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May 4, 2009

Chairman S. Derek Phelps
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

ORIGINAL



In RE: Docket 374-Application of Celco Partnership D/B/A Verizon Wireless for a Certificate of Environmental Compatibility and Public Need for the Construction, Maintenance, And Operation of a Wireless Telecommunication Facility at 199 Town Farm Rd. Farmington, CT

Dear Mr. Phelps,

On behalf of Susan Edelson, enclosed are an original and twenty (20) copies of her testimony and thirty three (34) related exhibits to her testimony.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Edelson".

David R. Edelson, D.M.D.
Representative for Susan Edelson

To: Connecticut Siting Council

From: Susan Edelson, Intervener

David R. Edelson, D.M.D, Her Representative
11 Belgravia Terrace
Farmington, CT 06032

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Re: Concerning Docket #374 May 14th 2009

CONNECTICUT
SITING COUNCIL

INTRODUCTION

My name is David Edelson and I am acting on the behalf of my wife, Susan Edelson, who is an intervenor in this application. Susan and I and our three children reside at 11 Belgravia Terrace in Farmington, Connecticut. Our property abuts and is considered under Docket #374 to be the closest property at 640 feet to the site of the proposed tower. We'd like to thank you for the opportunity to present evidence and arguments in opposition to Docket #374 Cellco Partnership d/b/a/Verizon Wireless's (hereinafter "Cellco") proposal and application to construct a cell tower at 199 Town Farm Road, known throughout the state as "The Simmons Family Farm," or "The Simmons-Fisher Family Farm," in Farmington, Connecticut. We also request that documents we submitted in response to Cellco's earlier application in Docket #356 be included in and considered part of Docket #374 and this presentation.

I would also like to say first that neither I nor my wife, Susan Edelson, the intervenor to this application and Docket 374, is against technological progress as long as it is offered in a conscientious and thoughtful way.

Cellco's application Docket #374 for 199 Town Farm Road should be should be denied for the following reasons:

I. Cellco is incorrect in alleging that there is a need for cell coverage in the area of Cellco's proposed tower.

Having been Verizon customers for well over fifteen years my wife and I have not experienced nor have we ever complained of or to Verizon concerning a loss of coverage or "dropping" of calls in the area of coverage

considered deficient as described by Cellco Partnership in this Docket application.

Given that the Site Search Ring for this area was initiated in August of 2000 and that it has been almost two years since the investigation and proposed application of both Docket numbers 356 and 374 in question for this tower site, coverage in the area claimed to be lacking by Cellco Partnership has improved significantly and sufficiently enough so as to satisfy at least the original intentions of the 1996 Telecommunications Act due to the inception of other cell towers and tower sharing in the area described. I ask Cellco Partnership to provide recent documented proof of the so called "dropped calls" or "loss of coverage" complaints by their customers in the area along a very vague coverage gap on Route 10 as described. May I affirm to the Council that the burden of proof for the absolute need for this tower remains with Cellco. As Verizon customers, neither my wife, nor I and more recently our children have lost mobile calls in the areas indicated by Cellco including an ability to make phone calls from within our residence. The cell phone coverage at this time in this area is already "adequate and reliable," as is required by the statutory requirements of the Connecticut Siting Council.

II. The Town of Farmington has specific planning and zoning regulations regarding telecommunication tower siting and has violated those regulations.

The Connecticut Siting Council has statutory obligations which include among other things "To provide for the balancing of the need for adequate and reliable public utility services" along with "the need to protect the environment and ecology of the state and to minimize damage to scenic, historic, and recreational values;" (**Exhibit 1**). Although the Telecommunications Act of 1996 preempts some state and local regulations with regard to the siting of telecommunication towers, the State of Connecticut has the distinction of being the only state to possess a Council whose sole purpose is to assure the adequate need for public utilities and balance that need with the welfare and protection of the people of the State of Connecticut along with the keeping of its natural resources in mind (**Exhibit 2**). However, according to Section 704 of the 1996 Telecommunications Act this preemption of local and state regulations with regard to telecommunication towers only precludes municipalities from discriminating against a particular carrier, denial of a carrier on the basis of the environmental effects of radio frequency emission and or preventing tower placement altogether in a particular municipality. It is only in this

tower placement altogether in a particular municipality. It is only in this respect that local city and town zoning regulations may be preempted. Therefore, Section 704 of the Telecommunications Act of 1996 expressly leaves in place the authority that local zoning commissions have over the placement of personal wireless services (**Exhibit 3**). Since the Town of Farmington is neither discriminating against nor attempting to prevent Cellco Partnership from seeking a location in Farmington, then I would argue that some fundamental planning and zoning regulations need apply with regard to the siting of this tower. Since, in fact, the Town of Farmington has specific planning and zoning regulations regarding telecommunication tower siting (**Exhibit 4**), it is the apparent violation of these basic and fundamental regulations amongst other things that I intend to present here today.

A. As an abutting property owner, Susan Edelson was not properly notified in regard to the Public hearing and approval process

The Town of Farmington Planning and Zoning Commission held a public hearing on July 23, 2007 and recommended approval of the Town entering into an option to lease with Cellco Partnership for property located at 199 Town Farm Road (**Exhibit 5**). And on August 14, 2007, the Farmington Town Council unanimously approved the signing and entering into an option and land lease with Cellco Partnership (**Exhibit 6**). It is my contention that my wife Susan, as the abutting property owner to 199 Town Farm Road and the location of said proposed tower, received no official public notice of such hearings as she was entitled to pursuant to Planning and Zoning Regulation 12.C.1, 2 (**Exhibit 4**). It is this lack of proper notification to an abutting property owner, such as Susan Edelson, that essentially nullifies and voids the entire approval application process set herein (**Exhibit 7**).

