

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE: :
A PETITION OF SBA COMMUNICATIONS : PETITION NO. ____
CORPORATION FOR A DECLARATORY :
RULING ON THE NEED TO OBTAIN A :
SITING COUNCIL CERTIFICATE FOR :
THE MODIFICATION OF AN EXISTING :
TELECOMMUNICATIONS FACILITY AT :
277 HUCKLEBERRY HILL ROAD, AVON, :
CONNECTICUT : NOVEMBER 9, 2022

**PETITION FOR A DECLARATORY RULING:
INSTALLATION HAVING NO
SUBSTANTIAL ADVERSE ENVIRONMENTAL EFFECT**

I. Introduction

Pursuant to Sections 16-50j-38 and 16-50j-39 of the Regulations of Connecticut State Agencies (“R.C.S.A.”), SBA Communications Corporation (“SBA”) hereby petitions the Connecticut Siting Council (the “Council”) for a declaratory ruling (“Petition”) that no Certificate of Environmental Compatibility and Public Need (“Certificate”) is required under Section 16-50k(a) of the Connecticut General Statutes (“C.G.S.”) for modifications to the existing wireless communications facility at 277 Huckleberry Hill Road, in Avon, Connecticut. SBA, the tower owner and facility operator, proposes to replace the existing 100-foot laminated wood tower at the site with a 130-foot steel monopole tower. The existing tower is shared by AT&T, T-Mobile and Sprint. The new tower would continue to be shared by AT&T and T-Mobile and would support new public safety antennas and equipment owned and operated by the Town of Avon (“Town” or “Avon”) and new antennas and wireless service equipment owned

and operated by Cellco Partnership d/b/a Verizon Wireless (“Cellco”).¹

II. Factual Background

SBA currently owns and maintains a 100-foot laminated wood tower that is located in the northeast corner of a 40-foot by 38-foot facility compound (the “Existing Facility”) in a westerly portion of a 61.3-acre parcel at 277 Huckleberry Hill Road (the “Property”). The Property is owned by the Town and is the site of the former Avon landfill. The easterly portion of the Property is still used by the Town as its solid waste transfer station.

The Existing Facility was approved by the Council on January 24, 2005 (Docket No. 297) for Sprint Spectrum L.P. (“Sprint”). A copy of the Council’s Decision and Order in Docket No. 297 is included in Attachment 1. SBA acquired the Existing Facility from Sprint in 2012. The Existing Facility is currently shared by Sprint, with antennas at the 100-foot level on the tower; AT&T, with antennas at the 90-foot level on the tower; and T-Mobile with antennas at the 80-foot level on the tower. Equipment associated with the existing antennas is located on the ground near the base of the tower within a fenced facility compound. Access to the Existing Facility compound extends from Huckleberry Hill Road along an existing site access driveway through the landfill parcel, to the tower site. (See Project Plans included in Attachment 2).

A. Need for Facility Modifications

1. Town of Avon

The Town’s current public safety communications system experiences significant coverage gaps and lacks the functionality, features and security of a modern public safety grade communications network. Funding was previously appropriated to implement a new communications system that would meet updated standards. The Town’s new public safety

¹ Cellco identifies this facility as its “Burlington 2” cell site.

communications system will rely on a total of three (3) separate antenna base station locations, one of which would be located at the Property. The Town's use of the Existing Facility would, however, require the installation of a taller replacement tower on the Property.

2. Cellco Partnership d/b/a Verizon Wireless

Cellco is licensed to provide wireless telecommunications service in Avon and throughout the State of Connecticut. Cellco currently provides service in Avon from several existing macro-cell and small cell facilities in the surrounding Towns of Avon, Burlington, Canton, Simsbury, West Hartford and Farmington. In westerly portions of Avon, Cellco experiences significant gaps in wireless service along portions of State Routes 4 and 179 and local roads in the area near the Property and the Avon-Burlington town-line. These gaps also extend into adjacent residential, recreational and commercial areas around the Property.

Coverage plots showing Cellco's existing wireless service in western portions of Avon and eastern portions of Burlington are included in Attachment 3. A second set of coverage plots showing Cellco's existing wireless service together with the service from the modified SBA facility at the Property (Cellco's Burlington 2 cell site) are included in Attachment 4. As demonstrated on these plots, coverage from the modified SBA tower site will allow Cellco to fill these existing wireless service gaps.²

B. Proposed Facility Modifications

To accommodate the Town's and Cellco's proposed shared use of the Existing Facility, SBA is proposing to remove the existing 100-foot laminated wood tower and replace it with a new 130-foot steel monopole. The relocated tower would be located approximately 34 feet to

² In addition to the resolution of the existing coverage problems, Cellco's modified SBA facility (Burlington 2) will provide additional network capacity for customers in the area, particularly those in the Buckingham Recreation Area.

the south of the existing wood tower. (See Attachment 2 – Plan Sheet C-2A). AT&T and T-Mobile antennas will be relocated onto the new tower at the same heights (90 feet and 80 feet above ground level (“AGL”), respectively) as their antennas on the existing wood tower. No modifications are proposed to the T-Mobile or AT&T antennas or ground-mounted equipment at this time. Due to the recent merger of Sprint and T-Mobile, Sprint antennas and ground-based equipment will be removed from the Property.

The Town is working with the State of Connecticut to use the SBA replacement tower to augment coverage in the Connecticut Land Mobile Radio Network (“CLMRN”). This would benefit not only the Town of Avon public safety network but enhance coverage for all users of the State CLMRN system. To achieve this, the Town will install three (3) approximately twelve-foot tall omni-directional whip antennas extending above the top of the new 130-foot monopole tower.³ The Town’s radio equipment would be located in a new 12-foot by 20-foot equipment shelter that would be located on Sprint’s former equipment pad. The Sprint equipment pad will need to be expanded to accommodate the Town’s shelter. The Town will also install a backup generator on a separate concrete pad, adjacent to its equipment shelter. (See Attachment 2 Plan Sheet C-2A).

Cellco will install a total of nine (9) antennas and twelve (12) remote radio heads (“RRH”) on an antenna platform at the 110-foot level on the new monopole tower. Equipment associated with Cellco’s antennas would be located within a 12-foot by 20-foot leased equipment area. The facility compound would be expanded, to the south, to accommodate Cellco’s equipment area. Under the recently modified lease agreement, SBA may extend the facility

³ In addition to the Town’s whip antennas, a new lightening rod would be installed at the top of the tower extending to an overall height of 150 feet AGL.

compound further to the south if and/or when additional carriers seek to share the replacement tower.

III. Municipal Consultation

The municipal consultation process for the proposed modifications to the existing SBA facility and lease agreement began in the Spring of 2020. At that time, Town staff contacted SBA to discuss its need to upgrade the Town's public safety communications system. This upgrade would involve the development of three (3) new public safety communications base stations, including a taller tower at the Property. The Avon Town Council authorized the Town Manager to proceed with plans to amend the SBA lease in September of 2020. The Town reached out to SBA shortly thereafter to discuss its needs and proposed lease amendments.

In an effort to keep the public aware of its intentions, the Town sent notice to all property owners within 500 feet of the Property informing them of its plan to work with SBA to amend the existing lease and use the SBA tower site as a part of the public safety communications system upgrades. The Town hosted a public information meeting ("PIM") on August 19, 2021 to discuss its plans. Following the PIM, the Town prepared written responses to 72 separate questions raised during the PIM ("Q&A 1"). The Q&A 1 document was shared with all PIM attendees and, shortly thereafter, prompted a second set of questions ("Q&A 2"), to which the Town responded.

In late November of 2021, Town officials spoke with David Maxson, a consultant retained by several neighbors to the Property, about the Town's need for the proposed SBA facility modifications and neighborhood concerns related to the visual impact of the taller replacement tower. To address the additional comments and issues raised by Mr. Maxson, the Town retained Centek Engineering ("Centek") to assess the visual impact of the replacement tower on the Property. In February of 2022, the Town developed a third document ("Q&A 3")

that, once again, summarized the Town's need to improve its public safety communications system and its plan to use the SBA tower site on the Property to do so. Appended to Q&A 3 was the Centek visual assessment, including two sets of photo-simulations of the SBA replacement tower. Copies of Q&A 1, Q&A 2 and Q&A 3 are included in Attachment 5.

On a parallel track, the Avon Town Council began its deliberation process to review and ultimately approve modifications to the SBA lease agreement. The Avon Town Council scheduled a public hearing on the proposed SBA lease amendment for September 2, 2021. That meeting was continued until October 7, 2021 at the request of neighbors. The Town Council formally opened the public hearing on the proposed lease amendment on October 7, 2021. The public hearing was continued until November 4, 2021. At the request of the neighbors, the continuation of the hearing was tabled on November 4, 2021, and the Town Council scheduled a special meeting on November 17, 2021, to continue the public hearing. The public hearing closed on November 17, 2021. The final SBA lease amendment appeared on the Town Council agenda again on December 2, 2021. The matter was tabled to provide more time to review recommendations made by the neighbor's consultant. Discussion of the proposed lease amendment continued at the Town Council meeting of January 6, 2022, when, following discussions, the amended lease was unanimously approved. Pursuant to Conn. Gen. Stat. Section 8-24, the proposed lease amendment was also referred to the Avon Planning and Zoning Commission ("PZC"). On January 11, 2022, the PZC voted unanimously and found that the proposed lease amendment was consistent with the Town's Plan of Conservation and Development.

IV. Discussion

A. The Proposed Facility Modifications Will Not Have A Substantial Adverse Environmental Effect

The Public Utility Environmental Standards Act (the “Act”), C.G.S. § 16-50g et seq., provides for the orderly and environmentally compatible development of telecommunications towers in the state to avoid “a significant impact on the environment and ecology of the State of Connecticut.” C.G.S. § 16-50g. To achieve these goals, the Act established the Council, and requires a Certificate of Environmental Compatibility and Public Need for the construction of telecommunication towers “that may, as determined by the council, have a substantial adverse environmental effect”. C.G.S. § 16-50k(a).

1. Physical Environmental Effects

SBA respectfully submits that the replacement of the existing 100-foot wood tower with a new 130-foot monopole tower within an expanded facility compound will not result in a significant alteration to the physical and/or environmental characteristics of the Property, or the surrounding area. The proposed replacement tower would be setback approximately 270 feet from the Property’s southern boundary; 919 feet from the Property’s western boundary; 768 feet from the Property’s northern boundary and 1,796 feet from the Property’s eastern boundary.

The existing facility compound remains clear of all vegetation. The proposed expansion of the facility compound to the south, needed to accommodate Cellco’s equipment area, allows SBA to avoid, for the time being, the removal of several larger trees near the compound. Further expansion of the facility compound in the future may require the removal of some additional trees.

Vehicular access to the facility compound will remain unchanged and no additional improvements to the site access driveway are necessary or proposed in this Petition. Power to all

new Town and Cellco radio equipment on site would extend from the existing utility backboard.

2. Visual Effects

When a height extension to an existing tower is contemplated, visual impacts associated with the tower must be re-evaluated as a part of a determination of environmental effect. As discussed in numerous previous Council filings, the visual impact of a tower is often the most significant and, in many cases, like this one, the only discernible environmental effect associated with such facilities. In addition to the visual assessment completed by the Town (Attachment 5), SBA engaged Tower Engineering Professionals (“TEP”) to assess the visual impact of the proposed 130-foot replacement tower. A copy of TEP’s report is included in Attachment 6 (the “TEP Report”).

Consistent with the findings of the Centek Engineering visual analysis, the TEP Report concludes that the new 130-foot tower may be visible, above the tree-line, from certain locations on the Property to the east and from certain locations in the easterly portion of the Buckingham Recreation Area. However, due to existing topography in the area and the high degree of intervening vegetation between the replacement tower site and adjacent parcels to the north, west and south, the tower is not anticipated to have a substantial visual impact on any nearby residential landowners.⁴

3. FCC Compliance

Radio frequency (“RF”) emissions from the proposed installation will not exceed the standards adopted by the Federal Communications Commission (“FCC”). Included in Attachment 7 is a Calculated Radio Frequency Exposure Report confirming that the existing T-

⁴ Limited views of the lower portions of the tower may occur through the dense mature trees during leaf-off conditions from some abutting parcels. SBA submits that these “seasonal” views, to the extent they exist, will not result in a significant adverse effect on these neighbors.

Mobile and AT&T antennas, together with the proposed Town of Avon public safety antennas and Cellco antennas, will operate well within the RF emissions limits (49.11%) established by the FCC.

4. FAA Summary Report

Included in Attachment 8 to this Petition is a Site-Specific Obstruction Evaluation Report dated August 23, 2022, verifying that an overall replacement tower of 150 feet AGL⁵ at the Property would not constitute an obstruction or hazard to air navigation, does not require FAA marking or lighting and does not require notification to the FAA.

In sum, the effect of the replacement tower on the environment would be minimal and limited, rather than significant. This stands in contrast to typical proposals for new towers that frequently must be located on properties with no other approved towers, or with no development at all. Thus, the proposed replacement tower would not present a substantial adverse environmental effect and is not a modification for which the General Assembly intended to require a Certificate under C.G.S. § 16-50k(a).

B. Notice to Municipal Officials, the Property Owner and Abutting Landowners

On November 9, 2022, a copy of this Petition was sent to Avon's Town Manager, Brandon Robertson; the Chair of Avon's Town Council, Dan Polhamus; and the Director of Planning and Community Development in Avon, Hiram Peck III. As mentioned above, the Property is owned by the Town of Avon. Because the Property is located within 2,500 feet of the Avon/Burlington town line, copies of this Petition were also sent to Burlington's First Selectman, Douglas Thompson, and Richard Miller, Chairman of the Burlington Planning and Zoning Commission. Included in Attachment 9 are copies of the letters sent to the above-

⁵ Structure height measured to the top of the proposed lightening rod.

referenced municipal officials. A copy of the Petition was also sent to owners whose land may be considered to abut the Property. A sample abutter's notice letter and the list of those abutting landowners who were sent notice of the filing of the Petition is included in Attachment 10.

V. Conclusion

Based on the information provided above, SBA respectfully requests that the Council issue a determination in the form of a declaratory ruling that the proposed facility modifications described above will not have a substantial adverse environmental effect and do not require the issuance of a Certificate of Environmental Compatibility and Public Need pursuant to § 16-50k of the General Statutes.

Respectfully submitted,

SBA COMMUNICATIONS
CORPORATION

By



Kenneth C. Baldwin, Esq.
Christopher Y. Eddy, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103-3597
(860) 275-8200
Its Attorneys

ATTACHMENT 1

Connecticut Siting Council (/CSC)

[CT.gov Home](#) (/) [Connecticut Siting Council](#) (/CSC) DO 297 D&O

DOCKET NO. 297 – Sprint Spectrum, L.P. application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications facility in Avon, Connecticut.

} Connecticut

} Siting

} Council

January 24, 2005

Decision and Order

Pursuant to the foregoing Findings of Fact and Opinion, the Connecticut Siting Council (Council) finds that the effects associated with the construction, operation, and maintenance of a telecommunications facility including effects on the natural environment; ecological integrity and balance; public health and safety; scenic, historic, and recreational values; forests and parks; air and water purity; and fish and wildlife are not disproportionate either alone or cumulatively with other effects when compared to need, are not in conflict with the policies of the State concerning such effects, and are not sufficient reason to deny the application and therefore directs that a Certificate of Environmental Compatibility and Public Need, as provided by General Statutes § 16-50k, be issued to Sprint Spectrum, L.P. for the construction, maintenance and operation of a wireless telecommunications facility at 277 Huckleberry Hill Road, Avon, Connecticut.

The facility shall be constructed, operated, and maintained substantially as specified in the Council's record in this matter, and subject to the following conditions:

1. The tower shall be designed as a laminated wood monopole and shall be constructed no taller than 100 feet above ground level to provide telecommunications services to both public and private entities. The location of the tower and equipment compound shall be adjusted to avoid cutting down an existing 33" dbh tree.
2. The Certificate Holder shall prepare a Development and Management (D&M) Plan for this site in compliance with Sections 16-50j-75 through 16-50j-77 of the Regulations of Connecticut State Agencies. The D&M Plan shall be served on all parties and intervenors, as listed in the service list, and submitted to and approved by the Council prior to the commencement of facility construction and shall include:
 - a. a final site plan(s) of site development to include specifications for the tower, tower foundation, flush-mounted antennas, equipment building, access road, utility line, and landscaping; and
 - b) construction plans for site clearing, water drainage, and erosion and sedimentation control consistent with the [2002 Connecticut Guidelines for Soil Erosion and Sediment Control](#), as amended.
3. The Certificate Holder shall, prior to the commencement of operation, provide the Council worst-case modeling of electromagnetic radio frequency power density of all proposed entities' antennas at the closest point of uncontrolled access to the tower base, consistent with Federal Communications Commission, Office of Engineering and Technology, Bulletin No. 65, August 1997. The Certificate Holder shall ensure a recalculated report of electromagnetic radio frequency power density is submitted to the Council in the event other carriers locate at this facility or if circumstances in operation cause a change in power density above the levels calculated and provided pursuant to this Decision and Order.
4. Upon the establishment of any new State or federal radio frequency standards applicable to frequencies of this facility, the facility granted herein shall be brought into compliance with such standards.

5.The Certificate Holder shall permit public or private entities to share space on the proposed tower for fair consideration, or shall provide any requesting entity with specific legal, technical, environmental, or economic reasons precluding such tower sharing.

6.The Certificate Holder shall provide reasonable space on the tower for no compensation for any municipal antennas, provided such antennas are compatible with the structural integrity of the tower.

7.If the facility does not initially provide wireless services within one year of completion of construction or ceases to provide wireless services for a period of one year, this Decision and Order shall be void, and the Certificate Holder shall dismantle the tower and remove all associated equipment or reapply for any continued or new use to the Council before any such use is made.

8.Any antenna that becomes obsolete and ceases to function shall be removed within 60 days after such antennas become obsolete and cease to function.

9.Unless otherwise approved by the Council, this Decision and Order shall be void if the facility authorized herein is not operational within one year of the effective date of this Decision and Order or within one year after all appeals to this Decision and Order have been resolved. Any request for extensions of the period shall be filed with the Council not later than sixty days prior to expiration date of the Certificate and shall be served on all parties and intervenors, as listed in the service list. Any proposed modifications to this Decision and Order shall likewise be so served.

10.In accordance with Section 16-50j-77 of the Regulations of Connecticut State Agencies, the Certificate Holder shall provide the Council with notice in writing two weeks prior to the commencement of construction activities at the approved site. In addition, the Certificate Holder shall provide the Council with written notice of the completion of construction.

Pursuant to General Statutes § 16-50p, we hereby direct that a copy of the Findings of Fact, Opinion, and Decision and Order be served on each person listed below, and notice of issuance shall be published in the Hartford Courant, Valley News, and the Farmington Valley Post.

By this Decision and Order, the Council disposes of the legal rights, duties, and privileges of each party named or admitted to the proceeding in accordance with Section 16-50j-17 of the Regulations of Connecticut State Agencies.

The parties and intervenors to this proceeding are:

Applicant

Sprint Spectrum, L.P.
d/b/a Sprint PCS

Its Representative

Thomas J. Regan, Esq.
Brown Rudnick Berlack Israels LLP
CityPlace I, 38th Floor
185 Asylum Street
Hartford, CT 06103-3402
(860) 509-6522
(860) 509-6501 – fax

ATTACHMENT 2

PROJECT SUMMARY

SITE NAME:	BURLINGTON-AVON LANDFILL
SITE I.D.:	CT46143A
SITE ADDRESS:	277 HUCKLEBERRY HILL ROAD AVON, CT 06001
JURISDICTION:	TOWN OF AVON
LAND USE:	TELECOMMUNICATIONS FACILITY
PROPERTY OWNER:	TOWN OF AVON 60 WEST MAIN STREET AVON, CT 06001
APPLICANT:	SBA COMMUNICATIONS CORPORATION 8051 CONGRESS AVENUE BOCA RATON, FL 33487 OFFICE: (561) 226-9332
PARCEL TAX ID:	2810277
ZONING DISTRICT:	R-40 (RESIDENTIAL)
1-A CERTIFICATION	
LATITUDE:	N 41° 47' 17.277882" (NAD '83)
LONGITUDE:	W 72° 55' 05.713930" (NAD '83)
GROUND ELEVATION:	528.8' ± AMSL (NAVD '88)
PROPOSED OCCUPANCY TYPE:	TELECOMMUNICATIONS FACILITY
CONSTRUCTION TYPE:	PROPOSED 130' MONOPOLE TOWER
DRIVING DIRECTIONS:	FROM BRADLEY INT. AIRPORT (BDL): TAKE THE CT-20 W EXIT TOWARD E GRANBY/GRANBY. SLIGHT LEFT ONTO CT-20 W/W GRANBY RD. TURN LEFT ONTO CT-219 S. TURN LEFT ONTO CASE ST. SLIGHT LEFT ONTO CT-179 S. TURN RIGHT ONTO BRIDGE ST. SLIGHT LEFT ONTO CENTER ST. CONTINUE ONTO HUCKLEBERRY HILL RD
GENERAL PROJECT DESCRIPTION:	REMOVAL/REPLACEMENT OF THE EXISTING 100' WOODEN TOWER, WITH THE INSTALLATION OF A PROPOSED 130' MONOPOLE TOWER AND CONCRETE FOUNDATION, WITHIN EXISTING FENCED COMPOUND AT HUCKLEBERRY HILL RD.

HANDICAPPED REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
HANDICAP ACCESS NOT REQUIRED.

PLUMBING REQUIREMENTS

FACILITY HAS NO PLUMBING.

CONSULTING TEAM

ARCHITECTURAL - ENGINEERING FIRM:
TOWER ENGINEERING PROFESSIONALS, INC.
326 TRYON ROAD, RALEIGH, NC 27603
CONTACT: SCOTT C. BRANTLEY, P.E.
PHONE: (919) 661-6351 FAX: (919) 661-6350

SURVEYING FIRM:
MILLMAN SURVEYING, INC.
4111 BRADLEY CIRCLE NW, SUITE 240
CANTON, OH 44718
PHONE: (800) 520-1010

APPLICANT/LESSEE CONTACTS:
SBA COMMUNICATIONS CORPORATION
ANDREA GASSNER - (561) 226-9207

POWER COMPANY:
EVERSOURCE ENERGY
(888) 544-4826

TELCO COMPANY:
FRONTIER COMMUNICATIONS
(800) 921-8101

ELECTRICAL ENGINEER:
TOWER ENGINEERING PROFESSIONALS, INC.
326 TRYON ROAD, RALEIGH, NC 27603
CONTACT: SCOTT C. BRANTLEY, P.E.
PHONE: (919) 661-6351 FAX: (919) 661-6350

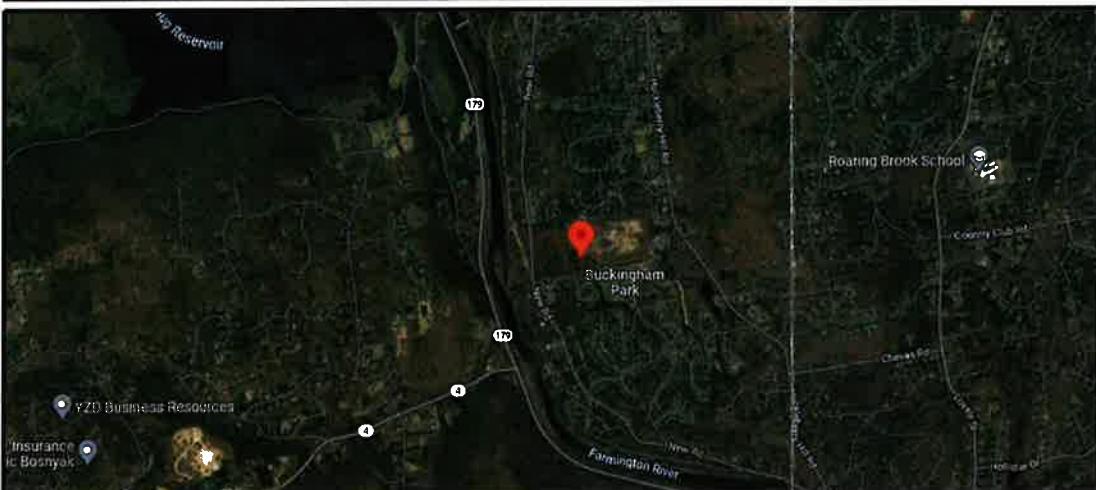
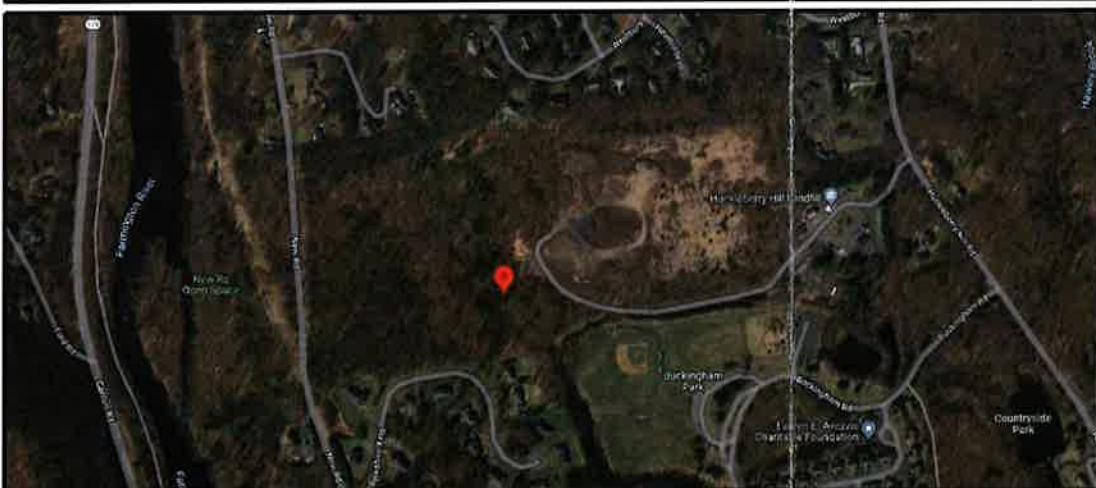
SITE NAME BURLINGTON-AVON LANDFILL

**SBA SITE I.D.
CT46143A**

ADDRESS
277 HUCKLEBERRY HILL ROAD
AVON, CT 06001
(HARTFORD COUNTY)

PROJECT TYPE
PROPOSED 130' MONOPOLE TOWER

LOCATION & VICINITY MAPS



SHEET INDEX

T-1	TITLE SHEET	7
C-1	SITE PLAN	6
C-2	EXISTING COMPOUND LAYOUT	7
C-2A	PROPOSED COMPOUND LAYOUT	7
C-3	PROPOSED TOWER ELEVATION	5
C-4	ICE BRIDGE DETAILS	1
N-1	GENERAL NOTES I	1
N-2	GENERAL NOTES II	1

APPLICANT/LESSEE:



8051 CONGRESS AVENUE
BOCA RATON, FL 33487-1307
OFFICE: (561) 226-9457

PROJECT INFORMATION:

SITE NAME:
BURLINGTON-AVON LANDFILL
SITE ID: CT46143A
277 HUCKLEBERRY HILL ROAD
AVON, CT 06001
(HARTFORD COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:

ZONING
DO NOT USE FOR
CONSTRUCTION

APPROVALS

LANDLORD	DATE
PROPERTY	DATE
CONSTRUCTION	DATE
RSM	DATE
TENANT	DATE
ZONING	DATE



CONNECTICUT 811
CALL BEFORE
YOU DIG
DIAL 811 OR
1 (800) 922-4455

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER/SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

SHEET TITLE:

TITLE SHEET

SHEET NUMBER: REVISION:

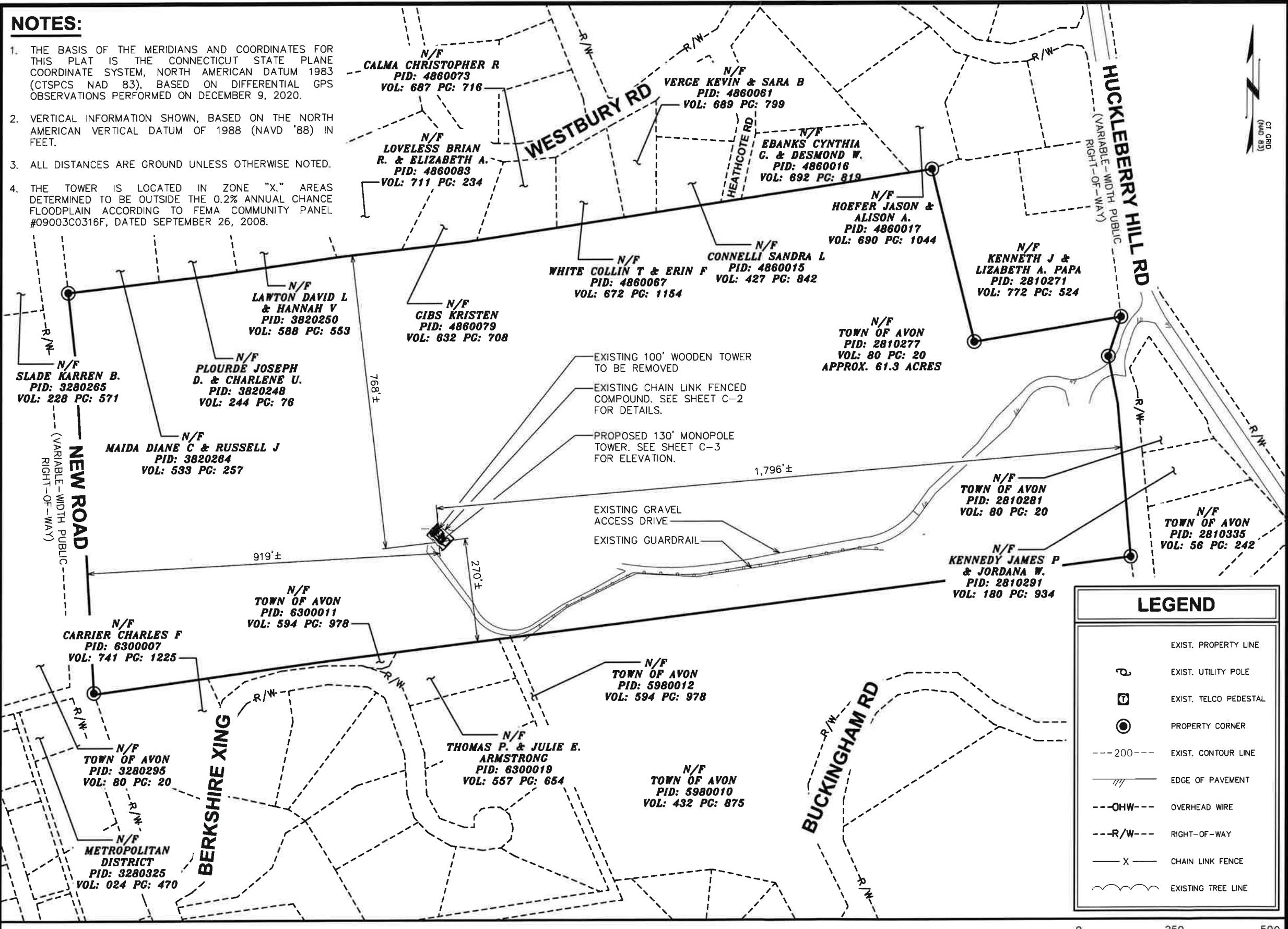
T-1

7

TEP #: 265 | 44.73 | 255

NOTES:

1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE CONNECTICUT STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (CTSPCS NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON DECEMBER 9, 2020.
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #09003C0316F, DATED SEPTEMBER 26, 2008.



APPLICANT/LESSEE:

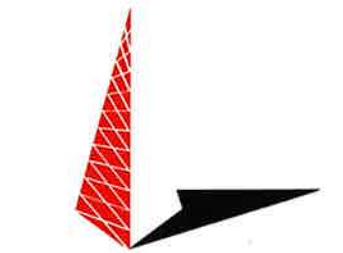


8051 CONGRESS AVENUE
BOCA RATON, FL 33487-1307
OFFICE: (561) 226-9457

PROJECT INFORMATION:

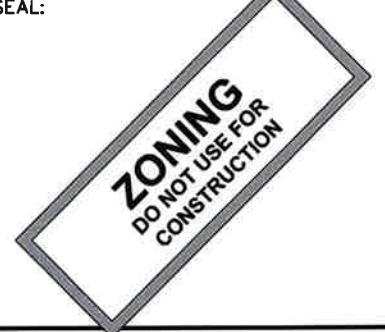
SITE NAME:
BURLINGTON-AVON LANDFILL
SITE ID: CT46143A
277 HUCKLEBERRY HILL ROAD
AVON, CT 06001
(HARTFORD COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
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RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:



6	11-07-22	ZONING DRAWINGS
5	10-31-22	ZONING DRAWINGS
4	10-25-22	ZONING DRAWINGS
3	09-27-22	ZONING DRAWINGS

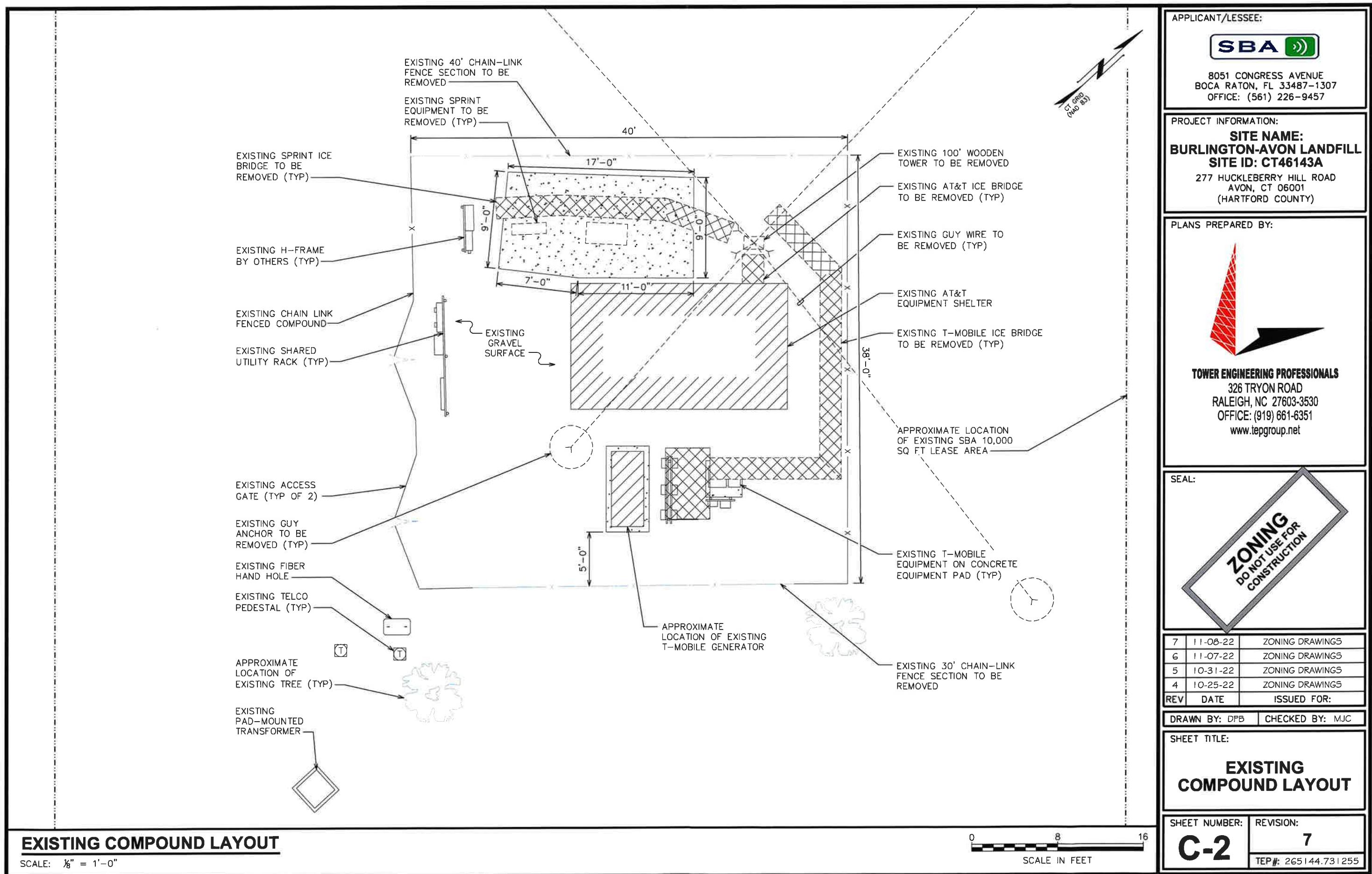
REV DATE ISSUED FOR:

DRAWN BY: DPB CHECKED BY: MJC

SHEET TITLE:

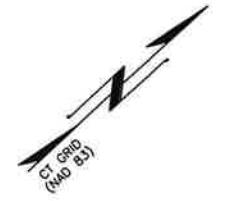
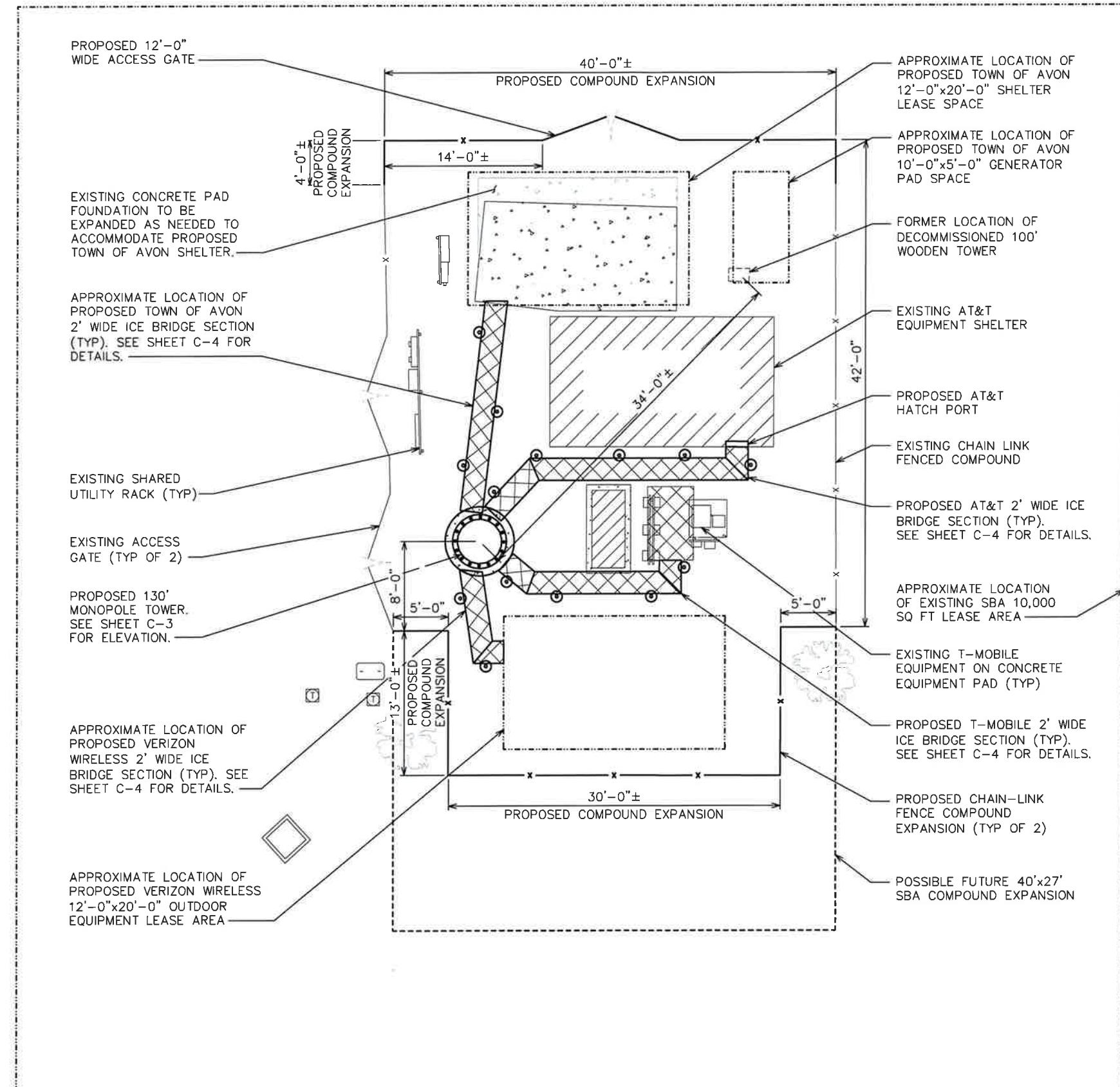
SITE PLAN

SHEET NUMBER: C-1 REVISION: 6
TEP #: 265144.731255



NOTE:

PROPOSED LESSEE ICE BRIDGE LOCATIONS SUBJECT TO CHANGE. CONTRACTOR TO VERIFY LOCATIONS PRIOR TO CONSTRUCTION.



APPLICANT/LESSEE:

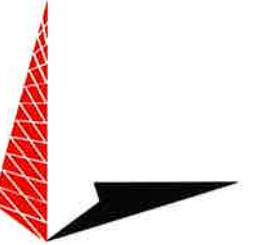
SBA

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RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
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SEAL:



7	11-08-22	ZONING DRAWINGS
6	11-07-22	ZONING DRAWINGS
5	10-31-22	ZONING DRAWINGS
4	10-25-22	ZONING DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: DPB CHECKED BY: MJC

SHEET TITLE:

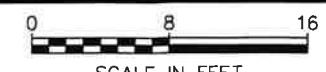
PROPOSED COMPOUND LAYOUT

SHEET NUMBER: C-2A

7

TEP #: 265144.731255

PROPOSED COMPOUND LAYOUT

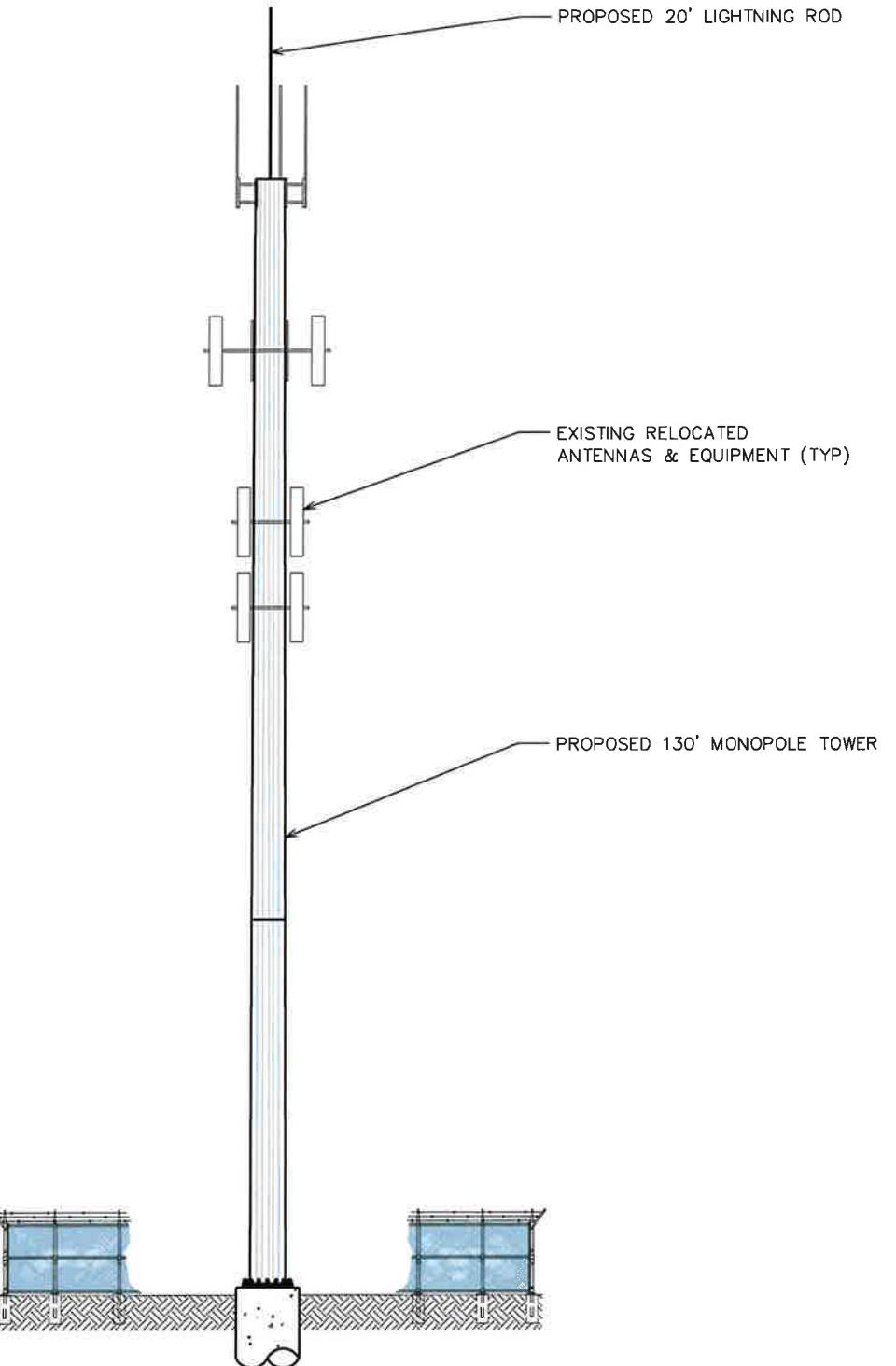
SCALE: $\frac{1}{32}$ = 1'-0"

SCALE IN FEET

NOTES:

1. PROPOSED CABLES TO BE RUN PER SPECIFICATIONS OF PASSING STRUCTURAL ANALYSIS.
2. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
3. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN & LOADING WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.

