

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF OPTASITE TOWERS LLC  
AND OMNIPOINT COMMUNICATIONS, INC.  
FOR A CERTIFICATE OF ENVIRONMENTAL  
COMPATIBILITY AND PUBLIC NEED FOR  
THE CONSTRUCTION, MAINTENANCE AND  
OPERATION OF A TELECOMMUNICATIONS  
FACILITY AT 52 STADLEY ROUGH ROAD,  
DANBURY, CONNECTICUT

DOCKET NO. 366

JANUARY 15, 2009

APPLICANTS' RESPONSES TO CITY OF DANBURY  
PRE-HEARING INTERROGATORIES  
SET IV

Q1. Please provide the rental amounts which Optasite Towers, LLC, now known as SBA Network Services, LLC, has agreed to pay for the lease of property to site wireless telecommunication facilities, similar to the facility proposed in this docket, in the greater Danbury area, as well as in the entire State of Connecticut.

A1. Optasite objects to providing the exact amount of its rent paid for other tower sites in the State of Connecticut as irrelevant to the statutory criteria at issue in this Docket. See Sections 4-178 and 16-50p of the Connecticut General Statutes.

Q2. Also, and more specifically, is the disclosed rental amount for the subject site “*at the market*” rate for a facility or facilities identified in this Docket? How is such “*market rate*” determined by Optasite or its agents/partners?

A2. Optasite and its parent company SBA, lease several tower sites in the State of Connecticut. The rent for the proposed site in this Docket is less than \$20 a month in difference from the average monthly rent paid by Optasite and SBA to its other landlords in the State for the right to lease ground space for tower facilities. As such, the rent to be paid to the property owner in this Docket is not significantly different than the average rent paid in other similar situations.

Market rate rent is a separate concept altogether and relates more specifically to the rent a company might be willing to pay in order to lease a tower site and taking into consideration any number of factors including but not limited to the estimated "soft" and "hard" costs of approvals and construction and number of carriers or other subtenants that might use the tower facility in the future which is unique to each specific project. A willing landlord also factors into the concept of "market rate" rent.

Q3. Finally, is Optasite willing to pay “*market*” or a higher rate for an alternative site that may be available?

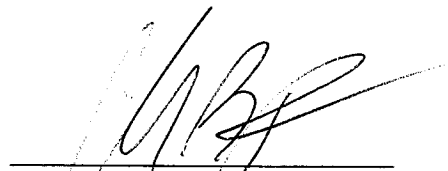
A3. As noted in Mr. Regulbuto's testimony at the October 28, 2008 hearing on pages 111 through 116, Optasite's search for alternatives was not focused on rent, but rather a search for technically, environmentally and legally available properties. In this Docket, the Applicants' position has been and continues to be that no equal or better alternative has been presented by the City or residents, regardless of rent and construction costs, that would address both technical need and the statutory criteria set forth in Section 16-50p relating to potential environmental impacts. At this point in time, the costs incurred by the Applicants due to the City's opposition have been significant and no "viable alternative" has been offered by the City that would warrant further consideration of the hypothetical question asked above which is unrelated to a specific site and any associated soft and hard costs associated with same and completely out of context on its own.

CERTIFICATE OF SERVICE

I hereby certify that on this day, an original and twenty copies of Optasite's responses to The City of Danbury's fourth set of interrogatories were served on the Connecticut Siting Council by first class mail with an electronic copy sent via email and a copy served via first class mail and email to:

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Dated: January 16, 2009



Christopher Fisher

cc: Charles Regulbuto  
Hans Fiedler  
Hollis Redding