

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE: :
 :
 APPLICATION OF HOMELAND : DOCKET NO. 509
 TOWERS, LLC FOR A CERTIFICATE :
 OF ENVIRONMENTAL :
 COMPATIBILITY AND PUBLIC NEED :
 FOR THE CONSTRUCTION, :
 MAINTENANCE AND OPERATION OF :
 A TELECOMMUNICATIONS FACILITY :
 AT 1837 PONUS RIDGE ROAD, NEW :
 CANAAN, CONNECTICUT : JULY 08, 2022

New Canaan Neighbors Second Supplemental Request for Administrative Notice

NCN respectfully requests that the Siting Council take administrative notice of the following items found in the public record, as well as judicially cognizable facts and generally recognized technical or scientific facts within the Council’s specialized knowledge, and facts not subject to reasonable dispute and known within the jurisdiction of the Council or capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned:

1. DOCKET NO. 502 – Cellco Partnership d/b/a Verizon Wireless application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a telecommunications facility

located at 118 Newton Road, Woodbridge, Connecticut.: Applicants Late-Filed Exhibits, 08/17/21.

2. DOCKET NO. 445 – InSite Towers Development, LLC Homeland Towers, LLC and New Cingular Wireless PCS, LLC Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a telecommunications facility located at Ridgefield Town Assessor Map Parcel #D08-124, southwest of the intersection of Old Stagecoach Road and Aspen Ledges Road, Ridgefield, Connecticut.
3. Cellular Telecommunications and Internet Association (CTIA, aka The Wireless Association), “What is a Small Cell?”, March 27, 2018, <https://www.ctia.org/news/what-is-a-small-cell> (last visited on July 7, 2022), providing that “[i]t only takes about an hour or two [to] install a small cell and they can often be placed on existing infrastructure, like a streetlight.” The CTIA was a participant in CSC Docket number 432, which has been administratively noticed by the Council.
4. Public Record 32. License Agreement for 982 Oenoke Ridge in New Canaan. (Attached as Public Record 32.)
5. Public Record 33. Letter by Director of Public Works Joseph Zagarenski with excerpt of attached slideshow, “RE: Public Safety Radio Antennas at 982 Oenoke Ridge,” dated January 13, 2022. (Attached as Public Record 33.)

Respectfully submitted,

/s/Justin Nishioka
Justin Nishioka, NCN Representative

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was electronically mailed to the following service list on July 8, 2022.

Attorney Lucia Chiocchio
Attorney Kristel Motel
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, NY 10601
LChiocchio@cuddyfeder.com
KMotel@cuddyfeder.com

Raymond Vergati
Manuel Vicente
Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810
rv@homelandtowers.us
mv@homelandtowers.us

Brian Leyden
Harry Carey
AT&T
84 Deerfield Lane
Meriden, CT 06067
bl5326@att.com
hc3635@att.com

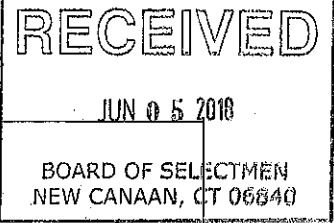
Attorney Kenneth C. Baldwin
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103-3597
(860) 275-8200
KBALDWIN@rc.com

Attorney David F. Sherwood
Moriarty, Paetzold & Sherwood
2230 Main Street, P.O. Box 1420
Glastonbury, CT 06033-6620
dfsherwood@gmail.com

/s/Justin Nishioka
Justin Nishioka, NCN Representative

NCN Second Supplemental
Request for Administrative
Notice

Public Record 32



LICENSE AGREEMENT

This License Agreement ("Agreement") is made as of this ____ day of April, 2018, by and between **ROBERT MCNAMARA** and **BONNIE MCNAMARA**, of 982 Oenoke Ridge, New Canaan, CT 06840 (collectively, the "Licensor"), and the **TOWN OF NEW CANAAN**, a municipal corporation, of 77 Main Street, New Canaan, CT 06840 (the "Town").

