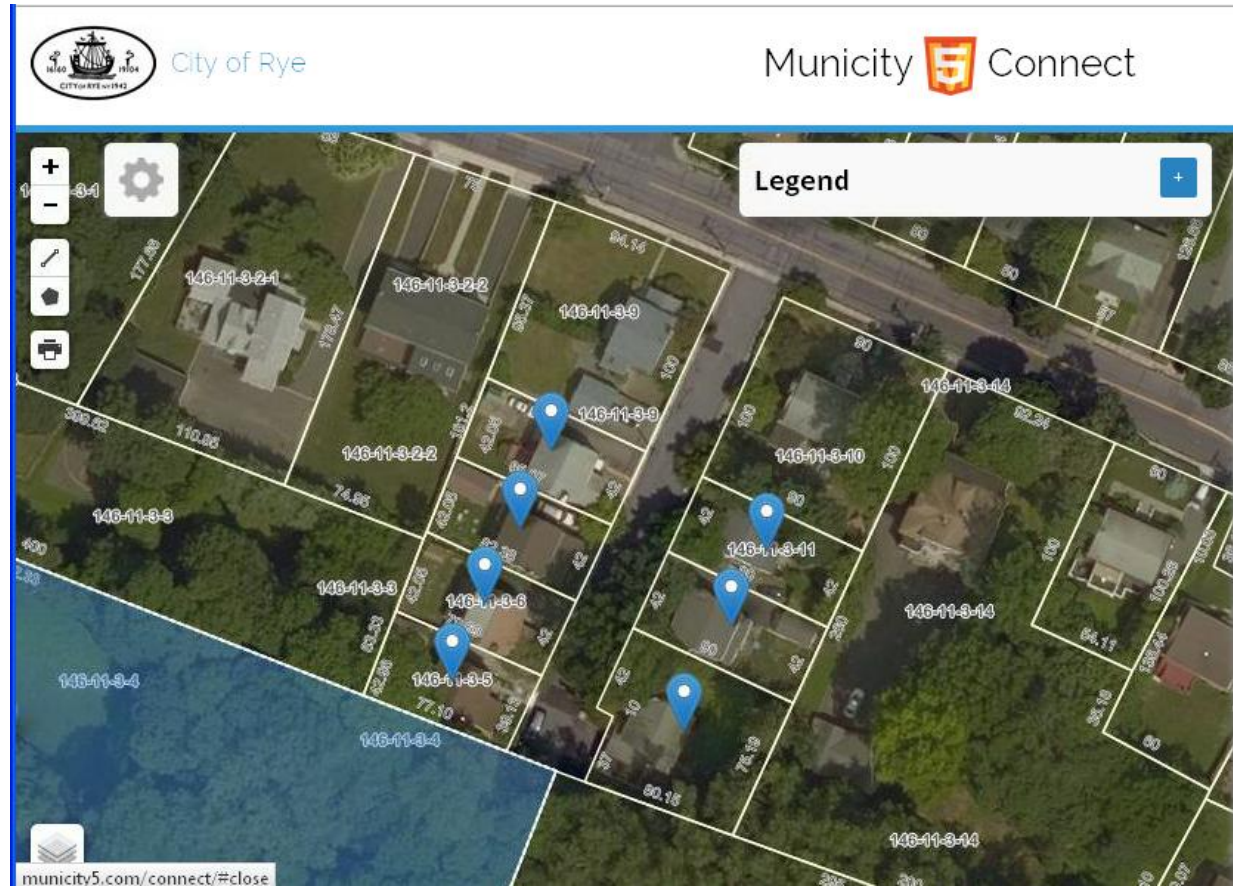
Cedar Pl.

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





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



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



**14 Richard Place**



**13 Richard Place**



**9 Richard Place**





**10 Richard Place**



**12 Richard Place**

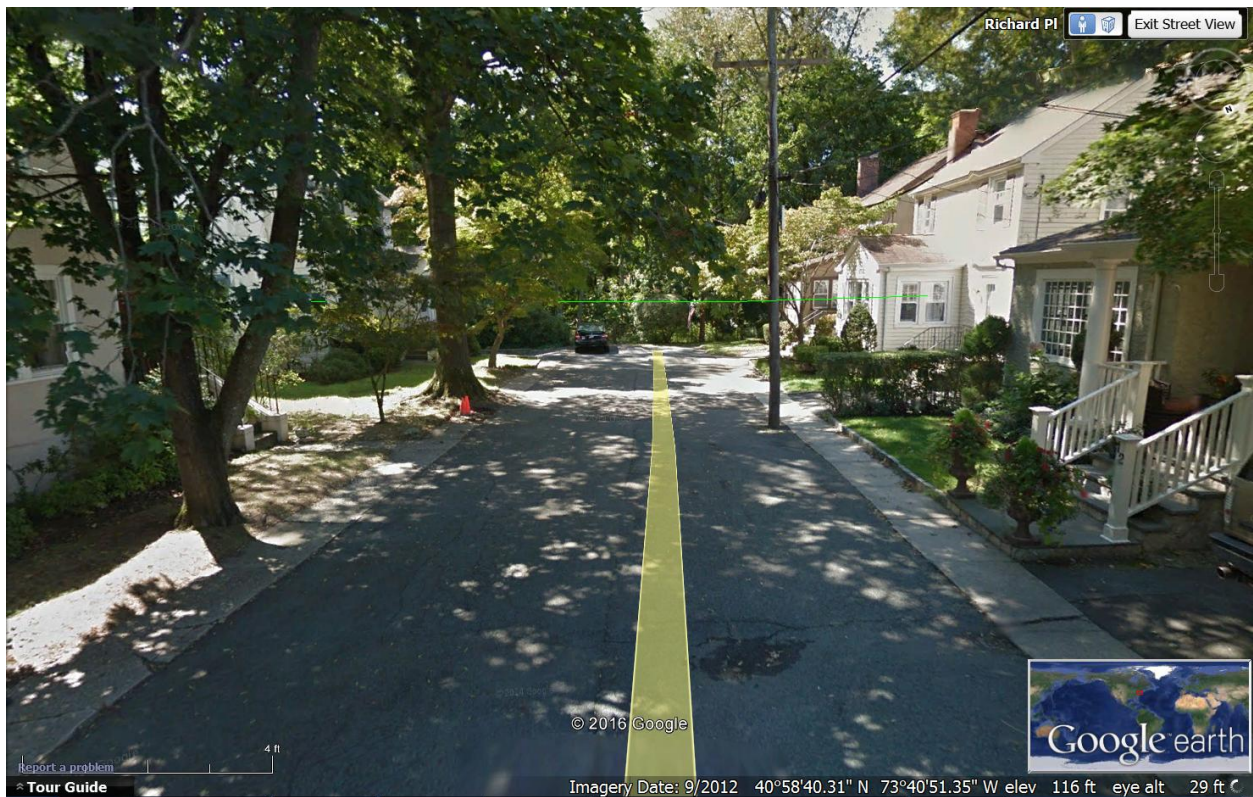


**12 Richard Place**





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



**Fidelity National Title Insurance Services, LLC**

Application Date: May 4, 2016

Report Date: May 16, 2016

Title No. 16-7405-74455-WEST

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

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





# Fidelity National Title Insurance Services, LLC

---

## DEED CHAIN SEARCH

Order No.: 16-7405-74455-WEST

Fidelity National Title Insurance Services, LLC certifies that it has examined the records of the Clerk of the County of Westchester as of April 1, 2016 for the deed chain back to Map Maker on the following premises:

19 Richard Place  
County of Westchester  
Municipality of Rye

Sect: 146.11      Block: 3      Lot: 13

Said search discloses the following:

### DEED

Grantor: Louis Barber and Mary Barber, his wife, and Anthony T. Coccola and Irene E. O'B. Coccola,  
his wife  
Grantee: Rudolph Peterka and Mary Peterka, his wife  
Dated: June 21, 1927      Recorded: July 30, 1927  
Liber: 2786      Page: 160

### DEED

Grantor: Mary Peterka  
Grantee: Rudolph Peterka  
Dated: November 12, 1943      Recorded: November 15, 1943  
Liber: 4109      Page: 491

### DEED

Grantor: Rudolph Peterka  
Grantee: John Charles Lamb  
Dated: April 18, 1945      Recorded: April 27, 1945  
Liber: 4247      Page: 46

### DEED

Grantor: John Charles Lamb  
Grantee: Joseph C. Leonardi and Marjorie M. Leonardi, his wife  
Dated: February 24, 1955      Recorded: February 25, 1955  
Liber: 5427      Page: 172

### DEED

Grantor: Joseph C. Leonardi and Marjorie M. Leonardi  
Grantee: Robert Alan Kindler and Pamela Pickert Kindler  
Dated: March 5, 1981      Recorded: March 9, 1981  
Liber: 7687      Page: 91

DEED

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

DEED

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

DEED

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

DEED

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

(Copy of Deeds enclosed)

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

Countersigned: May 12, 2016

BY:   
Jean Post, Account Representative

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

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

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

At the request of:

EDWARD G. MCANANEY.

*John W. Miller*

Register,

LOUIS BARBER & ORS.

TO

RUDOLPH PETERKA & W.

THIS INDENTURE,

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

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

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

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

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

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

TO HAVE AND

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

AND said parties of the

first part covenant as follows:

FIRST.-

That said

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

good right to convey the same;

SECOND.-

That the parties

PC

of the second part shall quietly enjoy the said premises;

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

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

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

IN WITNESS WHEREOF, the

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

In presence of:

Daniel E. Kelly.

LOUIS BARBER (L.S.)

ANTHONY T. COCCOLA (L.S.)

MARY BARBER (L.S.)

IRENE E. O'B. COCCOLA (L.S.)

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

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

DANIEL E. KELLY, Notary Public,

Westchester Co., N. Y.

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

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

At the request of:

DANIEL E. KELLY.

*John J. [Signature]*

Register.

JENNIE ANNUNZIATO.

TO:

FELICIA ANNUNZIATO.

R

THIS INDENTURE;

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

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

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

LIBER 4109 PAGE 491

# This Indenture,

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

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

party of the first part, and

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

party of the second part:

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

TEN ----- Dollars,

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

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

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

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

Revenue stamps attached



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

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

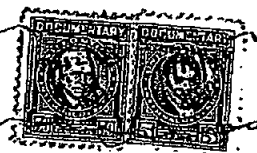
And The grantor, in compliance with Section 19 of the Lien Law, covenants and will hold the right to receive such consideration as follows: That he will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of improvement, and that he will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

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

In the Presence of

Ruth D. V. Thang

Mary Petenka (LS)



State of New York  
County of WESTCHESTER

LIBER 4109 PAGE 493

On the 12th day of November, nineteen hundred and  
forty-three before me personally came MARY PETERKA  
, to me known  
to be the individual described in, and who executed, the foregoing instrument,  
and acknowledged that she executed the same.

*Ruth D. V. Strong*  
Notary Public,  
Westchester County.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is  
situate in the CITY OF RYE,  
County of Westchester, N. Y. A true copy of the original DEED  
RECORDED NOV. 15, 1943, at 4 PM at request of JOHN W. DAVIDSON  
FEE: \$ 2.25 No. 25104 ROBERT J. FIELD, County Clerk.

Deed

MARY PETERKA

TO

RUDOLPH PETERKA

Dated, November 12, 1943.

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

NO. 25104

NOV 15 1943

P.M.

R & T to:

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

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECORDED	2:25 PM
INDEXED	11-15-43
SEARCHED	
SERIALIZED	
FILED	
Stacy Clig	
Folio Clig	
Filing Clig	
Cross Ref	
Cost	
Postage	
Total	2.25
Examined	0
Returned	

LIBER 4247 PAGE 46

# This Indenture,

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

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

, party of the first part,

and JOHN CHARLES LAME ~~and IRVING LAME, Jr., also,~~ both residing at 21 Oak Street, in the Town of Harrison, County of Westchester and State of New York

, parties of the second part,

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

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

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

his heirs

and assigns forever.

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

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

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

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

SUBJECT to restrictive covenants of record affecting said premises.

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

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

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

his  ~~heirs~~ heirs and assigns forever.

And the said party of the first part

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

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.



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

hand and seal the day and year first above written.

In presence of:

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

Randolph Peterka L.S.

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

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

John Charles Lamb L.S.

LIBER 4247 PAGE 48  
State of New York  
County of Westchester

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

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

*John W. Dandon*  
Notary Public,  
Westchester County.

State of NEW YORK  
County of WESTCHESTER

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

~~JOHN CHARLES LAMB~~  
to me known and known to me to be ~~one~~ the individuals described in, and who  
executed the foregoing instrument; ~~JOHN CHARLES LAMB and JOHN CHARLES LAMB, his wife~~  
~~JOHN CHARLES LAMB and JOHN CHARLES LAMB, his wife~~  
and acknowledged to me that they executed the same.

*Alfred J. Sullivan*  
Notary Public,  
Westchester County.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is  
situate in the CITY OF RYE  
County of Westchester, N. Y. A true copy of the original DEED  
RECORDED April 27, 1945 at 4.10 P. M. at request of T. G. & T. CO.  
FEE: \$ 2.65 No. 11255 ROBERT J. FIELD, County Clerk.

6015  
HUDOLPH P  
X  
JOHN CHARL  
NO. 1  
AI  
The land aff  
map lies in t  
County of  
State of N  
RECOR  
TITLE GUARANTE  
3 WILLIA  
WHITE PI

2.65 A - CPa 06144 4-27-45

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE	RECORDING CHARGE SLIP UNION OF LAND RECORDS
Recording	
Stat'y Chg.	
Folio Chg.	
Filing Chg.	
Gross Fee	
Cert.	
Postage	
Total	
Unlimited	
Typed	



W-47747

LESSER 5427 PAGE 172

# This Indenture,

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

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

party of the first part,

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



parties of the second part,

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

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

Dollars,

lawful money of the United States,

paid by the parties of the second part

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

their heirs

and assigns forever,

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

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

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

SUBJECT to restrictive covenants of record affecting said premises.

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

USIN STAMPS / N FEB 25 1955  
ATTACHED &

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

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

And the said JOHN CHARLES LAMB

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

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

In presence of:

*[Signature]*

*John Charles Lamb* L. S.

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

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

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

5427 PAGE 174

State of NEW YORK  
County of WESTCHESTER

ss:

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

JOHN CHARLES LAMB

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

*Roger M. Harper*  
ROGER M. HARPER  
Notary Public, State of New York  
No. 60-6775656  
Appointed For Westchester County  
Commission Expires March 30, 1956

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

FEE: \$ 5.60

No. 8202

EDWARD L. WARREN, County Clerk.

W-47747

JOHN CHARLES LAMB

8202

to

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

DEED

Dated, 1955

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

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

RETURN BY MAIL TO:

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

5.60 B - 174 00209 2-25-55

Reserve this space for use of Recording Office.	
City of Rye	1-1-55
County of Westchester	4-30
Notary Public	5.60
Fee	5.60
Total	11.20
Received	1





\*011481068\*

LIBER 7687 PAGE 91

Standard N.Y.S.T.U. Form 3092-2-73 - Mortgage and Sale Deed with Covenant against Grantor's Acts - Individual or Corporation (single sheet)  
 CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

T.T.  
10340  
THIS INDENTURE, made the 5th day of March nineteen hundred and eighty-one,  
 BETWEEN JOSEPH C. LEONARDI and MARJORIE M. LEONARDI, residing at  
 19 Richard Place, Rye, New York,

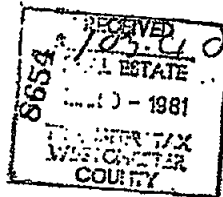
party of the first part, and ROBERT ALAN KINDLER and PAMELA PICKERT KINDLER,  
 residing at 81 Theodore Fremd Avenue, Rye, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

SEE SCHEDULE "A"



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

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*Palumbo*

*Joseph C. Leonardi*  
 Joseph C. Leonardi

*Marjorie M. Leonardi*  
 Marjorie M. Leonardi

03010

TAX STAMPS  
 ATTACHED  
 10340 MAR - 9 1981

### SCHEDULE A (Description)

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

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

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

running thence South 33° 30' West 75.19 feet;

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

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

North 33° 30' East 37 feet;

North 57° 20' West 10 feet;

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

TOGETHER with a right of way for  
~~Policy~~ <sup>Policy</sup> ~~will~~ insure access for ingress and egress from the above  
 mentioned premises over Richard Place to the nearest public street.

1981-82



\*007588068\*

LIBER 9131 PAGE 328

T 691

Standard N.Y. Form 1002, Mergin & sold deed,  
with optional adding grantor's wife - last, or first, single - first

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

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

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

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

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*Margaret Dalan*

*Robert A. Kindler*  
Robert A. Kindler

*Pamela P. Kindler*  
Pamela P. Kindler

## SCHEDULE "A"

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

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

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

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

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

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

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

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

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

STATE OF NEW YORK, COUNTY OF

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

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

*Katherine C. Plafie*  
KATHERINE C. PLAFIE  
NOTARY PUBLIC, State of New York  
No. 24-67078  
Qualified in Westchester County  
Commission Expires April 6, 1989

STATE OF NEW YORK, COUNTY OF

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

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

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

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

*Katherine C. Plafie*  
KATHERINE C. PLAFIE  
NOTARY PUBLIC, State of New York  
No. 24-67078  
Qualified in Westchester County  
Commission Expires April 6, 1989

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

**Margain and Sale Book**  
WITH COVENANT AGAINST GRANTOR'S ACES  
TITLE No. 76187-05011

Robert A. Kindler and Pamela P. Kindler

TO

Timothy O'Mara and Doreen Germond O'Mara

Titlor Title Guarantee Company

SECTION 3

BLOCK 62.

LOT 3-11 & 3-12

COUNTY OR TOWN Westchester

CITY OF RYE

RETURN BY MAIL TO:

FRANK S. McCULLOUGH, JR.  
TAYLOR, McCULLOUGH, GOLDBERG & CO.  
550 HARRISON AVENUE  
HARRISON, N.Y. Zip No. 10620

Reserve this space for use of Recording Office.



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

LIBER 9131 PAGE 331

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED  
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN  
WESTCHESTER COUNTY, N.Y. IN

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

LIBER 9131  
PAGE 328

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

TOTAL  
15-

\$ 333,000.00  
CONSIDERATION

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

10928

MORTG. DATE \_\_\_\_\_  
MORTG. AMOUNT \_\_\_\_\_  
EXEMPT YES \_\_\_\_\_ NO \_\_\_\_\_  
REC'D TAX ON ABOVE MTGE: \_\_\_\_\_  
BASIC \$ \_\_\_\_\_  
ADDTL \$ \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_  
SPECIAL \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_  
SERIAL No. \_\_\_\_\_  
DWELLING: ☐ 1-5 UNITS  
☐ OVER 6 UNITS  
ANDREW J. SPANO  
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

TERMINAL No. 880637075 DATE RETURNED \_\_\_\_\_

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

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

RECEIVED  
WESTCHESTER COUNTY CLERK  
MAR 08 11 28 AM '88

0000520006 03/08/88CPA/DE 15.00  
13:21

RECORD AND RETURN



N13695257



DED2

36



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

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

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

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

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

TOTAL PAID
53.00

MORTGE. DATE	
MORTGE. AMT	
EXEMPT	YES NO

LIBER: <u>11237</u>
PAGE : <u>37</u>

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

THE PROPERTY IS SITUATED  
IN WESTCHESTER COUNTY,  
NEW YORK IN THE:  
CITY OF RYE CITY\$ 315000.00  
CONSIDERATIONSERIAL NO. \_\_\_\_\_  
DWELLING 1-6 OVERRECEIVED:  
TAX AMOUNT \$ 1260.00  
TRANSFER TAX# 0002078   DUAL TOWN  
   DUAL COUNTY/STATE  
   HELD  
   NOT HELD

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

EXAMINED BY AMGBTERMINAL CTRL# 95257N136

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

8001348000 09/14/95PA/TE 53.00  
13:00

WITNESS MY HAND AND OFFICIAL SEAL

  
LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK



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

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

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

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

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

**TAX MAP  
 DESIGNATION**

Dist.

Sec.

Blk.

Lot(s):

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.  
**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

*Timothy O'Mara*  
 Timothy O'Mara

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

STATE OF NEW YORK, COUNTY OF *Westchester*

552

On the 11th day of August 1995, before me personally came Timothy O'Mara and Doreen Germond O'Mara

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

  
Notary Public

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

STATE OF NEW YORK, COUNTY OF

553

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

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

554

On the day of 19, before me personally came

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

STATE OF NEW YORK, COUNTY OF

555

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

ABSTRACT CORPORATION  
100 East Post Road  
White Plains, New York 10601

**Bargain and Sale Deed**  
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

*L23409*

Timothy and Doreen Germond O'Mara

TO

David R. Peter and Karen R. Stein

SECTION Sheet 146.11

BLOCK 3

LOT 13

COUNTY OR TOWN Westchester

TAX BILLING ADDRESS 19 Richard Place  
Rye, New York 10580

Recorded At Request of Ticor Title Guarantee Company

RETURN BY MAIL TO:

Distributed by



**TICOR TITLE GUARANTEE**

Peter Lane, Esq.

Addresso Marovitch & Lane

153 Stevens Avenue

Mt. Vernon, N. Y. 10550

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

# L & H ABSTRACT CORPORATION

Title No. L23409

## SCHEDULE A

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

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

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

RUNNING THENCE South 33 Degrees 30' West 75.19 feet;

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

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

North 33 Degrees 30' East 37 feet;

North 57 Degrees 20' West 10 feet;

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

FOR  
CONVEYANCING  
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.



\*A05599176\*



\*DED2\*

36



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

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

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED

FEE PAGE 4 TOTAL PAGES 4

(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	5.25
REC'ING CHARGE	12.00
RECMGT FUND	4.75
EA 5217	25.00
TP-584	5.00
CROSS-REF.	0.00
MISC.	

MORTGE. DATE	
MORTGE. AMT	
EXEMPT YES	NO

LIBER:	12321
PAGE:	158

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

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

TOTAL PAID
52.00

\$ 0.00  
CONSIDERATION

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

RECEIVED:

TAX AMOUNT \$ 0.00  
TRANSFER TAX# 0016757

HELD \_\_\_\_\_  
NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: 01

EXAMINED BY LR03 RECORDING DATE 06/25/99

TERMINAL CTRL# 99176A055 TIME 15:08

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

WITNESS MY HAND AND OFFICIAL  
SEAL

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

QUITCLAIM DEED

A055

DEP  
P4  
T36

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

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

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

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

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

**BEING** more particularly described on Schedule "A" attached hereto and made a part hereof.

**BEING AND INDENTED TO BE** the same premises conveyed to the party of the first part herein by deed from Timothy O'Mara and Doreen Germond O'Mara, dated August 11, 1995 and recorded in the Office of the Clerk of the County of Westchester on September 14, 1995 in Liber 11237 at page 37.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

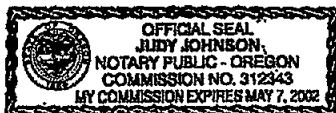
**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

Judy Johnson

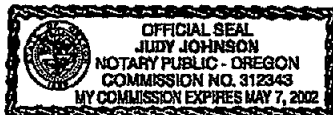
David R. Peter  
David R. Peter

Karen R. Stein  
Karen R. Stein



*Oregon*  
STATE OF NEW YORK, COUNTY OF *Marion* ss.:

On the *28* day of December, 1998, before me personally came David R. Peter to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

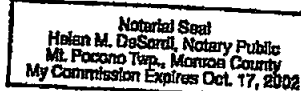


*Judy Johnson*  
Notary Public

*Pennsylvania*  
STATE OF NEW YORK, COUNTY OF *Monroe* ss.:

On the *13th* day of *January, 1999* ~~December, 1998~~, before me personally came Karen R. Stein to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

*Helen M. DeSordi*  
Notary Public



**QUITCLAIM DEED**

Title No.: *FNT 9953485W*

Section: 146.11  
Block: 03.00  
Lot: 013.000  
County or Town: Westchester  
Tax Mailing Address: 19 Richard Place  
Rye, New York 10580

DAVID R. PETER and  
KAREN R. STEIN

to

KAREN R. STEIN

**Return by Mail to:**

David H. Pikus, Esq.  
Bressler, Amery & Ross, P.C.  
17 State Street  
New York, New York 10004  
*212 425 9300*

SCHEDULE "A"

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

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

**RUNNING THENCE** along the division line between Lot Nos. 10 and 11 as shown on said map, South 57 degrees 20 minutes East 90 feet;

**RUNNING THENCE** South 33 degrees 30 minutes West 75.19 feet;





**RUNNING THENCE** North 60 degrees 10 minutes West 80.15 feet to the southeasterly side of Richard Place;

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

North 33 degrees 30 minutes East 37 feet;

North 57 degrees 20 minutes West 10 feet;

North 33 degrees East 42 feet to the point or place of **BEGINNING**.





\*A05699176\*



\*DED2\*

36



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

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

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

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

STAT'Y CHARGE 5.25  
REC'ING CHARGE 12.00  
RECMT FUND 4.75  
EA 5217 25.00  
TP-584 5.00  
CROSS-REF. 0.00  
MISC. \_\_\_\_\_

TOTAL PAID  
52.00

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

LIBER: 12321  
PAGE: 162

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

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

\$ 400000.00  
CONSIDERATION

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

RECEIVED:

TAX AMOUNT \$ 1600.00  
TRANSFER TAX# 0016758

HELD \_\_\_\_\_  
NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: 01

EXAMINED BY LR03 RECORDING DATE 06/25/99

TERMINAL CTRL# 99176A056 TIME 15:13

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

WITNESS MY HAND AND OFFICIAL  
SEAL

*Leonard N. Spano*

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK



THIS INDENTURE, made the 24th day of February, 1999

BETWEEN

Karen R. Stein  
19 Richard Place  
Rye, New York 10580

A056

Deed  
p4  
T36

party of the first part, and

A.

Kenneth J. Mealey and Shelly Ann Mealey, husband & wife  
19 Park Place,  
Portchester, New York 10573

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----  
-----Ten and 00/100 and other and good & valuable consideration dollars  
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the City of Rye, County of Westchester and State of  
New York, said premises being more particularly bounded and  
described on the Schedule "A" Description Rider annexed hereto  
and made a part hereof as if fully set forth herein.

Said premises are also known and designated on the Official Tax Map  
of the City of Rye as Section 146.11, Block 3, Lot 13.

Being and intended to be the same premises as conveyed to the  
party of the first part, by Deed, dated August 11, 1995, and  
recorded in the Westchester County Clerk's Office, Division of  
Land Records on September 14, 1995 in Liber 11237 of Deeds, at  
Page 37, said deed being made by Timothy O'Mara and Doreen  
Germond O'Mara.

Said premises are also known and designated by the street address  
19 Richard Place, Rye, New York 10580.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads  
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all  
the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises  
herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second  
part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first  
part will receive the consideration for this conveyance and will hold the right to receive such consideration as a  
trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to  
the payment of the cost of the improvement before using any part of the total of the same for any other purpose.  
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*Jan. R. Hartman*

*Karen R. Stein*  
Karen R. Stein

Pennsylvania  
STATE OF NEW YORK, COUNTY OF *Monroe* ss:

On the *24th* day of *February* 19 *99*, before me personally came

*Karen R. Stein*

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

*Jean R. Hartman*

Notarial Seal  
Jean R. Hartman, Notary Public  
Tobyhanna Twp., Monroe County  
My Commission Expires Oct. 24, 2000  
Member, Pennsylvania Association of Notaries

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 before me personally came

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

Jean R. Hartman  
Notary Public, Tobyhanna Twp, Monroe County  
State of Pennsylvania, Commission Expires  
Oct. 24, 2000  
STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw

execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

## BARGAIN AND SALE DEED

WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. *FNT99-53485W*

Karen R. Stein

TO

Kenneth J. Mealey &  
Shelly Ann Mealey

Standard Form of New York Board of Title Underwriters  
Distributed by  
COMMONWEALTH LAND TITLE INSURANCE COMPANY



Commonwealth

SECTION 146.11  
BLOCK 3  
LOT 13

~~COUNTY OF MONROE~~ City of Rye  
STREET ADDRESS 19 Richard Place  
Rye, New York 10580

Recorded at Request of  
COMMONWEALTH LAND  
TITLE INSURANCE COMPANY

RETURN BY MAIL TO

John R. Kibbe, Esq.  
1961 Commerce Street  
Yorktown Heights, NY 10598

B-3210  
RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A DESCRIPTION

Title No.: 9910-00171

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

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

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

RUNNING THENCE South 33 Degrees 30' West 75.19 feet;

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

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

North 33 Degrees 30' East 37 feet;

North 57 Degrees 20' West 10 feet;

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

---

---



# CITY COUNCIL AGENDA

NO. 9

DEPT.: City Manager's Office

DATE: September 14, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Public Hearing to amend local law Chapter 191, Vehicles and Traffic, of the Rye City Code, Section 191-19, "No parking any time", to prohibit parking on the north side of Hewlett Avenue and the north side of Osborn Road.

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER	191
SECTION	19.1

**RECOMMENDATION:** That the City Council hold a Public Hearing to approve the changes on Hewlett Avenue and Osborn Road as recommended by the Traffic and Pedestrian Safety Committee.

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

**BACKGROUND:** A recommendation has been made by the Traffic and Pedestrian Safety Committee to prohibit parking on the following:

- Hewlett Avenue - no parking on the east side from Forest Avenue to a point 50 feet north of the southerly crosswalk to Milton School at the exit of their driveway
- Osborn road – no parking on the north side from Boston Post Road to the entrance driveway to Osborn School.

See attached.