B. A special permit is required for this proposed tower location.

It is also my argument that said tower requires a special permit with concomitant hearing and notice requirements further exemplifying the capricious and arbitrary nature of the action taken by the Town of Farmington public officials, in violation of the remaining rights of the Town and their regard to the subject land. Cellco's proposed site does not fall into the "Permitted Uses" of Section 23(C), which means that the site falls into the category of Section D, "Uses allowed only by special permit." To the best of our knowledge, no special permit hearing was held on Cellco's

application. We received no notice of any such public hearing and were thereby denied our legal right and the opportunity to express our opinions to the zoning commission on the location of a tower at The Simmons Family Farm. Placement of a telecommunications tower at the proposed location required a special permit and concomitant public notice and hearing, according to Section 23(D) of the Farmington Planning and Zoning regulations. Pursuant to Farmington Planning and Zoning Regulation 12.C.1, 2 (**Exhibits 4**), the Farmington Planning and Zoning Commission was required to give notice to abutting property owners. Although my wife, Susan, is an abutting property owner, she received no official notice of the hearings (**Exhibit 7**). The failure of the Town to give the required, proper notification to abutting property owners, such as Susan Edelson, nullifies and voids the entire approval application process set herein.

C. Cellco's proposed site is in a "least preferred location."

It is also my contention that with regard to location preferences per Planning and Zoning Regulations 23.B that said tower falls below location number 10 with 1 being most preferred and 10 being the least preferred (**Exhibit 4**). Farmington zoning regulation 23(B) lists, in declining order of preference, 10 types of locations for the siting of commercial wireless telecommunication towers. Cellco's proposed site on The Simmons Family Farm falls into category number 10, the least preferred location. Category #10 describes such a location as "Mounted on new towers more than 75 feet in height located in residential zones."

D. The Farmington Conservation Commission has not approved this tower.

We submit that The Simmons Family Farm falls within the jurisdiction of Farmington Zoning Regulation 23(G)(6), which states, "No tower shall be located on municipally owned land designated as open space of for recreation use unless approved by the Farmington Conservation Commission."

The Simmons Family Farm is located on open space and is a recreational area. The 9.9-acre parcel that is the subject matter of Cellco's application was purchased with Farmington taxpayer money as part of a parcel for the purpose of preserving open space and agricultural use. Farmington Planning and Zoning Regulation 23.G.6 (**Exhibit 4**) requires that a cell tower

proposed to be sited on land designated as open space requires approval from the Farmington Conservation Commission. Because of this, endorsement of a cell tower on land designated as open space, as per Farmington's Land Acquisition Map (**Exhibit 8**), requires the approval of the Farmington Conservation Commission as per Farmington Planning and Zoning Regulations 23.G.6 (**Exhibit 4**). A review of Town of Farmington Conservation Commission Meetings and Minutes from 2007 to 2009 reveals that this required approval was neither sought nor obtained by Cellco at any time during the Town Planning and Zoning Commission consideration of the Cellco lease nor during the Town Council's approval of said lease. Therefore, Cellco's application should be denied on the grounds that Farmington Planning and Zoning regulations were violated.

Although the farm has been designated as open space and for agricultural use, the Farmington Conservation Commission has not voted on or in any way approved the location of a cell tower on it. Cellco's application and the Town of Farmington's approval of the lease violate Section 23(G) (6).

E. The proposed tower will pose "adverse visual effects" to my home and neighborhood.

It is also my contention that said tower would also not be in general harmony with the character of the surrounding neighborhood and will only serve to blight and detract from abutting residences, property owners and the scenic and bucolic nature of the farm as per Planning and Zoning Regulation 12.B.1, 2, 5. (Exhibit 4)

F. No Commercial Wireless telecommunications site shall be located within 500 feet of a parcel containing a playground or school which is primarily attended by persons under the age of 18.

I also direct the Council members to Section 23(G), which states that "No commercial wireless telecommunication site shall be located within 500 feet of a parcel containing a playground or school which is primarily attended by persons under the age of 18." Apparently drafters of the town's zoning regulations obviously were concerned with the welfare of young children playing in the vicinity of a telecommunications tower. While there is no school immediately near the proposed Cellco site, several young children live and play especially within the approximately thirteen (13) homes in the

Devonwood neighborhood adjacent to and considered to be within a 1000 foot radius of the proposed site. If the Siting Council approves Cellco's application, these children will be living and playing in close proximity to this tower. Therefore, the proposed tower in essence violates, at the very least, the legislative intent behind Section 23(G) of the Farmington Planning and Zoning Regulations (**Exhibit 4**).

III. The proposed tower will sit on land purchased by Farmington taxpayers for the purpose of "open space and agricultural use".

The Town of Farmington represented the land herein to the taxpayers as open space and agricultural. The land was intended to be an integral component of an initiative over the next ten years by the Town of Farmington to preserve and protect Farmington's farmland.

In 2001, the Town of Farmington residents were led to believe that the entire 108 acres known as "The Simmons Family Farm," or "199 Town Farm Road," would be part of the open space acquisition program. Relying on the Town's representations, Farmington taxpayers in a 2001 referendum approved the acquisition to be preserved for "open-space and agricultural purposes" (**Exhibit 9**). However, unbeknownst to thousands of Farmington residents, the town had ahead of time carved out 9.9 acres to be free of open space restrictions. Farmington residents were not aware that a portion of the land they voted to be open space had been carved out to allow the town to lease out the space in the future for a cell tower or as it saw fit.