150'-0"± T/ LIGHTNING ROD
 142'-0"± T/ TOWN OMNI ANTENNAS
 134'-0"± C/ TOWN OMNI ANTENNAS
 130'-0"± T/ TOWER
 110'-0"± C/ VERIZON ANTENNAS
 90'-0"± C/ AT&T ANTENNAS
 80'-0"± C/ T-MOBILE ANTENNAS
 0'-0" (REF.) T/ GRADE

**PROPOSED TOWER ELEVATION**

SCALE: 1" = 20'-0"

0 20 40
SCALE IN FEET

APPLICANT/LESSEE:		
SBA 8051 CONGRESS AVENUE BOCA RATON, FL 33487-1307 OFFICE: (561) 226-9457		
PROJECT INFORMATION:		
SITE NAME: BURLINGTON-AVON LANDFILL SITE ID: CT46143A 277 HUCKLEBERRY HILL ROAD AVON, CT 06001 (HARTFORD COUNTY)		
PLANS PREPARED BY:		
 TOWER ENGINEERING PROFESSIONALS 326 TRYON ROAD RALEIGH, NC 27603-3530 OFFICE: (919) 661-6351 www.tepgroup.net		
SEAL:		
5	10-31-22	ZONING DRAWINGS
4	10-25-22	ZONING DRAWINGS
3	09-27-22	ZONING DRAWINGS
2	09-20-22	ZONING DRAWINGS
REV	DATE	ISSUED FOR:
DRAWN BY: DPB CHECKED BY: MJC		
SHEET TITLE:		
PROPOSED TOWER ELEVATION		
SHEET NUMBER:		REVISION:
C-3		5
TEP #: 265144.731255		

APPLICANT/LESSEE:

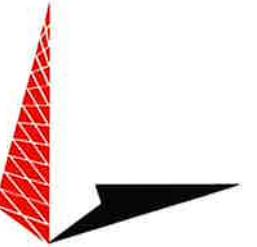


8051 CONGRESS AVENUE
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PLANS PREPARED BY:



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326 TRYON ROAD
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O	08-17-22	ZONING DRAWINGS
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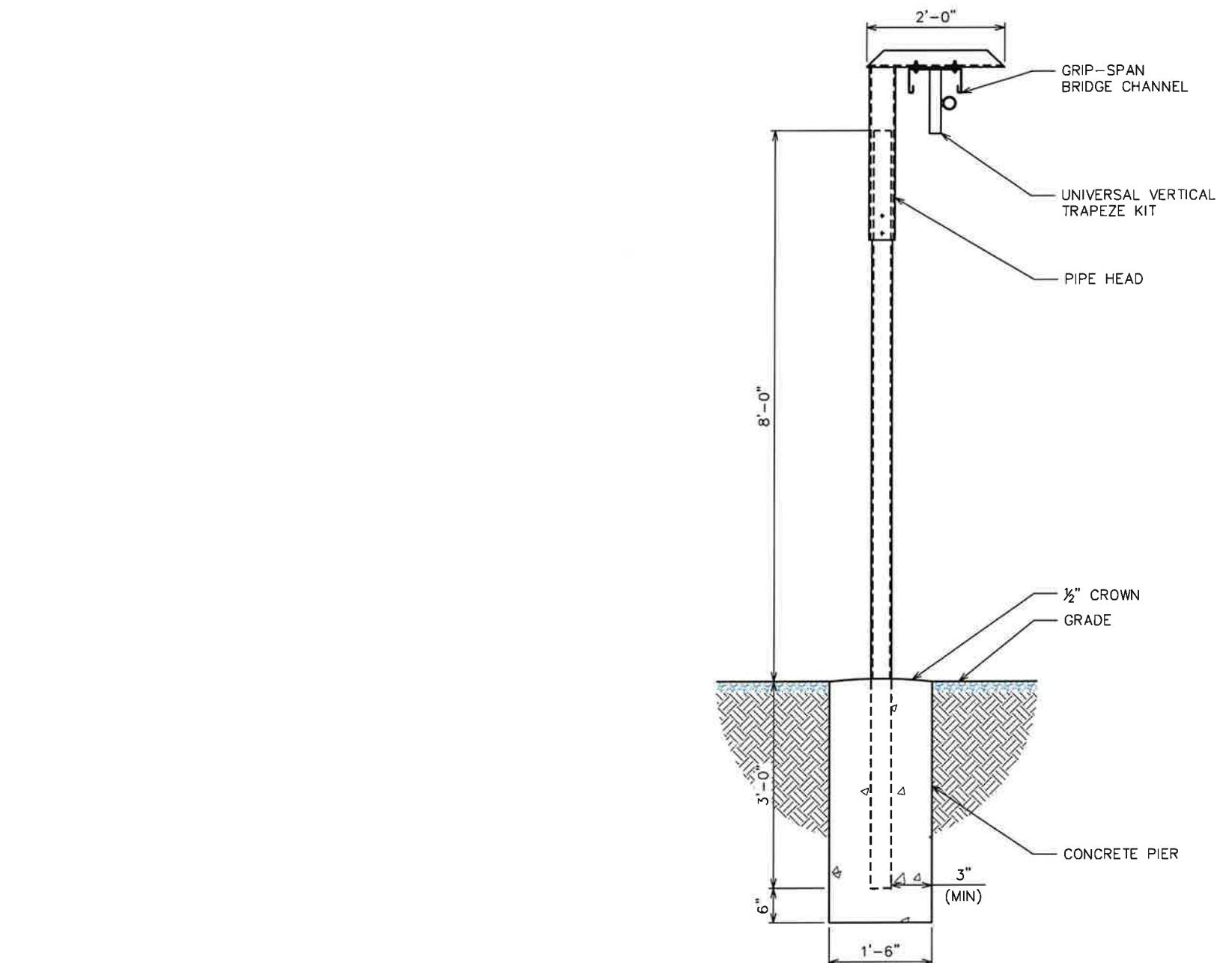
DRAWN BY: DPB CHECKED BY: MJC

SHEET TITLE:

ICE BRIDGE DETAILS

SHEET NUMBER: C-4 REVISION: 1

TEP #: 265144.731255



0 2 4
SCALE IN FEET

ICE BRIDGE DETAIL

SCALE: $\frac{1}{2}'' = 1'-0''$

GENERAL NOTES:

- ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED SBA COMMUNICATIONS OR IT'S DESIGNATED REPRESENTATIVE.
- ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF CONNECTICUT.
- WORK SHALL BE COMPLETED IN ACCORDANCE WITH ANSI/TIA-222-H STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND THE 2018 INTERNATIONAL BUILDING CODE.
- UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
- ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
- ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
- ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, PROVINCIAL, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
- ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE SBA PROJECT MANAGER.
- BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
- THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOF-ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
- THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
- ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
- ALL BUILDING/TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
- ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED, AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
- TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH GLOBALIVE SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO GLOBALIVE PRIOR TO THE START OF THE WORK ON THE PROJECT.

- THESE DOCUMENTS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY, SAFETY, CARE OF ADJACENT PROPERTIES, AND COMPLIANCE WITH PROVINCIAL AND FEDERAL REGULATIONS REGARDING SAFETY, SHALL BE THE CONTRACTOR'S RESPONSIBILITY, AND THIS, PER THE INTERNATIONAL CODE - REGULATORS RESPECTING OCCUPATIONAL SAFETY & HEALTH THE SUCCESSFUL CONTRACTOR WILL SUBMIT HIS SAFETY MANUAL AT THE PROJECT SITE.
- THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
- THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
- COSTS FOR BUILDING PERMITS, LANDFILL TAXES, USE TAXES, SALES TAXES AND OTHER CHARGES RELATIVE TO CONSTRUCTION OF THIS PROJECT SHALL BE INCLUDED IN THE CONTRACT PRICE.
- THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE SBA PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
- THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF HOLDBACK.
- AWARDED CONTRACTOR WILL BE REQUIRED TO SIGN AND RETURN A COPY OF AN AWARD LETTER FOR SBA'S FILE.
- CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN JURISDICTION AT TIME OF BID AWARD.
- CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION STARTING AND WILL PROVIDE UPDATE/CHANGES (WITH EXPLANATIONS) TO THAT SCHEDULE WHEN/IF ITEMS ARE DELAYED OR PUSHED OUT.
- CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SBA PROJECT MANAGERS WITH PHOTOS OF THE MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.
- CONTRACTOR WILL BE RESPONSIBLE TO ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION BEFORE PROJECT COMPLETION. (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY, ETC...)
- CONTRACTOR SHOULD BE PREPARED FOR RANDOM SBA SAFETY INSPECTIONS AT ALL TIMES.
- CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER OKLAHOMA STANDARDS AT ALL TIMES.
- CONTRACTOR WILL BE REQUIRED TO OBTAIN THE NECESSARY ELECTRICAL PERMITS AND INSPECTIONS AS REQUIRED BY JURISDICTION.
- CONTRACTOR IS EXPECTED TO CLOSE-OUT THE JOB SITE AS QUICKLY AS POSSIBLE (OBTAINING A CERTIFICATE OF OCCUPANCY AS REQUIRED BY LOCAL MUNICIPALITY AND GETTING SBA'S REGIONAL SITE MANAGER'S SIGN-OFF/CHECKLIST APPROVAL ON THE SITE).
- CONTRACTOR WILL PROVIDE A COMPLETED TOWER HEIGHT VERIFICATION FORM AND TAPE DROP WITHIN 24 HOURS OF REACHING OVERALL HEIGHT.
- CONTRACTOR WILL UTILIZE ALL OF THE SBA PROVIDED DOCUMENTATION INCLUDING BUT NOT LIMITED TO: TOWER CONSTRUCTION ACCEPTANCE CHECKLIST, CONSTRUCTION SCHEDULE, CONSTRUCTION CLOSE-OUT LIST & TOWER HEIGHT VERIFICATION.
- CONTRACTOR IS RESPONSIBLE FOR CONCRETE COMPRESSION TESTING.
- CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING AND PROVIDING PROOF OF RESULT.
- WHEN REQUESTED, PROVIDE 3 COPIES OF FABRICATION AND ERECTION DRAWINGS PRIOR TO FABRICATION. ALLOW UP TO 1 WEEK FOR REVIEW BY CONSULTANT.
- IN ADDITION TO CONTRACTOR'S QUALITY CONTROL PROGRAM, INDEPENDENT TESTING AND INSPECTION MAY BE PERFORMED BY OWNER OR OWNER'S REPRESENTATIVE.
- SUBMIT RED-LINES COPY OF CONSTRUCTION DRAWINGS UPON COMPLETION OF CONSTRUCTION HIGHLIGHTING CHANGES IN THE STAMPED AND SIGNED AS-BUILT CONDITION FROM SHOWN ON THE DRAWINGS.
- CONTRACTOR WILL BE RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEO TECHNOLOGICAL REPORT PROVIDED BY OWNER.

CONCRETE:

- ALL CONCRETE AND CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE 2018 INTERNATIONAL BUILDING CODE.
- THE CONTRACTOR SHALL TAKE SAMPLES OF THE CONCRETE Poured UNDER THE CONDITIONS OUTLINED IN THE 2018 INTERNATIONAL BUILDING CODE.
- ANY FAILURE OF A CONCRETE TEST CYLINDER TO MEET THE SPECIFIED STRENGTH REQUIREMENTS MUST BE REPORTED TO THE DESIGN ENGINEER IMMEDIATELY. CORRECTIVE ACTION MUST BE APPROVED BY THE ENGINEER AND ALL RELATED COSTS SHALL BE AT THE CONTRACTOR'S EXPENSE.

APPLICANT/LESSEE:



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**GENERAL
NOTES I**

SHEET NUMBER:	REVISION:
N-1	1

TEP #: 265144.731255

CONCRETE (CONTINUED):

4. THE MINIMUM 28-DAY COMPRESSIVE STRENGTH OF THE CONCRETE SHALL BE A MINIMUM OF 30 MPa, EXCEPT AS NOTED OR DIRECTED IN THE SOIL REPORT. THE CONCRETE, WHEN POURED, SHALL CONTAIN 7% AIR ENTRAINMENT WITH AN ALLOWABLE VARIATION OF +2%.
5. CONTRACTOR MUST TAKE SLUMP TEST AT LEAST ONCE FROM EACH TRANSIT MIXER AFTER A MINIMUM OF 5% CONCRETE LOAD HAD BEEN DISCHARGED. SLUMP, UNLESS NOTED OTHERWISE ON THE DRAWINGS, SHALL BE 75 MM.
6. MIXED CONCRETE ON SITE (REMOTE AREAS) WITH THE CORRECT PROPORTION OF CEMENT, SAND, GRAVEL, AND AIR-ENTRAINING AGENT ALREADY ADDED, THE DRY PREMIX IS TO BE MIXED IN A CONCRETE BATCHER IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. BEFORE POURING CONCRETE, THE TRANSPORTING EQUIPMENT AND FORMS SHALL BE CLEANED AND ALL DEBRIS AND ICE SHALL BE REMOVED FROM PLACES TO BE OCCUPIED BY THE CONCRETE. ANY WATER THAT HAS ACCUMULATED IN THE FORMS SHALL BE REMOVED.
8. ALL CONCRETE SHALL BE VIBRATED AND WORKED AROUND THE REINFORCEMENTS, EMBEDDED FIXTURES AND INTO THE CORNERS OF THE FORMS. ANY EXCESS WATER THAT ACCUMULATES WHILE THE CONCRETE IS BEING POURED SHALL BE REMOVED.
9. THE DESIGN ENGINEER SHALL RECEIVE A MINIMUM OF 24 HOURS NOTICE OF EVERY POUR.
10. THE CONCRETE IN FOUNDATIONS MUST BE POURED IN CONTINUOUS POURS BETWEEN CONSTRUCTION JOINTS. NO CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON SITE SPECIFIC DRAWINGS WILL BE PERMITTED. THE CONTRACTOR SHALL PROVIDE EFFICIENT EQUIPMENT TO COMPLETE THE POURING OF EACH SECTION IN ONE CONTINUOUS POUR.
11. ALL FRAMEWORK SHALL BE BUILT IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE SHALL BE THOROUGHLY BRACED AND PLUMBED SO THAT THE FINISHED CONCRETE WILL CONFORM TO THE SHAPES, LINES, GRADES, AND DIMENSIONS INDICATED ON THE SITE DRAWINGS.
12. FORMS AND SHORING SHALL NOT BE REMOVED UNTIL THE CONCRETE IS ADEQUATELY SET, THEIR REMOVAL SHALL BE DONE IN SUCH A MANNER AS TO ENSURE THE COMPLETE SAFETY OF THE STRUCTURE.
13. FORMS WHICH SUPPORT THE WEIGHT OF THE CONCRETE, OR OF SUPERIMPOSED LOADS, SHALL NOT BE REMOVED UNTIL THE CONCRETE IS STRONG ENOUGH TO CARRY ITS OWN WEIGHT, AND SUCH SUPERIMPOSED LOADS AS MAY BE PLACED UPON IT.
14. THE CONCRETE SHALL BE MAINTAINED IN A MOIST CONDITION FOR AT LEAST 5 DAYS AFTER IT HAS BEEN POURED.
15. ALL SURFACES WHICH ARE NOT PROTECTED BY FORMS OR A SEALED WATERPROOF COATING SHALL BE KEPT MOIST BY CONTINUOUS SPRINKLING, OR OTHER MEANS SUCH AS COVERING WITH MOIST SAND, SAWDUST, OR BURLAP.
16. WHERE NECESSARY, THE CONCRETE SHALL BE PROTECTED AGAINST THE WEATHER BY A FRAMED HOUSING, TARPAULINS, OR OTHER SUITABLE COVERING.

REINFORCING STEEL (REBAR):

1. REINFORCING STEEL SHALL MEET CODE AND BE PLACED ACCORDING TO THE APPLICABLE DRAWINGS. THE MINIMUM THICKNESS OF CONCRETE OVER THE STEEL SHALL BE AT LEAST 3".
2. ALL REINFORCEMENTS THAT ARE REQUIRED FOR A DAY'S POUR ON CONCRETE SHALL BE SECURELY FIXED IN PLACE IN SUFFICIENT TIME TO PERMIT INSPECTION BEFORE CONCRETING BEGINS.
3. THE DESIGN ENGINEER SHALL BE GIVEN 24 HOURS NOTICE BEFORE THE CONCRETE IS TO BE POURED. FAILURE TO COMPLY MAY NECESSITATE, BUT NOT BE LIMITED TO, THE REMOVAL OF THE POURED CONCRETE AT THE CONTRACTOR'S EXPENSE.

GROUTING:

1. WHERE GROUT IS INDICATED ON THE DRAWINGS UNDER STRUCTURAL BASE PLATES, THIS SHALL BE A NON-SHRINK, NON-FERROUS TYPE. METHODS OF MIXING AND PLACING MUST BE IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

COLD WEATHER CONCRETING:

1. THE CONTRACTOR SHALL PROVIDE AND HAVE ON THE SITE READY FOR USE, ADEQUATE EQUIPMENT FOR HEATING CONCRETE MATERIALS AND PROTECTING FRESH CONCRETE DURING FREEZING OR NEAR FREEZING WEATHER CONDITIONS, ACCORDING TO THE INTERNATIONAL BUILDING CODE, 2012 EDITION.
2. ALL CONCRETE MATERIALS, REBAR, FORMS, FILLERS, AND THE EARTH WITH WHICH THE CONCRETE IS TO COME INTO CONTACT WITH, SHALL BE FREE FROM FROST AND ICE.
3. WHENEVER THE SURROUNDING TEMPERATURE IS BELOW 39°F, ALL CONCRETE POURED IN THE FORMS SHALL HAVE A TEMPERATURE OF 68°F FOR 4 DAYS.
4. THE HOUSING, COVERING, OR OTHER PROTECTION USED FOR THE CURING SHALL REMAIN IN PLACE AND INTACT FOR AT LEAST 24 HOURS AFTER THE ARTIFICIAL HEATING IS DISCONTINUED.

5. SALT, CALCIUM CHLORIDE, OR OTHER CHEMICALS SHALL NOT BE USED IN THE CONCRETE MIX TO PREVENT THE WATER CONTENT FROM FREEZING.

UTILITIES:

1. CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER LINES, GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATELY CORRECT. CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR VERIFYING LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES (INCLUDING TEST PITS BY HAND IF NECESSARY) IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF THERE APPEARS TO BE A CONFLICT.
2. CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH APPROPRIATE UTILITY OWNERS AND CONSTRUCTION MANAGER.
3. DAMAGE BY THE CONTRACTOR TO UTILITIES OR PROPERTY OF OTHERS, INCLUDING EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT. FOR GRASSES AREAS, SEED AND MULCH SHALL BE ACCEPTABLE.
4. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.
5. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF NEW UNDERGROUND TELEPHONE SERVICE WITH THE TELEPHONE UTILITY AND THE OWNER'S REQUIREMENTS.
6. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORY PRIOR TO COMMENCING ANY PAVING OPERATIONS WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT.

GRADING:

1. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC...) ALL MATERIAL NOT SUITABLE FOR SUB GRADE IN ITS PRESENT STATE. IF THE MATERIAL, AFTER REWORKING, REMAINS UNSUITABLE THEN THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL AT HIS EXPENSE. ALL SUB GRADES SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
2. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTABLE BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.

GROUNDING:

1. CONTRACTOR SHALL VERIFY THAT GROUNDING ELECTRODES SHALL BE CONNECTED IN A RING USING #2 SOLID TINNED COPPER WIRE. THE TOP OF THE GROUND RODS AND THE RING CONDUCTOR SHALL BE 2 FEET BELOW FINISHED GRADE. GROUNDING ELECTRODES SHALL BE DRIVEN ON 10'-0" CENTERS (15'-0" MAXIMUM; PROVIDE AND INSTALL AS REQUIRED PER TYPICAL GROUNDING PLAN ON THIS SET).
2. BONDING OF THE GROUNDING CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER CSA.
3. GROUND RING CONNECTION CONDUCTORS SHALL BE OF EQUAL LENGTH, MATERIAL, AND BONDING TECHNIQUE.
4. CONTRACTOR SHALL ENSURE GROUND RING IS WITHIN 12 TO 36 INCHES OF THE EQUIPMENT PAD. PROVIDE AND INSTALL GROUNDING CONNECTIONS SHOWN IN DETAILS AS NEEDED PER EXISTING SITE GROUNDING SYSTEM. CONTRACTOR SHALL VERIFY ALL EXISTING SITE GROUNDING CONDITIONS BEFORE STARTING WORK OR PURCHASING EQUIPMENT.
5. BOND CIGBE TO EXTERNAL GROUND RING WITH 2 RUNS OF #2 SOLID TINNED COPPER CONDUCTOR IN PVC. CONNECT BAR END WITH 2 HOLE LUG, AND "CADWELD" THE OTHER END TO THE EXTERNAL GROUND ROD.
6. THE PREFERRED LOCATION FOR COAX GROUNDING IS AT THE BASE OF THE TOWER PRIOR TO THE COAX BEND. BONDING IS SHOWN ON THE ICE BRIDGE DUE TO DIFFICULTY WITH WELDING OR ATTACHING TO TOWER LEGS. CONTRACTOR SHALL ADVISE CONSTRUCTION MANAGER PRIOR TO PLACING CIGBE ON ICE BRIDGE IF MOUNTING TO TOWER LEG IS POSSIBLE.
7. CONTRACTOR SHALL VERIFY EXISTING GROUNDING BOND TO THE FENCE POST OR EXTERNAL GROUND RING IN AT (2) PLACES. PROVIDE AND INSTALL GROUNDING CONNECTIONS AS REQUIRED TO MEET THESE CONDITIONS.

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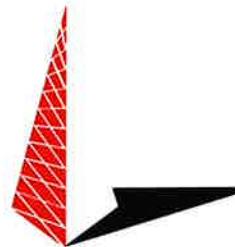


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I	08-29-22	ZONING DRAWINGS
O	08-17-22	ZONING DRAWINGS
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DRAWN BY:	DPB	CHECKED BY: MJC

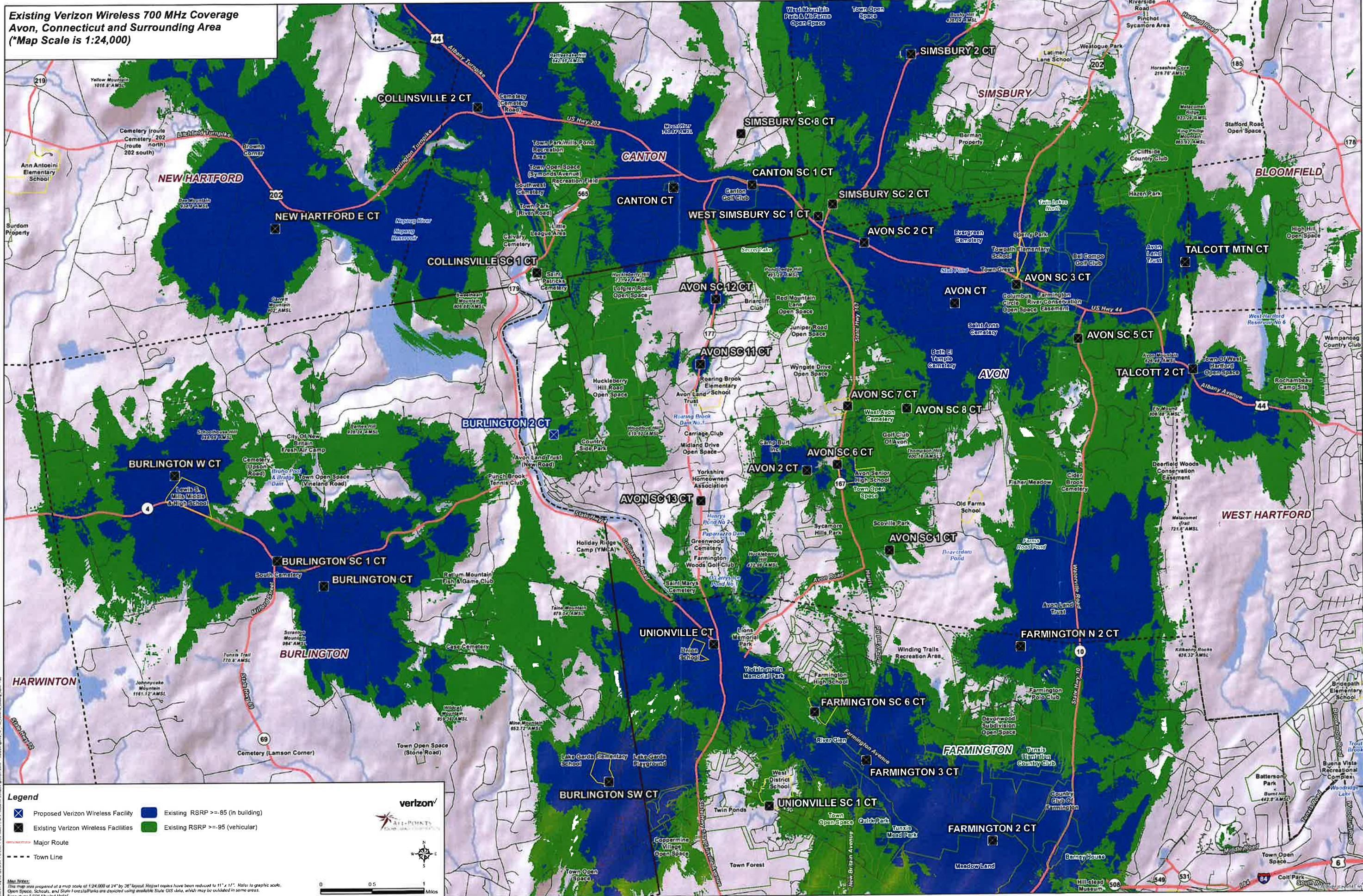
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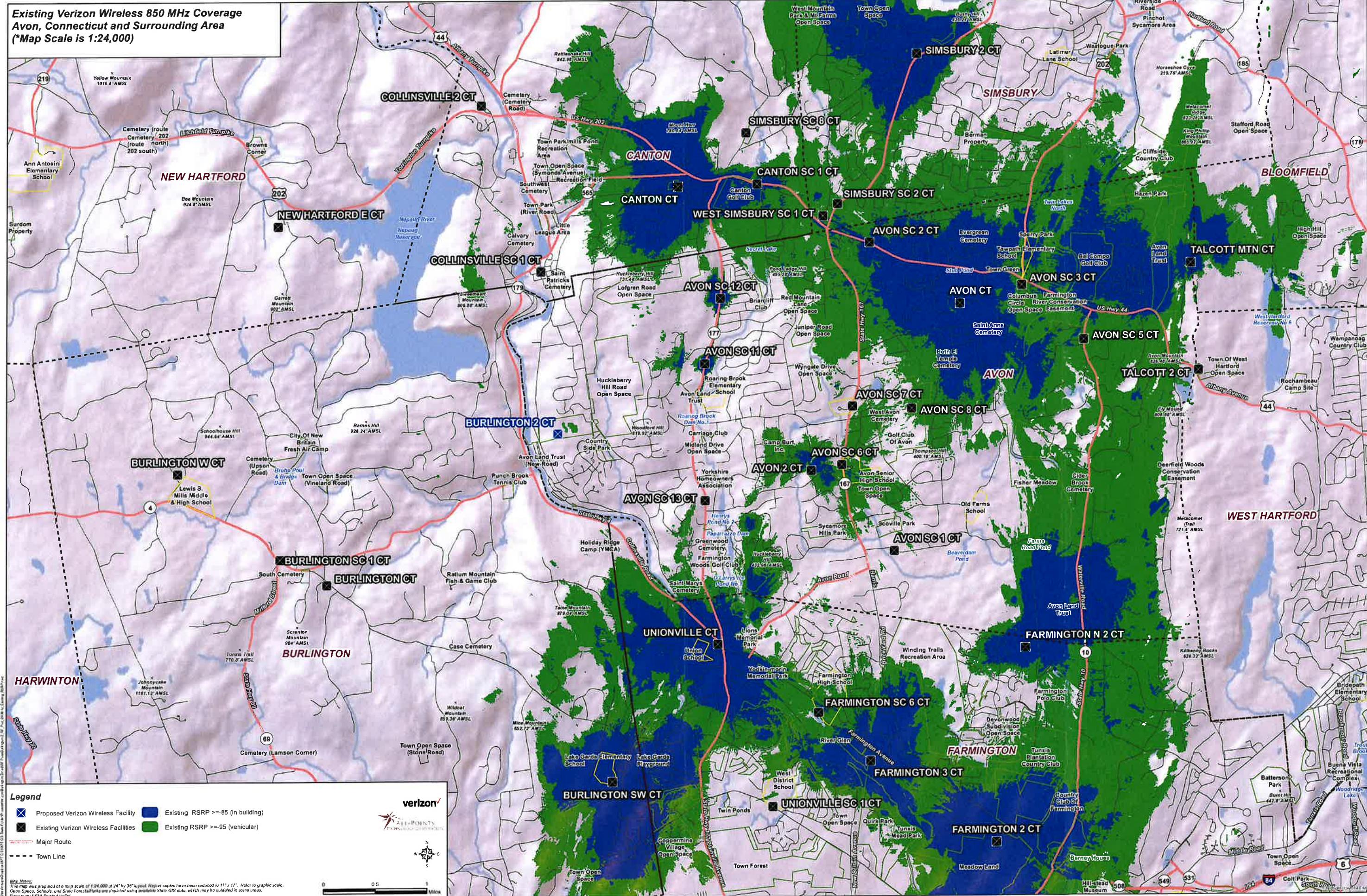
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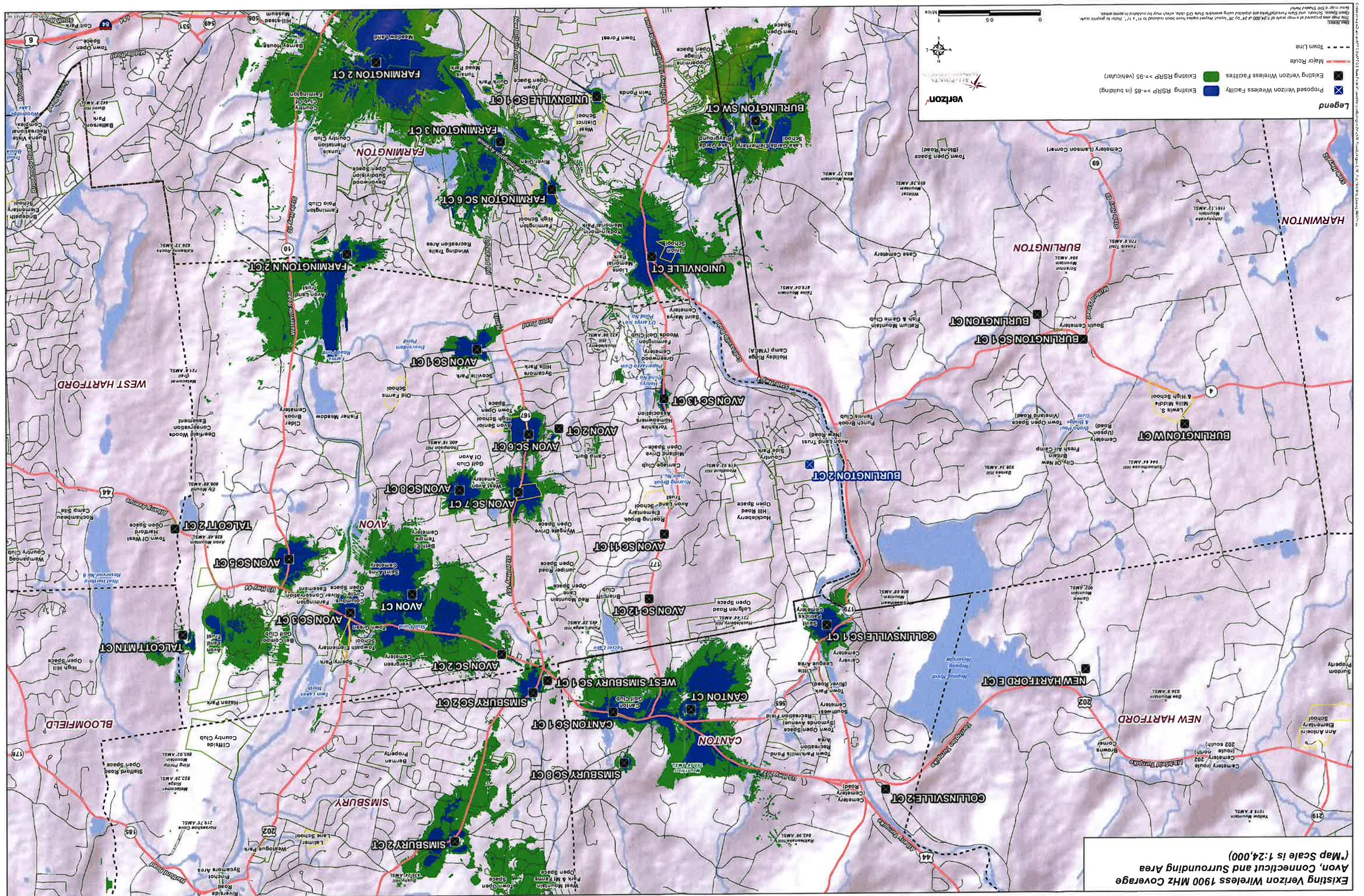
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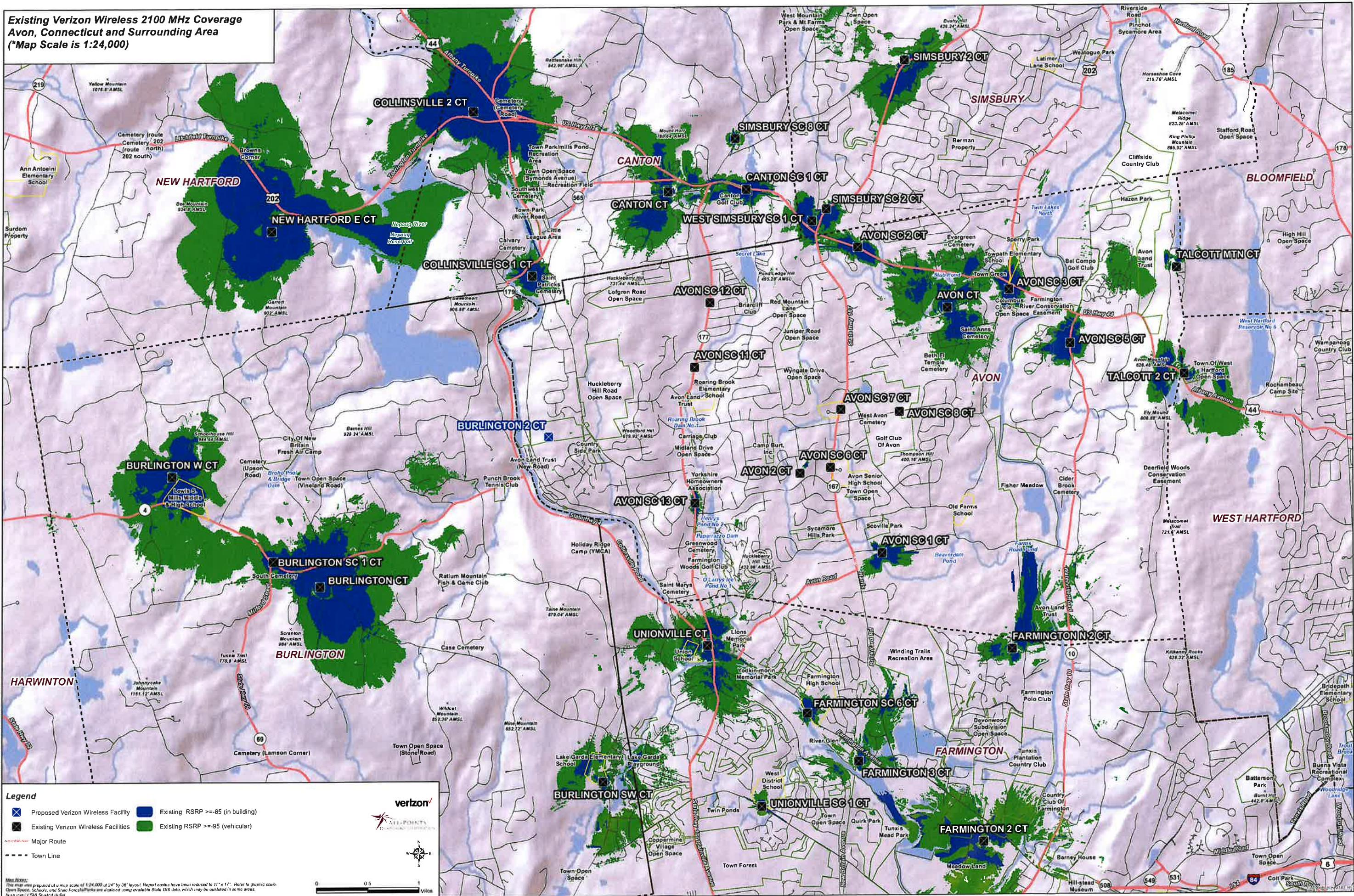
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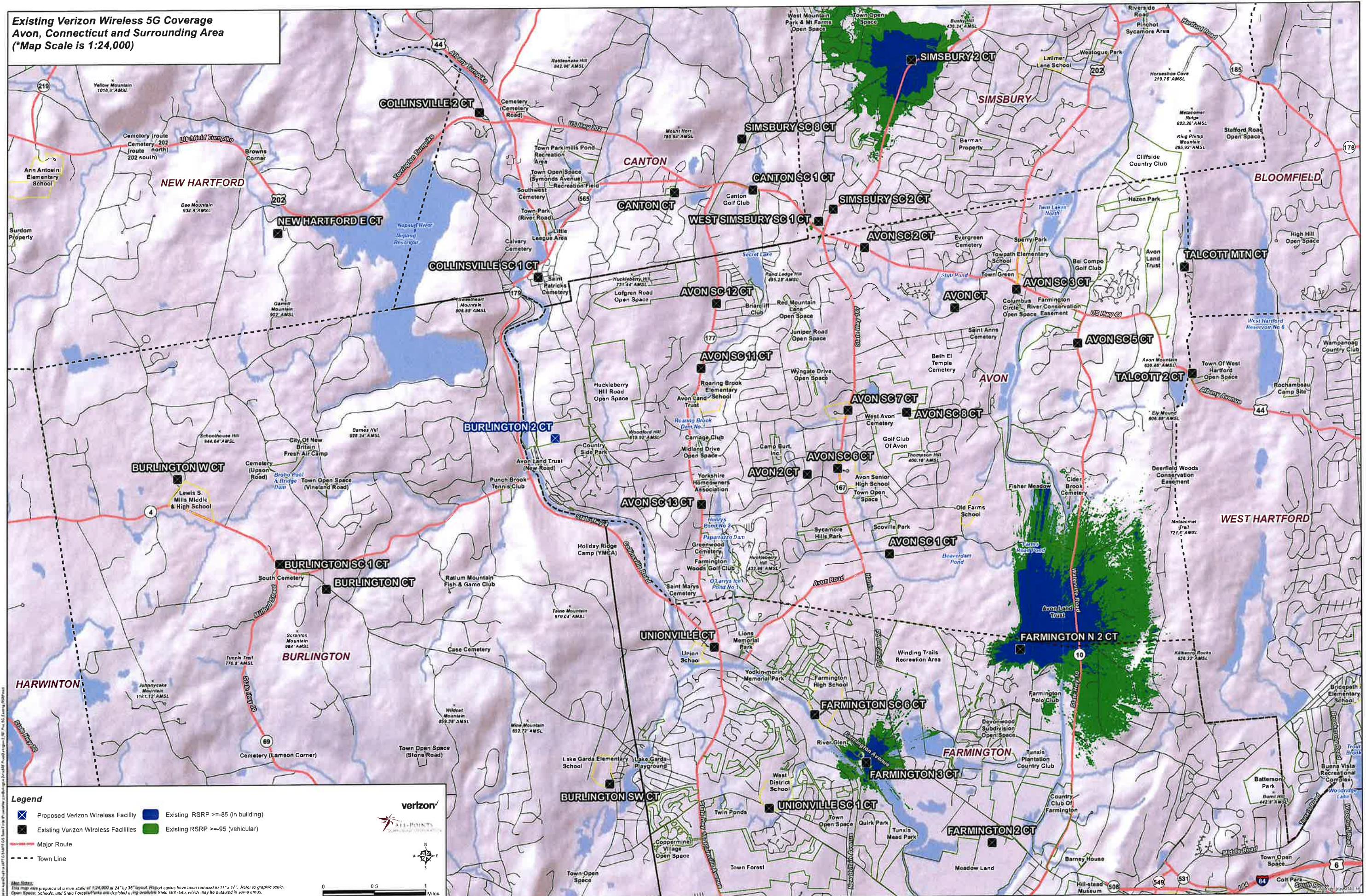




