

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton

From: Edwin W. Schmierer, Esq.
Assistant Municipal Attorney



Date: March 20, 2014

Re: Princeton - Crown Castle NG East, LLC: Pole Installation Agreement

Crown Castle NG East, LLC ("Crown Castle") operates a fiber-based telecommunications network. Operating either as Crown Castle or NextG Networks of NY, Inc., both the former Township and Borough entered into rights-of-way use agreements in 2009 and 2012 respectively, to allow Crown Castle to attach their equipment to telephone poles throughout the Princeton community. In order to provide appropriate wireless service, Crown Castle has identified three locations where they propose removing the existing telephone pole and reinstalling replacement poles. Those locations are: (1) Monument Drive (Route 206), (2) 54-60 Witherspoon Street, (3) 185 Nassau Street (Route 27).

Prior to requesting permission to install these three new poles, Crown Castle appeared before the Princeton Historic Preservation Commission on numerous occasions between May and November 2013. Following those appearances, HPC approved their request determining that the installation of the proposed poles would not have a negative nor detrimental impact on the Historic District(s) wherein the poles are to be located. Having Crown Castle replace the three above-referenced poles actually represents a benefit to Princeton. Crown Castle will be responsible for the maintenance of the lamps on the poles, the poles themselves, all wiring and foundations. They will also pay for the electricity for the three poles.

I have therefore prepared and attach hereto a proposed resolution. The pole installation is also attached. We would appreciate your considering this request as a part of your agenda on March 24, 2014.

cc: Robert W. Bruschi, Administrator
Kathryn Monzo, Assistant Administrator
Linda McDermott, Clerk
Robert V. Kiser, P.E., Princeton Engineer

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, the former Borough of Princeton and the former Township of Princeton have entered into right-of-way use agreements with Crown Castle NG East, LLC (“Crown Castle”) to permit the installation of Crown Castle’s fiber-based telecommunications equipment within the Princeton community; and

WHEREAS, Crown Castle has determined that there are three additional locations requiring the replacement of street light poles by Crown Castle in order to facilitate the installation of additional equipment (Monument Drive – Route 206; 54-60 Witherspoon Street and 185 Nassau Street – Route 27); and

WHEREAS, Princeton wishes to authorize the removal of certain existing street lights at these locations owned by Public Service Electric and Gas Company and to have said poles replaced with new matching street light poles which would contain the Crown Castle equipment.

NOW THEREFORE, be it resolved by the Mayor and Council of Princeton as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into a Pole Installation Agreement with Crown Castle. The Agreement hereby authorized is on file in the office of the Municipal Clerk and may be inspected during regular office hours.

2. A certified true copy of this resolution shall be furnished upon its adoption to Crown Castle, Attention Peter Broy, Manager, Government Relations, 1200 MacArthur Boulevard, Suite 200, Mahwah, New Jersey, 07430.

Municipality of Princeton

POLE INSTALLATION AGREEMENT

THIS POLE INSTALLATION AGREEMENT (this "Agreement") is dated as of March 24, 2014 (the "Effective Date"), and entered into by and between the MUNICIPALITY OF PRINCETON, a New Jersey municipal corporation (the "Municipality"), and CROWN CASTLE NG EAST LLC, a Delaware limited liability company ("Crown Castle") (together, the "Parties").

RECITALS

A. The Parties have previously entered into two separate Right-Of-Way Use Agreements (together, the "RUAs"). The first RUA was entered into between the Township of Princeton and NextG Networks of NY, Inc., dated April 30, 2009, (the "Township RUA").

B. On May 3, 2012, NextG Networks of NY, Inc. changed its name to Crown Castle NG East Inc.

C. The second RUA was entered into between the Borough of Princeton and Crown Castle NG East Inc. and dated September 11, 2012 (the "Borough RUA").

D. On January 1, 2013, the Township of Princeton and the Borough of Princeton consolidated into a single municipal entity known as the Municipality of Princeton (the "Municipality").

E. On December 31, 2013, Crown Castle NG East Inc. converted to a limited liability company and changed its name to Crown Castle NG East LLC.

F. Together, the RUAs granted Crown Castle the right to install and operate telecommunications equipment within the Municipality's Public Ways and Crown Castle, pursuant to said RUAs, has installed such Equipment at several locations.

G. As of the Effective Date of this Agreement, the RUAs remain in effect.

H. At a Public Meeting of the Municipality Council held on March 24 Crown Castle made a presentation to the Municipality regarding the removal of certain existing street light poles owned by the Public Service Electric and Gas Company ("PSEG") and replacement of such street light poles with new matching street light poles that contain Crown Castle's equipment (the "Replacement Poles"). The Replacement Poles are listed in Exhibit A.