Since it took a town referendum to approve the purchase of this property, would it not be unreasonable to assume that a similar process should be required to necessitate the authorization for the use of this publicly owned land? I would also like at this time to refer you to the Alternate Site Search Summary of Docket #373 the Lutheran Church in neighboring Avon, CT alternate site #2 183 Juniper Drive. This site was ruled out for among other things stated that "this parcel is town-owned open space which is not preferred for location of a tower" (**Exhibit 10**).

IV. The proposed tower will negatively impact my family's quality of life on a daily basis.

It is my argument that the proposed cell tower will be on taxpayer-purchased open space land zoned Residential R-40 and Agricultural, and not

commercial or industrial, owned by the Town of Farmington abutting our home and neighborhood. For years, Susan and I have benefited from the value of owning a residence next to property dedicated to open space and agricultural use. The scenic and bucolic setting afforded us due to the fact that our property abuts land dedicated to open space and agricultural purpose enhances the quality of our lives on a daily basis. The fact that the property is dedicated to open space and agricultural purposes makes this property unique and contributes to the economic and esthetic value of our home and those of abutting property owners. The proposed siting of this tower, whether it be a stealth tower in the form of a pine tree or not, is ill-conceived, irresponsible, and inconsiderate to a picturesque, scenic and bucolic town taxpayer-purchased "open space" location (**Exhibit 11**). It will also be sited in close proximity to a neighborhood of 384 homes of which 13 homes are, according to the local terrain, elevated significantly above ground level in line with the cellular antennae array and within a 1000 foot radius of said site. It would seem reasonable to me and not be overly irrational to ask the Siting Council to be morally diligent should this application unfortunately be looked upon favorably that no residence and those in particular with children in occupancy should be within less than 1000 feet on the tower's location for the sake of personal property values (**Exhibit 12**) and potentially relatively unknown health and injury risks (**Exhibit 13**).

V. The Town of Farmington has not complied with Public Act No. 07-222.

It is also my contention that pursuant to General Statutes 16-50l (e) regarding the application process, in particular Docket #374, that the Town of Farmington has made no attempt to conduct any further public hearings and meetings according to the publicly posted 2008 and 2009 "Meetings and Minutes" of either the Town Council or the Town Planning and Zoning Commission as it may deem necessary and that either entity did not issue any further recommendations to Cellco within the 60 day period with regard to the new application process concerning Docket #374 dated and accepted January 27, 2009 by the Connecticut Siting Council. Considering that this is technically a new application since the original application, Docket #356, was formally withdrawn on October 30th 2008 and that this site is a potentially controversial and contentious location for a telecommunications tower, it would seem obvious to me that some form of public hearing and or discussion should have been conducted during the new sixty (60) day time

frame within Docket #374 according to Statute 16-50l (e). This would have allowed concerned individuals at the very least a forum to voice their opinions and concerns before Town officials prior to the reapplication process. Also, pursuant to Public Act No. 07-222, the Town of Farmington did not provide the Council with any possible location changes or preferences and or other criteria and interrogatories with regard to the siting of this tower by the March 2, 2009 deadline of Docket #374 (**Exhibit 14**) further exemplifying the capricious nature of the Town's decision to approve this tower. The fact that the Town of Farmington has not offered at least some basic concerns, questions or interrogatories to Cellco in regard to this tower site further exemplifies the complete lack of concern the town's officials have had for the citizens of Farmington and the residents of a neighborhood that provides a relatively large property tax base which helped initially acquire this property. The questions asked at the July 23rd 2007 Town Planning and Zoning meeting are in essence the extent of the concerns the town officials have had since approving this site (**Exhibit 5**). Essentially, the Town of Farmington has disregarded this matter since approving it in August 2007.

VI. The 9.9 acre proposed location is surrounded by and part and parcel to a Governor Rell endorsed Connecticut Open Space and Watershed Land Acquisition Program.

It is also my dispute that the site in question is part and parcel to property of approximately 108 acres purchased from the Fisher family with 2.5 million dollars of public funds provided by Farmington taxpayers of which a portion of the purchase price was supplemented with a state Governor endorsed Connecticut Open Space And Watershed Land Acquisition Land Program after approval by a town referendum in 2001 to be preserved for "open-space and agricultural purposes". The purchase of this property with the use of town taxpayer funds and supplemental State Grant resources totaling over one million dollars of state taxpayer funds was for the intent of preserving a piece of Farmington's (**Exhibit 15**) and ultimately Connecticut's farming heritage as per the Grant Application 1. Project Description: A and I (**Exhibit 16**). Even though the 9.9 acres of this 108 acre property that the tower may be sited on is free of State Grant money and therefore the State conservation easement, it contains the farm's supporting structures and is still a vital element of the original purchase meant for open space and agricultural purposes. It was intended to be an integral component of an initiative over the past ten years by the Town of Farmington to preserve and

protect Farmington's farmland as seen by the most recent purchases of the Krell and Hein Farms (**Exhibit 8**). So much so that the current Farmington Town Council Chairman Mike Clark, who presided over the favorable approval process of this tower, praised Farmington's town officials and residents for their efforts in helping preserve Farmington's existing farmland, including the Fisher Farm property at 199 Town Farm Road, for future generations to enjoy and something "our children will thank us for" in a personally written and, in my mind, hypocritical and duplicitous article to *The Hartford Courant* on December 7, 2008 (**Exhibit 17**). If this tower is approved for the Simmons Family Farm and a precedent set, would it be fair to say that the Hein and Krell farmland open-space purchases will fall victim to the same destiny since only portions of those properties were submitted for State grant funds as well?