**Existing Verizon Wireless 2100 MHz Coverage
Avon, Connecticut and Surrounding Area
(*Map Scale is 1:24,000)**

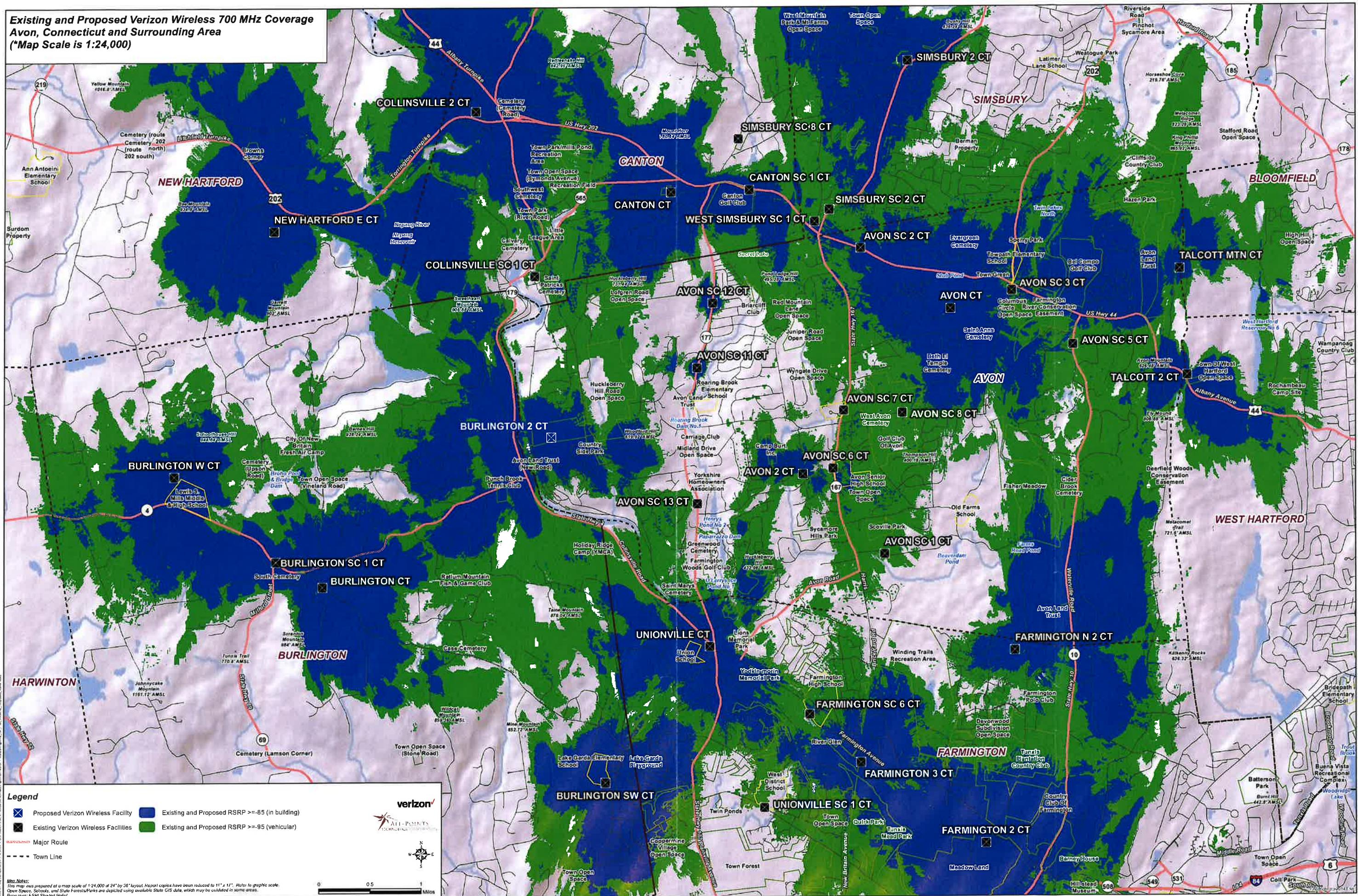


**Existing Verizon Wireless 5G Coverage
Avon, Connecticut and Surrounding Area
(*Map Scale is 1:24,000)**

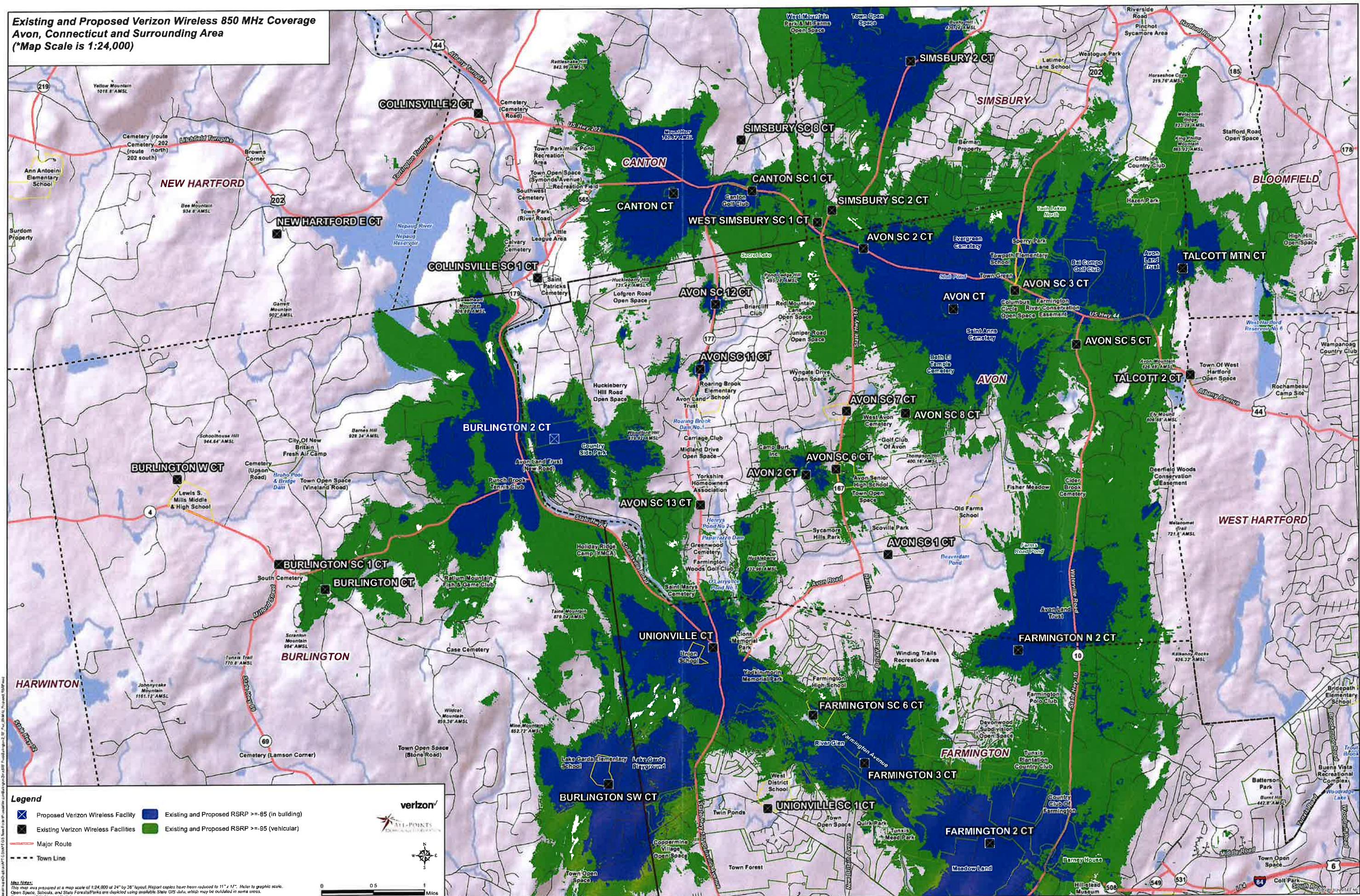


ATTACHMENT 4

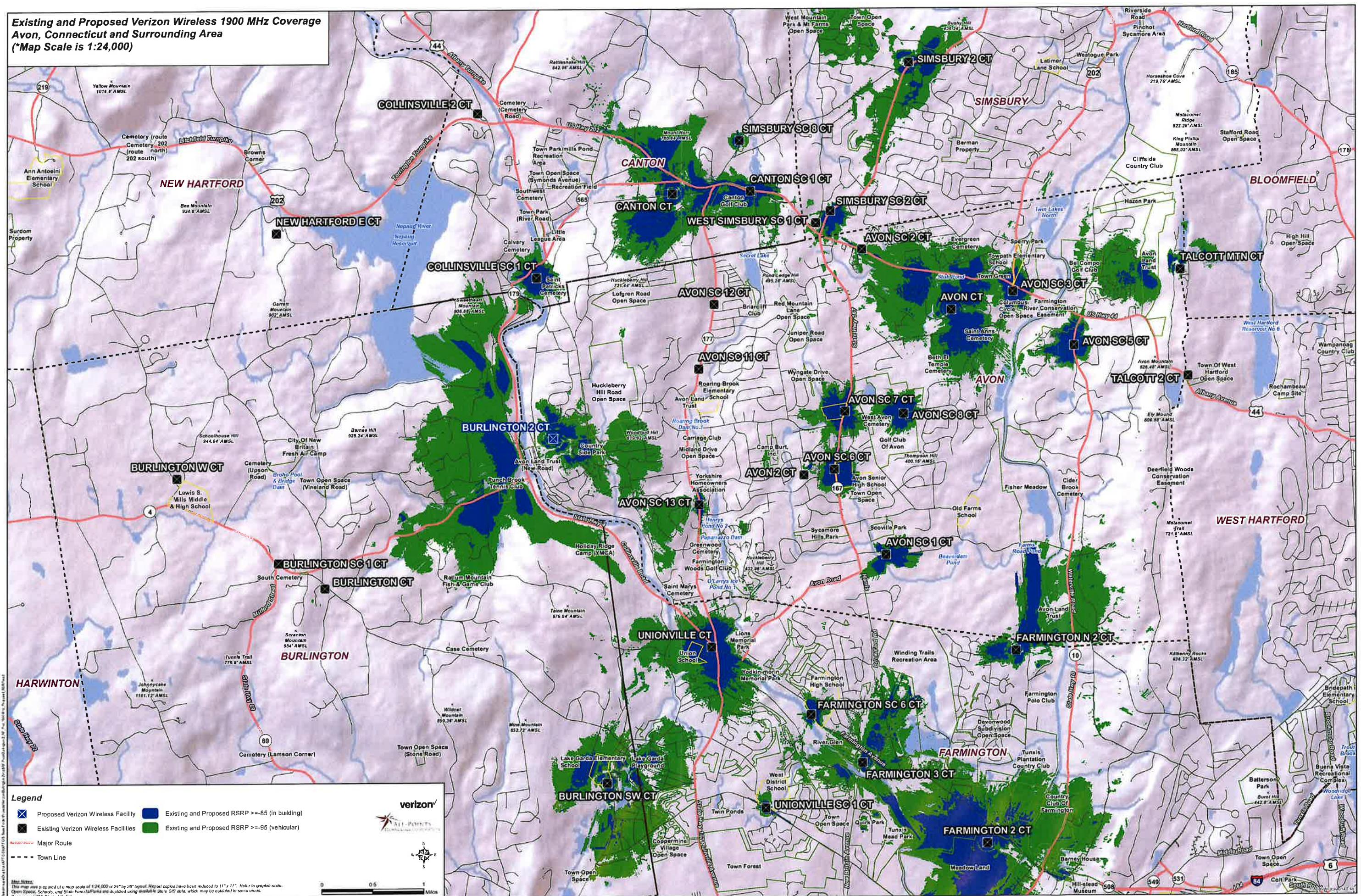
**Existing and Proposed Verizon Wireless 700 MHz Coverage
Avon, Connecticut and Surrounding Area
(*Map Scale is 1:24,000)**



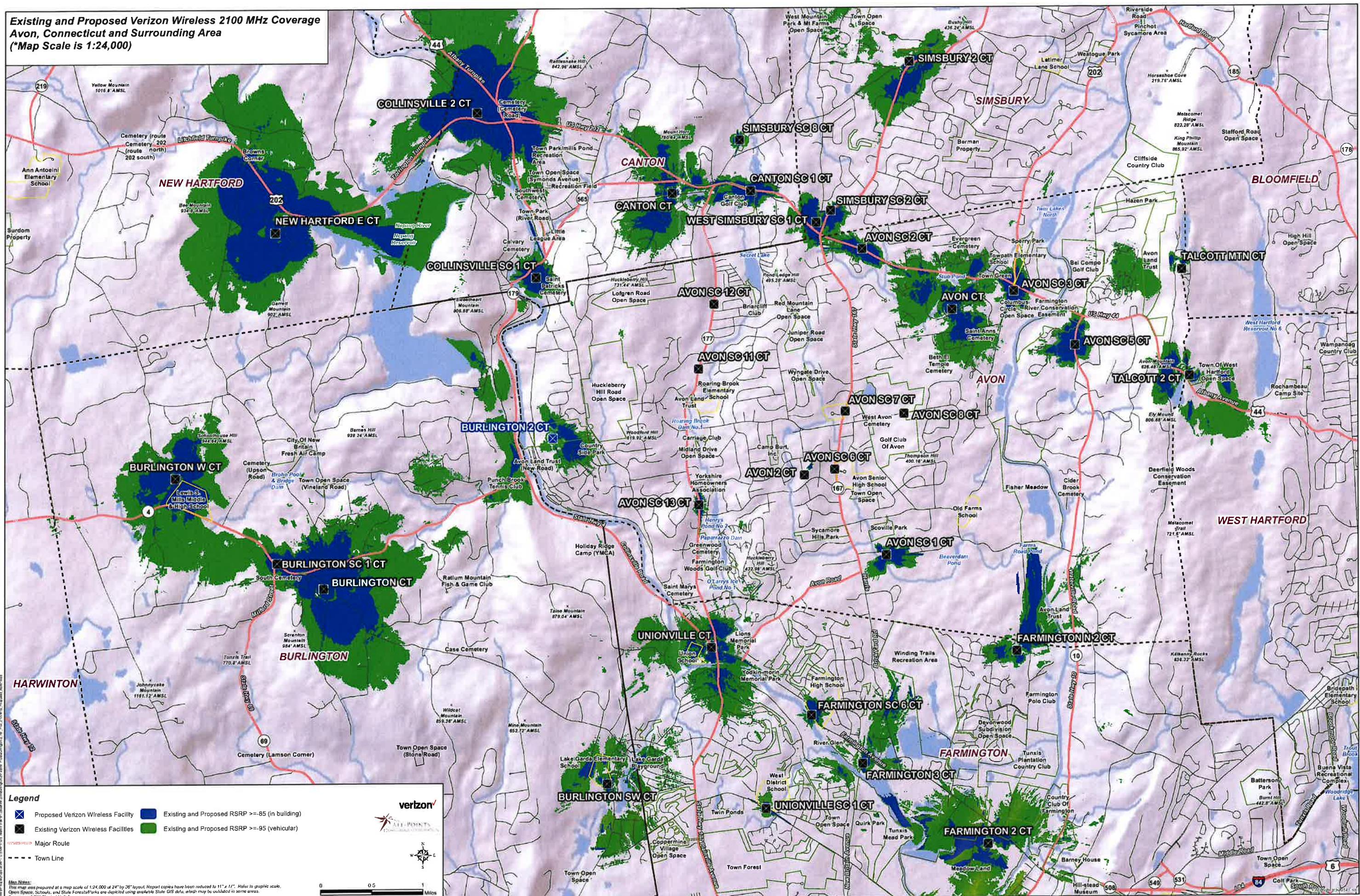
**Existing and Proposed Verizon Wireless 850 MHz Coverage
Avon, Connecticut and Surrounding Area
(*Map Scale is 1:24,000)**



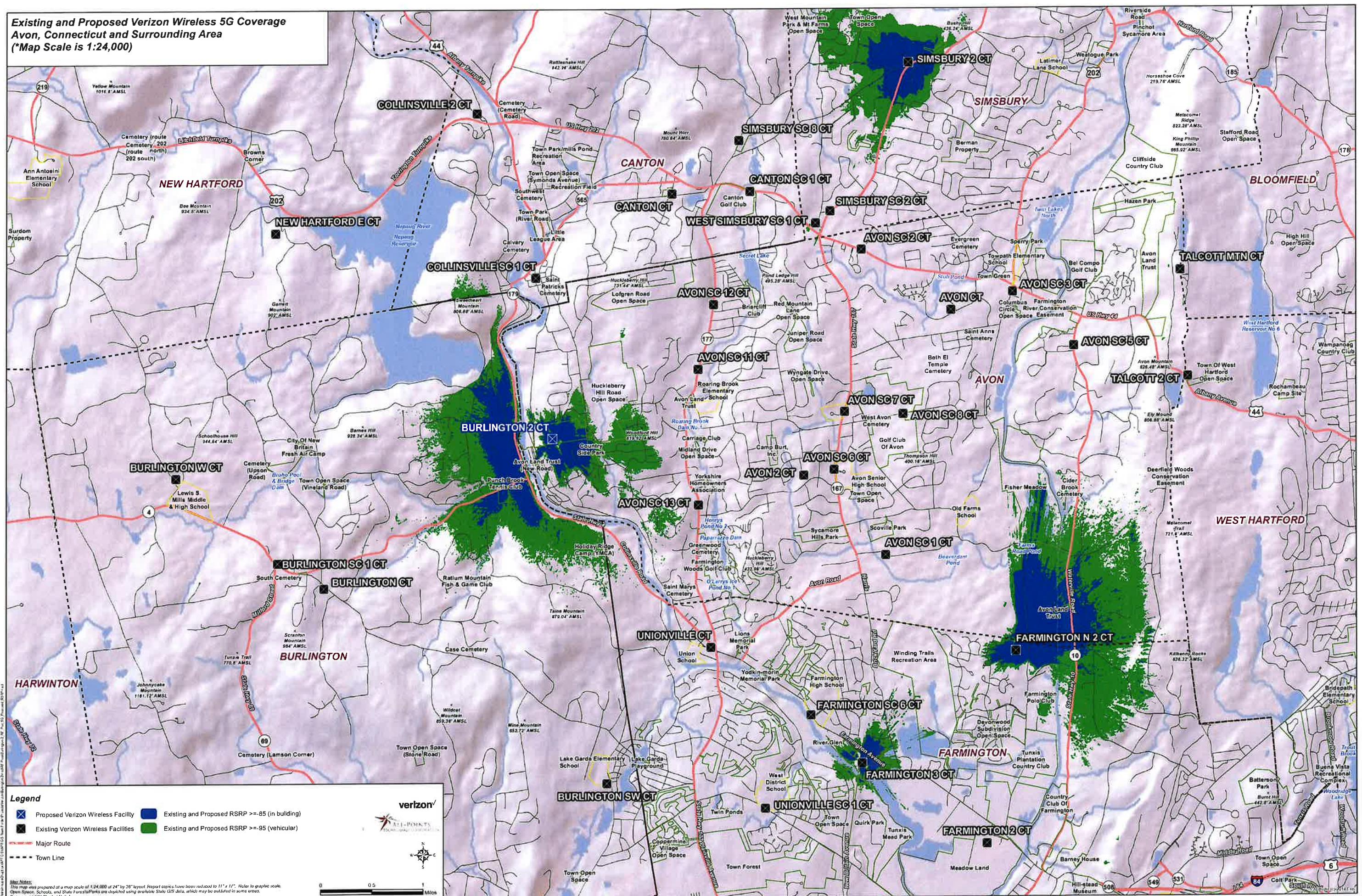
**Existing and Proposed Verizon Wireless 1900 MHz Coverage
Avon, Connecticut and Surrounding Area
(*Map Scale is 1:24,000)**



**Existing and Proposed Verizon Wireless 2100 MHz Coverage
Avon, Connecticut and Surrounding Area
(*Map Scale is 1:24,000)**



**Existing and Proposed Verizon Wireless 5G Coverage
Avon, Connecticut and Surrounding Area
(*Map Scale is 1:24,000)**



ATTACHMENT 5

TOWN OF AVON
Town and Public Safety Communication System
Replacement Project
Huckleberry Hill Cell Tower Site

In December 2018, an appropriation of \$3,890,000 was approved at referendum to replace the Town's existing conventional analog public safety communication system with a 700 MHz communication system meeting the Project 25 (P25) standard. The project scope included the purchase and installation of a modern public safety communication system with related equipment, including dispatch consoles and user devices, and improvements to existing tower sites on Kingswood Drive and Deercliff Road.

The Town's existing tower location on Kingswood Drive is approximately 200 feet over the town line in Canton. The site is owned by CT Water and Village Developers. The Towns of Avon and Canton have had an easement agreement for the property since 1998 to construct, operate, repair, maintain and replace a communication antenna and facility on the site for public safety purposes. Modification to the site requires approval by each town. In January 2020, Canton denied Avon's request to make the modifications needed to accommodate the new system.

The loss of the Kingswood Site required the Town to find another location serving the western area of Town. The land west of West Avon Road in Avon is almost exclusively zoned residential and open space. Several alternate locations to the Kingswood Drive site were considered by staff but ultimately, we focused on an existing site located at the rear of the landfill located at 277 Huckleberry Hill Road.

In 2004, the Town entered into an agreement with Sprint to locate a commercial cell tower, not to exceed 100 feet, at the rear of the landfill site. Recently, at the Town's request SBA, the current lessee, agreed to amend its existing lease agreement with the Town to permit a new tower to be built, not to exceed 150 feet. To meet our public safety coverage requirements, the tower height would need to be 130 feet and there would be three side-mount whip antennas, each measuring 16 feet high. The whip antennas measure approximately 4 inches in diameter.

This site meets the Town's needs for communication purposes and satisfies C.G.S. 16-50 aa (a) which provides: "The General Assembly finds that the sharing of towers for fair consideration whenever technically, legally, environmentally and economically feasible, and whenever such sharing meets public safety concerns, will avoid the unnecessary proliferation of towers and is in the public interest."

Per the Town Charter, a public hearing must be held before the Town Council can amend the agreement. The amendment to the existing agreement is the only issue before the Town Council. Assuming the Town Council approves the amendment to the lease agreement, the tower owner would file an application with CT Siting Council (CSC) which has exclusive regulatory jurisdiction over these types of structures in Connecticut.

The CSC was created expressly for the purpose of vesting the decision making for these types of facilities in a state, rather than a local body. The CSC is responsible for balancing the need for

adequate and reliable public utility services at the lowest reasonable cost to consumers with the need to protect public welfare and the environment. While the CSC must consider the environmental impacts associated with any application for a commercial cellular facility, the 1996 Telecommunications Act expressly preempts state and local government regulation of the placement, construction, and modification of personal wireless service facilities on the basis of the effects of radio frequency emissions, so long as such facilities comply with the Federal Communications Commission's (FCC) regulations concerning such emissions.

What follows is a series of questions asked by residents during the August 19, 2021 Neighborhood Meeting and via email following the meeting. Answers have been provided by Town staff, SBA and Motorola Solutions.

Q1: Please provide simulated photos of what the tower will look like from the houses located at Berkshire Crossing and all other angles.

A1: Photos are not available at this time but may be required as part of SBA's application to the Siting Council.

Q2: How many carriers will be permitted to use the Tower? What is the contractually agreed-upon maximum height? Is there a provision that limits the height and number of carriers permitted on the pole over the life of the contract - if so, what is it?

A2: The number of carriers is unknown and will be subject to the review and approval of the Siting Council as required by law. Per the lease amendment, the structure height is limited to 150 feet. The tower height will be 130 feet with three sixteen foot tall whip-style antenna that are four inches in diameter at the top (146 feet total).

Q3: What will the tower diameter be, what will the color be, are there other attributes we should be aware of (cables, microwave devices, other). Is there a plan to camouflage the pole and/or antennas - if so, what and how?

A3: This level of design and has not been completed. The color of the tower will be selected so as to minimize visibility.

Q4: What will the consumer coverage be for the expanded services - what are the benefits to residents - particularly on New Road?

A4: This is unknown at this time but will likely be included as part of the application to the Siting Council.

Q5: How will you assure the tower remains un-obstructed from tree growth or future development?

A5: The site will be maintained in accordance with any conditions as approved by the Siting Council and/or required by the FCC.

Q6: What are the back-up power requirements, will it cause any noise or vibrations we should be concerned with? What is the capacity of back-up power - 8/48?

A6: It is anticipated that backup support for the Town's equipment will be provided by a Kohler 40kw diesel generator with a 133-gallon fuel tank. It is important to note that backup support would only run when periodic testing is required and when power to the site, and likely to the entire neighborhood, is down.

Q7: Are there any construction / changes to be made for backhaul (digging / cables & devices on utility poles) - will it be redundant, if so, what are the implications?

A7: This level of design has not been completed. However, unnecessary redundancy would be an undesirable expense.

Q8: What are the project consumption and growth rates for the area? How long will the pole capacity be viable to service the town and residents?

A8: The increased height of the pole will enable the Town to achieve its communications objectives for the foreseeable future.

Q9: Is the tower already being used for commercial purposes? What is the additional height required for public safety purposes?

A9: The existing tower is only being used for commercial purposes. The new tower will be 130 feet in height as required for the Town's public safety purposes. There will be two side-mounted 4-inch diameter whip style antennas mounted at the top of the pole that would be 16 feet tall, and another similar antenna mount just below the top of the tower. These antennas will be the Town's.

Q10: What is the amount of the revenue that the Town receives annually through the existing lease? What will be the increase in revenue as a result of the lease amendment?

A10: FY21 rental payment - \$28,671.93; revenue sharing - \$51,326.14. We do not know exactly what the increase in income to the Town will be at this time.

Q11: Please provide radio frequency (RF) engineering details for the proposed tower for review by the public.

A11: This level of design has not been completed but will likely be required by the application to the Siting Council. Radio frequencies will meet established federal standards.

Q12: Will the commercial carriers relocate the same equipment onto the new tower? If not, what will stop the carriers from increasing their "power?"

A12: This level of design has not been completed. "Power" is regulated by the FCC and the Siting Council.

Q13: If we do not complete this project, will the level of electromagnetic pollution that I am exposed to stay the same?

A13: The lessee is required to comply with all FCC requirements as they relate to the site.

Q14: Please perform ambient EBI tests that were first performed in 2004.

A14: The lessee is required to comply with all FCC requirements as they relate to the site.

Q15: Is it possible to use the existing tower height to achieve the Town's public safety requirements?

A15: No.

Q16: Is there anything to stop the Town and SBA from renegotiating the lease to increase the tower height again in the future?

A16: No. Although any changes to the commercial tower would be subject to the Siting Council process.

Q17: Why did Canton deny the Town's application to replace the communications structure currently located at 170 Kingswood Drive?

A17: No reason was given. The benefit to both communities was clear. Unfortunately, public safety officials in Canton were not provided the opportunity to provide comment in a public forum.

Q18: Please provide a rendering of the proposed tower.

A18: A representative drawing is enclosed as Attachment A.

Q19: Is AT&T on the tower?

A19: Yes.

Q20: Would it be possible for the Town to terminate or not renew the existing lease with SBA and build a new public safety-only tower on the site?

A20: No.

Q21: Which other sites were reviewed as options?

A21: The Kingswood Drive site was the best option. Existing sites on Lovely Street and Farmington Woods were considered as were "green field" sites located at the Foundland/Huckleberry Hill Open Space and near Roaring Brook School.

Q22: Does the Town own the property located at 170 Kingswood Drive?

A22: No.

Q23: Would the Town please invite the Town's athletic leagues that use Buckingham as a practice location (i.e., Avon Youth Lacrosse) to any future meetings and provide the leagues with information relative to the project?

A23: The meeting agenda is publicly posted on the Town's website and a legal notice regarding the hearing has been/will be advertised in the Hartford Courant.

Q24: What is the purpose of the September 2nd Town Council meeting?

A24: The only issue before the Town Council is the amendment of the lease agreement with SBA. Per the Town Charter, prior to amending the agreement, a public hearing must be held. The public hearing was originally scheduled for September 2nd and has been rescheduled to October 7th.

Q25: Why can't the Town use its existing sites for its radio system?

A25: Our initial design did reuse the Kingswood Site and WFSB. Canton denied our request to build a new tower on Kingswood and the new system as originally designed cannot work without it. We also considered existing sites located on Lovely Street and in Farmington Woods. The Town would either reuse an existing site on WFSB or, more likely, co-locate on a state-owned tower located on Talcott Mountain.

Q26: Once SBA builds the new tower, will the Town have any ownership of the tower or the equipment?

A26: We will have rights to the Tower as described in the lease agreement and will own our equipment.

Q27: When does the Town's existing lease with SBA expire?

A27: The Town's existing lease with SBA expires on November 1, 2029. The proposed lease amendment includes an additional 30 years following the expiration of the existing lease term. The amended term will bring the lease through November 1, 2059.

Q28: Is there regular RF testing completed on the existing tower? Has the existing tower ever been out of compliance? What is the testing regime proposed for the new tower? What happens if the new tower is out of compliance? Who is notified that the tower is out of compliance?

A28: The lessee is responsible for ensuring compliance with Federal Law. The Town's equipment would also be required to meet Federal standards.

Q29: What is the approval process for any new equipment that is proposed to be added to the tower after it's constructed?

A29: That depends on the nature and ownership of the equipment. It would more than likely be commercial equipment which would fall under the jurisdiction of the Siting Council.

Q30: When will the scope of the public safety communications system project be defined? How will the scope be communicated to the public?

A30: The project scope was defined, communicated and approved by the public. The basic objective of installing a P25 Communications System remains. Due to the loss of the Kingswood Drive locate, some of the underlying design variables and technical solutions will need to be modified.

Q31: Has there been an independent study on the minimum height required for the Town's public safety communications system?

A31: Motorola has determined that this is the height necessary (130 foot tower plus three 16 foot whip antennas) to meet our coverage requirements. An independent study is unnecessary.

Q32: Is there a provision in the original lease agreement that would allow for an addition to the top of the existing tower?

A32: No.

Q33: Why did this project go out to referendum for voter approval without the specified sites being secured? Why didn't the Town have a back-up plan in place in the event a site was not approved for use?

A33: Project approval and funding was needed from Avon voters before proceeding through the permitting process. The mutual benefit of the improvement to the Kingswood Drive location was clear and Avon and Canton have a good history of cooperation. Furthermore, the timing was right to include the project with the turf field question so the public could vote on both at the same time.

Q34: Where will the generator be located? Please consider the use of a natural gas generator versus diesel to reduce noise. The existing site has motion activated flood lights that turn on throughout the night that should be corrected.

A34: This level of design has not been completed but will be discussed.

Q35: Could we have a map that shows the existing tower location alongside the proposed new tower location?

A35: The exact location of the new tower has not been determined.

Q36: What is the zoning law on the books for the maximum height of a tower in Avon?

A36: The Avon Zoning Regulations, like all zoning regulations in CT have no authority over a commercial application. Per State Law, that authority is reserved for the CT Siting Council. The CSC will have jurisdiction over this application as well. The application is required to meet all federal standards for power output.

The only authority the Town's Planning and Zoning Commission has in this matter is a review of the application under Section 8-24 of the CT General Statutes where it will be asked whether the application is in conflict with the Plan of Conservation and Development. That application has not yet been made.

Q37: What is the highest commercial structure in Avon? Would it be safe to expect that the Huckleberry tower could be that high one day?

A37: The WFSB site on Deercliff Road is approximately 560 feet. No, that would not be a safe assumption.

Q38: Can someone provide a summary of what will happen following the September 2nd meeting?

A38: The public hearing has been rescheduled to October 7th. Assuming local approvals, SBA would proceed to file the necessary application with the Siting Council. Assuming the Siting Council approves the application, SBA would begin construction. Once the new tower has been constructed, the Town would install the equipment for the public safety system. Exact timelines for each step in the process are unknown.

Q39: What is bond counsel? Who fills this role? Are they elected or appointed? What is their function? Who pays for their services? Is it a single person, or a panel/board?

A39: Bond counsel is a type of lawyer that provides the Town with legal advice and legal opinions on the issuance of debt. The Town pays for their services and Robinson + Cole serves as the Town's Bond Counsel.

Q40: What would be the threshold of resident opposition required for this proposal not to move forward?

A40: The lease amendment is subject to the approval of the Town Council.

Q41: Will the IAFF's stance on cellular towers at fire stations be provided to the Town Council for review?

A41: The public is free to submit this document to the Town Council.

Q42: As an alternative, could the Town install antenna on the power station on Huckleberry Hill?

A42: No.

Q43: Can we address the Town's public safety needs without commercial use?

A43: No.

Q44: What is the legal recourse for the public if the Town Council approves the lease?

A44: Unknown.

Q45: How was SBA selected as a partner? Was an RFP process completed?

A45: Avon entered into an agreement with Sprint in 2004. SBA subsequently assumed the lease agreement from Sprint.

Q46: How long have the current FCC standards been in effect? Are these standards outdated?

A46: These standards do not fall under the Town's jurisdiction. In fact, Section 704 of the Telecommunications Act of 1996 states that, "*No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio*

frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."

Q47: Who are the members of the Town Council?

A47: The members of the Town Council, and their email addresses are available on the Town's website: www.avonct.gov/town-council.

Q48: Would the Siting Council make their decision solely on public safety needs? Or would they also consider the commercial needs?

A48: The Siting Council governs the location and all aspects of commercial structures. The Siting Council is required to balance the public need for a facility against its environmental impacts. The fact that the reason a new structure is needed is to accommodate public safety purposes would be looked on favorably.

Q49: Are there other technologies that could be used to achieve the Town's needs that wouldn't require the tower? Could the Town attach its antenna to a different type of structure?

A49: No.

Q50: Please provide the official specs for the projects, including (but not limited to):

Q50a: Renderings of the proposed tower with various angles

A50a: This level of design has not been completed at this time.

Q50b: Contractually agreed-upon maximum height/number of carriers?

A50b: The height has been explained and the number of carriers is not limited by contract.

Q50c: Property line mapping (Residential/Community Fields/Playgrounds-proximity to the tower location in feet)

A50c: This information is publicly available on the Town's GIS System.

Q50d: What kind of tower will it be? (I.e. Monopole, Lattice, Guyed, Stealth, Broadcast, etc.)

A50d: The tower is planned to be monopole in design. Please refer to Attachment A.

Q50e: How much will the "ground space" leased to SBA increase?

A50e: The ground space leased to SBA will remain at 10,000 square feet (same as present).

Q50f: Will the base transmitter Station also increase in size?

A50f: This level of design has not been completed.

Q50g: Other equipment? (microwave dishes, antenna arrays ((3-18 antennas per), etc.)

A50g: The Town's equipment for the public safety radio system would include two receive antennas and one transmit antenna at the top of the tower, a pre-fabricated communications shelter adjacent to the tower to house related communications equipment, an emergency power generator, and related cabling and mounting hardware.

Q50h: Backup power specifications?

A50h: Refer to Q6.

Q50i: Noise pollution study information

A50i: Such a study may be required by the Siting Council. If so, the study will be provided at that time.

Q50j: Motorola's "height required" proposal document for "adequate coverage."

A50j: Public safety systems are designed to meet a specified delivered audio quality (DAQ) in 95% of the coverage area, in this case the Town's boundaries. The tower at 130 feet is necessary to achieve this objective.

From Motorola Solutions: "During the coverage acceptance test, the Town of Avon service area is divided into equal sized grids, typically 0.25 Mi x 0.25 mi. These represent the test tiles. Every effort is made to test every test tile. However, some of the test tiles will be inaccessible, due to no road access, private property, a water body or some other reasons that prevent the test teams from accessing all the test tiles. When the coverage acceptance test is complete, there will be a total number of tiles tested. The service area reliability is calculated by dividing the total number of tiles tested by the number of tiles that met or exceeded the channel performance criteria, or CPC, whether that's DAQ 3.0 or DAQ 3.4. So if there were 100 test tiles and 95 met or exceeded the CPC, then the service area reliability would be 95%. We typically strive to achieve 95% service area reliability for public safety radio systems."

Q50k: Would the proposed tower be required to be lit for aviation safety?

A50k: The tower does not meet the height or location requirements set in 14 CFR Part 77.17 however final determination is part of the Siting Council application process.

Q50l: The reason that the tower will be required to be moved 10-15 feet from its current location.

A50l: The existing tower will need to remain in use while the new tower is being constructed in order to avoid a gap in service.

Q50m: Would this tower house 2G, 3G, 5G, 4G, others, or a combination?

A50m: Specifics on the commercial carrier's equipment is unavailable at this time.

Q51: Proposed frequencies and RF emissions (in MgH)

A51: The public safety system will operate in the 770 MHz to 805 MHz range. Exact frequencies and power levels will be determined through final system design and FCC licensing processes. The Town is not involved in the design of the commercial systems. The lessee and Town will be required to comply with all FCC regulations.

Q52: Please share the proposed timeline for this project?

A52: Assuming local approvals, SBA would proceed to file the necessary application with the Siting Council. Assuming the Siting Council approves the application, SBA would begin construction. Once the new tower has been constructed, the Town would install the equipment for the public safety system. Exact timelines for each step in the process is unknown.

Q53: Please share the official comparative analysis document that led to selecting this location and the specific project plan. Please include all other locations & vendors evaluated in this document.

A53: The Town's priority was to reuse existing sites. The Kingswood Site was the ideal location meeting all location and coverage criteria. After the Kingswood site became unavailable, Town staff worked with Motorola to search for another suitable location to the west of the Northington ridgeline. The location at the Transfer Station is the only reasonable option.

Q54: Please provide a list of all vendors and alternative technical solutions evaluated for the "Public Safety Communication" gap, i.e., cellular boosters for emergency vehicles, antennas, other technical solutions proposed by specialists in this field. Include all vendors who contributed expert opinion on this project

A54: Federal Engineering was retained to advise the Town on the best solution. Following identification of the best solution, an RFP was issued and Motorola was selected as the vendor.

Q55: Please provide a copy of the lease agreement between the town of Avon and SBA for the existing tower. Please include the meeting notes for the 2004 hearing on this topic.

A55: The lease agreement is enclosed as Attachment B. Town Council meeting minutes are available for public access on the Town Clerk's page of the Town website www.avonct.gov/town-clerk.

Q56: Please provide the increase in rental income estimate for the town of Avon for increasing the tower to 150 feet. Please provide the increase in rental income estimate for SBA for increasing the tower to 150 feet.

A56: The tower will increase from 100 feet to 130 feet. The increase in rental income is unknown at this time.

Q57: Do the local Police/Fire Departments need to upgrade their equipment to satisfy the newly proposed tower?

A57: The proposed tower is an integral part of the proposed town-wide public safety communications system. The system includes new portable and mobile radios as well as new equipment for the 911 dispatchers and is designed to provide adequate public safety protection to all residents and emergency services personnel.

Q58: Has the town notified ALL residents regarding this issue, given its proximity to a popular children's playground and community sports fields? Please provide the supporting communication plan for the Town of Avon residents for this topic/public hearing.

A58: The public hearing has been/will be noticed as required by law.

Q59: How are safety and radiofrequency radiation emissions handled? Do they evaluate safety after installation to ensure standards are met? Who is responsible for this - SBA, the town, or commercial carriers/tenants?

A59: These issues are governed by FCC standards and subject to Siting Council approval.

Q60: Once the tower is approved to 150 feet, would the town be required to inform the residents of new tenants (wireless service providers, broadcasters, other companies) added to the tower? (i.e., increase in Antennas, Antenna Arrays per tower, Amplifier, Ground units, Power Supplies, general radio frequency emission increases, etc.)

A61: No. The Town would not be required to make such a notification. SBA, as the tower owner, will be required to follow any notification requirements set forth by the CT Siting Council or the FCC.

Q61: Please request that SBA provide a report of complaints/issues reported to them with similar towers in other towns, and how have they addressed those complaints? Modification to the final configurations vs. what was proposed. Who is responsible for addressing concerns? Who is responsible for approving changes?

A61: Per its website, the CT Siting Council confirms compliance with its certificates and orders through detailed development and management plans and field investigations. Development and management plans are professionally engineered documents that may consist of designs, site plans, construction schedules and site inspection reports. Enforcement of the Council's orders is performed by the CT Attorney General's Office.

Q62: Would it be possible to utilize the Company 4, Avon Volunteer Fire Department building, located on Huckleberry Hill, as an antenna or tower to solve the emergency services gap?

A62: No. This location was not selected due to its lower ground elevation (380 feet vs 510 feet at the Transfer Station site).

Q63: Will this be an issue due to the international firefighter's association (IAFF) not allowing firehouses to be near cellular towers due to health concerns - or can we bypass that ruling with a different, safer technical solution?

A63: It is not a ruling. Prevailing FCC requirements apply and the Town, by law, cannot preempt those requirements.

Q64: It was mentioned in the meeting that a coverage analysis was done on this location. Please provide the official report for it.

A64: The Town's public safety communications system coverage is dependent on the system's design as a whole. The final system design is based on the location of the tower sites. Until the lease with SBA is executed and SBA receives approval from the Siting Council, the public safety system design cannot be finalized.

Q65: Please explain why only residents within 500 feet were notified, yet radio frequency emissions reach much further than that.

A65: 500 feet is the standard notification range, however the notification letter provided to neighbors, as well as the August 19, 2021 meeting were not required. There is no requirement that the Town provide any notification beyond a legal notice in the newspaper.

Q66: Please provide the impact on the wildlife species analysis report.

A66: Any necessary environmental studies would be completed at the request of the Siting Council. See also A46.

Q67: Please provide the impact to property value analysis report.

A67: No such report is available.

Q68: What kind of antenna or technology is being proposed for the emergency communication system? Is it analog, 4g, 5g? What frequencies will it be using?

A68: The radio system is based on the APCO Project 25 standard for public safety communications. It will operate in the 770 MHz to 805 MHz frequency range. The system uses towers to pick up the weak signals from portable and mobile radios and retransmit that signal throughout the system to other portables and mobile radios as well as the 911 dispatch center. The tower will have two receive antennas at the top and one transmit antenna just below the receive antennas. This tower will be linked to the rest of the system via existing fiber optic connections. Also see question 51.

Q69: How many antennas are currently installed on the tower and operational?

A69: Information on specific antennas is available on the CT Siting Council's website www.portal.ct.gov/CSC under "Telecommunications Database." There is currently no Town equipment at this site.

Q70: What would be the new limit of antennas on the new proposed tower? What would be the process to alert residents in the area if the town wanted to again exceed this number?

A70: The number of antennas is subject to the CT Siting Council review.

Q71: I would like to understand the current amount of radiation that is emitted from the tower and how often testing is performed to ensure the current tower stays in compliance with FCC guidelines? I feel it is very important for the town to understand what the current radiation emissions are before we start adding on to that. These are very important facts that will help with the concerns surrounding safety since this is a heavy residential area including the playground and ball fields located so close by which will have many children playing.

A71: Refer back to question 46.

Q72: You mentioned that you mailed letters to all houses within 500 feet of the proposed tower. Can you please provide the list of houses you reached out to? Also, why did you focus on 500 feet from the tower versus 750 feet or 1,000 feet?

A72: The mailing list is enclosed as Attachment C. 500 feet is a standard notification range. There is no requirement that the Town provide any notification beyond a legal notice in the newspaper.

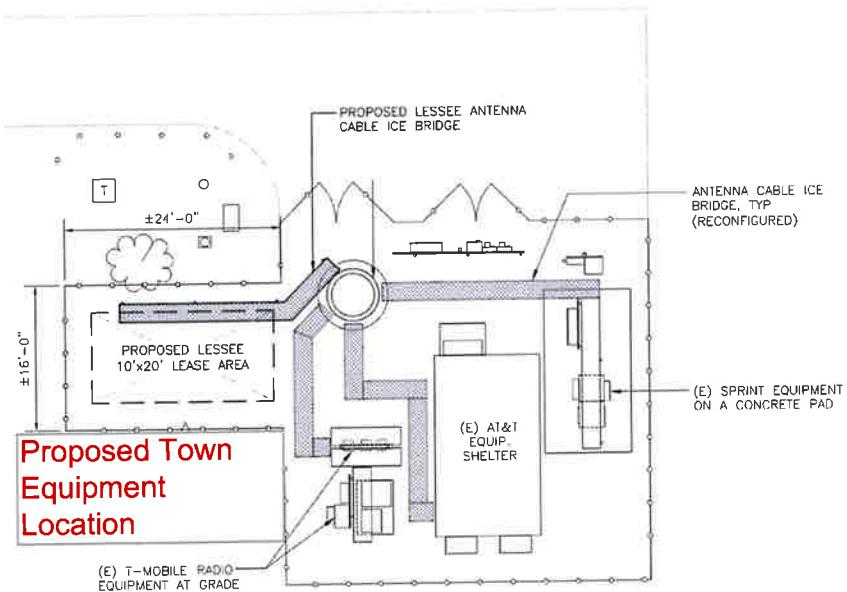
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LEASE EXHIBIT

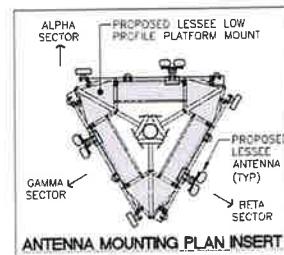
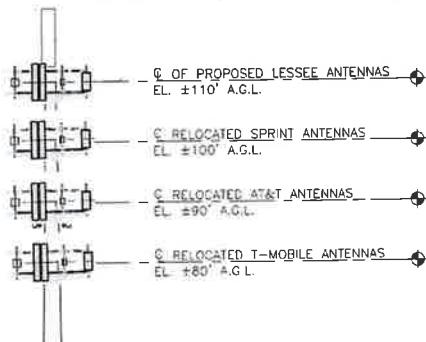
THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATIONS FACILITY UPGRADE. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

Proposed Town Equipment Location



1-3 **COMPOUND PLAN - PROPOSED**  NORTH

Top of Town Antenna
146.3-(Pole 130')



2 TOWER ELEVATION - PROPOSED
L-3 SCALE: 1" = 10'- 0"

Salisbury Partnership d/b/a Veriton Wireless
BURLINGTON 2 CT
277 HUCKLEBERRY HILL ROAD
AVON, CT 06013

ITEM NO

CELLULAR/WIRELESS COMMUNICATIONS LEASE AGREEMENT

This Lease is entered into this 2 day of November, 2004, by and between Sprint Spectrum L.P., a Delaware limited partnership d/b/a Sprint PCS ("TENANT"), having its principal place of business at One International Boulevard, Suite 800, Mahwah, New Jersey, and the Town of Avon, Connecticut, a Connecticut municipal corporation ("LANDLORD"), having its principal place of business at Town Hall, 60 West Main Street, Avon, Connecticut.

1. The Property. LANDLORD is the owner of a certain parcel of real property (the "Property") located at 277 Huckleberry Hill Road, Avon, Connecticut; said property being the same as that shown as Tax Parcel ID Map:16; Lot 2810277 and further described on Exhibit A.

2. Premises and Use. LANDLORD leases to TENANT the site described below:

- Real property consisting of approximately 10,000 square feet of land;
- Space required for cable runs to connect equipment and antennas, in the location(s) approved by LANDLORD and shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of TENANT, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by TENANT for the purpose of constructing, installing, removing, replacing, modifying, maintaining and operating, at its expense, a cellular/wireless communications facility (the "Facility"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), and related fixtures, all as more particularly described on Exhibit B attached hereto. LANDLORD and TENANT hereby agree that the Site, including any non-exclusive easement area (defined herein), may be surveyed by a licensed surveyor at the sole cost of TENANT, and such survey shall then supplement Exhibit A, and become a part hereof and shall control to describe the Site and non-exclusive easement area in the event of any discrepancy between such survey and the description of the boundary of the Site contained herein. TENANT will use the Site in a manner which will not unreasonably disturb the occupancy of LANDLORD's other tenants. TENANT will have access to the Site twenty-four (24) hours per day, seven (7) days per week. SEE RIDER.

3. Term. The term of this Agreement (the "Initial Term") is five (5) years, commencing on the date ("Commencement Date") both TENANT and LANDLORD have executed this Agreement. This Agreement will be automatically renewed for four (4) additional terms (each, a "Renewal Term") of five (5) years each, unless TENANT provides LANDLORD notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

4. Rent. SEE RIDER.

Thereafter, rent will be paid in equal monthly installments of \$1,500.00 (until increased as set forth herein), partial months to be pro rated, in advance. Upon each anniversary of the Rent Commencement Date, until the expiration or earlier termination of this Agreement, monthly rent installments for the next year will increase to an amount equal to the amount of the monthly installments of rent payable during the preceding year increased by three percent (3%).

5. Title and Quiet Possession. LANDLORD represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that TENANT is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as TENANT is not in default beyond the expiration of any cure period; and (e) that LANDLORD will not have unsupervised access to the Facility.

6. Assignment/Subletting. SEE RIDER.

7. Improvements. Following the Commencement Date, TENANT shall have the right, at its expense, to construct the Facility in accordance with the plans and specifications attached hereto as Exhibits A and B, which plans hereby are approved by LANDLORD. TENANT shall obtain the consent of LANDLORD prior to making any modifications necessary to accommodate the Facility that are not shown on Exhibit B, excluding such ordinary replacements and repairs as TENANT deems necessary from time to time for the operation of the Facility, which consent shall not be unreasonably

delayed, withheld or conditioned. TENANT shall obtain all necessary governmental approvals and permits prior to commencing construction and shall provide LANDLORD with notice prior to the start of construction. All of TENANT's contractors and subcontractors shall be duly licensed in the State of Connecticut. SEE RIDER.

8. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to TENANT are to be sent to: One International Boulevard, Suite 800, Mahwah, NJ, 07495, Attn.: Lease Management, with a copy to Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020, Overland Park, Kansas 66251-2020, Attn.: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

9. Compliance with Laws. SEE RIDER.

10. Interference. TENANT will resolve technical interference problems with other equipment located on the Property on the Commencement Date or any equipment that becomes attached to the Property at any future date when TENANT desires to add additional equipment to the Site. Likewise, LANDLORD will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with TENANT's then-existing equipment or (b) encroaches onto the Site. LANDLORD will not grant a lease or license to any party for use of the Property, nor permit any material modification of the use of the Property by any existing tenant or licensee, if such new use or modification will interfere with TENANT's operation of the Facility or diminish the superiority of TENANT's signal quality for the area serviced by the Site. TENANT shall not be required to modify the Facility to prevent interference with any new cellular/wireless communications use of the Property so long as TENANT operates the Facility within its assigned frequencies and in compliance with all applicable Federal Communications Commission rules and regulations.

11. Utilities. SEE RIDER.

12. Taxes. As the Site is town-owned property, no property taxes are paid thereon. If, however, LANDLORD places an assessed value on the Facility or any part thereof, TENANT will pay any such tax assessment to LANDLORD.

13. Termination. SEE RIDER.

14. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

15. Indemnity and Insurance. TENANT will indemnify LANDLORD against and hold LANDLORD harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site by TENANT. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of LANDLORD. TENANT will procure and maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to LANDLORD within 30 days of written request. Such policy will name LANDLORD as an additional insured and will provide that cancellation will not occur without at least 30 days' prior written notice to LANDLORD. SEE RIDER.

16. Hazardous Substances. SEE RIDER.

17. Certifications. TENANT warrants the truth, accuracy and completeness of the following certifications filed with LANDLORD in connection with this Agreement and appended hereto: Certificate of Non-Collusion, Certification as to Compliance with Tax Laws and Disclosure of Beneficial Interest.

18. Maintenance. SEE RIDER.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of Connecticut; (c) If requested by TENANT, LANDLORD agrees promptly to execute and deliver to TENANT a recordable Memorandum of Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following are attached to and made a part of this Agreement: Exhibits A, B, and C, and Rider to Cellular/Wireless Communications Lease Agreement.

LANDLORD:

Town of Avon, Connecticut

By: Philip K. Schenck, Jr.
Name: Philip K. Schenck, Jr.

Its: Town Manager

Address: Town Hall,
60 West Main St.
Avon, CT 06001

Date: 8/04/04

TENANT:

Sprint Spectrum L.P. d/b/a Sprint PCS

By: D. Mueller
Name: Don Mueller - Director East Site Delivery
Its: Director, Site Development - Northeast

Date: 11/1/04

THOMAS KINCAID
SITE DEVELOPMENT MANAGER
NEW ENGLAND - WEST

EXHIBIT A

certain piece or parcel of land with all improvements thereon, and together with all easements and rights appurtenant thereto, located in the Town of Avon, County of Hartford and State of Connecticut and being more particularly bounded and described as follows:

Commencing at a point marked by an iron pin set in the Westerly line of Edward Street in said Town of Avon which pin marks the Northeasterly corner of land now or formerly of Theodore and Waldimar Olson; thence running South $81^{\circ} 28' 35''$ W along said land now or formerly of Theodore and Waldimar Olson a distance of 1301.73 feet to an iron pin; thence running South $81^{\circ} 30' 10''$ W along said land now or formerly of Theodore and Waldimar Olson and land now or formerly of Bisberg Poultry Farm, Inc., in part by each in all a distance of 827.61 feet to an iron pin; thence running South $80^{\circ} 47' 25''$ W along said land now or formerly of Bisberg Poultry Farm, Inc. a distance of 599.14 feet to an iron pin in the Easterly highway line of New Road; thence in a curve to the right having a radius of 548.69 feet a distance of 6.92 feet to an Avon highway monument; thence running North $04^{\circ} 25' 45''$ W a distance of 849.91 feet to an Avon highway monument; thence running North $07^{\circ} 38' 00''$ W a distance of 191.42 feet to an Avon highway monument the last three courses being along the Easterly highway line of said New Road; thence running North $81^{\circ} 59' 10''$ E a distance of 374.81 feet to an iron pin; thence running North $80^{\circ} 30' 30''$ E a distance of 330.41 feet to an iron pin; thence running North $82^{\circ} 05' 20''$ E a distance of 339.92 feet to an iron pin the last three courses being along land now or formerly of Charles and Annie Katzung; thence running North $79^{\circ} 57' 50''$ E along said land now or formerly of Charles and Annie Katzung, and land now or formerly of Wadislaw Pivnicki, in part by each in all a distance of 1230.46 feet to an iron pin; thence running South $15^{\circ} 15' 00''$ E a distance of 464.30 feet to a point; thence running North $79^{\circ} 09' 20''$ E a distance of 388.43 feet to an iron pin set in the Northwesterly highway line of Edward Street the last two courses being along land now or formerly of Waldimar Olson; thence running South $16^{\circ} 42' 20''$ W a distance of 108.39 feet to an iron pin; thence running South $12^{\circ} 42' 50''$ E a distance of 125.18 feet to an iron pin; thence running South $06^{\circ} 14' 10''$ E a distance of 400.88 feet to the iron pin at the point or place of beginning the last three courses being along the Northwesterly and Westerly highway lines of Edward Street.

Said Parcel contains 61.3 acres.

The aforesaid parcel are more particularly shown on a certain map entitled: "F. N. Whittemore, Jr., Land Surveyor Avon, Conn. Map Showing Property of the Estate of Elizabeth White Avon, Conn. Scale 1" = 100' Dec 1958 R.E.J. M-58-106" Certified substantially correct by F. N. Whittemore, Jr., Land Surveyor.

EXHIBIT A

AVON LANDFILL

277 HUCKLEBERRY HILL ROAD
AVON, CT 06011

SITE I.D.# CT33XC589

Land of
Town of Avon
Map-16
Lot-2810277

PROPOSED SEDIMENTATION
CONTROL BARRIER

PROPOSED 40'-0" x 40'-0"
SPRINT PCS COMPOUND
REFER TO 1/SC-2 FOR
COMPOUND PLAN

PROPOSED 110'-0" WOOD
AMINATE POLE

PROPOSED 100'-0" x 100'-0"
SPRINT LEASE AREA

PROPOSED 12' WIDE ACCESS
DRIVE OVER EXISTING TRAIL

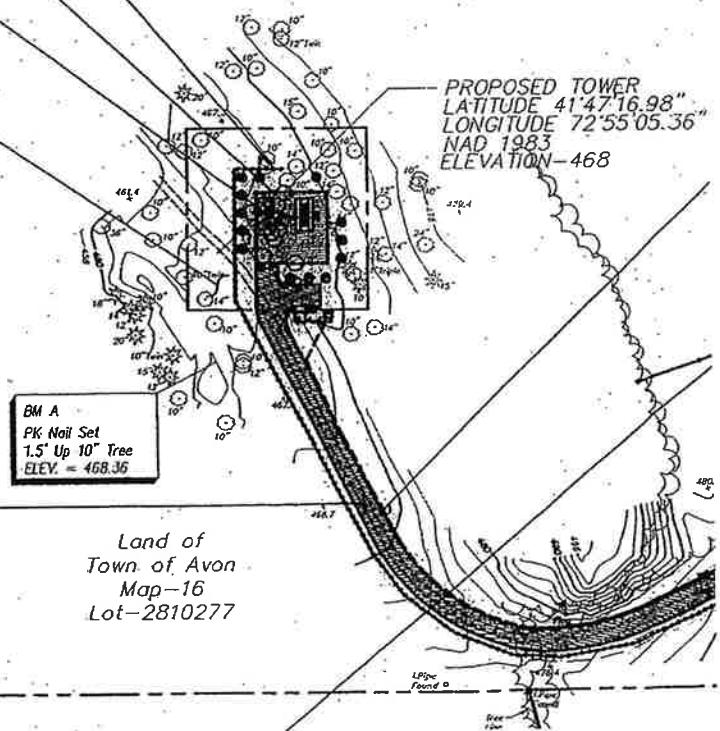


EXHIBIT B

Those certain plans entitled "AVON LANDFILL 277 HUCKLEBERRY HILL ROAD
AVON, CT 06001 SITE I.D.# CT33XC589 SPRINT PCS HARTFORD MTA URS
CORPORATION AES 795 BROOK STREET, BUILDING 5 ROCKY HILL,
CONNECTICUT 1-(860)-529-8882 Dated: 08-07-03 Revised: 08-18-03, 09-30-03, 02-
23-04 JOB NO. 36919053/SP1011"

EXHIBIT C

Memorandum of Agreement

This Memorandum of Agreement ("Memorandum") dated _____, 2004, evidences that a lease was made and entered into by a written Cellular/Wireless Communications Lease Agreement (the "Agreement") dated _____, 2004, between the TOWN OF AVON, a Connecticut municipal corporation ("Landlord") and SPRINT SPECTRUM L.P., a Delaware limited partnership ("Tenant").

The Agreement provides in part that Landlord leases to Tenant a certain portion of real property owned by Landlord and located at 277 Huckleberry Hill Road, Town of Avon, County of Hartford, State of Connecticut, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. The term of the Agreement is 5 years commencing on _____, 2004, which term is subject to 4 additional 5-year extensions that may be exercised by Tenant. A complete copy of the Agreement is on file at One International Boulevard, Suite 800, Attention: Lease Management, Mahwah, NJ 07495

The parties have executed this Memorandum as of the day and year first above written.

LANDLORD
TOWN OF AVON,
a Connecticut municipality

TENANT
SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: _____

By: _____

Name: _____

Name: Don Mueller

Title: _____

Title: Director-East Site Delivery

Address: Town Hall

Group

60 West Main Street
Avon, CT 06001

Address: National Lease Management

6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650

See Exhibit B1 for continuation of Landlord signatures

Landlord Witnesses:

Sign: _____

Sign: _____

Print: _____

Print: _____

Sign: _____

Sign: _____

Print: _____

Print: _____

Attach Exhibit A - Site Description-MCdoc.#727699

LANDLORD NOTARY BLOCK:

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was (*choose one*) attested or acknowledged before me this _____ day of _____, 2004, by _____ as _____, duly authorized, of the Town of Avon, a Connecticut municipal corporation, on behalf of said municipality.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF NEW JERSEY

COUNTY OF BERGEN

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Don Mueller, as Director-East Site Delivery of Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of the partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

RIDER TO
CELLULAR/WIRELESS COMMUNICATIONS LEASE AGREEMENT
BY AND BETWEEN THE TOWN OF AVON AND SPRINT SPECTRUM L.P.

Site Name: Huckleberry Hill Road, Avon, CT

Site I.D.:CT33XC589

This Rider is attached to and incorporated in the foregoing Agreement by and between the LANDLORD and TENANT for the above-referenced Site. The foregoing Agreement is hereby modified as follows:

1. Section 2 (Premises and Use) of the foregoing Agreement is hereby amended by adding the following to the end of that Section:

"LANDLORD reserves the right to approve the final location of the Site and related access and utility easements. Prior to the commencement of construction, TENANT shall submit a final set of plans to LANDLORD for signature of approval, which approval shall not be unreasonably withheld, conditioned or delayed. If LANDLORD does not respond in writing to TENANT within ten (10) days following TENANT's submittal of final plans, said plans will be deemed to have been approved by LANDLORD. LANDLORD's signature on the plans, or any other writing approving of said plans, shall constitute an approval of the location of the Site and related access and utility easements. Notwithstanding anything contained in this Agreement to the contrary, LANDLORD further reserves the right once per term to relocate TENANT's access and utility easements (unless utilities are to be located underground, in which case LANDLORD's relocation right shall be limited to TENANT's access easement only) to an alternate ground location on LANDLORD's property at LANDLORD's sole cost and expense; provided 1) LANDLORD gives TENANT thirty (30) days notice of the proposed relocation (1) LANDLORD performs such relocation to a condition equal or better (in the reasonable discretion of TENANT) than the existing TENANT access/utility easement; (2) such relocation does not interrupt the existing access by TENANT or the existing utility service to TENANT from LANDLORD's property; and (3) such relocation does not interfere with or impair TENANT's ability to operate the Facility at the Site, including, but not limited to, TENANT's ability to operate the Facility during the relocation of TENANT's access/utility easement. If necessary, LANDLORD will provide, at no additional cost to TENANT, a temporary easement for access to the Facility and, if applicable, to the appropriate source of utilities until the relocation is complete. Any proposed relocated access/utility easement LANDLORD and TENANT agree upon in writing shall be hereinafter referred to as the "Relocated Easement". Upon relocation of TENANT's access/utility easement to the Relocated Easement, all references to the access/utility easement in the Agreement will be deemed to be references to the Relocated Easement. At TENANT's request, the parties shall execute an Amendment to the Agreement, replacing Exhibit A with a revised Exhibit A showing the Relocated Easement."

2. The first sentence of Section 4 (Rent) of the Agreement is deleted in its entirety and the following is substituted therefor:

"4. Rent. Until that date which is the earlier of (i) sixty (60) days after the issuance of a building permit for the Facility or (ii) one year after the Commencement Date (the "Rent Commencement Date"), the rent shall be a one-time aggregate payment of \$100.00, the receipt of which LANDLORD acknowledges; provided, however, that if upon expiration of the one-year period set forth in subparagraph (ii) above, TENANT has pending applications for any governmental permits and approvals to construct the Facility at the Site, including without limitation, Connecticut Siting Council approval and/or an application for a building permit for the Facility from the Town of Avon, Connecticut ("Approvals"), or a pending appeal of a governmental authority decision relative to the Facility, then the Rent Commencement Date shall be extended until that date which is thirty (30) days after such pending applications are favorably decided (with no appeal thereof) and such appeal is favorably decided or favorably resolved, provided further, that in no event shall the Rent Commencement Date occur later than the date which is two (2) years following the Commencement Date."

3. Section 6 (Assignment/Subletting) of the foregoing Agreement is hereby deleted in its entirety and the following is inserted in its place:

"6. Assignment/Subletting. The following terms shall have the following meanings for purposes of this Section of this Agreement:

'Affiliate' shall mean any parent, subsidiary, affiliate or successor legal entity, or any party controlling, controlled by, or under common control with TENANT, or any party which acquired substantially all of the assets of TENANT.

'Gross Revenue Payment' shall mean any sublease rental payment received by TENANT from a Non-Affiliate.

'Non-Affiliate' shall mean any party other than an Affiliate.

TENANT shall have the right to assign or transfer its rights under the Agreement or sublet all or any portion of the Site provided it. TENANT shall not assign or transfer its rights under the Agreement to anyone other than an Affiliate without the consent of LANDLORD, which consent shall not be unreasonably withheld, delayed or conditioned. In the event of such assignment or sublet, TENANT shall remain primarily liable for the performance of the terms and conditions of this Agreement. TENANT and LANDLORD agree that in the event TENANT sublets to a Non-Affiliate all or a portion of the Facility and/or the Site, fifty percent (50%) of all Gross Revenue Payments received from such sub-tenant shall be paid to LANDLORD by TENANT within thirty (30) days of actual receipt thereof, in addition to any rent payable under Section 4 of this Agreement."

4. The following is added to Section 7 (Improvements) of the Agreement:

"Nothing contained in this Agreement shall be construed as giving TENANT the right to construct more than one monopole or tower at the Site, not to exceed 100 feet in height. For aesthetic purposes, the tower must be constructed utilizing a wood laminate pole."

5. The last sentence of Section 7 is deleted and the following is substituted in lieu thereof:

"Upon the expiration or sooner termination of the Agreement, and provided LANDLORD is not then in material default of its obligations under the Agreement beyond the expiration of any applicable cure periods, LANDLORD shall have the option of determining whether it desires to have TENANT remove the Facility, or whether LANDLORD shall retain ownership of the Facility. In the event LANDLORD elects to retain ownership of the Facility, LANDLORD shall notify TENANT within fifteen (15) days following termination of the Agreement, and upon receipt of said notice TENANT shall proceed to remove its equipment and improvements attached to or contained within the Facility and shall transfer TENANT's title to the Facility (excluding any equipment of TENANT attached to or contained within the Facility, including, without limitation, any antennas, antenna mounts, cabling, wires, brackets, generators, or any other property relating to TENANT's use of the Facility for wireless telecommunications purposes) to LANDLORD by bill of sale or other appropriate instrument for no additional consideration, and without warranty, covenants or representations of any kind or nature whatsoever, express or implied. In the event that LANDLORD requires removal of the Facility, TENANT will remove the Facility and all TENANT'S equipment and improvements, and will restore the Site to substantially the condition that existed on the Commencement Date, ordinary wear and tear excepted."

6. Section 9 (Compliance with Laws) of the foregoing Agreement is deleted in its entirety and the following is substituted therefor:

"9. Compliance with Laws. Subject to the completion of certain environmental testing as set forth in Section 16 hereof, TENANT accepts the Site "as is, where is" in all respects. TENANT will substantially comply with all applicable laws relating to its possession and use of the Site."

7. Section 11 (Utilities) of the foregoing Agreement is deleted in its entirety and the following is substituted therefor:

"11. Utilities. TENANT will pay for all utilities installed and used by it at the Site. LANDLORD (at TENANT's sole cost) will cooperate with TENANT in TENANT's efforts to obtain utilities from any location provided by LANDLORD or the servicing utility, including signing any easement or other instrument reasonably required by the utility company. As set forth above, LANDLORD reserves the right to relocate such utilities (unless utilities are to be installed underground) at LANDLORD's sole cost and expense in accordance with the provisions set forth in Section 2 of this Agreement."

8. Section 13 (Termination) of the foregoing Agreement is deleted in its entirety and the following is substituted therefor:

"13. Termination. TENANT may terminate this Agreement at any time by notice to LANDLORD without further liability if TENANT does not obtain all Approvals or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if LANDLORD fails to

have proper ownership of the Site or authority to enter into this Agreement. TENANT may terminate this Agreement without further liability at any time upon the provision of six (6) months' notice, for any other reason, in its sole discretion. Upon termination, all prepaid rent will be retained by LANDLORD unless such termination is due to LANDLORD's failure of proper ownership or authority, or such termination is a result of LANDLORD's default. Rent shall be paid up until the termination date."

9. Section 15 (Indemnity and Insurance) of the foregoing Agreement is hereby amended by adding the following to the end of the Section:

"TENANT hereby assumes all risk of loss with respect to the equipment or other personal property stored at the base station or on the Site, unless caused by LANDLORD's intentional or willful misconduct or negligence. LANDLORD will not be liable for TENANT's consequential damages in the event of a loss caused by LANDLORD."
10. Section 16 (Hazardous Substances) of the foregoing Agreement is deleted in its entirety and the following is substituted therefor:

"16. Hazardous Substances. TENANT shall have sixty (60) days from the date of execution of this Agreement to cause to be performed at TENANT's cost, with respect to the Site, any environmental tests and investigations that TENANT deems reasonable ("Tests and Investigations"). If the Tests and Investigations reveal an unsatisfactory result, in TENANT's sole discretion, then TENANT may terminate this Agreement by written notice to LANDLORD. LANDLORD shall have no obligation to remediate the Site; provided, however, that in the event any removal and/or disposal of any Hazardous Substance (as defined herein) from the Premises is required for the construction and installation of the Facility at the Site, then TENANT may elect (without obligation or liability therefor) to undertake such removal and/or disposal at TENANT's sole cost, and LANDLORD hereby agrees to execute any hazardous materials disposal manifests and all related documentation reasonably requested by TENANT in connection with the removal and disposal of any Hazardous Substance from the Premises (as defined below). In the event the Agreement is not terminated, TENANT shall take the Site "as is", except as otherwise provided for herein. For purposes of this section, "Hazardous Substance" shall mean any substance, chemical or waste, oil or hazardous material on the Site or any adjacent real estate owned by the LANDLORD (collectively, "Premises") that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. LANDLORD will not introduce or use any Hazardous Substance on the Site in violation of any applicable law subsequent to the completion of the Tests and Investigations. LANDLORD will assess and remediate (if required by a governmental authority) in compliance with all applicable laws any Hazardous Substance released by LANDLORD upon the Premises subsequent to the completion of the Tests and Investigations provided such release materially interferes with TENANT'S operations hereunder, or renders the Site unsuitable for sporadic use by employees servicing the Tower, and hereby indemnifies TENANT and holds TENANT harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the release of any Hazardous Substance on or migrating from the Premises at any time, subsequent to the completion of the Test and Investigations. TENANT will not introduce or use any Hazardous Substance on the Site in violation of any applicable law. TENANT

will assess and remediate (if necessary) in compliance with all applicable laws and hereby indemnifies LANDLORD and holds LANDLORD harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the release of any Hazardous Substance by TENANT upon the Site. Upon obtaining knowledge of a release or threat of release of any Hazardous Substance on the Premises, TENANT and LANDLORD shall each have the right to notify the applicable regulatory authorities thereof without the prior consent of the other party and to provide reasonable access to the Site to the employees, agents and contractors of such agencies and all other persons conducting response actions in accordance with applicable law. The foregoing indemnifications shall survive any termination of this Agreement and shall be in addition to any other rights which LANDLORD or TENANT may have under applicable law."

11. Section 18 (Maintenance) of the foregoing Agreement is deleted in its entirety and the following substituted therefor:

"18. Maintenance. TENANT will be responsible for repairing and maintaining the Facility and any other improvements installed by TENANT at the Site in a proper operating and a safe condition in accordance with the highest industry standards, including but not limited to the installation of precautionary signage and fencing around the base station and antenna in accordance with the rules and regulations of the Federal Communications Commission and any conditions imposed by the local zoning authority; provided, however, if any such repair or maintenance is required due to the acts of LANDLORD, its agents or employees, LANDLORD shall reimburse TENANT for the reasonable costs incurred by TENANT to restore the damaged areas to the condition which existed immediately prior thereto."

12. A new Section 21 is added to the foregoing Agreement, to read as follows:

"21. Liens. TENANT must discharge or bond off any lien filed against the Site as a result of TENANT's activities under this Agreement within thirty (30) days after TENANT receives notice that such a lien has been filed. If TENANT fails to discharge such lien, then LANDLORD, in addition to any other rights and remedies it may have, may discharge the lien and TENANT must pay upon demand any amount paid by LANDLORD for the discharge or satisfaction of such liens, including all reasonable attorneys' fees and costs."

13. A new Section 22 is added to the foregoing Agreement, to read as follows:

"22. LANDLORD'S RIGHT TO INSTALL EQUIPMENT. Notwithstanding anything to the contrary contained in this Agreement, TENANT will reserve for LANDLORD's use space on the tower (hereinafter referred to as the "Tower") to be erected by TENANT at the Site for Landlord's installation of at least two "whip" style antennas as set forth below, with the actual location and height of such antennas to be determined by mutual agreement of the parties based upon the best available antenna location at the time LANDLORD exercises LANDLORD's Option (as defined herein). At any time while this Agreement is in effect, upon thirty (30) days' prior written notice to TENANT, LANDLORD shall have the right ("LANDLORD's Option"), at

LANDLORD's sole cost and expense (but free of any rental charge), to mount equipment onto the Tower and maintain related ground equipment (collectively, "LANDLORD's Equipment") at the Site, and to use certain space designated by TENANT on the Site ("LANDLORD's Cable Space") for the installation of cable runs ("LANDLORD's Cable Runs") to connect LANDLORD's Equipment, provided: (a) the installation, maintenance and repair of any and all LANDLORD's Equipment and LANDLORD's Cable Runs shall be performed by LANDLORD or any agent or representative of LANDLORD (i) at LANDLORD's sole cost, (ii) in a safe, professional, and workmanlike manner in accordance with all applicable laws and codes, (iii) by such engineers and contractors as are acceptable to Tenant in its reasonable discretion, (iv) in the presence and under the supervision of a representative or agent of TENANT, and (v) in such a manner as will not harm, damage or adversely affect the intended use of the Facility or any related equipment; (b) LANDLORD's use of the Tower is considered appropriate based on a structural study and report (to be paid for by LANDLORD) prepared by the Tower manufacturer, or such other qualified consultant as TENANT may select, relating to the structural design limits of LANDLORD's proposed tower attachments and equipment, as determined by TENANT in its sole, good faith discretion; and (c) LANDLORD's use of the LANDLORD's Equipment will not result in any interference, technical or otherwise, with TENANT's and/or any subtenants' use of the Site. Notwithstanding the foregoing it is expressly acknowledged by TENANT that the installation on the Tower of two whip style antennas weighing up to 50 pounds each, as currently proposed by LANDLORD, can be accommodated and will not be prohibited by TENANT based on the factors listed subsection (b) of this Section 22, or otherwise.

Notwithstanding anything to the contrary contained herein, LANDLORD shall not make any alterations or modifications to LANDLORD's Equipment without obtaining the prior written approval of TENANT, which approval shall not be unreasonably withheld. All utility costs attributable to the LANDLORD's Equipment shall be paid by LANDLORD.

Notwithstanding anything to the contrary contained herein, LANDLORD shall have access to the LANDLORD's ground equipment but shall not have unsupervised access to the Tower, the LANDLORD Cable Runs or the LANDLORD Cable Space, except in the case of an emergency, in which case LANDLORD shall give prompt notice (within 24 hours) of such access. Except in the event of such emergency situation, LANDLORD agrees that it shall not enter the Site without a representative of TENANT being present.

In addition to the foregoing, in the event that LANDLORD exercises LANDLORD's Option as set forth above, TENANT agrees to pay fifty percent (50%) ("TENANT's Share") of the reasonable and actual costs of any necessary annual snow removal from TENANT's access easement (including the Proposed 12' Wide Access Drive over Existing Trail (the "Proposed Drive"), the location of which is depicted on the plans attached hereto as Exhibit A (up and until Landlord exercises said Option Tenant shall be responsible for snow removal with respect to any access road that is extended from the "Existing Gravel Access Road", including but not limited to the Proposed Drive, as depicted on Exhibit A), and TENANT will pay to LANDLORD in addition to monthly rent payments as stipulated in Section 3 of the Agreement, a monthly fee of \$200.00, in

advance, representing TENANT's Share. The payments will begin on the first day of the month following the exercise of LANDLORD's Option and will continue until the expiration or earlier termination of the Agreement, or until such time as LANDLORD is no longer operating LANDLORD's Equipment at the Site, whichever is first to occur. LANDLORD will retain all invoices in connection with said snow removal services and will annually reconcile the actual cost of the snow removal services and TENANT's Share thereof against the total monthly payments paid by TENANT for that year. Should TENANT's Share for that period be more than the total monthly payments paid by TENANT and LANDLORD can provide written proof of the overage, LANDLORD may invoice TENANT for the disparity between the two amounts. Should TENANT's Share for that period be less than the total monthly payments paid by TENANT, TENANT may either apply a credit to the next monthly payment due for any disparity between the two amounts or receive a prompt refund from LANDLORD."

LANDLORD:

Town of Avon, Connecticut

By: Philip K. Schenck, Jr.
Name: Philip K. Schenck, Jr.
Its: Town Manager
Address: Town Hall,
60 West Main St.
Avon, CT 06001
Date: 8/12/2001

TENANT:

Sprint Spectrum L.P. d/b/a Sprint PCS

By: D. Mueller
Name: Don-Mueller-Director East-Site-Delivery
Its: Director, Site Development - Northeast
Date: 11/13/01

THOMAS KINCAID
SITE DEVELOPMENT MANAGER
NEW ENGLAND - WEST

Prepared by: Denise Scherer
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 9538

Parcel ID: Map 16, Lot 2810277

**AMENDMENT TO CELLULAR/WIRELESS
COMMUNICATIONS LEASE AGREEMENT**

**THIS AMENDMENT TO CELLULAR/WIRELESS COMMUNICATIONS
LEASE AGREEMENT** ("Amendment") is executed this _____ day of _____, 2021, by and between the **Town of Avon, a municipal corporation**, having a principal office located at 60 West Main Street, Avon, Connecticut 06001 ("Landlord") and **SBA 2012 TC Assets, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Tenant").

WHEREAS, Landlord and Sprint Spectrum L.P., a Delaware limited partnership, d/b/a Sprint PCS, entered into that certain Cellular/Wireless Communications Lease Agreement, dated November 2, 2004, as evidenced by that certain Memorandum of Agreement dated November 2, 2004, and recorded November 5, 2004, in Vol. 510, Page 362, and assigned to Tenant, f/k/a TowerCo Assets LLC, a Delaware limited liability company, successor by merger to Tower Entity 2 LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Lease dated September 23, 2008, and recorded January 8, 2009, in Book 583, Page 644; both recordings of the Official Records of the Town of Avon, Hartford County, Connecticut, as amended and assigned from time to time (collectively, "Agreement") for Tenant's use of a portion of the real property ("Site") located at 277 Huckleberry Hill Road, Avon, CT 06001 ("Property"), being more particularly described in the attached Exhibit "A"; and

WHEREAS, a cellular/wireless communications tower is currently located at the Property but Landlord and Tenant desire to relocate the Site on the Property in order to address coverage deficiencies in Landlord's public safety communications system which improvements will require an increase in the height of the facility to no greater than one hundred fifty (150) feet; and

WHEREAS, Landlord and Tenant desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration of One Hundred and No/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 2. Premises and Use**, of the Agreement is hereby amended as follows:

Landlord and Tenant hereby agree that Tenant shall be permitted to relocate the 10,000 square foot Site to a mutually agreeable location, which relocation shall include an increase in tower height of a minimum of ten (10) additional feet, but in no event shall the relocated facility height be more than one hundred fifty (150) feet, together with the necessary non-exclusive access and utility easement required to access the relocated Site (collectively, the "Relocation").

2. **Section 3. Term**, of the Agreement is hereby amended as follows:

In addition to the Renewal Terms as referenced in the Agreement, the Agreement is hereby amended to include six (6) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless Tenant notifies Landlord of its intention not to renew the Agreement at least 90 days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on November 2, 2029 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on November 1, 2029.

3. **Section 4. Rent**, of the Agreement is hereby amended as follows:

Commencing upon installation of Landlord's radio equipment onto the relocated cellular/wireless communications tower, or eighteen (18) months from completion of the Relocation and written notification from Tenant to Landlord that Landlord may install its radio equipment, whichever is earlier, the Rent and any escalations pursuant to the terms of the Agreement shall be abated (the "Abatement") for a period that will end once the Relocation has been completed and Tenant has recovered from Landlord a capital contribution

(“Landlord’s Capital Contribution”) not to exceed \$231,790 in abated Rent (the “Abatement Period”). Landlord’s Capital Contribution will be used by Tenant to cover the costs of design, permitting and construction relative to the Relocation. Tenant shall not assess interest payments on the Landlord’s Capital Contribution.

At the conclusion of the Abatement Period, Tenant shall prepare a reconciliation of the actual Rent abated in comparison to Landlord's Capital Contribution of approximately \$231,790. Tenant shall pay Landlord for the amount that the actual Rent abated is greater than Landlord's Capital Contribution. Rent payments to Landlord and any escalations shall resume upon the expiration of the Abatement Period according to the terms of the Agreement.

At any time during the Abatement Period, Landlord may elect to pay out the outstanding balance of Landlord's Capital Contribution in the form of one or more lump sum payments. Tenant shall provide Landlord with an accounting of the rent abated to date and the outstanding balance owed to Tenant. Rent payments to Landlord and any escalations shall resume upon Tenant's receipt of Landlord's outstanding balance in full.

4. **Section 6. Assignment and Subletting**, of the Agreement is hereby amended as follows:

The Abatement shall not include any revenue sharing ("Revenue Sharing") on the Gross Revenue Payments that are currently being paid by Tenant to Landlord; however, Landlord and Tenant agree that no Revenue Sharing shall be due for any current or future sublease with Verizon throughout the term of this Agreement.

5. **Section 8. Notices**, of the Agreement is hereby amended as follows:

If to Landlord: Town of Avon
60 W. Main St.
Avon, CT 06001-3719

If to Tenant: SBA 2012 TC Assets, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: CT46143-A/Burlington - Avon Landfill

6. **Section 9. Compliance with Laws** of the Agreement is hereby amended as follows:

Tenant shall comply with all federal, state and local laws, rules and regulations applicable to the Facility and Tenant's operations, including without limitation all applicable rules and regulations of the FCC, Federal Aviation Authority, Connecticut Siting Council ("CSC") or local agency having jurisdiction over the operation hereunder, and any other applicable electrical or other federal, state and local laws, codes, rules or regulations ("Laws"). Tenant shall proceed promptly to obtain approval from the CSC and all other regulatory approvals upon the execution of this Agreement. Landlord shall have no responsibility for the licensing, installation, operation or maintenance of the Equipment. Tenant shall provide Landlord with copies of all applications and construction permits and licenses filed with governmental authorities, and any and all amendments or renewals thereof, at the time of filing. Tenant shall not make any filings (or amendments to filings) relating to the Facility without Landlord's prior approval, which approval shall not be unreasonably withheld.

7. **Section 13. Termination** of the Agreement is hereby deleted in its entirety and replaced with the following:

Tenant may terminate this Agreement at any time by notice to Landlord without further liability if Tenant does not obtain all approvals or any easements required from any third party to operate the relocated cellular/wireless communications tower, or if any such approval is cancelled, expires, is withdrawn or terminated, or if Landlord fails to obtain authority to enter into this Agreement. Tenant may terminate this Agreement without further liability at any time upon the provision of six (6) months' notice, for any other reason, in its sole discretion. Upon termination, any Rent paid in accordance with Section 4 of the Agreement will be retained by Landlord unless such termination is a result of Landlord's default. Unless termination occurs during the Abatement Period, Rent shall be paid up until the termination date.

Notwithstanding the above, if Tenant fails to complete the Relocation as stipulated in Section 2 of the amended Agreement, Landlord shall not be held liable for any of Tenant's costs, including Landlord's Capital Contribution, associated with the Agreement or this Amendment and Landlord shall have the right to lease or use the Site.

8. **Section 22. Landlord's Right to Install Equipment** of the Agreement is hereby amended to include:

In addition to the foregoing, Landlord and Tenant acknowledge that Landlord shall have the right to install Landlord's radio equipment at the height of one hundred thirty (130) feet on the relocated cell tower to meet the Town of Avon's public safety objectives.

9. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
10. This Amendment will be governed by and construed and enforced in accordance with the laws of the State of Connecticut without regard to principles of conflicts of law.
11. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
12. Landlord acknowledges that the attached Exhibit "A" may be preliminary or incomplete and, accordingly, Tenant may replace and substitute such Exhibit "A" with an accurate survey and legal descriptions of the Site and easements and re-record this Amendment without obtaining the further approval of Landlord. Following such re-recording, the descriptions of the Site and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
13. Landlord represents and warrants to Tenant that Landlord is the sole owner in fee simple title to the Site and easements and Landlord's interest under the Agreement and that consent or approval of no other person is necessary for Landlord to enter into this Amendment.
14. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
15. Tenant shall have the right to record this Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

LESSOR:

Town of Avon, a municipal corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF CONNECTICUT

COUNTY OF _____

On this the _____ day of _____, 2020, before me, _____, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of the Town of Avon, a municipal corporation, and that he/she as such _____, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as _____.

In Witness whereof I hereunto set my hand.

Notary Public
My Commission Expires _____

(NOTARY SEAL)

WITNESSES:

Print Name: _____

Print Name: _____**LESSEE:**

SBA 2012 TC Assets, LLC, a Delaware limited
liability company

By: _____

Martin Aljovin
Vice President - Asset Optimization

STATE OF FLORIDA**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this _____ day of _____, 2020, by Martin Aljovin, Vice President - Asset Optimization of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me and did not take an oath.

Notary Public
My Commission Expires _____

(NOTARY SEAL)

EXHIBIT 'A'

Legal description to be incorporated upon receipt of final survey.

certain piece or parcel of land with all improvements thereon, and together with all easements and rights appurtenant thereto, located in the Town of Avon, County of Hartford and State of Connecticut and being more particularly bounded and described as follows:

Commencing at a point marked by an iron pin set in the Westerly line of Edward Street in said Town of Avon which pin marks the Northeasterly corner of land now or formerly of Theodore and Waldimar Olson; thence running South 81° 28' 35" W along said land now or formerly of Theodore and Waldimar Olson a distance of 1301.73 feet to an iron pin; thence running South 81° 30' 16" W along said land now or formerly of Theodore and Waldimar Olson and land now or formerly of Bistberg Poultry Farm, Inc., in part by each in all a distance of 827.61 feet to an iron pin; thence running South 88° 47' 28" W along said land now or formerly of Bistberg Poultry Farm, Inc. a distance of 399.14 feet to an iron pin in the Easterly highway line of New Road; thence in a curve to the right having a radius of 548.69 feet a distance of 6.92 feet to an Avon highway monument; thence running North 04° 29' 45" W a distance of 849.91 feet to an Avon highway monument; thence running North 07° 38' 00" W a distance of 191.42 feet to an Avon highway monument the last three courses being along the Easterly highway line of said New Road; thence running North 81° 59' 10" E a distance of 374.81 feet to an iron pin; thence running North 80° 30' 30" E a distance of 330.41 feet to an iron pin; thence running North 82° 05' 20" E a distance of 119.92 feet to an iron pin the last three courses being along land now or formerly of Charles and Annie Katzung; thence running North 79° 57' 50" E along said land now or formerly of Charles and Annie Katzung, and land now or formerly of Waldimiar Rynicki, in part by each in all a distance of 1230.46 feet to an iron pin; thence running South 15° 15' 00" E a distance of 464.30 feet to a point; thence running North 79° 09' 20" E a distance of 380.43 feet to an iron pin set in the Northwesterly highway line of Edward Street the last two courses being along land now or formerly of Waldimar Olson; thence running South 16° 42' 20" W a distance of 108.39 feet to an iron pin; thence running South 12° 42' 50" E a distance of 125.10 feet to an iron pin; thence running South 06° 14' 10" E a distance of 488.88 feet to the iron pin at the point or place of beginning the last three courses being along the Northwesterly and Westerly highway lines of Edward Street.

Said Parcel contains 61.3 acres.

The aforesaid parcel are more particularly shown on a certain map entitled: "F. W. Whittemore, Jr., Land Surveyor Avon, Conn. Map Showing Property of the Estate of Elizabeth White Avon, Conn. Scale 17.- 100' Dec 1958 R.E.J. M-58-106" Certified substantially correct by F. W. Whittemore, Jr., Land Surveyor.

Peter Agapoglou
253 Huckleberry Hill Road
Avon, CT 06001

Thomas P. Armstrong, Jr. &
Julie Armstrong
19 Berkshire Crossing
Avon, CT 06001

Robert A. Baldwin Trustee &
Fern Fitzgerald
15 Kenington Road
Avon, CT 06001

Butler Village LLC
901 Main Avenue
Norwalk, CT 06851

Christopher R. Calma
73 Westbury
Avon, CT 06001

Jazelle J. Campbell &
Christopher Campbell
8 Heathcote
Avon, CT 06001

Joseph A. Capozzoli &
Juliana Thompson
22 Berkshire Crossing
Avon, CT 06001

Charles F. Carrier
7 Berkshire Crossing
Avon, CT 06001

Carrier Enterprises Inc.
117 Birch Street
Southington, CT 06489

Mohit & Susan Chadha
31 Westbury
Avon, CT 06001

Joshua & Heather Chard
263 Huckleberry Hill Rd.
Avon, CT 06001

Sandra L. Connelli
15 Heathcote
Avon, CT 06001

Christopher & Margaret Cooper
7 Heathcote
Avon, CT 06001

David T. & Pamela Cunningham
18 Berkshire Crossing
Avon, CT 06001

Anthony Devito, Jr.
286 Huckleberry Hill Road
Avon, CT 06001

Cynthia G. Ebanks &
Desmond W. Ebanks Trustees
16 Heathcote
Avon, CT 06001

Eric & Sharon Finucane
18 Westbury
Avon, CT 06001

Leroy E. Fitting, Jr. &
Debra L. Fitting
84 Westbury
Avon, CT 06001

Michael R. Galati
14 Berkshire Crossing
Avon, CT 06001

Gregory M. & Tracy Godbout
23 Berkshire Crossing
Avon, CT 06001

Alan D. & Lisa A. Gore
245 New Road
Avon, CT 06001

Barry J. & Kristen Grant
434 New Road
Avon, CT 06001

Andrew & Paulina Gromowski
431 New Road
Avon, CT 06001

Robert E. & Beth Hamilton
246 New Road
Avon, CT 06001

Elizabeth Ann Henry &
Michael J. Dugan
14 Wiltshire Lane
Avon, CT 06001

Stephen S. Hill
652 New Road
Avon, CT 06001

Jason & Alison Hoefer
17 Westbury
Avon, CT 06001

Lukas & Carolyn Hovorka
46 Westbury
Avon, CT 06001

Varun Jain
9 Wiltshire Lane
Avon, CT 06001

Clifford V. Johnson &
Karren B. Slade
265 New Road
Avon, CT 06001

James P. & Jordana Kennedy
291 Huckleberry Hill Road
Avon, CT 06001

Elaine D. Kittler
2 Heathcote
Avon, CT 06001

Kristen Kowalski
79 Westbury
Avon, CT 06001

James A. Lavallee
23 Westbury
Avon, CT 06001

David L. & Hannah V. Lawton
250 New Road
Avon, CT 06001

Brian R. & Elizabeth A. Loveless
83 Westbury
Avon, CT 06001

Francesco & Barbara E. Lupis
9 Westbury
Avon, CT 06001

Diane C. & Russell J. Maida
264 New Road
Avon, CT 06001

John J. & Dorothy S. Marks
280 Huckleberry Hill Road
Avon, CT 06001

Paul Steven & Carolyn Marshall
27 Berkshire Crossing
Avon, CT 06001

Gary Maynard
Charlene Bleakley
252 New Road
Avon, CT 06001

Metropolitan District
P.O. Box 800
Hartford, CT 06142

Benjamin T. & Karla Mezera
26 Westbury
Avon, CT 06001

Calvin W. Moore, Jr. &
Beverly Moore
4 Westbury
Avon, CT 06001

James T. Moore
7 Ledgewood Drive
Farmington, CT 06032

Steven C. & Kelly S. Nattrass
87 Westbury
Avon, CT 06001

Monica T. Nicholas Trustee
91 Westbury
Avon, CT 06001

Kenneth J. & Lizbeth A. Papa
271 Huckleberry Hill Road
Avon, CT 06001

Joseph D. & Charlene U. Plourde
248 New Road
Avon, CT 06001

Jane R. Porterfield Trustee
261 New Road
Avon, CT 06001

Elaine Poulos
22 Burnham Street
Plainville, CT 06062

Michael S. Rednor
6 Berkshire Crossing
Avon, CT 06001

Margaret Ann Ross-Harmon
4 Heathcote
Avon, CT 06001

Thomas M. & Victoria Skovran
254 Huckleberry Hill Road
Avon, CT 06001

Ilias Tadorian &
Bettie Petridis
70 Westbury
Avon, CT 06001

Raj Vadlamudi &
Neeraja Mukiri
10 Berkshire Crossing
Avon, CT 06001

Suthaharan Velauthapillai &
Aruna Ganesharatnam
258 New Road
Avon, CT 06001

Kevin E. & Sara B. Verge
61 Westbury
Avon, CT 06001

Devinder Verman &
Ramneek Kaur
21 Berkshire Crossing
Avon, CT 06001

Collin T. & Erin F. White
67 Westbury
Avon, CT 06001

Richard A. Williams
170 Todd Hollow Road
Plymouth, CT 06782

Peter Woods
6 Wiltshire Lane
Avon, CT 06001

Joseph J. Zarb
Carol Ferrara-Zarb
26 Berkshire Crossing
Avon, CT 06001

Dennis & Elizabeth Matthew
90 Westbury
Avon, CT 06001

Follow-Up Questions to Town of Avon Responses to residents' questions regarding the proposed approx. 150' Structure

The relevant question and answer have been copied, and a follow-up question or request included.

Town of Avon responses are in red.

Q1: Please provide simulated photos of what the tower will look like from the houses located at Berkshire Crossing and all other angles.

A1: Photos are not available at this time but may be required as part of SBA's application to the Siting Council.

It is improper and unacceptable that the town does not provide a simulated photo of the entire structure and tree line before the hearing so that Avon residents are properly informed of their proposal. The shape, dimensions, and physical characteristics of what is attached to the tower are material facts to this issue. Please provide it as soon as possible and advise when we should expect it to be provided.

Town of Avon: A rendering of the proposed tower has been provided. The applicant will prepare photo simulations if requested by the Siting Council.

Q12: Will the commercial carriers relocate the same equipment onto the new tower? If not, what will stop the carriers from increasing their "power?"

A12: This level of design has not been completed. "Power" is regulated by the FCC and the Siting Council.

Since the design is not complete as stated in the town's response, the impact on residents and Buckingham Park users is not known and the vote by the Avon Town Council to amend the agreement should not occur until all salient information is known. Please confirm the vote will only occur until after the design specifics and impacts are known.

Town of Avon: This level of design will not be completed until an application to the Siting Council is prepared. An application cannot be prepared until the lease is amended.

