

1 INCORPORATED VILLAGE OF MATINECOCK

2 BOARD OF TRUSTEES

3 APRIL 8, 2014

4 6:30 P.M.

5
6 MEETING RE: APPLICATION OF NY-CLEC, LLC

7
8 P R E S E N T:

9 KENNETH J. GOODMAN, M.D., MAYOR

10 ALBERT KALIMIAN, DEPUTY MAYOR

11 CAROL E. LARGE, TRUSTEE

12 BREWSTER RIGHTER, TRUSTEE

13 JAMES F. WELLINGTON, TRUSTEE

14 WILLIAM H. SIMONDS, CLERK-TREASURER

15 EDWARD F. VON BRIESEN, COMMISSIONER OF PUBLIC WORKS

16 PETER MACKINNON, ESQ., VILLAGE ATTORNEY

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22 JENNIFER DEVLIN
23 COURT REPORTER
24

1 MAYOR GOODMAN: We're ready to start
2 the meeting on the continuance on the
3 Crown Castle right-of-way hearing. And
4 the purpose of the hearing is to get
5 public comment for or against the
6 installation of these radio frequency
7 nodes on -- in the village.

8 So if anyone would like to express
9 their views on this, we're anxious to hear
10 them.

11 MR. MACKINNON: Mr. Mayor, just to
12 note. This was originally scheduled for
13 March 18th. It was adjourned to March
14 25th. And at the public hearing the board
15 announced that at the request of residents
16 in the audience that the hearing would be
17 adjourned to tonight.

18 Certain specific questions were
19 provided to the board, were forwarded to
20 the applicant, who has responded. And
21 copies of that have been provided to the
22 board members that are here tonight.

23 MAYOR GOODMAN: Okay. I ask that
24 anyone who speaks please state their name

1 and their address so that we know where
2 they are and what their involvement with
3 the village is.

4 So if you would like to begin.

5 MS. VICTOR: Okay. Well, my name is
6 Martine Victor. I was a former resident
7 of Locust Valley, a long-time resident. I
8 was disturbed to learn that the Village of
9 Matinecock was considering a contract with
10 Crown Castle, you know, for this project
11 and all this new utility equipment in a
12 residential area.

13 You know, my family was blessed to
14 grow up here. And I've come from Vermont,
15 which is where I live now, to represent
16 the interests of my mother who's 95 years
17 old and lives down the road: Helene
18 Victor. She's lived in Locust Valley for
19 over 50 years.

20 So we want to see the quality of life
21 here maintained. I would hope the points
22 I make here today will inspire the
23 trustees to pause and rethink plans to
24 engage in a business relationship with

1 Crown Castle.

2 Afterall, there's no reason to rush
3 into this. One cannot claim there is an
4 urgency to put up four poles with antennas
5 when a needs assessment cannot even be
6 produced and when there is not an outcry
7 from residents, as far as I know,
8 complaining about dropped cell phone
9 calls.

10 The trustees have an obligation to
11 carefully consider all the implications of
12 such a decision, especially given this
13 would be a long-term contract with
14 long-term possibly irreversible
15 ramifications for residents.

16 I have 10 points to make this evening
17 to the village and regarding the answers
18 provided by Crown Castle to the 26
19 unanswered questions. Together these 10
20 points paint a picture of a bad business
21 case for the Village of Matinecock to go
22 forward with the proposed contract.

23 No. 1. No Needs Assessment.

24 Crown Castle in their response said

1 they are not privy to any needs assessment
2 conducted. Well, why would they be
3 putting up poles if there was not a needs
4 assessment conducted? This raises the
5 question of whether Crown Castle is
6 putting these poles up "on spec" hoping to
7 then attract providers.

8 Why would we want to enable this for
9 their financial gain, if that is the case,
10 at the expense of our community in many
11 regards when they cannot even show us
12 evidence of a need? As many of you surely
13 know, determining if there is a market
14 need is business 101.

15 2. Economics of the Transaction.

16 Crown Castle has estimated the annual
17 revenue to the Village of Matinecock would
18 be approximately \$800 per pole, with
19 adjustments for inflation over time. So
20 initially, for four poles, we are talking
21 about \$3,200 to the Village of Matinecock
22 annually. Not a lot, certainly, and
23 hardly worth the cost of the attorneys on
24 this transaction. On legal costs alone,

1 one wonders why the village would be
2 spending time on this contract.

3 I should also point out that though
4 the village's cooperation is essential to
5 Crown Castle's intended purposes, the
6 Village of Matinecock is not entitled to
7 any part of monies received by Crown
8 Castle for the construction of the poles.
9 These amounts are not known and could be
10 significant.

11 Furthermore, the number of antennas on
12 each pole is not specified. There are
13 pictures of various potential types of
14 antennas and antenna configurations and
15 mention of possible extension brackets for
16 more antennas in Exhibit A, but no
17 commitment as to how many antennas there
18 will be.

19 It is my understanding that elsewhere
20 in other locations in many states real
21 estate owners are paid several thousand
22 dollars per month per antenna by the
23 telecom providers. Hypothetically were
24 there eight antennas on a pole at \$3,000

1 per antenna, this might mean earnings of
2 \$24,000 for the real estate owner per
3 pole. If there were \$5,000 per antenna,
4 that figure would rise to \$40,000. And
5 remember, the village is only getting
6 approximately \$800 per pole.

7 In order to evaluate the fairness of
8 this transaction we need to know (1) the
9 full compensation Crown Castle will
10 receive for providing these poles to
11 service providers, (2) how many antennas
12 will be on each pole, and (3) a realistic
13 estimate of what they will be paid for
14 them.

15 We need full transparency on the
16 economics of what Crown receives from
17 service providers to be able to determine
18 if the \$800 per pole is equitable. With
19 more complete information it might be
20 appropriate for the village to ask for a
21 portion of the pole construction revenues
22 and perhaps a higher percentage than 5
23 percent of the adjusted gross revenues --
24 even up to 50 percent given how central

1 the village properties and cooperation are
2 to the business goals of Crown Castle. Or
3 it might be more financially attractive
4 for the town to own the poles.