VII. The lease entered into between the Town of Farmington and Cellco is an illegal "double lease."

It is also my contention that the 9.9 acres in question as part of the tower site is a portion of the land already leased by the Town of Farmington to Ron Simmons, who currently runs an active dairy barn known herein as "Simmons Family Farm", till 2013 (**Exhibit 18**). It is my argument that no apparent provision exists in said lease between the Town of Farmington and Ron Simmons to allow for the subletting of "Land Space" in the existing lease to another entity or what essentially amounts to "double leasing" or "double indemnity" of an existing lease. This in effect makes the arguably questionable contract and option to lease (**Exhibit 19**) said land between the Town of Farmington and Cellco Partnership null and void and essentially negates the entire application process for this particular site and makes this entire hearing process essentially moot. Since the entire foundation for the location of this tower on publicly owned land depends on the validity of this option to lease, either the Siting Council or the Attorney General's office must address this vital matter. The Town of Farmington cannot and should not benefit from a potentially illegitimate lease agreement of publically owned and previously leased property.

VII. The Docket #374 application is erroneous, disingenuous and should be denied at the very least based on this.

It is also my contention that an appropriate alternate site for the proposed tower does exist. Cellco listed 28 Alternate Sites in their new application.

suitable alternate site with four possible locations on the campus grounds including the athletic facility, athletic fields, and water tank and maintenance facilities. Cellco Partnership in their application claims that these sites (2-4) were ruled out because Avon Old Farms School did not return several phone calls or emails in an attempt to contact them in regard to this matter. Considering that previous protests to and petitions against the tower site from Docket #356 will not be considered in Docket #374 furthers my argument that this in theory is an entirely new application.

With that in mind, it is my contention that Cellco's claim that attempted "numerous phone calls and emails" to the school described in Alternate Sites 2-4 is in fact not accurate because no documentation exists or ability to confirm that the alleged attempts by Cellco were actually made to the school in either Docket #356 or more importantly and more recently in the Docket #374. And that a personal phone call by me to the Chief Financial Officer of Avon Old Farms School, who had no previous knowledge or recollection of said "numerous phone call and emails" since her attainment of that service position in February of 2008 (**Personal Communication\Exhibit 20**), not only elicited a return phone call on the same day but also an email to me personally and a phone call to council representing Cellco Partnership expressing a "potential interest" in a cell tower (**Exhibit 20a**). It was only after my contact with the school that Cellco then articulated a proper interest in investigating the site. I ask the Connecticut Siting Council to challenge Cellco Partnership and or its representatives to provide documented evidence of those previously alleged and prior to the January 2009 application's "several phone calls and emails" that were made to the school especially as stated in their new application Docket #374 and what might be considered tantamount to an outright fabrication of fact, therefore, in my opinion, negating the entire application. Obviously Cellco Partnership felt strongly enough about this site to list it in value as the next three possible Alternate Sites and apparently worthy of attempts to purportedly make several alleged attempts at contact with this location in both applications.

It is my argument that this represents a careless and cavalier attempt twice, both in Dockets #356 and #374, by Cellco to complete and misrepresent an application with regard to the Alternate Site Search to the Connecticut Siting Council once Cellco and the Town of Farmington had already entered into an option to lease the location at 199 Town Farm Road. Something the Town of Farmington has essentially been pursuing since the year 2000. Since twenty two new Alternates Sites were apparently thoroughly

Since twenty two new Alternates Sites were apparently thoroughly researched and subsequently listed in the new application, it concerns me why further actual equally exhaustively documented attempts weren't made to Avon Old Farms School to contact them as stated in the Docket #374 application by Cellco (**Exhibit 21**). It is my contention that from the official October 30th 2008 withdrawal of application Docket #356 to the January 28th 2009 reapplication in Docket #374 these purported attempts to contact the school were not actually made as stated in the application to an official State of Connecticut agency. And based solely on this, this application should be denied.

VIII. That a suitable alternate site(s) exists.

And that siting the proposed tower at the Avon Old Farms School location would meet and fulfill Cellco's requirements and still provide the public with the perceived need for coverage along Route 10 and "Waterville Road". Furthermore, it would provide improved coverage to, as per a conversation with Avon's Town Planner "a dangerous section of roadway along Old Farms Road" (**personal communication**) in Avon, thus improving emergency response capabilities, something the 1996 Telecommunications Act mandates. Considering the letter to the Council on March 27th 2009 negating the school as a possible location is in my mind an arguably contentious after-the-fact attempt by Cellco representatives to discount this location, no legitimate technical reason was given for it not to be a suitable site considering it is in the same latitude and reasonable distance from the perceived coverage gaps along Route 10 as other sites that were not discounted such as Sites 13, 16 and 18. These sites are in the same approximate latitude to Avon Old Farms School and would have been suitable except for requiring a tower height of over 200 feet, something that the school can offer. Interesting how the Farmington North site is in a very similar longitude as the School property and at greater distance to the perceived coverage gap. It would seem only equitable that the Siting Council mandates a rebuttal evaluation by an independent radio frequency expert to provide concurring testimony with regard to these sites (2, 3, 4, 13, 16 and 18) and their lack of suitability according to Cellco.

