



CITY OF NEW YORK
MANHATTAN COMMUNITY BOARD FOUR
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Delores Rubin
Chair

Jesse R. Bodine
District Manager

August 3, 2016

Anne M. Roest
Commissioner
Information Technology and Telecommunications (DOITT)
255 Greenwich St., 9th Fl.
New York, NY 10007

Dear Commissioner Roest:

Manhattan Community Board 4 (MCB4) brings to your attention the misuse and quality of life concerns surrounding the recently installed NYCLink systems on the City's sidewalks. As you know, MCB4 was one of the first groups to raise the potential issues with the link systems before they were ever installed. In the Board's March 11th, 2015 letter the board lists a number of "problem locations" and provides alternative locations for the links to be relocated¹. Because the concerns of the board were initially discounted I felt it necessary to follow up with an administrative letter.

The MCB4 has received numerous complaints from residents, business owners, city agencies such as the NYPD, and Business Improvement Districts, about the NYCLink systems on 8th Avenue, in particular between West 30th, 40th, and 50th Streets becoming a source of inequity, congestion, and uncleanliness. As reported, people monopolize the links to either change their mobile devices or watch the internet for hours. People misuse other street furniture by using it as a bench to be more comfortable to watch the free internet on the NYCLink system in turn blocking pedestrian egress and creating congestion on the sidewalk.

Since these issues have arisen, Assistant Commissioner Stanley Shores has been willing to meet with the community and has been responsive to questions. However it is unfortunate that DOITT did not adhere to the Memorandum of Understanding² and ignore the board's recommendation to not replace a number of the link locations along 8th Avenue. That notwithstanding, MCB4 would recommend the following steps be taken:

- Limit the access to the internet application to 311, 911, mapping, and advertisements
- Install a time limit for the use of the internet
- Lower the external volume of the link
- Change the siting of the link, so that the control interface is parallel with the street, rather than perpendicular, so users are not in the pedestrian right of way.

¹ March 11th 2015 Letter to Manhattan Borough President's Office

² MOU between DoITT and MBPO

MCB4 urges DOITT to fulfill the commitments it made in the Manhattan Borough President's MOU and adhere to the Community Board's recommendations.

As always, thank you for your attention to this issue and we look forward to working with you in the future.

Sincerely,

A handwritten signature in cursive script, appearing to read "Delores Rubin", enclosed in a thin black rectangular border.

Delores Rubin

Chair

Manhattan Community Board 4

cc: Hon. Gale A. Brewer, Manhattan Borough President
Hon. Corey Johnson, City Council
Stanley Shor, Assistant Commissioner, NYC DoITT



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CHRISTINE BERTHET
Chair

JESSE BODINE
District Manager

March 11, 2015

Gale A. Brewer
Manhattan Borough President
1 Centre Street, 19th floor
New York, New York 10007

re: Proposed plan for relocation of Link installations – As Ratified by the Full Board

Dear Borough President Brewer,

Manhattan Community Board 4 (CB4) is very grateful for your efforts in securing meaningful community input in the conversion of phone booths and new installation of Links.

As part of this process, the Department of Information Technology and Telecommunication (DoITT) asked that the Community Boards provide by March 1, 2015 a list of installations they wish to see removed and a list of possible sites to relocate them. Please find enclosed the lists for CB4.

CB4 requests that 76 phone booths be removed and not replaced at their current location because of the current over-concentration of phone booths on 8th and 9th Avenue. Instead DoITT will choose 76 sites out of the possible 115 new sites proposed by CB4 to relocate them. Any installation beyond the 76 relocations will be subject to the new installation process DoITT has agreed to follow that includes consultation with the Borough President's office. (Memorandum of Understanding between DoITT and Borough Presidents, dated 12/17/2014)

DoITT received in 2013 the list of seventy-six (76) removals that had been vetted by CB4 after an extensive outreach. These installations are mostly in oversaturated areas with very narrow sidewalks. The list with a justification for each of the removals is included.