5 Until a more detailed financial
6 analysis is presented, including the cost
7 of the village resources that will be
8 needed for this program's implementation,
9 we have no way to evaluate the
10 transaction's merits on economic grounds
11 at this time. I would question why the
12 village trustees would even be considering
13 it given all the uncertainties and
14 concerns from residents about their
15 beloved residential area for only \$800 per
16 pole.

17 3. Vagueness About What the Poles
18 Will Be Used for.

19 The Crown Castle response says they
20 will not say who their customers are or
21 for what transmission purposes the poles
22 will be used. This, again, raises the
23 question of if they even have service
24 providers lined up or are doing this "on

1 spec." Should we be agreeing to this? If
2 you were a landlord would you allow a
3 tenant to rent space without knowing what
4 business they were going to be conducting
5 there and with whom?

6 What if these antennas were for
7 Homeland Security purposes or government
8 or corporate spying? Would they want them
9 here in the Village of Matinecock
10 potentially violating our privacy rights?
11 Why should we open the door to this
12 possibility by not getting more details on
13 what is happening?

14 Residents want to know specifically
15 what transmissions would be occurring in
16 their air space under this contract. The
17 science and regulatory environment are
18 advancing rapidly. And if we look at the
19 lead of several other countries, some of
20 whom are turning off antennas and towers
21 on various grounds, we would be well
22 served to know exactly what is being
23 installed in our community, right up front
24 in the contract, as well as to require the

1 monitoring of this radiation on an ongoing
2 basis.

3 Antennas are sometimes found to be
4 operating at higher than stated levels, in
5 violation of the FCC thermal guidelines.
6 And furthermore, there can be interactive
7 effects or interfere fields in the case of
8 antennas creating unintended hot spots
9 from the waves interacting with each
10 other. Any contract should require
11 specificity with regard to what radiation
12 emissions will be occurring and ongoing
13 monitoring of radiation levels in light of
14 these potential hot spots above the FCC
15 thermal limits.

16 And, in the case of smart grid
17 technology, or WiMax, the response from
18 Crown Castle that these "have not been
19 proposed" is not at all satisfactory. We
20 need to know these controversial
21 technologies will not be placed in our
22 neighborhoods. And this too should be
23 written in any contract.

24 Approvals -- No. 4. Approvals of

1 Future Antennas.

2 The way the contract is drafted
3 suggests that once the initial contract is
4 signed it would be very difficult for
5 Matinecock to deny additional requests for
6 more poles and antennas. This does not
7 seem like a prudent business decision for
8 the Village of Matinecock. For the small
9 amount of revenues that the village would
10 receive, giving away "futures" like this,
11 especially when not even knowing what
12 technologies are involved, would make one
13 wonder if there's some other motivation.

14 No sensible person would agree upfront
15 to unlimited permissions in the future
16 limiting one's rights to decline further
17 proliferation of this technology and
18 exposing residents to more of this
19 unsightly and unwanted technology and also
20 without acceptable contract termination
21 provisions.

22 No. 5. Possible Negligence By Village
23 Trustees.

24 Given the recent statement from the

1 Department of Interior on February 7, 2014
2 about the risks to wildlife within the
3 present FCC thermal guidelines and
4 warnings from other countries as well
5 about risks to wildlife, if the trustees
6 did not insist on an environmental review,
7 which would take into consideration the
8 limitations of the present FCC thermal
9 guidelines for wildlife and the ecosystem,
10 I am concerned the village could
11 potentially be liable for negligence.

12 The village should insist on an
13 environmental review, and might reevaluate
14 earlier utility approvals also in light of
15 recent developments. If there is harm to
16 wildlife occurring, I'm sure we can all
17 agree that steps should be taken to
18 correct the situation instead of
19 perpetuating it.

20 6. Avoidance of the Issue of Ground
21 Level Risks.

22 Crown Castle's response avoided the
23 question about ground level risks by
24 referring to an earlier reply to a

1 question regarding health risks. Beyond
2 health risks it is important to understand
3 there are electrical interference risks
4 with electronic equipment from radio
5 frequency radiation.

6 For example, garage doors sometimes
7 open spontaneously. Hospital beds can go
8 up and down on their own. Pacemakers have
9 malfunctioned. Deep Brain Simulators in
10 Parkinson's patients have malfunctioned.
11 The Wall Street Journal has written about
12 electrical interference risks very
13 recently.

14 We need to know what the ground level
15 risks are for humans and pets walking by
16 these poles and potential issues for
17 electrical equipment in the house from
18 both the radio frequency radiation and the
19 dirty electricity or the high frequency
20 transients that get on the electrical
21 wiring. This is not a health concern but
22 a matter of technology interference with
23 other technology.

24 7. Unsatisfactory Response From Crown

1 Castle Regarding Gas and Fire Risks.

2 Residents have a right to know if
3 there are gas explosion and fire risks in
4 the presence of radio frequency radiation.
5 I would like to know specifically if RF
6 has ever been associated with gas and fire
7 risks, not just that Crown Castle says
8 they intend to be in compliance with
9 certain safety standards. It is important
10 for residents to understand any such risks
11 so they can be on the lookout for
12 problems.

13 8. What Are the Village's and Crown
14 Castle's Intentions for Additional Poles
15 and Antennas Beyond the Initial Four
16 Poles?

17 We are concerned that applying for an
18 initial four poles may lead to more
19 antennas, particularly given the language
20 in the contract would make it very
21 difficult for the Village of Matinecock to
22 deny future antennas once the initial
23 contract is signed. I would like to know
24 what the plan is for antennas in

1 Matinecock neighborhoods.

2 Applying for a few at a time can be
3 deceptive if the real intention is
4 ultimately to have many. Crown Castle
5 says they won't divulge their customers
6 (the service providers) names, and yet
7 they want the village to give them carte
8 blanche to allow these companies to put up
9 antennas and future antennas. We need to
10 know who the service providers are and
11 what Crown's customers are planning to do
12 here, if Crown Castle is unable to answer
13 the question themselves. We'd like the
14 full view of what is transpiring in our
15 midst.

16 9. The Meaning of "Unlisted" In the
17 Draft Contract Is Still Not Clear.