The Country Club of Farmington was listed twice as noted. However, why was the Farmington Club, a locally owned private banquet facility in very close proximity to the Farmington North site, not investigated? It is a fairly infrequently used banquet and recreational facility where a stealth flagpole

would easily blend it to the existing environment. The family that owns and operates the facility also manage a local charitable foundation that could possibly benefit from the tower lease income.

I find it difficult to believe that of the several thousand acres of land that the 28 or so alternate sites encompass that there is only one location that is suitable and no alternative option is available? Would that not have something to do with the fact that a questionable land lease option for this particular location has already been negotiated, funds have been tendered and both structural and site plans have been executed? Considering that the perceived communication gap (**Exhibit 22**) is primarily in Avon on the southern portion of Route 10 or Waterville Road, is it not unrealistic to ask that the Town of Avon or property owners in Avon to accept the responsibility to site this tower.

IX. The Visual Site Assessment is Inaccurate and Deficient

It is also my contention that the Visual Site Assessment performed by Celco Partnership agent Vanasse Hangen Brustlin, Inc. (VHB) is insufficient regardless of both theirs and the personal estimation of Farmington Town Planner Mr. Ollendorf, who is in fact a Town of Farmington employee and may also be bias in his evaluation as well. The reality of the matter is that no views from the original balloon float and visual assessment of June 1st, 2007 and subsequent schematic representations of the tower exist in either Docket application from a direction to the west of the tower, in particular streets known as “Belgravia Terrace” and “Exeter Park.” Celco Partnership claims that due to the purported dense forestation the tower will not be seen from these locations (**Exhibit 23**), however, thus far has yet to provide actual concrete visual proof of this statement especially since the original balloon float was done when the leaves from the prevailing tree species were in full bloom. By its own admission, Celco has never obtained schematic representations or visual assessments of the proposed tower from west of the proposed site especially during the winter months and in particular from the streets known as Belgravia Terrace and Exeter Park. No such representations or views are to be found in Celco’s application. It is my contention that during these months, November to April, I am able to discern and visualize the farm buildings and structures.

Since several previous hearings in the matter of these particular Dockets have been inexplicably cancelled and given that the balloon float and

ensuing hearing have now been opportunely rescheduled during a point in time when the leaves will be again in full blossom as was also done in the original Docket #356, an accurate measurement of the tower's visual impact on these streets will now be virtually impossible and we will at present have no means of entirely comprehending its visual impact until the tower is erected. It is my contention that during the approximately six months that leaves are exfoliated from the predominant and prevailing deciduous tree species in the area that the tower is to be sited that it will be noticeable to the residents of Belgravia Terrace and Exeter Park especially as the silhouette of a pseudo evergreen tree as noted in the remarks by the DEP and principally during the morning hours as the sun rises from the eastern direction.

And that a justifiable request is being made here for a balloon float and associated hearing to be scheduled at that point in time in the interest of complete thoroughness, something that is apparently missing in this application for the siting of this tower. Theoretical computer evaluation and potentially bias personal and professional assessments don't supplant solid factual evidence. In the interest of fairness to the numerous abutting homeowners and with our home only 640 feet away from the proposed site according to Cellco's responses to the Siting Council's interrogatories, I implore the Connecticut Siting Council to seriously reconsider this apparent omission by Cellco Partnership representatives.

It is also my contention that the proposed location's very perceivable visual valley or gap in the tree line due to the prevailing ground contour in the vicinity will only create an image of 117' pseudo pine tree essentially sticking out like a proverbial "sore-thumb" as evidenced by the mock photos in the Visual Site assessment representations. I hardly think this "tree" will blend into its surroundings as the Town Council might have been lead to believe in July of 2007(**Exhibit 5**).

As the closest abutting property owner to the proposed tower site, it should be required and I should be entitled to actual visual proof that this tower will not be evident from my residence from at the very least a properly notified balloon float at some point in time when the leaves are exfoliated from the surrounding trees and due to its close proximity to my home. In other words, the burden of proof for the lack of tower visibility from these locations is on Cellco and something the Siting Council must mandate for the sake of completeness. If this tower is subsequently approved and consequently erected in the location presented and should it become even the least bit

evident visually from the direction in question during the approximately six months that leaves will be exfoliated, I assure you both Cellco and the Connecticut Siting Council will be held responsible for both providing a deficient application and then subsequently approving this incomplete and erroneous submission of supposed fact, respectively. May I remind both Cellco Partnership and the Siting Council that according to the 1996 Telecommunications Act section 704 (v) any person considered to be adversely affected by a State or local governments final action has thirty (30) days in which to commence expedited legal action in any court of competent jurisdiction. Under this section the adversely affected individual may petition the Commission for relief from the final action.

X. The proposed tower will destroy the local and state scenic and historic value of The Simmons Family Farm.

The Connecticut Siting Council has statutory obligations which include among other things “To provide for the balancing of the need for adequate and reliable public utility services” along with “the need to protect the environment and ecology of the state and to minimize damage to scenic, historic, and recreational values;” (**Exhibit 1**). It is also my contention that although 199 Town Farm Road does not necessarily meet the very ambiguous Cellco prerequisite of being on the National Registry of Historic Places it does have significant local and state scenic and historic value. The proposed tower in conjunction with its hideous support apparatus footprint is, however, within a mere few feet of remnants of the Old Farmington Canal that once connected Northampton, Massachusetts to New Haven, Connecticut during part of the Nineteenth Century (**Exhibit 24**). The Old Farmington Canal, the facts and history of which were recently on display at the Canton Public Library, is in fact listed on the National Registry of Historic Places (**Exhibit 25**). A 1934 aerial photo depicting the Canal passageway running precisely through the Simmons Farm was on display. Mr. Simmons to this day still uses portions of the Old Canal pathway on the farm to move supplies back and forth from the fields.