I. On March 24 the Municipality Council issued a Resolution approving Crown Castle's plan for the Replacement Poles (the "Resolution"). The Resolution is annexed to this Agreement as Exhibit B.

J. The Parties are now entering into this Agreement in order to address additional concerns and issues raised by Crown Castle's plan for the Replacement Poles which are not specifically addressed by the RUAs.

AGREEMENT

NOW, THEREFORE, the Municipality and Crown Castle, by this Agreement, agree as follows:

1 OWNERSHIP AND MAINTENANCE. Crown Castle shall construct, own and maintain the Replacement Poles pursuant to the terms of the RUAs and this Agreement.

1.1 Compliance with the Resolution. In addition to the provisions of this Agreement, Crown Castle agrees to comply with all conditions contained in the Resolution attached to this Agreement as Exhibit B.

1.2 Conflict with the RUAs. In the case of any conflict between provisions of this Agreement and the RUAs, with regard to the Replacement Poles only, the provisions of this Agreement will control.

2 CONSTRUCTION AND REPAIR ISSUES

2.1 Construction Costs. Crown Castle shall pay for all costs associated with construction of the Replacement Poles, including, if applicable, reimbursement of unrecovered capital costs the Municipality may owe to PSEG pursuant to PSEG's tariff.

2.2 State DOT Permitting. Pursuant to Section 3 of the RUAs, for any Replacement Pole located on a New Jersey State roadway, Crown Castle will additionally obtain the appropriate work permit from the New Jersey Department of Transportation.

2.3 Street Lights. Crown Castle shall install, maintain and pay for electricity for the street lights installed on the Replacement Poles. Maintenance of the Replacement Poles shall include, but is not limited to, replacement of the lighting fixtures, poles, wiring and foundations in the event of an accident or act of god.

2.3.1 Street light design to be approved. The lighting fixtures on the Replacement Poles shall be of a type and wattage approved by the Municipality.

2.4 Repair of Replacement Poles. Crown Castle agrees to repair any damaged street light on a Replacement Pole within thirty (30) days after notice by the Municipality. If such repairs are not made, the Municipality may perform such repair work and Crown Castle will reimburse the Municipality for all reasonable costs incurred.

2.5 Removal of Replacement Poles. If Crown Castle abandons a Replacement Pole, such pole shall become property of the Municipality. If Crown Castle decides it no longer wishes to utilize a Replacement Pole, it may inform the Municipality and, upon removal of Crown Castle's equipment, such pole will become property of the Municipality.

3 COMPENSATION. Crown Castle shall compensate the Municipality for the Replacement Poles pursuant to the terms of the RUAs.

3.1 Reimbursement of Municipality's Costs. Crown Castle agrees to reimburse reasonable costs incurred by the Municipality for approving the Replacement Poles and this Agreement, including, but not limited to: (1) costs for the Municipality's legal review of this Agreement; and (2) costs for review and inspections of the Replacement Poles by the Municipality's Construction Official or Engineer. Total costs to be reimbursed shall not exceed \$1,500.00. Invoices for such reimbursement shall be presented to Crown Castle within ninety (90) days of incurring such costs, pursuant to the notice provisions of Section 6, below, and payment shall be made within thirty (30) days thereafter.

3.2 Electricity Payments. Crown Castle shall be responsibility for payment of all electricity charges pursuant to Section 4.6 of the Township RUA and Section 4.7 of the Borough RUA. For the purposes of this Agreement, the Equipment shall include a lighting fixture that is attached to a Replacement Pole.

4 CONTACTING CROWN CASTLE. The Municipality may contact by telephone the network control center operator at telephone number (888) 632-0931 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 Equipment in the Municipality's Public Ways, including the Replacement Poles. All legal notices shall be provided pursuant to Section 6 of this Agreement.

5 AMENDMENT OF THIS AGREEMENT. Should Crown Castle require replacement or installation of additional street light poles, Exhibit A of this Agreement may be amended pursuant to a written instrument signed by the Parties.

6 NOTICES. All notices which shall or may be given pursuant to this Agreement or the RUAs 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 Municipality:

MUNICIPALITY OF PRINCETON
ATTN: MAYOR
400 Witherspoon Street
Princeton, NJ 08540

if to Crown:

CROWN CASTLE NG EAST LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317-8564
Attn: E. Blake Hawk, General Counsel, Legal Department

with a copy which shall not constitute legal notice to:

CROWN CASTLE NG EAST LLC
695 River Oaks Parkway
San Jose, CA 95134
Attn: SCN Contracts Management

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

Municipality: MUNICIPALITY OF PRINCETON a New Jersey municipal corporation

By: _____
Liz Lempert

Its: Mayor

Date: March 24, 2014

Crown Castle: CROWN CASTLE NG EAST LLC, a Delaware limited liability company

By: _____
Robert D. Ward

Its: President - DAS and Small Cell Networks

Date: _____, 2014

List of Exhibits:

Exhibit A - List of the Replacement Poles

Exhibit B - Resolution of the Municipality Council, dated March 24, 2014

Exhibit A - List of the Replacement Poles

1. NAS001m2 - 1 Monument Drive (Pole ID: 1385) Pole on north side of Stockton Street on west side of Bayard Lane
2. NAS003m2 - 54-60 Witherspoon Street (No Pole ID Number) Pole on west side of Witherspoon Street - First Pole north of Hulfish Street.
3. NAS005m2 - 185 Nassau Street (Pole ID: 1112) Pole on South side of Nassau Street - First Pole west of Moore Street

MEMORANDUM

TO: Daniel Saunders, Administrator
New Jersey New Jersey State Office of Historic Preservation

FROM: Julie Capozzoli, Chair *JC (CMV)*
Princeton Historic Preservation Commission

DATE: November 26, 2013 REVISED December 2, 2013

SUBJECT: CROWN CASTLE
Three Proposed Cellular Distributed Antennae System (DAS) Sites
Stockton Street, Nassau Street and Witherspoon Street
Princeton Historic District (National Register)
Central Historic District (Locally designated district)
King's Highway (Upper Road, Lincoln Highway) Historic District (National Register)
Section 106 Review
62HP-2013

At its November 18, 2013, regular meeting, the Princeton Historic Preservation Commission ("Commission") reviewed the above-referenced application under Section 106 of the National Historic Preservation Act.

Crown Castle NG East, Inc. ("Applicant") proposes to install, in the State of New Jersey or Princeton right of way, three new black metal utility light poles, replacing three black (of a similar design) Public Service Electric and Gas Company (PSE&G) lamp posts in the Princeton downtown area, with a 2-foot tall dualband panel antenna atop each the pole, and a ion remote unit equipment box attached to each pole. The proposed poles would contain wireless communications equipment and lighting globes. They are proposed to be located at the following locations:

- **54-60 Witherspoon Street (between Hulfish Street and Paul Robeson Place — west side):** pole height 23 feet 3 inches; Princeton Historic District (National Register). Right of way is municipality of Princeton. 1
- **185 Nassau Street (between Washington Road and Charlton Street):** pole height with antenna - 28 feet 3 inches; Princeton Historic District (National Register), Central Historic District (Locally Designated District), and King's Highway (Upper Road, Lincoln Highway) Historic District (National Register). Right of way is the State of New

¹ The Commission reviewed plans which had the address of 65 Witherspoon. This address is incorrect. The plans must be revised to say 54-60 Witherspoon Street.

To: Daniel Saunders, SHPO
From: Julie Capozzoli, Princeton Historic Preservation Commission
Re: November 26, 2013 ...REVISED December 2, 2013

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Jersey.

- **1 Monument Drive (intersection of Bayard Lane, Stockton and Nassau Streets):** pole height with antenna – 28 feet 3 inches; Princeton Historic District (National Register), Mercer Hill Historic District (Locally Designated District) and King's Highway (Upper Road, Lincoln Highway) Historic District (National Register). Right of way is the State of New Jersey.

The Historic Preservation Commission discussed each location. The Commission had reviewed other sites proposed by the applicant and had suggested that they use existing lamp poles in the right of way. The applicant reported that it learned from another municipality that Princeton could request of Public Service Electrical and Gas Company (PSE&G) to remove its poles where Crown Castle wanted their equipment. Then Crown Castle and the municipality could replace those poles which would be similar in style, have street lights or globes and Crown Castle's equipment. Those replacement poles could be owned either by the municipality of Princeton or Crown Castle.

The Commission was satisfied that the applicant had agreed with the recommendation to not add more poles in the community. The poles were in keeping with the existing light poles in the districts. The poles chosen for replacement are not cited in the King's Highway (Upper Road, Lincoln Highway) Historic District National Register Nomination, having been replaced since the nomination was completed.

Following the Commission's review, the Commission voted six (6) to one (1) to recommend approval to the New Jersey State Office of Historic Preservation.

However, since the Historic Preservation Commission has made many recommendations that it would be appropriate to locate cellular antennae on public buildings such as the library or Monument Hall, the Princeton Council should request such antennae of cellular carriers thus eliminating much street furniture which obscures the viewshed of the historic districts.

cc: HPC Members
Mayor Elizabeth Lempert
Princeton Council Members
Christine M. Lewandoski, P.P., AICP, Historic Preservation Officer
Robert V. Kiser, P.E., Municipal Engineer
Jack West, P.E., P.P., Land Use Engineer
Derek Bridger, Zoning Officer
Peter Broy, Crown Castle

RECEIVED
NOV 03 2013
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
OFFICE OF HISTORIC PRESERVATION





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OFFICE RESERVATION