Q17: Why did Canton deny the Town's application to replace the communications structure currently located at 170 Kingswood Drive?

A17: No reason was given. The benefit to both communities was clear. Unfortunately, public safety officials in Canton were not provided the opportunity to provide comment in a public forum.

We understand the Canton Town Council denied Avon's request regarding the structure at 170 Kingswood Drive because discussion between the towns broke down. We understand from Canton that Avon would not engage with them to provide a solution

that benefited both towns. Avon needs to go back to Canton now, have the proper conversation, and determine if 170 Kingswood could happen as of today. Avon has already stated 170 Kingswood Drive is the best solution. Please confirm that you will meet with the Town of Canton to seriously explore this solution today before amending the SBA agreement.

Town of Avon: This characterization of Avon's dealings with Canton is incorrect.

Q31: Has there been an independent study on the minimum height required for the Town's public safety communications system?

A31: Motorola has determined that this is the height necessary (130 foot tower plus three 16 foot whip antennas) to meet our coverage requirements. An independent study is unnecessary.

Please provide the Motorola study regarding the required height of the structure so that town residents and relevant experts can review the basis for their conclusion.

Town of Avon: A response to this question has been provided.

Q33: Why did this project go out to referendum for voter approval without the specified sites being secured? Why didn't the Town have a back-up plan in place in the event a site was not approved for use?

A33: Project approval and funding was needed from Avon voters before proceeding through the permitting process. The mutual benefit of the improvement to the Kingswood Drive location was clear and Avon and Canton have a good history of cooperation. Furthermore, the timing was right to include the project with the turf field question so the public could vote on both at the same time.

The referendum language does not support building the 150-foot structure at the Huckleberry Hill Location. Please confirm the timing of the new referendum, and residents would like to input on its wording given the new issues raised with the commercial users of the tower.

Town of Avon: The issue before the Town Council is the amendment of an existing lease agreement. We have not yet determined if a second referendum would be required let alone when.

Q36: What is the zoning law on the books for the maximum height of a tower in Avon?

A36: The Avon Zoning Regulations, like all zoning regulations in CT have no authority over a commercial application. Per State Law, that authority is reserved for the CT Siting Council. The CSC will have jurisdiction over this application as well. The application is required to meet all federal standards for power output.

The only authority the Town's Planning and Zoning Commission has in this matter is a review of the application under Section 8-24 of the CT General Statutes where it will be asked whether the application is in conflict with the Plan of Conservation and

Development. That application has not yet been made.

Cell towers are part of the Avon Zoning Laws, and commercial towers are regulated: See Chapter 7, Section 4 of the Avon town Zoning Regulation. The town admits section 8-24 of the CT General Statutes must be considered as shown below:

"No municipal agency or legislative body shall (1) locate, accept, abandon, widen, narrow or extend any street, bridge, parkway or other public way, (2) locate, relocate, substantially improve, acquire land for, abandon, sell or lease any airport, park, playground, school or other municipally owned property or public building, (3) locate or extend any public housing, development, redevelopment or urban renewal project, or (4) locate or extend public utilities and terminals for water, sewerage, light, power, transit and other purposes, until the proposal to take such action has been referred to the commission for a report.....

The Avon zoning council needs to have a public hearing and consider its own zoning laws, as well the criteria for the "commission". Please confirm the day and time of the public meeting where this zoning issue will be discussed.

Town of Avon: The Planning & Zoning Commission will complete a review under Section 8-24 of the Connecticut General Statutes. The 8-24 review focuses solely on whether or not the application conflicts with the Town's Plan of Conservation and Development (POCD).

The meeting of the Planning & Zoning Commission during which the Commission will complete the 8-24 review has not yet been determined. The Commission's meeting calendar and agendas are available here: www.avonct.gov/planning-zoning-commission.

Q38: Can someone provide a summary of what will happen following the September 2nd meeting?

A38: The public hearing has been rescheduled to October 7th. Assuming local approvals, SBA would proceed to file the necessary application with the Siting Council. Assuming the Siting Council approves the application, SBA would begin construction. Once the new tower has been constructed, the Town would install the equipment for the public safety system. Exact timelines for each step in the process are unknown.

Please update the order of events in your Questions and Answers including the zoning issues.

Town of Avon: There is no update available at this time.

Q46: How long have the current FCC standards been in effect? Are these standards outdated?

A46: These standards do not fall under the Town's jurisdiction. In fact, Section 704 of the Telecommunications Act of 1996 states that, "No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio

frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."

Amending the current lease to increase the structure height to approx.150 feet and allow unlimited transmission equipment on the structure implicates the visual character of the town as well as general safety issues and needs to be considered by the Avon Town Council. Avon is making this change to the lease voluntarily and can find another location or technology solution. Please confirm the Council will consider these factors on the record when deciding whether to amend the tower contract.

Town of Avon: An answer to this question has already been provided.

Q49: Are there other technologies that could be used to achieve the Town's needs that wouldn't require the tower? Could the Town attach its antenna to a different type of structure?

A49: No.

Avon should issue a new RFP given the facts and circumstances have changed from what was the passed in the original referendum. There are other technologies that exist (e.g., satellite phones, short towers, small cells etc.). Please confirm the town will issue a new RFP to get the latest information for its solution. Please provide copies of the submissions from vendors to the prior RFP.

Town of Avon: The project as designed is still the preferred solution. Please contact John Zematis at (860) 409-4251 to make an appointment to review the documents.

Q50j: Please provide the official specs for the projects, including (but not limited to): Motorola's "height required" proposal document for "adequate coverage."

A50j: Public safety systems are designed to meet a specified delivered audio quality (DAQ) in 95% of the coverage area, in this case the Town's boundaries. The tower at 130 feet is necessary to achieve this objective.

From Motorola Solutions: "During the coverage acceptance test, the Town of Avon service area is divided into equal sized grids, typically 0.25 Mi x 0.25 mi. These represent the test tiles. Every effort is made to test every test tile. However, some of the test tiles will be inaccessible, due to no road access, private property, a water body or some other reasons that prevent the test teams from accessing all the test tiles. When the coverage acceptance test is complete, there will be a total number of tiles tested. The service area reliability is calculated by dividing the total number of tiles tested by the number of tiles that met or exceeded the channel performance criteria, or CPC, whether that's DAQ 3.0 or DAQ 3.4. So if there were 100 test tiles and 95 met or exceeded the CPC, then the service area reliability would be 95%. We typically strive to achieve 95% service area reliability for public safety radio systems."

Motorola admits they are striving for only 95% coverage. What is the current town coverage and how are you addressing the planned coverage gap of 5% or more? Will you consider other technology solutions that would fill your new gap instead of the Motorola equipment?

Town of Avon: Federal Engineering's initial evaluation confirmed that the current system experiences coverage gaps and dead spots, most notably in areas on the west side of Town. During an analysis of the Town's current system coverage, it was noted that only about 76% of transmissions initiated by first responders using a portable inside an average building are understandable, with repetition rarely required (delivered audio quality [DAQ] of 3.4 or better). About 15% have a DAQ between 3.4 and 2.0, meaning that speech may be understood with effort, with frequent repetition needed due to noise or distortion. The remaining 9% of transmissions have a DAQ of less than 2.0, meaning that the transmission is unusable, with speech unintelligible. While on-street coverage under the current system is generally stronger than in-building coverage, there are areas, particularly on the west side of Town, with no in-building or on-street coverage at all.

Additionally, the analysis confirmed that the current system does not have the functionality, features or security of a modern public safety grade communications network. For example, the system does not allow direct interdepartmental communications, or direct communications with neighboring communities. The system also lacks modern ease of use features that are essential for safe and efficient emergency response. In short, the system is not suitable for modern public safety use.

Q58: Has the town notified ALL residents regarding this issue, given its proximity to a popular children's playground and community sports fields? Please provide the supporting communication plan for the Town of Avon residents for this topic/public hearing

A58: The public hearing has been/will be noticed as required by law.

Since this new, larger tower and structure with increased emissions would impact hundreds of children who utilize the playground and sports fields located only a few hundred feet from the proposed tower, many of whom are town residents, the town should publicize the public hearing in October to all residents. This includes members of Avon public school teams and other Avon youth sports leagues using the field, whose parents should be notified. It is the right thing to do if you are trying to get true resident input. Please confirm how you will publicize the public hearing and issues raised by residents to all the Avon Town residents.

Town of Avon: The public hearing will be noticed as required by law.

Q60: Once the tower is approved to 150 feet, would the town be required to inform the residents of new tenants (wireless service providers, broadcasters, and other companies) added to the tower? (i.e., increase in Antennas, Antenna Arrays per tower,

Amplifier, Ground units, Power Supplies, general radio frequency emission increases, etc.)

A60: No. The Town would not be required to make such a notification. SBA, as the tower owner, will be required to follow any notification requirements set forth by the CT Siting Council or the FCC.

This project is labeled as Public Safety Communication, yet the pole is being increased in size, allowing it to house additional commercial carriers that could not fit prior. Whether that is the intent or not, that is the outcome of this lease amendment.

Per the draft SBA contract, it does not appear that Avon is doing anything to protect its residents and leaving it open to CT Siting Council limits.

Please provide a list of the restrictions/protections that Avon is putting in place to protect its residents, outside of allowing the CT siting council and SBA to dictate. Please let us know if the total structure of 150' defined in the contract also includes antennas? Or the tower structure itself?

Town of Avon: The proposed lease amendment indicates that the total structure may not exceed 150 feet. This includes the antennas. As currently proposed, the tower structure will be 130' high and the whip antennas at the top of the structure will be 16' high.

Q62: Would it be possible to utilize the Company 4, Avon Volunteer Fire Department building, located on Huckleberry Hill, as an antenna or tower to solve the emergency services gap?

A62: No. This location was not selected due to its lower ground elevation (380 feet vs 510 feet at the Transfer Station site).

Canton, Farmington, Simsbury, Burlington and other neighboring towns place their public safety antennas on firehouse property locations. Some disguised as flagpoles. It should not be assumed that the 100-foot ground elevation difference would make this site ineligible without a proper evaluation. This location would remove the commercial element of SBA on 277 Huckleberry and would better align with the "Public safety communication" ultimate goal. Please provide the official coverage report on this location.

Town of Avon: No such document is available.

Q67: Please provide the impact to property value analysis report.

A67: No such report is available.

Please create and distribute a property value analysis report. This will negatively affect the tax base of impacted houses for the town and is a relevant fact. The town needs to consider its lost tax revenue as part of the issue. The town board can deny the amendment, and another solution can be found.

Town of Avon: This question has been answered.

TOWN OF AVON
Town and Public Safety Communication System
Replacement Project
Huckleberry Hill Cell Tower Site

Q1: What is the background of this project?

A: In 2016, following a competitive selection process, the Town contracted with a third-party consultant, Federal Engineering, to evaluate the Town's public safety communications system. The consultant's evaluation confirmed that the current system experiences significant coverage gaps and lacks the functionality, features and security of a modern public safety grade communications network. The consultant recommended that the Town implement a 700MHz communication system meeting the Project 25 (P25) standard. The stakeholder committee working with the consultant agreed with the recommendation.

In 2017, a bid specification for the proposed system was prepared and publicly advertised. The Town selected Motorola as its vendor based on the results of this process. In December 2018, an appropriation of \$3,890,000 was approved at referendum to fund the cost of the project. The project scope included the installation of the system, including dispatch consoles, user devices and improvements to existing tower sites on Kingswood Drive and Deercliff Road.

Q2: What happened next?

A: Following the approval of the project at referendum, the first step that the Town took was to obtain the necessary licensing through the Federal Communications Commission. Licensing was secured in summer 2019.

Next, the Town looked to obtain permit approvals for the modifications to the tower sites that were specified in the project scope. One goal of the project is to fill in areas of town where the radio coverage is poor. To achieve this goal, part of the proposed solution included replacing the tower on Kingswood Drive with a taller structure. The Town's existing tower located on Kingswood Drive is approximately 200 feet over the town line in Canton. The site is owned by CT Water and Village Developers. The Towns of Avon and Canton have had an easement agreement for the property since 1998 to construct, operate, repair, maintain and replace a communication antenna and facility on the site for public safety purposes. Modification to the site requires approval by each town. In January 2020, Canton denied Avon's request to make the modifications needed to accommodate the new system.

Q3: Then what?

A: The loss of the Kingswood Site required the Town to find another location that would provide radio coverage to the area to the west of the Northington ridge. The land west of West Avon Road in Avon is almost exclusively zoned residential and open space. Several alternate locations to the Kingswood Drive site were considered but ultimately the Town determined that the best solution would be to utilize the existing cell phone tower located at 277 Huckleberry Hill Road, the Avon Transfer Station ("landfill site"). A presentation that provides additional background on several

of the alternative sites considered can be found in the October 7, 2021 Town Council minutes. The minutes can be found [HERE](#).

Q4: What is the background of the cell tower at this site?

A: In 2004, the Town entered into an agreement with Sprint to locate a commercial cell tower at the rear of the landfill site. The existing tower location is circled in red on the photograph below which is a screen shot from the Town's Geographic Information System. The lease agreement was subsequently assigned to SBA. The existing pole is 100' tall and has three wireless carriers. SBA pays the Town revenue sharing and rent. The existing pole is not tall enough for the Town to achieve its public safety objectives. As a result, the Town approached SBA about the possibility of amending the agreement and allowing a taller pole to be installed.



Q5: Why is this site important for the public safety radio system?

A: All public safety radio systems use "sites" to extend the range of the portable and mobile radios our police, firefighters, and emergency medical personnel use. The radio equipment at the tower sites receive and transmit communications from the field units back to the dispatch center. The location of the tower sites is critical to providing that link from the first responder back to the dispatcher and other first responders. In searching for a new site, the committee looked to co-locate on existing towers to avoid developing a new "green space" tower location. The Landfill is centrally located between the northern and southern borders of Avon and will provide coverage to the west of the Northington ridgeline and along the Farmington River. In addition, the site at the landfill complies with state law which will be important when applying to the CT Siting Council for final approval. Connecticut General Statute 16-50 aa (a) provides:

"The General Assembly finds that the sharing of towers for fair consideration whenever technically, legally, environmentally and economically feasible, and whenever such sharing meets public safety concerns, will avoid the unnecessary proliferation of towers and is in the public interest."

Q6: What is the arrangement with SBA?

A: Following many months of discussions, an agreement was reached whereby SBA would agree to remove the existing pole and install a new pole within the existing 60' x 60' leased area. The new pole would measure 130' and allow for two antennas for the public safety system to be mounted at the top. The antennas are 3" diameter light blue fiberglass and approximately 16 feet long. An additional flat panel antenna would be mounted just below. The existing commercial cellular antennas would be moved at their existing heights to the new tower. A drawing of the proposed structure can be found to the right.

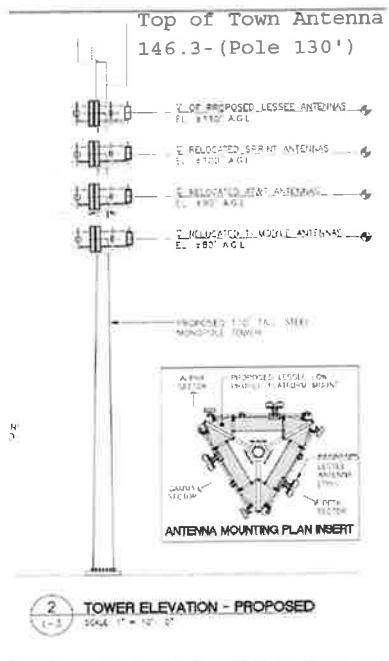
Under the terms of the amended agreement, the Town would share the cost of the tower replacement with SBA by temporarily forgoing the rent that would otherwise be received. The Town will continue to receive revenue sharing for the use of the property. With the increased height of the structure, and the Town's public safety equipment installed at the top, there would likely be room for one more commercial cellular carrier. The Town will not receive revenue sharing from this one new carrier in the event that carrier is Verizon. All other rent and revenue sharing will continue to be received once the Town's contribution to the project is met.

Q7: Why is this a good deal?

A: Under this arrangement, the Town will avoid the cost of building a second tower at the same location which is estimated to cost approximately \$500,000. In comparison, the lease amendment stipulates that the Town will contribute about \$162,253, or 32% of the construction costs, towards SBA's new tower in the form of rental abatement over a period of years.

The likely addition of an additional commercial cell carrier will improve cell coverage for the public. The visual impact of the taller pole at this location is much less visually intrusive than other locations considered. Furthermore, as this is an existing site, the development cost is significantly less than other alternatives considered. As an example, one possible alternative location is to install a tower on Town open space property known as the Foundland on Windsor Court. The development cost of this site is estimated to be approximately \$1 million and a pristine open space property would be significantly impacted. As this is at the top of the ridge, it would be visible from a large area of Town.

If the landfill cell tower is not replaced and lengthened, the Town cannot co-locate on the existing pole as the available space on the current pole does not provide enough height. A second tower with related infrastructure would need to be constructed at the landfill property for the public safety system. The existing agreement with SBA would remain in place and the existing 100' tower with the three cell carriers will remain.



Q8: Specifically, what is the visual impact of the proposed pole?

A: The Town contracted with a third party to prepare to-scale photo simulations of the proposed pole. The simulations are included at the end of this FAQ document.

Q9: What approvals have occurred and why?

A: Even though this is an amendment to an existing agreement, and does not materially change the use of the property, it was determined that a public hearing would be conducted. While not required, a neighborhood meeting with those in the vicinity of the site was held in August. A public hearing was noticed for September but delayed until October 7th at the request of neighbors.

To allow for extended discussion with the community, perform additional analysis of alternative sites and continue negotiations with SBA, the Town Council extended the public hearing to a special meeting on November 17th. During the hearing in November, new solutions were proposed to the Town by an engineer hired by a group of neighbors in the vicinity of the tower. The Town Council closed the hearing but elected to delay a vote on the amendment to allow the Town to meet with the resident's hired engineer (Mr. Maxson) and investigate the alternatives that he suggested.

At the January 6th Town Council meeting, the Town Council received a presentation from staff regarding the Town's analysis of Mr. Maxson's suggested alternatives. The Council also heard additional comments from the public. The Council subsequently voted unanimously to approve the amended agreement with SBA in January. Minutes of all of the meetings where this topic was discussed are available [HERE](#). In addition, all attachments referenced and all documents related to the project are available to the public upon request.

Following the approval of the lease amendment, Connecticut General Statutes Section 8-24 requires the review of the Planning and Zoning Commission to ensure that there is no conflict with the Town Plan of Conservation and Development. At its January 11th meeting, the Planning and Zoning Commission unanimously determined that there was no conflict with the POCD. Minutes of the discussion can be found [HERE](#).

Q10: What happens next and what is the overall status of the project?

A: The need for a new system remains. With the approval of the lease amendment, SBA will apply to the CT Siting Council which is the state agency that has jurisdiction and final approval over commercial cellular projects. While this is occurring, the Town will continue to work with its third party consultant, Federal Engineering, and Motorola to finalize the design and cost estimates for the public safety radio system. The system design greatly depends on the locations of the tower sites and progress on the project has stalled while determining where the towers would be located. Motorola is preparing two designs: (1) a "campus" system using WFSB, Ridgewood Road and the Landfill in a stand-alone system; and (2) a 2-site add-on to the State's CLMRN statewide public safety system using the existing Troop H site on Talcott Mountain, Ridgewood Road and the Landfill. Once the project designs and pricing have been revised, they will be reviewed by the Town and Federal Engineering and a recommendation on how to proceed will be presented to the

Town Council. Note that all design solutions include a tower at the Landfill property to provide coverage on the west side of town.

Q11: Why can't an alternate spot away from neighborhoods be considered?

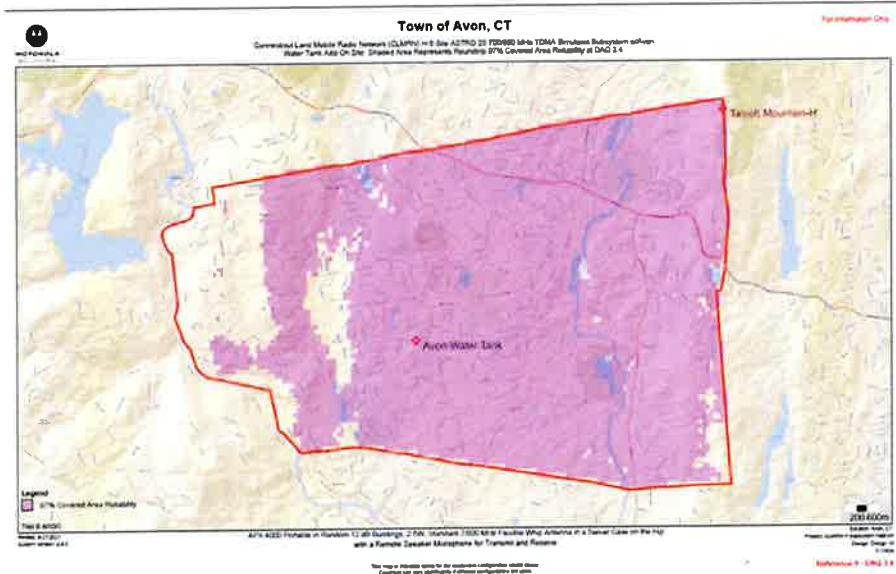
A: Several other sites were investigated. The benefits of the selected site are addressed above. Other locations were addressed in the presentation at the October 7, 2021 Town Council Meeting. The slide deck is included in the meeting minutes which can be found [HERE](#).

Q12: Can the height of the pole be increased without the Town's approval?

A: No. The height of the pole is governed by the agreement with SBA. The height cannot be increased without the Town's approval

Q13: Why is the landfill still the preferred location if it doesn't address the issue of the dead zone at Roaring Brook?

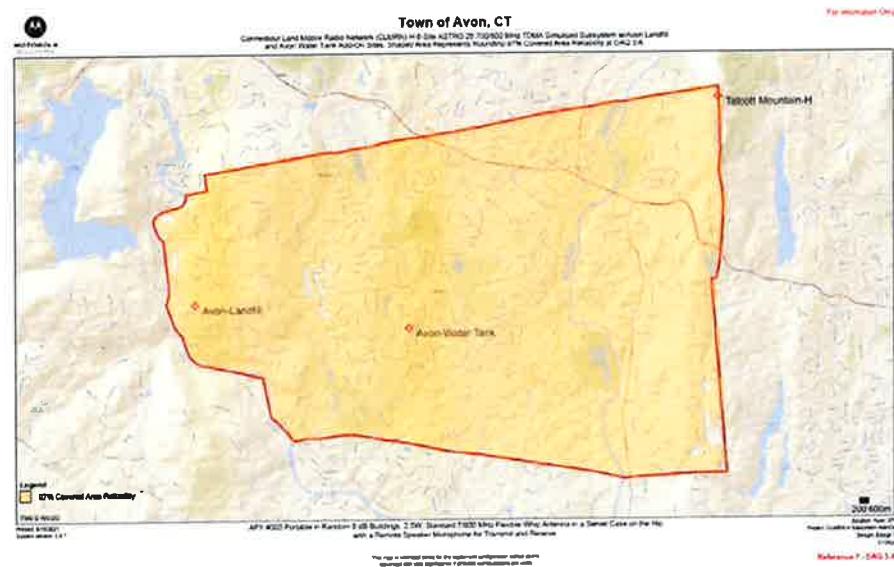
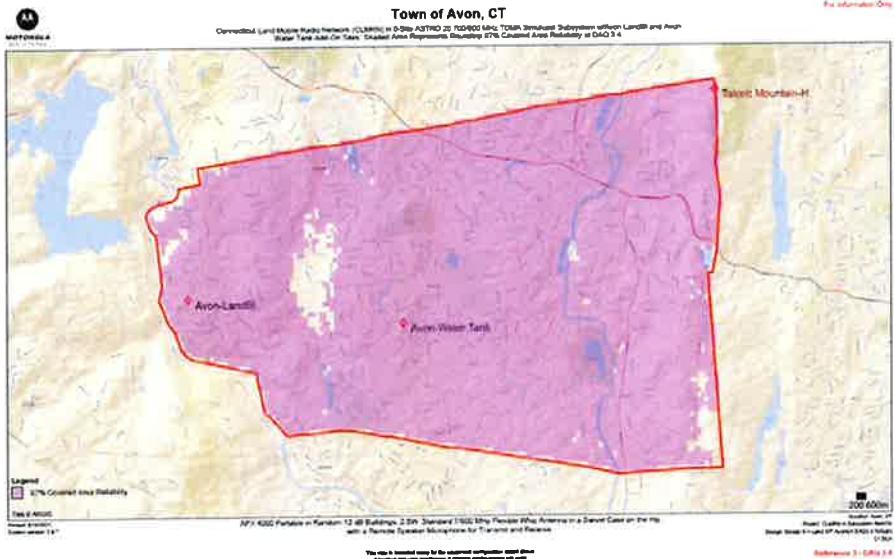
A: Without a tower site to the west of the Northington ridgeline, a majority of the west side of town would be in a "dead zone" for the public safety system. The landfill site has minimal impact on the area around Roaring Brook School. A coverage map prepared by Motorola illustrating the coverage provided by Troop H (Talcott Mountain-H) and the site at Ridgewood Road (Avon Water Tank) is shown below:



The "dead zone" shown on the coverage maps in the area of Roaring Brook School represents a prediction by the vendor's modeling software indicating where in-building coverage may not meet the 95% guarantee in a building with 12db signal loss due to its construction. Commercial construction represents a higher attenuation (weakening) to RF signals as the signals pass through the walls. Residential construction (the majority of construction in Avon) is assumed to instead

Town of Avon
 Huckleberry Hill Cell Tower Site FAQ
 Page 6

have a loss of 8db. As you can see below, by comparing the 12db (purple) and 8db (yellow) loss maps, that area of town should have adequate in-building public safety radio system coverage as most structures fall into the 8db residential category.

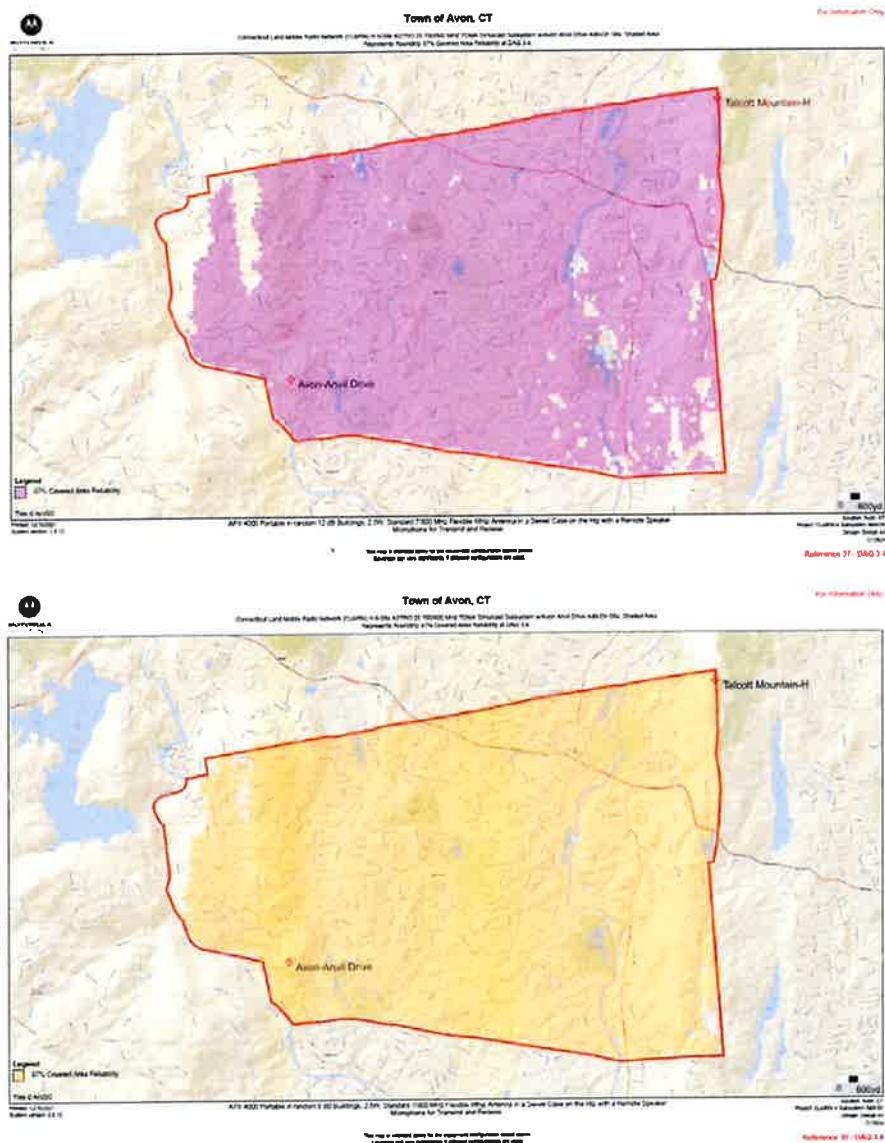


If during system acceptance testing it is found actual radio coverage is insufficient for public safety radios inside Roaring Brook School, there are technical solutions that can be implemented at the school. A bidirectional amplifier is one such solution. A BDA is a system comprised of an antenna on the outside of the building and one or more antennas inside the building that take signals sent and received inside and carries them to the outside of the building to be picked up by the closest

Town of Avon
Huckleberry Hill Cell Tower Site FAQ
Page 7

system tower. BDA's are not new technology and have been in use for years in commercial buildings of all sizes and uses. They are similar to the cellular booster systems that cellular carriers sell for residential use that have an indoor and outdoor antenna. Copy and paste this link into a browser to watch a video describing how a BDA works youtu.be/1Z7J2Td4Dso. Please note that this video has been included for reference purposes only. The Town is not endorsing a particular brand or product.

As a point of comparison, another site that was suggested was on Anvil Drive. The resulting 12db (purple) and 8db (yellow) coverage maps are included below:



The Anvil site would result in inadequate coverage for a significant portion of the northwest corner of Town. Filling this gap would require the construction of another tower site in that area, whereas a deficiency in one particular building can be resolved with a BDA. A technical explanation of building loss, delivered audio quality, and an overview of how a radio system works was given in the presentation at the October 7, 2021 Town Council meeting and available in the meeting minutes and via the link in Q3 above.

Q14: The residents near the existing tower hired their own engineer (Mr. Maxson, Isotrope), why isn't the town / Town Council listening to him?

A: The Town's staff, consultant and vendor did meet with the engineer hired by the neighbors on November 24th. A recording of the meeting can be found [HERE](#). The Town Council elected to postpone its vote on this matter from December until January to provide the Town with more time to assess the observations and suggestions made by the consultant.

As an example, the neighbor's consultant suggested that the Town consider the installation of a site at Anvil Drive in lieu of the modification of the existing site at the landfill. As a result of this suggestion, the Town ordered additional coverage mapping and considered the feasibility of the location. A pole at this location would be far more conspicuous, cost more and still not provide coverage in the northwest area of Town. It should also be noted that the photo simulations of the landfill site were ordered as a result of the Town's discussions with the expert retained by the neighbors.

Q15: Has the Town engaged experts?

A: The Town has worked with Federal Engineering since the inception of the project. Federal Engineering has over 40 years of experience in the field. The Town selected Motorola as its vendor following a competitive bidding process based on their demonstrated track record of success delivering these types of projects. Motorola also serves as the State of Connecticut's vendor which is critical as we continue to explore a possible partnership with the State.

Q16: Why can't the safety equipment be put at one of the firehouses like most other towns?

A: The possibility of installing a tower at Company 4 located on Huckleberry Hill Road was considered. The site is at a lower elevation requiring a taller tower to achieve the same signal coverage. The lot is small and distance to neighboring structures would limit the tower to a height that would not achieve the same coverage area. There are wetlands to the rear of the lot and constructability and permitting are doubtful. It would cost more and the visual impact would be far more significant than the site at the landfill. It is not a good alternative.

Q17: Will this tower look like an industrial cell tower you'd see on I-95? (What will it actually look and sound like?)

A: A drawing is included in the response to Q6 and photo simulations are included at the end of this document.

Q18: I heard the Town was installing radio repeaters at each school to boost signals?

A: Part of the radio project is to improve the radio communications for school staff for day to day operations. The schools currently have radios but often cannot communicate from one part of the building to another. This is because the radios are communicating directly from radio to radio.

The radio project calls for installing a low power radio repeater at each school building. The repeater has an antenna installed on the roof of the building. The weak signal from a portable radio is picked up by this centrally located antenna and repeated at a slightly higher power so that it can be received throughout the building and in the adjacent outdoor areas (playgrounds, fields, etc.)

The repeaters also enable a second channel at each school that will be linked to the other repeaters in the system. This district-wide channel will be used as an emergency channel and will be monitored by the public safety dispatchers. Should school staff have the need to communicate with police or firefighters, the dispatcher can link the schools emergency channel to any talkgroup on the public safety system, providing instant communications to first responders and school staff. This system is a MotoTrbo system made by Motorola. The schools already use radios compatible with this system. Also, the radios currently in use by the police, fire, and public works departments will be reprogrammed and reused on the MotoTrbo system, providing an additional benefit by increasing the number of radio available to use on the system.

Q 19: What “rights” does the Town have to the new pole? Could SBA decide to use it for strictly commercial purposes?

Pursuant to the lease agreement as amended, the Town will have the right to mount its equipment at the top of the new pole. Even if the Town's communication system were not upgraded, this site would need to be used to support the Town's existing communication system as the existing tower site at Kingswood Road requires replacement and cannot be modified.



Photographic Simulation Package

Huckleberry Hill

277 Huckleberry Hill Road
Avon, CT 06001

Centek Project No. 21150.00



Prepared For
The Town of Avon

Prepared By
Centek Engineering, Inc.
63 North Branford Road
Branford, CT 06405
T: 203.488.0580
F: 203.488.8587
www.centekeng.com

Proposed 130' Steel Monopole
(Simulation)

Date 12.08.2021

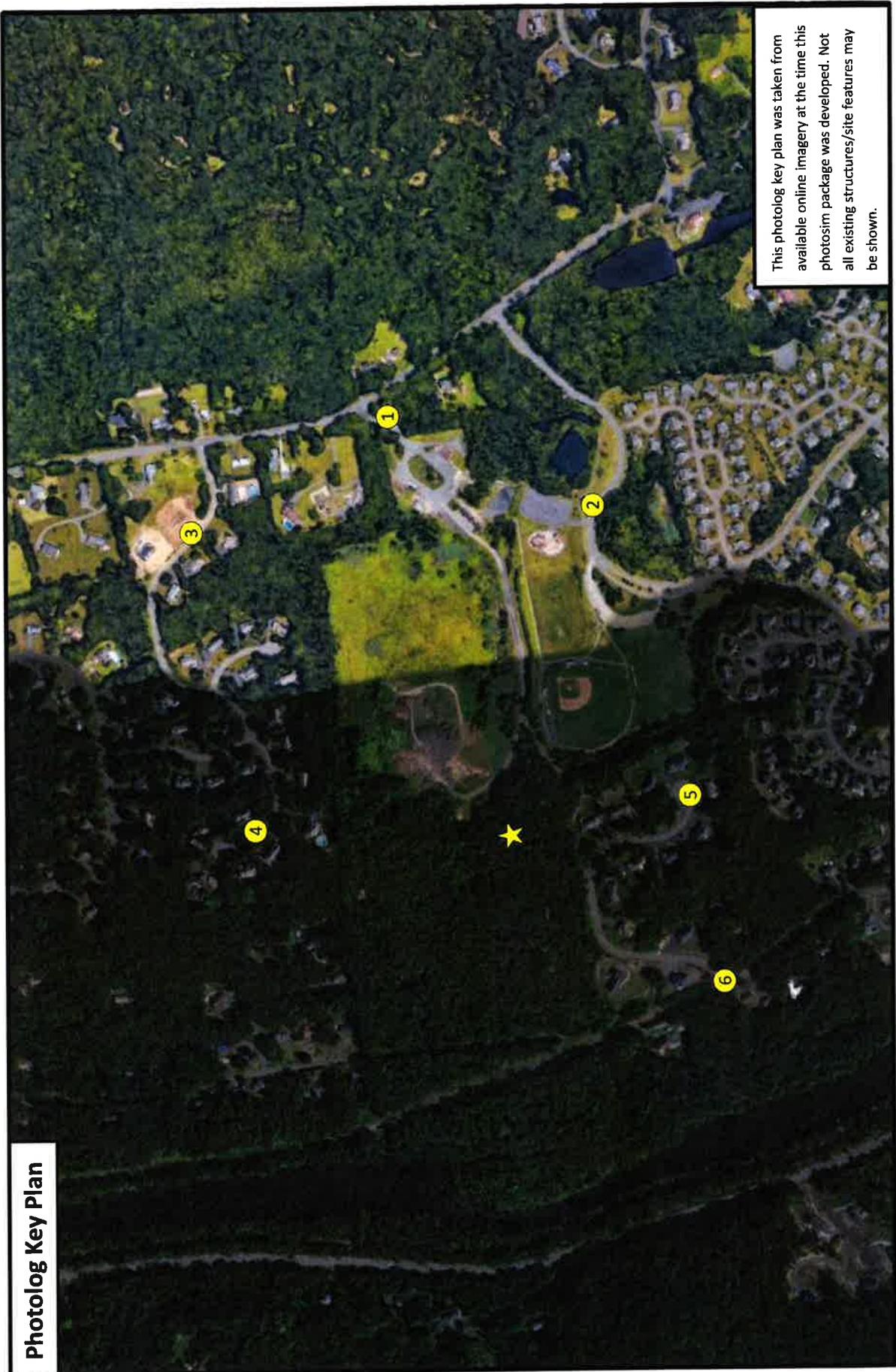


CENTEK engineering
Centered on SolutionsSM

TABLE OF CONTENTS

Summary	
Photolog Key Plan	1
Existing Photo 1 - Avon Landfill Entrance	2
Simulation Photo 1- Avon Landfill Entrance	3
Existing Photo 2 - Children's Playground	4
Simulation Photo 2 - Children's Playground	5
Existing Photo 3 – Westbury Road (entrance)	6
Simulation Photo 3 – Westbury Road (entrance)	7
Existing Photo 4 – Westbury Road (cul de sac)	8
Simulation Photo 4 – Westbury Road (cul de sac)	9
Existing Photo 5 – Berkshire Crossing	10
Simulation Photo 5 – Berkshire Crossing	11
Existing Photo 6 - Intersection of Berkshire Crossing and New Road	12
Simulation Photo 6 - Intersection of Berkshire Crossing and New Road	13

Photolog Key Plan



Huckleberry Hill
Centek Project # 21150.00
277 Huckleberry Hill Road
Avon, CT 06001

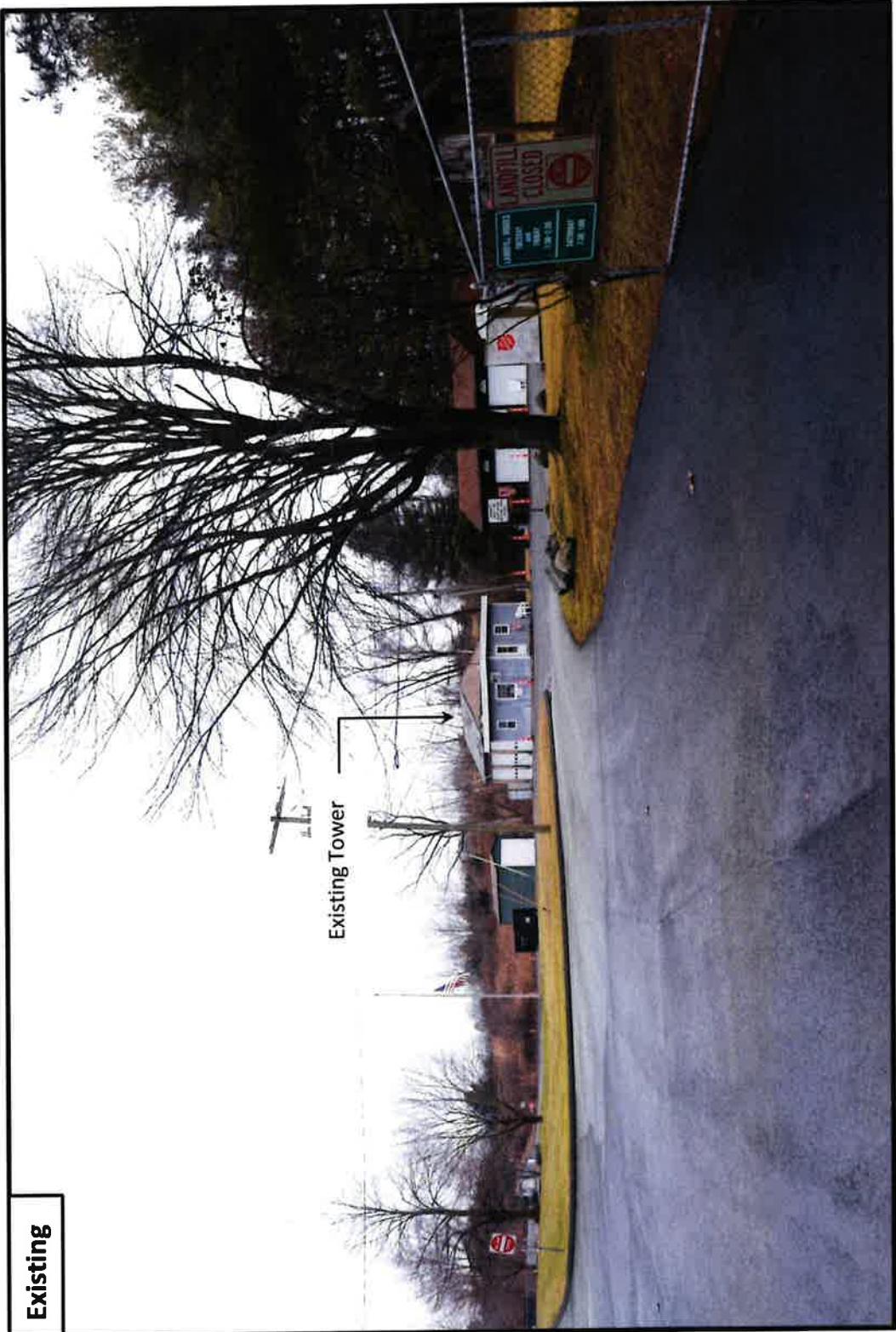


Photolog Legend

Proposed Antenna Location - Approximate
Photo Location - (Year round visibility)



Existing



**Centek Project # 21150.00
Avon Landfill Entrance**

Existing Photo #: 1
GPS Coordinates (Photo): 41.78944 -72.91138
Distance to Antennas: ±1,830 Feet
Orientation: Looking West
Visibility: Visible

Simulation



Centek Project # 21150.00
Avon Landfill Entrance

Simulation Photo #: 1
GPS Coordinates (Photo): 41.78944 -72.91138
Distance to Antennas: ±1,830 Feet
Orientation: Looking West
Visibility: Visible