Interestingly, a picturesque aerial photo of the farm once and up until recently was coincidentally and to some extent inexplicably removed from the cover of the home page of the official Town of Farmington web site once this location became contentious during the previous Docket #356 application process (**Exhibit 26**). [Www.Farmington-Ct.org](http://www.Farmington-Ct.org) is a web site available to current and potential future Farmington residents to obtain

information about Farmington government, schools, and activities and to acquire a general feel for the way of life in Farmington and its farming heritage. Since Cellco filed its application to place a cell tower there, town officials have removed the photo of The Simmons Family Farm from the town government's web site. By removing that photo from the web site, Town officials have essentially acknowledged and admitted that a telecommunications tower will destroy the beauty of the site, and that it will no longer be a scene that the Town wishes current and prospective residents to see.

Although the Connecticut Department of Transportation has no authority over the scenic designation of local town roads, Colleen Kissane, the Chairman of the Scenic Road Designation Committee for the Connecticut Department of Transportation agrees with my assessment of the scenic quality of the farm at the end of Tilloston Road (**Exhibit 27**).

The Simmons Family Farm is also mentioned in a book by the name of "Connecticut; Off the Beaten Path" (**Exhibit 28**) for its scenic and recreational values. It is described as one of the oldest active dairy farms in Connecticut and the site of glacial eskers from the last ice age.

The Town of Avon referred to the Simmons Family Farm as "historic" and as one of the venues available for family tours during their 175th Anniversary Celebration (**Exhibit 29**). It is also a location for other Avon annual recreational activities and general public activities such as Boy and Girl Scout outings, 4H Club outings, elementary school field trips and a publicly available farm produce stand (**Exhibit 30**).

The farm scene is also the backdrop for many a local artist's canvases as we personally own a painting by one of them (**Exhibit 31**).

And finally on May 9th of this year, the Farmington Valley Visitors Association sponsored a fundraising benefit for historic preservation by visiting five historic barns in the Farmington Valley including the Simmons Family Farm. The Simmons Family Farm barn is listed with the Historic Barns of Connecticut. The Historic Barns of Connecticut is a Connecticut Trust for Historical Preservation Project (**Exhibit 32**). Established in 1975 as a non-profit organization by Special Act of the Connecticut General Assembly, the Connecticut Trust for Historical Preservation's mission is to preserve the character and ensure the vitality of Connecticut's historically

the Trust assists residents and community organizations throughout the state to preserve, protect, and revitalize Connecticut's historically significant communities. Information concerning Connecticut's historic barns, including the Simmons Family Farm barn, is available on the Historic Barns of Connecticut web site, a site that also receives funding from the Connecticut Humanities Council (**Exhibit 33**). I scarcely think that this visual jewel of a publicly owned and openly enjoyed view shed property is an ideal setting for any form of noticeable telecommunications tower.

Conclusion

In conclusion, my arguments are many and with considerable merit, the most important of which being that the location is deemed "open space and agricultural", for you the Connecticut Siting Council to seriously consider your statutory obligation to protect Connecticut's scenic and historic venues when siting telecommunication towers and seek an alternative location for this tower, such as Avon Old Farms School. The School has expressed an interest has a potential site for a cell tower. The school site, along with other possible methods of cellular wavelength propagation if necessary, would still serve and benefit the public need and satisfy Celco Partnership d/b/a Verizon Wireless coverage requirements along with not being a detriment to a neighborhood of homes and an eye sore to such a scenic public location. As you can see by my many exhibits pertaining to 199 Town Farm Road, this is realistically not an appropriate site for a telecommunications tower.

May I again assert that this is a town taxpayer-purchased town taxpayer-owned and financially supplemented State of Connecticut taxpayer purchased farmland property originally intended to be kept in its existing natural condition both visually and physically for the benefit of the state and local area citizens that own it. The location is zoned residential and agricultural and not commercial or industrial. The very vague perceived public need in the area of question certainly does not out weigh the explicit damage that will be imparted to this picturesque and pastoral public view shed officially owned by the Town of Avon, Town of Farmington and State of Connecticut taxpayers.

The Siting Council is ultimately tasked and mandated by Connecticut State law to protect and minimize damage to the State of Connecticut's scenic, historic and recreational values especially when there may be a more suitable and less intrusive site available (**Exhibit 1**). In the end,

suitable and less intrusive site available (**Exhibit 1**). In the end, the Simmons Family Farm's local and state scenic and historical significance cannot and should not be overlooked nor ignored (**Exhibits 24-33**).

We respectfully request that the Connecticut Siting Council carry out its statutory mandate and deny Cellco's application in Docket #374. To sacrifice such a beautiful and historic piece of Farmington's history for an unnecessary telecommunications tower, would set a precedent and potentially deal a death blow to farms and open spaces across the state. The Siting Council has the statutory power to help preserve this historic and scenic piece of land for future generations to enjoy. We urge you do so by denying Cellco's application and urge them to find a more appropriate location.

Obvious and blatant irregularities in the administrative processes of this application should render it null and void to say the least. The application by Cellco Partnership for this site is not only deficient, erroneous and disingenuous but also simply inconsiderate and unconscionable to the state and local citizens that own and enjoy this farm site (**Exhibit 12**).