RECITALS

- A. Licensor is the owner of a certain parcel of land and buildings situated in the Town of New Canaan, County of Fairfield and State of Connecticut, known and designated as a 982 Oenoke Ridge, Assessor's Map 34, Block 31, Lot 88 (the "Property").
- B. The Town has requested that Licensor allow the Town to use a portion of the Property for the installation and operation of public safety radio equipment.
- C. The Licensor is willing to permit the Town to use a portion of the Property for those purposes subject to the terms and conditions contained herein.

NOW, THEREFORE, the Licensor and the Town agree as follows.

1. GRANT OF LICENSE:

The Licensor grants to the Town a license to use a portion of the Property for the installation and operation of public safety radio equipment (the "License"). The public safety radio equipment shall consist of an antenna, together with brackets and cables to be attached to the red barn on the Property, and server cabinets to be located outside the barn as more particularly described in Exhibit A and Exhibit B, attached hereto. The License shall include the right to install, inspect, maintain, repair and replace the equipment and to pass and repass over the portion of the Property indicated as "hard-pack access road covered with grass" on Exhibit B and access to power and telecommunication lines. For routine inspections, maintenance and the like, the Town will contact the Licensor by telephone, text message or e-mail to identify a mutually agreeable time to enter the Property, but in all cases at least twenty four (24) hours before the visit and request the Licensor's consent. The Town will ordinarily schedule routine maintenance and repairs on weekdays during regular business hours. The Licensor will not unreasonably withhold or delay its consent to enter the Property and no advance notice or permission will be required in the event of a system failure or malfunction requiring emergency repairs or adjustments.

The Town will be responsible for all costs and fees associated with installation of the equipment, including, without limitation, labor, materials and permits. The Town will be responsible for the cost of the electricity consumed by the Town's equipment, as measured by the sub-meter (to be installed). The Town will be responsible for reasonable attorney's fees, if

any, associated with the Licensor's attorney's review of this Agreement. All equipment installed by the Town at the Property shall be and remain the personal property of the Town without regard to whether it is attached to the barn or the ground and shall not be subject to any mortgage, lien or encumbrance arising out of indebtedness of the Licensor.

2. **TERM / REMOVAL:**

The initial term of the License shall be for six (6) years beginning on April 1, 2018, and ending on March 31, 2024 (the "Initial Term"). The Initial Term shall automatically renew for successive one-year periods unless the Licensor delivers written notice to the Town of the Licensor's election to terminate the License (a "Non-Renewal Notice"). If the Licensor delivers a Non-Renewal Notice, then the License shall expire on the first anniversary of the date of delivery of the Non-Renewal Notice. Within two (2) months after the expiration of the License, the Town will, at the Town's expense, remove all of the Town's equipment from the Property, repair any and all holes and damage resulting from the removal and, if requested, remove the cement slab upon which the server cabinets were located.

The Town, at its discretion, may terminate this Agreement at any time. If the Town terminates this Agreement, the Town will, at the Town's expense, remove all of the Town's equipment from the Property, repair any and all holes and damage resulting from the removal and, if requested, remove the cement slab upon which the server cabinets were located and the screening bushes.

3. **CONSIDERATION:**

The Licensor acknowledges that the Licensor has received good and valuable consideration for granting the License, including, without limitation, the sum of One Dollar (\$1.00) and the knowledge that the Licensor has contributed to the furtherance of public safety.

4. **CONDITION OF LICENSED AREA, REPAIRS AND ALTERATIONS:**

The Town has had the full opportunity to inspect the Property, and accepts the Property in its present condition, as is, where is, and with all faults, and without any representation or warranty by Licensor, express or implied, as to the condition of the Property or its suitability for Town's purposes. The Licensor shall have no obligation to make any repairs or improvements to the Property. If the barn is destroyed or suffers major damage due to fire or other casualty, the Licensor shall have no obligation to repair or rebuild the barn and the License shall be deemed to have expired as of the date of the fire or other casualty. The Town shall have no responsibility or obligation to make any repairs or improvements to the Property. Except as described in Exhibit A and Exhibit B, the Town shall not make any alterations in or additions to the Property without the Licensor's prior written consent.