Existing

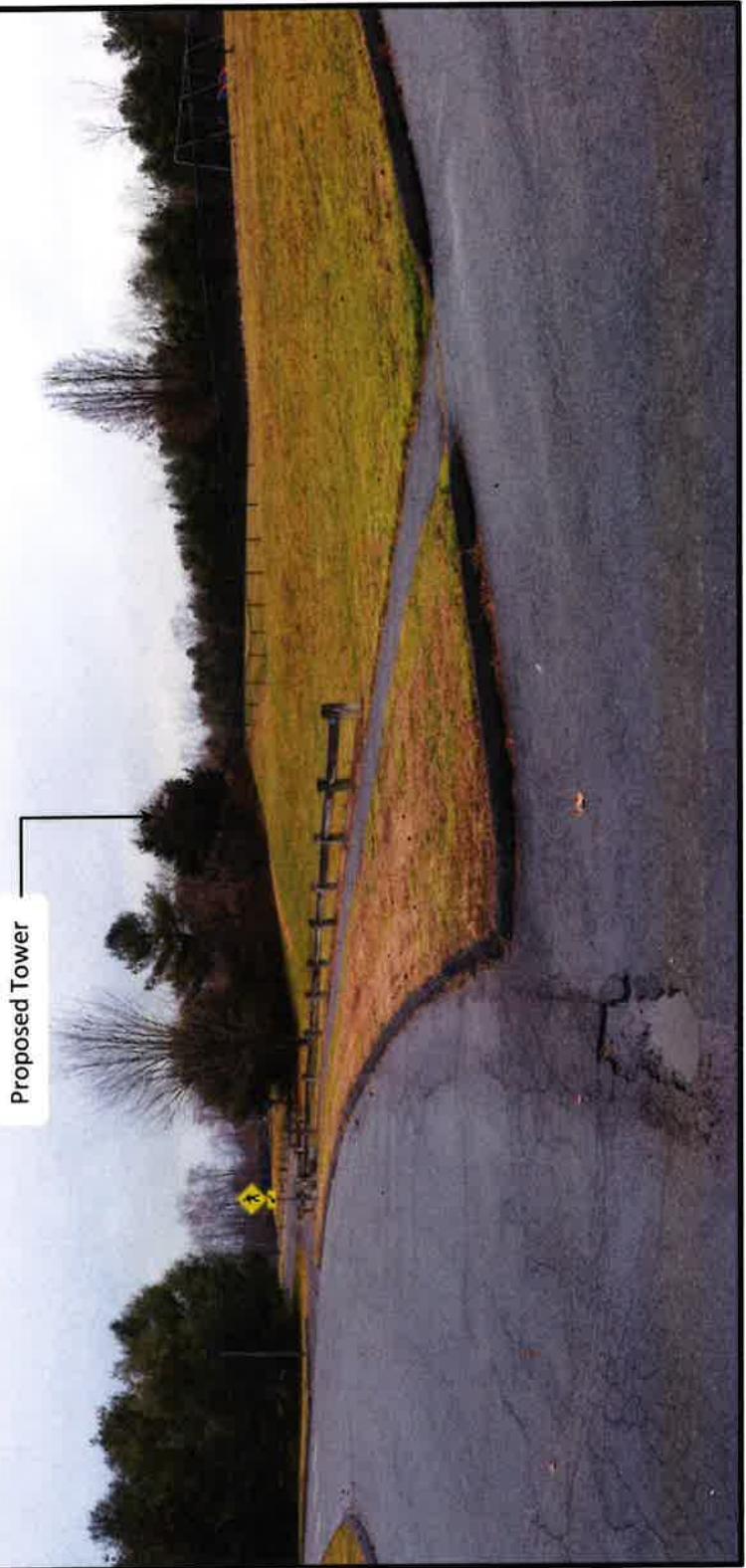
Existing Tower



Centek Project # 21150.00
Children's Playground

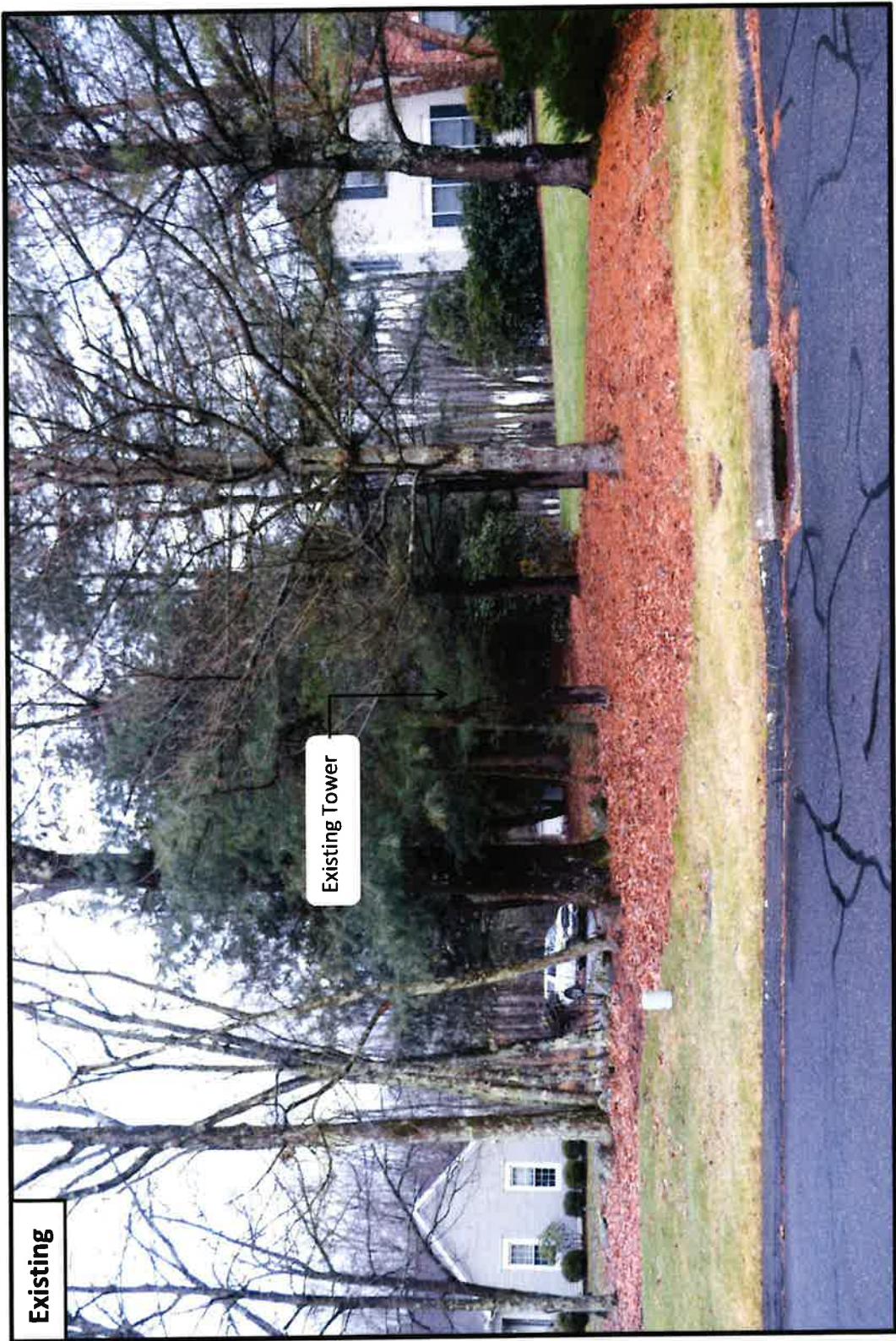
Existing Photo #: 2
GPS Coordinates (Photo): 41.78694 -72.91277
Distance to Antennas: ±1,420 Feet
Orientation: Looking Northwest
Visibility: Not Visible

Simulation



Centek Project # 21150.00
Children's Playground

Simulation Photo # : 2
GPS Coordinates (Photo): 41.78694 -72.91277
Distance to Antennas: ±1,420 Feet
Orientation: Looking Northwest
Visibility: Not Visible



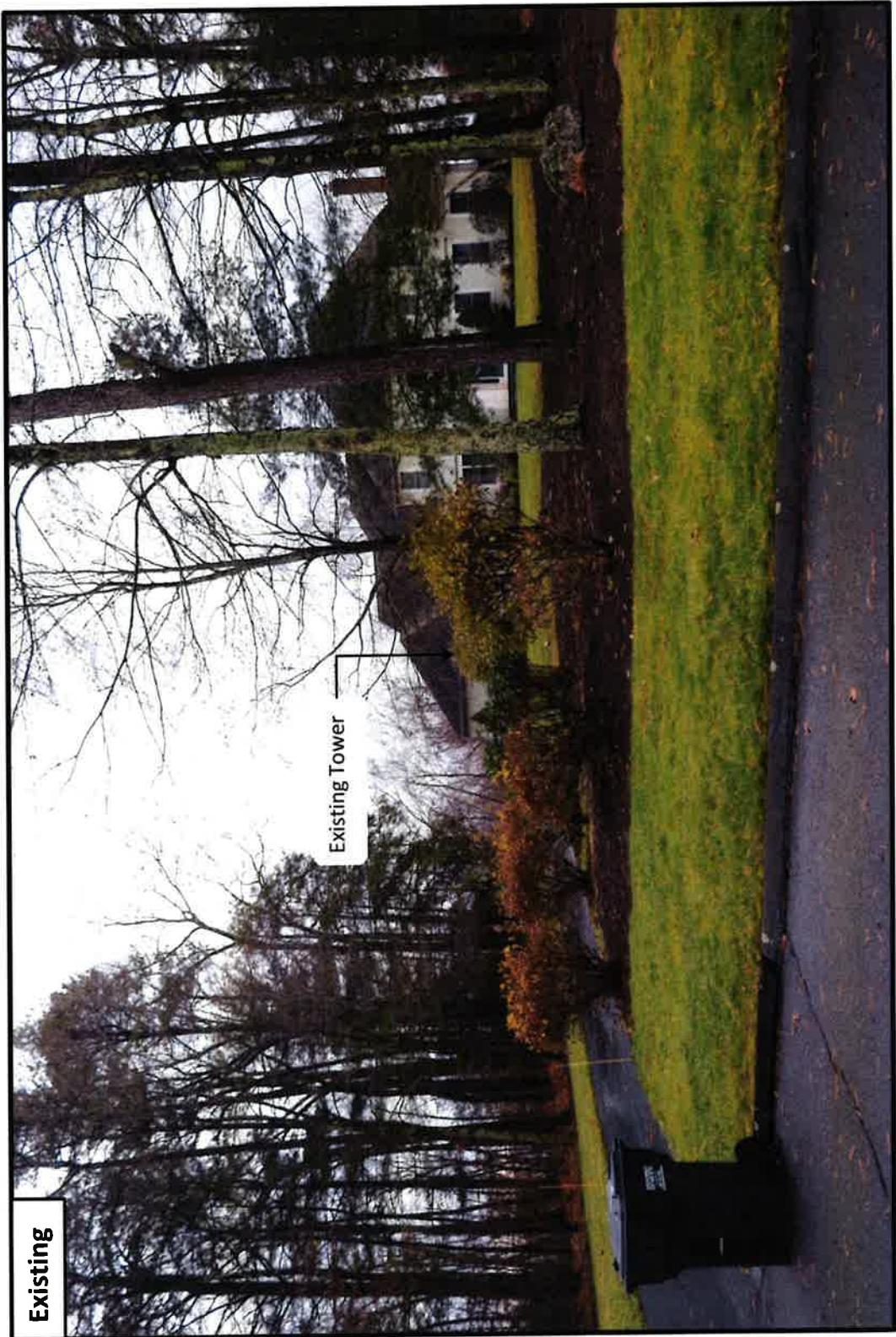
Centek Project # 21150.00
Westbury Road (entrance)

Existing Photo #: 3
GPS Coordinates (Photo): 41.79166 -72.91333
Distance to antennas: ±1,860 Feet
Orientation: Looking Southwest
Visibility: Not Visible



Centek Project # 21150.00
Westbury Road (entrance)

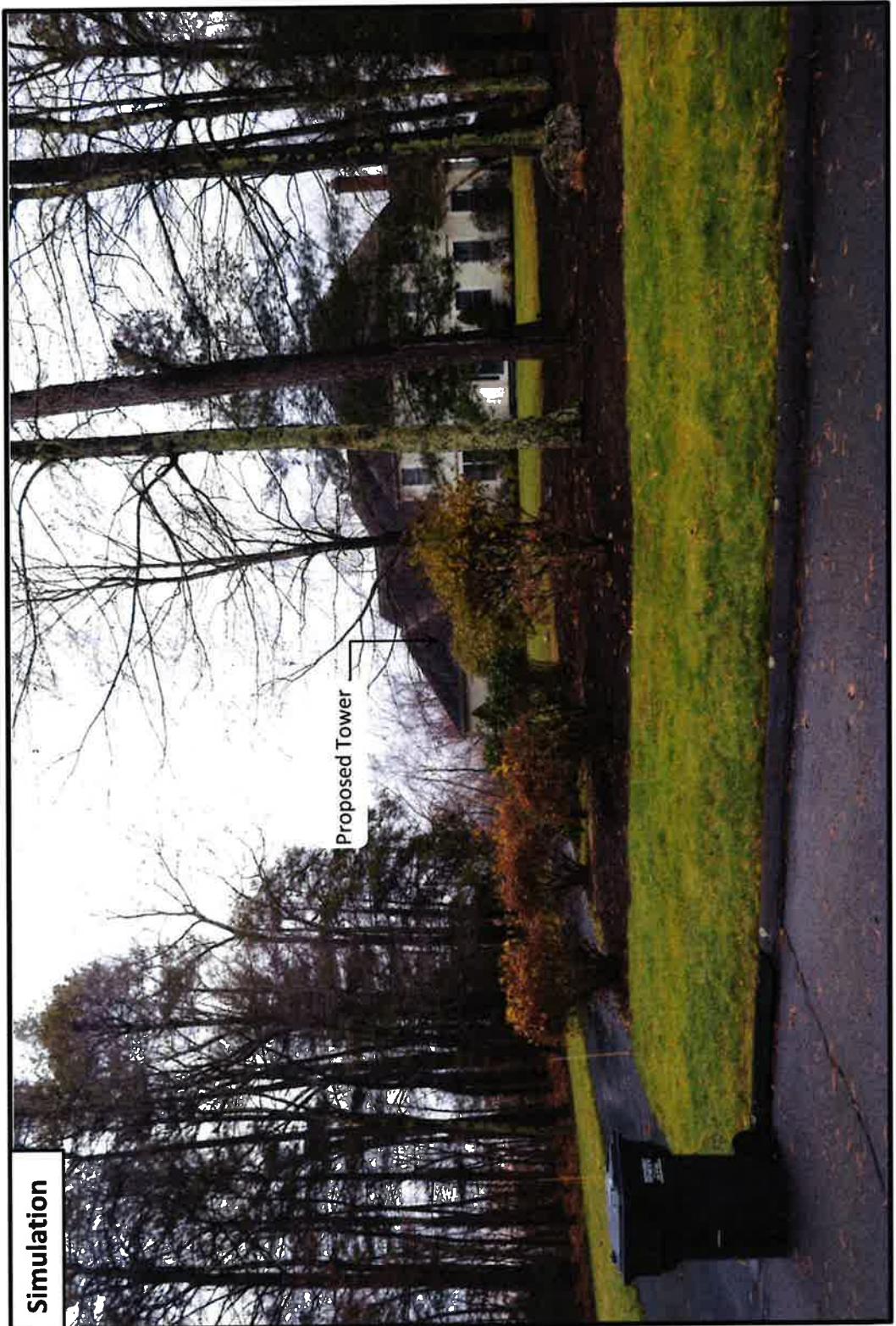
Simulation Photo #: 3
GPS Coordinates (Photo): 41.79166 -72.91333
Distance to antennas: ±1,860 Feet
Orientation: Looking Southwest
Visibility: Not Visible



Centek Project # 21150.00
Westbury Road (cul de sac)

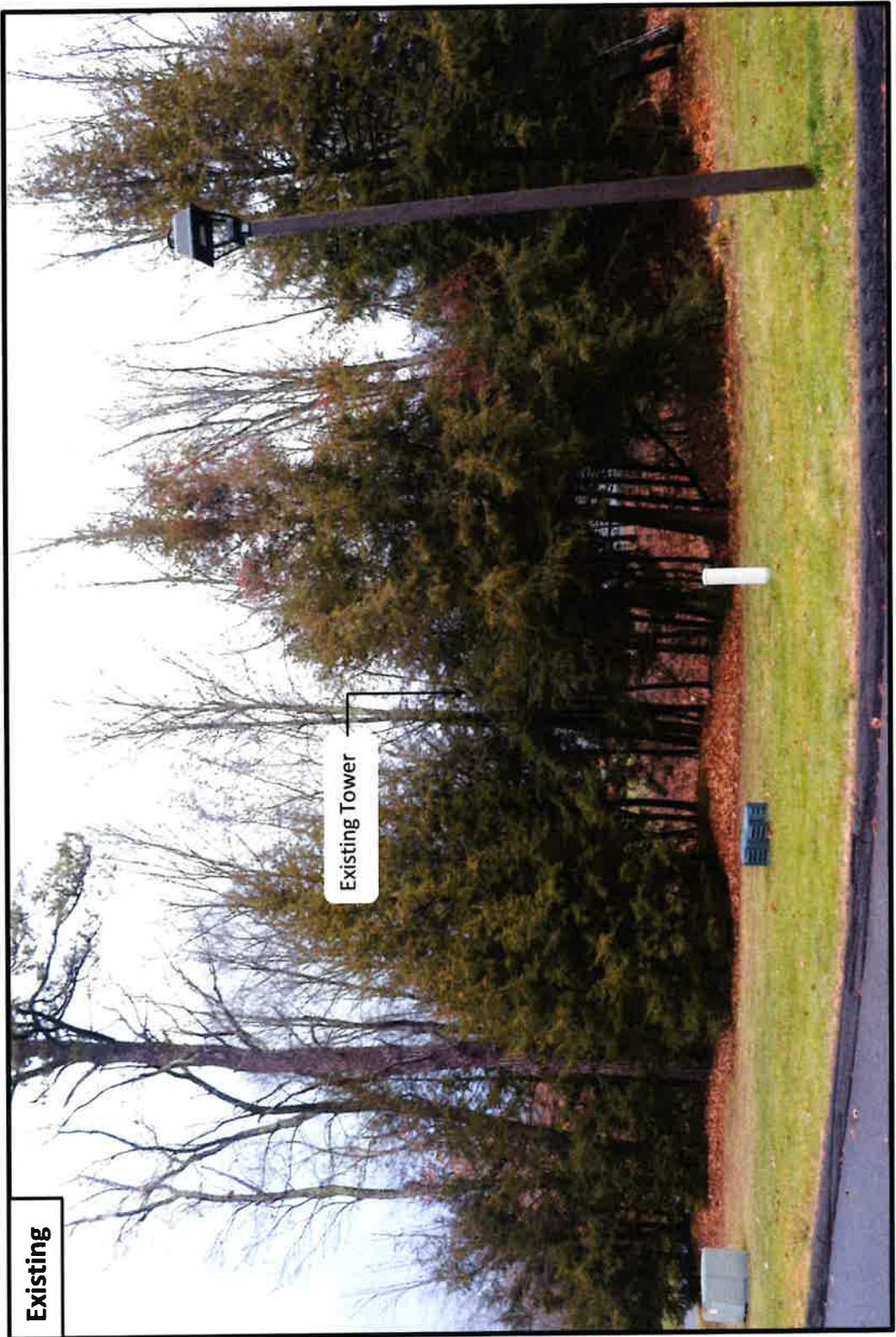
Existing Photo #: 4
GPS Coordinates (Photo): 41.79111 -72.91833
Distance to antennas: ±1,080 Feet
Orientation: Looking South
Visibility: Not Visible

Simulation



Centek Project # 21150.00
Westbury Road (cul de sac)

Simulation Photo #: 4
GPS Coordinates (Photo): 41.79111 -72.91833
Distance to antennas: ±1,080 Feet
Orientation: Looking South
Visibility: Not Visible



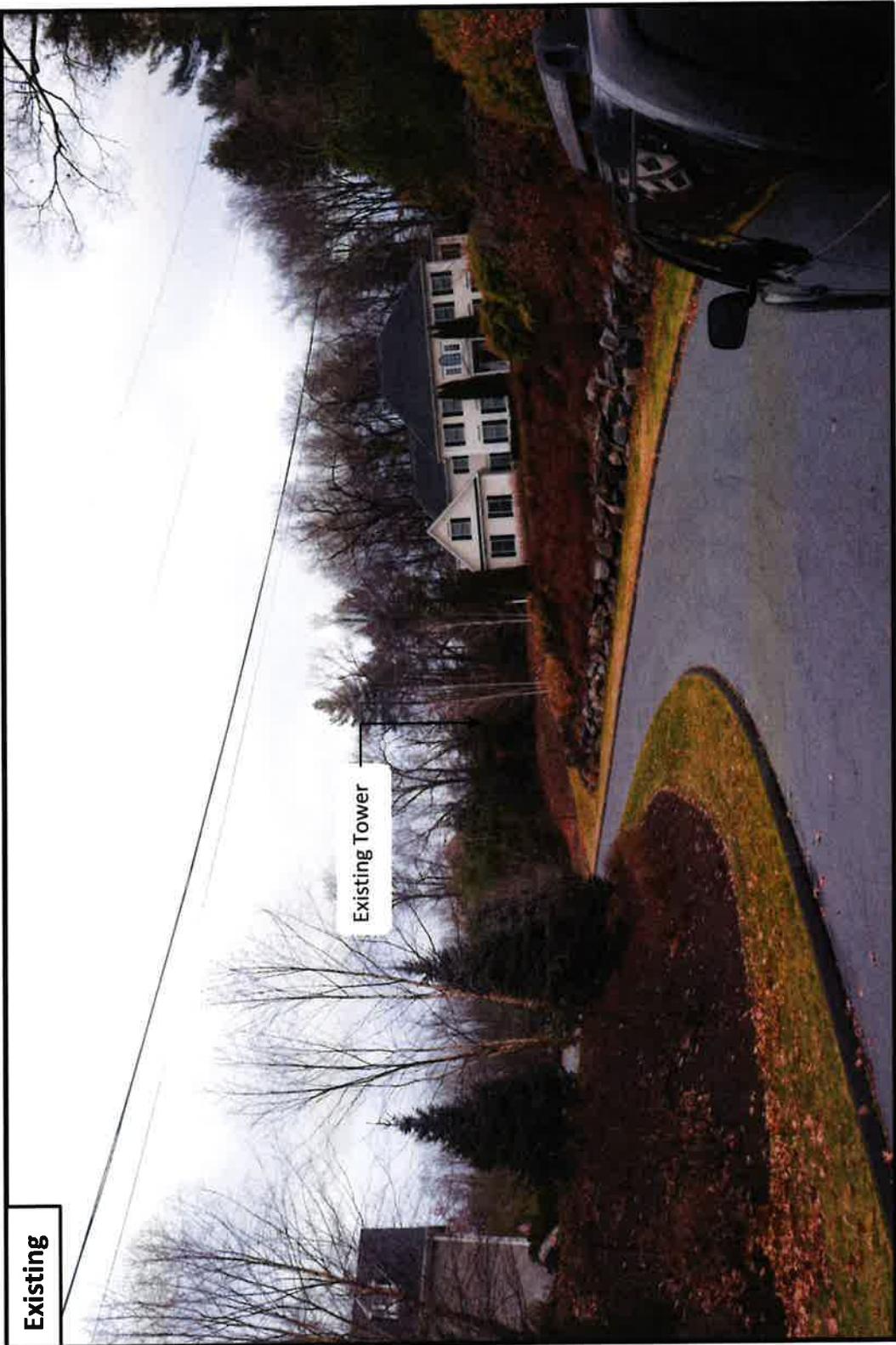
Centek Project # 21150.00
Berkshire Crossing

Existing Photo #: 5
GPS Coordinates (Photo): 41.78583 -72.91777
Distance to antennas: ±830 Feet
Orientation: Looking North
Visibility:



Centek Project # 21150.00
Berkshire Crossing

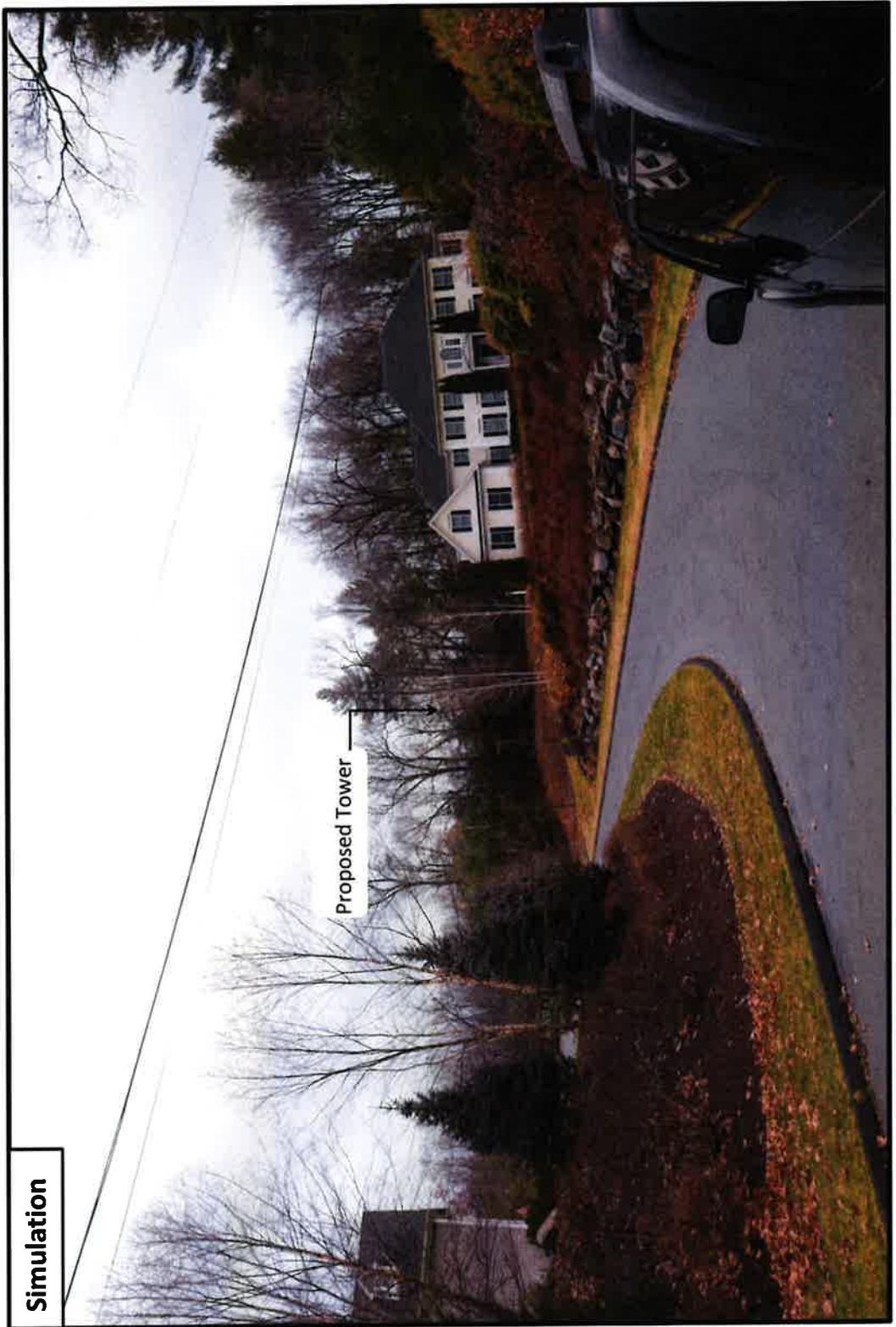
Simulation Photo # : 5
GPS Coordinates (Photo): 41.78583 -72.91777
Distance to antennas: ±830 Feet
Orientation: Looking North
Visibility:



Centek Project # 21150.00
Intersection of Berkshire Crossing and New Road

Existing Photo #: 6
GPS Coordinates (Photo): 41.78527 -72.92083
Distance to antennas: ±1,170 Feet
Orientation: Looking Northeast
Visibility: Not Visible

Simulation



Centek Project # 21150.00
Intersection of Berkshire Crossing and New Road

Simulation Photo #: 6
GPS Coordinates (Photo): 41.78527 -72.92083
Distance to antennas: ±1,170 Feet
Orientation: Looking Northeast
Visibility: Visible



Photographic Simulation Package

Huckleberry Hill
277 Huckleberry Hill Road
Avon, CT 06001

Centek Project No. 21150.00

Prepared For
The Town of Avon

Prepared By
Centek Engineering, Inc.
63 North Branford Road
Branford, CT 06405
T: 203.488.0580
F: 203.488.8587
www.centekeng.com

Date 12.17.2021

Proposed 130' Steel Monopole
(Simulation)



CENTEK engineering
Centered on SolutionsSM

TABLE OF CONTENTS

Summary	
Photolog Key Plan.....	1
Existing Photo 1 - Playground	2
Simulation Photo 1 - Playground	3
Existing Photo 2 - Outfield - FC	4
Simulation Photo 2 - Outfield - FC	5
Existing Photo 3 - Short Stop	6
Simulation Photo 3 - Short Stop	7
Existing Photo 4 - 22 Berkshire	8
Simulation Photo 4 - 22 Berkshire	9
Existing Photo 5 - 10 Berkshire	10
Simulation Photo 5 - 10 Berkshire	11
Existing Photo 6 - Section 5	12
Simulation Photo 6 - Section 5	13

Photolog Key Plan



Huckleberry Hill
Centek Project # 211150.00
277 Huckleberry Hill Road
Avon, CT 06001



Photolog Legend
Proposed Monopole Location - Approximate
Photo Location



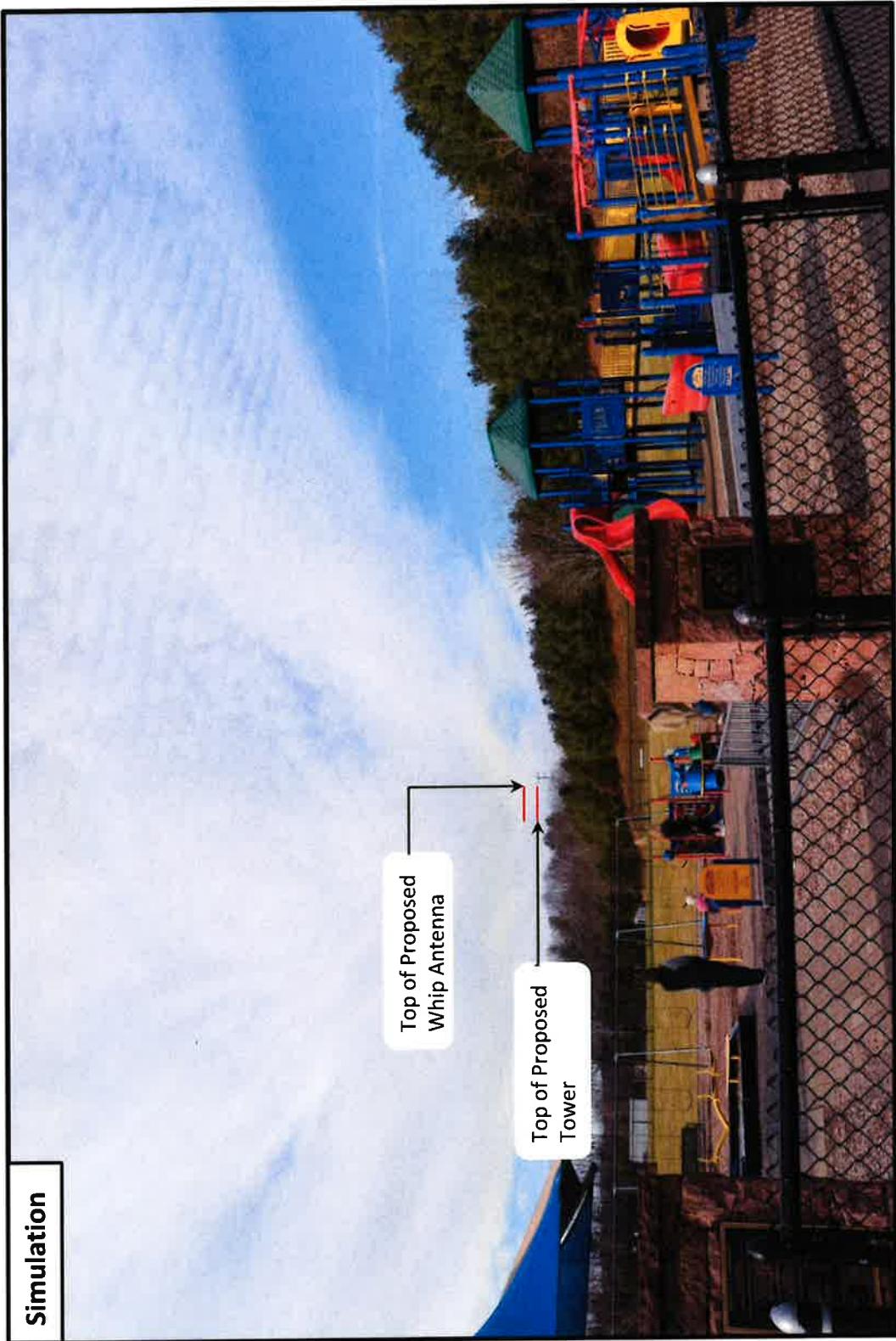
Existing



Centek Project # 21150.00
Playground

Existing Photo #: 1
GPS Coordinates (Photo): 41.78754 -72.91339
Distance to Antennas: ±1,350 Feet
Orientation: Looking Northwest
Visibility: Visible

Simulation

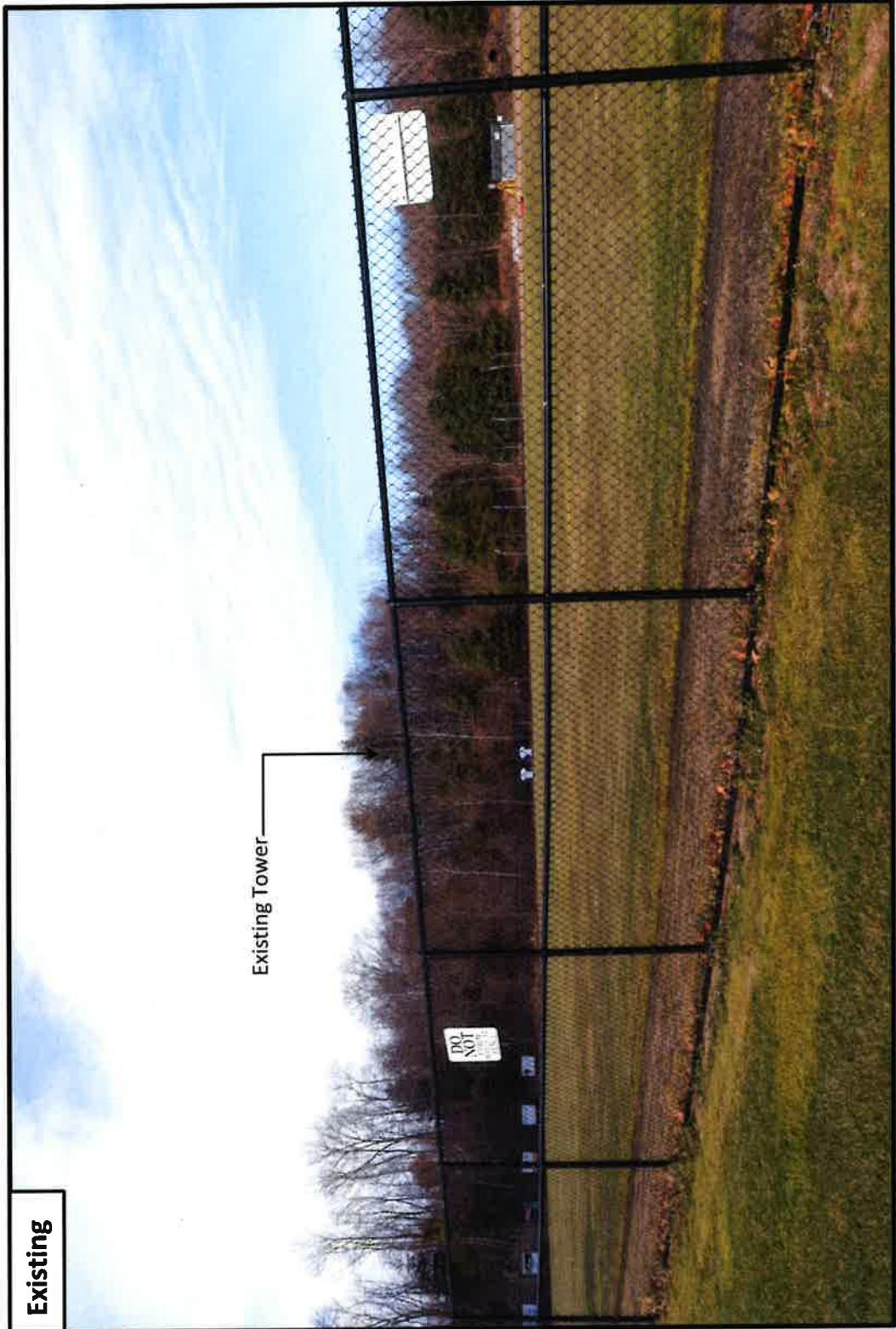


Centek Project # 21150.00
Playground

Simulation Photo #: 1
GPS Coordinates (Photo): 41.78754 -72.91339
Distance to Antennas: ±1,350 Feet
Orientation: Looking Northwest
Visibility: Visible

Existing

Existing Tower



Centek Project # 21150.00
Outfield - FC

Existing Photo #: 2
GPS Coordinates (Photo): 41.78665 -72.91578
Distance to Antennas: ±878 Feet
Orientation: Looking Northwest
Visibility: Visible

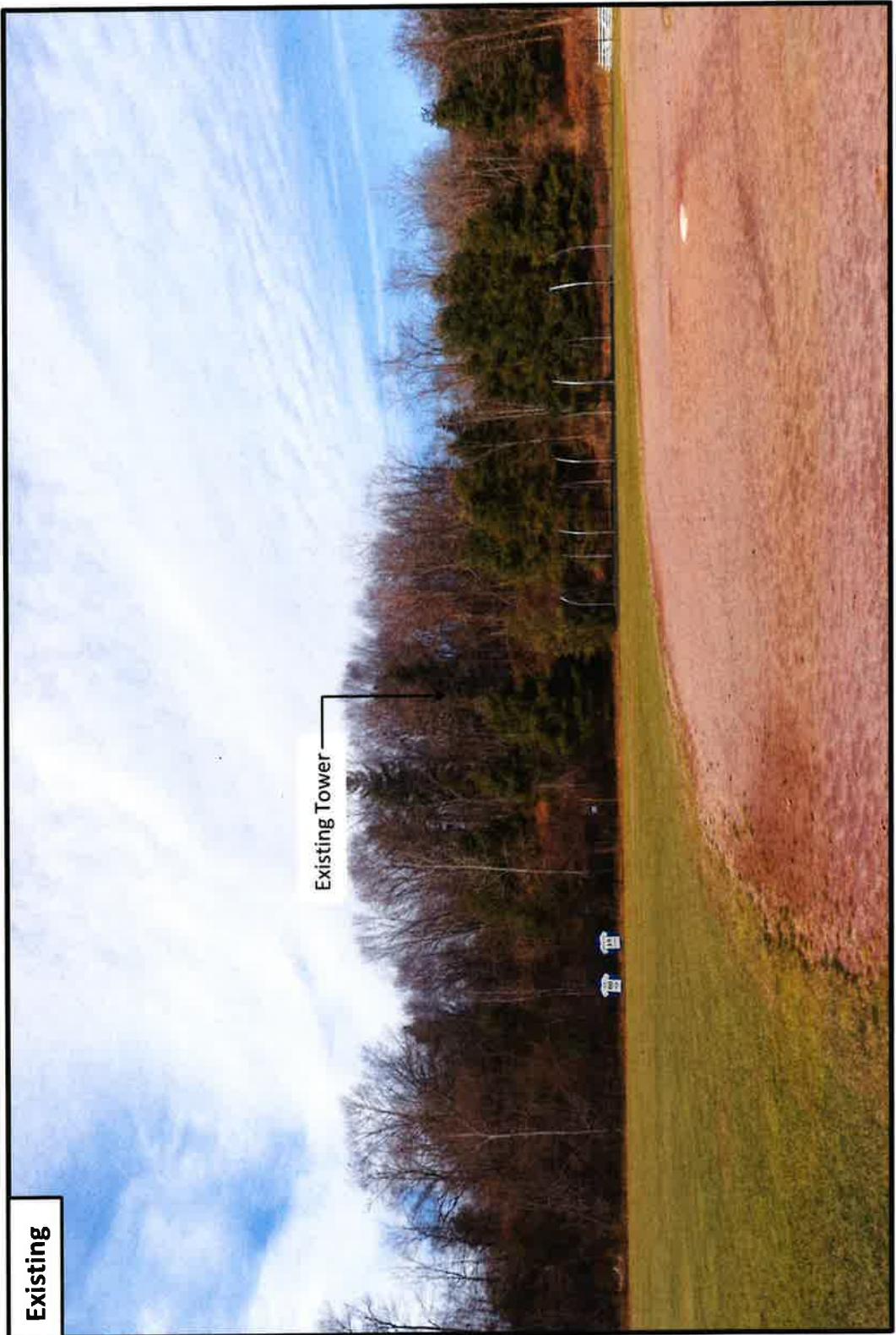
Simulation

Top of Proposed
Whip Antenna
Top of Proposed
Tower



Centek Project # 21150.00
Outfield - FC

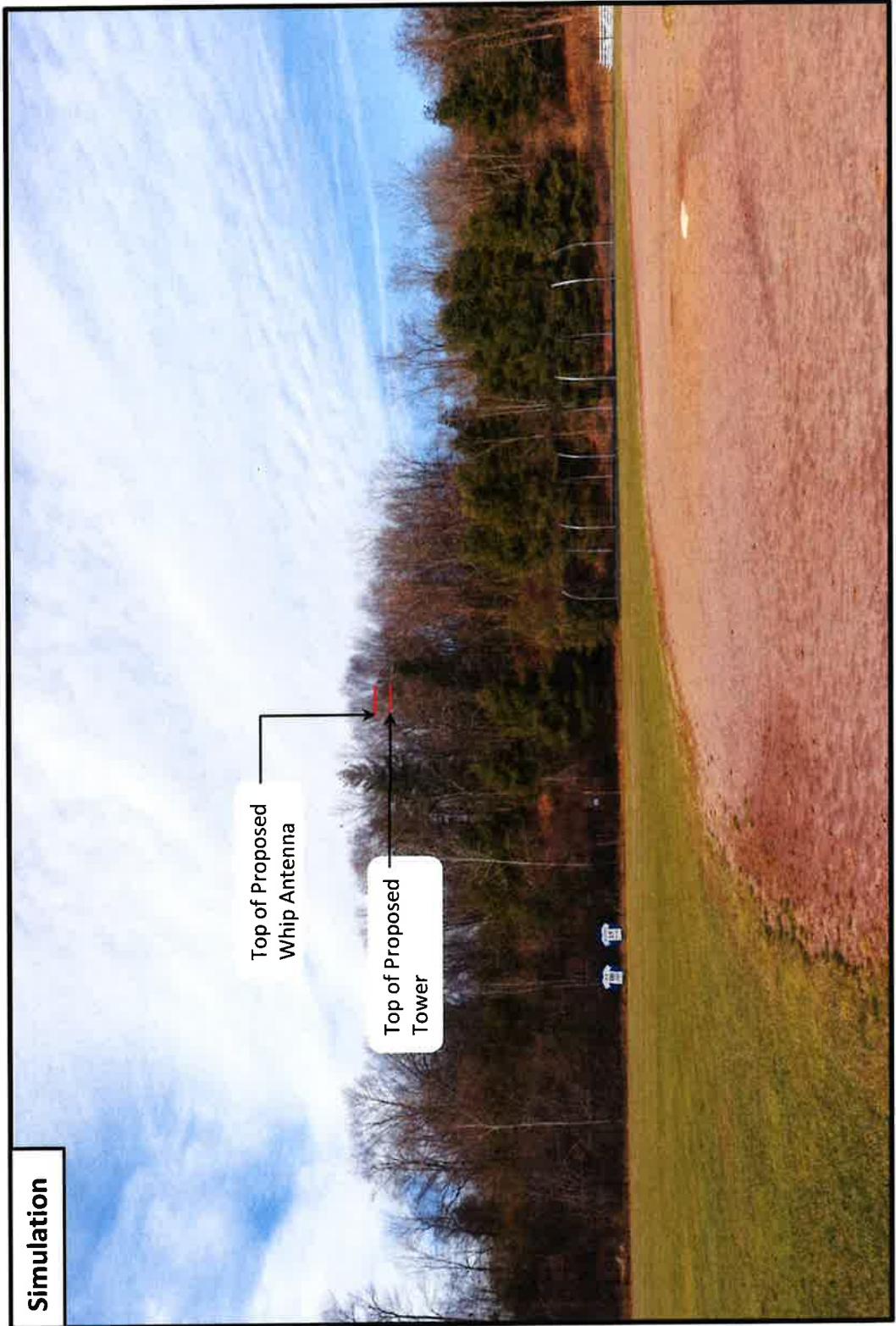
Simulation Photo #: 2
GPS Coordinates (Photo): 41.78665 -72.91578
Distance to Antennas: ±878 Feet
Orientation: Looking Northwest
Visibility: Visible



Centek Project # 21150.00
Short Stop

Existing Photo #: 3
GPS Coordinates (Photo): 41.78710 -72.91596
Distance to antennas: ±720 Feet
Orientation: Looking Southwest
Visibility: Not Visible