Preserving this location in its natural condition as its purchase was originally intended for is, as Farmington Town Council Chairman stated, beyond doubt something our fellow citizens and our children will ultimately thank us for (**Exhibit 18**).

Thank you for the opportunity to present my concerns regarding the siting of this tower at 199 Town Farm Road.

Respectfully,

David R. Edelson, D.M.D., on the behalf of Susan R. Edelson

CC: Connecticut Siting Council
Representatives for the Town of Farmington
Representatives for the Town of Avon
Attorney General Richard Blumenthal

RICHARD BLUMENTHAL
ATTORNEY GENERAL



55 Elm Street
P.O. Box 120
Hartford, CT 06141-0120

Office of The Attorney General
State of Connecticut
April 15, 2008

CSC Docket #374

David E. Edelson, D.M.D.
11 Belgravia Terrace
Farmington, CT 06032

EXHIBIT 1

Dear Dr. Edelson:

Thank you for your letter regarding your dissatisfaction with an application to the Connecticut Siting Council ("Council") by Verizon to construct a cellular tower in Farmington.

I appreciate your concerns that the tower may be poorly sited on a local farm owned by the Town in close proximity to a residential neighborhood and adversely affect the environment and scenic beauty of the surrounding community.

Although my office has no authority over decisions made by the Council, I have written directly to the Chairman of the Council, Daniel F. Caruso, asking him to review our shared concerns.

Again, thank you for your letter. Please do not hesitate to contact me again.

Very truly yours,

RICHARD BLUMENTHAL

RB/AJ/sm

RICHARD BLUMENTHAL
ATTORNEY GENERAL



55 Elm Street
P.O. Box 120
Hartford, CT 06141-0120

Office of The Attorney General
State of Connecticut

April 14, 2008

Daniel F. Caruso
Chairman
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Dear Mr. Caruso:

My office was recently contacted by Dr. David R. Edelson and Roger Saunders regarding Verizon's proposal to the Connecticut Siting Council ("Council") to construct a cellular telephone tower in Farmington.

Dr. Edelson and Mr. Saunders believe that this proposal is poorly sited on a farm owned by the Town in close proximity to a residential neighborhood and would be dangerous and adversely affect the environment and scenic beauty of the surrounding community.

I ask that the Council consider these important issues and follow its statutory mandate to consider alternative sites that would limit any impact on the residents, environment and scenic beauty of the surrounding community.

Thank you very much.

Very truly yours,


RICHARD BLUMENTHAL

AJ/sm

C: Dr. David R. Edelson
Roger Saunders

Because the FCC and the United States Congress have determined that there is a pressing public need for high-quality telecommunications service nationwide, the federal government has preempted the determination of public need by states and municipalities, including the Council, with respect to public need for the service to be provided by the proposed facility. In addition, the FCC has promulgated regulations containing technical standards for wireless systems, including design standards, in order to ensure the technical integrity of each system and nationwide compatibility among all systems. State and local regulation of these matters is likewise preempted. The FCC has also exercised its jurisdiction over and preempted state and local regulation with respect to radio frequency interference issues by establishing regulations in this area as well.

Pursuant to FCC authorizations, Cellco has constructed and currently operates a wireless system throughout Connecticut. This system, together with Cellco's system throughout its east coast and nationwide markets, has been designed and constructed to operate as one integrated, contiguous system, consistent with Cellco's business policy of developing compatibility and continuity of service on a regional and national basis.

Included as Attachment 6 are the FCC authorizations issued to Cellco for its wireless cellular, PCS and new 700 MHz services in Connecticut. The FCC's rules permit a licensee to modify its system, including the addition of new cell sites, without prior approval by the FCC, as long as the licensee's authorized service area is not enlarged. The Farmington North 2 Facility proposed in this Application would not enlarge Cellco's authorized service area.

B. Public Need and System Design

1. Public Need

As noted above, the Act has pre-empted any state or local determination of public need for wireless services. In Hartford County, Cellco holds an FCC License to provide wireless



April 23, 1996

FEDERAL COMMUNICATIONS COMMISSION

FACT SHEET

Information provided by the Wireless Telecommunications Bureau

NEW NATIONAL WIRELESS TOWER SITING POLICIES

The Telecommunications Act of 1996 contains important provisions concerning the placement of towers and other facilities for use in providing personal wireless services. Most state and local communities have worked closely with cellular and other wireless service providers on such placement plans, but this new law establishes new responsibilities for communities and for the Federal Communications Commission (FCC). The rapid expansion in the wireless industry makes these issues even more important.

This fact sheet is intended to explain the new provisions and to help state and local governments as they deal with the complex issues of facilities siting in their local communities. At the end of this fact sheet, you will find names of contacts for additional information about this area and other issues before the FCC.

Section 704 of the Telecommunications Act of 1996 (the "1996 Act") governs federal, state and local government oversight of siting of "personal wireless service" facilities. The 1996 Act establishes a comprehensive framework for the exercise of jurisdiction by state and local zoning authorities over the construction, modification and placement of facilities such as towers for cellular, personal communications service (PCS), and specialized mobile radio (SMR) transmitters:

- The new law preserves local zoning authority, but clarifies when the exercise of local zoning authority may be preempted by the FCC.
- Section 704 prohibits any action that would discriminate between different providers of personal wireless services, such as cellular, wide-area SMR and broadband PCS. It also prohibits any action that would ban altogether the construction, modification or placement of these kinds of facilities in a particular area.
- The law also specifies procedures which must be followed for acting on a request to place these kinds of facilities, and provides for review in the courts or the FCC of any decision by a zoning authority that is inconsistent with Section 704.