5. **INDEMNIFICATION:**

The Town will be solely responsible for the conduct of its employees who enter upon the Property in furtherance of Town's use of the Property. The Licensor shall not be responsible for

any damage to the Town's equipment unless caused by the willful or reckless misconduct of the Licensor or an agent of the Licensor. The Town shall hold the Licensor harmless and indemnified from and against any and all claims, demands, actions, penalties, judgments, court costs, reasonable attorneys fees and liability for injuries to and death of persons and damage to and loss of property, which are in any way caused by, arise from or grow out of the Town's use of the Property or Town's equipment, or which arise from the negligence, recklessness or willful misconduct of the Town or the employees or agents of the Town on the Property.

6. **LIABILITY INSURANCE:**

The Town will provide and keep in force comprehensive and general public liability insurance against all claims arising out of its use of the Property, in limits of not less than One Million Dollars per incident/Two Million Dollars aggregate. Upon request, the Town will deliver a certificate insurance to the Licensor showing that the Licensor has been named as an additional insured.

7. **NO LEASE OR PROPERTY INTEREST, NO RECORDING:**

The Town acknowledges and agrees that this Agreement does not confer upon the Town any property interest, leasehold interest, or any ownership interest in the Property. The Town shall not record this Agreement on the Land Records.

8. **ASSIGNMENT:**

The Licensor may, upon written notice to the Town, assign this Agreement to any party to whom the Licensor may transfer title to the Property, whether by gift, devise or sale at arms-length. The Town shall not assign this Agreement without the advance written consent of the Licensor except that the Town may, upon written notice to the Licensor, assign this Agreement to a governmental authority or a tax-exempt organization established by a municipality or group of municipalities for the purpose of public safety such as, for example, a regional public safety communications agency.

9. **INTEGRATION; SEVERABILITY:**

This Agreement contains the entire agreement between the Licensor and the Town. No representations, promises or oral agreements shall be binding upon the Licensor or the Town unless they are in a signed written agreement. Any provision of this Agreement which is declared illegal may be severed from this Agreement and the entire Agreement will remain valid and in full force and effect.

{This space intentionally left blank. The next page is the signature page.}

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below the signature of each.

LICENSOR

Robert McNamara
Robert McNamara

May 30, 2018
Date

Bonnie McNamara 5.30.18
Bonnie McNamara Date

TOWN OF NEW CANAAN

By Kevin Moynihan
Kevin Moynihan,
Its First Selectman

6/5/2018
Date

EXHIBIT A

The antenna will be mounted on the west end of the barn and extend up approximately 31 feet (including bracket [10 feet] below the roofline and antenna [21 feet] above the roofline). There will be two plates attached to the exterior, one below and one above an attic vent. Additional timbers may need to be installed inside the barn to provide additional support to the brackets and, if these timbers are needed, they will be selected to match the existing wall materials to the degree possible (i.e. rough-cut maple). The antenna cable will be mounted to the pre-existing solar brackets as it follows the roof line down. It will then sweep over the existing gutters and drop to the ground. The antenna brackets / pole mounted below the roofline, to the barn wall will be painted to match the color of the existing barn wall.

There will be server cabinets located outside of the barn, at the south west corner, on a cement pad (or a mutually agreeable alternative, i.e. steel platform) approximately 4 feet by 8 feet, set off from the barn wall by 3 feet. The cabinets will be temperature controlled and lockable. The cabinets will have telecommunications hook-ups. The primary source of electricity for the cabinets will be the barn's domestic power provided by the electrical grid. A sub-meter will be installed to monitor the server's electricity consumption. As a secondary power source, the cabinets will be connected to an existing hard-wired back up generator. The cabinets will have external plugs to enable connection to a tertiary power source (a portable generator) in the event of failure of both the primary and secondary power sources.

To enable the installation, an exterior safety light and exterior hose faucet on the south west corner will be relocated.

Once installation is complete, the Town will plant screening bushes around the server cabinets, as mutually agreed to by the Town and the Licensor. If any of the screening bushes die, the Town will replace them.