The proposed list of possible one hundred and fifteen (115) relocation sites is enclosed. It was published via email for the community at large to review and property owners of the Hudson Yards/Hell's Kitchen Alliance Business Improvement District where we propose to locate a large proportion of the new installations. It was also discussed at the Transportation Committee. [See the map of proposed new installations.](#)

Most of the locations proposed are in recently rezoned areas, on 11th and 12th Avenue that are experiencing residential and commercial rapid development. Some are also located around parks and plazas. The following guidelines were used to select sites:

- One Link per block (each Wi-Fi Link has a range of 100 to 150')

- To avoid cluttering, the installations alternate between east and west, or north and south sidewalks. As result a pedestrian walking on one side of the street would see one installation every two blocks
- The Links will be located in the middle of the block where there is less competition for space.
- In no case the Links will be closer than 25 ft. from the corner, measured from the corner quadrant (the lines projecting from the corner buildings) to preserve pedestrian space at crossings
- The Links will not be located in front of building entrances or service doors.
- Each installation will comply with the siting guidelines in the regulation.

We thank you and DoITT for consulting the community on the roll out of this new technology. We are available for further consultation should there be any questions.

Sincerely,



Christine Berthet
Chair



Jay Marcus
Co-Chair, Transportation
Planning Committee



Ernest Modarelli
Co-Chair, Transportation
Planning Committee

Enclosure

cc: Morris Chan, Community Liaison, Manhattan Borough President's Office
Stanley Shor, Assistant Commissioner, NYC DoITT
Patrick Ferguson, NYC DoITT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated December __, 2014, among the Department of Information Technology and Telecommunications (“DoITT”) and the Borough Presidents of the Bronx, Brooklyn, Queens, Staten Island and Manhattan, is intended to describe the public outreach and review process that will be undertaken in (A) seeking proposals for and evaluating sites (referred to hereinafter as “New Sites”) for structures to be installed pursuant to Section 1.2.1(iii) of Appendix SRV of the Public Communications Structures Franchise Agreement (“the Franchise Agreement”) between the City of New York and CityBridge, LLC, and (B) in exercising DoITT’s authority pursuant to the second sentence of Section 1.2.1(ii) of Appendix SRV of the Franchise regarding sites (“Upgrade Sites”) for structures to be installed pursuant to Section 1.2.1(ii).

A. Introduction.

The parties to this MOU recognize their mutual interest in assuring, and great desire to assure, that the structures to be sited pursuant to the Franchise are located in a manner consistent with the interests, wishes and concerns of the local communities where they will be placed. DoITT acknowledges and confirms its full intention to implement the above-referenced provisions of the Franchise in furtherance of that goal, and this MOU is to be interpreted in all respects in accordance with those goals and intentions. The Franchise Agreement will reflect the procedures described herein.

B. New Sites.

1. Prior to approving any New Sites, DoITT will first request recommendations and prioritized lists of areas and locations for New Sites from City Council Members, Borough Presidents, Community Boards and Business Improvement Districts (BIDs).

2. After reviewing recommendations and prioritized lists submitted pursuant to the preceding numbered paragraph 1, DoITT will then distribute lists of proposed New Sites for a 60-day comment period to Council Members, Borough Presidents, Community Boards and BIDs. Such lists of proposed New Sites will be prominently displayed on DoITT’s website, where the public will be invited to submit comments.

3. After consideration of comments received pursuant to the preceding numbered paragraph 2 from Council Members, Borough Presidents, Community Boards, BIDs and the public, DoITT will select final New Sites and notify Council Members, Borough Presidents, Community Boards and BIDs of such selections, as well as post such selections on DoITT’s website. Such final New Sites shall not include any site to which the Borough President within whose borough the applicable site lies has raised a specific objection, unless DoITT includes a written explanation of the criteria DoITT has used in proposing to select such site despite such objection and has provided an opportunity for the objecting Borough President to work with DoITT to develop an alternative location consistent with such criteria.