18 What does this mean that Crown's
19 facilities are "unlisted"? Does it mean
20 the antennas would not be registered with
21 the FCC? This question was not answered
22 adequately, so the significance of this
23 matter cannot be evaluated at this time
24 until it is explained.

1 10. FCC Safety Guidelines, Referenced
2 By Crown Castle, Were Not Intended for
3 Non-thermal Radiation Exposures.

4 The FCC RF exposure guidelines were
5 designed to determine safety for thermal
6 effects of radiation, or radiation that is
7 known to create heating. The guidelines
8 are not for non-thermal radiation emitted
9 by wireless antennas, but for higher power
10 radiation, such as in a microwave oven, or
11 high power EMF exposures right near a cell
12 tower, for example. The non-thermal
13 effects were not considered in
14 establishing the FCC's thermal guidelines,
15 and so the thermal guidelines would not
16 apply here. Basically that's the elephant
17 in the room.

18 The FCC has not yet established
19 guidelines for non-thermal RF radiation,
20 and thermal guidelines are only relevant
21 for any thermal portion of a given
22 exposure. It is well understood that
23 there are non-thermal effects of EMF's,
24 including non-linear effects with distinct

1 windows of biological activity, as well
2 as, in some cases, paradoxical effects,
3 where the lower the radiation's power
4 level, the greater certain effects, such
5 as effects on the brain.

6 So until the FCC reviews the
7 literature on the non-thermal effects of
8 microwave radiation and establishes
9 non-thermal exposure guidelines, it is
10 inappropriate to use the FCC's thermal
11 standards as a gauge to evaluate the
12 safety of the non-thermal effects.

13 Thus, assurances by Crown Castle that
14 the antennas would be in compliance with
15 the limited FCC guidelines needs to be
16 more carefully evaluated and understood by
17 the village. A decision locking the
18 village into a long-term contract without
19 understanding the significant limitations
20 of these assurances would be a very poor
21 business decision indeed.

22 We request the Trustees of the Village
23 of Matinecock allow the time to study this
24 critical subject and not be rushed into

1 premature actions by a commercial entity
2 wishing to convince you that they have
3 answered all important questions,
4 including the non-thermal standards
5 questions, when they have not.

6 The Village of Matinecock has no
7 obligation to approve this "application"
8 by Crown Castle. Unless the Village
9 Trustees determines that it is a good
10 deal, that residents want it, that it
11 makes good business sense, and that the
12 transaction has the transparency residents
13 want, we are under no obligation to agree
14 to it. The Trustees of the Village of
15 Matinecock were not elected to be a pawn
16 of the wireless telecom industry.

17 I recommend you decline this business
18 relationship at this time in the interest
19 of the community. The village can nip
20 this mistake in the bud by simply
21 recognizing the potential problems ahead,
22 the inadequacy of the terms of the draft
23 contract, and declining to enter into a
24 business contract with Crown Castle at

1 this time.

2 Respectfully submitted,

3 Martine Victor and my mother Helen
4 Victor.

5 Thank you. I have copies of it for
6 anyone that would like it.

7 MR. MACKINNON: If you could present a
8 copy to the board so she would have it as
9 part of the record tonight.

10 MS. VICTOR: Sure.

11 MR. MACKINNON: I believe the
12 stenographer would like a copy.

13 MAYOR GOODMAN: Thank you.

14 MR. MACKINNON: If you could also give
15 a copy to the applicant's representative
16 who is in the back there, that would be
17 helpful.

18 MS. VICTOR: Sure.

19 Anybody else?

20 UNIDENTIFIED AUDIENCE MEMBER: I would
21 like a copy.

22 MAYOR GOODMAN: Is there anybody else
23 who would like to address the board? Yes.

24 MR. PIECHUCKI: My name is Henry

1 Piechucki, P-I-E-C-H-U-C-K-I. 300 Chicken
2 Valley Road. I've lived in the Village of
3 Matinecock for 35 years. And I live here
4 because of the privacy that we are
5 afforded by the village.

6 Ten years ago I was approached by AT&T
7 to build a tower in my backyard, at their
8 expense, paying me \$2,200 a month for one
9 antenna. If any other antennas were put
10 on, and they mentioned by name Verizon,
11 AT&T, I would get additional money. I
12 turned it down in the interest of my
13 children and my grandchildren. My son
14 said he would never come to the house
15 again if that was in my backyard. I
16 certainly don't want it on the street in
17 front of me.

18 When Irene and Sandy hit the Village
19 of Matinecock was a disaster. I could not
20 get out of my house to go to the police
21 station to report a gas leak that was on
22 the corner. Trees were down. Telephone
23 poles were down. And now we're talking
24 about putting up 60-foot antennas that can

1 also come down because of the trees that
2 are throughout Matinecock.

3 I think that's a very important point,
4 in addition to the 25 questions in the
5 first letter and the 10 questions that the
6 lady just brought up. I think it's a
7 concern. I think all of those questions
8 should be answered. And for the small
9 amount that the village is going to get --
10 they were offering me more. And I could
11 probably still do it today, but I chose
12 not to. And I would rather have the
13 village not do it.

14 Thank you.

15 MAYOR GOODMAN: Yes, ma'am.

16 MS. GRAHAM: Hi. My name is Kathleen
17 Graham. And I own 540 Chicken Valley Road
18 and also 25 Morgan Lane, both in the
19 Village of Matinecock.

20 Deeply distressed by this. I grew up
21 in this town. My mom and dad live at 540
22 Chicken Valley Road. My mother has breast
23 cancer. My father has Parkinson's. We're
24 directly across from the arboretum. So

1 we're talking about major health concerns
2 beyond the aesthetics of the village, for
3 which you all are trustees. And not only
4 the aesthetics, the health, the property
5 values and the serenity of the village
6 that I grew up in and many of you grew up.
7 Mr. Simonds, I remember you from
8 Greenvale. I feel like a little kid again
9 just sitting here.

10 The reality is this is not good for
11 Matinecock. It's not good for my kids.
12 It's not good for the wildlife. The hawks
13 that sit at the top of my barn fly right
14 across to Planting Fields and back again.
15 Those -- that wildlife is going to be
16 disturbed by the emissions that are going
17 to be set off by these cell towers.