§ 191-19. **No parking any time.**

The parking of vehicles is hereby prohibited in all of the following locations:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
-----------------------	-------------	-----------------

*\*Promulgated by City Manager  
with approval of City Council.*

Hewlett Avenue	East	From the crosswalk opposite the southerly entrance of the driveway which runs along the easterly side of Milton School for a distance of 50 feet northerly
Hewlett Avenue	East	From Forest Avenue to a point 50 feet north of the southerly cross walk to Milton School at the exit of their driveway
Osborn Road	North	Between Theall Road and the Harrison line
Osborn Road	South	Between Boston Post Road and the Harrison line
Osborn Road	North	From Boston Post Road to the entrance driveway to the Osborn School



# CITY COUNCIL AGENDA

NO. 10

DEPT.: City Manager

DATE: September 14, 2016

CONTACT: Marcus Serrano, City Manager

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

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER  
SECTION

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

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

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

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

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

See attached documentation from Crown Castle:

Documents provided regarding the request

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

Regarding Requested Changes to the Agreement with the City of Rye

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

Regarding the Request for additional locations in the City of Rye

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



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

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

June 24, 2016

**BY ELECTRONIC MAIL**

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

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

Dear Ms. Wilson:

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

**Crown Submissions to the City**

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

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

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





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

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

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

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

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

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

Very truly yours,

  
Christopher B. Fisher

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

# Short Environmental Assessment Form

## Part 1 - Project Information

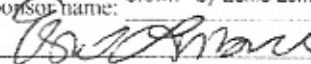
### Instructions for Completing

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

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

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

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

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

Project:

Date:

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

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

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

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



Project: Date: 

### ***Short Environmental Assessment Form***

#### ***Part 3 Determination of Significance***

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

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

---

 Name of Lead Agency

---

 Date

---

 Print or Type Name of Responsible Officer in Lead Agency

---

 Title of Responsible Officer

---

 Signature of Responsible Officer in Lead Agency

---

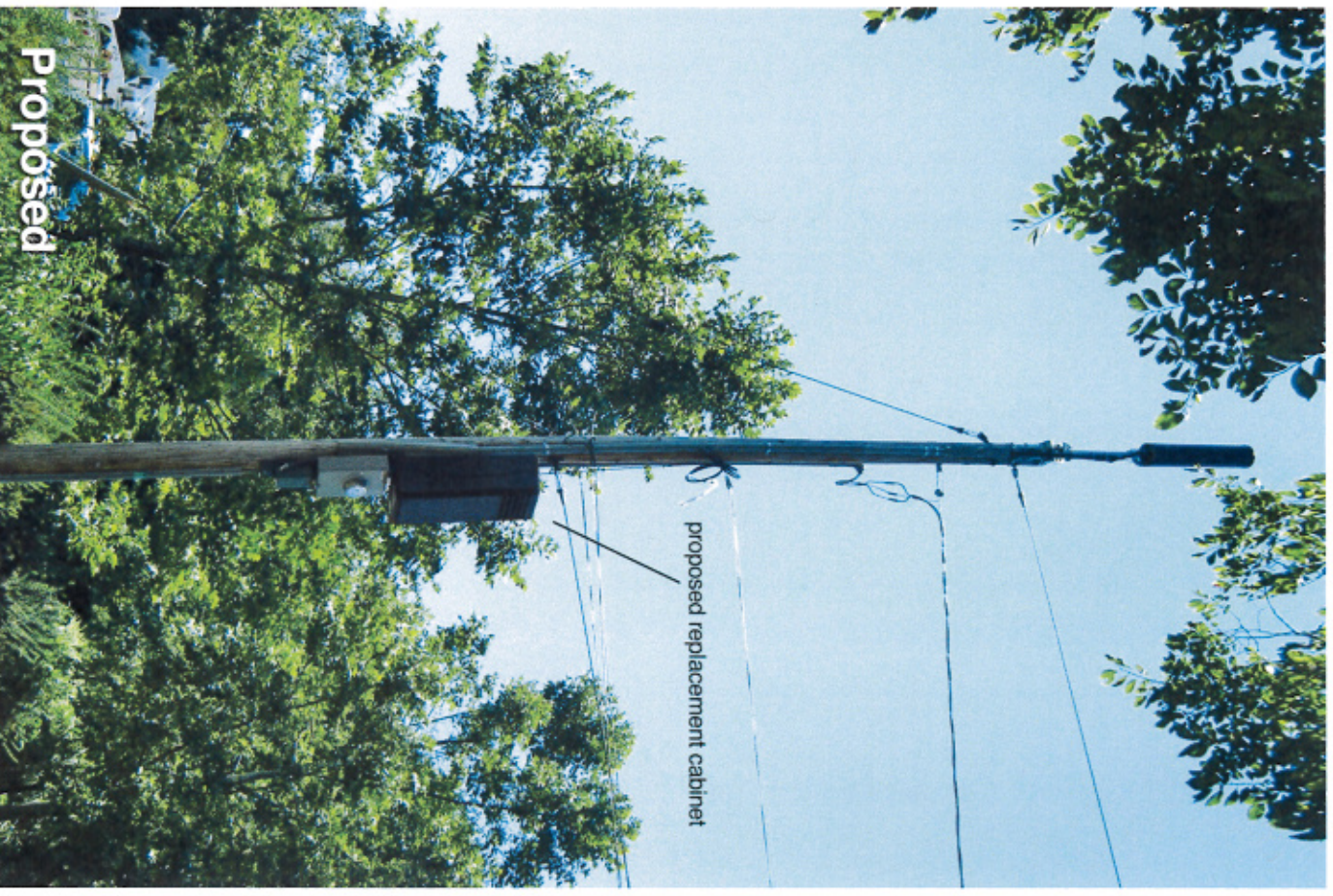
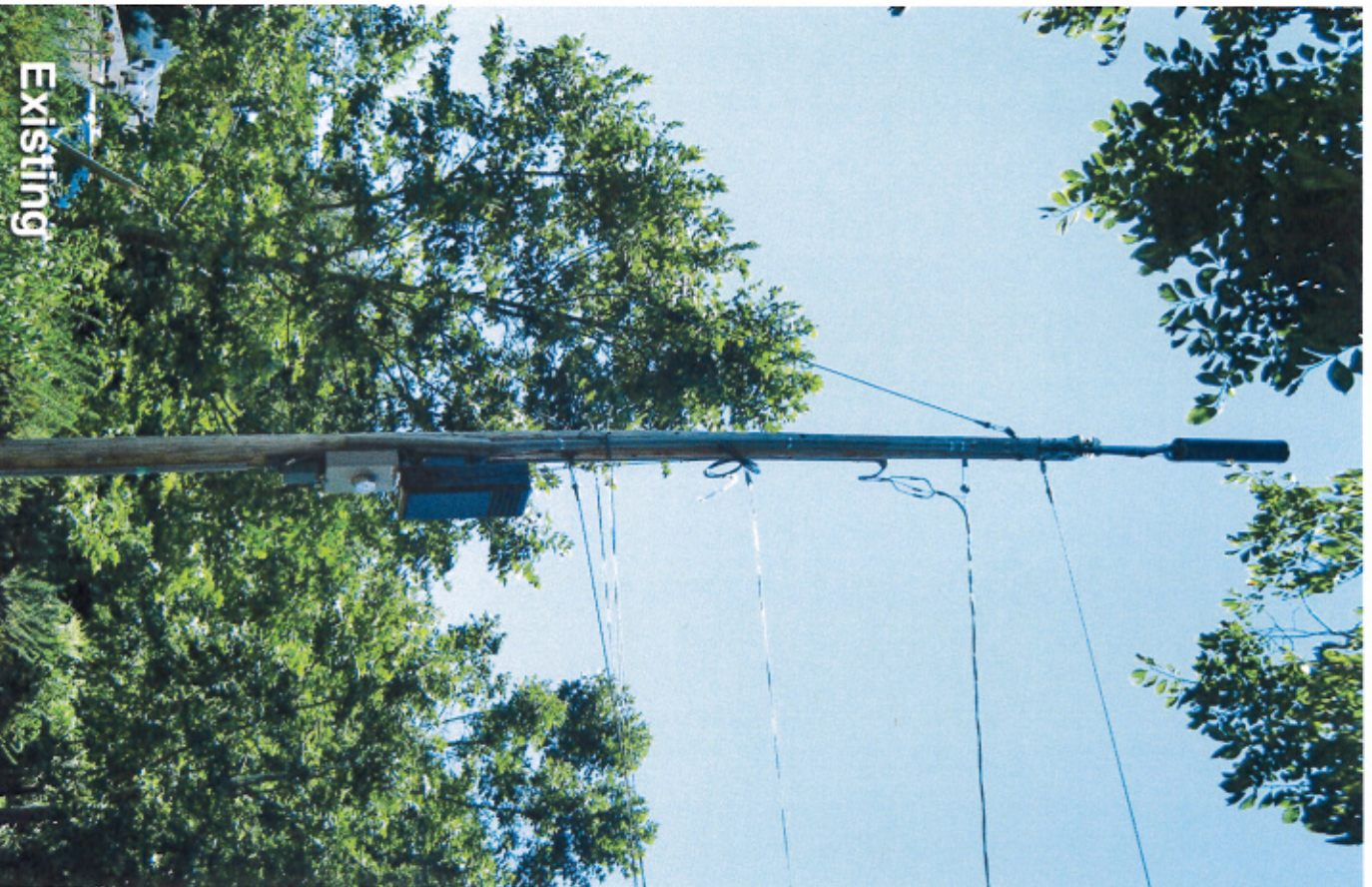
 Signature of Preparer (if different from Responsible Officer)

4/6/2016

# Crown Castle Proposed and Existing Locations in City of Rye







proposed replacement cabinet

Existing

Proposed

### Pole Top 3



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

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



Rye_2	ODAS_WEST_N253	Rye_2_028	NYT 58S	Wood Pole Top	40.965131	-73.686488	444 Milton Rd
Rye_2	ODAS_WEST_N254	Rye_2_029	8	Wood Pole Top	40.965159	-73.684331	78 Elmwood Ave
Rye_2	ODAS_WEST_N255	Rye_2_030	11	Commzone	40.963749	-73.682672	339 Rye Beach Ave
Rye_2	ODAS_WEST_N256	Rye_2_031	W57	Wood Pole Top	40.964766	-73.681298	511 Forest Ave
Rye_2	ODAS_WEST_N258	Rye_2_033	N/A	Wood Pole Top	40.963471	-73.695140	110 Oakland Beach Ave
Rye_2	ODAS_WEST_N260	Rye_2_035	W4	Wood Pole Top	40.959633	-73.693772	12 Byrd St
Rye_2	ODAS_WEST_N261	Rye_2_036	NYT 8	Commzone	40.960694	-73.691962	19 Hix Ave
Rye_2	ODAS_WEST_N262	Rye_2_037	N/A	Wood Pole Top	40.962217	-73.688585	530 Milton Rd
Rye_2	ODAS_WEST_N264	Rye_2_039	7	Wood Pole Top	40.961629	-73.683708	387 Oakland Beach Ave
Rye_2	ODAS_WEST_N265	Rye_2_040	W13	Commzone	40.959945	-73.683144	630 Forest Ave
Rye_2	ODAS_WEST_N266	Rye_2_041	26A	Wood Pole Top	40.962348	-73.691238	1 Rose St
Rye_2	ODAS_WEST_N267	Rye_2_042	6	Commzone	40.960442	-73.685816	53 Dearborn Ave
Rye_2	ODAS_WEST_N269	Rye_2_044	T78	Commzone	40.959940	-73.688288	2 Garden Dr
Rye_2	ODAS_WEST_N270	Rye_2_045	8	Wood Pole Top	40.958612	-73.685862	4 Fairlawn Ct
Rye_2	ODAS_WEST_N271	Rye_2_046	N/A	New	40.957462	-73.684092	717 Forest Ave
Rye_2	ODAS_WEST_N275	Rye_2_050	4	Wood Pole Top	40.954555	-73.687069	21 Green Ave
Rye_2	ODAS_WEST_N276	Rye_2_051	N/A	Wood Pole Top	40.955742	-73.685681	15 Valleyview Ave
Rye_2	ODAS_WEST_N278	Rye_2_053	6	Wood Pole Top	40.952667	-73.687736	11 Halls Ln
Rye_2	ODAS_WEST_N279	Rye_2_054	NYT 8	Commzone	40.951041	-73.684584	5 Pine Island Rd
Rye_2	ODAS_WEST_N280	Rye_2_055	5	Wood Pole Top	40.961833	-73.693775	10 White Birch Dr
Rye_2	ODAS_WEST_N281	Rye_2_056	T86	Commzone	40.957526	-73.689085	650 Milton Rd
Rye_2	ODAS_WEST_N282	Rye_2_057	N/A	New	40.941949	-73.696417	499 Stuyvesant Ave
Rye_2	ODAS_WEST_N284	Rye_2_059	W14 L330	Wood Pole Top	40.948151	-73.692038	230 Stuyvesant Ave
Rye_2	ODAS_WEST_N285	Rye_2_060	NYT 16	Commzone	40.950422	-73.691306	150 Stuyvesant Ave
Rye_2	ODAS_WEST_N287	Rye_2_062	T118	Commzone	40.948508	-73.688398	999 Forest Ave
Rye_2	ODAS_WEST_N288	Rye_2_063	31	Commzone	40.946246	-73.693019	290 Stuyvesant Ave
Rye_2	ODAS_WEST_N289	Rye_2_064	T 97	Commzone	40.955003	-73.690219	740 Old Milton Rd

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

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

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

## 1 General

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

## 2 Test Setup

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

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

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

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

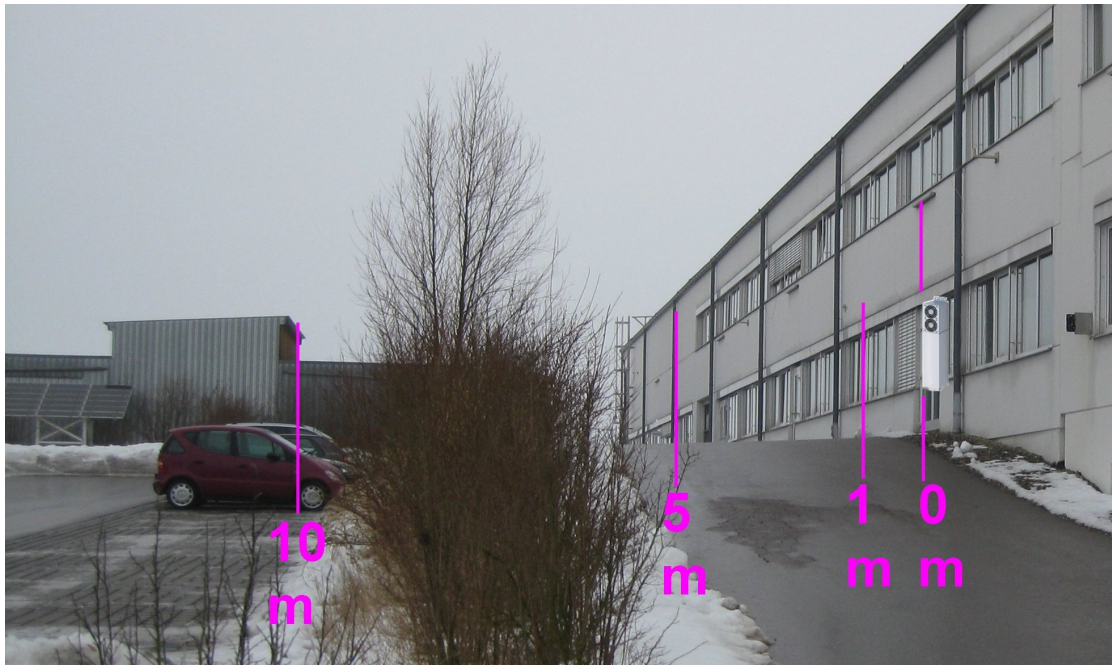
Measurement tolerance  $\pm 2$  dB.



Indoor measurement setup.



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



Outdoor measurement setup.

### 3 Measurement Results

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

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

The lower curve ( $0^{\circ}\text{C}$  and 46dBm output power) represents the noise emission for the lowest fan speed, i.e. it represents the lowest possible noise from the remote unit.

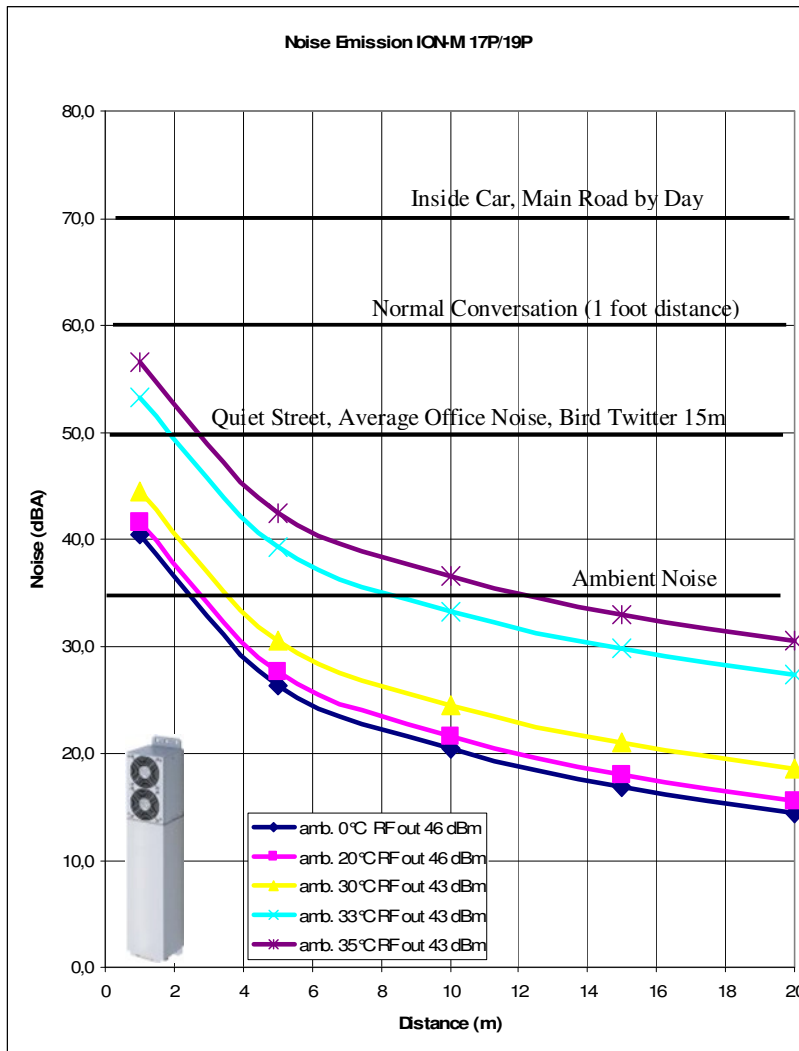
The ambient noise floor is at around 35 dBA. Measurements were possible only to this limit. Values below the ambient noise were calculated according to standard acoustic calculations (<http://www.sengpielaudio.com/calculator-distance.htm>). 35dBA corresponds to a “very quiet room fan at low speed at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

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



Title:	Noise Emission From ION-M 17P/19P	Doc-No.:	
File:	Noise Emission ION-M_RevA.doc	Rev.:	A
Distribution:	NextG	Security:	confidential

Author:	Arndt Pischke	Date:	2010-03-22
Responsible:		Department:	AMBG – R&D

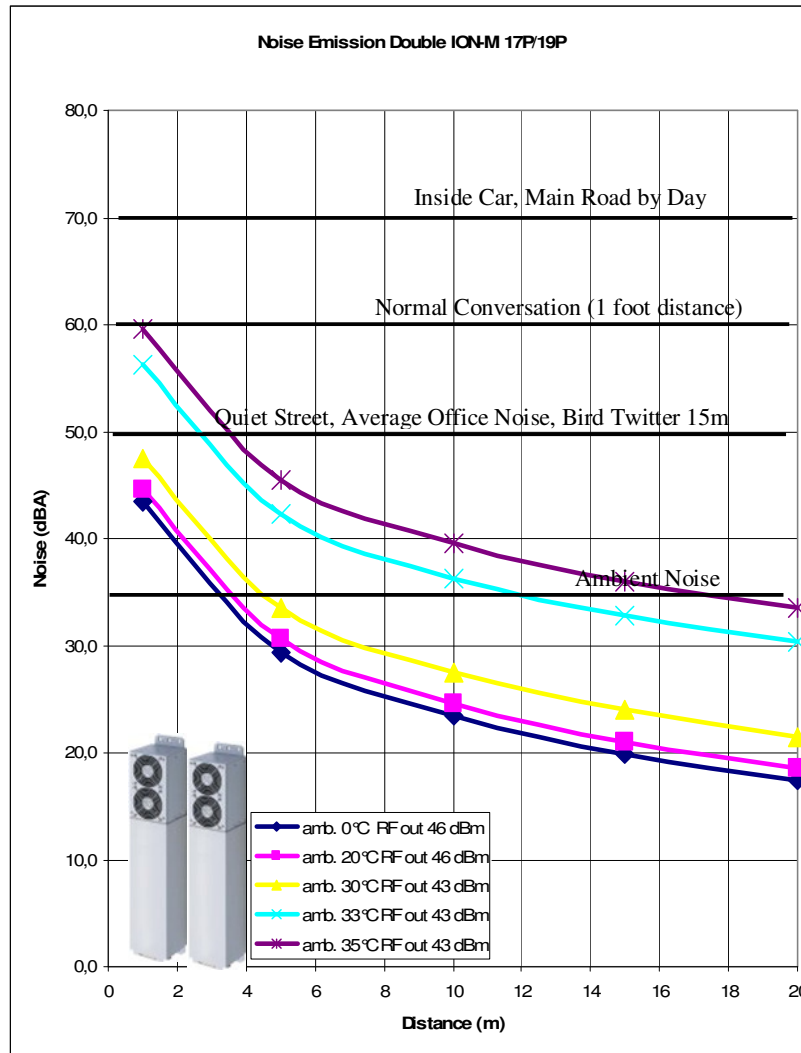


Title:	Noise Emission From ION-M 17P/19P	Doc-No.:	
File:	Noise Emission ION-M_RevA.doc	Rev.:	A
Distribution:	NextG	Security:	confidential
Author:	Arndt Pischke	Date:	2010-03-22
Responsible:		Department:	AMBG – R&D

The following graph shows the sound pressure level of *two* ION-M 17P/19P remote units. Also here the difference between measurement with and without shroud are neglectable.

The crossing of the worst case noise from the 2 ION remotes with the noise floor is at 17 meters. At that distance the ION noise is not longer hearable by a person.

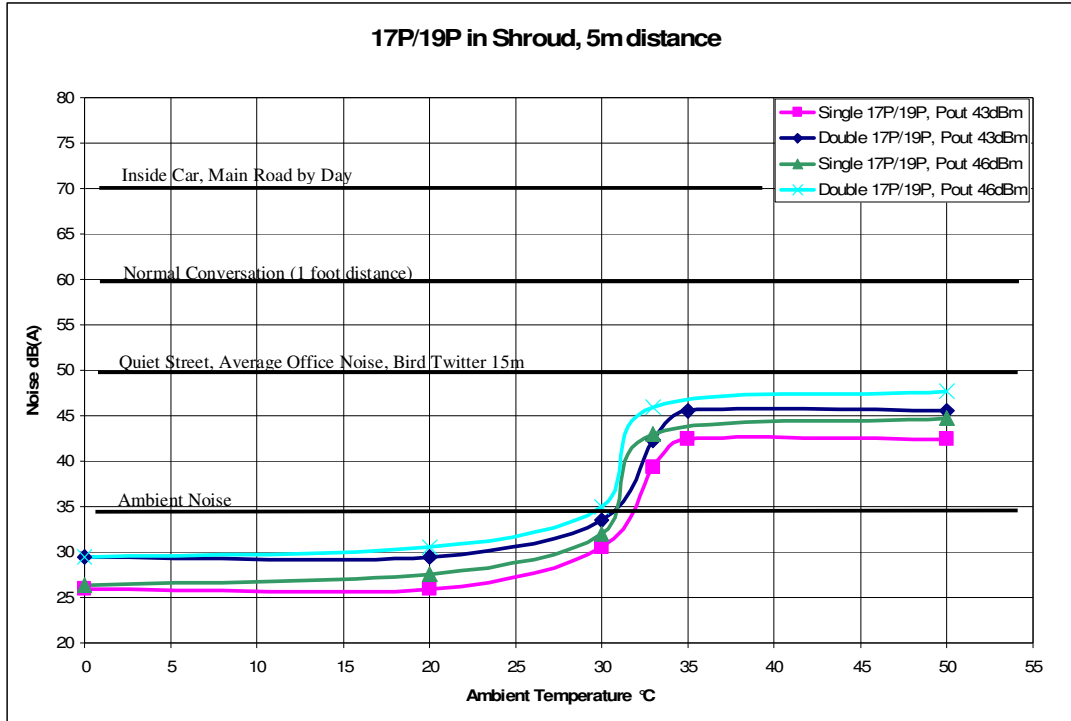
The lowest curve represents the noise emission at the slowest fan speed. I.e. at a distance of 3 meters the 2 ION remote units are not hearable.



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

The following graph displays the noise measurements of one or two remote units in a shroud at a distance of 5 meters.

At that distance the IONs become hearable by a person at around 30°C (hot summer day).



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

## 4 References

### How loud is dangerous? Typical dbA levels

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

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

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

Important thresholds on the decibel scale:

0 dBA

Threshold of hearing

20 dBA

Rustling leaves, quiet living room

30 dBA

Quiet office

40 dBA

Quiet conversation

45 dBA

Threshold of distraction, according to EPA

50 dBA

Quiet street, average office noise

60 dBA

Normal conversation (1 foot distance)

70 dBA

Inside car

75 dBA

Loud singing (3 feet)

80 dBA

Typical home-stereo listening level

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



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

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

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



# RF Radiation Comparison

Between a Typical DAS Node and Typical Household Appliances

February 6, 2012

Prepared by: Crown Castle USA



## Table of Contents

I. Executive Summary.....	1
1. Introduction.....	2
2. Background.....	3
3. Theoretical RF Field Calculations for DAS Node.....	6
4. Theoretical RF Field Calculations for Typical Household Appliances.....	12
4.1 Microwave Oven.....	12
4.2 Cellular Phones.....	15
4.3 Wireless LAN.....	22
4.4 Cordless Phones.....	27
5. Power Density Comparison between a DAS Node and Typical Household Electronics.....	30
Attachment A - Writer's Bio.....	32





## 1. Introduction

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

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

---

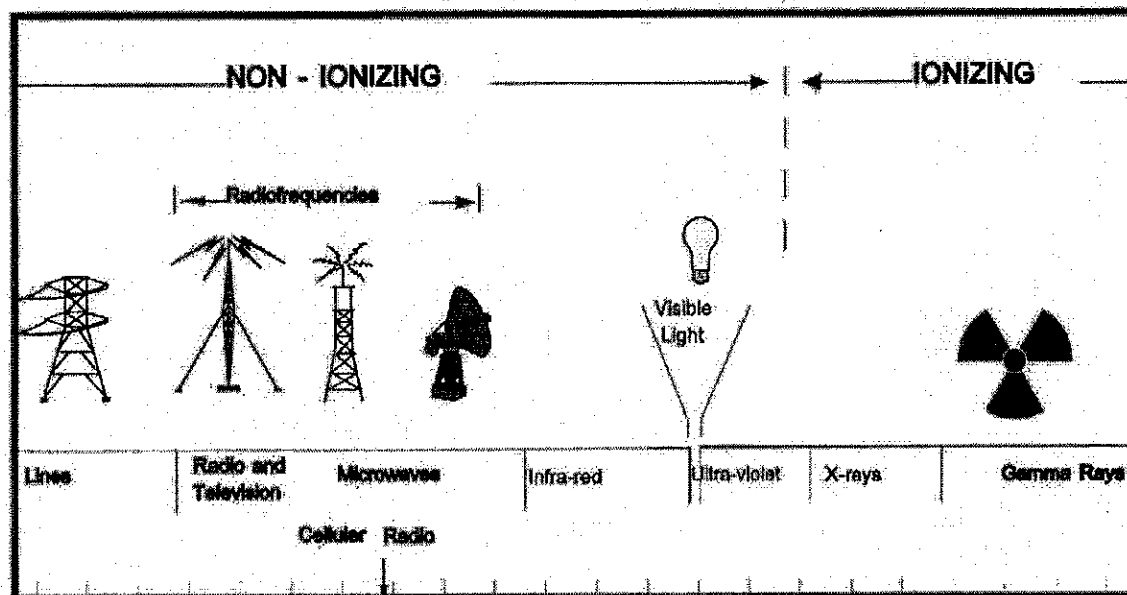
<sup>1</sup> - Electromagnetic Radiation (EMR) is defined as the propagation of energy through space in the form of waves or particles.

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

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

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

## Exhibit 1.1 - The Electromagnetic Spectrum



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

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

## 2. Background

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

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

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

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

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

---

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

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

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

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

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

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

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

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

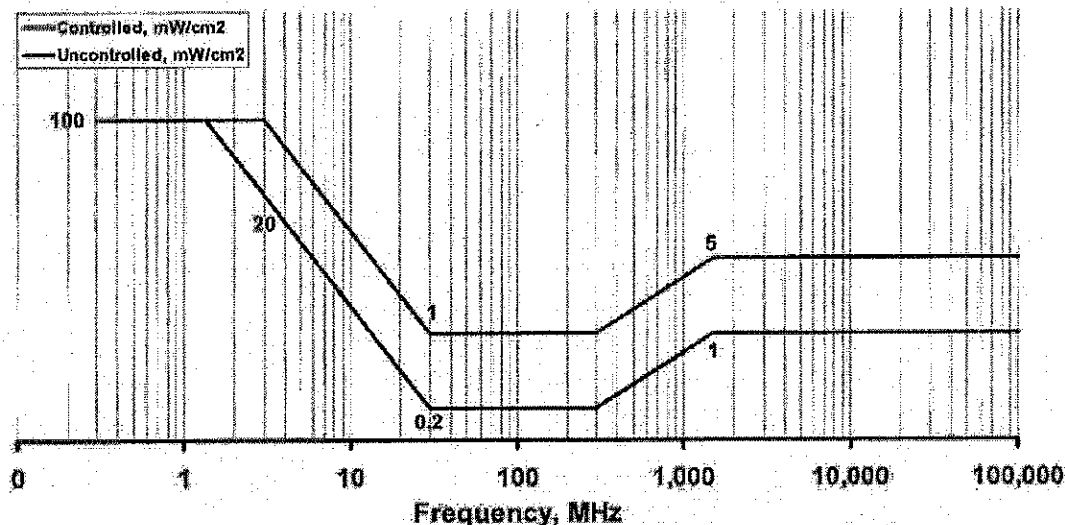
Band	Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time  E ,  H  or S (minutes)
1	0.3-1.34	614	1.63	(100)*	30
2	1.34-30	824/f	2.19/f	(180/f <sup>2</sup> )*	30
3	30-300	27.5	0.073	0.2	30
4	300-1500	--	--	f/1500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

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

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

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

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



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

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

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

The calculations are based on the following information:

- i. Effective Radiated Power (ERP) in Watts

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

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

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

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

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

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

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

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

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

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



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

ERP = 200 Watts (max./Sector) @ F = 1920 - 1970 MHz Decibel HBV-6517DS-TOM Antenna (typical), DAS Node Height 50 feet AGL General Population MPE = 1000 $\mu\text{W}/\text{cm}^2$				
Depression Angle (Degree)	Gain (dB)	Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )	% MPE @ 6' AGL
-90	-36.06	0	0.009	0.09%
-87	-36.24	2	0.009	0.09%
-84	-35.20	5	0.011	0.11%
-81	-34.47	7	0.013	0.13%
-78	-32.84	9	0.018	0.18%
-75	-31.05	12	0.027	0.27%
-72	-30.89	14	0.027	0.27%
-69	-33.46	17	0.015	0.15%
-66	-46.29	18	0.001	0.01%
-63	-33.81	22	0.012	0.12%
-60	-30.27	25	0.026	0.26%
-57	-35.84	29	0.007	0.07%
-54	-29.20	32	0.029	0.29%
-51	-24.08	36	0.088	0.88%
-48	-30.61	40	0.018	0.18%
-45	-25.04	44	0.058	0.58%
-42	-22.70	49	0.089	0.89%
-39	-25.13	54	0.045	0.45%
-36	-26.67	61	0.028	0.28%
-33	-35.42	68	0.003	0.03%
-30	-34.40	76	0.003	0.03%
-27	-30.09	86	0.007	0.07%
-24	-28.47	99	0.009	0.09%
-21	-21.79	115	0.032	0.32%
-18	-17.92	135	0.057	0.57%
-15	-23.64	164	0.011	0.11%
-12	-18.06	207	0.025	0.25%
-9	-18.59	278	0.012	0.12%
-6	-23.52	419	0.002	0.02%
-3	-3.49	846	0.045	0.45%
0	0.00	oo	<.001	<.001%

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

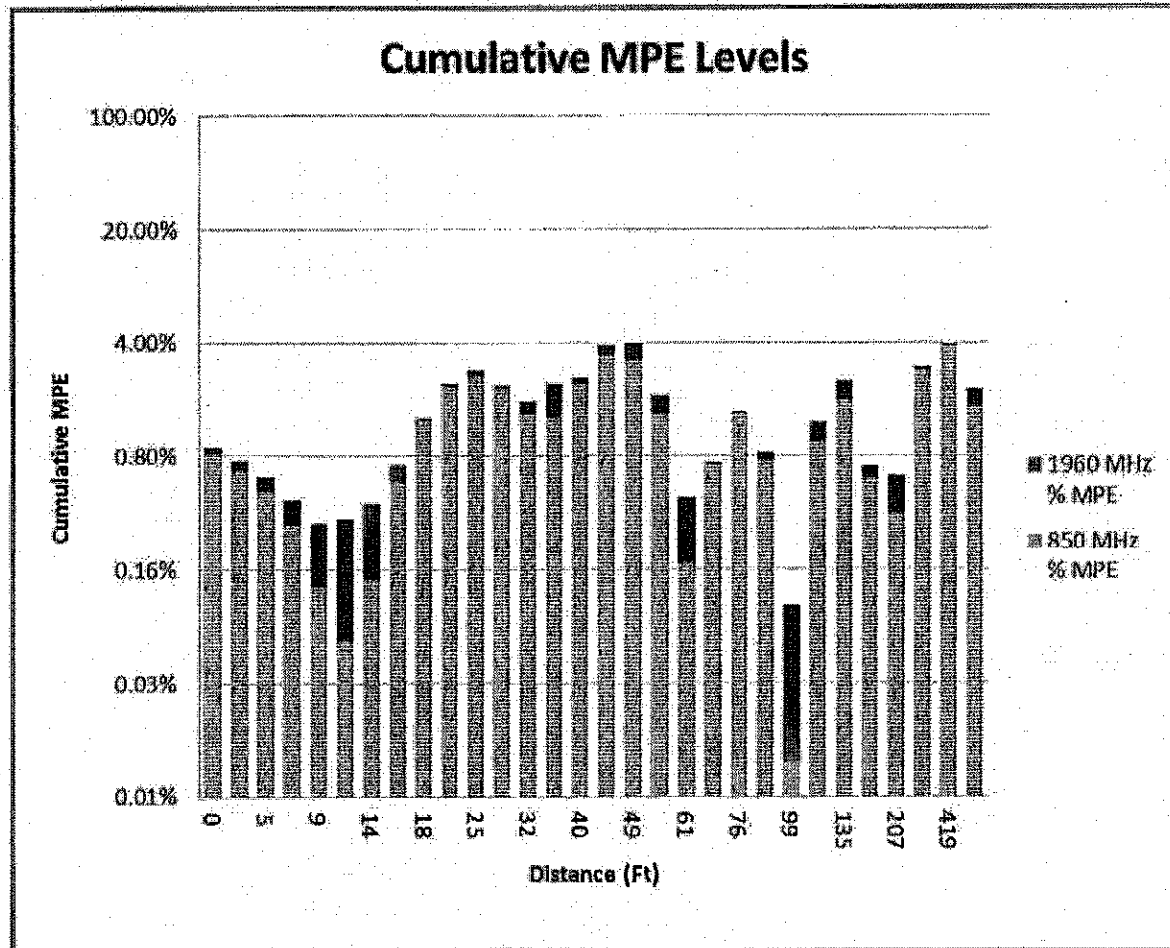
**Exhibit 3.3 - Theoretical Cumulative %MPE Calculation for a DAS Node**