EXHIBIT B

Exhibit B Public Safety Radio on Oenoke Ridge

APRIL 04, 2018

TOWN OF NEW CANAAN

DRAFTED BY STUART SAWABINI

4/20/18

RADIO COMM2018 0404EXHIBITB

1

Planned Antenna Location

982 Oenoke Ridge

4/20/18



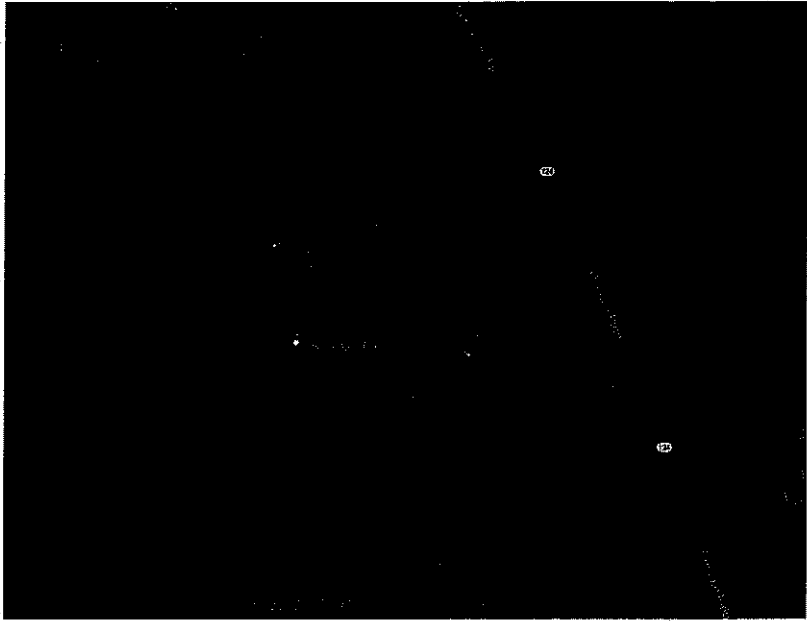
RADIO COMM2018 0404EXHIBITB

2

Planned Antenna Location

Attached to existing barn

4/20/18



RADIO COMM2018 0404EXHIBITB

3

Location

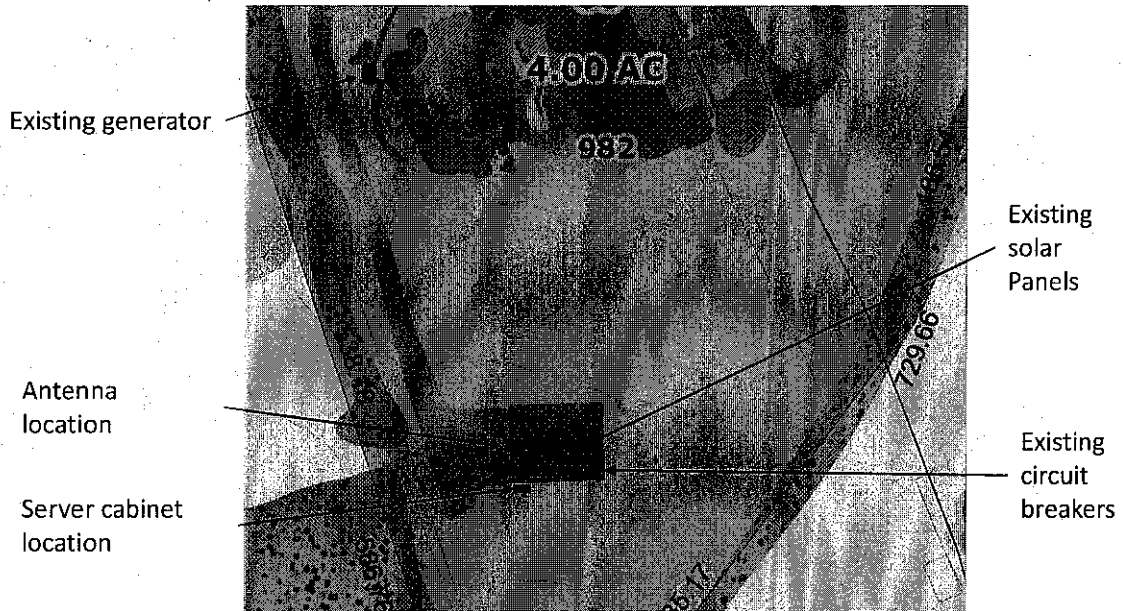
Mounted on
the peak of
the barn.