18 And I would rather not have cell
19 service. I would rather not be disturbed
20 in the village. I would rather not be
21 disturbed at the barn or at my mother's
22 house or in my house. I would rather not
23 have cell service at all than be disturbed
24 or worry about my father's health,

1 particularly in Parkinson's, and in breast
2 cancer for my mother, but particularly in
3 Parkinson's.

4 Those radio waves that the cell towers
5 emit are so dangerous. And that is what
6 the neurologist was telling us. And I
7 can't allow that to happen to my father.
8 And you're suggesting that a cell tower be
9 put on my property. I can't allow it.
10 I'm asking you to reconsider. It's not
11 right. And none of us really need cell
12 service that badly. And if we do, drive
13 out to 25A. That's what we all do now.

14 For the \$800 that Martine articulated
15 so beautifully -- and by the way thank you
16 for that. That was beautifully presented.
17 And we really needed that. Thank you.
18 Because we needed that. That is -- it's
19 not worth it. And again what more towers
20 to come? Just because Mill Neck succumbed
21 and Old Brookville succumbed to Crown
22 doesn't mean we have to.

23 And furthermore why wouldn't we, if we
24 were going to go ahead and really do this,

1 investigate a local company or put it to
2 RFP and allow a local New York business
3 after Sandy and after all of these other
4 companies come and really think about the
5 trees, as you said, and think about how we
6 can do this locally and support a local
7 vendor? Why are we supporting a
8 California company? It doesn't make sense
9 all the way around.

10 And I really am begging you to think
11 about the environmental impact study, the
12 health studies and ultimately what's good
13 for Matinecock. This isn't.

14 Thank you.

15 MAYOR GOODMAN: Thank you.

16 Anyone else care to address the board?

17 Sir.

18 MR. MCKEVITT: Good evening. I'm
19 Thomas McKevitt from Sahn Ward Coschignano
20 & Baker. 333 Earle Ovington Boulevard.
21 Uniondale, New York. My firm has recently
22 been retained by Ruth Redington who
23 resides at 1329 Chicken Valley Road
24 regarding this matter tonight.

1 We actually have a number of concerns.
2 Again we were only retained last Thursday
3 regarding this matter, but there are a
4 number of issues I think this board needs
5 to look into before proceeding with this
6 matter.

7 First would be compliance with SEQRA,
8 the New York State Environmental Quality
9 Review Act. Even in the license agreement
10 drafted by Crown Castle it indicates that
11 this is an unlisted action which must go
12 through the SEQRA review. And we believe
13 that at a minimum they should be provided
14 to give to the board a long form
15 environmental assessment form as well as a
16 visual impact addendum to ensure whatever
17 the possible impacts will be on the
18 surrounding area.

19 As part of the agreement they do
20 indicate that there will be four sites
21 perhaps now and maybe up to 20 or 28 in
22 the future. And my concern from the State
23 Environmental Quality Review Act is that
24 this could be an impermissible

1 segmentation of the project which is
2 divided into smaller projects in order to
3 avoid a larger review which must go
4 through the necessary impact. So again I
5 think that's a very special consideration
6 for the board to at least consider.

7 And as well in this area there are a
8 number of environmentally sensitive sites
9 nearby in the route that's proposed for
10 these antennas, whether it be water
11 wetlands, historic structures or other
12 environmentally sensitive areas. We have
13 nearby Planting Fields Arboretum which is
14 on the national register of historic
15 places. And according to SEQRA
16 regulations that if you do a site which
17 borders on a place that's under the
18 national register of historic places, that
19 should actually be a Type I action under
20 SEQRA, which would require a full
21 environmental impact statement.

22 Also nearby we have Beaver Brook,
23 Upper Francis Pond, Shu Swamp Nature
24 Preserve, Coffin Woods, Pennoyer Woods.

1 Again these are other types of areas which
2 must be fully considered through the SEQRA
3 process before further consideration of
4 the application should be done.

5 Other types of things which I think
6 should be considered by the board would be
7 under the Telecommunications Act of 1996.
8 Certainly my firm is very familiar with
9 how Section 332 of the act works. The
10 board cannot consider the health or
11 environmental effects which may be from
12 the towers at that point.

13 But under the act there are a number
14 of things which the board can consider.
15 It can consider the aesthetics of the
16 visual impacts of the application. And
17 certainly what the Second Circuit, the
18 Federal Court, which has jurisdiction over
19 New York has required, is that even before
20 an applicant is able to go and make this
21 application they have to show a need.
22 They have to show a significant gap of
23 service that they're trying to alleviate
24 by this application, and that what they're

1 proposing to do would be the least
2 intrusive method in order to accomplish
3 eliminating that gap in service.

4 So that's the legal standard, which I
5 have not seen in this instance. Typically
6 a character will provide a propagation map
7 which will show how their service is
8 currently provided in the community and
9 whether the new antennas would go and
10 fulfill that type of gap. So certainly
11 those are things which I think the village
12 board should consider.

13 You know, a number of nearby
14 municipalities, whether it's in Glen Cove,
15 The Village of Sea Cliff and other towns
16 -- Southampton and Greenburgh actually
17 have full-fledged ordinances which deals
18 with these applications. And I do have
19 some samples which I can give to the board
20 and counsel tonight to be able to go and
21 just review whether the board will want to
22 consider and it would be prudent to do for
23 the future.

24 So you have all the information

1 necessary for you to make that judgment
2 decision. So you already have all the
3 information. And those types of
4 ordinances require things that the
5 applicant will have to provide. And these
6 ordinances have survived scrutiny by the
7 courts.

8 Turning to the agreement itself. The
9 agreement which has been provided by Crown
10 Castle is rather typical of what they've
11 done in other municipalities: the price
12 of \$500 per pole plus the 5 percent of the
13 gross receipts is what I have noticed in
14 other places. But what I really think the
15 applicant should do is provide where the
16 number comes from.