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

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

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

**Exhibit 3.4 - Cumulative % MPE Graph**



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

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

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

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

##### **4.1 Microwave Oven**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 4.2 Cellular Phones

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

### 4.3 Wireless LAN

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

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

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

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

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

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

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



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

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

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

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

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

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

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

ERP = 20 mWatts. @ Frequency = 2400, 3700, 5000 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	718.087
2	1.350
5	0.336
7	0.148
9	0.082
12	0.052
14	0.035
17	0.025
18	0.021
22	0.014
25	0.011
29	0.009
32	0.007
36	0.006
40	0.005
44	0.004
49	0.003
54	0.002
61	0.002
68	0.002
76	0.001
86	0.001
99	0.001
115	0.001
135	0.000
164	0.000
207	0.000
278	0.000
419	0.000
846	0.000

#### 4.4 Cordless Phones

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

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

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

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

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

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

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

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

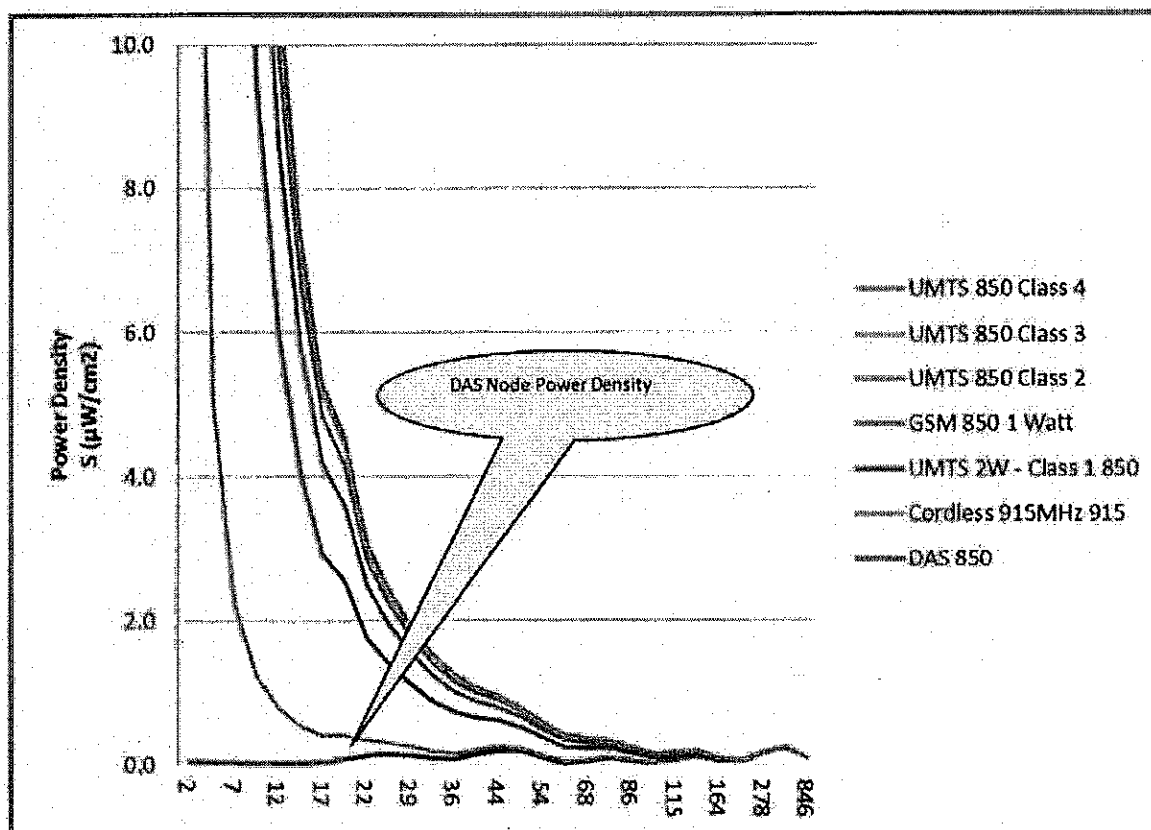
ERP = 0.2 Watts @ F = 2459 MHz	
Horizontal Distance (ft)	Power Density S ( $\mu\text{W}/\text{cm}^2$ )
0	7180.865
2	13.504
5	3.357
7	1.478
9	0.821
12	0.517
14	0.351
17	0.252
18	0.215
22	0.143
25	0.111
29	0.088
32	0.070
36	0.057
40	0.046
44	0.037
49	0.030
54	0.024
61	0.020
68	0.016
76	0.012
86	0.010
99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



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

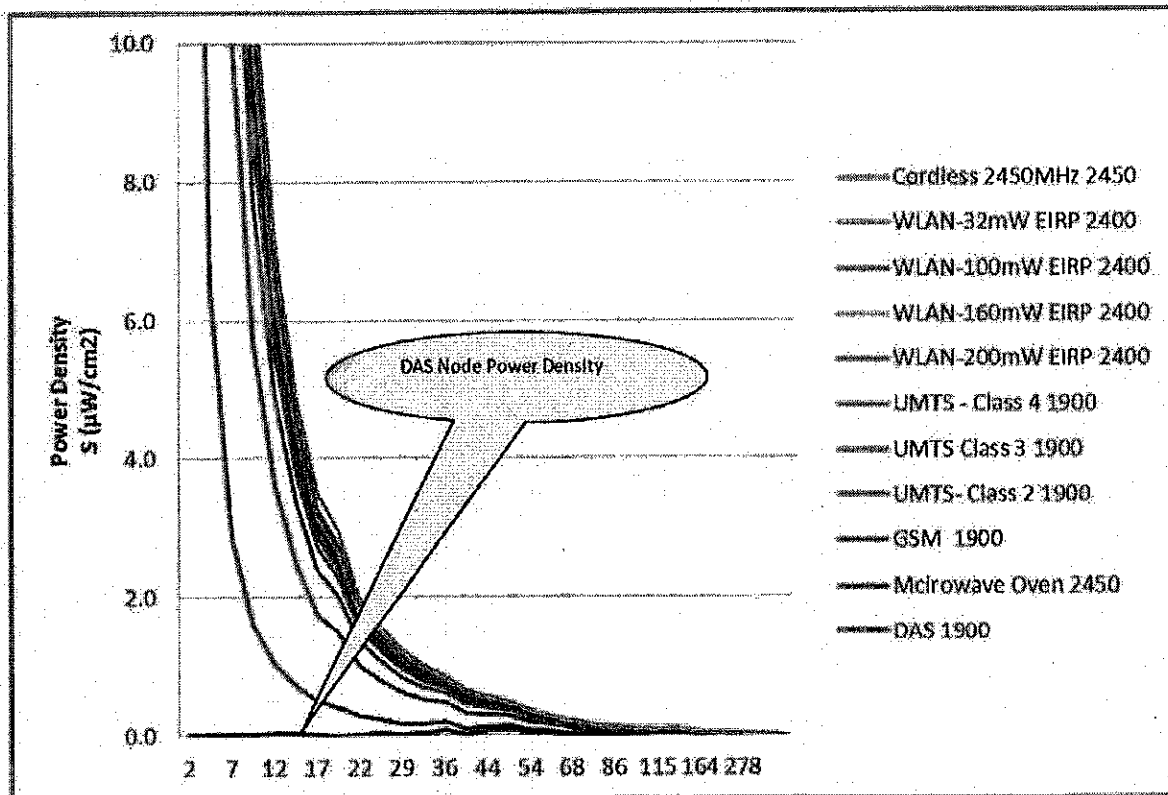
DAS node and typical household electronics emitting RF energy operate in two distant frequency bands, 300-1500 MHz and 1500-100000 MHz<sup>12</sup>. The power density comparison between each of the household devices and the DAS node is shown in Exhibits 5.1 and 5.2

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



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

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



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

## **Attachment A - Writer's Bio**

### **Mehran Nazari**

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



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

**VIA EMAIL AND US MAIL**

April 8, 2016

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

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

Dear Mayor Sack and Rye City Council:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kind Regards,

*Esmé Lombard*

Esmé A. Lombard  
National Real Estate – Contractor  
Crown Castle

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

*City of Rye*

## RIGHT-OF-WAY USE AGREEMENT

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

### RECITALS

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

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

### AGREEMENT

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*if to the City:*

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

*if to NextG:*

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

City: CITY OF RYE, a New York municipal corporation

By: Scott Pickup  
(name typed)

Its: City Manager

Date: February 8, 2011

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

By: Robert L. Delsman  
(name typed)

Its: SVP & General Counsel

Date: February 17, 2011

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

Kristen Wilson, Corporation Counsel

By Kristen Wilson, Deputy City Attorney

Exhibits:

Exhibit A -- Equipment

Approved as to Form  
and Legal Sufficiency:

[Signature]

Signature/Initials

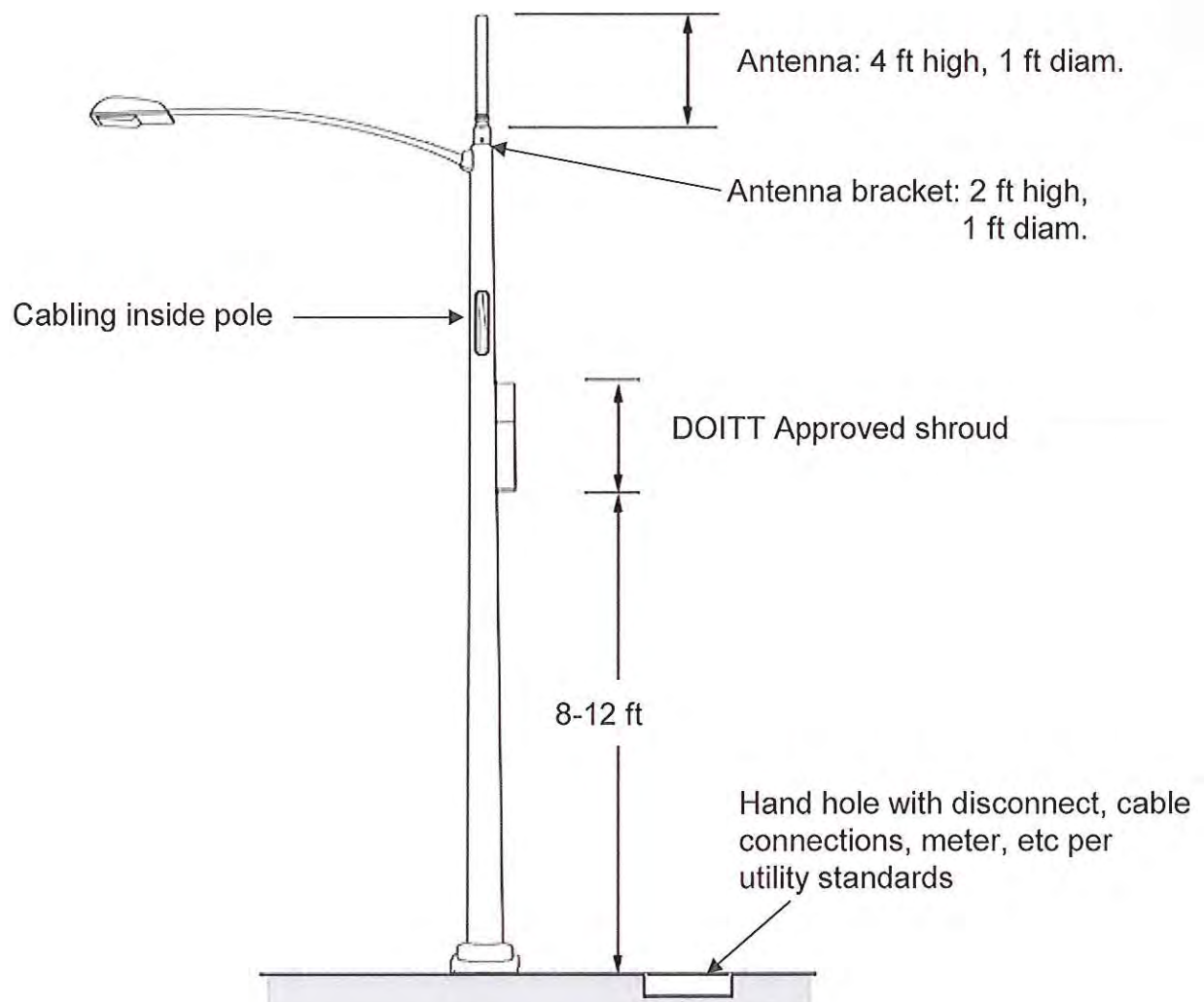
Date: 2/11/2011

# **Exhibit A**

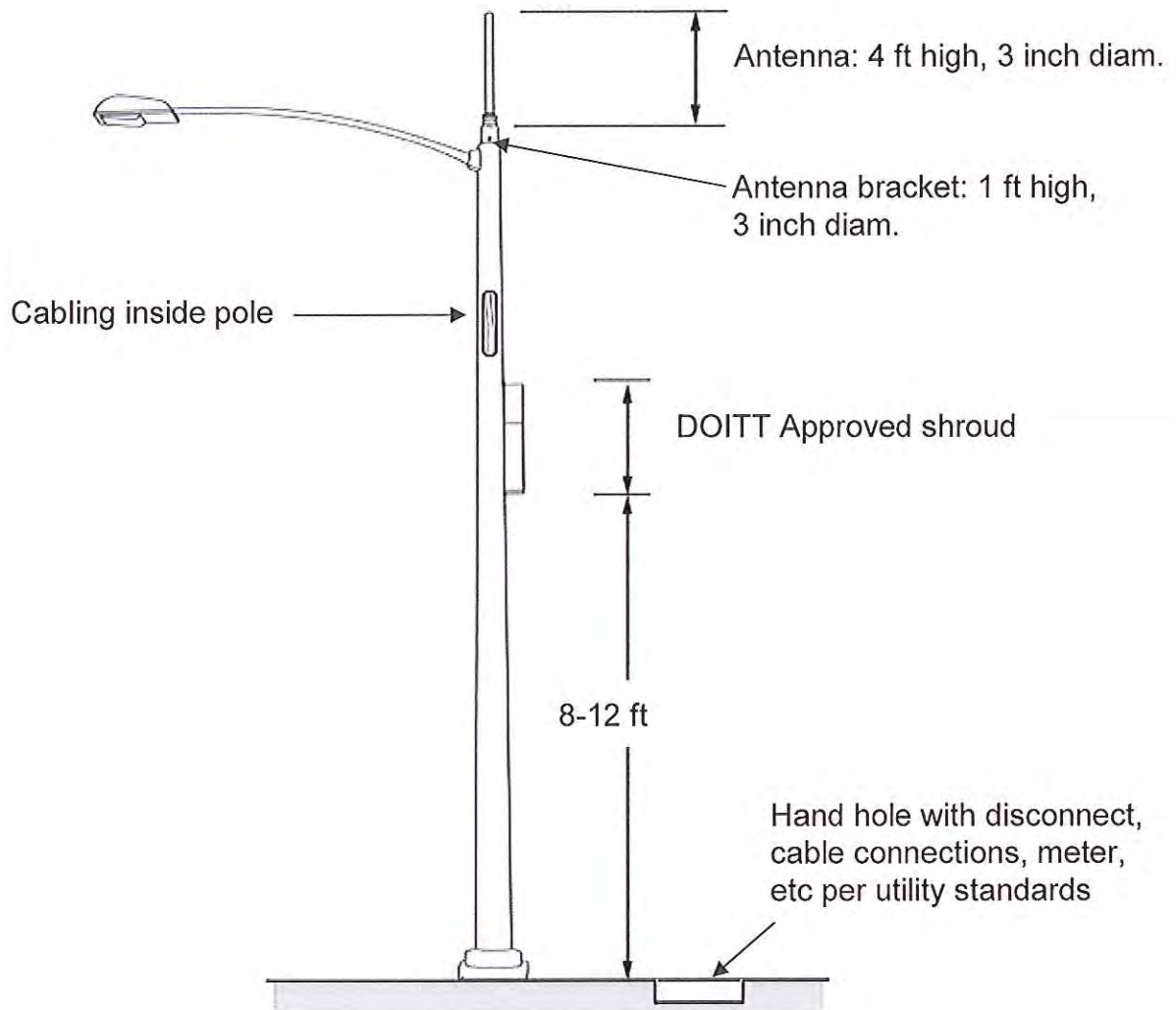
**Westchester, NY**  
**Rev 01-19-2010**