Ground
elevation
560 feet



982 Oenoke Ridge

Location Detail

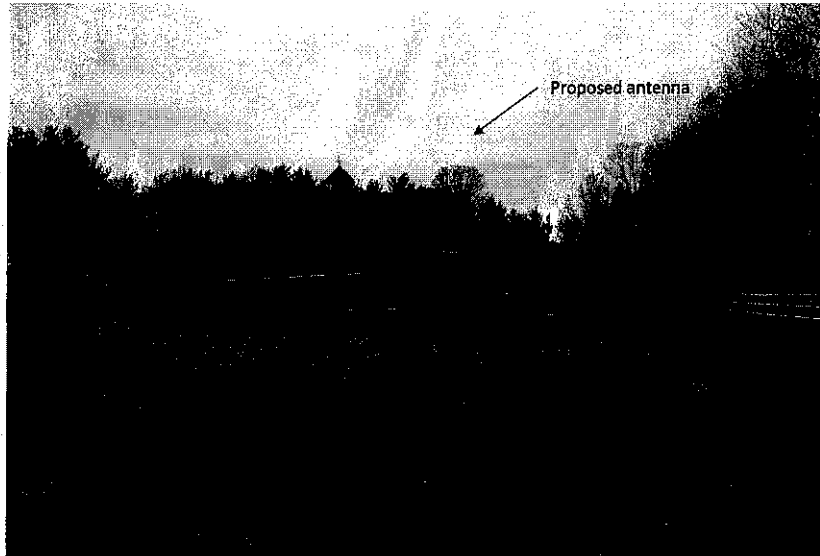


4/20/18

RADIO COMM2018 0404EXHIBIT B

5

B: Barn - Side Facing House



Barn - Back Side

Antenna location.

Bracket mounted onto barn wall – painted to match color of barn.



Solar panels

Possible cabinet site – corner farthest from house.

View from second floor window



Hard-pack access road
covered with grass

Looking northwest

ACTION AGENDA

Rev. 05/25/18

To be filed with the Town Clerk: **Thursday, May 17, 2018 Preliminary**
Friday, May 25, 2018 Final

The **PLANNING & ZONING COMMISSION** will hold a
REGULAR MEETING on **Tuesday, May 29, 2018** at
Town Hall, Meeting Room, 77 Main Street at 7:00 P.M.

Commission Members: If you will not be able to attend,
please notify the Town Planner's Office at 203-594-3042.

Jean N. Grzelecki, Secretary

Goodwin, Chri
Grzelecki, See
~~DeLuca~~
~~Flinn~~
Papp
Radman
Redman
Turner
Ward
Kriz, Alt
Neilson, Alt
Tiscornia, Alt

Final Agenda
Planning and Zoning Commission
May 29, 2018

Start 7:00 pm.
End 9:23 p.m.

PUBLIC HEARING

NEW:

1. Discussion and consideration of the Planning & Zoning Commission on Public Act No.17-155 – An Act Concerning Temporary Health Care Structures as provided in the act: “Unless such town opts out, in accordance with the provisions of Subsection (j) of Section 1 of this act, such regulations shall not prohibit the installation of temporary health care structures for use by mentally or physically impaired persons in accordance with the provisions of Section 1 of this act if such structures comply with the provision of said section”. The purpose of the hearing is to opt out of the provisions of this Act as provided in Subsection (j) of Public Act No. 17-155, “An Act Concerning Temporary Health Care Structures” and the provision of Subsection (a) of Section 8-2 of the general statutes, as amended by this Act, effective October 1, 2017.
2. **Zoning Regulation Amendment** – Discussion and consideration of the Planning & Zoning Commission to amend the Zoning Regulations dated June 16, 2017, as amended through May 14, 2018, to amend Section(s) 2.2 Definitions; 3.2 Permitted Principal Uses & Structures and 3.3 Permitted Accessory Uses of the Zoning Regulations.
3. **160 Summer Street** – Upon application of David J. Rucci, Lampert, Toohey & Rucci, LLC as Authorized Agent for Joseph and Maryann Marcella, owners, for a Special Permit approval of Section(s) 3.5.F.5 and 3.6.D.1 to allow a second story addition within the side yard setback at a height of 24.7’ in lieu of 20’ and total height of 28.7’ in lieu of 25’. The applicant also requests the driveway to remain within 3’ of the Northerly property line, for property in the B Residence Zone at 160 Summer Street (Map N, Block 80, Lot 616).
4. **982 Oenoke Ridge Road** – Upon application of the Town of New Canaan, Department of Public Works, Authorized Agent for Robert McNamara and Bonnie McEneaney, owners, for a Special Permit approval of Section 7.8.E.2 to allow installation of Public Safety Antenna on an existing structure. Install equipment pad or platform and radio equipment, for property in the Four Acre Zone at 982 Oenoke Ridge Road (Map 34, Block 31, Lot 88).