17 The best place where I think the 5
18 percent gross receipts come from is that's
19 what's required under state law for cable
20 franchises such as Verizon FIOS or
21 Cablevision. But whether that's an
22 appropriate amount for a tell -- for a
23 wireless telecommunication facility I
24 think is still up in the air. So I think

1 there should be some sort of basis as to
2 where they get that number from.

3 To give you an example. I was looking
4 at Freeport's agreement which was signed
5 in 2009 by Next G Networks, which was
6 another company which I believe was
7 recently acquired by Crown Castle. But
8 they have some other blends in there which
9 is different from the language which is
10 provided to the Village of Matinecock.

11 For example, in that agreement it says
12 that you cannot go and put on additional
13 facilities without going through the
14 Freeport's Site Planning Review Board.
15 And that board can consider the size,
16 quantity, shape, color, weight,
17 configuration or other physical properties
18 of Next G's Network. And Next G is now
19 Crown Castle. That is absent in the
20 agreement that's been provided to the
21 Village of Matinecock.

22 The Village of Matinecock draft
23 agreement does put on a scope of use
24 agreement, which is on page 3 paragraph 3.

1 It says that this application for future
2 installations shall not go to a Zoning or
3 Planning Board permit unless there is a
4 process that also goes through the local
5 cable provider or the incumbent local
6 telecommunications provider.

7 Again in this instance I think that it
8 would be in the board's interest for
9 future installations to have to come to
10 this board or another municipal board
11 again to have a proper review. Again, is
12 this additional site necessary? Is it
13 needed under the federal law? Is it the
14 least intrusive way this can be
15 accomplished? Those are things which I
16 think could possibly be put in the draft
17 agreements.

18 Under paragraph 4.4 there is a most
19 favored municipality clause in the
20 agreement which states that should after
21 the execution of this agreement another
22 municipality of the same size or smaller
23 than this village in the same county
24 receive other financial benefits, that the

1 benefits for the Village of Matinecock
2 will essentially be upgraded.

3 When it says, same size or smaller,
4 it's not clear whether it's the same
5 village in the area or population, and may
6 even consider why is the village being
7 smaller having anything to do with it? If
8 they're going to pay another municipality
9 \$1,000 per installation rather than \$500,
10 well, why should it matter what the size
11 of the municipality is? So just another
12 point which I think the village board
13 should consider.

14 Paragraph 5.1 does indicate that for
15 additional required permits that this must
16 come to the village board, and that must
17 be decided within 60 days and there be
18 approval regarding the location only.

19 Under a federal regulation approved by
20 the FCC a couple of years ago it allows
21 municipalities up to 150 days to look at
22 additional installations. So if the
23 federal law allows you up to 150 days, I
24 don't see why the village should be

1 limited to 60 days for its review. I
2 believe you should have the same full
3 review that everywhere in the United
4 States is certainly allowed.

5 Under paragraph 5.5 there is a lot of
6 relocation at Crown's request to another
7 site. Again I think it's open and vague
8 as to how that would be done. And
9 paragraph 11.1 does talk about the
10 environmental review. And it does
11 indicate that Crown's facilities are
12 unlisted but functionally equivalent to
13 Type II actions under 6 NYCRR 617.5(C)(11)
14 which deals with increasing utility
15 standards for a new subdivision, which
16 this is not.

17 So -- and from my perspective -- also
18 that agreement further says that you
19 cannot require Crown Castle to go through
20 further SEQRA review unless it's also
21 required for the incumbent
22 telecommunications provider or other types
23 of cable providers.

24 You can't go and contract your rights

1 and obligations of SEQRA away in a
2 contract. Either you're required to go
3 through the State Environmental Quality
4 Review or you're not. And I feel very
5 strongly that in this case the law
6 requires this full environmental review.
7 And again I think that the village board
8 should require this in this instance.

9 Regarding recent litigation regarding
10 a distributed antenna system, DAS,
11 recently there was a case that was
12 litigated in the Town of Greenburgh in
13 Westcheseter, New York which was litigated
14 in the Southern District of New York
15 through 2013 and was actually confirmed by
16 the Second Circuit in Manhattan in January
17 of this year.

18 And what happened in that instance is
19 that Crown Castle came to the town of
20 Greenburgh asking for the DAS system to be
21 approved. And what Greenburgh did was
22 they made them go through the same
23 requirements that any type of typical cell
24 tower go through. Made them do the

1 studies. Made them do the propagation
2 maps.

3 At the end of the day the courts allow
4 the DAS to be approved. But what that
5 court case did do, from my perspective, is
6 it said that it should have to go through
7 the same type of scrutiny and same type of
8 standard that any other type of wireless
9 facility should go through. Do the
10 studies.

11 And frankly from the time that that
12 application was brought to the Town of
13 Greenburgh was initially November 13 of
14 2009 and wasn't decided until July 24,
15 2012. So it was nearly 2 1/2 years of
16 review by the town.

17 So just based upon those concerns, we
18 would ask that the village again slow this
19 process down and take a look at all of
20 these necessary considerations and require
21 the full environment impact before
22 proceeding with this type of application.

23 MR. MACKINNON: Mr. Mayor, just to
24 clarify an issue.

1 Counsel had requested that the hearing
2 be adjourned to allow them to submit
3 additional comments in connection with
4 Crown Castle's response. And I'm just
5 wondering whether that request is being
6 renewed tonight or whether the
7 presentation this evening is going to be
8 their response to the issues submitted by
9 Crown Castle.

10 MR. MCKEVITT: The response which I
11 just gave is just an initial presentation
12 with limited time. I would certainly need
13 more time to go thoroughly through the
14 answer which Crown Castle submitted in
15 writing to the board last week. So I
16 again renew my application for an
17 adjournment.

18 MAYOR GOODMAN: Could we have copies
19 of those ordinances?

20 MR. MCKEVITT: Yes. I have copies of
21 the ordinance now from the City of Glen
22 Cove as well as the Village of Sea Cliff,
23 the Town of Greenburgh as well as the Town
24 of Southampton. And I also have copies

1 that was done from the Village of Freeport
2 as well. So again the board can see where
3 other municipalities have already
4 approved. I only have one copy. I can
5 provide additional copies for counsel as
6 well. That's a copy of that.