# Street Light Pole

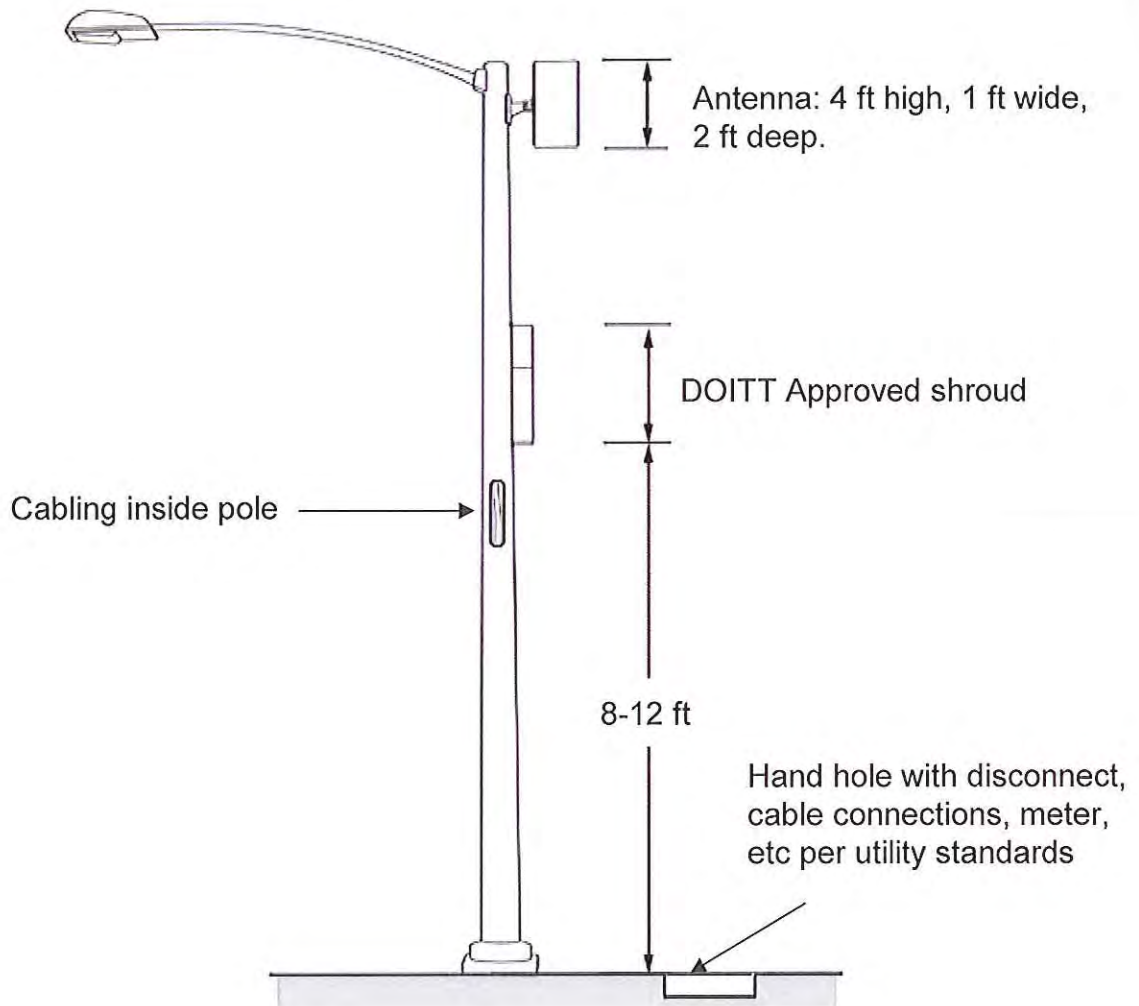


# Street Light Pole



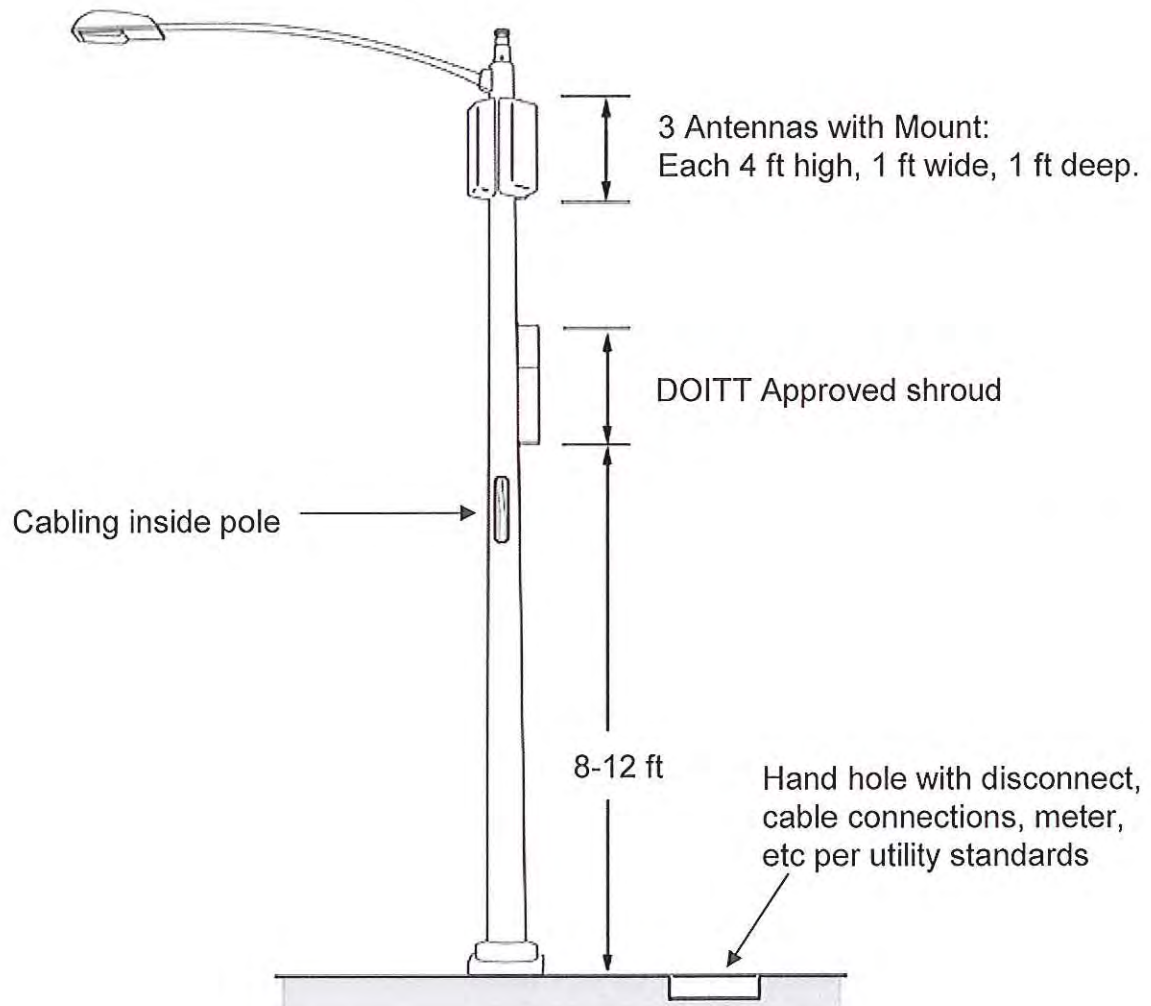


# Street Light Pole

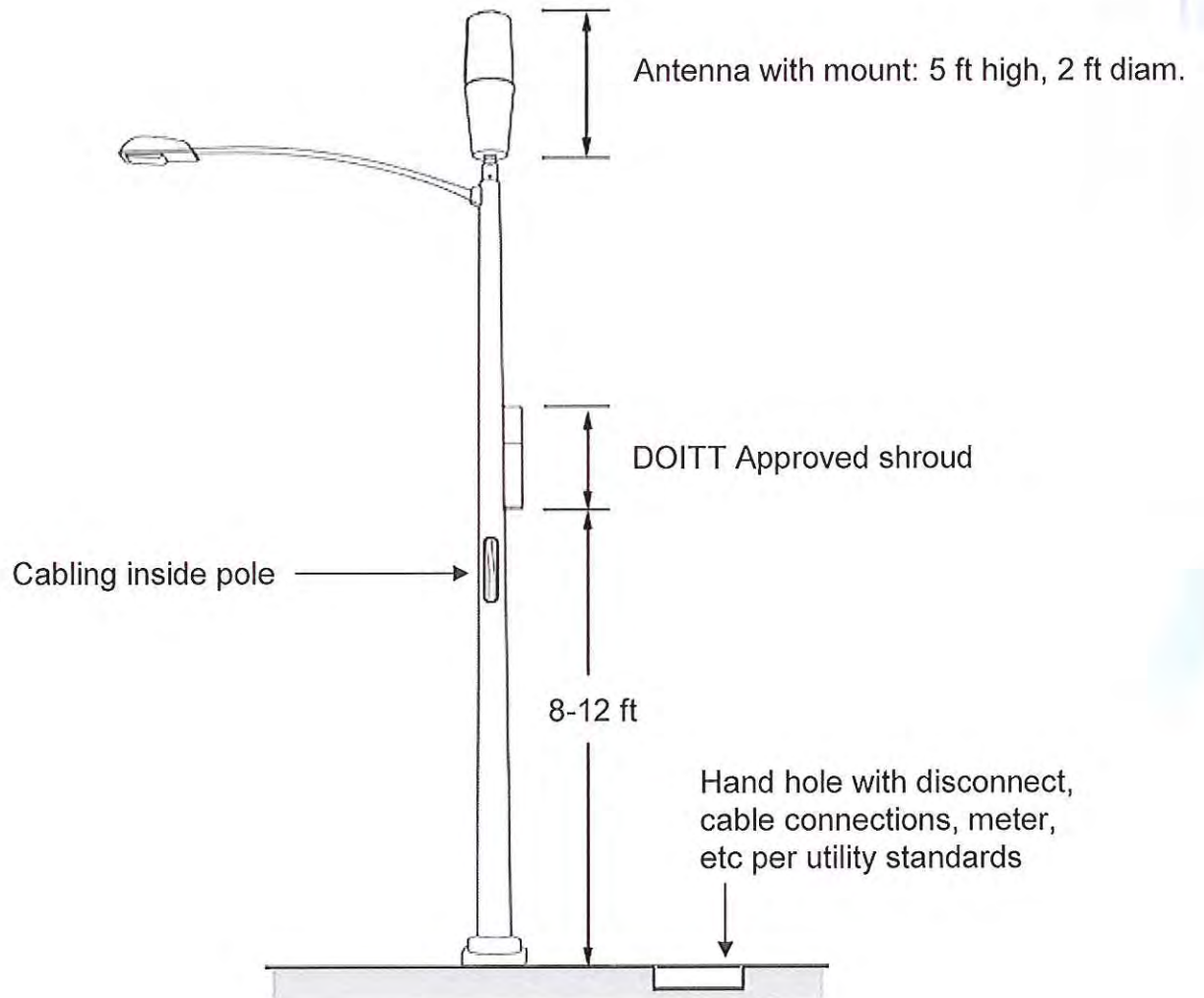




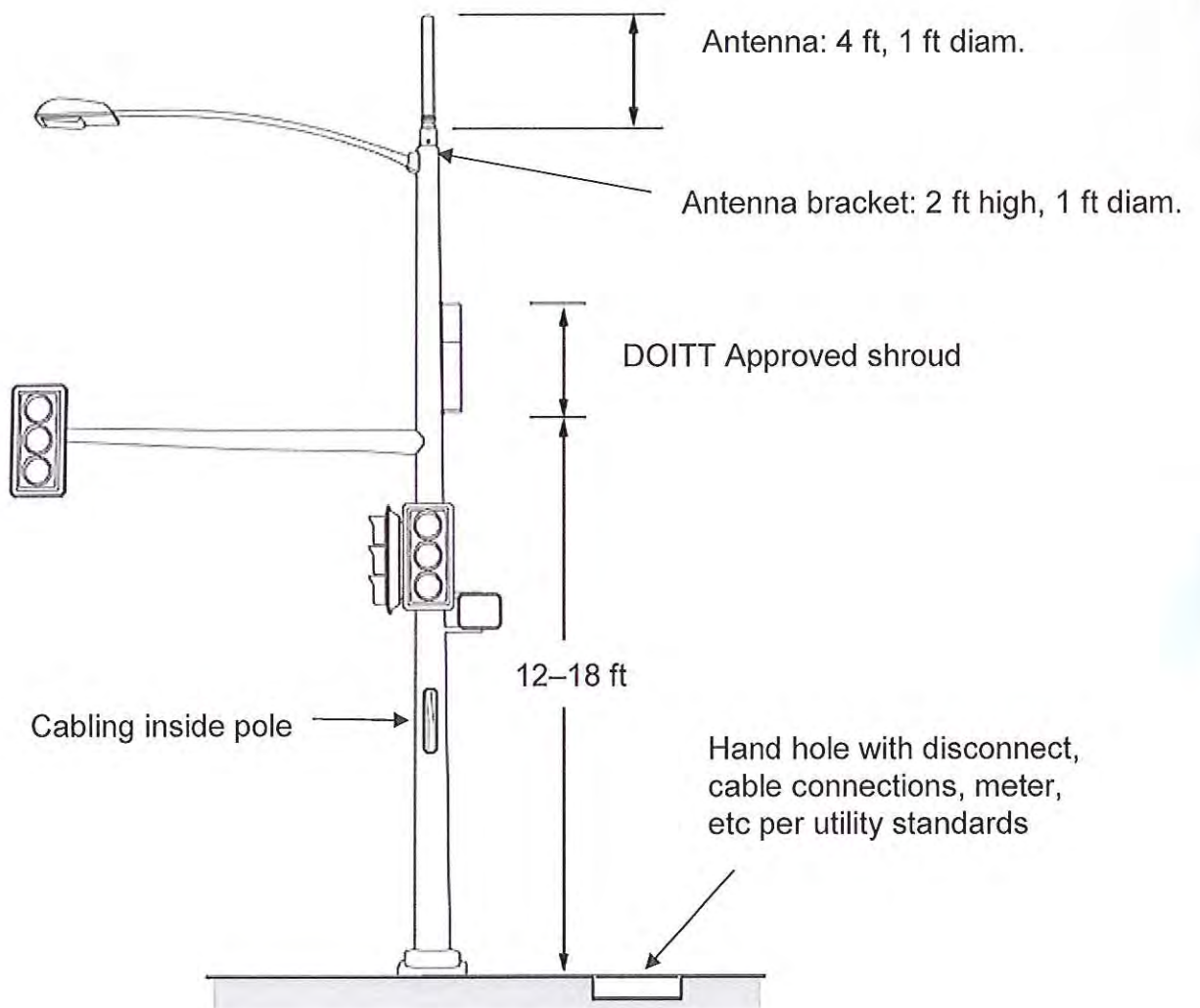
# Street Light Pole



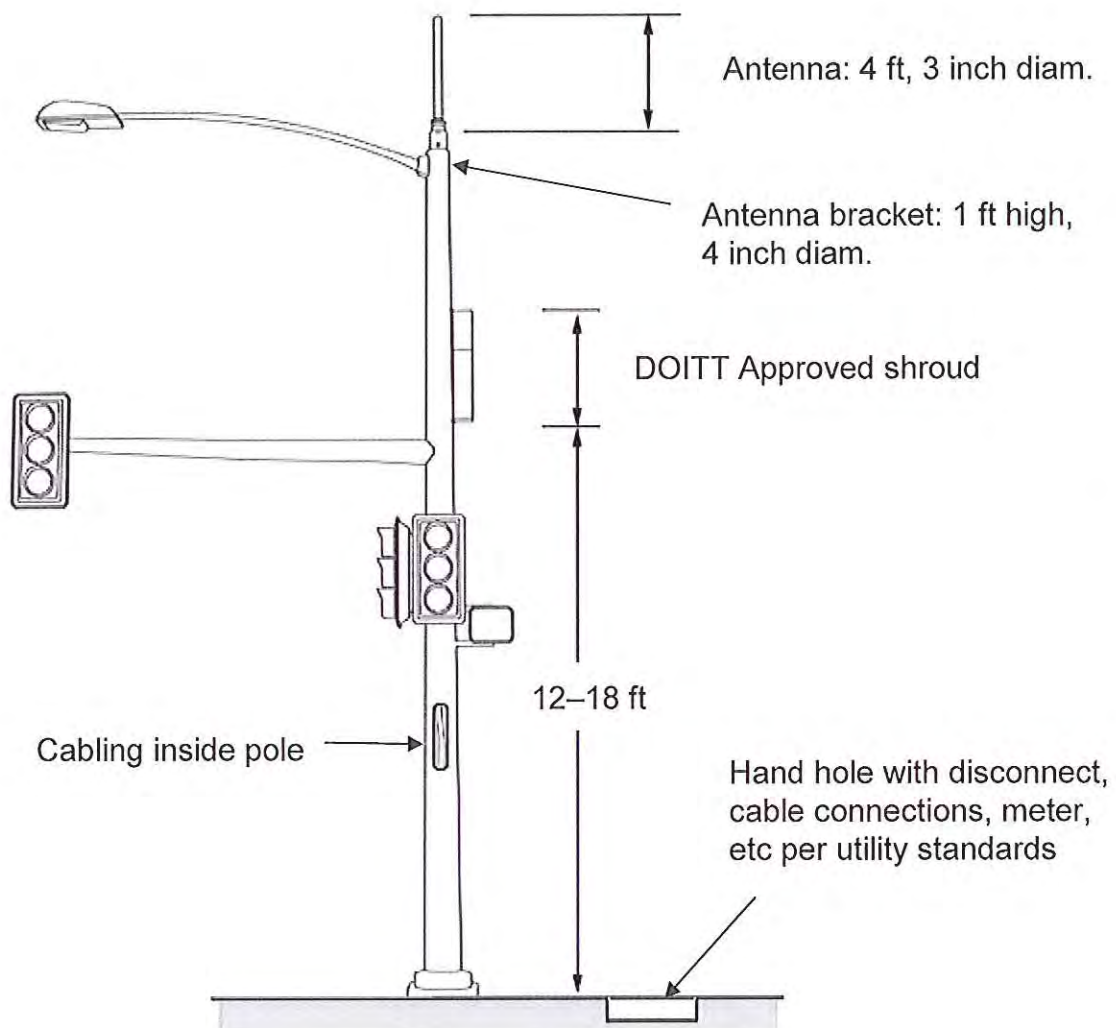
# Street Light Pole



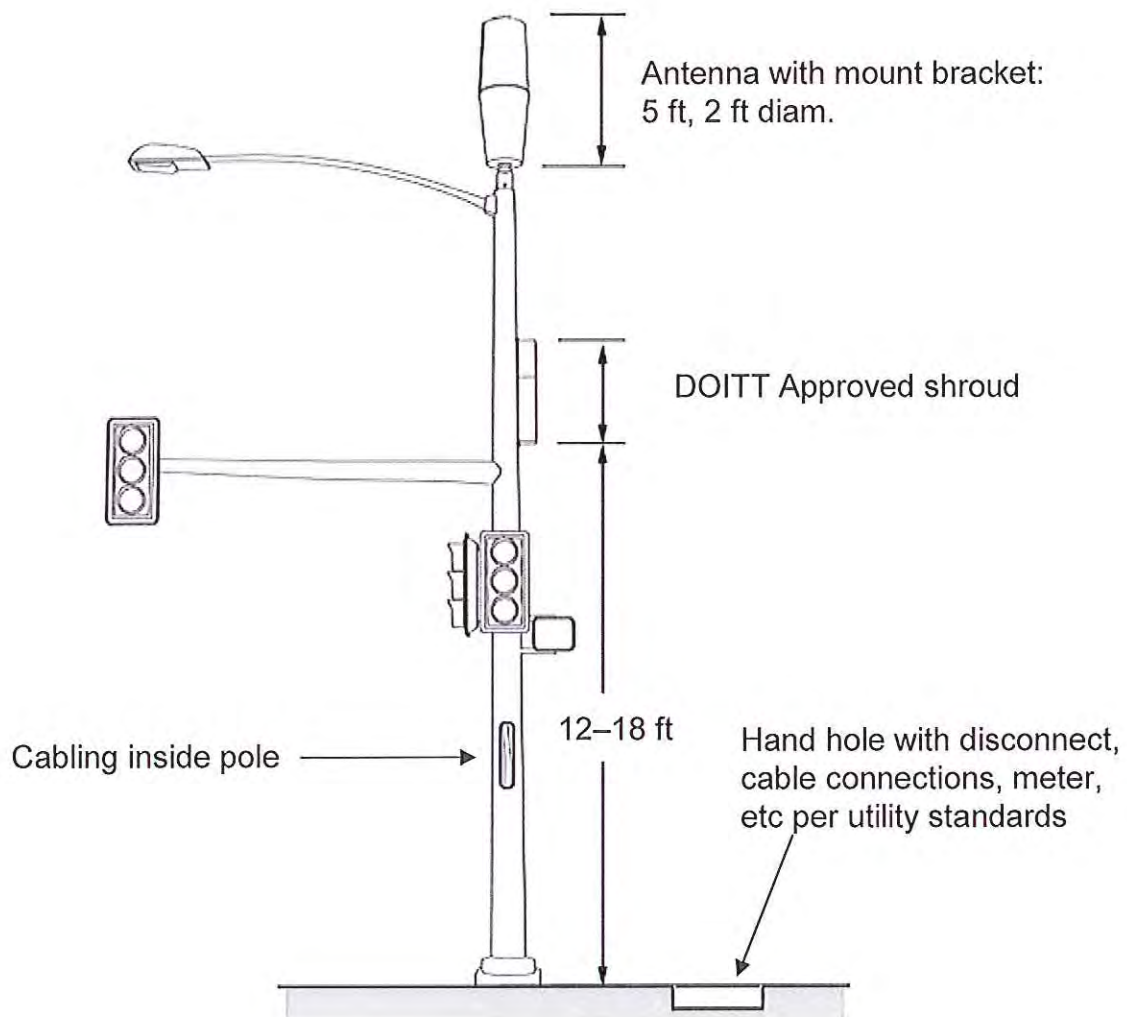
# Traffic Light Pole



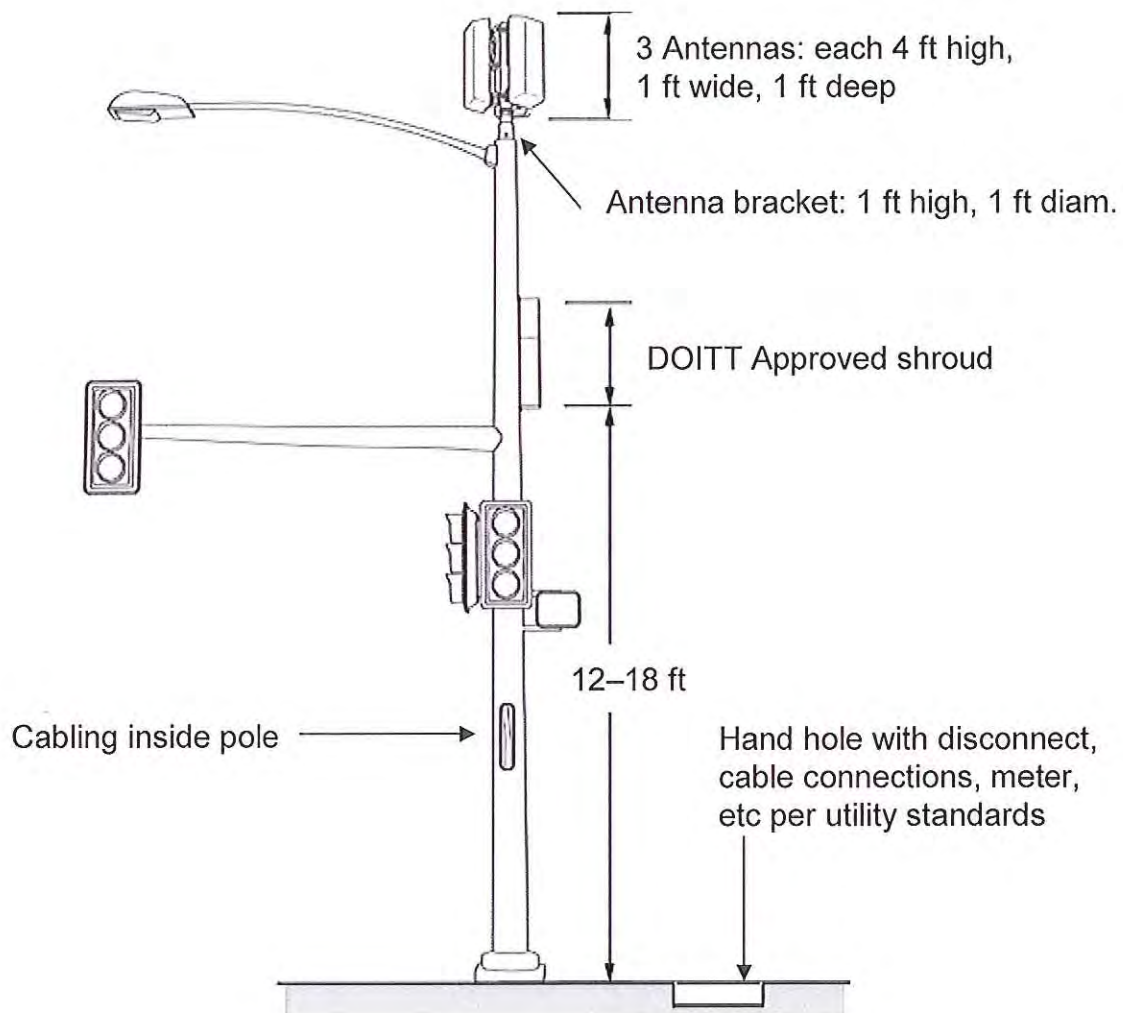
# Traffic Light Pole



# Traffic Light Pole

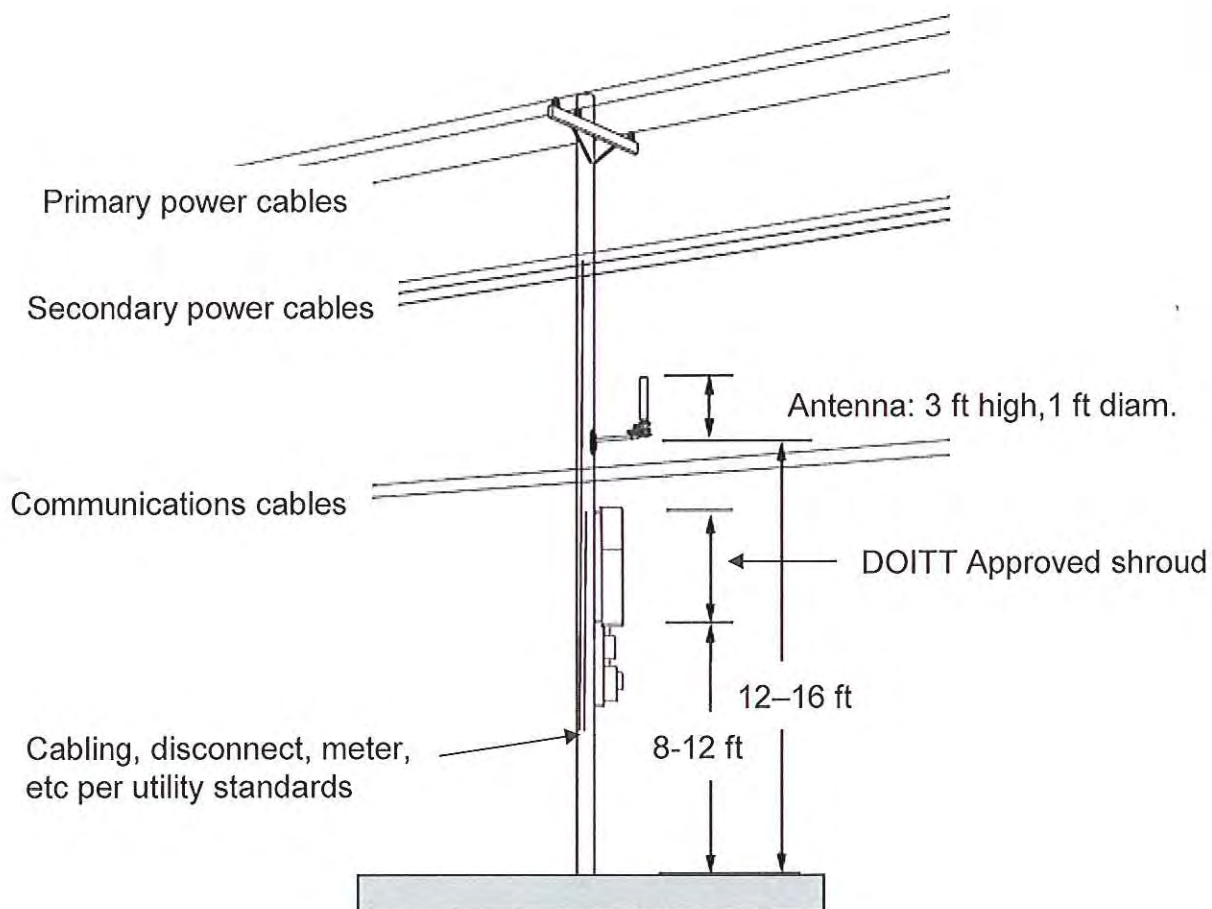


# Traffic Light Pole



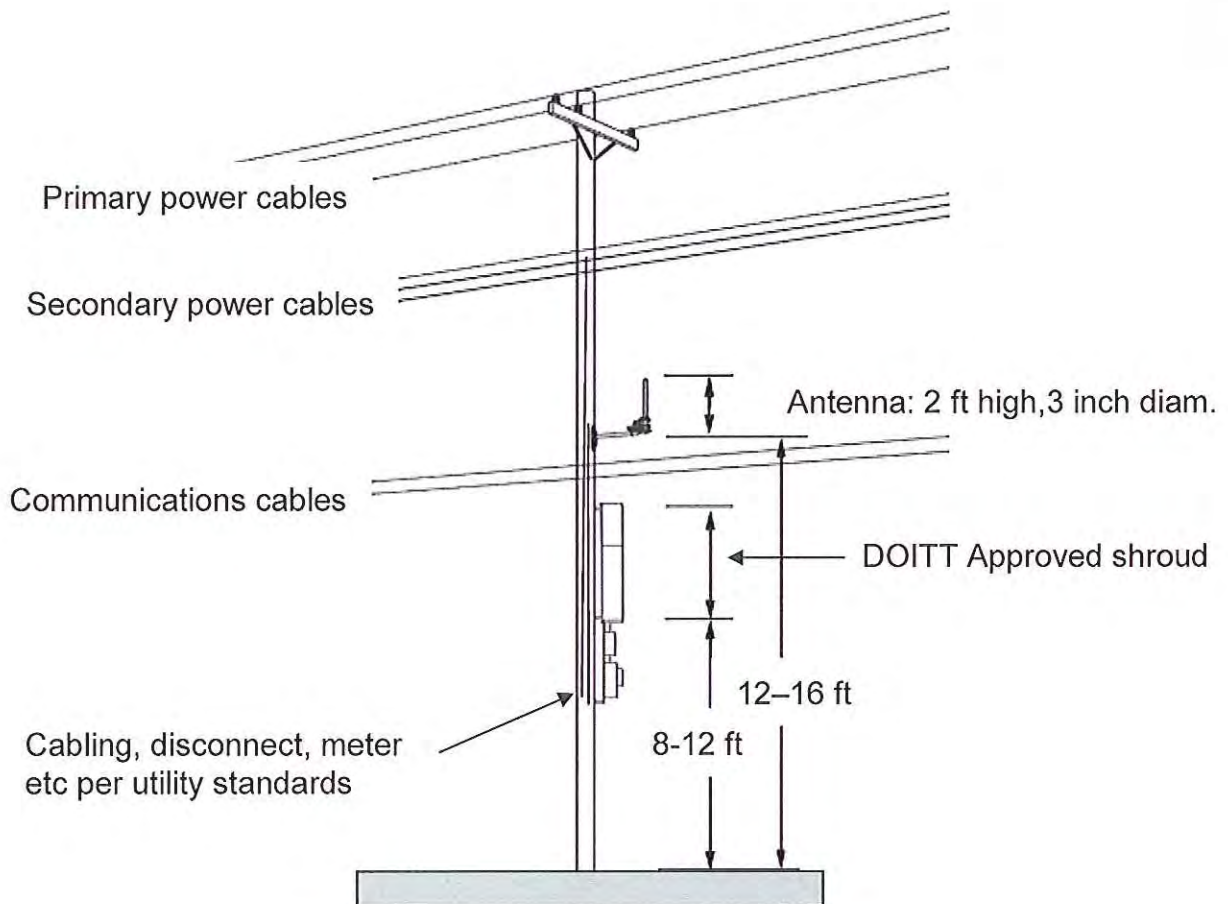


# Antenna in Communications Space on Power Pole

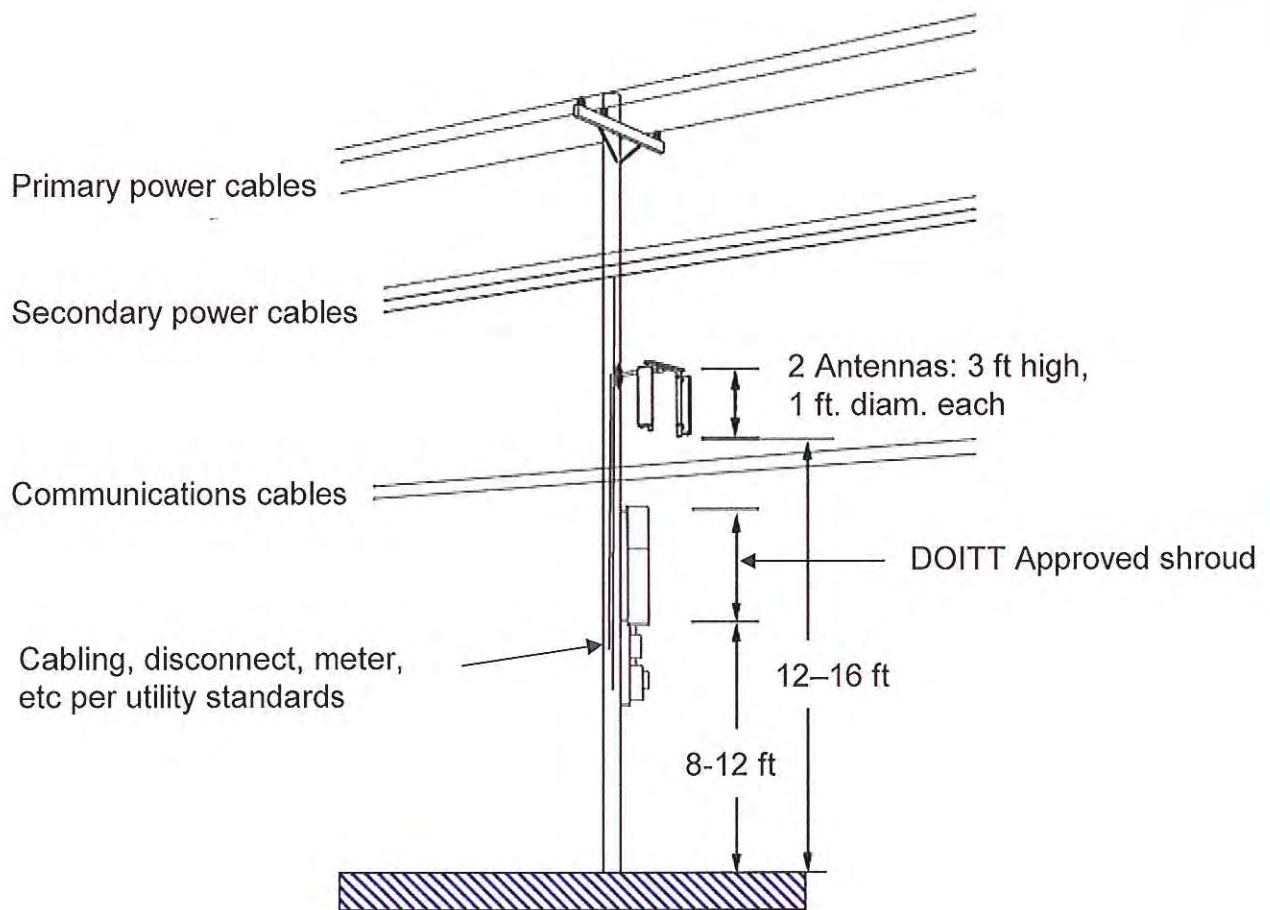




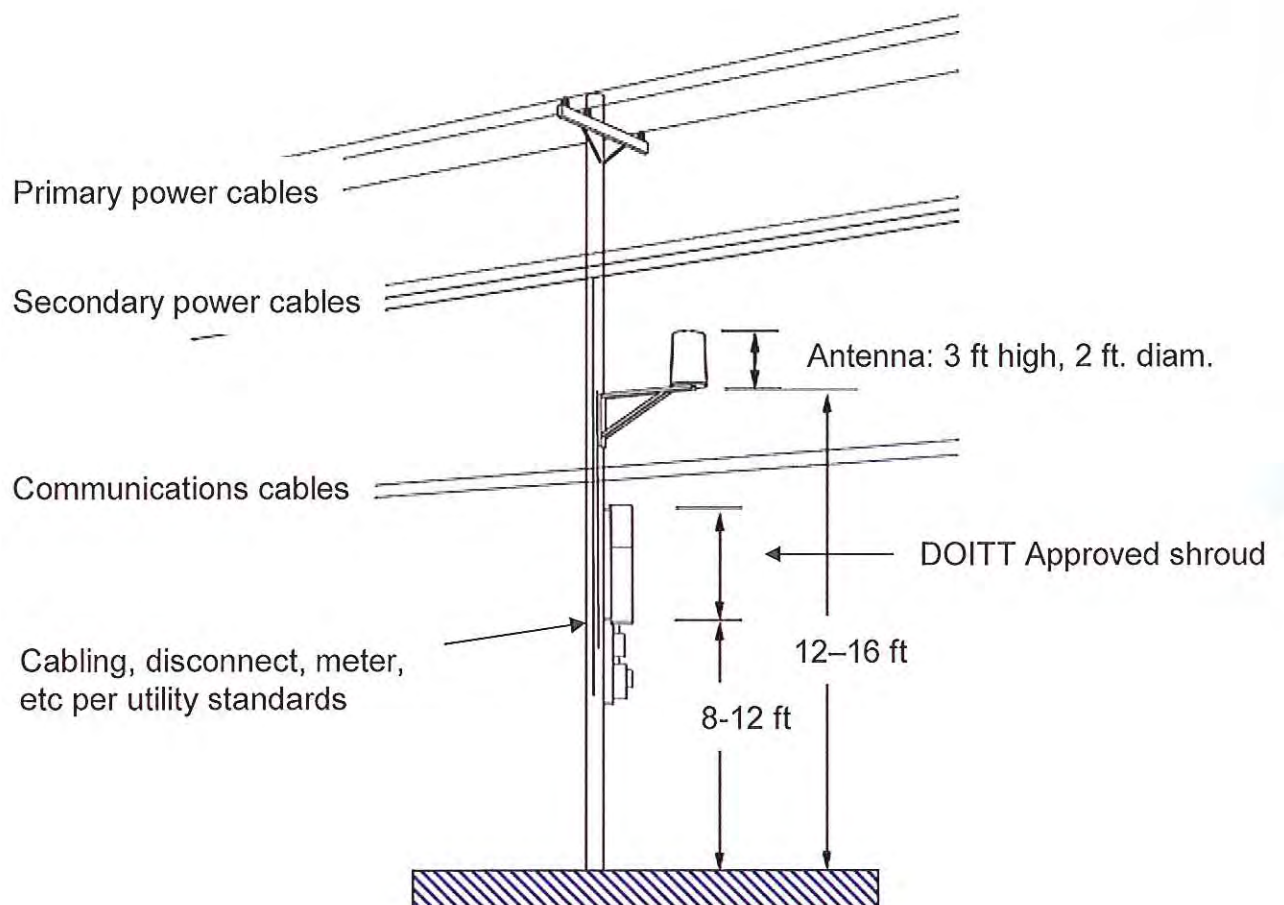
# Antenna in Communications Space on Power Pole



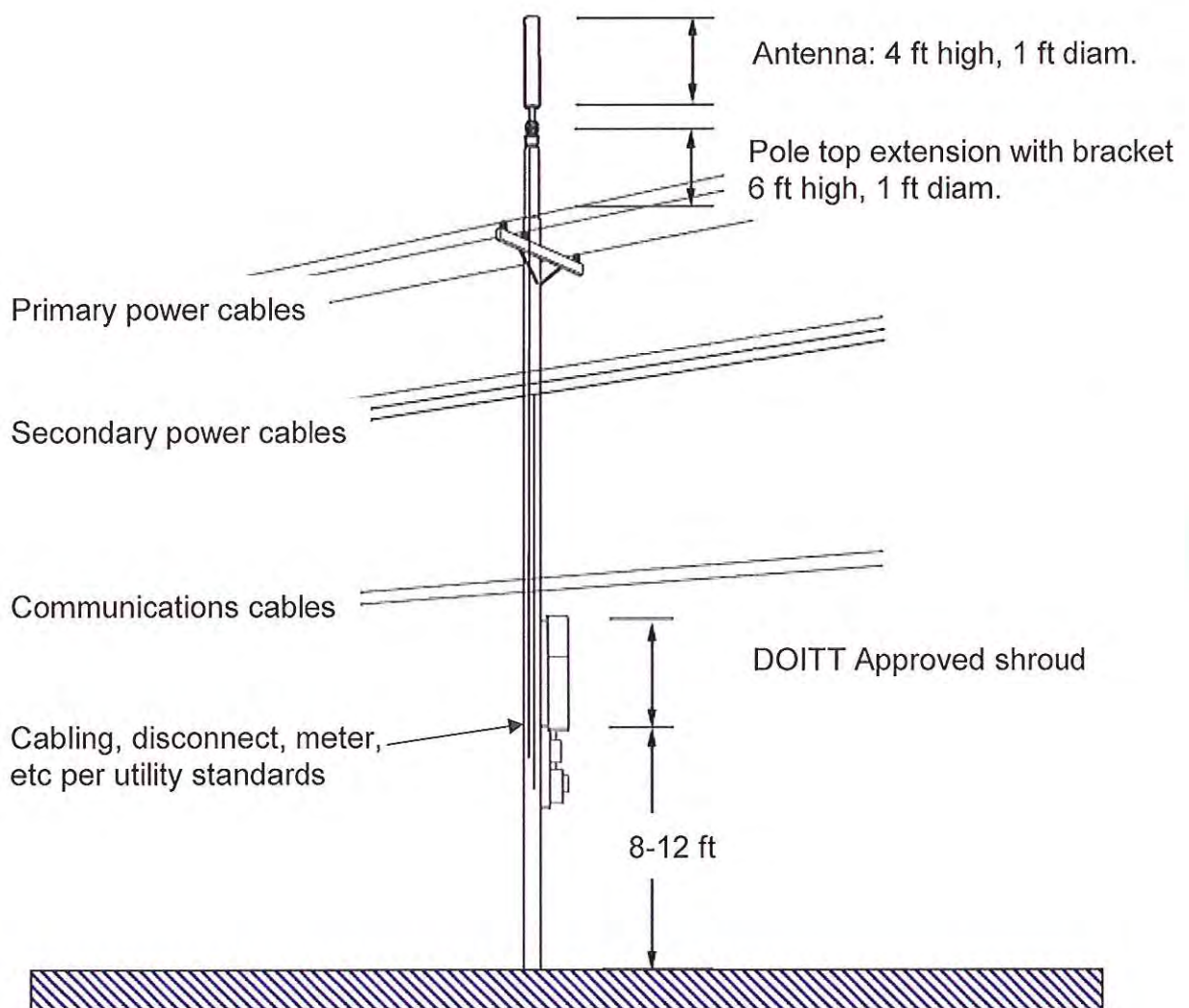
# Antenna in Communications Space on Power Pole