*closed.
approved*

can't

*closed.
approved*

*closed.
approved*

NCN Supplemental Request for
Administrative Notice

Public Record 33

TOWN OF NEW CANAAN
TOWN HALL, 77 MAIN STREET
NEW CANAAN, CT 06840

JOSEPH ZAGARENSKI
DEPARTMENT OF PUBLIC WORKS

TEL: (203) 594-3057
FAX: (203) 594-3129

January 13, 2022

RE: Public Safety Radio Antennas at 982 Oenoke Ridge

Dear Mr. McNamara and Attorney Rucci:

The Town of New Canaan Department of Public Works has received your two requests to explain what the antenna at 982 Oenoke Ridge does and how it serves the community. And secondly what kind of transmissions are emanating from the radio and whether they are within applicable guidelines and safety levels. In response we offer the following:

New Canaan's emergency service organizations had been plagued by a radio dead zone in the northwest area of Town for years.

New Canaan's terrain has several ridges running North and South whose ridges cause public safety radio coverage to be difficult. In the eastern and central areas of Town, the Town had had success working with St. Luke's School, Silver Hill Hospital, and the New Canaan Country Club in overcoming this challenge by attaching public safety radio antennas to their buildings. This dramatically improved coverage in these areas.

However, in the northwest corner of town, the emergency services still had a radio dead zone. In this area, if a fire fighter, paramedic, or police officer stepped away from his/her vehicle, and relied on their portable radio, they had no way of communicating with dispatch. If they arrived at a motor vehicle accident, or a house fire, or a heart attack victim, they were unable to call for additional support or report on emergency conditions. This had been a serious concern for many years.

The Town searched for a location where it might install an antenna, a location which would provide sufficient coverage to the northwest area of town. Two antennas in two locations became the solution. In 2018, the Town was granted permission by New Canaan's Board of Education to install a new antenna on top of West Elementary School. And that same year, the Planning and Zoning Commission granted the Town permission to locate an antenna on a barn located at 982 Oenoke Ridge.

Following the installations, a radio propagation study, conducted by Motorola, proved the solution to be a success. Emergency services personnel were able to communicate, using their portable radios, with dispatch, in the northwest area of Town.

In regards to Health and Safety, the Town retained Wireless Safety Consultants RC Peterson Associates to review radio frequencies (RF) exposure levels for the Reservoir Lane Site which was scheduled to receive a similar system. The below summary is slide 11 of the attached presentation to the Board of Education (the Town also has antennas on schools).

In summary, based on a conservative analysis, the predicted RF exposure levels in the vicinity of the site will be well below any science-based safety and health standards and guidelines used anywhere in the world and literally thousands of times below any level associated with verifiable evidence of any functional change in humans or laboratory animals. Moreover, the actual levels will be even lower than the predicted values. This holds true even when all transmitters operate simultaneously and continuously at their highest operating power.

It is of note that these antennas are mostly there to receive and they are only transmitting a very small percentage of any given day.

Lastly, attached is a second presentation given to Town Bodies on the overall Public Safety Radio Antennas Project to give you a more complete view of the overall project and its importance to the Town.





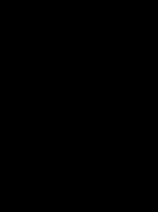
If you have any questions, please feel free to call me at (203) 594-3057. Or email any questions, comments, or concerns to joe.zagarenski@newcanaanct.gov.

Thank you on the behalf of New Canaan Public Safety.