7 Several copies that was approved by
8 the Village of Freeport. Another just to
9 compare the terms. That was done about --
10 that was done in 2009 from the Village of
11 Freeport with Crown Castle which again was
12 the predecessor of -- Next G, which was
13 the predecessor of Crown Castle.

14 MAYOR GOODMAN: Would anyone else like
15 to speak? Would Crown Castle like to add
16 anything at this time?

17 MR. TRAUNER: I'm certainly available
18 to respond.

19 MR. MACKINNON: Excuse me. Can you
20 stand up and identify yourself.

21 MR. TRAUNER: I'm Joshua Trauner,
22 T-R-A-U-N-E-R. I'm from Crown Castle.
23 131-05 14th Avenue. College Point, New
24 York.

1 I am available to respond to any
2 questions that the board may have. I'm
3 happy to respond to any of that. I feel
4 everything else that's been raised tonight
5 has been adequately addressed by Crown
6 Castle in its more than 2 years of
7 applications to the village.

8 And to raise any of these questions at
9 this late point is, you know -- well, I'm
10 distressed that these questions are being
11 raised at this late point after this
12 discussion has been going on for so long
13 and that the village has entered and
14 exited a moratorium and chose not to amend
15 its wireless ordinance during the
16 moratorium. That was the opportunity
17 where all of these questions should have
18 been addressed.

19 The details of our application have
20 been made adequately and abundantly clear
21 with the information that's been submitted
22 to the board. And our legal position, I
23 think, has also been made very clear.

24 So again if anything here -- if the

1 board has any specific questions about
2 anything that was raised here tonight, I'm
3 happy to address that.

4 MR. MACKINNON: Could you address the
5 comments concerning SEQRA, which is the
6 State Environmental Quality Review Act?

7 MR. TRAUNER: Certainly.

8 I think our position on SEQRA is
9 exactly what was presented in the
10 right-of-way use agreement. We're an
11 unlisted action. However, we are
12 equivalent to a Type II action wherever we
13 deploy.

14 Every municipality has a different
15 opinion. Sometimes they treat us as a
16 Type II action. If they say no as an
17 unlisted action, you have to comply with
18 SEQRA, then we fill out a short form EAF.
19 We have done that occasionally in some
20 municipalities.

21 And if the village would like to us
22 fill out a short form EAF, we can do that.

23 MR. PIECHUCKI: Can I ask a question?

24 Henry Piechucki.

1 When I was approached to put the tower
2 in my backyard they talked about backup
3 systems that they would put in a cabinet
4 within the enclosure that would be fenced
5 in. It would be either battery or
6 generator.

7 Will the system require this type of
8 thing with these unsightly generators
9 running diesel? Will it be battery that
10 backs them up? Because they definitely go
11 down when the hurricanes come through. So
12 there was no cell service when the
13 hurricanes came through. We had no
14 telephone service. We had no cell
15 service. We had no power for 14 days for
16 both hurricanes.

17 So this is something else that will
18 occur with the cell tower.

19 MAYOR GOODMAN: Do you want to
20 respond, or --

21 MR. TRAUNER: This was asked and
22 answered.

23 There's no battery backup proposed.
24 Also I want to make clear that we are not

1 building new towers. We are not building
2 new poles. The poles are already in the
3 ground. We're just installing extra
4 equipment onto existing poles that already
5 have other equipment on them.

6 MR. PIECHUCKI: They would have
7 battery backup is what you said. You
8 answered the question?

9 MR. TRAUNER: No battery backup.

10 MR. PIECHUCKI: No battery backup?

11 MR. TRAUNER: No battery.

12 MR. WELLINGTON: Josh, if I could ask
13 you just for the benefit of the audience.
14 Can you just describe please the size of
15 the equipment that you intend?

16 MR. TRAUNER: Yes.

17 MR. WELLINGTON: I know you submitted
18 it to our board, but I think most people
19 in the audience are not familiar.

20 MR. TRAUNER: Each pole will have two
21 pieces of equipment attached: an
22 equipment cabinet somewhere midway up the
23 pole. The cabinet is about 24 inches
24 wide, 15 inches deep and about 48 inches

1 tall. The size of a small gym locker.

2 Second piece of equipment is antennas
3 which are mounted at either the top of the
4 pole or the middle of the pole. The
5 antennas are about 24 inches high, 9
6 inches wide and 6 inches deep clustered
7 together.

8 UNIDENTIFIED AUDIENCE MEMBER: Do you
9 have pictures? I apologize.

10 MR. TRAUNER: We've submitted plans to
11 the village board.

12 There are several that are already
13 installed on Wolver Hollow Road, on Route
14 25A. They're all over the area.

15 MR. DEREGIBUS: What's the weight
16 approximately?

17 MR. TRAUNER: I think that we have it
18 here.

19 MR. DEREGIBUS: William
20 D-E-R-E-G-I-B-U-S.

21 MR. TRAUNER: Regardless of their
22 weight each installation has to pass
23 structural tests before we install them.
24 And we have to prove to the pole owner --

1 MR. DEREGIBUS: You don't know
2 offhand?

3 MR. TRAUNER: I do. The plans
4 indicate the antenna -- the antenna array
5 is 20 pounds.

6 MR. PIECHUCKI: Did I hear you say
7 that it's going to go on the existing
8 telephone poles that are in the village?

9 MR. TRAUNER: That is correct.

10 MR. PIECHUCKI: There's not an
11 extension to that pole, just the equipment
12 will be going on the existing pole --

13 MR. TRAUNER: That is correct.

14 MR. PIECHUCKI: -- which have gone
15 down during both hurricanes blocking the
16 road?

17 MS. GRAHAM: That's an enormous size
18 of equipment weighing 20 pounds. And the
19 size of a small cabinet, a small gym
20 locker? I don't know why we're doing
21 this. I have no idea. Beyond the
22 environmental and health impacts. Doesn't
23 make sense. Let's fix the pot holes.

24 MS. ABRAMS: Marlene Abrams,

1 A-B-R-A-M-S. I'm sorry I came late.

2 But are these things monitored on a
3 regular basis or whatever they put out or
4 whatever they do? Are there standards?
5 And who checks them? And like the water,
6 you know, the water we get reports. And
7 we know that there are checks for
8 chlorine, bacteria, blah, blah, blah. How
9 about these things? I don't know what
10 they are. Are they checked?