C. Upgrade Sites.

Section 1.2.1(ii) grants to DoITT the right to deny approval of any location for installation by the Franchisee of any new structure pursuant to the Franchise where an existing payphone is currently in place (or was in place as of April 30, 2014) “if DoITT approves an alternative location that in DoITT’s reasonable judgment is of at least equal economic value to the Franchisee”. In choosing whether to exercise that right to deny approval with respect to any applicable location and in approving alternative locations when exercising such right, DoITT commits to work with the Borough Presidents to assure that the interests, wishes and concerns of effected local communities are fully reflected, including, but not limited to, by pursuing the following steps:

Promptly after the execution of the Franchise Agreement, DoITT will distribute to each of the Borough Presidents and Community Boards a map or maps showing the locations of all existing sites covered by Section 1.2.1(ii). Thereafter, if a Borough President identifies to DoITT one or more such sites within his or her borough as a site to which he or she recommends DoITT apply the denial right described in the second sentence of Section 1.2.1(ii), and suggests as part of that request an alternative location that is likely to be a sufficient alternative under said second sentence of Section 1.2.1(ii), then DoITT shall submit such denial, and the proposed alternative site, to the Franchisee unless DoITT has substantial and important reasons not to do so, provides the Borough President in writing such reasons for not doing so, and provides the Borough President an opportunity to work with DoITT on identifying an alternative location consistent with the Franchise Agreement’s “equal economic value” standard. If a Borough President identifies to DoITT one or more such sites within his or her borough as a site to which he or she recommends DoITT apply the denial right described in the second sentence of Section 1.2.1(ii), but does not suggest as part of that request an alternative, then DoITT will use its best efforts to work with the Borough President to identify an alternative location that would meet the Franchise Agreement standard described at the end of the second sentence of Section 1.2.1(ii) of Appendix SRV of the Franchise Agreement.

D. Siting Criteria and Additional Provisions.

In seeking to identify an alternative site that meets the applicable standard reflected in the Franchise Agreement as described in Section C above, siting criteria to be used may include, without limitation:

- 1) area zoning,
- 2) proximity to mass transit,
- 3) width of the sidewalk,
- 4) pedestrian traffic at the location and other relevant nearby population density metrics,
- 5) significant residential or commercial developments reasonably believed to break ground in the succeeding six to twelve months from the date of site review,
- 6) the degree of expected usage of the services,

- 7) the presence of nearby locations where service users may congregate,
- 8) the availability of alternative free services at the location,
- 9) the availability of accessible infrastructure to support the services, and/or
- 10) the overall revenue potential and cost of installing and operating the structure at the alternative site.

In analyzing proposed New Sites as contemplated in Section B above, DoITT siting criteria may include, without limitation, the types of criteria listed above and the additional criteria expressly referred to in the Franchise Agreement at Section 1.2.1(iii) of Appendix SRV (the overall revenue generating potential of the location and the overall cost of installing and operating the structure at the location). The parties to this MOU acknowledge and agree that with respect to Upgrade Sites, it is generally intended that existing payphone locations should be reused so that existing conduit infrastructure is leveraged, disruption of the sidewalks is minimized and the franchisee can plan its rollout most effectively.

The public outreach and consultation steps described herein will be utilized with respect to both the location of sites generally and with respect to which locations will include 1 Gbps wireless access points and which will include 100 Mbps access points.

DoITT will provide a copy of each Site Plan submitted to DoITT pursuant to the Section 1.2.2 of Appendix SRV of the Franchise Agreement to the Borough President for the borough in which the applicable site lies and the affected Community Board.

The language set forth in the attachment to this MOU regarding a pilot program in the Bronx that will test the use of solar power for the planned franchise installations will be included in the Franchise Agreement.