# Antenna in Communications Space on Power Pole

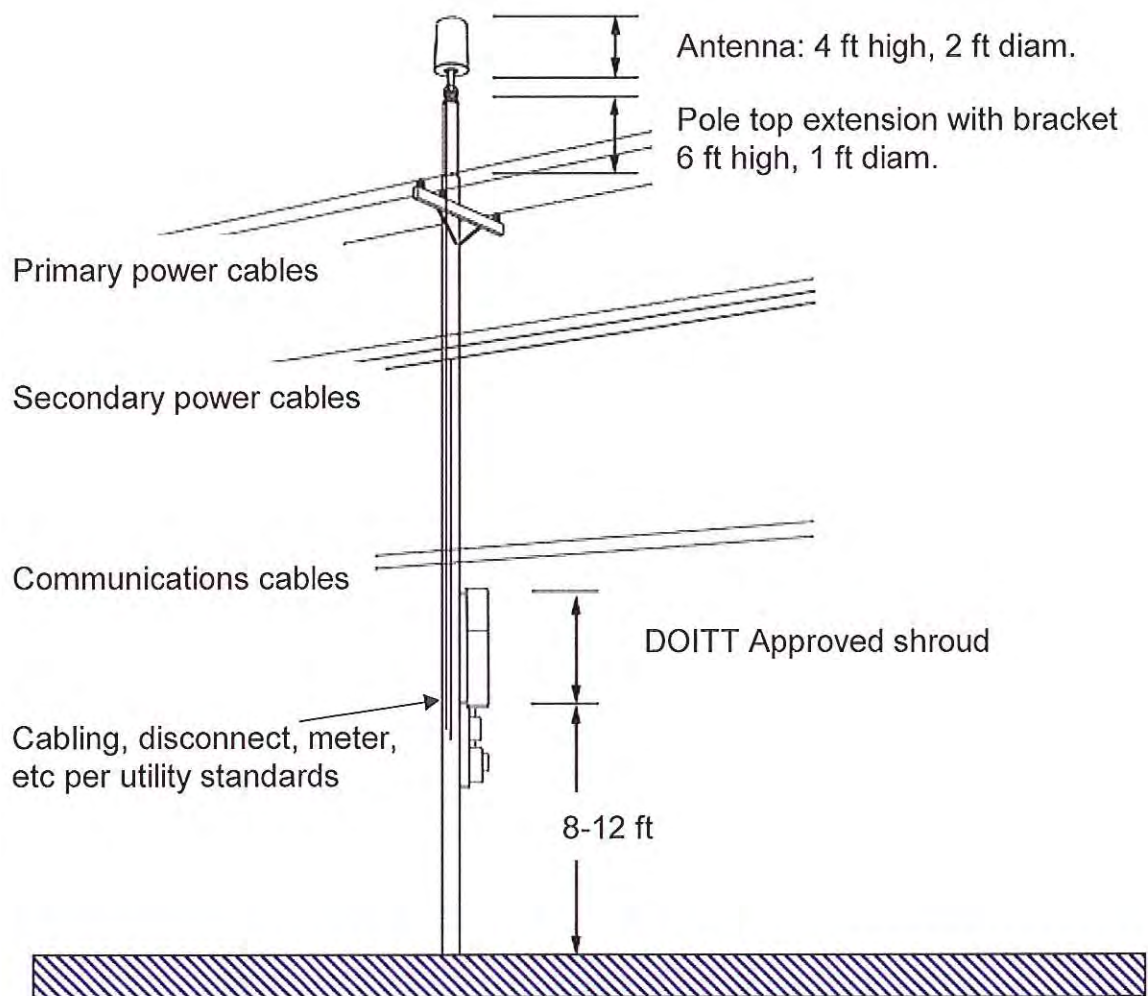


# Antenna Pole Top Extension over Primary

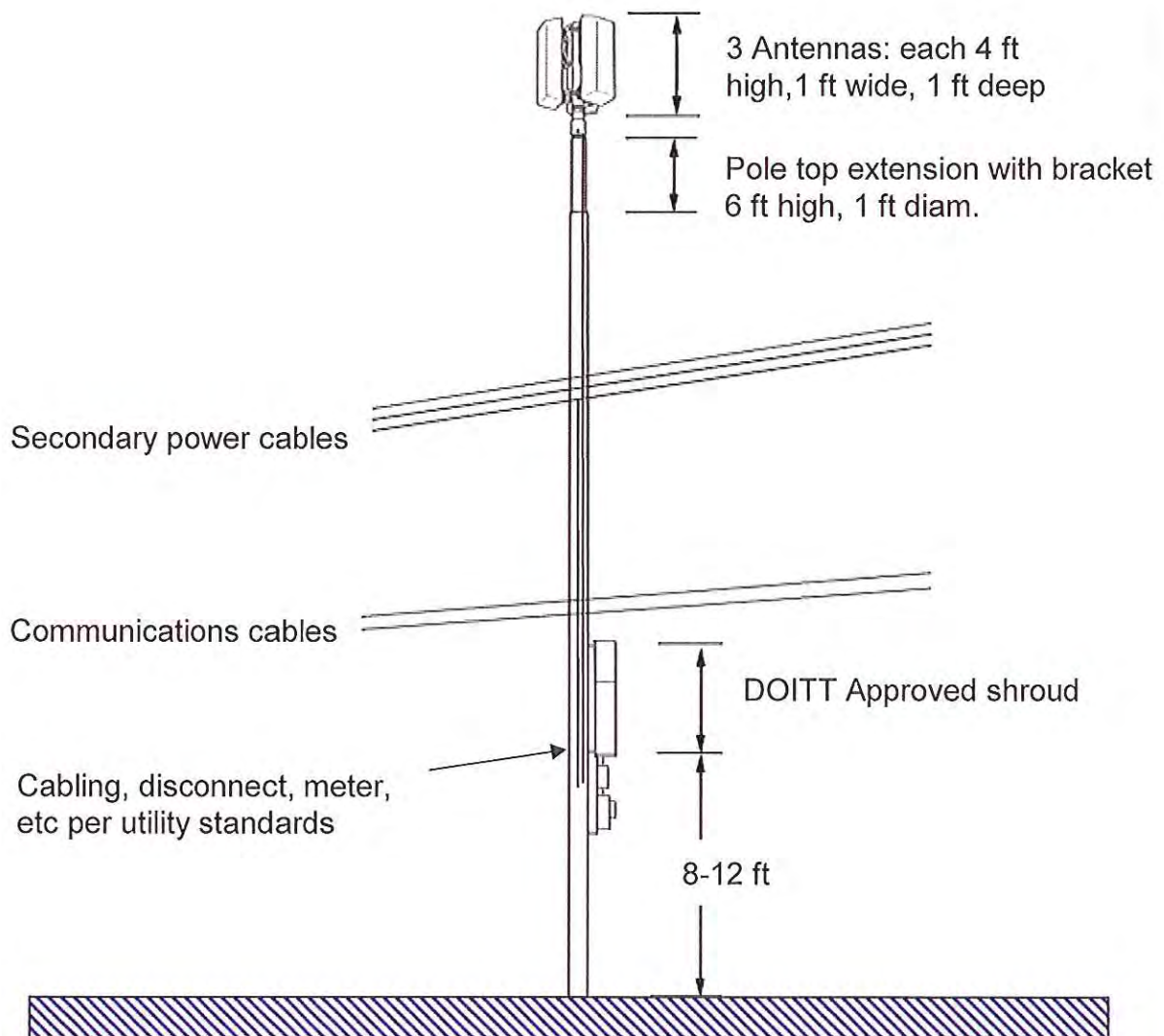




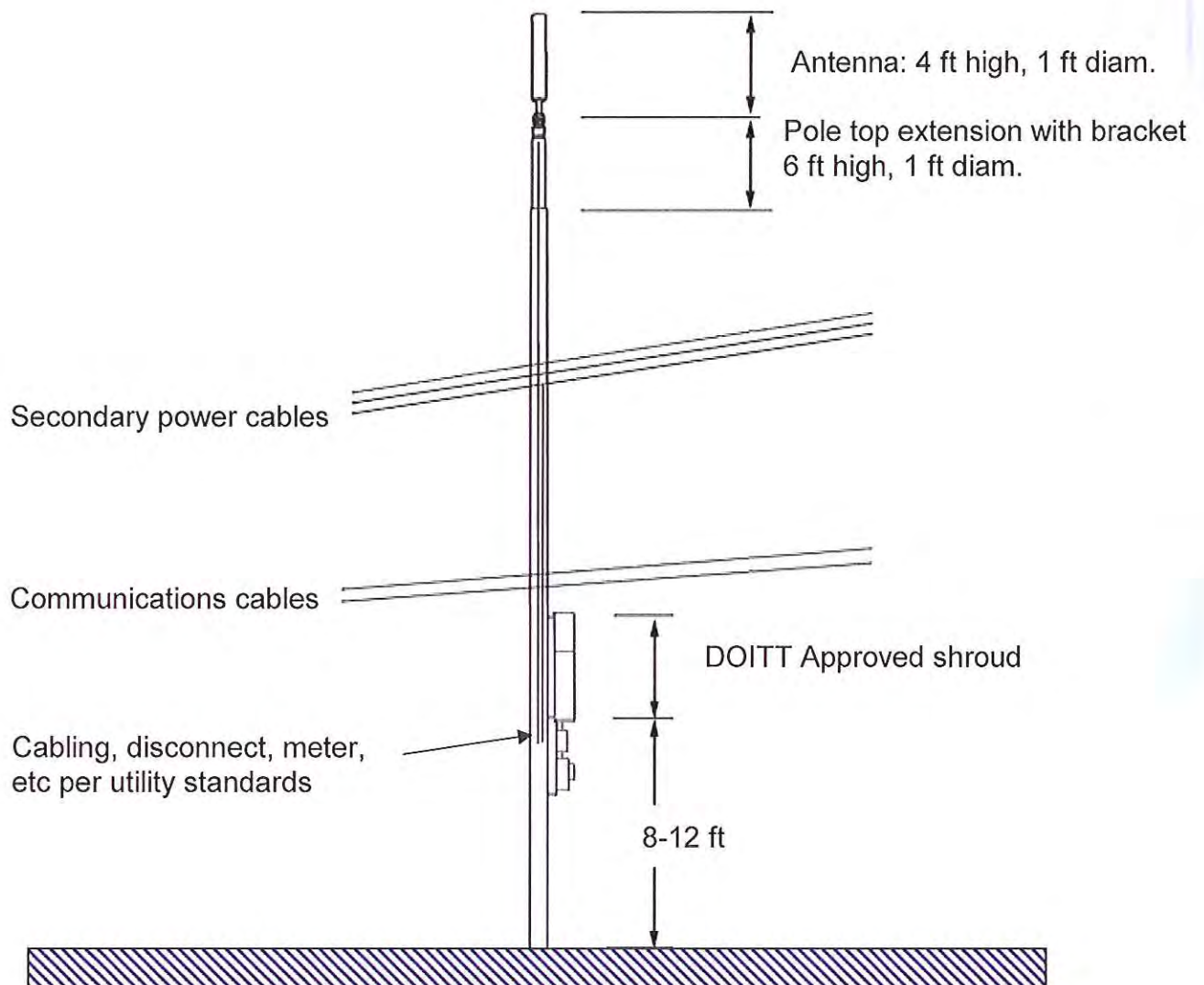
# Antenna Pole Top Extension over Primary



# Antenna Pole Top Extension over Secondary

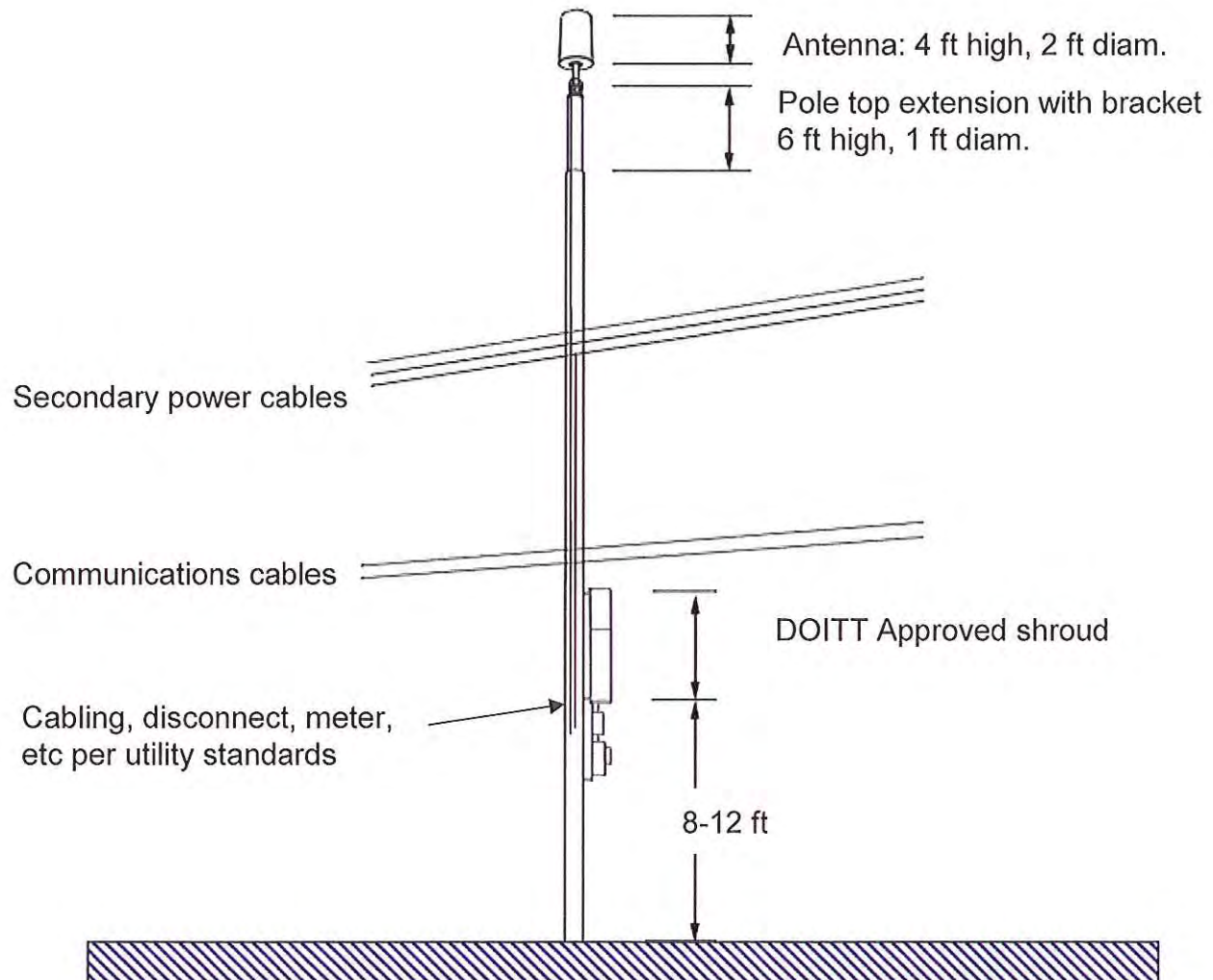


# Antenna Pole Top Extension over Secondary

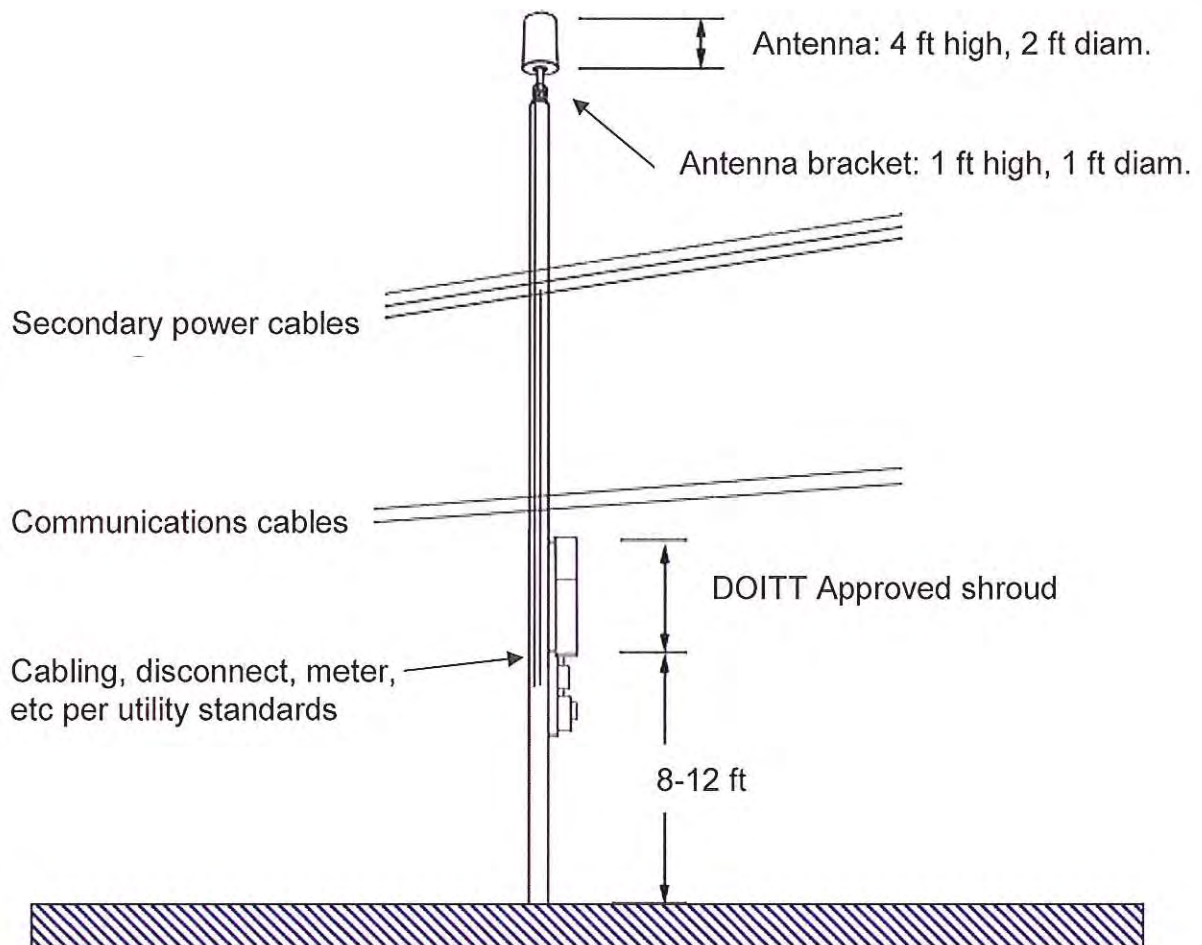




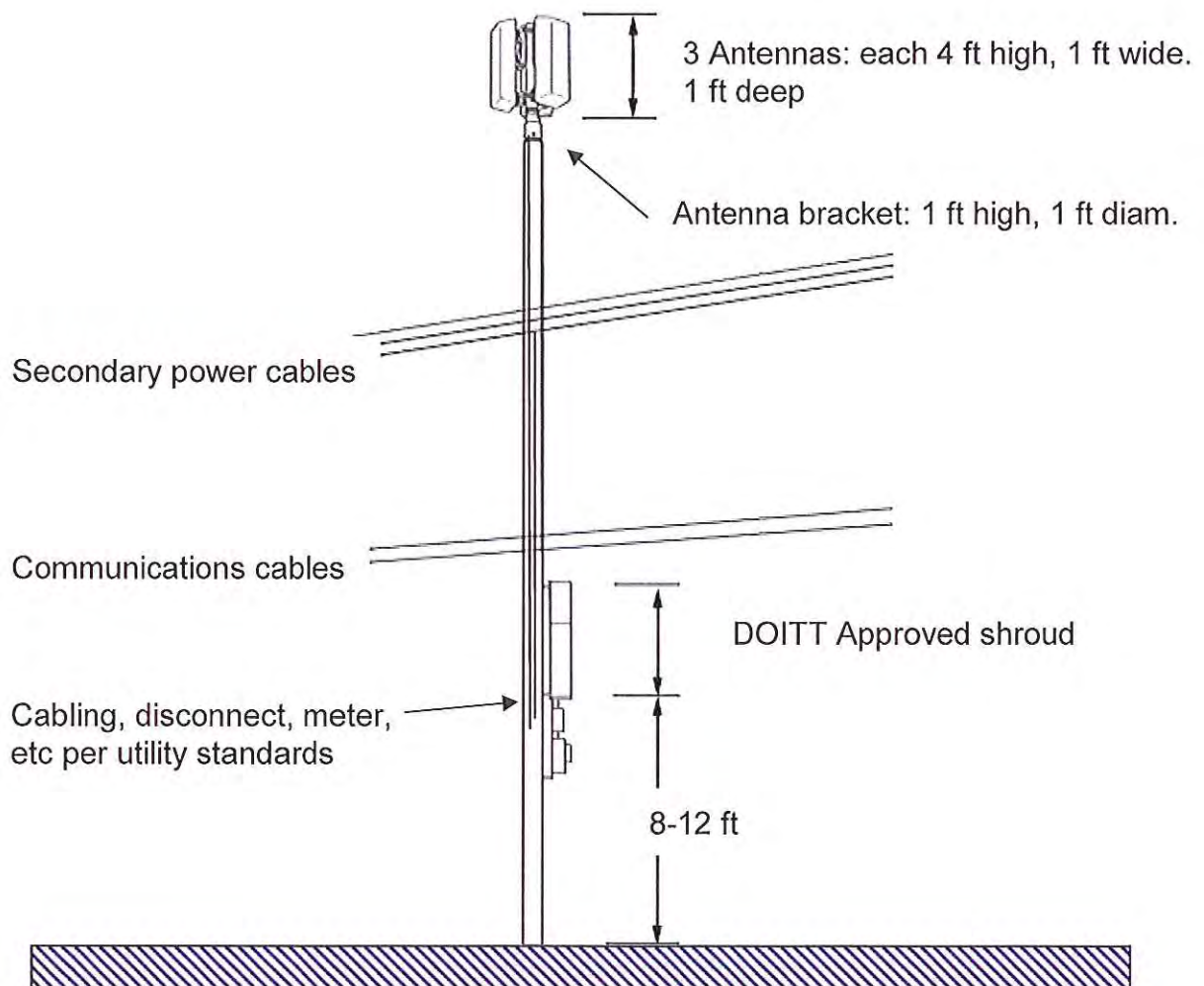
# Antenna Pole Top Extension over Secondary



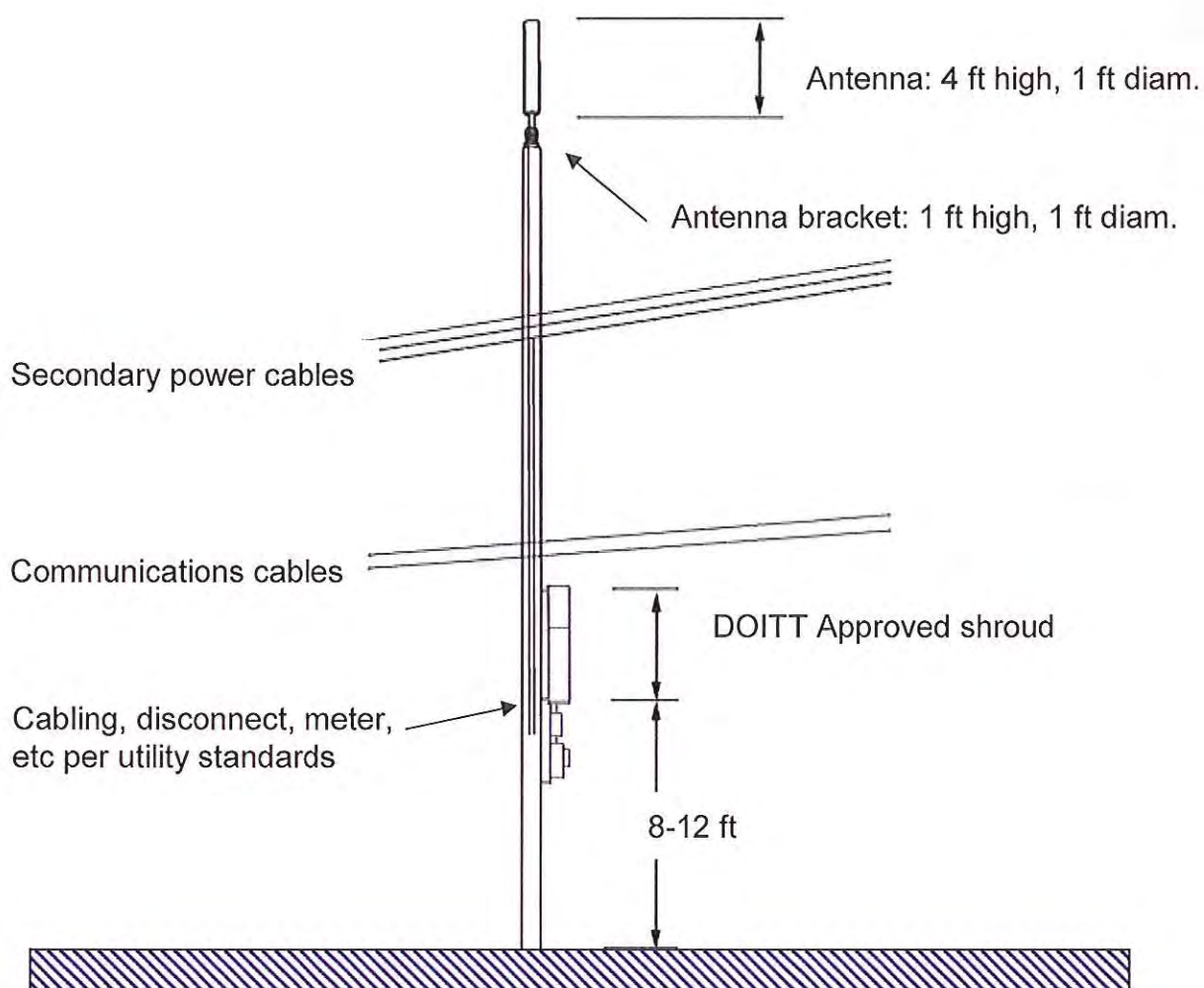
# Antenna at Top of Power Pole



# Antenna at Top of Power Pole

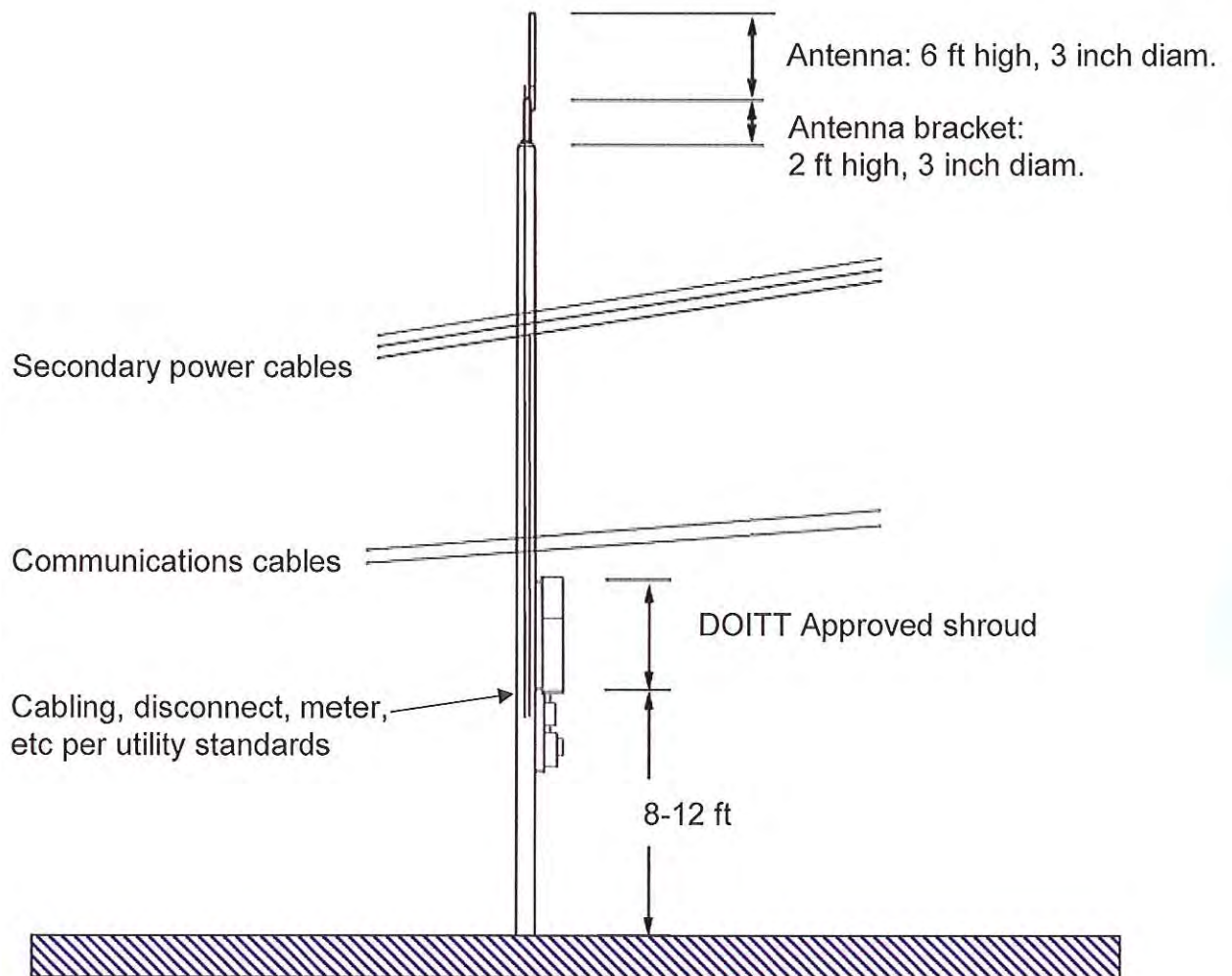


# Antenna at Top of Power Pole

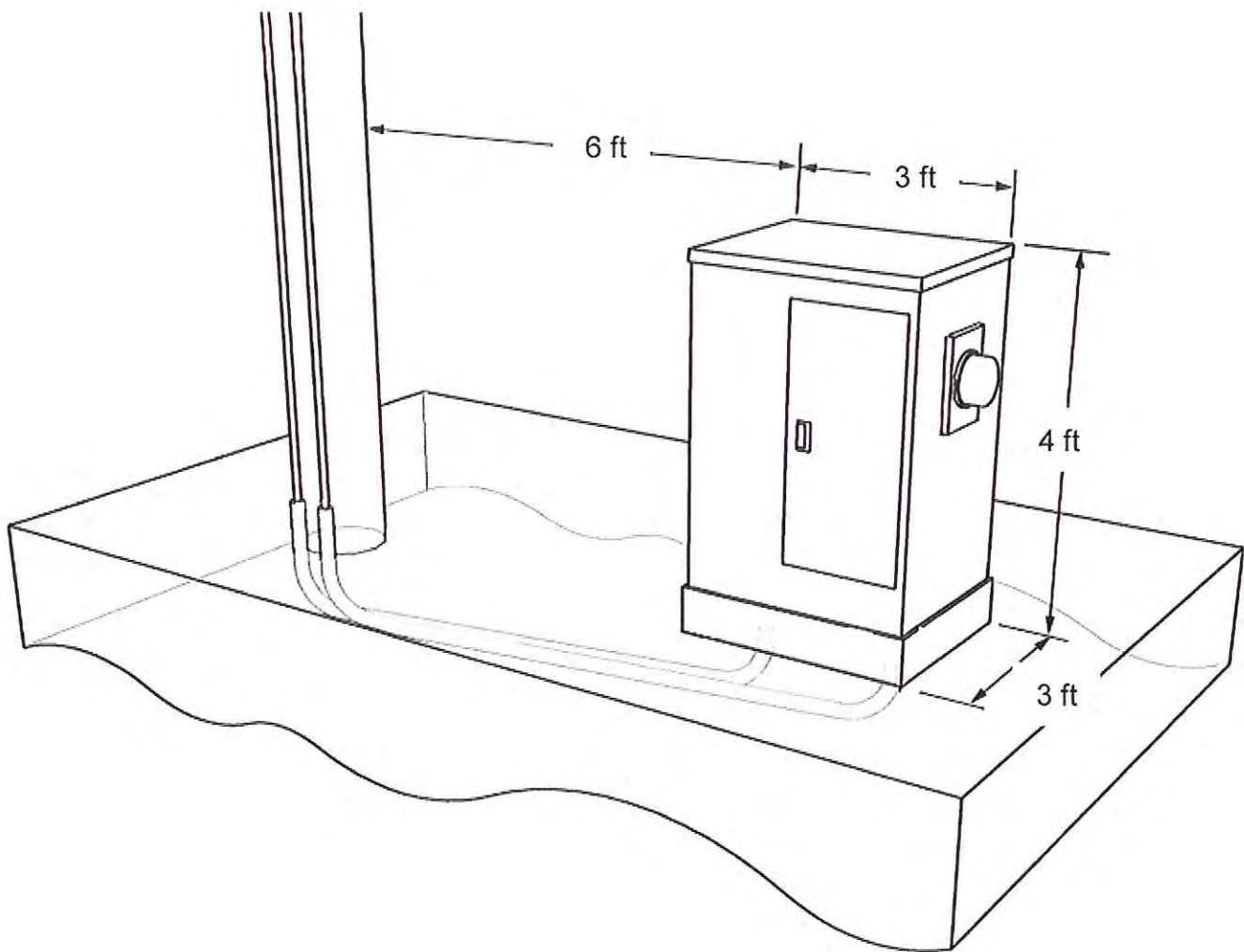




# Antenna at Top of Power Pole



# 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

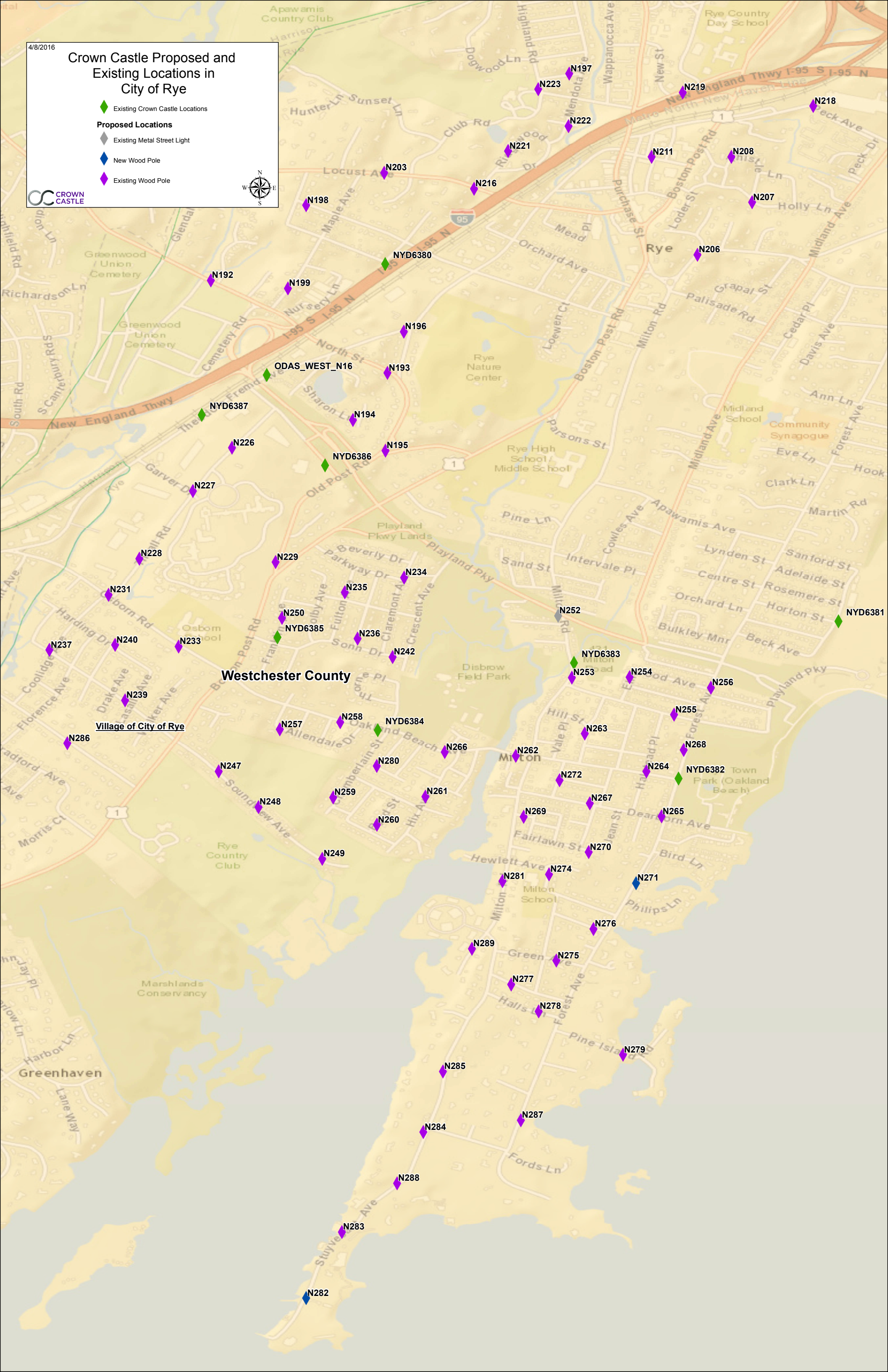
New St	17990	Wood Pole Top	dbSpectra 48 x 8
Iroquois St	P5	Wood Pole Top	dbSpectra 48 x 8
Ridgewood Dr	W12	Wood Pole Top	dbSpectra 48 x 8
Club Rd	NYT1	Wood Pole Top	dbSpectra 48 x 8
Boston Post Rd	NYT 1	Wood Pole Top	dbSpectra 48 x 8
Parkway Dr	3701	Wood Pole Top	dbSpectra 48 x 8
Morehead Dr	NYT 6	Wood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



4/8/2016

# Crown Castle Proposed and Existing Locations in City of Rye

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





## Existing Crown Castle Locations in the City of Rye

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

# Existing Crown Castle Deployments in the City of Rye

NYD6387 Comm Zone Installation - Across from 401 Theodore Fremd Ave





NYD6387 Comm Zone Installation - Across from 401 Theodore Fremd Ave





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





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





NYD6382 Pole Top Installation - Across from 594 Forest Ave





NYD6382 Pole Top Installation - Across from 594 Forest Ave





# CITY COUNCIL AGENDA

NO. 12

DEPT.: Corporation Counsel

DATE: September 14, 2016

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

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

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER  
SECTION

**RECOMMENDATION:** That the Council refer the Special Use Permit Application from New Cingular Wireless PCS, LLC ("AT&T") to the BAR.

