

PUBLIC COMMUNICATIONS STRUCTURE FRANCHISE AGREEMENT
Attachment RDR – Resiliency and Disaster Recovery
CityBridge, LLC

**PUBLIC COMMUNICATIONS STRUCTURE FRANCHISE AGREEMENT
ATTACHMENT RDR (RESILIENCY & DISASTER RECOVERY)**

PART I. BACKUP POWER

1. Franchisee shall ensure that each Public Communication Structure has at least one source of backup power, battery or otherwise, to provide uninterrupted power to the Public Communication Structures' ("Back-up Power Source") 911 calling capability, for at least 24 hours in the event of the loss of commercial power.
2. Franchisee shall maintain and upgrade the Back-up Power Source to ensure that it continuously meets mandated backup power requirements.

PART II. HARDENING FACILITIES IN FLOOD ZONE

3. Franchisee will use commercially reasonable efforts to ensure that for Public Communication Structures located in the FEMA 100 year flood zone, or otherwise identified by the city as being at risk of flooding, critical features of the Public Communications Structures remain operational for as long as practical in the event of flooding. Such measures may include s installing the Back-up Power Source as high as possible within the structure.

PART III. EMERGENCY SERVICES

- 3.1 In emergency situations, including hurricanes, tropical storms, blizzards, winter storm warnings, tornado warnings, flash flood warnings, drought, or other disastrous events, Franchisee shall ensure that the public communications structures are capable of communicating emergency/critical information during the emergency.
- 3.2 The Franchisee will coordinate with the City regarding the type and form of information that is to be communicated, such as mandatory evacuation orders, location of shelters, Notify NYC messages or other information.
- 3.3 Emergency information provided by City agencies including first responder agencies (i.e. New York Police Department, Fire Department of the City of New York, Office of Emergency and Management, etc...) will be displayed prominently and provided priority, for at least 50% of the total display time, on the Public Communication Structures' tablet display, unless commercial power is available, in which case information will be displayed on the Adverting Panels. Information regarding any imminent threat to public safety will be given 100% display time until such imminent threat had subsided.

PART IV. SERVICE OUTAGE REPORTS

4.1 Franchisee shall provide a quarterly report regarding outages and service interruptions to appropriately reflect the public interest in reasonable documentation of Franchisee's compliance with the requirements of this Franchise with respect to the minimization and repair of service interruptions and outages.

PART V. INFRASTRUCTURE MAPS AND DATA

5.1 The Franchisee shall, at its own cost, create, maintain, and provide the City any and all maps, working or other plans profiles, surveys and drawings (made to scale or otherwise), figures and information that may be requested by the City and necessary for any purpose relating to the telecommunications infrastructure used for the Public Communication Structures.

5.2 Such maps and other information will be provided in a format reasonably acceptable to the Commissioner, and will detail the location of the System constructed or maintained by Franchisee (including designation of which facilities are underground and aerial), whether in use or abandoned. Franchisee shall provide common Geographic Information System (GIS) format (e.g., shapefile, geodatabase), that can be used to construct or produce maps of the entire telecommunications infrastructure of the Public Communications Structures.

5.3 The Commissioner may reasonably change, at the Commissioner's sole discretion, the format requirements described herein, provided such format requirements are consistent with industry standards.

PART VI. PLANS

6.1 Within 90 days of the Effective Date, Franchisee shall submit to DoITT a Public Communication Structure resiliency and emergency response plan, detailing the measures that the Franchisee has implemented to prepare for, react to and recover from emergency events. On the anniversary of the Effective Date, Franchisee will submit an update to that report including any resiliency measures taken during the previous year, whether the measures were sufficient to mitigate the issues encountered, or if not, what measures the Franchisee will take to prevent future problems, any additional lessons learned, or any other relevant information not included in the original plan or subsequent updates. The annual updated report will include an assessment of the technological advances with respect to cyber security and encryption, and a recommendation as to what improvements the

Franchisee anticipates making in its Structures, equipment, systems over the course of the next year.

PART VII. MARC

- 7 Franchisee agrees to apply for membership in the Mutual Aid and Restoration Consortium ("MARC") and if accepted for such membership, to execute the then applicable MARC agreement, and be fully active in MARC activities, including participation in MARC alerts, drills and meetings.

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 in 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.