The parties to this MOU will work cooperatively in exercising the steps and procedures described in this Section 2 in a reasonably expeditious manner consistent with the timely rollout of installations in accordance with the Franchise Agreement.

The steps described above in this MOU are not intended to be in any respect exclusive or exhaustive in describing the public outreach and community consultation and cooperation efforts DoITT will take with respect to siting and other implementation activities with respect to the Franchise. As noted above, it is an extremely high priority for DoITT that the location of the structures to be installed under the Franchise be desirable to and welcomed by local communities, and DoITT expects and commits to make every effort to work with local communities and elected officials to pursue that priority.

The parties to this MOU all agree that the LinkNYC system contemplated by the Franchise Agreement is just the beginning of an ambitious and far-reaching initiative that the parties to this MOU expect to continually improve over time. DoITT will give serious consideration to additional proposals recommended by the Borough Presidents that would enhance the services provided by LinkNYC without affecting or impairing the core functionality of the LinkNYC system or network. DoITT will consider such proposals in good faith and respond to the Borough Presidents on the merits and feasibility of such proposals, as well as the decision to implement, modify or reject such proposals.

The final Franchise Agreement language will reflect that there is no essential relationship between the presence of advertising panels on a new structure and the provision of a 1 Gbps wireless access point (WAP) at a new structure, such that it will be clear there will be four categories of new structures: structures with ad panels and a 1 Gbps WAP, structures without ad panels but with a 1 Gbps WAP, structures with ad panels and a 100 Mbps WAP, and structures without ad panels but with a 100 Mbps WAP. The final Franchise Agreement will also reflect an accelerated installation schedule and enhancement to 1 Gbps (as compared to the proposed Franchise Agreement draft) of 400 sites across the Bronx, Brooklyn, Queens, Staten Island and northern Manhattan.

Commissioner, DoITT

Borough President of the Bronx

Borough President of Brooklyn

Borough President of Queens

Borough President of Staten Island

Borough President of Manhattan

Attachment to MOU

PART VIII. SOLAR POWER PILOT PROGRAM

- 8.1 Beginning no later than 120 days after the first anniversary of the Effective Date, Franchisee will test the use of solar power on Structures in a pilot program that will include 10 Structures, in the Bronx (the "Solar Power Pilot Program"). The primary purpose of this program will be to ascertain how solar power can be incorporated into the design to improve performance during severe inclement weather, natural disaster and moments of distress.
- 8.2 Franchisee shall provide the funding, equipment, and services to perform this Solar Power Pilot Program for a minimum of one year, unless otherwise agreed.
- 8.3 Franchisee will consult with the Bronx Borough President to determine: (i) the location of the Structures to be included in the Solar Power Pilot Program; (ii) whether such Structures will be an Advertising Structure or Non-Advertising Structure; (iii) the throughput of the WAP of the Structures; and (iv) the build out schedule of the Structures that will comprise the Solar Power Pilot Program
- 8.4 Within a reasonable time after implementing the Solar Power Pilot Program, but no later than 365 days after the first anniversary of the Effective Date, Franchisee will produce a performance report on the pilot to be submitted to the City. and will regularly thereafter submit updated performance reports to the City.
- 8.5 Franchisee shall include a separate reporting capability within MMS for the Structures included in the Solar Power Pilot Program.
- 8.6 No later than 60 days after the anniversary of the Solar Power Pilot Program, Franchisee shall submit to DoITT a report on the findings of the Solar Power Pilot Program, and such report shall detail performance metrics of the battery and provision of the Services, an assessment of the costs associated with implementing, maintaining, and upgrading solar power equipment on the Structures, and an evaluation from the Franchisee on the feasibility of implementing solar power equipment for other portions of the System.
- 8.7 As may be needed to accommodate the solar equipment, during the pilot, subject to DoITT's approval, the envelope size of the Structures that are part of the pilot may exceed the dimensions listed in Section 1.1.2 of Attachment SRV.