Sincerely,

Joseph Zagarenski

Joseph Zagarenski
Senior Engineer

New Canaan Public Safety				
Fire Department	Police Department	Volunteer Ambulance Corps	Office of Emergency Management	Community Emergency Response Team
				

Town of New Canaan Public Safety Antenna

SOLUTION FOR CRITICAL NEED

JUNE 2017

Successful Solution

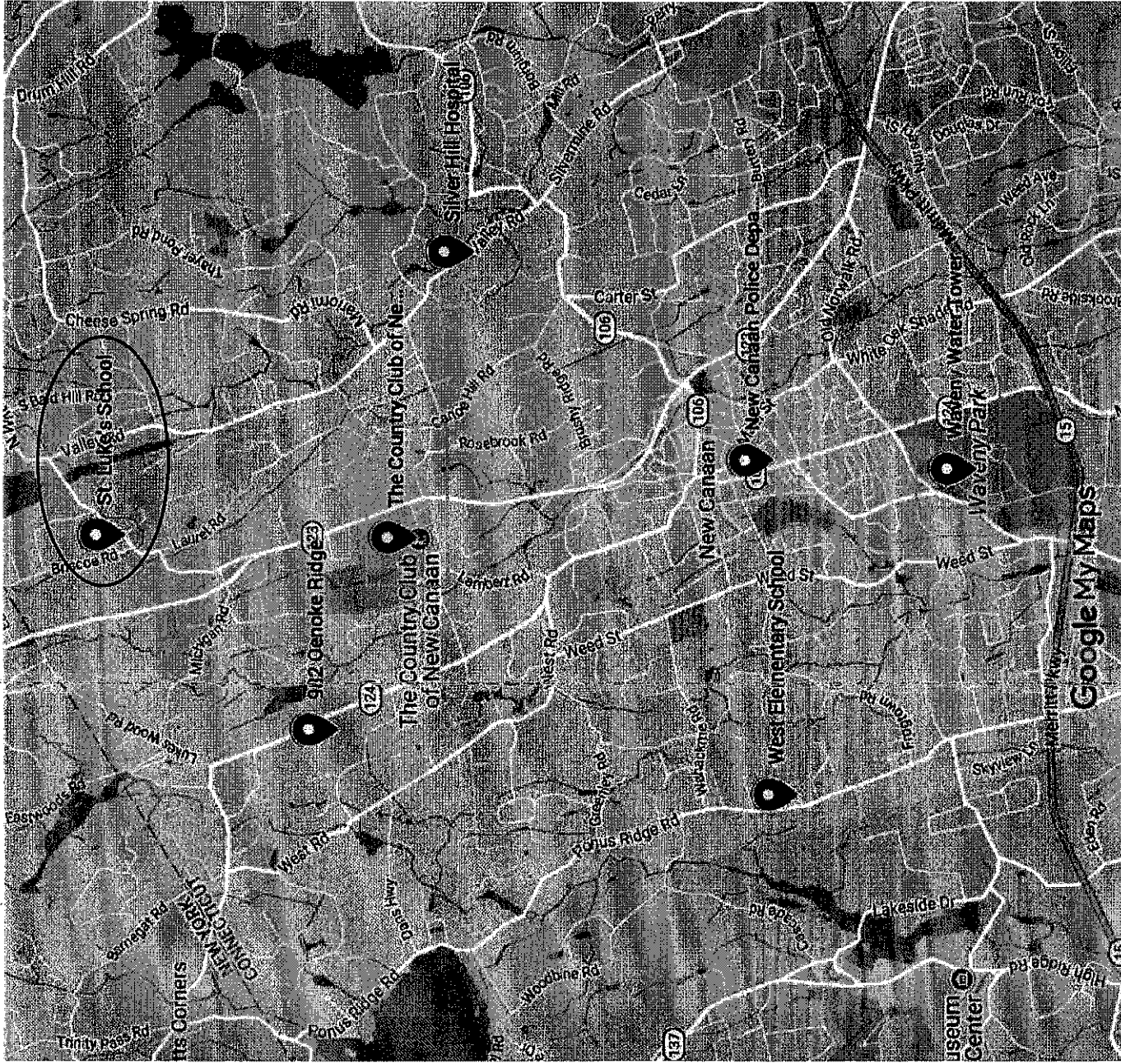
Current Location Existing Antennas

All new antenna Sites

Existing antenna Sites

Move to Temporary and then back ...