Simulation



Centek Project # 21150.00
Short Stop

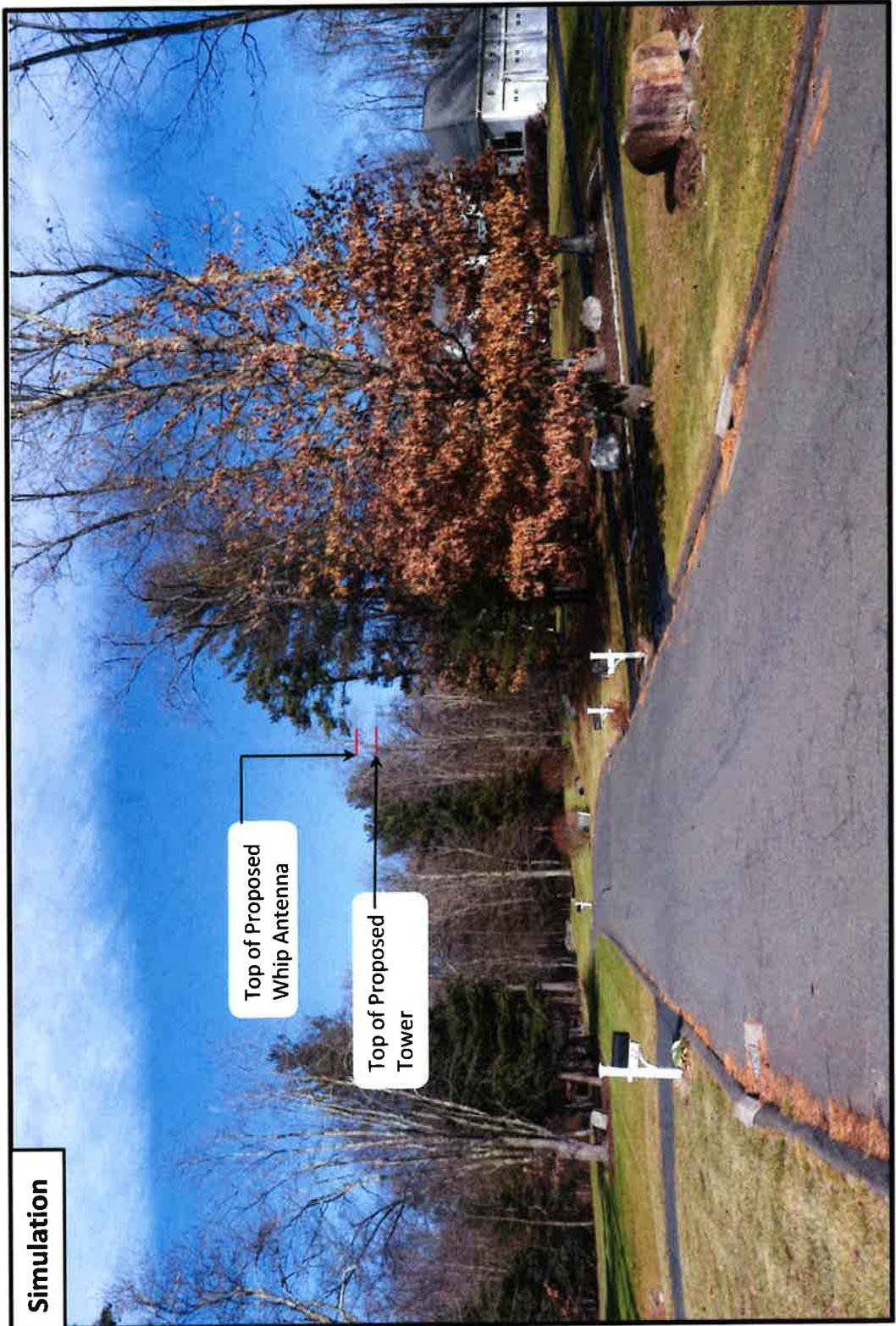
Simulation Photo # : 3
GPS Coordinates (Photo): 41.78710 -72.91596
Distance to antennas: ±720 Feet
Orientation: Looking Southwest
Visibility: Not Visible



Centek Project # 21150.00
22 Berkshire

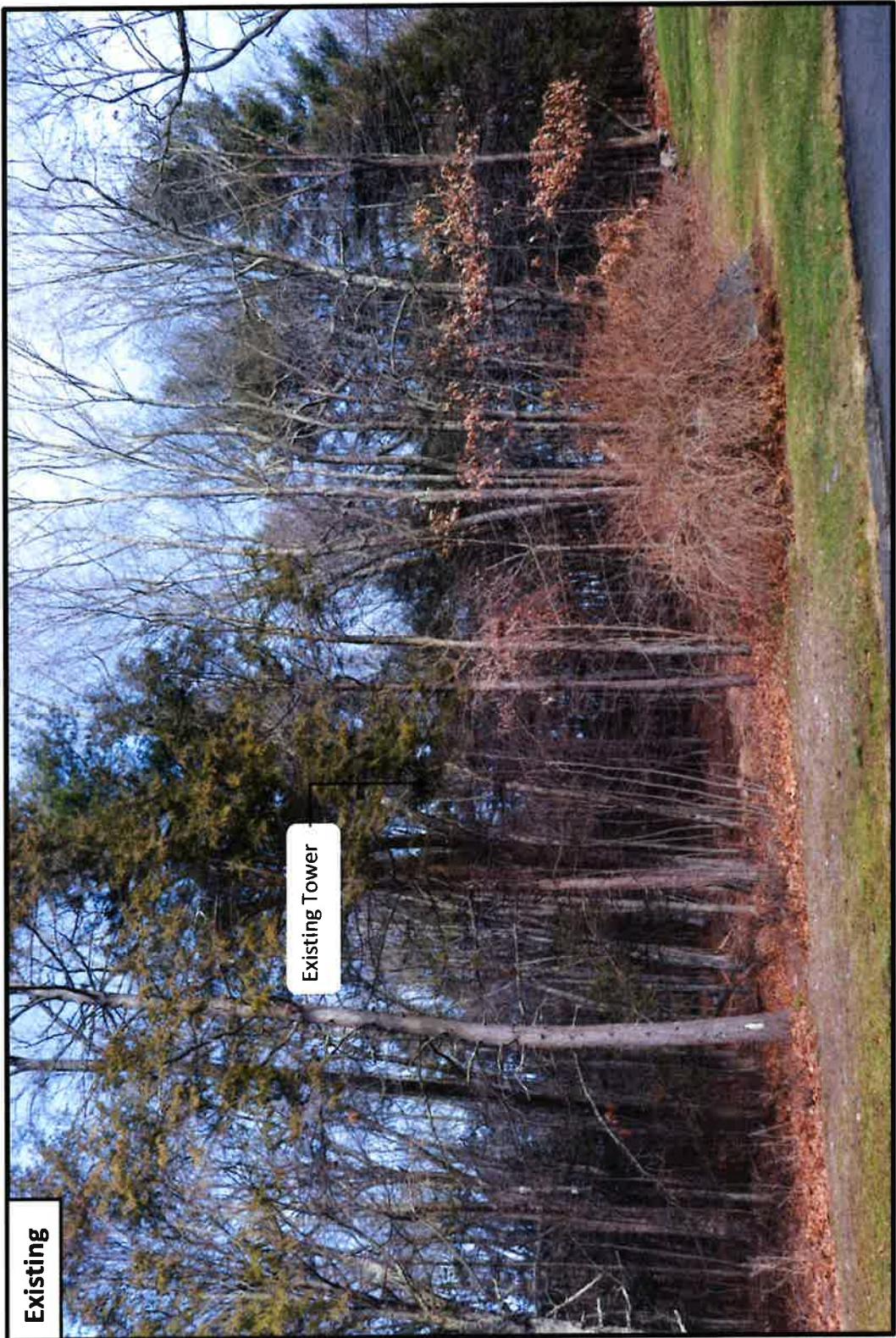
Existing Photo #: 4
GPS Coordinates (Photo): 41.78621 -72.91184
Distance to antennas: ±690 Feet
Orientation: Looking Northeast
Visibility: Not Visible

Simulation



Centek Project # 21150.00
22 Berkshire

Simulation Photo # : 4
GPS Coordinates (Photo): 41.78621 -72.91184
Distance to antennas: ±690 Feet
Orientation: Looking Northeast
Visibility: Visible



Centek Project # 21150.00
10 Berkshire

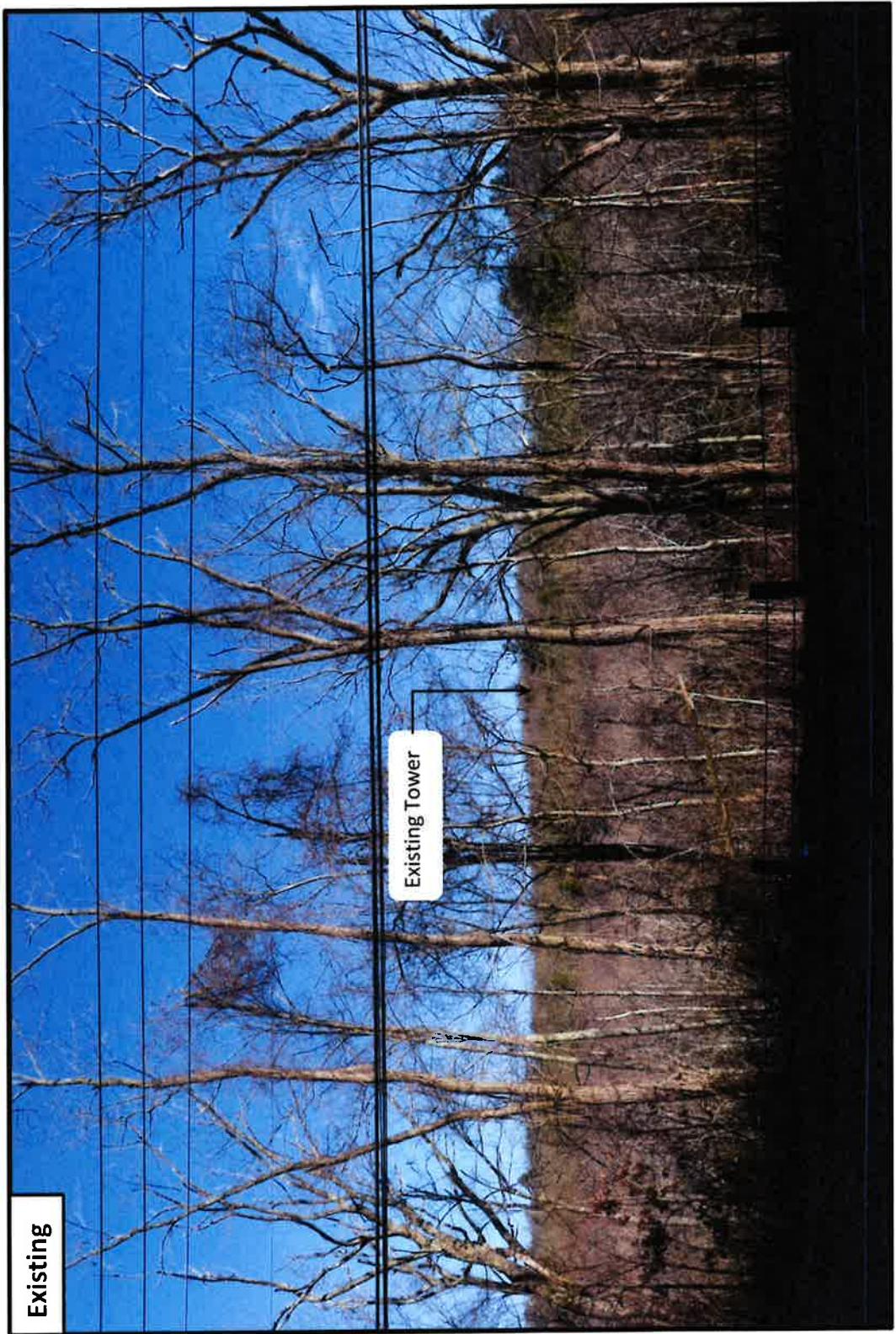
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GPS Coordinates (Photo): 41.78713 -72.91898
Distance to antennas: ±490 Feet
Orientation: Looking Northeast
Visibility: Not Visible

Simulation



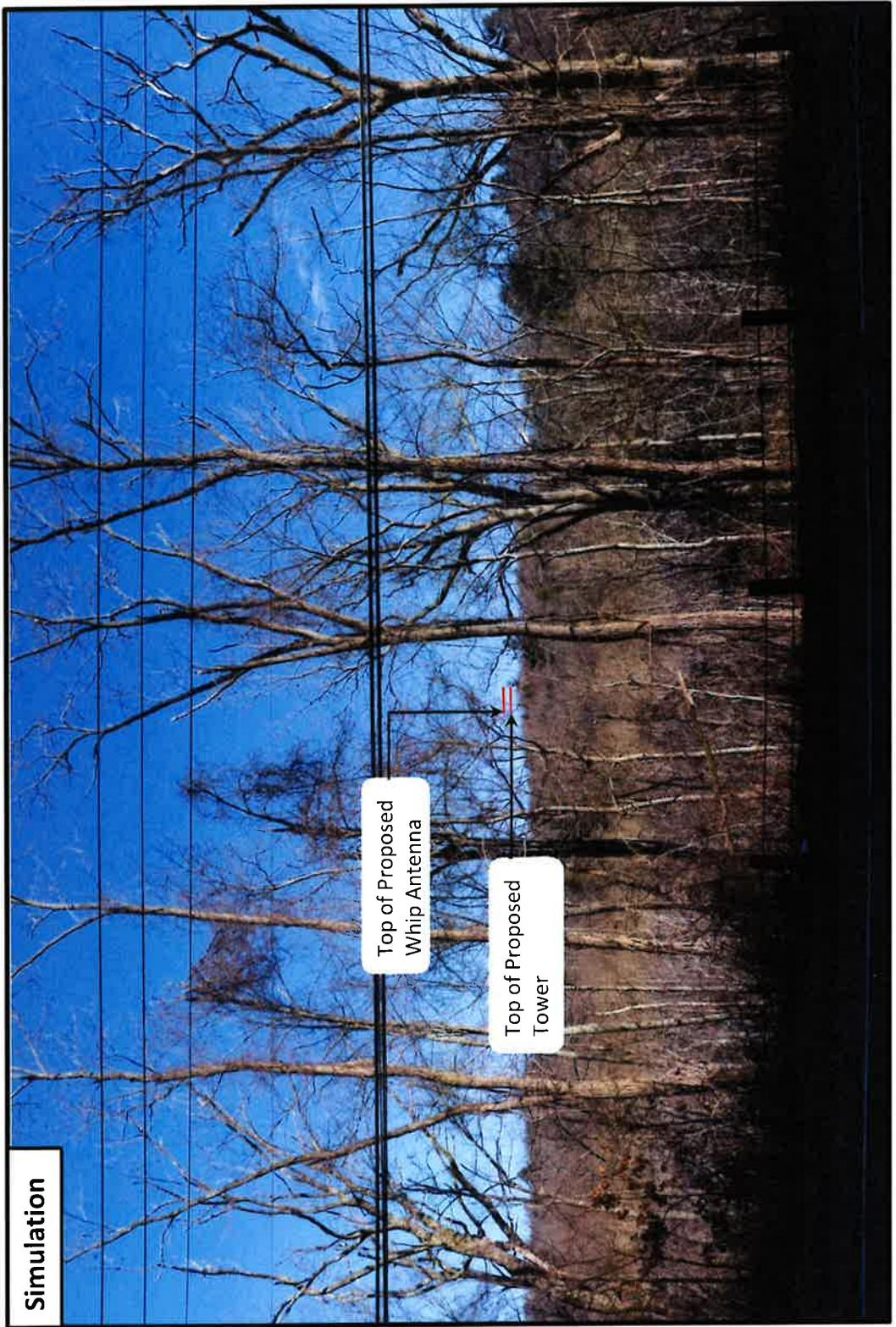
Centek Project # 21150.00
10 Berkshire

Simulation Photo # : 5
GPS Coordinates (Photo): 41.78713 -72.91898
Distance to antennas: ±490 Feet
Orientation: Looking Northeast
Visibility: Not Visible



Centek Project # 21150.00
Section 5

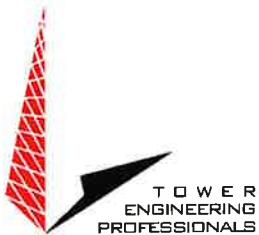
Existing Photo #: 6
GPS Coordinates (Photo): 41.78583 -72.92444
Distance to antennas: ±1,800 Feet
Orientation: Looking East
Visibility: Not Visible



Centek Project # 21150.00
Section 5

Simulation Photo # : 6
GPS Coordinates (Photo): 41.78583 -72.92444
Distance to antennas: ±1,800 Feet
Orientation: Looking East
Visibility: Visible

ATTACHMENT 6



October 24, 2022

Mr. Greg Hines
SBA Communications Corporation
(561) 226-9532

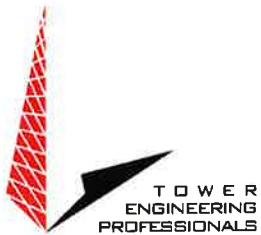
Subject: Burlington-Avon Landfill (CT46143A) Replacement Tower Photo Simulations

Dear Mr. Hines,

Tower Engineering Professionals, Inc. (TEP), on behalf of SBA Communications, has completed a photo simulation for a proposed 130-ft AGL (150-ft AGL overall with appurtenances) monopole replacement communications tower to be located at latitude: N 41° 47' 17.27", longitude: W 72° 55' 05.71" (NAD 83) within an existing telecommunications tower compound at 227 Huckleberry Hill Road, in the western portion of the Town of Avon, Connecticut. The subject parcel is an approximately 61.3-acre parcel of land owned by the Town of Avon. The proposed tower will be located within an existing tower compound and will replace an existing approximately 100-ft AGL wooden pole tower. The subject parcel and proposed tower site are surrounded primarily by forested, low-density residential, and municipal (landfill) land uses.

Utilizing Google Earth, TEP superimposed a placemark at the proposed tower location, which was elevated above the ground level to a height of 130-ft (~40-meters) in order to simulate the top of steel of the proposed structure. TEP subsequently utilized the program's Street View feature, which provides continuous photography along public rights-of-way, and digital elevation modelling ability to superimpose the elevated placemark on the existing Street View photography and determine the location of the top of the proposed tower from various viewpoints. This technique was utilized to create the Photoshop simulations utilizing recently obtained photographs, to simulate the appearance of the proposed tower when viewed from numerous locations within an approximately 0.5-mile radius of the proposed tower site. The tower was not visible from residential areas to the north, south, or west; nor will it be visible from Huckleberry Hill Road to the east, New Road to the west or the Farmington River Trail to the west.

Due to the topography and high degree of intervening vegetation in the area in which the proposed tower will be located, the full profile of the proposed tower is not anticipated to be visible from any of the surrounding residential areas. Additionally, the presence of mature vegetation will either fully or partially obscure the view of the tower within the neighboring residential areas especially during summer months when deciduous trees contain leaves. Limited views, through the trees, may be possible during winter months. Therefore, it is the opinion of TEP that the proposed tower will not provide an additional or significant visual intrusion considering that the existing tower is likely visible from most locations where the replacement tower will be visible. Therefore, the visual and aesthetic impact of the new tower is anticipated to be negligible.



Attached are the photographs, their relative photo simulation, and photograph location map key overlaid on the Google Earth 2/22/2020 aerial photograph. Please don't hesitate to contact TEP with any questions or concerns regarding this report.

Sincerely,

Michael Cassibry
Project Manager
Tower Engineering Professionals, Inc.

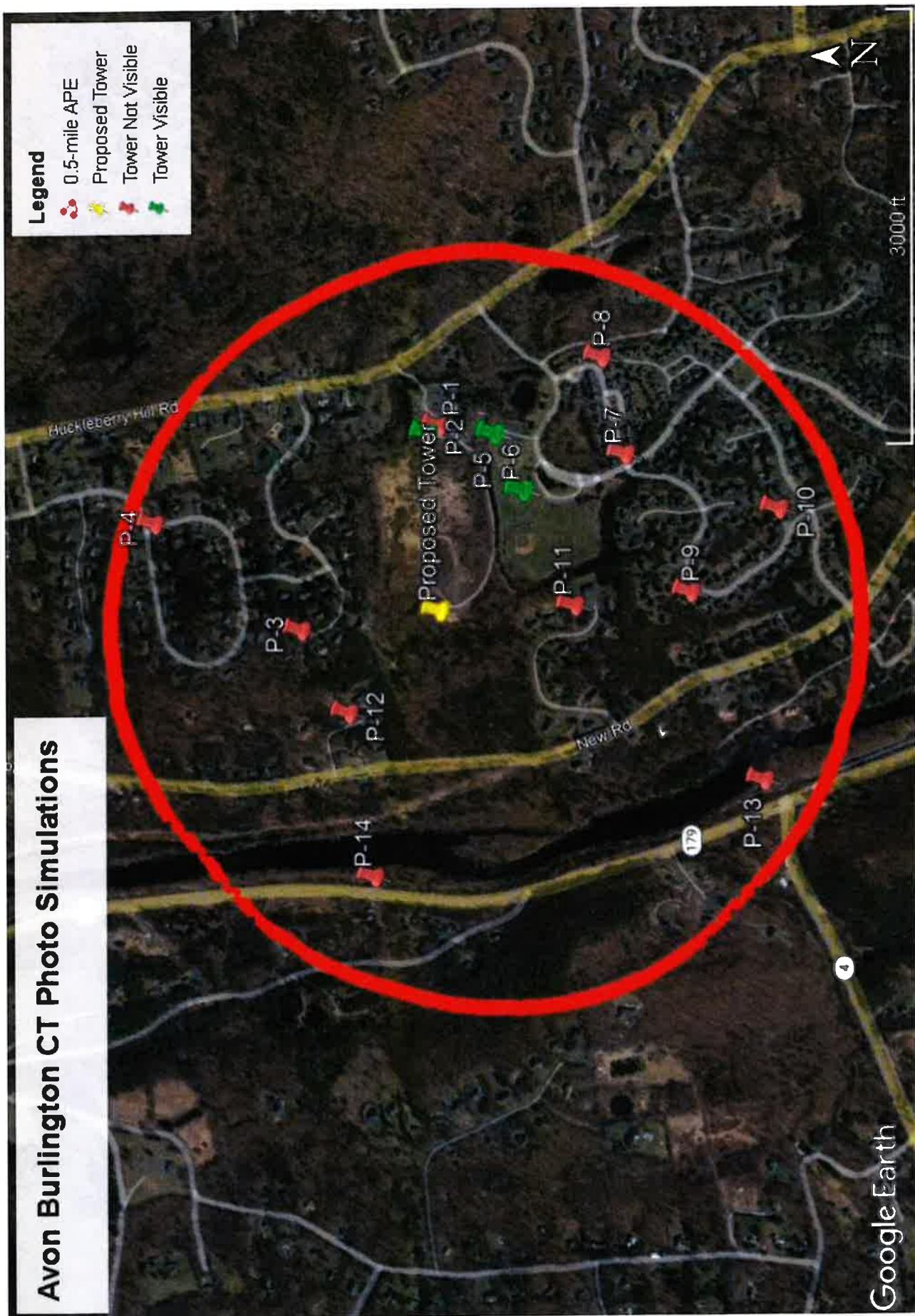


Photo Point 1 Existing & Proposed Views (Tower Not Visible)

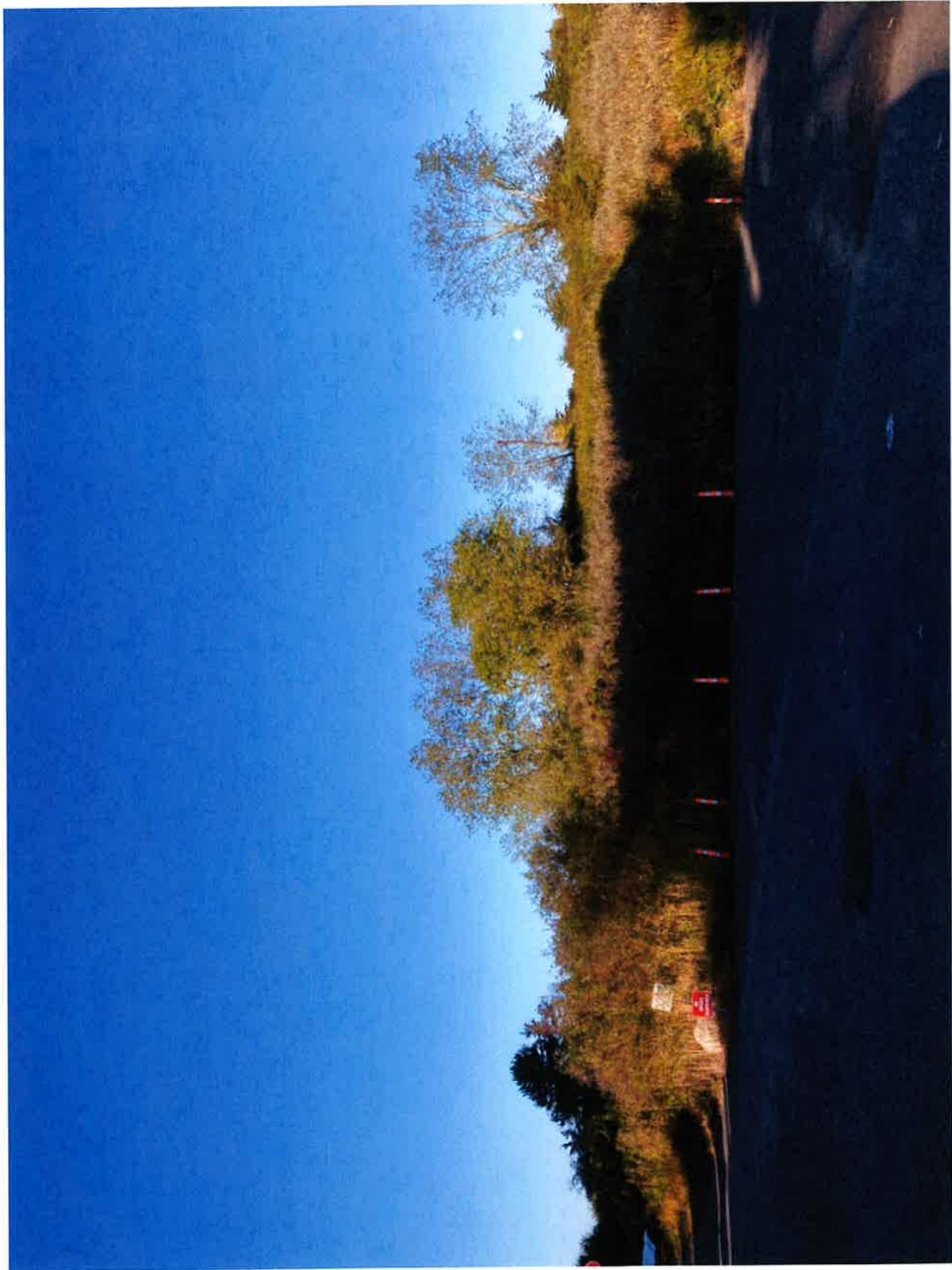


Photo facing west towards the proposed tower location from the southern portion of the Landfill parking lot

Photo Point 2 Existing View

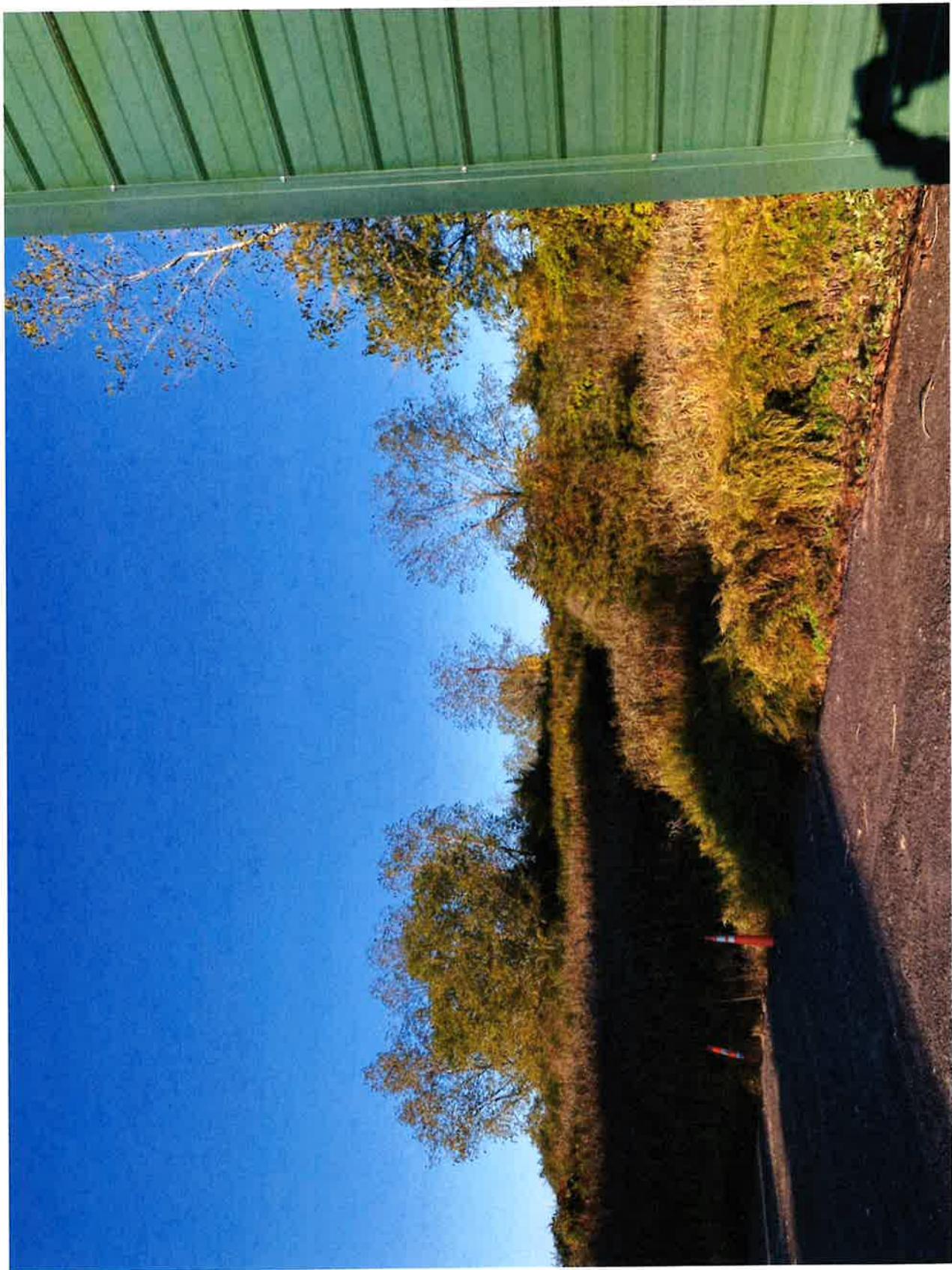


Photo facing west towards the proposed tower location from the southern portion of the Landfill parking lot

Photo Point 2 Proposed View (Tower Partially Visible, Mostly Obscured)

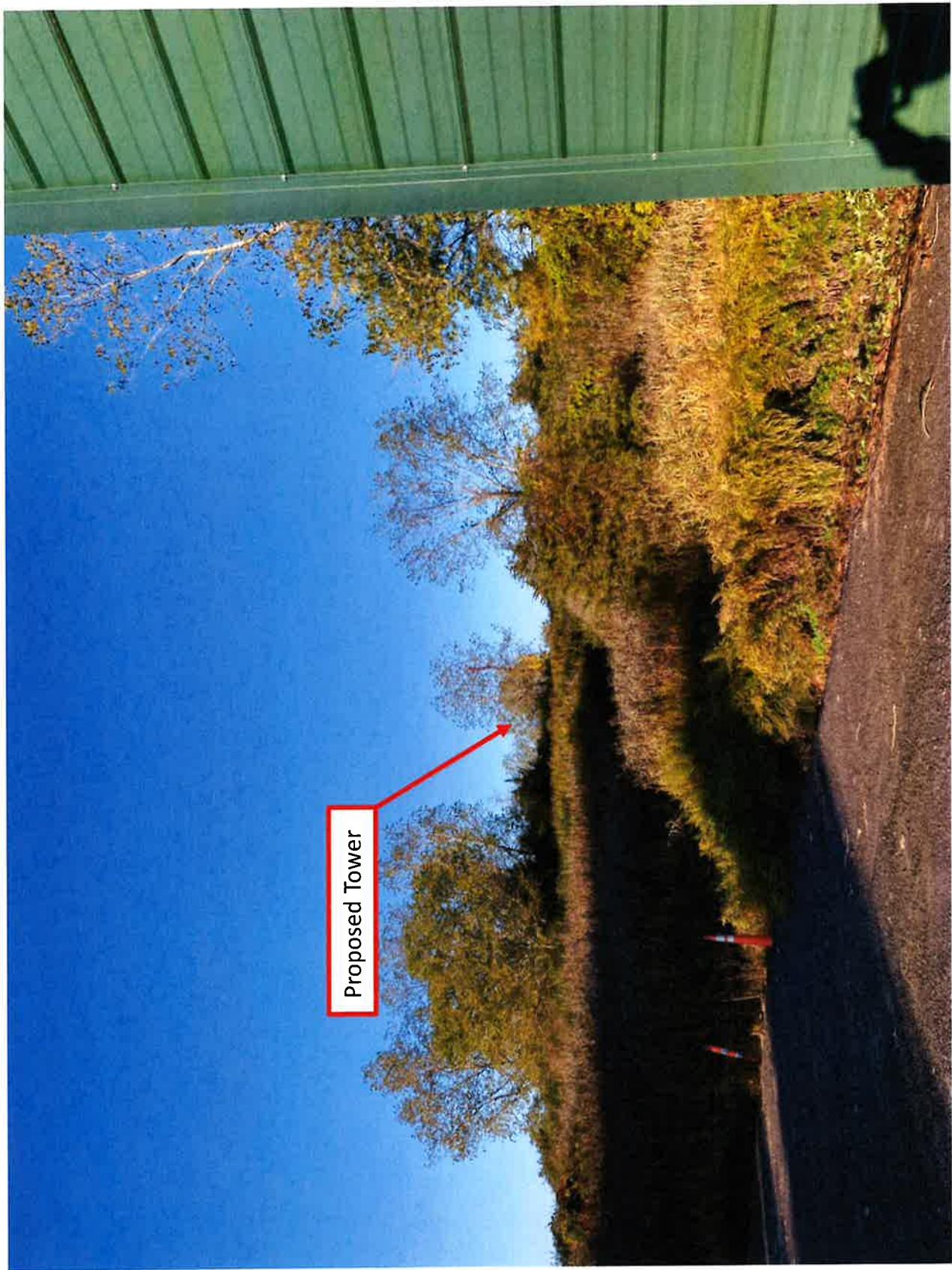


Photo facing west towards the proposed tower location from the southern portion of the Landfill parking lot

Photo Point 3 Existing & Proposed Views (Tower Not Visible)

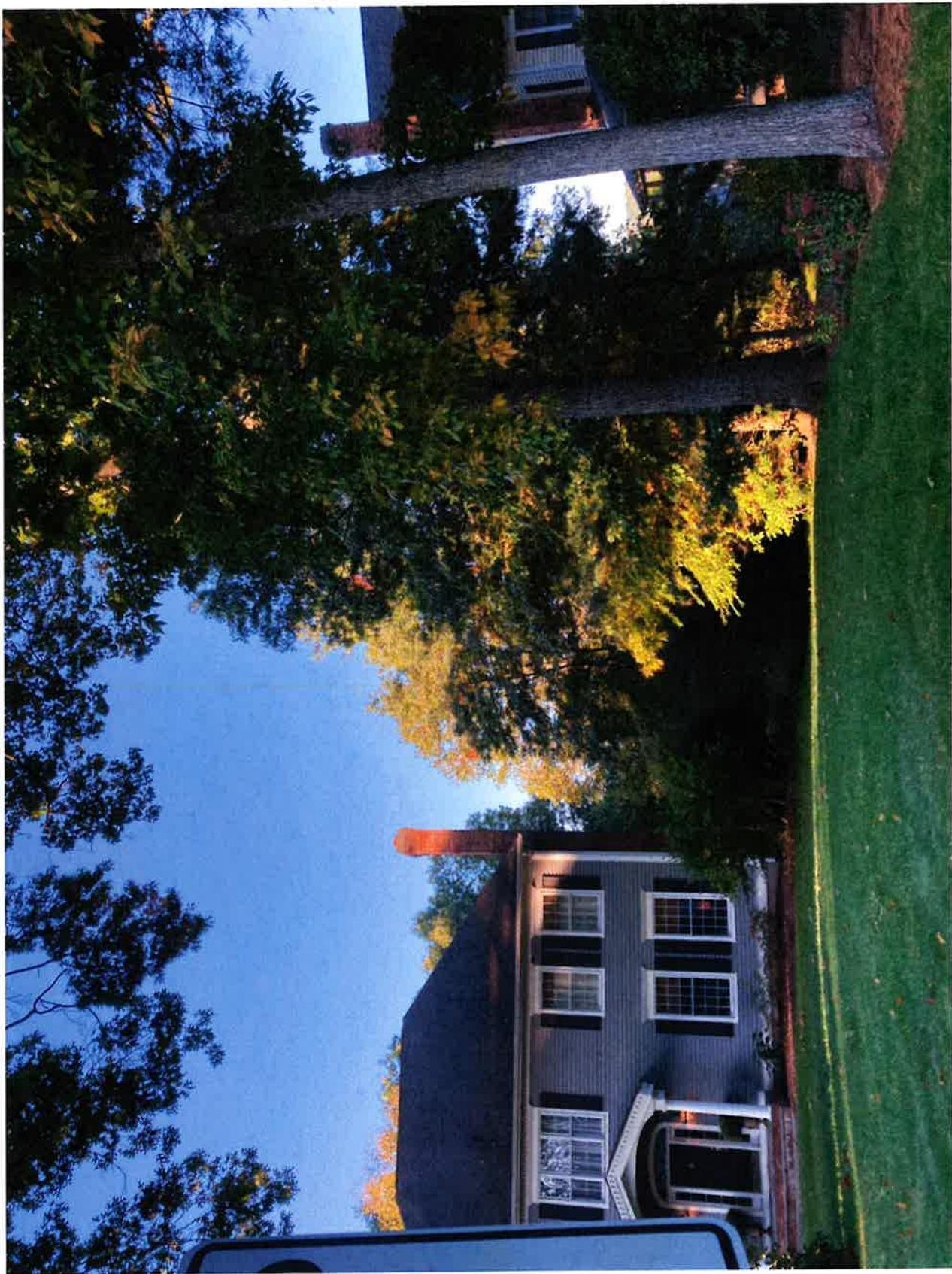


Photo facing south toward the proposed tower location from residential area to the north

Photo Point 4 Existing & Proposed Views (Tower Not Visible)



Photo facing south-southwest towards the proposed tower location from residential area to the north-northeast

Photo Point 5 Existing View



Photo facing west-northwest towards the proposed tower location from the Buckingham Park playground

Photo Point 5 Proposed View (Tower Visible)



Photo facing west-northwest towards the proposed tower location from the Buckingham Park playground

Photo Point 6 Existing View



Photo facing northwest toward the proposed tower location from the Buckingham Park parking lot area

Photo Point 6 Proposed View (Tower Visible)



Photo facing northwest toward the proposed tower location from the Buckingham Park parking lot area

Photo Point 7 Existing & Proposed Views (Tower Not Visible)



Photo facing northwest towards the proposed tower location from the residential area to the southeast

Photo Point 8 Existing & Proposed Views (Tower Not Visible)

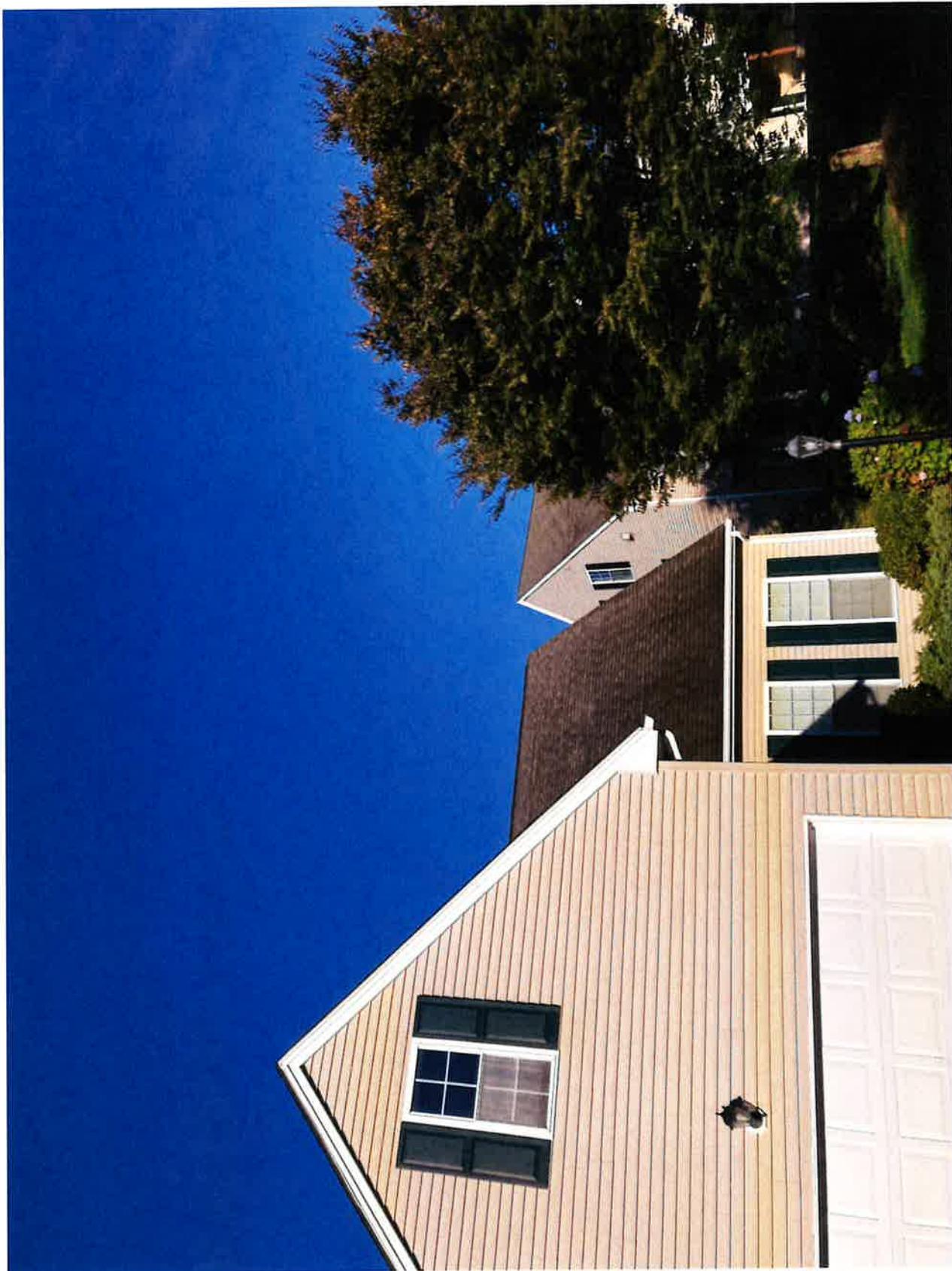


Photo facing west-northwest towards the proposed tower location from the residential area to the east-southeast

Photo Point 9 Existing & Proposed Views (Tower Not Visible)

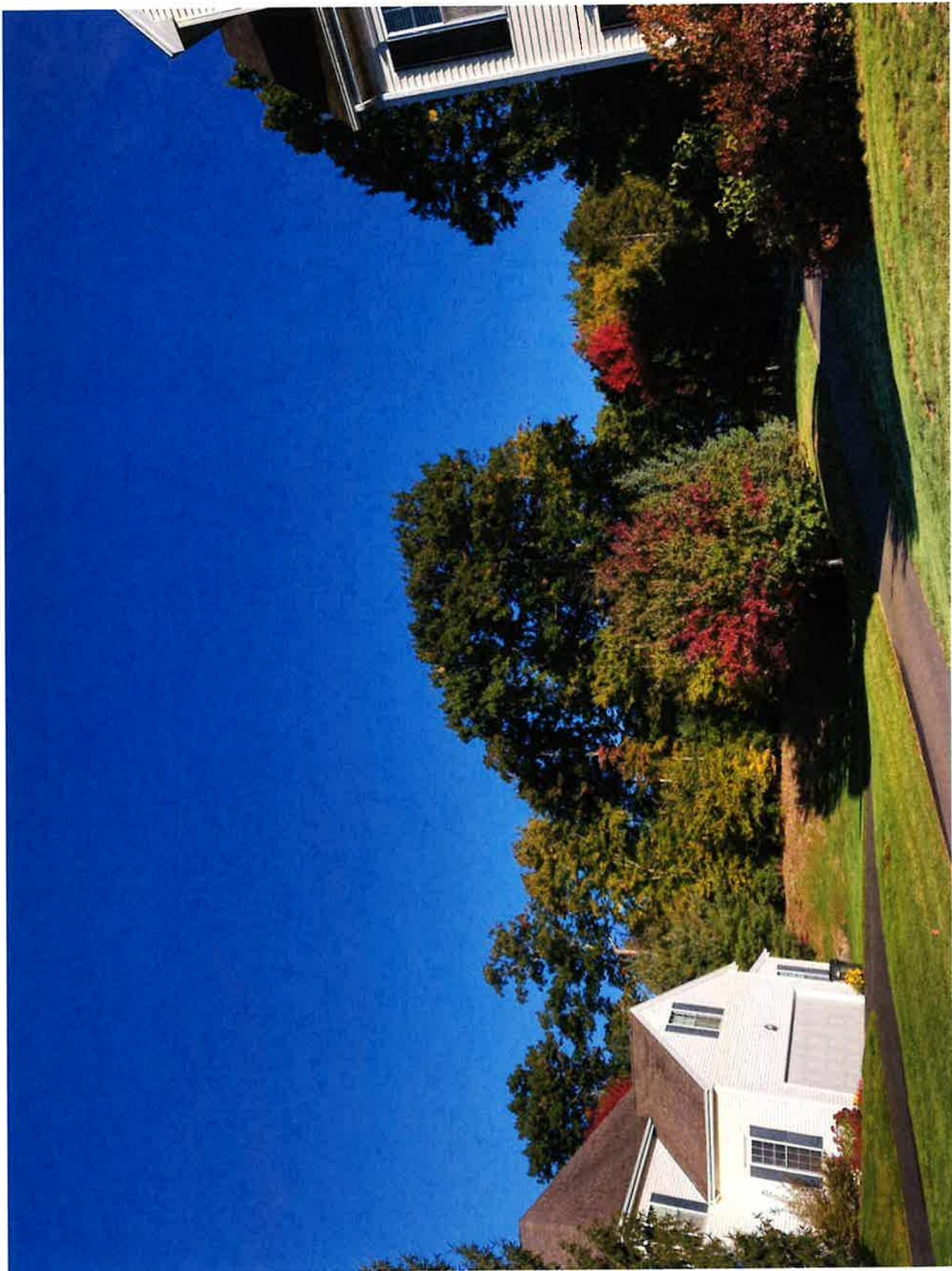


Photo facing north towards the proposed tower location from the residential area to the south

Photo Point 10 Existing & Proposed Views (Tower Not Visible)



Photo facing north-northwest toward the proposed tower location from the residential area to the south-southeast

Photo Point 11 Existing & Proposed Views (Tower Not Visible)



Photo facing north towards the proposed tower location from the eastern exodus of Berkshire Crossing

Photo Point 12 Existing & Proposed Views (Tower Not Visible)



Photo facing southeast toward the proposed tower location from residential area to the northwest

Photo Point 13 Existing & Proposed Views (Tower Not Visible)

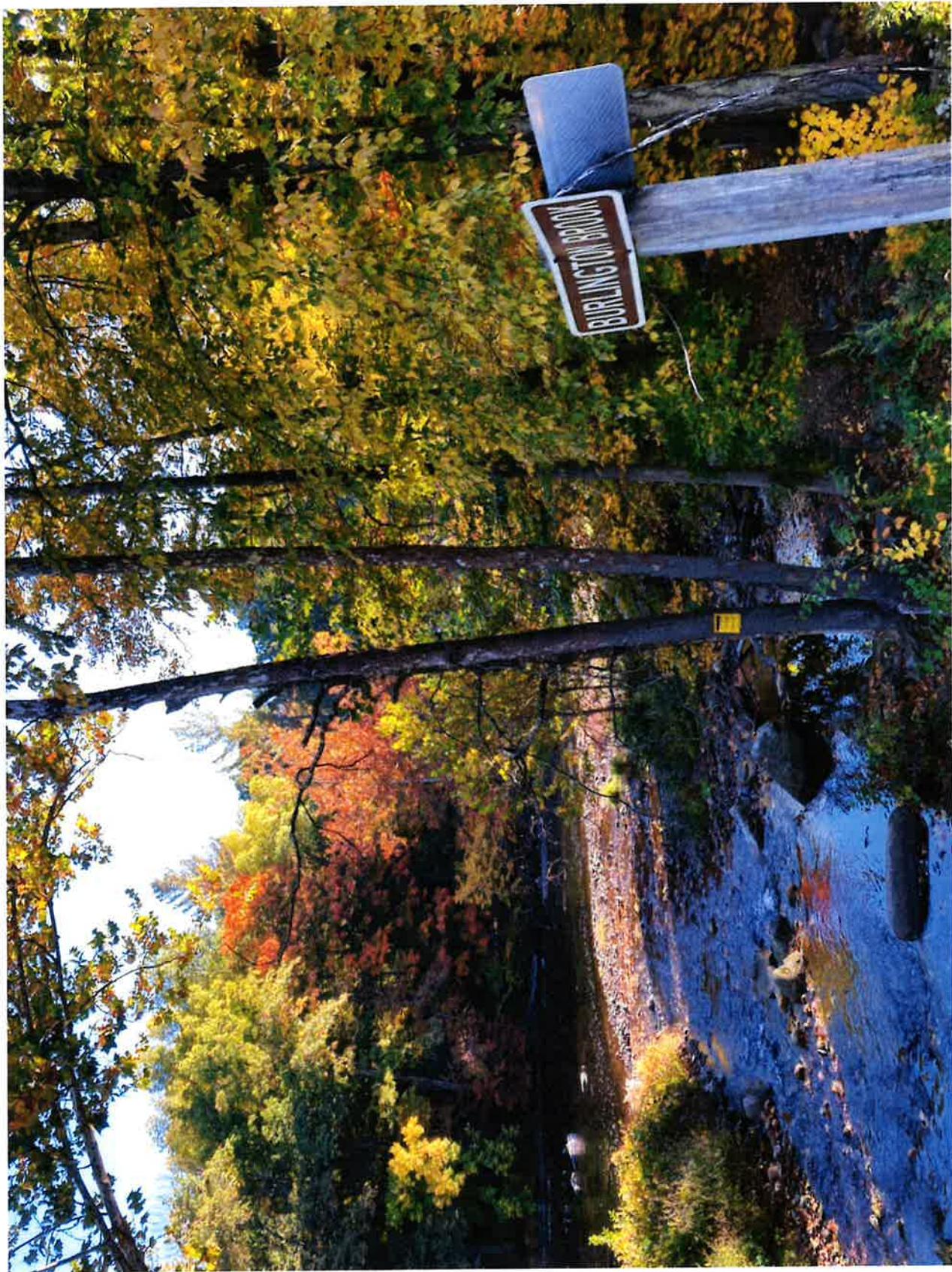


Photo facing northeast towards the proposed tower location from a portion of the Farmington River Trail

Photo Point 14 Existing & Proposed Views (Tower Not Visible)



Photo facing east-southeast toward the proposed tower location from a portion of the Farmington River Trail

ATTACHMENT 7



C Squared Systems, LLC
65 Dartmouth Drive
Auburn, NH 03032
603-644-2800
support@csquaredsystems.com

Calculated Radio Frequency Exposure



CT46143

277 Huckleberry Hill Road, Avon, CT

October 3, 2022

Table of Contents

1. Introduction.....	1
2. FCC Guidelines for Evaluating RF Radiation Exposure Limits.....	1
3. RF Exposure Calculation Methods.....	2
4. Calculation Results	3
5. Conclusion	4
6. Statement of Certification	4
Attachment A: References	5
Attachment B: FCC Limits for Maximum Permissible Exposure (MPE).....	6
Attachment C: AT&T Antenna Data Sheets and Electrical Patterns.....	8
Attachment D: T-Mobile Antenna Data Sheets and Electrical Patterns	10
Attachment E: Verizon Antenna Data Sheets and Electrical Patterns	12

List of Tables

Table 1: Carrier Information.....	3
Table 2: FCC Limits for Maximum Permissible Exposure (MPE)	6

List of Figures

Figure 1: Graph of FCC Limits for Maximum Permissible Exposure (MPE).....	7
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1. Introduction

The purpose of this report is to investigate compliance with applicable FCC regulations for the proposed installation of AT&T, T-Mobile, Verizon and Town of Avon antenna arrays on the proposed tower located at Huckleberry Hill Rd in Avon, CT.