11 MR. COLELLA: Who's responsible for
12 maintaining the power?

13 MAYOR GOODMAN: Can you state your
14 name?

15 MS. COLELLA: Kathleen Colella,
16 C-O-L-E-L-L-A. 540 Chicken Valley Road.

17 MAYOR GOODMAN: Sorry. What was your
18 question?

19 MS. COLELLA: Who is responsible for
20 maintaining this equipment?

21 MAYOR GOODMAN: Crown Castle is
22 responsible for maintaining it. And they
23 also monitor it from what we've been told.
24 And I can -- I'm just sharing what they

1 told us. They monitor the equipment on an
2 ongoing basis continuously for the
3 emissions and if the emissions are within
4 the FCC guidelines.

5 MS. COLELLA: So we have to provide
6 them with unfettered entrance to our
7 property?

8 MAYOR GOODMAN: This is not on your
9 property -- on anyone's property. These
10 are on telephone poles, which are in the
11 county right-of-way. So it's not on your
12 property. This is on a telephone pole
13 that's already there.

14 And I believe I'm -- I don't know for
15 sure, but my understanding is that these
16 are electronically monitored by Crown
17 Castle, so they don't have to come on site
18 to monitor them. They do maintain them
19 but not monitor them; am I correct?

20 MR. TRAUNER: That's correct.

21 MS. COLELLA: The poles that you
22 mentioned are on the right-of-way on the
23 street. But I hate to tell you with my
24 wooded property how often PSE&G now and

1 LIPA before have visited me.

2 MAYOR GOODMAN: That's -- they're not
3 supposed to.

4 MS. COLELLA: Well, they won't be.

5 MS. ABRAMS: Marlene Abrams again.

6 So they're monitored for what? And
7 are there events like, let's say, power
8 surges, lighting or whatever that causes
9 them to respond? And are those things
10 given to the residents if there's
11 something for the residents to be aware
12 of, let's say?

13 MAYOR GOODMAN: Josh, you want to
14 answer?

15 MR. TRAUNER: I don't understand the
16 question.

17 MS. GRAHAM: So what are you
18 monitoring?

19 MR. TRAUNER: We're monitoring the
20 functioning of the equipment.

21 MS. GRAHAM: Just to know that it's
22 working, or for whatever it puts out into
23 the environment or both?

24 MR. TRAUNER: For both.

1 MS. GRAHAM: So are there
2 instabilities that occur? And if there's
3 instabilities, what causes them? And what
4 does the person around the -- whatever the
5 gizmo is, when it goes unstable are there
6 warnings? Are there, you know, warnings
7 to the residents that might be nearby?
8 Let's say there's a power surge. I don't
9 know what causes instability. I'm not an
10 engineer. But if you're monitoring, that
11 means there's variations, right? So what
12 does it mean that there is a variation to
13 us?

14 MR. TRAUNER: I think this question
15 has been addressed already in our response
16 to the village. We will maintain the
17 equipment at full compliance with the
18 FCC's regulations. We are under an
19 affirmative obligation to do so. And
20 anything beyond that is -- I don't think
21 there is anything in that question beyond
22 that.

23 MS. GRAHAM: You are -- for example,
24 sometimes the water gets contaminated,

1 right?

2 MR. TRAUNER: Yes.

3 MS. GRAHAM: Sometimes the residents
4 are warned to boil their water, not to
5 drink it. Is there anything like that
6 going on here? And are there guidelines
7 for proportions to the residents, that's
8 kind of my point, without knowing the
9 signs?

10 MR. TRAUNER: There's no water feed to
11 this equipment.

12 MS. GRAHAM: I know that, sir.

13 Whatever it puts out, there's
14 guidelines obviously. You're talking
15 about FCC guidelines. Let's say whatever
16 is emitted, let's say it exceeds the FCC
17 guidelines, let's say.

18 MR. TRAUNER: I think I understand
19 your question.

20 MS. GRAHAM: Things that cause output.

21 MR. TRAUNER: We have provided to the
22 village a theoretical study, the FCC
23 compliance study. This study shows at
24 maximum power under worst case scenario

1 conditions that the equipment cannot
2 exceed the FCC guidelines.

3 In fact, at maximum power under worst
4 case situation conditions it is hundreds
5 of times lower than the FCC maximum
6 guidelines. No power surges. No
7 malfunction could possibly send this
8 equipment over the FCC guidelines.

9 MS. GRAHAM: And you will prove it to
10 the citizenry?

11 MR. TRAUNER: That report has been
12 signed and sealed by a licensed engineer.
13 And that is the extent of the inquiry that
14 the village is permitted to make in this
15 matter.

16 MR. PIECHUCKI: Again Henry Piechucki.

17 Question I have: Within the village
18 if my neighbor wants to change the
19 construction of his house or when I put up
20 solar electric, I need a permit to do so.
21 If it impacted my neighbors I needed to
22 get them to sign off on it.

23 We're going to be putting these towers
24 on existing poles that are going to impact

1 residents that are not here. Many of the
2 residents don't even know this meeting is
3 going on. That's why they're not here, or
4 they're out of town.

5 I think the board needs to make all of
6 the residents aware of what this proposal
7 is and get approval from the residents,
8 not just the trustees. If the -- Crown
9 Castle submitted all of the answers to all
10 of these questions to the trustees, we
11 don't know it. We haven't heard those
12 answers. They have not answered it to us.
13 And I think as a resident we're entitled
14 to know that. Because this could impact
15 our life, cancer and death.

16 MAYOR GOODMAN: We will be happy to
17 post the questions that were given and the
18 responses on the website. If anyone wants
19 to view that, we would be happy to do
20 that.