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

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

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

See attached.



# Atlantic Site Development

*Telecom and Utility Infrastructure Consultants*

August 16, 2016

**By Overnight Delivery**

Mayor Joseph A. Sack  
and Members of the City Council  
City of Rye  
3<sup>rd</sup> Floor City Hall  
1051 Boston Post Road  
Rye, New York 10580

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

Dear Mayor Sack and Members of the City Council:

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

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

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

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

<sup>1</sup> See Section 6409(a) of the 2012 Middle Class Tax Relief and Job Creation Act is codified at 47 U.S.C.A § 1455 ("Section 6409").

<sup>2</sup> See, *City of Arlington v. F.C.C.*, 133 S. Ct. 1863 (2013).





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

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

In support of this request, please find the following:

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

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

Sincerely,



Matt Bartlett

Attachments

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

<sup>3</sup> The FCC confirmed that "A State or local government may only require applicants to provide documentation that is reasonably related to determining whether the eligible facilities request meets the requirements of Section 6409(a). 2014 FCC Order at ¶ 21.

<sup>4</sup> 2014 FCC Order at ¶ 21, 216.

<sup>5</sup> See 2014 FCC Order at ¶¶ 167, 168, 172, and 178.

<sup>6</sup> See 2014 FCC Order at ¶¶ 21.



Code of Federal Regulations

Title 47. Telecommunication

Chapter I. Federal Communications Commission (Refs & Annos)

Subchapter A. General

Part 1. Practice and Procedure (Refs & Annos)

Subpart CC. State and Local Review of Applications for Wireless Service Facility Modification (Refs & Annos)

47 C.F.R. § 1.40001

§ 1.40001 Wireless Facility Modifications.

Effective: May 18, 2015

Currentness

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

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

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

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

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

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

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

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

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

(i) Collocation of new transmission equipment;

(ii) Removal of transmission equipment; or

(iii) Replacement of transmission equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Credits

[80 FR 28203, May 18, 2015]

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

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

Current through June 4, 2015; 80 FR 31866.

United States Code Annotated

Title 47. Telecommunications (Refs & Annos)

Chapter 13. Public Safety Communications and Electromagnetic Spectrum Auctions

Subchapter IV. Spectrum Auction Authority

47 U.S.C.A. § 1455

§ 1455. Wireless facilities deployment

Effective: February 22, 2012

Currentness

(a) Facility modifications

(1) In general

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

(2) Eligible facilities request

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

(A) collocation of new transmission equipment;

(B) removal of transmission equipment; or

(C) replacement of transmission equipment.

(3) Applicability of environmental laws

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

(b) Federal easements and rights-of-way

(1) Grant

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

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

(2) Application

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

(3) Fee

(A) In general

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

(B) Exceptions

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

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

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

(4) Use of fees collected

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

(c) Master contracts for wireless facility sitings

(1) In general

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

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



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

(2) Applicability

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

(3) Application

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

(d) Executive agency defined

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

**CREDIT(S)**

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

47 U.S.C.A. § 1455, 47 USCA § 1455

Current through P.L. 114-9 approved 4-7-2015

July 25, 2016

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

**Structural Certification for LTE 3C/BWE Project**

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

Site Name: Playland

Site Number: NYCNNY2Q73

3C Pace Number: MRNYC024489

BWE Pace Number: MRNYC025411

FA Number: 10105111

Dear Mr. Pawelczak:

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

**Table 1 - Existing AT&T Antenna and Cable Information**

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

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

**Table 2 - Proposed AT&T Antenna and Cable Information**

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

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

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

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

**BURTNER ENGINEERING SERVICES, PLLC**  
**NY CERTIFICATE OF AUTHORIZATION #0010982**

Prepared by: Peter Velez

Respectfully submitted by:

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



Effective Projected Area (EPA)  
Area Comparison Tool for Antenna Modifications

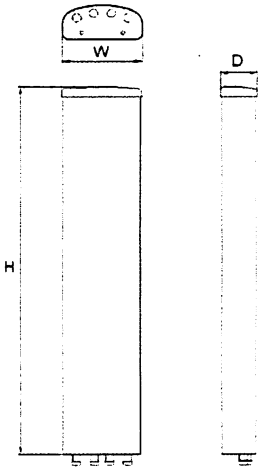
Date:	7/25/2016
Site Name:	Playland
Site ID:	NYCNY2Q73
Carrier:	AT&T
Antenna Elevation:	88'



Legend:	
Input	
Output	

Existing Loading (include all existing equipment for the carrier)  
Antennas, TMAs, Diplexers, & RETs

Manufacturer	Model Number	Round or Flat	Dimensions			No. of Antennas			Total No. of Antennas
			Height (in)	Width (in)	Depth (in)	Alpha	Beta	Gamma	
	742-264	F	51.3	10.3	5.5	1			1
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				



Proposed Loading (include the total loading configuration for the carrier)  
Antennas, TMAs, Diplexers, & RETs

Manufacturer	Model Number	Round or Flat	Dimensions			No. of Antennas Per			Total No. of Antennas
			Height (in)	Width (in)	Depth (in)	Alpha	Beta	Gamma	
	SBNHH-1D85A	F	55	11.9	7.1	1			1
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				
		F	0	0	0				

Proposed EPA = 6.36 ft<sup>2</sup>  
Existing EPA = 5.19 ft<sup>2</sup>

Dish EPA ft<sup>2</sup>

Net Change in Wind Area = 1.18 ft<sup>2</sup>  
Net Percentage Change in Wind Area = 22.67 %

Existing Structure EPA (Component that loading is attached to) = 0.00 ft<sup>2</sup>  
Net Percentage increase in Wind Area to existing structure with antenna loading = 0.00 %

(see TIA-222-G section 2.6.9.1.1 - 2.6.9.2.5 for equations)

- User Notes:
- 1) Search for your antenna manufacturer and model no. from the drop down menus before searching for the dimensions, if the antenna is in the database the size will auto-populate, if the antenna is not in the database you can manually input the dimensions
  - 2) If there are existing or proposed dishes you will need to input the front EPA into the box provided

- Spreadsheet notes:
- 1) Areas do not include mount frames or mount pipes.
  - 2) Alpha, Beta, Gamma sectors assumed to be 120 degree separation.

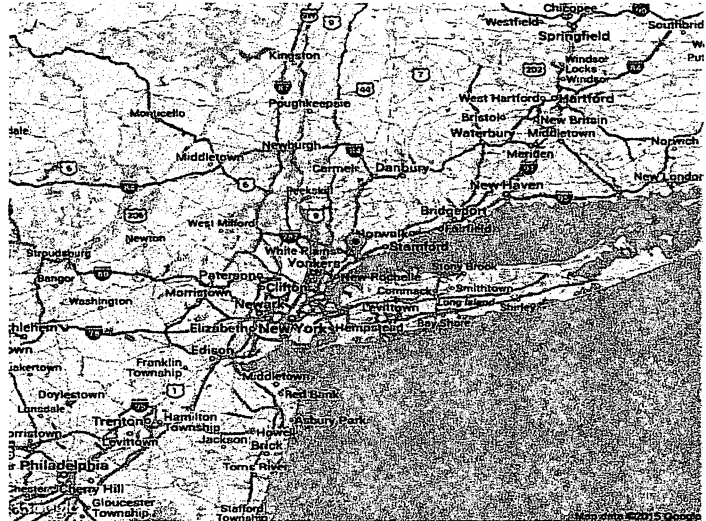
## Search Results

Latitude: 40.9782  
Longitude: -73.6847

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

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

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



\*MPH(Miles per hour)

\*\*MRI Mean Recurrence Interval (years)

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

### WIND SPEED WEB SITE DISCLAIMER:

While the information presented on this web site is believed to be correct, ATC assumes no responsibility or liability for its accuracy. The material presented in the wind speed report should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. ATC does not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the wind speed report provided by this web site. Users of the information from this web site assume all liability arising from such use. Use of the output of this web site does not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site(s) described by latitude/longitude location in the wind speed report.

### **Antenna Mast Structural Analysis:**

#### **Site Information:**

Site Name: Playland

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

#### **Wind Loads on Antennas Per ASCE 7-10**

#### **ASCE/SEI 7-10 Reference**

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



**Mast Dimensions**Pipe Diameter:

PipeD :=

10
1.50
20
2.50
30

Diameter

 $h_{\text{mast}} := 60\text{in}$ 

Mast height: Assumed from site photos dated March 10, 2014

 $d_{\text{out}} = 2.875\text{in}$ 

Mast diameter IN

 $d_{\text{in}} = 2.469\text{in}$ 

Mast diameter OUT

 $M_{\text{mast}} := 5.793 \cdot \frac{\text{lbf}}{\text{ft}}$ 

Mast weight per foot

 $M_{\text{mast}} := M_{\text{mast}} \cdot h_{\text{mast}}$  $M_{\text{mast}} = 29 \cdot \text{lbf}$ 

Mast total weight

**Antenna Dimensions**Antenna 1:  
SBNHH-1D65AMAST:  
2.5" SCH 40 Pipe

Antenna height

 $h_1 := 55\text{in}$  $h_3 := h_{\text{mast}} = 60\text{in}$ 

Antenna width

 $w_1 := 11.9\text{in}$  $w_3 := d_{\text{out}} = 2.875\text{in}$ 

Antenna depth

 $d_1 := 7.1\text{in}$  $d_3 := d_{\text{out}} = 2.875\text{in}$ 

Antenna weight

 $m_{\text{ant}} := 33.5\text{lbf}$  $M_{\text{mast}} = 29 \cdot \text{lbf}$ 

Wind area front

 $A_{1f} := h_1 \cdot w_1$  $A_{3f} := h_3 \cdot w_3$ 

Wind area side

 $A_{1s} := h_1 \cdot d_1$  $A_{3s} := h_3 \cdot d_3$ 

Aspect ratio

 $\text{Aspect}_{1x} := \frac{h_1}{w_1} = 4.6$  $\text{Aspect}_{3x} := \frac{h_3}{w_3} = 20.9$  $\text{Aspect}_{1z} := \frac{h_1}{d_1} = 7.7$  $\text{Aspect}_{3z} := \frac{h_3}{d_3} = 20.9$ 

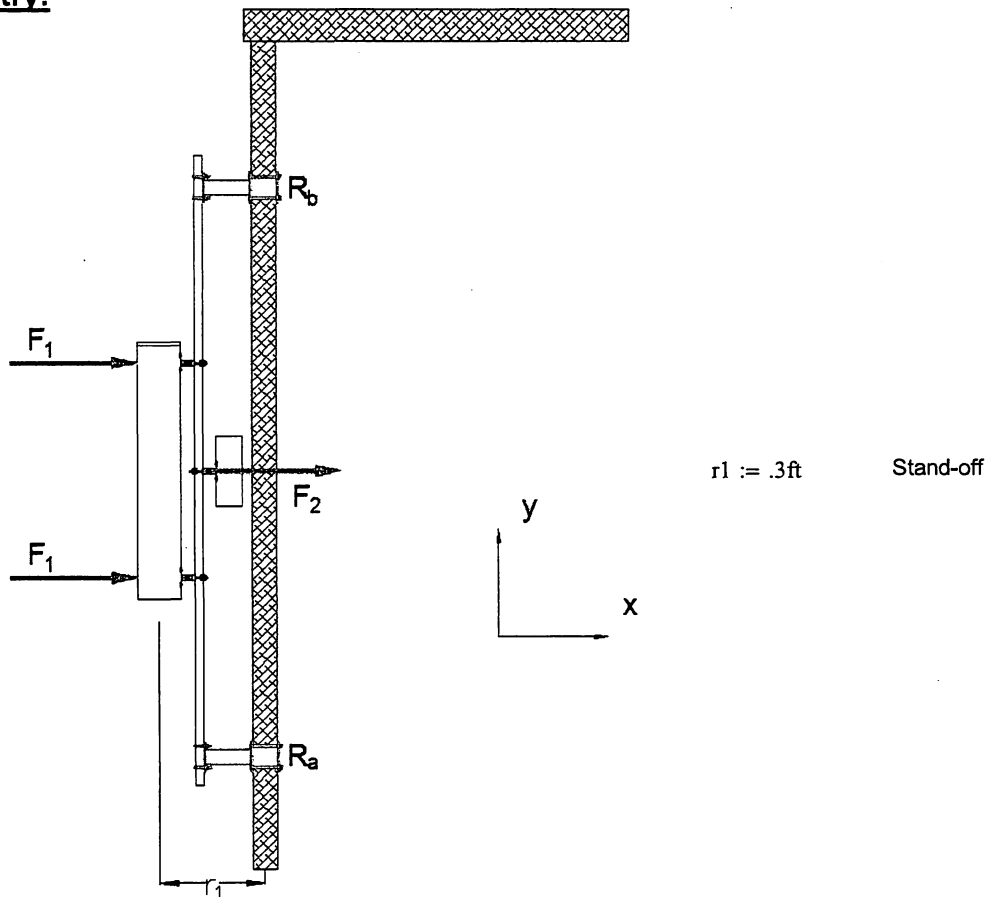
Force Coeff front

 $C_{f1x} = 1.36$  $C_{f3x} := 1.2$ 

Force Coeff side

 $C_{f1z} = 1.42$  $C_{f3z} := 1.2$

### Geometry:



### Wind Loads:

#### Antenna 1:

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

$$W_{x1} = 175.4 \cdot \text{lbf}$$

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

$$W_{z1} = 109.6 \cdot \text{lbf}$$

#### MAST:

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

$$W_{x3} = 40.8 \cdot \text{lbf}$$

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

$$W_{z3} = 40.8 \cdot \text{lbf}$$

**Reactions: X-dir**

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

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

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

$$R_{ax} := \frac{2F_{1x} + F_{2x} + F_{3x}}{2}$$

Sum of the forces in x-dir

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

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

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

**Reactions: Z-dir**

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

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

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

$$R_{az} := \frac{2F_{1z} + F_{2z} + F_{3z}}{2}$$

Sum of the forces in z-dir

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

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

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

**Reactions: Due to Gravity Loads:**

$$\text{Mass}_{\text{total}} := m_{\text{ant}} + M_{\text{mast}}$$

$$F_4 := -\text{Mass}_{\text{total}} = -62.5 \cdot \text{lbf}$$

$$M_{\text{overhang}} := F_4 \cdot r1 = -18.7 \cdot \text{ft} \cdot \text{lbf}$$

Additional Moment due to gravity loads applied

$$R_{b1} := \frac{M_{\text{overhang}}}{h_{\text{mast}}}$$

Couple applied at a and b

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

$$R_{a1} = 3.7 \cdot \text{lbf}$$

### Mast Bending Moments:

$$M_{x_{\max}} := \frac{2 \max(|R_{ax} + R_{a1}|, |R_{bx} + R_{b1}|) \cdot h_{\text{mast}}}{4}$$

$$M_{x_{\max}} = 279.5 \cdot \text{ft} \cdot \text{lbf}$$

$$M_{z_{\max}} := \frac{2 \max(|R_{az} + R_{a1}|, |R_{bz} + R_{b1}|) \cdot h_{\text{mast}}}{4}$$

$$M_{z_{\max}} = 197.3 \cdot \text{ft} \cdot \text{lbf}$$

### MAST BENDING FAILURE CHECK

$$E := 29000 \text{ksi}$$

$$F_y := 35 \text{ksi}$$

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

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

$$Z = 1.452 \cdot \text{in}^3$$

$$I_m = 1.53 \cdot \text{in}^4$$

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

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

$$t_{\text{ratio}} = 7.1$$

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

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

$$t_{\text{limit}} = 58$$

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

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



$$M_{x_{\max}} = 279.5 \cdot \text{ft} \cdot \text{lbf}$$

$$M_{z_{\max}} = 197.3 \cdot \text{ft} \cdot \text{lbf}$$

$$\text{Check}_1 = \text{"GOOD"}$$

### MAST DEFLECTION CHECK:

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

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

$$F_e = 216.1 \cdot \text{lbf}$$

$$L_1 := h_{\text{mast}}$$

$$L_1 = 5 \cdot \text{ft}$$

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

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

$$\Delta = 0.022 \cdot \text{in}$$

D

$$\text{Check}_2 = \text{"GOOD"}$$

### BOLT CONNECTION CHECK:

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

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

$$F_{T,\text{allow}} := 745 \text{ lbf}$$

$$F_{V,\text{allow}} := 930 \text{ lbf}$$

### Max Load on Anchors

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

$$F_{Vy} := \frac{\text{Mass}_{\text{total}}}{2}$$

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

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

D

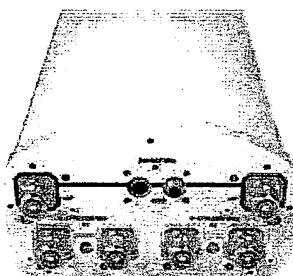
$$\text{Check}_3 = \text{"GOOD"}$$

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

# Product Specifications

COMMScope®

POWERED BY



## SBNHH-1D65A

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

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

### Electrical Specifications

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

### Electrical Specifications, BASTA\*

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

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

### General Specifications

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



# Product Specifications

COMMScope®

SBNHH-1D65A

POWERED BY



## Mechanical Specifications

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

## Dimensions

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

## Remote Electrical Tilt (RET) Information

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

## Regulatory Compliance/Certifications

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



## Included Products

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

# ALCATEL-LUCENT RRH4X25-WCS

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

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

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

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

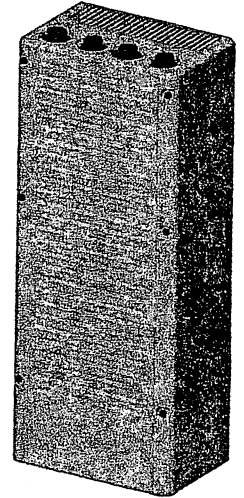
Thanks to its small sizes and weight, the Alcatel-Lucent RRH4x25-WCS can be installed close to the antenna. Operators can therefore locate the Alcatel-Lucent RRH4x25-WCS where RF engineering is deemed ideal, minimizing trade-offs between available sites and RF optimum sites. The RF feeder and installation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

## FEATURES

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

## BENEFITS

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



## TECHNICAL SPECIFICATIONS

Features & Performance	
Antennas (Tx/Rx ports)	4 duplexed (either 4Tx4R or 2Tx4R by SW)
Frequency band	WCS band (3GPP band 30) DL: 2350 - 2360 MHz UL: 2305 - 2315 MHz
Instantaneous bandwidth per carrier	10MHz - 1 LTE carrier (5 or 10MHz)
Transmit power	2x50W or 4x25W (by SW)
Antenna gain (Tx/Rx ports)	2.5 dB typ. (<3 dB max) - 2 or 4 ways Rx diversity
Size (WxDxH) mm (in)	800 x 305 x 220 (31.5" x 12" x 8.7") (with solar shield)
Volume	54 l
Weight (kg) (lb) (w/ mounting kit)	31.5 (70)
Operating range	-40.5 to +57V at full performance, -38 to +57V at full performance (but power consumption)
DC power consumption (0-57V)	500W typical @100% RF load in 2Tx operation, 550W typical in 4Tx operation
Environmental conditions	40°C (-40°F) / +55°C (+131°F)
IP rating	IP65
Vibration (0.50 mm/s RMS)	Frontal: <300N / Lateral: <200N
Antenna ports	2 ports 7/16 DIN female (50 ohms) VSWR < 1.5
CPRI ports	2 CPRI ports (@4.9 Gbps) SFP single mode dual fiber
AI/SG interfaces	1 AISG2.0 output (RS485) Integrated Bias Tee on 2 duplexed RF ports
Alarm interfaces	6 external alarms (2 connectors) - 2 Tx monitor ports - 1 DC block
Installation conditions	Pole and wall mounting
Regulatory compliance	3GPP 36.141 / 3GPP 36.113 / GR-1089-CORE / UL 60950-1 / FCC Part 27

www.alcatel-lucent.com Alcatel, Lucent, Alcatel-Lucent and the Alcatel-Lucent logo are trademarks of Alcatel-Lucent. All other trademarks are the property of their respective owners. The information presented is subject to change without notice. Alcatel-Lucent assumes no responsibility for inaccuracies contained herein. Copyright © 2013 Alcatel-Lucent. All Rights Reserved. September, 2013

## Physical description

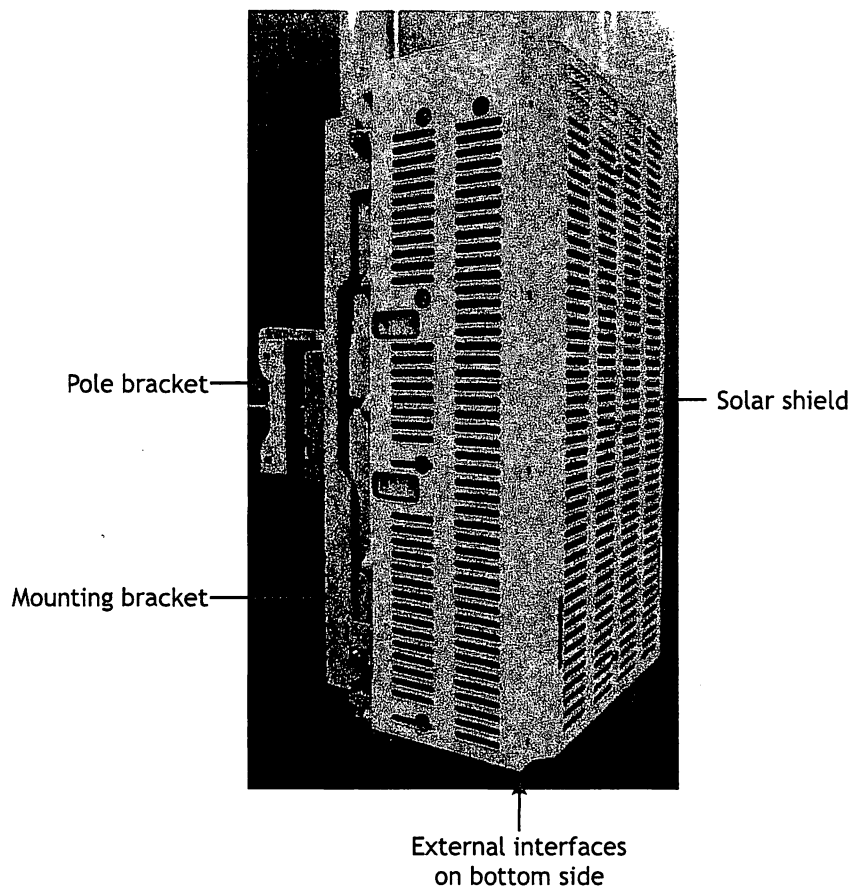
### Overview

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

### External view

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

**Figure 2-1 Alcatel-Lucent B25 RRH4x30 external view**



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

# Weights and dimensions

## Overview

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

## Alcatel-Lucent B25 RRH4x30 weights and dimensions

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

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

### Notes:

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

## Miscellaneous hardware weights

The following table provides approximate weights for other miscellaneous hardware.

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

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





# CITY COUNCIL AGENDA

NO. 13

DEPT.: Finance

DATE: September 14, 2016

CONTACT: Joseph S. Fazzino, Deputy City Comptroller

**AGENDA ITEM:** Resolution to transfer funds from contingent account to the Legal Department to fund legal services.

**FOR THE MEETING OF:**  
September 14, 2016

**RECOMMENDATION:** That the City Council adopt the following resolution:

WHEREAS, City staff has determined that the amounts required for the cost of legal services performed and on-going for various legal cases were not anticipated and were not provided for in the adopted 2016 budget, and;

WHEREAS, the General Fund Contingent Account has a balance of \$250,000, now therefore be it;

RESOLVED, that the City Comptroller is authorized to transfer \$150,000 from the General Fund Contingent Account to the City Legal Services Account.

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

**BACKGROUND:** Use and status of the Contingent Account:

01/01/2016 Beginning balance	\$350,000
05/11/2016 Transfer to B&V Fund, Recreation Thruway Fields Project	(50,000)
06/08/2016 Transfer to Legal Department for legal services	(50,000)
09/14/2016 Transfer to Legal Department for legal services	<u>(150,000)</u>
09/14/2016 Balance	<u>\$100,000</u>



# CITY COUNCIL AGENDA

NO. 14

DEPT.: City Manager

DATE: September 14, 2016

CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Resolution to increase the retainer with Best Best & Krieger to assist the City in the Crown Castle matter regarding wireless telecommunications.

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Mayor and Council authorize the increase in the retainer with Best Best & Krieger to assist the City in the Crown Castle matter.

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

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

The City Council authorized the retention of Best Best & Krieger at their August 3, 2016 meeting for an amount up to \$25,000. The City Council is asked to increase the retainer amount.



# CITY COUNCIL AGENDA

NO. 15      DEPT.: Rye Golf Club      DATE: September 14, 2016  
CONTACT: Jim Buonaiuto, Rye Golf Club General Manager

**ACTION:** Bid Award for the Rye Golf Club Roof Replacement contract (Contract #2016-12).

**FOR THE MEETING OF:**  
September 14, 2016  
**RYE CITY CODE,**  
CHAPTER  
SECTION

**RECOMMENDATION:** That Contract #2016-12 be awarded to the low bidder, BBR Contracting Corp., in the amount of three hundred eighty-seven thousand dollars (\$387,000.00) as recommended by the Rye Golf Club General Manager.

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

## BACKGROUND:

See attached from Rye Golf Club General Manager Jim Buonaiuto.



**CITY OF RYE**  
Golf Club

**Interoffice Memorandum**

---

To: Marcus A. Serrano, City Manager

From: Jim Buonaiuto, Club Manager

Cc: Joseph Fazzino, Deputy City Comptroller

Date: September 8, 2016

Subject: **Contract 2016-12 Rye Golf Club Roof Replacement**

---

I have checked and tabulated the four bids received on September 2<sup>nd</sup>, 2016 for the above contract. A copy of the bid results is attached. After reviewing the bids and receiving a recommendation from our Roof Design Consultant MTNVIEW Consulting, I recommend the bid be awarded to the low bidder, BBR Contracting Corp, in the amount of \$387,000. This award is dependent upon BBR Contracting providing certification as an authorized installer of GAF roofing materials to entitle the City of Rye to the most complete manufacturer warranty available from GAF.

BBR Contracting Corp is the lowest responsive and responsible bidder. This work will be funded from the Golf Club's project fund. BBR has ample experience performing this scope of work including references from local municipal agencies.

Please feel free to contact me should you need additional information.

2016-12 Rye Golf Club Roof Replacement		BBR Contracting Corp		Armor-Tite Construction Corp		Proton Construction Corp.		ABCD Construcion	
Item Number	Item	Unite Price	Total Price	Unit Price By Day	Total Price	Unite Price	Total Price	Unite Price	Total Price
1A.	Roof replacement of Main Building	N/A	\$ 180,000.00	N/A	\$ 268,950.00	N/A	\$ 264,000.00	N/A	\$ 358,200.00
1B.	Roof Replacement of Pro Shop Building	N/A	\$ 70,000.00	N/A	\$ 86,500.00	N/A	\$ 114,000.00	N/A	\$ 124,400.00
1C.	Roof Replacement of Lifeguard Building	N/A	\$ 70,000.00	N/A	\$ 40,000.00	N/A	\$ 56,000.00	N/A	\$ 67,662.00
1D.	Roof Replacement of Ticket Building	N/A	\$ 25,000.00	N/A	\$ 9,000.00	N/A	\$ 6,000.00	N/A	\$ 15,000.00
2	Installation of New Gutter System On All Buildings (base bid)	N/A	\$ 25,000.00	N/A	\$ 8,500.00	N/A	\$ 48,000.00	N/A	\$ 30,000.00
3	Repair Work on Residence As Specified	N/A	\$ 3,000.00	N/A	\$ 6,000.00	N/A	\$ 8,000.00	N/A	\$ 15,000.00
4	Flat Roof Replacement on Maintenance Building	N/A	\$ 14,000.00	N/A	\$ 10,000.00	N/A	\$ 36,000.00	N/A	\$ 80,000.00
	Total Base Bid	N/A	\$ 387,000.00	N/A	\$ 428,950.00	N/A	\$ 532,000.00	N/A	\$ 690,262.00
Alternate 1	Alternative Gutter System for All Buildings	N/A	\$ 40,000.00	N/A	\$ 18,000.00	N/A	\$ 52,000.00	N/A	\$ 39,000.00
	Total Bid w/ Alternate		\$402,000.00		\$438,450.00		\$536,000.00		\$699,262.00



# CITY COUNCIL AGENDA

NO. 16

DEPT.: Rye Golf Club

DATE: September 14, 2016

CONTACT: Jim Buonaiuto, Rye Golf Club General Manager

**ACTION:** Bid Award for the Rye Golf Club Greens Expansion and Practice Area contract (Contract #2016-14).

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That Contract #2016-14 be awarded to the low bidder, XGD Systems, in the amount of four hundred twenty thousand nine hundred ninety-eight dollars and ninety-five cents (\$420,998.95) as recommended by the Rye Golf Club General Manager.

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

**BACKGROUND:**

See attached from Rye Golf Club General Manager Jim Buonaiuto.



**CITY OF RYE**  
Golf Club

**Interoffice Memorandum**

---

To: Marcus A. Serrano, City Manager

From: Jim Buonaiuto, Club Manager

Cc: Joseph Fazzino, Deputy City Comptroller

Date: September 1, 2016

Subject: **Contract 2016-14 Rye Golf Club Greens Expansion and Practice Area**

---

I have checked and tabulated the four bids received on August 18<sup>th</sup>, 2016 for the above contract. A copy of the bid results is attached. After reviewing the bids and receiving a recommendation from our contracted Golf Course Architect, Todd Quitno, I recommend the bid be awarded to the low bidder, XGD Systems, in the amount of \$420,998.95.

XGD Systems is the lowest responsive and responsible bidder. This work will be funded from the Golf Club's project fund. XGD has ample experience performing this scope of work.

Please feel free to contact me should you need additional information.



2016-14 Greens Expansion & Practice Area		Lawrence Construction		Golf Preservations		Sam DiPasquale Contractors		XGD Systems	
Item Number	Item	Unite Price	Total Price	Unit Price By Day	Total Price	Unit Price By Day	Total Price	Unit Price By Day	Total Price
1	Base Bid (18,14,12 + 18 green complex through 16 tee)	N/A	\$ 410,495.00	N/A	\$ 340,000.00	N/A	\$ 322,500.00	N/A	\$ 266,528.54
2	Alternate Bid (12th Hole Shortgame Area)	N/A	\$ 192,327.00	N/A	\$ 230,000.00	N/A	\$ 185,000.00	N/A	\$ 154,470.41
	Total Bid With Options	\$602,822.00		\$570,000.00		\$507,500.00		\$420,998.95	



# CITY COUNCIL AGENDA

NO. 17

DEPT.: City Manager's Office

DATE: September 14, 2016

CONTACT: Marcus Serrano, City Manager

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

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER  
SECTION

**RECOMMENDATION:** Approval by Mayor and City Council of the appointment of Mr. John B. Colangelo, the Village of Port Chester Community Representative, to the Emergency Medical Services Committee.

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

**BACKGROUND:**

The term of John Colangelo, the Community Representative to the Emergency Medical Services Committee from the Village of Port Chester, expired on June 30, 2016. Section 3A of the Inter-Municipal Agreement states that the community representatives shall be "recommended by the Corps and ratified by joint resolution of the municipalities." The City of Rye and the Villages of Port Chester and Rye Brook have joined in this inter-municipal cooperative.

Mr. Colangelo has expressed his willingness to continue as the Village of Port Chester's representative and the Corps recommends his reappointment. The Village of Port Chester's resolution has been sent to the City of Rye and the Village of Rye Brook for approval.

See attached.