New location



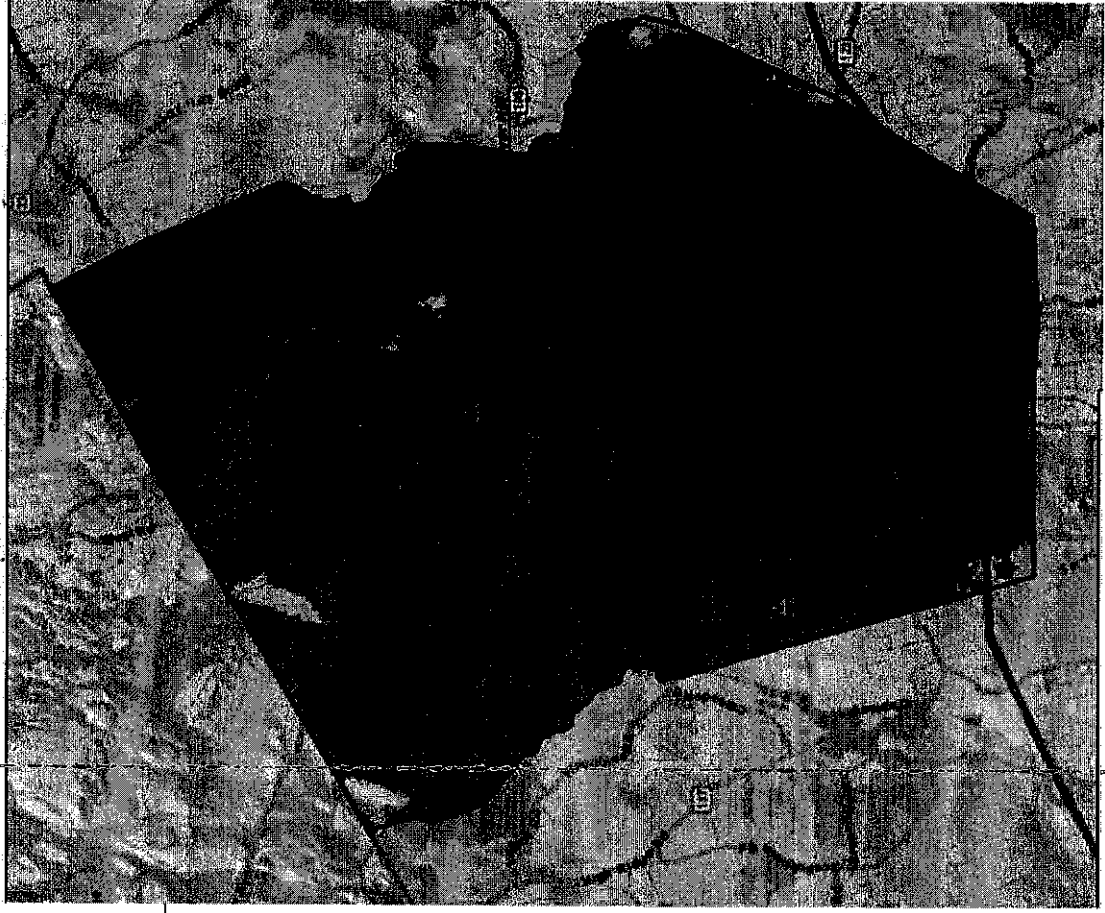
Inbound: Analog Portable Radio (on hip, in building)

Existing



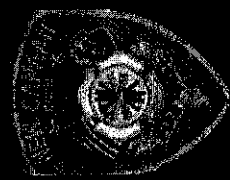
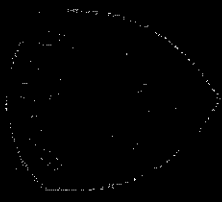

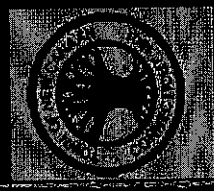
Generated by NorComCT

Forecast Guaranteed by Motorola



Generated by Motorola

Vital to All First Responders

New Canaan Public Safety					
Fire Department		Police Department		Volunteer Ambulance Corps	
		Office of Emergency Management		Community Emergency Response Team	