AT&T, T-Mobile and Verizon are proposed to locate the following equipment:

- AT&T – Three (3) multi-band antennas per sector to support its LTE networks;
- T-Mobile – Three (3) multi-band antennas per sector to support its LTE networks;
- Verizon – Up to five (5) multi-band antennas per sector to support its 5G NR, LTE, and CDMA networks;

This report considers the planned antenna configuration¹ for AT&T, T-Mobile, Verizon and the Town of Avon to derive the resulting % Maximum Permissible Exposure of its proposed installation.

2. FCC Guidelines for Evaluating RF Radiation Exposure Limits

In 1985, the FCC established rules to regulate radio frequency (RF) exposure from FCC licensed antenna facilities. In 1996, the FCC updated these rules, which were further amended in August 1997 by OET Bulletin 65 Edition 97-01. These new rules include Maximum Permissible Exposure (MPE) limits for transmitters operating between 300 kHz and 100 GHz. The FCC MPE limits are based upon those recommended by the National Council on Radiation Protection and Measurements (NCRP), developed by the Institute of Electrical and Electronics Engineers, Inc., (IEEE) and adopted by the American National Standards Institute (ANSI).

The FCC general population/uncontrolled limits set the maximum exposure to which most people may be subjected. General population/uncontrolled exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or cannot exercise control over their exposure.

Public exposure to radio frequencies is regulated and enforced in units of milliwatts per square centimeter (mW/cm²). The general population exposure limits for the various frequency ranges are defined in the attached “FCC Limits for Maximum Permissible Exposure (MPE)” in Attachment B of this report.

Higher exposure limits are permitted under the occupational/controlled exposure category, but only for persons who are exposed as a consequence of their employment and who have been made fully aware of the potential for exposure, and they must be able to exercise control over their exposure. General population/uncontrolled limits are five times more stringent than the levels that are acceptable for occupational, or radio frequency trained individuals. Attachment B contains excerpts from OET Bulletin 65 and defines the Maximum Exposure Limit.

Finally, it should be noted that the MPE limits adopted by the FCC for both general population/uncontrolled exposure and for occupational/controlled exposure incorporate a substantial margin of safety and have been established to be well below levels generally accepted as having the potential to cause adverse health effects.

¹ As referenced in the RFDS provided by SBA Communications Corporation

3. RF Exposure Calculation Methods

The power density calculation results were generated using the following formula as outlined in FCC bulletin OET 65:

$$\text{Power Density} = \left(\frac{1.6^2 \times 1.64 \times \text{ERP}}{4\pi \times R^2} \right) \times \text{Off Beam Loss}$$

Where:

ERP = Effective Radiated Power

R = Radial Distance = $\sqrt{(H^2 + V^2)}$

H = Horizontal Distance from antenna

V = Vertical Distance from radiation center of antenna

Ground reflection factor of 1.6

Off Beam Loss is determined by the selected antenna pattern

These calculations assume that the antennas are operating at 100 percent capacity and power, and that all antenna channels are transmitting simultaneously. Obstructions (trees, buildings, etc.) that would normally attenuate the signal are not taken into account. The calculations assume even terrain in the area of study and do not consider actual terrain elevations which could attenuate the signal. As a result, the predicted signal levels reported below are much higher than the actual signal levels will be from the final installations.

4. Calculation Results

Table 1 below outlines the power density information for the proposed installation. All proposed antennas are directional in nature; therefore, the majority of the RF power is focused out towards the horizon. As a result, there will be less RF power directed below the antennas relative to the horizon, and consequently lower power density levels around the base of the tower. Please refer to Attachments C, D and E² for the vertical patterns of the proposed AT&T, T-Mobile and Verizon antennas, respectively. The calculated results in Table 1 include a nominal 10 dB off-beam pattern loss to account for the lower relative gain below the antennas.

Carrier	Antenna Height (Feet)	Operating Frequency (MHz)	Number of Trans.	ERP Per Transmitter (Watts)	Power Density (mw/cm ²)	Limit	% MPE
T-Mobile LTE/5G NR	80	600	1	927	0.0061	0.4000	1.52%
T-Mobile LTE	80	700	1	485	0.0032	0.4667	0.68%
T-Mobile LTE	80	1900	1	1436	0.0094	1.0000	0.94%
T-Mobile GSM	80	1900	1	538	0.0035	1.0000	0.35%
T-Mobile LTE	80	2100	1	1611	0.0106	1.0000	1.06%
T-Mobile LTE/5G NR	80	2500	1	2825	0.0186	1.0000	1.86%
Verizon LTE	110	751	1	3014	0.0100	0.5007	2.00%
Verizon LTE/5G NR	110	875	1	3084	0.0103	0.5833	1.76%
Verizon CDMA	110	890	1	386	0.0013	0.5933	0.22%
Verizon LTE	110	1980	1	6013	0.0200	1.0000	2.00%
Verizon LTE	110	2120	1	6747	0.0224	1.0000	2.24%
Verizon LTE	110	3550	1	217	0.0007	1.0000	0.07%
Verizon 5G NR	110	3700	1	43254	0.1439	1.0000	14.39%
AT&T	90	739	1	4066	0.0207	0.4927	4.21%
AT&T	90	885	1	3883	0.0198	0.5900	3.36%
AT&T	90	1900	1	6013	0.0307	1.0000	3.07%
AT&T	90	2100	1	6904	0.0352	1.0000	3.52%
AT&T	90	2300	1	10356	0.0528	1.0000	5.28%
Town of Avon	122.5	769.20625	1	100	0.0003	0.5128	0.05%
Town of Avon	122.5	769.70625	1	100	0.0003	0.5131	0.05%
Town of Avon	122.5	770.18125	1	100	0.0003	0.5135	0.05%
Town of Avon	122.5	770.90625	1	100	0.0003	0.5139	0.05%
Town of Avon	122.5	773.58125	1	100	0.0003	0.5157	0.05%
Town of Avon	122.5	774.53125	1	100	0.0003	0.5164	0.05%
Town of Avon	122.5	851.0375	1	100	0.0003	0.5674	0.05%
Town of Avon	122.5	851.4	1	100	0.0003	0.5676	0.05%
Town of Avon	122.5	851.9375	1	100	0.0003	0.5680	0.05%
Town of Avon	122.5	852.4125	1	100	0.0003	0.5683	0.05%
Town of Avon	122.5	852.7625	1	100	0.0003	0.5685	0.05%
Town of Avon	122.5	853.2625	1	100	0.0003	0.5688	0.05%
						Total	49.11%

Table 1: Carrier Information³⁴

² The Verizon 3500-3700 MHz antennas are integrated within the radio and antenna pattern specifications are not available for publication in this report.

³ In the case where antenna models are not uniform across all sectors for the same frequency band, the antenna model with the highest gain was used for the calculations to present a worse-case scenario.

⁴ Please note that % MPE values listed are rounded to two decimal points and the total % MPE listed is a summation of each unrounded contribution. Therefore, summing each rounded value may not identically match the total value reflected in the table.

5. Conclusion

The above analysis concludes that RF exposure at ground level from the proposed facility will be below the maximum power density levels as outlined by the FCC in the OET Bulletin 65 Ed. 97-01. Using conservative calculation methods, the highest expected percent of Maximum Permissible Exposure at ground level for AT&T's equipment is **49.11% of the FCC General Population/Uncontrolled limit**.

As noted previously, the calculated % MPE levels are more conservative (higher) than the actual signal levels will be from the finished modifications.

6. Statement of Certification

I certify to the best of my knowledge that the statements in this report are true and accurate. The calculations follow guidelines set forth in FCC OET Bulletin 65 Edition 97-01, ANSI/IEEE Std. C95.1 and ANSI/IEEE Std. C95.3.



September 28, 2022

Date

Report Prepared By:

Ram Acharya

RF Engineer

C Squared Systems, LLC



October 3, 2022

Date

Reviewed/Approved By:

Martin J. Lavin

Senior RF Engineer

C Squared Systems, LLC

Attachment A: References

OET Bulletin 65 - Edition 97-01 - August 1997 Federal Communications Commission Office of Engineering & Technology

IEEE C95.1-2005, IEEE Standard Safety Levels With Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 3 kHz to 300 GHz IEEE-SA Standards Board

IEEE C95.3-2002 (R2008), IEEE Recommended Practice for Measurements and Computations of Radio Frequency Electromagnetic Fields With Respect to Human Exposure to Such Fields, 100 kHz-300 GHz IEEE-SA Standards Board

Attachment B: FCC Limits for Maximum Permissible Exposure (MPE)
(A) Limits for Occupational/Controlled Exposure⁵

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (E) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1500	-	-	f/300	6
1500-100,000	-	-	5	6

(B) Limits for General Population/Uncontrolled Exposure⁶

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (E) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1500	-	-	f/1500	30
1500-100,000	-	-	1.0	30

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

Table 2: FCC Limits for Maximum Permissible Exposure (MPE)

⁵ Occupational/controlled limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure

⁶ General population/uncontrolled exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or cannot exercise control over their exposure

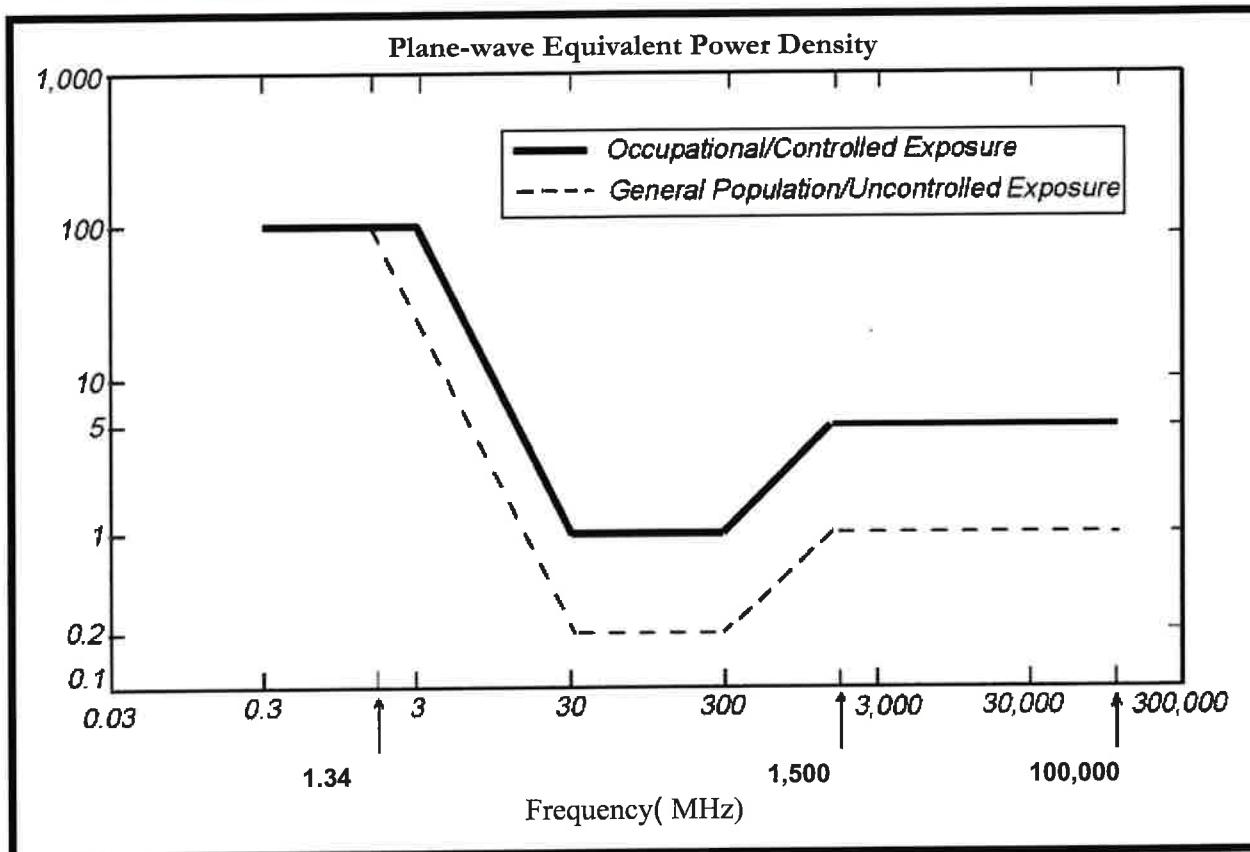
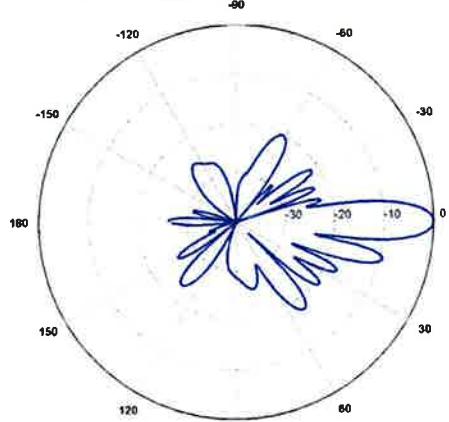
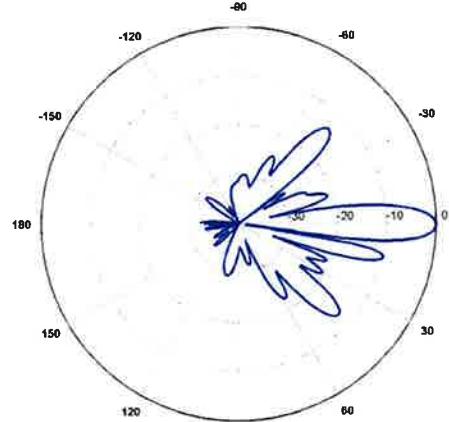
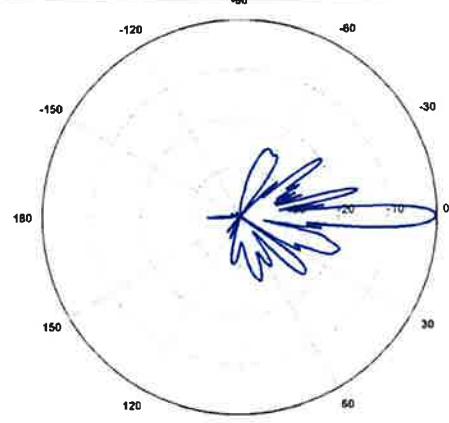


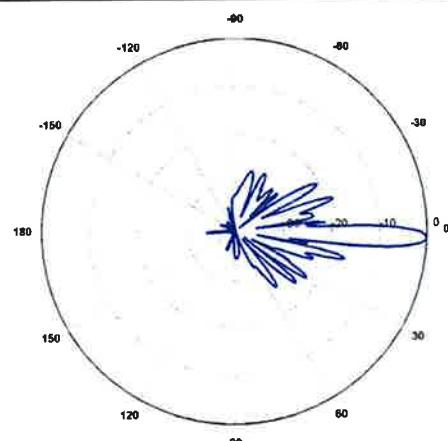
Figure 1: Graph of FCC Limits for Maximum Permissible Exposure (MPE)

Attachment C: AT&T Antenna Data Sheets and Electrical Patterns

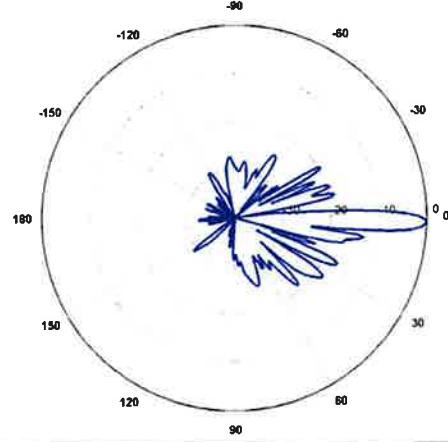
700 MHz <p> Manufacturer: CommScope Model #: SBNH-1D65C Frequency Band: 698 - 806 MHz Gain: 16.2 dBi Vertical Beamwidth: 8.9° Horizontal Beamwidth: 66.2° Polarization: ±45° Size L x W x D: 96.58" x 11.85" x 7.1" </p>	
885 MHz <p> Manufacturer: CommScope Model #: SBNH-1D65C Frequency Band: 806 - 896 MHz Gain: 16 dBi Vertical Beamwidth: 7.8° Horizontal Beamwidth: 63.8° Polarization: ±45° Size L x W x D: 96.58" x 11.85" x 7.1" </p>	
1900 MHz <p> Manufacturer: CommScope Model #: SBNH-1D65C Frequency Band: 1850 - 1990 MHz Gain: 17.9 dBi Vertical Beamwidth: 5.2° Horizontal Beamwidth: 64.5° Polarization: ±45° Size L x W x D: 96.58" x 11.85" x 7.1" </p>	

2100 MHz

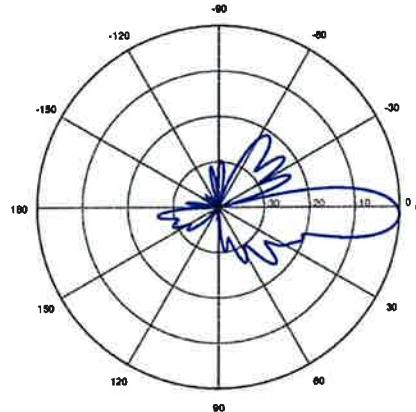
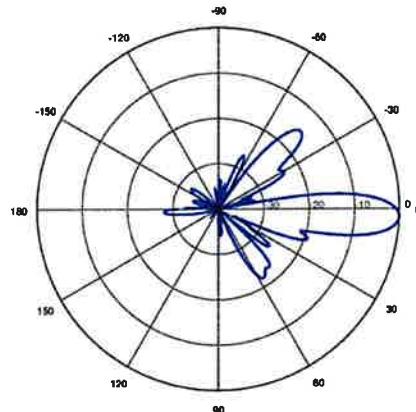
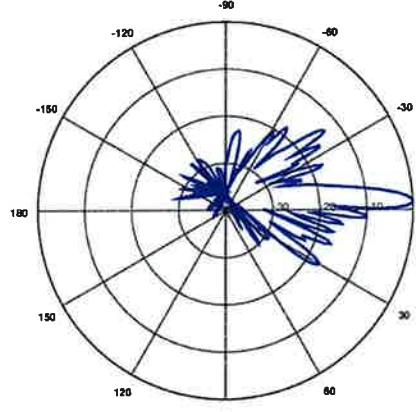
Manufacturer: CommScope
Model #: SBNH-1D65C
Frequency Band: 1920 - 2200 MHz
Gain: 18.5 dBi
Vertical Beamwidth: 5°
Horizontal Beamwidth: 63°
Polarization: ±45°
Size L x W x D: 96.58" x 11.85" x 7.1"

**2300 MHz**

Manufacturer: CommScope
Model #: SBNH-1D65C
Frequency Band: 2300 - 2360 MHz
Gain: 18.5 dBi
Vertical Beamwidth: 4.4°
Horizontal Beamwidth: 58°
Polarization: ±45°
Size L x W x D: 96.58" x 11.85" x 7.1"



Attachment D: T-Mobile Antenna Data Sheets and Electrical Patterns

<p>600 MHz</p> <p>Manufacturer: RFS Model #: APXVAR18_43-C-NA20 Frequency Band: 617 - 698 MHz Gain: 14.7 dBi Vertical Beamwidth: 15.5° Horizontal Beamwidth: 66.1° Polarization: ±45° Size L x W x D: 68" x 16" x 9"</p>	
<p>700 MHz</p> <p>Manufacturer: RFS Model #: APXVAR18_43-C-NA20 Frequency Band: 698 - 746 MHz Gain: 15 dBi Vertical Beamwidth: 14.1° Horizontal Beamwidth: 63.8° Polarization: ±45° Size L x W x D: 68" x 16" x 9"</p>	
<p>1900 MHz</p> <p>Manufacturer: RFS Model #: APXVAR18_43-C-NA20 Frequency Band: 1850 - 1990 MHz Gain: 18.1 dBi Vertical Beamwidth: 5.5° Horizontal Beamwidth: 69.1° Polarization: ±45° Size L x W x D: 68" x 16" x 9"</p>	

2100 MHz

Manufacturer: RFS

Model #: APXVAR18_43-C-NA20

Frequency Band: 1920 - 2200 MHz

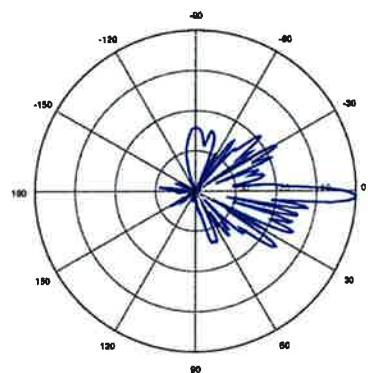
Gain: 18.9 dBi

Vertical Beamwidth: 5.1°

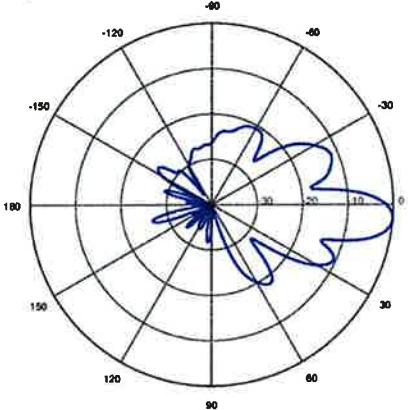
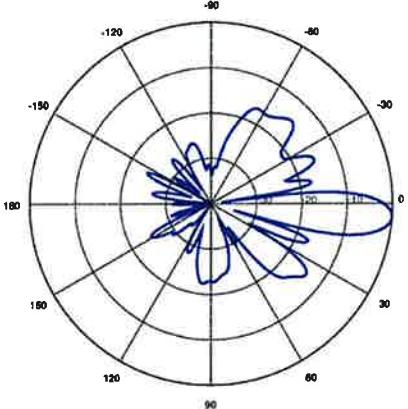
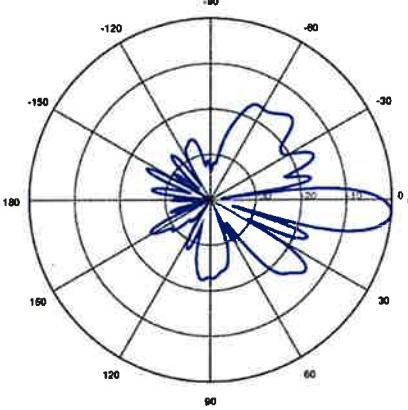
Horizontal Beamwidth: 64.3°

Polarization: ±45°

Size L x W x D: 68" x 16" x 9"

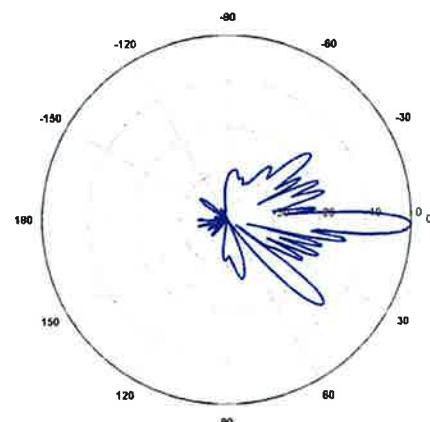


Attachment E: Verizon Antenna Data Sheets and Electrical Patterns

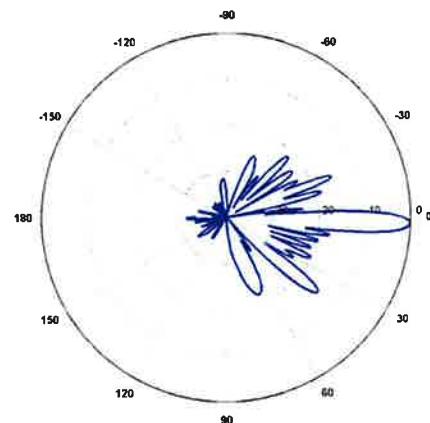
700 MHz <p> Manufacturer: CommScope Model #: NHH-65B-R2B Frequency Band: 698 - 806 MHz Gain: 14.9 dBi Vertical Beamwidth: 12.4° Horizontal Beamwidth: 65° Polarization: ±45° Size L x W x D: 71.97" x 11.85" x 7.1" </p>	
875 MHz <p> Manufacturer: CommScope Model #: NHH-65B-R2B Frequency Band: 806 - 896 MHz Gain: 15 dBi Vertical Beamwidth: 11.2° Horizontal Beamwidth: 60° Polarization: ±45° Size L x W x D: 71.97" x 11.85" x 7.1" </p>	
890 MHz <p> Manufacturer: CommScope Model #: NHH-65B-R2B Frequency Band: 806 - 896 MHz Gain: 15 dBi Vertical Beamwidth: 11.2° Horizontal Beamwidth: 60° Polarization: ±45° Size L x W x D: 71.97" x 11.85" x 7.1" </p>	

1900 MHz

Manufacturer: CommScope
Model #: NHH-65B-R2B
Frequency Band: 1920 - 2200 MHz
Gain: 18.4 dBi
Vertical Beamwidth: 4.9°
Horizontal Beamwidth: 64°
Polarization: ±45°
Size L x W x D: 71.97" x 11.85" x 7.1"

**2100 MHz**

Manufacturer: CommScope
Model #: NHH-65B-R2B
Frequency Band: 1920 - 2200 MHz
Gain: 18.4 dBi
Vertical Beamwidth: 4.9°
Horizontal Beamwidth: 64°
Polarization: ±45°
Size L x W x D: 71.97" x 11.85" x 7.1"



ATTACHMENT 8



SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.995.7670
F + 561.995.7626

sbasite.com

Site Specific Obstruction Evaluation Report

Date: August 23, 2022

Study Site Name: CT 46143-A Burlington - Avon Landfill Drop & Swap

Study Site Latitude: 41° 47' 17.28"

Study Site Longitude: 072° 55' 05.71"

Surface Elevation: 529' AMSL (Above Mean Sea Level)

Structure Height: 150' AGL (Above Ground Level)

Total Height: 679' AMSL

This study is conducted in accordance with Federal Aviation Regulations (FAR) Part 77 and the Federal Communications Commission (FCC) Rules Part 17.

This report is intended for the exclusive use of SBA Network Services, LLC, and their clients in making appropriate regulatory filings and may not be reproduced in any form or manner.

AFFECT

The study site is located 38,814' or 6.39 NM Northwest from the airport reference point (ARP) of Robertson Field, a public use, instrumented airport. The proposed structure **would not** affect VFR flight operations at this airport.

Private use airports or heliports do not meet FAR PART 77 criteria and the FAA would not consider them in its study of the proposed structure. In the interest of flight safety SBA considers private use airports in every study. SBA found no evidence of private use airports, which affect this study site.

FAA Notice (FAR PART 77.9 (a)): The proposed 150' AGL structure **would not exceed** this 200' AGL surface. FAA notice of proposed construction **is not required**.

FAR PART 77.9 (b) (1) (2) (3): The proposed 150' AGL structure **would not exceed** the imaginary 100:1 slope surface or fail the FCC slope surface for the Robertson Field. FAA notice of proposed construction **is not required**.

Obstructions Standards of FAR PART 77.19, and FAR 77.17 (Ref: FAR PART 77.19 (a) (1), (2), (3), and FAR PART 77.17): The proposed 150' AGL structure **would not exceed** obstruction standards for the Robertson Field.

AM Broadcast Station Affect: SBA found no evidence of AM Broadcast Stations that would affect the study site. FCC regulations require the responsible party to show that a new or significantly modified tower would not negatively affect an AM station (FCC13-115).

Conclusion/Recommendations:

The proposed 150' AGL/679' AMSL structure (drop & swap) would not be considered an obstruction to air navigation by the FAA. FAA notice of proposed construction **is not required**. If filed, the FAA would likely approve such a proposal.

- **FAA notice of proposed construction is not required. Maximum no notice height is 200' AGL.**
- **Marking and Lighting is not required. Maximum no lighting height is 200' AGL.**
- **Extended study is not required.**
- **The proposed structure would not be considered a hazard to IFR flight operations.**
- **The proposed structure is not within AM Broadcast Station interference radius. FCC regulations require the responsible party to show that a new or significantly modified tower would not negatively affect an AM station (FCC13-115).**
- **Proposed structure would not affect flight operations at private use airports or heliports.**

For questions or concerns contact Clint Papenfuss at (561) 226-9481.

Clinton T. Papenfuss
SBA Airspace Analyst

ATTACHMENT 9

KENNETH C. BALDWIN

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
kbaldwin@rc.com
Direct (860) 275-8345

Also admitted in Massachusetts
and New York

November 9, 2022

Via Certificate of Mailing

Brandon Robertson, Town Manager
Town of Avon
60 West Main Street
Avon, CT 06001

Re: **Petition for Declaratory Ruling Filed with the Connecticut Siting Council for the Replacement of a Telecommunications Tower at 277 Huckleberry Hill Road, Avon, Connecticut**

Dear Mr. Robertson:

This firm represents the SBA Communications Corporation (“SBA”). Today, SBA filed a Petition for Declaratory Ruling (“Petition”) with the Connecticut Siting Council (“Council”) seeking approval to replace an existing 100-foot laminated wood tower with a 130-foot steel monopole tower on Town-owned property at 277 Huckleberry Hill Road, Avon, Connecticut (the “Property”). The replacement tower would support antennas owned and operated by the Town of Avon, AT&T, T-Mobile and Verizon Wireless. Equipment associated with the antennas would be located on the ground near the base of the tower in an expanded facility compound. Once construction of the new tower is complete, the existing 100-foot tower will be removed from the Property.

A copy of the full Petition is attached for your review. If you have any questions regarding this Petition, please contact me or the Siting Council directly at (860) 827-2935.

Sincerely,



Kenneth C. Baldwin

KCB/kmd
Attachment

KENNETH C. BALDWIN

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
kbaldwin@rc.com
Direct (860) 275-8345

Also admitted in Massachusetts
and New York

November 9, 2022

Via Certificate of Mailing

Dan Polhamus, Town Council Chairman
Town of Avon
60 West Main Street
Avon, CT 06001

Re: **Petition for Declaratory Ruling Filed with the Connecticut Siting Council for the Replacement of a Telecommunications Tower at 277 Huckleberry Hill Road, Avon, Connecticut**

Dear Mr. Polhamus:

This firm represents the SBA Communications Corporation (“SBA”). Today, SBA filed a Petition for Declaratory Ruling (“Petition”) with the Connecticut Siting Council (“Council”) seeking approval to replace an existing 100-foot laminated wood tower with a 130-foot steel monopole tower on Town-owned property at 277 Huckleberry Hill Road, Avon, Connecticut (the “Property”). The replacement tower would support antennas owned and operated by the Town of Avon, AT&T, T-Mobile and Verizon Wireless. Equipment associated with the antennas would be located on the ground near the base of the tower in an expanded facility compound. Once construction of the new tower is complete, the existing 100-foot tower will be removed from the Property.

A copy of the full Petition is attached for your review. If you have any questions regarding this Petition, please contact me or the Siting Council directly at (860) 827-2935.

Sincerely,



Kenneth C. Baldwin

KCB/kmd
Attachment

KENNETH C. BALDWIN

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Hartford, CT 06103-3597
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Fax (860) 275-8299
kbaldwin@rc.com
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and New York

November 9, 2022

Via Certificate of Mailing

Hiram Peck III, Director of Planning and Community Development
Town of Avon
60 West Main Street
Avon, CT 06001

**Re: Petition for Declaratory Ruling Filed with the Connecticut Siting Council for the
Replacement of a Telecommunications Tower at 277 Huckleberry Hill Road, Avon,
Connecticut**

Dear Mr. Peck:

This firm represents the SBA Communications Corporation (“SBA”). Today, SBA filed a Petition for Declaratory Ruling (“Petition”) with the Connecticut Siting Council (“Council”) seeking approval to replace an existing 100-foot laminated wood tower with a 130-foot steel monopole tower on Town-owned property at 277 Huckleberry Hill Road, Avon, Connecticut (the “Property”). The replacement tower would support antennas owned and operated by the Town of Avon, AT&T, T-Mobile and Verizon Wireless. Equipment associated with the antennas would be located on the ground near the base of the tower in an expanded facility compound. Once construction of the new tower is complete, the existing 100-foot tower will be removed from the Property.

A copy of the full Petition is attached for your review. If you have any questions regarding this Petition, please contact me or the Siting Council directly at (860) 827-2935.

Sincerely,



Kenneth C. Baldwin

KCB/kmd
Attachment

KENNETH C. BALDWIN

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Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
kbaldwin@rc.com
Direct (860) 275-8345

Also admitted in Massachusetts
and New York

November 9, 2022

Via Certificate of Mailing

Douglas Thompson, First Selectman
Town of Burlington
200 Spielman Highway
Burlington, CT 06013

**Re: Petition for Declaratory Ruling Filed with the Connecticut Siting Council for the
Replacement of a Telecommunications Tower at 277 Huckleberry Hill Road, Avon,
Connecticut**

Dear First Selectman Thompson:

This firm represents the SBA Communications Corporation (“SBA”). Today, SBA filed a Petition for Declaratory Ruling (“Petition”) with the Connecticut Siting Council (“Council”) seeking approval to replace an existing 100-foot laminated wood tower with a 130-foot steel monopole tower on Town-owned property at 277 Huckleberry Hill Road, Avon, Connecticut (the “Property”). The replacement tower would support antennas owned and operated by the Town of Avon, AT&T, T-Mobile and Verizon Wireless. Equipment associated with the antennas would be located on the ground near the base of the tower in an expanded facility compound. Once construction of the new tower is complete, the existing 100-foot tower will be removed from the Property.

A copy of the full Petition is attached for your review. If you have any questions regarding this Petition, please contact me or the Siting Council directly at (860) 827-2935.

Sincerely,



Kenneth C. Baldwin

KCB/kmd
Attachment

KENNETH C. BALDWIN

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Fax (860) 275-8299
kbaldwin@rc.com
Direct (860) 275-8345

Also admitted in Massachusetts
and New York

November 9, 2022

Via Certificate of Mailing

Richard Miller, Chairman
Planning and Zoning Commission
Town of Burlington
200 Spielman Highway
Burlington, CT 06013

**Re: Petition for Declaratory Ruling Filed with the Connecticut Siting Council for the
Replacement of a Telecommunications Tower at 277 Huckleberry Hill Road, Avon,
Connecticut**

Dear Mr. Miller:

This firm represents the SBA Communications Corporation (“SBA”). Today, SBA filed a Petition for Declaratory Ruling (“Petition”) with the Connecticut Siting Council (“Council”) seeking approval to replace an existing 100-foot laminated wood tower with a 130-foot steel monopole tower on Town-owned property at 277 Huckleberry Hill Road, Avon, Connecticut (the “Property”). The replacement tower would support antennas owned and operated by the Town of Avon, AT&T, T-Mobile and Verizon Wireless. Equipment associated with the antennas would be located on the ground near the base of the tower in an expanded facility compound. Once construction of the new tower is complete, the existing 100-foot tower will be removed from the Property.

A copy of the full Petition is attached for your review. If you have any questions regarding this Petition, please contact me or the Siting Council directly at (860) 827-2935.

Sincerely,



Kenneth C. Baldwin

KCB/kmd
Attachment

ATTACHMENT 10

KENNETH C. BALDWIN

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
kbaldwin@rc.com
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Also admitted in Massachusetts
and New York

November 9, 2022

Via Certificate of Mailing

«Name_and_Address»

Re: Petition for Declaratory Ruling Filed with the Connecticut Siting Council for the Replacement of a Telecommunications Tower at 277 Huckleberry Hill Road, Avon, Connecticut

Dear «Salutation»:

This firm represents the SBA Communications Corporation (“SBA”). Today, SBA filed a Petition for Declaratory Ruling (“Petition”) with the Connecticut Siting Council (“Council”) seeking approval to replace an existing 100-foot laminated wood tower with a 130-foot steel monopole tower on Town-owned property at 277 Huckleberry Hill Road, Avon, Connecticut (the “Property”). The replacement tower would support antennas owned and operated by the Town of Avon, AT&T, T-Mobile and Verizon Wireless. Equipment associated with the antennas would be located on the ground near the base of the tower in an expanded facility compound. Once construction of the new tower is complete, the existing 100-foot tower will be removed from the Property. A copy of the full Petition is attached for your review.

This notice is being sent to you because you are listed on the Town Assessor’s records as an owner of land that abuts the Property. If you have any questions regarding the Petition, the Council’s process for reviewing the Petition or the details of the filing itself, please feel free to contact me at the number listed above. You may also contact the Council directly at 860-827-2935.

Robinson+Cole

November 9, 2022

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth C. Baldwin".

Kenneth C. Baldwin

Attachment

ADJACENT PROPERTY OWNERS

PETITIONER: SBA Communications Corporation

PROPERTY OWNER: Town of Avon

PROPERTY ADDRESS: 277 Huckleberry Hill Road

MAP/BLOCK/LOT: 2810277

	Property Address	Owner and Mailing Address
1.	19 Berkshire Crossing	Thomas P. and Julie E. Armstrong 19 Berkshire Crossing Avon, CT 06001
2.	295 New Road	Town of Avon 60 West Main Street Avon, CT 06001
3.	11 Berkshire Crossing	Town of Avon 60 West Main Street Avon, CT 06001
4.	12 Buckingham Road	Town of Avon 60 West Main Street Avon, CT 06001
5.	10 Buckingham Road	Town of Avon 60 West Main Street Avon, CT 06001
6.	281 Huckleberry Hill Rd	Town of Avon 60 West Main Street Avon, CT 06001
7.	335 Huckleberry Hill Rd	Town of Avon 60 West Main Street Avon, CT 06001
8.	277 Huckleberry Hill Rd	Town of Avon 60 West Main Street Avon, CT 06001

9.	73 Westbury	Christopher R. Calma 73 Westbury Avon, CT 06001
10.	7 Berkshire Crossing	Charles F. Carrier 7 Berkshire Crossing Avon, CT 06001
11.	15 Heathcote	Sandra L. Connelli 15 Heathcote Avon, CT 06001
12.	16 Heathcote	Cynthia G. and Desmond W. Ebanks 16 Heathcote Avon, CT 06001
13.	79 Westbury	Kristen Gibbs 79 Westbury Avon, CT 06001
14.	17 Westbury	Jason and Alison A. Hoefer 17 Westbury Avon, CT 06001
15.	291 Huckleberry Hill Rd	James P. and Jordana W. Kennedy 291 Huckleberry Hill Road Avon, CT 06001
16.	250 New Road	David L. and Hannah V. Lawton 250 New Road Avon, CT 06001
17.	83 Westbury	Brian R. and Elizabeth A. Loveless 83 Westbury Avon, CT 06001
18.	264 New Road	Diane C. and Russell J. Maida 264 New Road Avon, CT 06001
19.	325 New Road	Metropolitan District P.O. Box 800 Hartford, CT 06142
20.	271 Huckleberry Hill Rd	Kenneth J. and Lizbeth A. Papa 271 Huckleberry Hill Road Avon, CT 06001

21.	248 New Road	Joseph D. and Charlene U. Plourde 248 New Road Avon, CT 06001
22.	265 New Road	Karren B. Slade 264 New Road Avon, CT 06001
23.	61 Westbury	Kevin E. and Sara B. Verge 61 Westbury Avon, CT 06001
24.	67 Westbury	Collin T. and Erin F. White 67 Westbury Avon, CT 06001