## PORT CHESTER-RYE-RYE BROOK EMERGENCY MEDICAL SERVICES

8/10/2016

Mr. Marcus Serrano  
Manager  
The City of Rye  
1051 Boston Post Road  
Rye, N.Y. 10580

Dear Mr. Serrano:

The Inter-Municipal Agreement for Emergency Medical Services established the Emergency Medical Services Committee (EMSC). The Term of Mr. John Colangelo, the Community Representative to the Committee from the Village of Port Chester expires on June 30<sup>th</sup> 2016. Mr. Colangelo has been an active member of the EMSC and has expressed his desire to continue as Port Chester's representative.

Section 3A of the Inter-Municipal Agreement states that the community representative shall be "recommended by the Corps and ratified by joint resolution of the municipalities". In accordance with the agreement I respectfully submit John Colangelo for reappointment to the EMSC for a term of three (3) years, ending June 30, 2019. I request this matter be placed on the agenda of the next scheduled City of Rye Board meeting.

Please note that the Village of Port Chester approved Mr. Colangelo's nomination, resolution attached.

Please don't hesitate to contact me with any questions, comments or concerns.

Sincerely,

\_\_\_\_\_  
Scott T. Moore  
EMS Administrator

RATIFICATION OF REAPPOINTMENT TO  
EMERGENCY MEDICAL SERVICES COMMITTEE

On motion of TRUSTEE DIDDEN, seconded by TRUSTEE CECCARELLI, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, the inter-municipal agreement, between the Village of Rye Brook, City of Rye and Village of Port Chester for emergency medical services provides for an Emergency Medical Services Committee (EMSC); and

WHEREAS, the term of the Port Chester Community Representative on the Committee expired on June 30, 2016; and

WHEREAS, pursuant to Section 3A of the inter-municipal agreement, the community representatives shall be recommended by the contracted emergency services provider, the Port Chester-Rye-Rye Brook Volunteer Ambulance Corps ("Corps") and thereafter ratified by joint resolution of the municipalities.; and

WHEREAS, by letter dated April 14, 2016 from Scott T. Moore, Administrator, the Corps has recommended John B. Colangelo, Esq. to be reappointed to the EMSC. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby ratifies the recommendation of John B. Colangelo, Esq. of Port Chester, New York to be appointed to the Emergency Medical Services Committee for a term of three years, to expire on June 30, 2019.

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney, Anthony Cerreto

ROLL CALL

AYES: TRUSTEES DIDDEN, FERRARA, BRAKEWOOD CECCARELLI, ADAMS,  
MARINO AND MAYOR PILLA

NOES: NONE

ABSENT: NONE

DATE: JULY 18, 2016



# CITY COUNCIL AGENDA

NO. 18

DEPT.: Police

DATE: September 14, 2016

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

**AGENDA ITEM:** Consideration of the proposed revision to the Rules and Regulations of the City of Rye Police Department: General Order #120.8 regarding the Drug Testing Policy

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** Approval of a revision to General Order #120.8, "Drug Testing Policy"

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

Enhancement of the operational effectiveness of the Department.

**BACKGROUND:** The revisions to General Order #120.8 includes the addition of Section C. 4 regarding the Department Drug Testing policy which coincides with the testing lab's procedures.

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

## CITY OF RYE POLICE DEPARTMENT

General Order #120.8	New [ ]      Revised [X] Supersedes:
Subject: City of Rye Police Department Drug Testing Policy	
Date Issued 08/15/2016	Date Effective 09/15/2016
Page 1 of 4	
Issuing Authority: Michael C. Corcoran Jr., Police Commissioner	

### POLICY

It is the policy of this Department to detect and deter the use and possession of illegal drugs and the abuse of prescription drugs by our members. This Department recognizes that the use and possession of illegal drugs constitutes a serious threat to the health and safety of all employees and members of the public. Accordingly, the purpose of this order is to formalize a Department policy which prohibits the use of any illegal substance and/or drug capable of impairing the ability of our employees to perform their duties.

### DEFINITIONS

**Drug:** The term "Drug" shall include controlled substances as defined in section 220.00(5) of the Penal Law, State of New York and marihuana, as defined in section 220.00(8).

**Drug Abuse:** The term "Drug Abuse" shall include the use of a controlled substance or marihuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug.

**Random Employee Selection Sheet:** A computer generated list of randomly selected Department members identified by employee I.D. numbers.

**Computer Control Sheet:** A computer generated list of all Department members contained within the random drug test data base.

### PROCEDURE

Department members shall be subject to random drug testing.

#### A. Random Periodic Testing

1. No more than 20% of the Department shall be subject to random drug testing during any calendar year.

B. Refusal to Submit

1. The refusal by a member of the Department to submit to a drug test pursuant to the provisions of this order may result in immediate suspension and in subsequent disciplinary action which may include dismissal from the Department.

C. Testing Procedures

1. All drug testing collection procedures will be directly supervised by the Internal Affairs Officer and every reasonable effort will be made to maintain employee confidentiality.
2. Each member of the Department being tested shall present his or her shield and identification card at the test location to ensure proper identification.
3. Each member of the Department being tested may consult with and be accompanied by a representative of his or her collective bargaining unit. The Association representative may confer with and advise the member before and after the collection process, but shall not participate in or interfere with the process in any way. The collection process shall not be delayed because the Association representative is unavailable.
4. Prior to testing, each member shall sign and date a Custody and Control form, provided by the testing company. If the test results are positive a medical physician from the testing company will contact the member for further clarification.
5. The integrity of the sample collection process will be maintained with due regard for the dignity and privacy of the employee. There shall be no direct observation of the giving of the urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee providing the sample.
6. Testing shall be performed by a laboratory licensed or certified by the Department of Health and Human Services (DHHS). Two separate containers, supplied by the testing lab shall be prepared for each member being tested. Each container shall have a code number and date of collection affixed. The specimen shall be divided into two samples at the time of collection and shall be sealed and initialed in the presence of the employee.



7. The laboratory administering the test shall assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.
8. Initial screening will be the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marihuana. After a negative screening, the sample will be destroyed.
9. Each and every positive EMIT test will be confirmed using Gas Chromatography - Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report. Federal standard to be used.
10. Any member whose test results in a positive report, may, within 5 business days of receiving notification of such result, request in writing to the Police Commissioner, that the second sample be made available for retesting at a licensed/certified (DHHS) laboratory from a list of such laboratories supplied by the Department. The Department will be responsible for all costs and expenses in connection with the re-testing. If the re-testing results in a negative report, the test will be deemed negative and all samples will be destroyed.
11. Selection of members to be tested on a random basis shall be performed by a computer program which will randomly select the employee numbers of those to be tested. The random selection of a member will not result in that member's employee number being removed from such selection process.
12. The selection will be witnessed by a representative designated by the Police Commissioner as well as the President of the Rye Police Association or his or her designee. All designated representatives will affix their signatures to the random employee selection sheet and computer control sheet.
13. The selection process shall not be delayed due to the unavailability of the Association representatives. (Reasonable notification will be given).
14. A member selected will be ordered to report for testing. Members will not be given any advance notice of randomly scheduled tests. The President(s) of the appropriate bargaining unit(s) will be permitted to review the list of members selected for testing and the computer control sheet after all selected members have been tested.
15. Members of the Department will not be recalled to duty for random testing on their regular scheduled days off.

16. All random employee selection sheets and corresponding computer control sheets will be maintained by the Internal Affairs Officer.
17. A member of the Department will be exempt from a random drug test if at the time of the selection for that particular test he or she is unavailable due to a) vacation, b) injury, c) extended sickness, d) military leave, or e) bereavement leave.

D. Results of Drug Testing

1. Members of the Department will be notified of the results of all drug tests and provided a copy of the corresponding test results as they become available.

E. Positive Test Results

1. All positive test results will be reviewed and verified by a Medical Review Officer designated by the Department. Members of the Department who test positive for use of drugs shall be subject to discipline, up to and including dismissal, in accordance with the Rules and Regulations of the Department and applicable provisions of law.

F. Nothing herein shall be construed to restrict the Department's right, consistent with applicable provisions of law, to conduct other types of drug testing, e.g., reasonable suspicion, provided that random drug testing as defined in the annexed policy and procedure shall be governed exclusively by the terms of this stipulation.

G. Should any provision of this or any comparable drug testing policy and procedure be declared illegal by a Court of competent jurisdiction, the remaining sections of the policy and procedure shall remain in full force and effect. The parties shall, however, meet immediately to negotiate provisions to replace any section declared to be illegal.



William Connors  
Police Commissioner

## POLICE DEPARTMENT

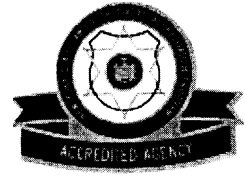
City Of Rye, New York

21 McCullough Place

Rye, N. Y 10580

Phone: (914) 967-1234

FAX (914) 967-8341



### PRE-TEST STATEMENT OF USE OF MEDICATIONS

Uniformed members of the service will complete the appropriate caption regarding medications ingested within the previous ten (10) days:

( ) I am presently taking a prescribed drug on a valid prescription issued by a certified physician. I am presently under his/her medical supervision and authorize the City of Rye Police Department to obtain any necessary confirmation of same.

Drug(s): \_\_\_\_\_

Dosage: \_\_\_\_\_

Physician's name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

( ) I am presently taking over the counter medication.

Medication: \_\_\_\_\_

( ) I am not presently taking any prescribed drug or over the counter medication.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



# CITY COUNCIL AGENDA

NO. 19

DEPT.: City Manager

DATE: September 14, 2016

CONTACT: Marcus Serrano, City Manager

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

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the City Council adopt the following resolution:

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

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

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

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

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

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

See attached.

---

---

**INTEROFFICE MEMORANDUM**

---

---

**TO:** MARCUS SERRANO, CITY MANAGER  
**FROM:** SALLY ROGOL, SUPERINTENDENT  
**SUBJECT:** SURPLUS ITEMS  
**DATE:** SEPTEMBER 9, 2016  
**CC:** ELEANOR MILITANA, IKE KUZIO, GEORGE HOGBEN

---

Rye Boat Basin is seeking permission to surplus the following items. This item is non-working and from the advice from the Garage Foreman, not worth the time and materials to fix.

Toro Groundsmaster 345 104-7049 Turf Products Corp.



# CITY COUNCIL AGENDA

NO. 20

DEPT.: City Manager

DATE: September 14, 2016

CONTACT: Marcus Serrano

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

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

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

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

**BACKGROUND:** Sole Ryeders & Friends, together with the Rye High School Breast Cancer Awareness Club and the RHS Crew team, will launch TieTheTownPink, a breast cancer awareness campaign whose goal is to adorn hundreds of trees throughout the City of Rye with pink ribbons on the morning of October 1, 2016 to show support of people and their families who are fighting breast cancer. They seek permission from the City of Rye to tie large pink ribbons around trees and lampposts throughout the City and on downtown Purchase Street from October 1 – 31, 2016. Sole Ryeders & Friends will take responsibility for placing the ribbons around town and will take all ribbons down at the end of the campaign.

See attached.



August 18, 2016

Honorable Mayor and Council Members:

Sole Ryeders & Friends, together with the Rye High School Breast Cancer Awareness (BCA) Club and the RHS Crew team, will launch TieTheTownPink (TTTP), an awareness campaign whose goal is to adorn hundreds of trees throughout the City of Rye with pink ribbons on the morning of October 1, and to fashion the men, women and children of Rye in pink hair and wrist ties to show support of people and their families who are fighting breast cancer.

Sole Ryeders and Friends' seeks permission from the City of Rye to tie large pink ribbons around trees and lampposts throughout the City and on downtown Purchase Street as part of our **TieTheTownPink** breast cancer awareness campaign, from October 1 – 31, 2016. Sole Ryeders & Friends will take responsibility for placing the ribbons around town and will take all ribbons down at the end of the campaign as well. In addition to the ribbons tied throughout town, Sole Ryeders, the RHS Breast Cancer Awareness Club and RHS *Crew Cares* will sell **TieTheTownPink Bundles of Hope** (comprising a ribbon and two hair/wrist ties) to local residents and businesses, to wrap around their own trees, mailboxes, lamp-posts or front doors. Individuals can even pre-order a ribbon for a **TieTheTownPink** volunteer to wrap around their tree on October 1<sup>st</sup> and throughout the month. All proceeds from the campaign will benefit Sole Ryeders & Friends' local cancer-related programs and services, including The Wig Exchange and Strand Together.

"Our goal is for Sole Ryeders, the Breast Cancer Awareness Club and the Rye High School Crew team to sell so many pink ribbons and hair ties, that when the Rye community wakes up on October 1<sup>st</sup>, our City



is swathed in a sea of pink,” says Susan Janart, a member of Sole Ryeders who is co-chairing the campaign with Sole Ryeders Advisory Board member Lisa Dominici Faries.

“We are excited to do something meaningful to help women and their families affected by breast cancer,” says Sophomore Abi Goffinet, vice-president of RHS Breast Cancer Awareness Club. “It will be so cool to see Rye parents and students – male and female – sporting our **TieTheTownPink** hair and wrist ties. We are so grateful to Citibank and Coldwell Banker/Nancy Neuman for sponsoring our hair ties.”

“Breast Cancer is a horrible disease that strikes women and men. The Rye High School Crew team supports the Breast Cancer Awareness Club and Sole Ryeders via *Crew Cares*, our team’s philanthropic initiative,” says RHS Senior Brendan Faries, co-president of *Crew Cares*. “We are hoping that our *Crew Cares* team volunteers will have to tie pink ribbons around hundreds of trees in Rye during the early morning hours on October 1<sup>st</sup>.”

Founded in 2007, Sole Ryeders & Friends is a volunteer-driven organization based in Westchester County, New York, which provides and supports local cancer-related programs. The name ‘Sole Ryeders’ stems from the founding members, who are residents of the City of Rye. The extensive network of over 300 dedicated individuals has used grassroots efforts to raise more than \$1.75 million to help community members affected by cancer. [www.soleryders.org](http://www.soleryders.org)

RHS Breast Cancer Awareness Club is an after-school club based at Rye High School, who mission is to create awareness around breast cancer and to help support people and their families who are affected by the disease.

Crew Cares is a community service program created by members of the RHS Crew team. Crew Cares philanthropic mission is to support a charity through fundraising and volunteer services.

The Wig Exchange -- The Gift of Hair from Women Who’ve Been There – is a Sole Ryeders’ program that launched in December 2011 and provides women undergoing chemotherapy with high quality wigs and practical tips for managing the issues surrounding cancer-related hair loss. In addition, [The Wig Exchange](http://TheWigExchange.org) provides a meaningful way for cancer survivors to recycle their gently used wigs while helping other women facing cancer. [www.theWigExchange.org](http://www.theWigExchange.org)

Strand Together is a Sole Ryeders program where individuals donate a minimum of 6 inches of their hair. After it’s professionally cleaned, the hair is used to create a special kind of wig for women undergoing cancer treatment, called a “Hip Hat with Hair”. Hip Hats with Hair have “under hair” which is attached to a soft piece of fabric that covers the top of the head and then any kind of hat can be worn on top of it. These Hip Hats with Hair offer a comfortable, chic, and versatile alternative to a full wig, and are offered to clients of The Wig Exchange.

###

Contact: Lisa Dominici Faries  
Member, Sole Ryeders & Friends Advisory Board  
[TieTheTownPink@gmail.com](mailto:TieTheTownPink@gmail.com)



# CITY COUNCIL AGENDA

NO. 21

DEPT.: City Manager

DATE: September 14, 2016

CONTACT: Marcus Serrano, City Manager

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

**FOR THE MEETING OF:**

September 14, 2016

**RYE CITY CODE,**

CHAPTER

SECTION

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

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

**BACKGROUND:**

The Jarden Corporation is requesting the Council approve the use of city streets on Sunday, September 25, 2016 from 7:00 a.m. to 6:00 p.m. for their annual Westchester Triathlon. The requestor has been in contact with the Rye Police Department regarding the event and has provided the appropriate insurance certificate to the City Clerk's office.

See attached request from Eric Opdyke, Parade Coordinator.

The City of Rye  
Rye City Hall  
1051 Boston Post Road  
Rye, New York 10580  
(914) 967-5400

Dear City Manager and City Council,

I'm writing to request formal permission for use of the roadways through The City of Rye. Police officers are required at various positions on the bike and run portions of the triathlon taking place on Sunday September 25, 2016.

For the Bike Course we request to use the following roads:

Playland Parkway  
Forest Ave  
Grace Church  
Purchase / Theodore Fremd Ave / Playland Access Dr

For the Run Course we request to use the following roads:

Milton Rd  
Hill St  
Ormond Pl  
Halstead Pl  
Dearborn Ave  
Stuyvesant Ave  
Van Wagenen Ave  
Forest Ave

I would be honored if you would grant us permission to use the roads for the race on Sunday September 25, 2016. I look forward to working with Commissioner Corcoran and the traffic staff.

Sincerely,

Eric Opdyke  
Race Director  
Westchester Triathlon  
P: 203-981-6340  
E: [eric@rev3tri.com](mailto:eric@rev3tri.com)



# Operations Manual

# 2016

# 2016 Race Timeline & Course Maps

---



## Contents

Point of Contact / Coordination .....	3
Clinics.....	3
Communication .....	3
Medical Services.....	3
Event Day Signing .....	3
Pavement Markings.....	3
Event Support Vehicles.....	4
Security .....	4
Spectator Control .....	4
Parking.....	4
Park Coordinator .....	5
Payment.....	5
Public Notification .....	5
Schedules .....	5
Day 1: Wednesday, September 21 .....	5
Day 2: Thursday, September 22 .....	5
Day 3: Friday, September 23 .....	5
Day 4: Saturday, September 24.....	5
Day 5: Sunday, September 25 – Overview .....	7
Timeline – Transition .....	7
Timeline – Swim .....	7
Timeline – Bike .....	8
Timeline – Run.....	9
Timeline – Finish Line.....	9
APPENDIX.....	10
Swim Course.....	10
Bike Course.....	11
Run Course .....	12
Athlete Time Projections.....	13
Police Posts (Bike Course) .....	14
Police Posts (Run Course).....	15
Town / Police Approvals .....	

## Point of Contact / Coordination

- Coordination with Westchester Triathlon should occur with the race director, Eric Opdyke. Eric will work with Ken Puccia at Playland to obtain necessary permission and resolve any problems.

Eric Opdyke  
(203) 981-6340 (Cell)  
[eric@rev3tri.com](mailto:eric@rev3tri.com)

- Approximately 4 monthly meetings to occur with Playland, City of Rye Police, Westchester County Police, and 1 meeting with all of the police/fire/rescue jurisdictions.

## Clinics

- Course preview rides/runs will take place TBD starting and ending at RTP beginning at 7am. Each participant will be charged \$5 to park. Extreme caution will be used returning on Playland Parkway. Insurance for the rides will be covered by Westchester Triathlon Committee and each participant will sign a waiver.

## Communication

- A command post will be set up on site so we have a direct link to all jurisdictions
- Law enforcement and EMS with portable radios will be on shore during the swim to communicate with safety boats
- Race staff will have portable radios to communicate with each other
- Cell phones will be used as a backup
- Whistles will be used by kayakers and lifeguards

## Medical Services

- **Safety boats** will be on the water during the swim, including jetski with rescue sled.
- **EMS / The Port Chester ambulance** will be stationed on shore at the extraction point and all safety boats will be notified of this location. The ambulance will relocate after the swim to a point close to the finish line. EMS will be notified in all race jurisdictions.
- **A Greenwich ambulance** will be on the bike course the Glenville Fire house.
- A medical trailer from **Phelps Hospital** will also be on hand to assist with medical needs.

## Event Day Signing

- A series of signs with directional arrows (including straight, left turn, right turn, caution, and “race in progress”) will be placed at all intersections along the course.
- Mile markers will be placed at 5 mile increments on the bike course and 1 mile increments on the run course.

## Pavement Markings

- Two foot arrows will be created using bright fluorescent duct tape on the pavement at all intersections where an athlete needs to turn
- **For the bike course:** A series of three (3) arrows will be used
  - The first arrow will be placed 100' from the turn

- The second arrow will be placed 50' from the turn
  - The third arrow will be placed immediately following the turn as a confirmation
- **For the run course:** A series of two (2) arrows will be used
  - The first arrow will be placed 50' before the turn
  - The second arrow will be placed at the turn
- **For the bike and run courses:** At all intersections where the athlete goes straight, one arrow will be placed at the start of the intersection

## Event Support Vehicles

- Two lead **police motorcycles** (County Police) will lead out the first athlete (approx .5mi to 1mi ahead) to alert all police posts that an athlete is approaching and to allow them enough time to stop traffic.
- A **race support lead vehicle** will lead out the first athlete (within eye sight) with flashers on and "Race Support" sign visible on the windshield/dash.
- There will be **bike mechanical support vehicles** on the course helping athletes with mechanical problems.
- **Bike course** and **run course coordinators** will have vehicles on the course managing signs, volunteers, and intersections as needed.
- There will be a **sweep vehicle** following the last place person and notifying the police posts that the last person has gone through the intersection.

## Security

- The Westchester Triathlon Agrees to contract Playland Park for overnight security in the upper parking lot from 6pm Saturday to 5am Sunday.
- Security should notify Westchester County Police (xxx) xxx-xxxx and race director Eric Opdyke (203) 981-6340 immediately of any problems.

## Spectator Control

- **Snow fencing** (made of fabric and mounted to green metal stakes) will enclose the transition area and finish line for security and is designed to control the traffic flow and help keep spectators away from athletes.
- The race would like Playland Park to provide crowd **control barricades** to be used in the upper parking lot. The race requests the use of as many barricades as possible – upwards of 100. The race requests the use of the barricades starting Thursday AM September 22 and ending Sunday September 25. Please let race know as soon as possible how many barricades would be available to borrow.
- The race would also like Playland Park (Westchester County) to allow use of the **orange pylons** that are currently alongside the walkway at playland on the parking lot side to remain at that point so we can utilize for the run route. Please let race know as soon as possible if we are able to borrow the pylons.

## Parking

- The Westchester Triathlon will contact the "Tri State Parking" for parking detail on Sunday morning. Contact: [robert@tristateparking.com](mailto:robert@tristateparking.com)
- The race will use the lower lot for athlete parking



## Park Coordinator

- Playland Park will provide an on-site coordinator in the parking lot to assist with power needs, gate access, lighting, and other questions/issues that arise. The coordinator will be available Thursday, Friday, Saturday and Sunday, September 22, 23, 24, 25.

## Payment

- Playland agrees to provide a detailed list of costs to the Westchester Triathlon in advance of the race.
- The Westchester Triathlon agrees to pay the amount in full within 30 days after receipt of final invoice.

## Public Notification

- Flyers will be handed out in the neighborhoods of the run course.
- Starting Monday September 19, 2016, "Bike Race Sunday, Expect Delays" signs will be posted throughout the bike route. All signs will be removed on Sunday September 25, 2016 immediately following the event.

## Schedules

### Day 1: Wednesday, September 21

Start Time	End Time	Activity
12:00 PM	7:00 PM	Packet Pick in NYC

### Day 2: Thursday, September 22

Start Time	End Time	Activity
8:00 AM		Barricades arrive on site in Playland Parking Lot
9:00 AM		Equipment pickup at Home Depot
10:00 AM		Set up in Playland Upper Lot and Rye Town Park begins
12:00 PM		Tents arrive on site
8:00 PM		Set Up Ends

### Day 3: Friday, September 23

Start Time	End Time	Activity
8:00 AM	7:00 PM	Set up resumes <b>in upper lot and RTP</b>
12:00 PM		Portolets arrive
8:00 PM		Set up Ends

## Parking – Saturday Kids/Sprint race

Parking for the 2016 race will be in the Oakland Beach Parking lot and overflow lot in Rye Town Park. Arriving racers and spectators will be directed down Forest Ave as they come to the end of Playland Parkway. The parking coordination will be handled by town park employees. **Rye police to put "No Parking" signs on Forest Ave.**

## Day 4: Saturday, September 24

Start Time	End Time	Activity
6:00 AM		Kid's race set up begins (Buoys out, cones in Playland Park, run course complete)
6:30 AM		Open exit to Playland Park so bikes can go in
6:30 AM		EMS and volunteers arrive
7:00 AM	7:45 AM	Kids' race registration begins
7:45 AM		Registration closed - Kid's go to water for race start
8:00 AM		<b>First wave</b> (7-10 yr olds boys begin 75 yd swim)
8:03 AM		Second Wave 7-10 yr old Boys
8:06 AM		Third wave 7-10 Yr old Girls
8:09 AM		Final Wave 7-10 Yr old Girls and Challenged Athletes
8:15 AM		First cyclist returns to transition to begin run in Rye Town Park
8:20 AM		First finisher crosses finish line
8:50 AM		<b>Last Finisher Crosses</b>
9:00 AM		<b>1<sup>st</sup> Wave</b> (11-14 yr olds Boys begin 150 yd swim)
9:02 AM		<b>2<sup>nd</sup> Wave 11-14 yr old Boys</b>
9:04 AM		<b>3<sup>rd</sup> Wave 11-14 Girls</b>
9:06 AM		<b>Final Wave 11-14 Girls</b>
9:30 AM		<b>1<sup>st</sup> Finisher Crosses</b>
9:50 AM		<b>Last Finisher Crosses</b>
10:00 AM		<b>Third wave</b> (Super Sprint begin 300 yd swim)
10:15 AM		All cyclists should be on course doing 3 loops in Playland Park lot
10:30 AM		<b>Awards ceremony for kids race</b>
11:00 AM		All swim volunteers meet at Lifeguard shack at RTP
11:15 AM		All Super Sprinters should be finished
11:30 AM		All swim volunteers complete dry safety run with swim coordinator
11:30 AM	1:30 PM	Practice Swim
1:00 PM		Transition area complete and ready for athlete bike drop-off
1:00 PM	5:00 PM	<b>Packet Pick Up and Expo begins</b>
5:00 PM		Packet Pick Up and Expo closes
5:30 PM		Athlete Dinner
8:00 PM		Bike course set up begins

The race would also like Playland Park to allow use of the **orange pylons** that are currently alongside the walkway at Playland on the parking lot side to remain at that point so we can utilize for the run route. Please let race know as soon as possible if we are able to borrow the pylons.

The race will utilize cones that have been provided by the county for the bike course. We would require 75 cones to make lanes for the bikers as they exit the transition area and ride to the circle and into Playland parking lot. We would also use cones for a return lane as they exit the parking lot and return to the pool parking lot.

## Day 5: Sunday, September 25 – Overview

Start Time	End Time	Activity
5:00 AM	6:30 PM	Transition area opens
6:30 AM		Transition area closes
6:35 AM		<b>Mandatory race briefing</b>
6:50 AM		National Anthem
7:00 AM		<b>Amateur waves</b> begin
9:00 AM	1:00 PM	First Finisher Expected / Finisher celebration begins
9:00 AM	1:00 PM	Expo opens
12:00 PM		<b>Awards ceremony and raffle</b>
1:00 PM		Expo, band, and celebration conclude
2:00 PM		Clean-up crew for garbage
4:00 PM		Breakdown concludes
*****		<b>Tents and Portolets get picked up on Monday</b>

### Timeline – Transition

Start Time	End Time	Activity
4:30 AM		Transition area final review Volunteers arrive*
5:00 AM	6:40 PM	Transition area opens to athletes*
6:30 PM		Transition closes for athletes to go to beach for mandatory pre-race briefing
7:19 AM		First swimmers enters transition
8:20 AM		First cyclist returns
8:40 AM		Last Swimmer
10:00 AM		Open space in far end of transition area for athletes to remove their bikes*
10:30 AM		Last Bike Predicted to Return
1:00 PM	4:00 PM	Transition area breakdown begins
4:00 PM		Breakdown complete

#### \* Transition Notes to Volunteers

- Ensure only athletes with bracelets enter transition. No spectators at any time in transition.
- Confirm race numbers match to bike numbers when athletes are leaving.
- Body Markers – available at entrance and within transition in each aisle to body mark:  
Shoulders (number), back of hand for swim identification (number), right calf (age)

### Timeline – Swim

Start Time	End Time	Activity
5:00 AM	6:00 AM	Swim course final set up Volunteers arrive* Kayak drop off Rye Town Park
6:30 AM	6:45 AM	Swim course open for warm-up Lifeguards and volunteers in the water
6:45 AM	6:50 AM	Swim course closes for opening ceremonies and course information
6:50 AM		Waves are organized into the corral for start
6:55 AM		National Anthem
6:57 AM		First wave prepares to start

7:00 AM	[COLOR]	WAVE 1:
7:04 AM	[COLOR]	WAVE 2:
7:08 AM	[COLOR]	WAVE 3:
7:12 AM	[COLOR]	WAVE 4:
7:16 AM	[COLOR]	WAVE 5:
7:20 AM	[COLOR]	WAVE 6:
7:24 AM	[COLOR]	WAVE 7:
7:28 AM	[COLOR]	WAVE 8:
7:32 AM	[COLOR]	WAVE 9:
7:36 AM	[COLOR]	WAVE 10:
7:40 AM	[COLOR]	WAVE 11:
7:44 AM	[COLOR]	WAVE 12:
7:48 AM	[COLOR]	WAVE 13:
8:45 AM		All swimmers should be out of the water Course breakdown begins
9:30 AM		Swim course breakdown is completed

#### Swim Notes:

- Safety is the first priority and each water safety personnel will have a whistle and will blow it in the event of an emergency situation.
- A dry run will be required on Saturday with all the swim safety volunteers.
- Swim waves will be 4min apart with no more than 150 per swim wave.
- The swim is clockwise and swimmers must stay on the outside of the buoys.
- 15-20 lifeguards will be in the water and up to 10 more volunteer kayakers.
- 3 volunteer boats will be on hand (one on the interior of the swim and 2 on the exterior). 1-2 police boats will also be on the exterior to keep boat traffic away.
- All swimmers will be scanned with our timing system upon entering the water and all swimmers will be scanned upon finishing the swim. Any swimmer pulled from the swim will be radioed to our timer and accounted for.
- Once there are less than one dozen swimmers in the water, we will work closely with the transition coordinator to count bikes left in transition to make sure it matches the number of swimmers left in the water. The timer will notify the swim coordinator and race director as soon as all the swimmers are accounted for and radio communication will be spread to all water personnel.

#### \*Swim Notes to Volunteer Kayakers

- Kayaks will be requested to be brought to the park on Saturday and a swim safety meeting will take place with all the volunteers.
- Provide direction and assistance as needed for swimmers.
- Patrol along the jetties and pier.
- Can have a swimmer and hang on to the craft, but cannot assist in forward progress.
- Try to make note of swimmers who cut buoys by looking for their race number on the back of their hands.
- Bring swimmers back to beach that want to drop out or needed assistance on course – coordinate first aid if necessary with race staff – make sure to remove chip.

## Timeline – Bike

\*Saturday course Set-up from 8:00-10:00PM

Start Time	End Time	Activity
4:00 AM	6:00 AM	Course set up review

6:00 AM	6:45 AM	Volunteers are positioned on the course
7:00 AM		All police and volunteers to be in position on course
7:15 AM		Coordinate notification to police/staff/volunteers regarding first swimmer getting ready to enter bike course, start controlling traffic flow out of transition area. Lead vehicle ready to go.
8:20 AM		First biker comes back to transition – his/her progress will be reported through radio operator
9:00 AM		Begin breakdown of bike course from beginning – includes clean up of course markings, removal of signage and pick up of volunteers
10:30 AM		Last biker should be in – position also relayed through radio operator
10:40 AM		Run course closes. Racers not out of transition will be removed from race. Bike course breakdown should be complete.