21 MR. PIECHUCKI: All right. And the
22 website would be?

23 MAYOR GOODMAN: Village of
24 Matinecock.org.

1 MR. PIECHUCKI: Village of
2 Matinecock.org?

3 MAYOR GOODMAN: .gov.

4 MR. PIECHUCKI: Repeat that.

5 MAYOR GOODMAN: Village of
6 Matinecock.gov.

7 MR. SIMONDS: It's
8 Matinecockvillageorg. All one word.

9 MS. REDINGTON: Ruth Redington.
10 Chicken Valley Road.

11 Would you be able willing to put the
12 transcription of this meeting on your
13 website as well?

14 MAYOR GOODMAN: If we -- Bill, we have
15 the capacity to do that?

16 MR. SIMONDS: I can check with the web
17 master. I think so.

18 MR. MACKINNON: This is a private
19 transcription. It would have to be
20 presented to the village, because it's not
21 our transcription.

22 MS. REDINGTON: Happy to do that. Can
23 do that.

24 MS. LONG: Excuse me. Anita Long.

1 Piping Rock Road.

2 Could there be a visual of where the
3 poles are and where the installations
4 would be, just a visual of what it is?

5 MAYOR GOODMAN: We could have them
6 tagged. If the people would like to see
7 which poles were proposed, we could have
8 maybe a --

9 MR. MACKINNON: They could be marked.

10 MAYOR GOODMAN: We can mark them with
11 a ribbon.

12 MS. LONG: I want to see that.

13 MR. VON BRIESEN: This weekend we can
14 do it.

15 MAYOR GOODMAN: Which color do you
16 have?

17 MR. VON BRIESEN: I have miles of
18 bright yellow ribbon.

19 MAYOR GOODMAN: We'll put yellow
20 ribbon on the poles.

21 MR. PIECHUCKI: The ribbons are
22 already on there?

23 MAYOR GOODMAN: We'll put them on this
24 weekend.

1 DEPUTY MAYOR KALIMIAN: The residents
2 and guests here tonight, there is an
3 antenna that's been installed on Wolver
4 Hollow Road. So you can actually go look
5 at it. And I think that would answer a
6 lot of your questions.

7 MR. PIECHUCKI: Do you know where on
8 Wolver Hollow it is that we can look at
9 this?

10 DEPUTY MAYOR KALIMIAN: It's -- again
11 it's Between Chicken Valley Road and
12 Piping Rock Road. I don't know the pole
13 number, but it has a brown box. You can't
14 miss it. So if you take a look at it you
15 will see what -- one of their poles --
16 what one of their antennas looks like.

17 MS. GRAHAM: That would cover the
18 antenna?

19 MR. RIGHTER: With regard to the box
20 on Wolver Hollow Road, a concerned
21 resident called me today to say that she
22 was afraid that the installation of a box
23 between her property and my property would
24 destroy her view.

1 And I said, well, I can't help you
2 there. You know, that depends on how you
3 feel about it. But why don't you go down
4 Wolver Hollow Road and take a look and see
5 how it -- how you react to it. And she
6 said, oh.

7 Well, she did. She came back. She
8 called me back. She said, you know, I've
9 been up and down Wolver Hollow Road 300
10 times since that thing was installed and I
11 never noticed it.

12 So that's not saying that these things
13 are attractive, but they are not in my
14 opinion terribly intrusive. I think Josh
15 described the box. That's the big box,
16 Josh. I think ours are going to be
17 smaller.

18 MR. TRAUNER: That is correct. We
19 used the double -- we used our standard
20 box in Upper Brookville, which is 48
21 inches wide. In Matinecock, at the
22 board's request, we're going with the half
23 sized box, which is half the size of the
24 one on Wolver Hollow Road.

1 MR. RIGHTER: Just for perspectives.

2 MS. ABRAMS: Marlene Abrams.

3 Is Crown providing insurance? Ten
4 years down road, you know, maybe there is
5 harm done to the residents. Is there
6 anything like that? Is there insurance?
7 I mean, is this common?

8 MAYOR GOODMAN: Not per say that I'm
9 aware of.

10 MR. MACKINNON: They're providing
11 under the right of way agreement liability
12 insurance. And liability insurance covers
13 claims that may arise in connection with
14 their equipment. Again, I don't know what
15 incidents or what liability that is being
16 considered. But normally it covers
17 property damage, also for life and other
18 claims.

19 MAYOR GOODMAN: Directly caused by the
20 equipment.

21 MR. MACKINNON: Right.

22 MS. VICTOR: Martine Victor.

23 I just had a point. I would -- will
24 the company, you know, set aside monies,

1 you know, indemnify residents for diseases
2 potentially linked to this exposure?
3 Because just like in many instances of
4 chemical spills and other environmental
5 disasters that, you know, at the time
6 residents were assured, don't worry,
7 everything is fine, it's been cleaned up,
8 but in fact, you know, people are mid-ill,
9 mid-sick? Do they have any liability,
10 Crown Castle, for those potential claims?

11 MR. MACKINNON: They may have
12 liability. However, the village under the
13 telecommunications act cannot go and take
14 into account any type of danger to health
15 that emanates from the radio wave
16 activity. So we're specifically
17 prohibited from opining on that.

18 MS. VICTOR: But you can review it in
19 terms of its impact on wildlife.

20 MR. MACKINNON: That's a question that
21 I will have to have the applicant address.
22 I haven't seen any case that has held to
23 that.

24 Mr. Mayor, if there's no further

1 comments I would suggest at this time the
2 board continue the hearing until next
3 month's meeting to allow counsel and
4 anyone else to submit their comments, and
5 that those comments be forwarded to Crown
6 Castle for a response. And hopefully the
7 issues will be well vetted by the meeting
8 by then.

9 MAYOR GOODMAN: Okay. Is that
10 acceptable?

11 MR. MCKEVITT: Yes, it is.

12 MAYOR GOODMAN: We're going to do
13 that. So there will be a continuance.

14 MR. MACKINNON: I think there should
15 be a motion.

16 MR. RIGHTER: So moved.

17 MAYOR GOODMAN: Second?

18 MS. LARGE: Second.

19 MAYOR GOODMAN: All in favor?

20 MR. RIGHTER: Aye.

21 MS. LARGE: Aye.

22 MR. WELLINGTON: Aye.

23 DEPUTY MAYOR KALIMIAN: Aye.

24 MAYOR GOODMAN: Aye.