## Timeline – Run

Friday/Saturday – All day set up within Rye Town Park

Start Time	End Time	Activity
4:30 AM	6:30 AM	Final Course Set-up
6:00 AM		Volunteers arrive
6:30 AM		Aid stations set up
7:30 AM		Volunteers out on course
8:15 AM		Coordinate notification to police/staff/volunteers regarding first biker getting ready to enter run course, start controlling traffic flow out of transition area
8:25 AM		First runner enters the run course
9:00 AM		First racer crosses the finish line – should be overall winner
11:10 AM	12:45 PM	Last runner should be off boardwalk and Playland premises Course breakdown begins
12:00 PM		Last participant should be finished
12:45 PM		Run course breakdown is complete

## Timeline – Finish Line

Start Time	End Time	Activity
8:15 AM	8:30 AM	Review finish line set up Volunteers arrive*
9:00 AM		First finisher comes across
12:00 PM		Last finisher comes across
12:00 PM	1:00 PM	Breakdown begins

\*Finish Line Notes to Volunteers:

- **Finish Line Coordinator** – provide direction to all finish line personnel
- **Marshals** – keep participants flowing through the finish area to avoid congestion
- **Water Marshals** – located inside chute handing out water and finisher medals
- **Body Catchers** – located inside chute assisting exhausted participants
- **Collectors** – collect timing chips



## APPENDIX

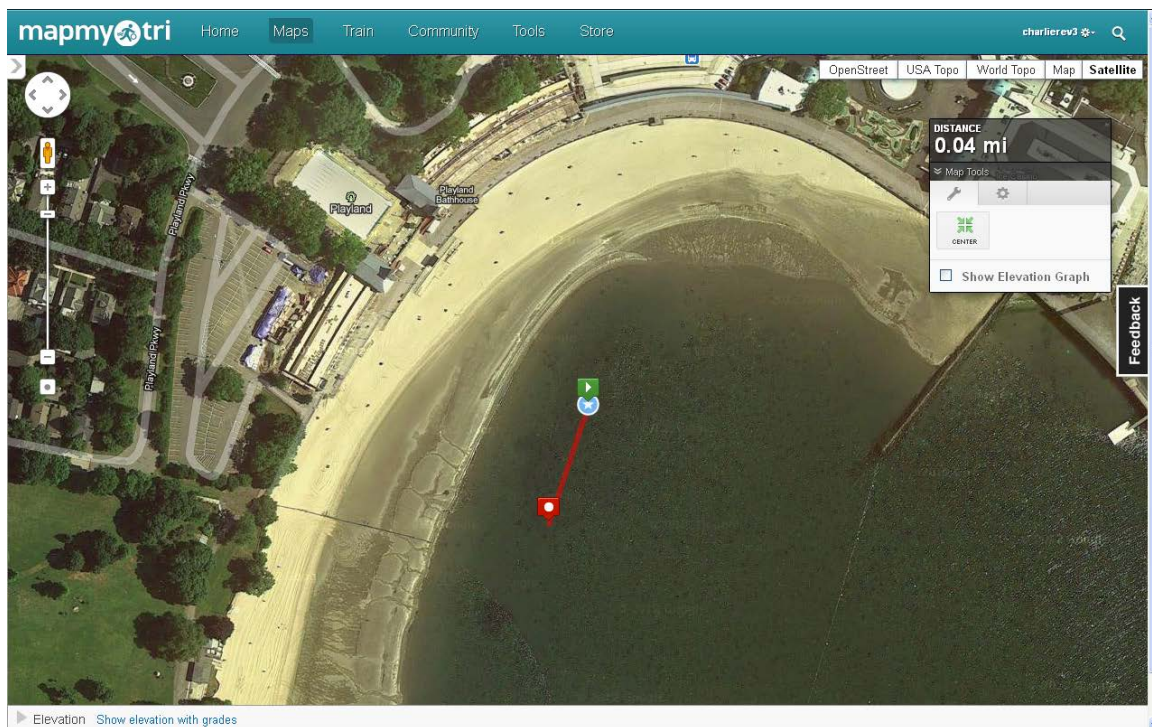
### Swim Course

#### Adult Swim



B= Boat J= Jetski L= Lifeguard K= Kayaker

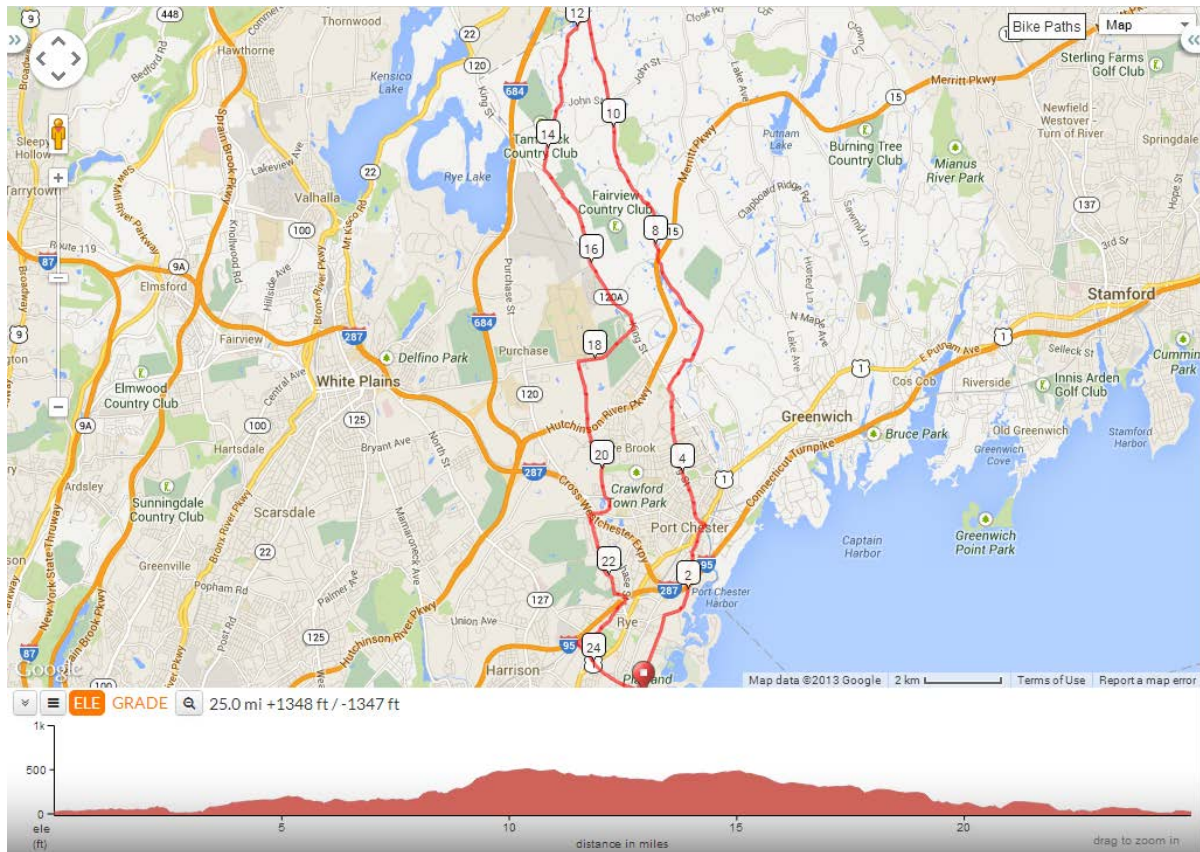
#### Kids Swim



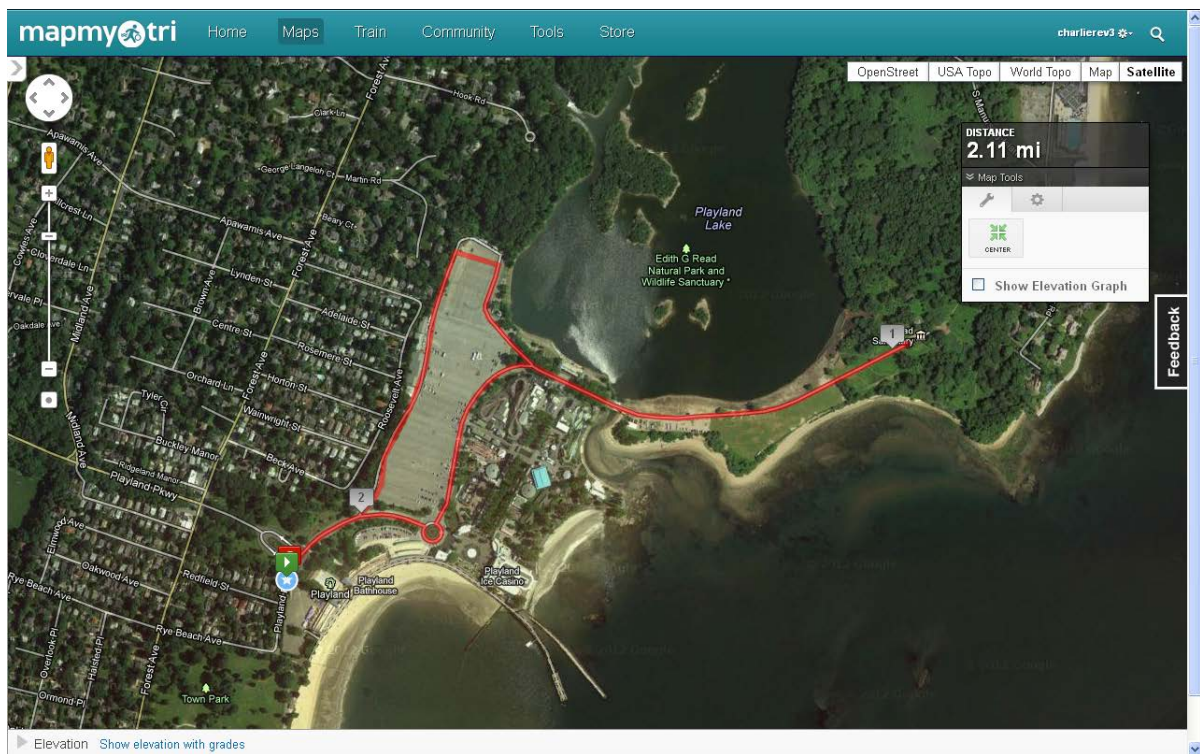


## Bike Course

### Adult Bike



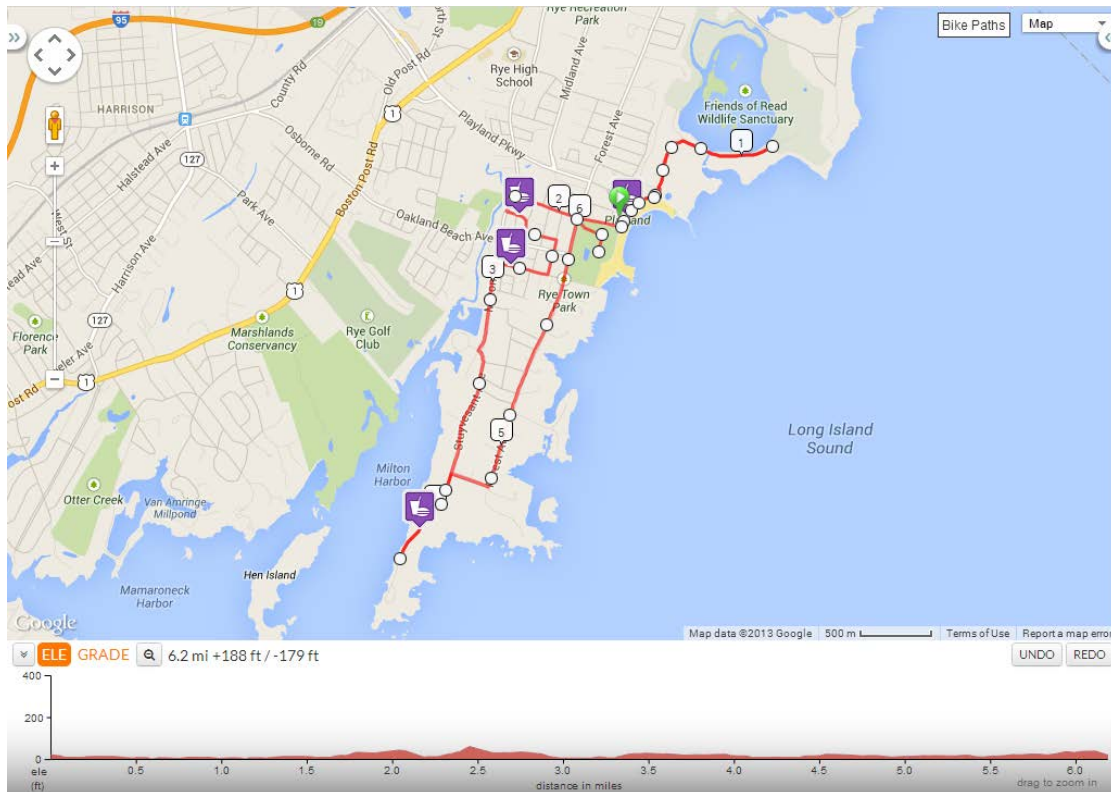
### Kids / Sprint Bike



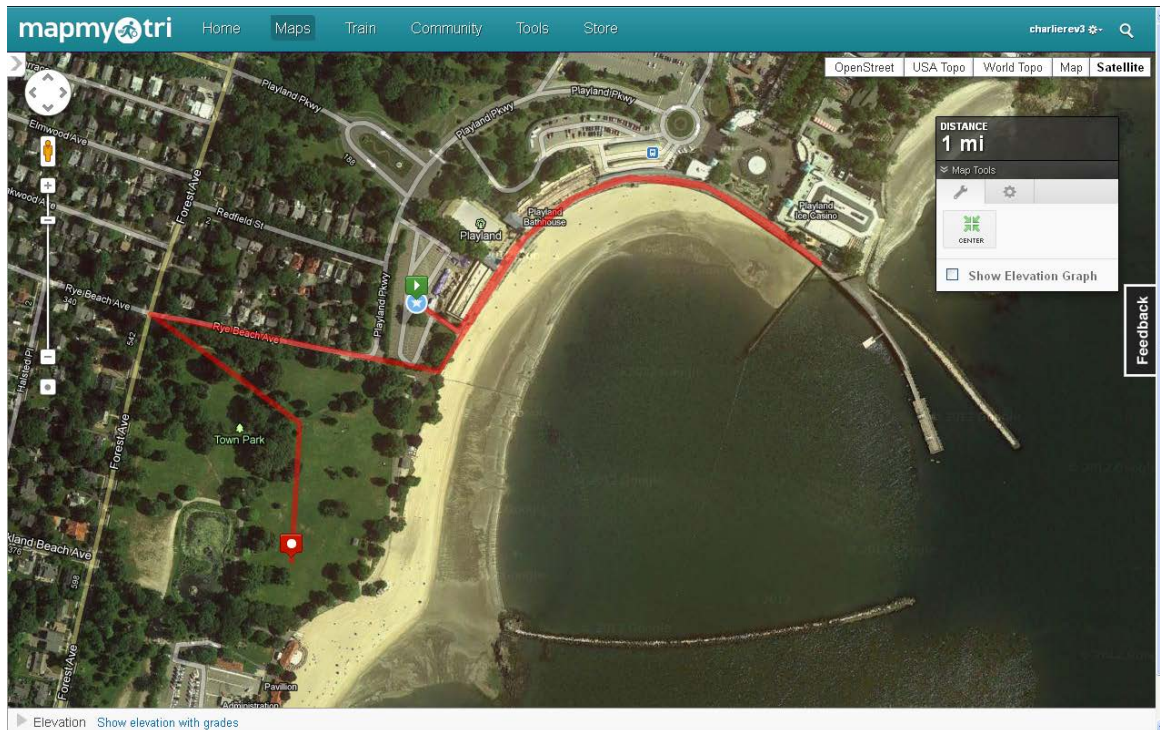


## Run Course

### Adult Run



### Kids / Sprint Run



## Athlete Time Projections

	Swim						T1	Bike						T2	Run							
Group	Distance	Pace Front	Pace Tail	Start Time	Front Exit	Tail Exit	Swim-Bike	Distance	Pace Front	Pace Tail	Front Start	Tail Start	Front return	Tail return	Bike-Run	Distance	Pace Front	Pace Tail	Front Start	Tail Start	Front finish	Tail Finish
AG Oly	1500	0:01:20	0:01:35	7:00:00	7:20:00	7:23:45	0:01:30	25.00	25	22	7:21:30	7:25:15	8:21:30	8:33:26	0:01:00	6.2	0:05:30	0:06:20	8:27:00	8:38:56	9:01:06	9:18:12
AG Oly	1500	0:01:30	0:01:55	7:04:00	7:26:30	7:32:45	0:01:30	25.00	23	19	7:28:00	7:34:15	8:33:13	8:53:12	0:01:00	6.2	0:06:00	0:07:20	8:39:13	8:59:12	9:16:25	9:44:40
AG Oly	1500	0:01:30	0:03:30	7:06:00	7:28:30	7:58:30	0:01:30	25.00	24	14	7:30:00	8:00:00	8:32:30	9:47:09	0:01:00	6.2	0:06:00	0:09:00	8:38:30	9:53:09	9:15:42	10:48:57
AG Oly	1500	0:01:30	0:03:40	7:10:00	7:32:30	8:05:00	0:01:30	25.00	24	14	7:34:00	8:06:30	8:36:30	9:53:39	0:01:00	6.2	0:06:00	0:13:00	8:42:30	9:59:39	9:19:42	11:20:15
AG Oly	1500	0:01:30	0:03:40	7:14:00	7:36:30	8:09:00	0:01:30	25.00	24	14	7:38:00	8:10:30	8:40:30	9:57:39	0:01:00	6.2	0:06:00	0:13:00	8:46:30	10:03:39	9:23:42	11:24:15
AG Oly	1500	0:01:30	0:03:40	7:18:00	7:40:30	8:13:00	0:01:30	25.00	24	14	7:42:00	8:14:30	8:44:30	10:01:39	0:01:00	6.2	0:06:00	0:13:00	8:50:30	10:07:39	9:27:42	11:28:15
AG Oly	1500	0:01:30	0:03:40	7:22:00	7:44:30	8:17:00	0:01:30	25.00	24	14	7:46:00	8:18:30	8:24:00	10:05:39	0:01:00	6.2	0:06:00	0:13:00	8:30:00	10:11:39	9:07:12	11:32:15
AG Oly	1500	0:01:30	0:03:40	7:26:00	7:48:30	8:21:00	0:01:30	25.00	24	14	7:50:00	8:22:30	8:24:00	10:09:39	0:01:00	6.2	0:06:00	0:13:00	8:30:00	10:15:39	9:07:12	11:36:15
AG Oly	1500	0:01:30	0:03:40	7:30:00	7:52:30	8:25:00	0:01:30	25.00	24	14	7:54:00	8:26:30	8:24:00	10:13:39	0:01:00	6.2	0:06:00	0:13:00	8:30:00	10:19:39	9:07:12	11:40:15
AG Oly	1500	0:01:30	0:03:40	7:34:00	7:56:30	8:29:00	0:01:30	25.00	24	14	7:58:00	8:30:30	8:24:00	10:17:39	0:01:00	6.2	0:06:00	0:13:00	8:30:00	10:23:39	9:07:12	11:44:15
AG Oly	1500	0:01:30	0:03:40	7:38:00	8:00:30	8:33:00	0:01:30	25.00	24	14	8:02:00	8:34:30	8:24:00	10:21:39	0:01:00	6.2	0:06:00	0:13:00	8:30:00	10:27:39	9:07:12	11:48:15
AG Oly	1500	0:01:30	0:03:40	7:42:00	8:04:30	8:37:00	0:01:30	25.00	24	14	8:06:00	8:38:30	8:24:00	10:25:39	0:01:00	6.2	0:06:00	0:13:00	8:30:00	10:31:39	9:07:12	11:52:15
AG Oly	1500	0:01:30	0:03:40	7:44:00	8:06:30	8:39:00	0:01:30	25.00	24	14	8:08:00	8:40:30	8:24:00	10:27:39	0:01:00	6.2	0:06:00	0:13:00	8:30:00	10:33:39	9:07:12	11:54:15
	Swim						T1	Bike						T2	Run							
Group	Distance	Pace Front	Pace Tail	Start Time	Front Exit	Tail Exit	Swim-Bike	Distance	Pace Front	Pace Tail	Front Start	Tail Start	Front return	Tail return	Bike-Run	Distance	Pace Front	Pace Tail	Front Start	Tail Start	Front finish	Tail Finish
Age 7-10	75	0:01:30	0:03:00	8:00:00	8:01:07	8:02:15	0:01:00	2.00	22	14	8:02:07	8:03:15	7:26:57	8:11:49	0:01:00	1	0:06:00	0:09:00	7:32:57	8:17:49	7:38:57	8:26:49
Age 11-14	150	0:01:30	0:03:00	8:45:00	8:47:15	8:49:30	0:01:00	4.00	22	14	8:48:15	8:50:30	8:59:10	9:07:39	0:01:00	1	0:06:00	0:10:00	9:05:10	9:13:39	9:11:10	9:23:39
SS #1	300	0:01:30	0:03:40	9:30:00	9:34:30	9:41:00	0:01:00	6.00	21	14	9:35:30	9:42:00	9:52:39	10:07:43	0:01:00	1	0:07:00	0:13:00	9:59:39	10:14:43	10:06:39	10:27:43
SS #2	300	0:01:30	0:03:40	9:35:00	9:39:30	9:46:00	0:01:00	6.00	21	14	9:40:30	9:47:00	7:38:39	10:12:43	0:01:00	1	0:07:30	0:13:00	7:46:09	10:20:13	7:53:39	10:33:13

## Police Posts (Bike Course)

Front Speed	25									Front Speed
Tail Speed	14									Tail Speed
First Wave, First Exit:	7:21:30									First Wave, First
Last Wave, Tail exit:	8:40:30									Last Wave, Tail
Total Dist (mi)	Leg Dist (mi)	Clock Time	Intersection	Police	Volunteers	Signs	Town	Contact	Email	Total Dist (mi)
0										0
0.1	0.1	07:21:44 - 08:40:56	Turn left onto Playland Pkwy		2		City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	0.1
0.16	0.06	07:21:52 - 08:41:11	Turn right onto Forest Ave	x	3	RT	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	0.16
0.4	0.24	07:22:25 - 08:42:13	Forest / Apawamis	x	1	Straight	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	0.4
1.2	0.8	07:24:16 - 08:45:39	Forest / Manursing Way	x	1	Straight	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	1.2
1.3	0.1	07:24:30 - 08:46:04	Forest / Manursing Ave	x	2	Straight	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	1.3
1.4	1.24	07:24:44 - 08:46:30	Turn right onto Grace Church St.	x	1	RT	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	1.4
1.5	1.1	07:24:58 - 08:46:56	Grace Church / Kirby	x	1	Straight	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	1.5
2.1	0.9	07:26:21 - 08:49:30	Grace Church / Cottage	x	1	Straight	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	2.1
2.6	1.2	07:27:30 - 08:51:39	Turn right onto Don Bosco Place	x	2	RT	Port Chester	Sgt. Vaccaro	CVaccaro@vpcpd.com	2.6
2.7	1.2	07:27:44 - 08:52:04	Don Bosco / Purdy	x	2	Straight	Port Chester	Sgt. Vaccaro	CVaccaro@vpcpd.com	2.7
2.9	0.8	07:28:12 - 08:52:56	Continue on Abendroth Ave. / Westchester	x	2	Straight	Port Chester	Sgt. Vaccaro	CVaccaro@vpcpd.com	2.9
3	0.4	07:28:25 - 08:53:21	Abendroth / Adee	x	x	Straight	Port Chester	Sgt. Vaccaro	CVaccaro@vpcpd.com	3
3.1	0.5	07:28:39 - 08:53:47	Turn left onto Willett Ave	x	4	LT	Port Chester	Sgt. Vaccaro	CVaccaro@vpcpd.com	3.1
3.15	0.45	07:28:46 - 08:54:00	Quick left/right to stay on Willett Ave	x	2	LT	Port Chester	Sgt. Vaccaro	CVaccaro@vpcpd.com	3.15
3.3	0.4	07:29:07 - 08:54:39	Left onto King St. / Willett	x	2	LT	Port Chester	Sgt. Vaccaro	CVaccaro@vpcpd.com	3.3
3.5	0.5	07:29:35 - 08:55:30	King St / Poningo	x	1	Straight	Port Chester	Sgt. Vaccaro	CVaccaro@vpcpd.com	3.5
4	1	07:30:58 - 08:58:04	King st. / Putnam	x	3	Straight	Port Chester	Sgt. Vaccaro	CVaccaro@vpcpd.com	4
4.2	1.1	07:31:18 - 08:58:43	King St / Conley	x		Straight	Rye Brook	LT Matthews		4.2
5.3	2.2	07:33:44 - 09:03:13	Right on Glenville St.	x	2	RT	Rye Brook	LT Matthews		5.3
5.8	0.5	07:34:53 - 09:05:21	Turn right to stay on Glenville St / Glen Ridge	x	1	RT	Greenwich	Roger Drenth	Roger.Drenth@greenwichct.org	5.8
5.9	0.1	07:35:07 - 09:05:47	Turn Left onto Riversville Rd	x	2	LT	Greenwich	Roger Drenth	Roger.Drenth@greenwichct.org	5.9
6.4	0.5	07:36:16 - 09:07:56	Riversville / Pecksland	x	1	Straight	Greenwich	Roger Drenth	Roger.Drenth@greenwichct.org	6.4
7.8	1.4	07:38:21 - 09:11:47	Riversville / Sherwood					Roger Drenth	Roger.Drenth@greenwichct.org	7.8
10.4	2.6	07:41:07 - 09:16:56	Straight at John st.	x	2	Straight	Greenwich	Roger Drenth	Roger.Drenth@greenwichct.org	10.4
11.8	1.4	07:44:21 - 09:22:56	Turn left onto Bedford St.	x	2	LT	Greenwich	Roger Drenth	Roger.Drenth@greenwichct.org	11.8
13.3	1.5	07:47:48 - 09:29:21	John Street	x	2	Straight	Greenwich	Roger Drenth	Roger.Drenth@greenwichct.org	13.3
13.6	0.3	07:48:30 - 09:30:39	Locust Rd		1	Straight	Greenwich	Roger Drenth	Roger.Drenth@greenwichct.org	13.6
14.2	0.6	07:49:53 - 09:33:13	King St	xx	2	LT	Greenwich	Roger Drenth	Roger.Drenth@greenwichct.org	14.2
15.7	1.5	07:53:21 - 09:39:39	Rye Lake Ave	x	2	Straight	Rye Brook	Lt. Matthews		15.7
17.6	1.9	07:57:44 - 09:47:47	International Dr	x		Straight	Rye Brook	Lt. Matthews		17.6
18.1	0.5	07:58:53 - 09:49:56	King St. @ Anderson Hill Rd	x	2	RT	Greenwich	Roger Drenth	Roger.Drenth@greenwichct.org	18.1
19	0.9	08:00:58 - 09:53:47	Anderson Hill Rd @ E Rd	x		Straight	Port Chester	Lt. DiBuono		19
19.1	0.1	08:01:12 - 09:54:13	Anderson Hill Rd @ Lincoln Ave	x		LT	Harrison	Lt. DiBuono		19.1
19.6	0.5	08:02:21 - 09:56:21	Lincoln @ Linden Dr	x		Straight	Harrison	Lt. DiBuono		19.6
20.2	0.6	08:03:44 - 09:58:56	Lincoln @ Hutch	xx		Straight	Harrison	Lt. DiBuono		20.2
21.4	1.2	08:06:30 - 10:04:04	Lincoln @ Westchester Ave	xx	3	LT	Rye Brook	LT Matthews		21.4
21.5	0.1	08:06:44 - 10:04:30	Westchester Ave @ Cushman Complex		2	RT	Rye Brook	LT Matthews		21.5
21.7	0.2	08:07:12 - 10:05:21	Complex @ Bowman Ave	x	2	RT	Rye Brook	LT Matthews		21.7
21.8	0.1	08:07:25 - 10:05:47	Bowman @ Webb Ave	xx	3	Straight	Harrison	Lt. DiBuono		21.8
21.9	0.1	08:07:39 - 10:06:13	Bowman @ Purchase St	x	2	LT	Harrison	Lt. DiBuono		21.9
21.3	-0.6	08:06:16 - 10:03:39	Continue on Highland Rd / Biltmore	x	1	Straight	Harrison	Lt. DiBuono		21.3
22	0.7	08:07:53 - 10:06:39	Stay left onto Highland Rd / Apawamis	x	3	LT	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	22
22.2	0.2	08:08:21 - 10:07:30	Turn right onto Purchase St.	x	2	RT	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	22.2
22.3	0.1	08:08:35 - 10:07:56	Turn right onto Theodore Fremd Ave	x	3	RT	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	22.3
22.4	0.1	08:08:48 - 10:08:21	Theodore Fremd/ Locust	x	2	Straight	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	22.4
22.5	0.1	08:09:02 - 10:08:47	Theodore Fremd/ Central	x	2	Straight	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	22.5
22.6	0.1	08:09:16 - 10:09:13	Theodore Fremd/ North	x	2	Straight	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	22.6
23.2	0.6	08:10:39 - 10:11:47	Turn left/right onto Playland Pkwy	xx	2	LT	City of Rye	Lt. Rob Falk	rfalk@ryepd.ryeny.gov	23.2
24.1	0.9	08:12:44 - 10:15:39	Playland Pkwy / Milton	x	2	Straight	Westchester County			24.1
24.2	0.1	08:12:58 - 10:16:04	Playland Pkwy / Midland	x	2	Straight	Westchester County			24.2
24.3	0.1	08:13:12 - 10:16:30	Playland Pkwy / Forest	x		Straight	Westchester County			24.3
24.5	0.2	08:13:39 - 10:17:21	Stay right around around traffic circle							24.5

LT= Left Turn  
Straight  
ARROW

RT= Right Turn  
Slow  
Dismount

CRIP= Caution, Race in Progress  
TNT= Team in Training

SOS= Stay Off Shoulder  
RSR= Runners Stay Right

## Police Posts (Run Course)

Total Dist (mi)	Leg Dist (mi)	Clock Time	Intersection	Police	Vols	Signs	Town
0							
0.03	0.03	08:25:55 - 10:40:02	Turn left onto boardwalk		2	LT	
0.33	0.3	08:27:34 - 10:43:56	Turn left after Playland Ice Casino		2	LT	
0.7	0.37	08:29:36 - 10:48:45	Turn right onto service road		2	RT	
1	0.3	08:31:15 - 10:52:39	Turnaround by entrance to sanctuary		2	Turn	
1.6	0.6	08:34:33 - 11:00:27	Take Service road to traffic circle		2	RSR	
1.7	0.1	08:35:06 - 11:01:45	Turn right onto boardwalk		2	RT	
1.9	0.2	08:36:12 - 11:04:21	Turn right towards Rye Beach Ave.		2	RT	
2	0.1	08:36:45 - 11:05:39	Rye Beach Circle	x	2	Straight	City of Rye
2.1	0.2	08:37:18 - 11:06:57	Rye Beach / Forest	x	2	Straight	City of Rye
2.3	0.2	08:38:24 - 11:09:33	Turn left onto Milton Rd	x	2	LT	City of Rye
2.4	0.1	08:38:57 - 11:10:51	Turn left onto Hill St.		2	LT	City of Rye
2.5	0.1	08:39:30 - 11:12:09	Turn left onto Ormond Place		2	LT	City of Rye
2.7	0.2	08:40:36 - 11:14:45	Turn right onto Halsted Place		2	RT	City of Rye
2.75	0.05	08:40:52 - 11:15:24	Halsted / Oakland Beach	x	2	Straight	City of Rye
2.8	0.05	08:41:09 - 11:16:03	Turn right onto Dearborn Ave	x	2	RT	City of Rye
3	0.2	08:42:15 - 11:18:39	Turn left onto Milton Rd	x	2	LT	City of Rye
3.4	0.4	08:44:27 - 11:23:51	Turn left onto Stuyvesant Ave	x	2	LT	City of Rye
4.3	0.9	08:49:24 - 11:35:33	Turnaround at American Yacht Club		2	Turn	City of Rye
4.7	0.4	08:51:36 - 11:40:45	Turn right onto Van Wagenen Ave	x	2	RT	City of Rye
4.9	0.2	08:52:42 - 11:43:21	Turn left onto Forest Ave.	x	2	LT	City of Rye
5.7	0.8	08:57:06 - 11:53:45	Straight at Dearborn	x	1	Straight	City of Rye
5.8	0.1	08:57:39 - 11:55:03	Straight at Oakland Beach	x	1	Straight	City of Rye
6	1.1	08:58:45 - 11:57:39	Turn right onto Rye Beach Ave		2	RT	City of Rye
6.2	0.2	08:59:51 - 12:00:15	Finish in Park				

## Contact List

Name	Dept.	Cell
Eric Opdyke	Westchester Tri – Race Director	203-981-6340
	West Tri – Command Tent	914-420-2912
Terri Haidenger / Jay Peluso	West Tri – Swim Captain	914-282-2174
Tony Delogne	West Tri – Bike Captain	781-492-4313
	West Tri – Bike Captain	646-644-3988
Julie Gabay	Bike Mechanic	<a href="tel:646-460-2564">646-460-2564</a>
		<a href="tel:845-570-3258">845-570-3258</a>
		<a href="tel:845-598-2647">845-598-2647</a>
Kelly Byrne	Run Captain	914-329-3791
Debby Leonard	Race Manager	917-568-4942
Chris Leonard	Race Manager	
Rich Conway	Port Chester PD	914-275-6634
Rob Falk	Rye PD	914-760-4249
Rich Carroll	Rye Brook PD	<a href="tel:914-755-2657">914-755-2657</a>
Rick Dibueno	Harrison PD	<a href="tel:914-450-8644">914 450 8644</a>
	Greenwich PD	203-622-8000 (main)
Ezekiel Serrano	Westchester County PD	<a href="tel:845-549-4582">845-549-4582</a>
RADIOS		
Eric		
Rev3 – Timing		
– Rev3		
Greg P – Rev3		
Molly B – Transition		
Jason T – Transition		
Dennis – Swim		
Debbie		
Susan Gervais		
Susan Grimm		
Ambulance		
Med Tent		
Shosh		
Kelly B – Run Course		
Tommy – Rev3		
Andrew		
Jeremy		
Ashley – Rev3		
Arthur		