- Finally, Section 704 requires the federal government to take steps to help licensees in spectrum-based services, such as PCS and cellular, get access to preferred sites for their facilities. Federal agencies and departments will work directly with licensees to make federal property available for this purpose, and the FCC is directed to work with the states to find ways for states to accommodate licensees who wish to erect towers on state property, or use state easements and rights-of-way.

The attachments to this fact sheet seek to provide information concerning tower siting for personal wireless communications services. They include a summary of the provisions of Section 704 of the 1996 Act, the actual text of Section 704, and a technical information summary that describes the cellular, wide-area SMR and broadband PCS technologies that underlie the majority of requests for new tower sites.

Questions about the Telecommunications Act of 1996 generally may be addressed to Sheryl Wilkerson in the FCC's Office of Legislative and Intergovernmental Affairs, 202-418-1902 (e-mail: swilkers@fcc.gov). Questions about tower siting, licensing issues or technical matters may be addressed to Steve Markendorff, Deputy Chief, Commercial Wireless Division in the Wireless Telecommunications Bureau, 202-418-0620, (e-mail: smarkend@fcc.gov).

This Fact Sheet is available on our fax-on-demand system. The telephone number for fax-on-demand is 202-418-2830. The Fact Sheet may also be found on the World Wide Web at <http://www.fcc.gov/wtb/wirehome.html>.

SUMMARY OF SECTION 704 OF THE TELECOMMUNICATIONS ACT OF 1996

The following is a summary of key provisions. The text of Section 704 is reproduced in its entirety as an attachment to this summary.

1. Local Zoning Authority Preserved

Section 704(a) of the 1996 Act amends Section 332(c) of the Communications Act ("Mobile Services") by adding a new paragraph (7). It preserves the authority of state and local governments over decisions regarding the placement, construction, and modification of personal wireless service facilities, except as provided in the new paragraph (7).

2. Exceptions

a. States and Localities May Not Take Discriminatory or Prohibiting Actions

Section 704(a) of the 1996 Act states that the regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof shall not unreasonably discriminate among providers of functionally equivalent services and shall not prohibit or have the effect of prohibiting the provision of personal wireless services. 47 U.S.C. §332(c)(7)(B)(i).

Review: Any person that is adversely affected by a state or local government's action or failure to act that is inconsistent with Section 332(c)(7) may seek expedited review in the courts. 47 U.S.C. §332(c)(7)(B)(v).

b. Procedures for Ruling on Requests to Place, Construct or Modify Personal Wireless Service Facilities

Section 704(a) also requires a State or local government to act upon a request for authorization to place, construct, or modify personal wireless service facilities within a reasonable time. Any decision to deny a request must be made in writing and be supported by substantial evidence contained in a written record. 47 U.S.C. §332(c)(7)(B)(ii), (iii).

c. Regulations Based On Environmental Effects of RF Emissions Preempted

Section 704(a) of the 1996 Act expressly preempts state and local government regulation of 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 FCC's regulations concerning such emissions. 47 U.S.C. §332(c)(7)(B)(iv).

Review: Parties may seek relief from the FCC if they are adversely affected by a state or local government's final action or failure to act that is inconsistent with this provision. 47 U.S.C. § 332(c)(7)(B)(v).

3. Federal Guidelines Concerning RF Emissions

Section 704(b) requires the FCC to prescribe and make effective new rules regarding the environmental effects of radio frequency emissions, which are under consideration in ET Docket 93-62, within 180 days of enactment of the 1996 Act.

NOTE: The pendency of this proceeding before the FCC does not affect the rules which currently are in effect governing the environmental effects of radio frequency emissions. Section 704(b) gives preemptive effect to these existing rules. See related attachments to the Fact Sheet.

4. Use of Federal or State Government Property

a. Federal Property

Section 704(c) of the 1996 Act requires the President (or his designee) to prescribe procedures by which the federal government may make available on a fair, reasonable and nondiscriminatory basis, property, rights-of-way and easements under their control, for the placement of new spectrum-based telecommunications services.

b. State Property

With respect to facilities siting on state property, Section 704(c) of the 1996 Act requires the FCC to provide technical support to States to encourage them to make property, rights-of-way and easements under their jurisdiction available for the placement of new spectrum-based telecommunications services.

NOTE: Information concerning technical support for tower siting which the FCC is making available to state and local governments is attached to the Fact Sheet.

5. Definitions

"Personal wireless services" include commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services. 47 U.S.C. §332(c)(7)(C)(i).

"Commercial mobile services" are defined in Section 332 of the Communications Act and the FCC's rules, and include cellular telephone services regulated under Part 22 of the FCC's rules, SMR services regulated under Part 90 of the FCC's rules, and PCS regulated under Part 24 of the FCC's rules. 47 C.F.R. §20.9.

"Unlicensed wireless services" are defined as the offering of telecommunications services using duly authorized devices which do not require individual licenses; direct-to-home satellite services are excluded from this definition. 47 U.S.C. §332(c)(7)(C)(iii).

COMPLETE TEXT OF SEC. 704 OF THE TELECOMMUNICATIONS ACT OF 1996

SEC. 704. FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS.

(a) NATIONAL WIRELESS TELECOMMUNICATIONS SITING POLICY- Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

`(7) PRESERVATION OF LOCAL ZONING AUTHORITY-

`(A) GENERAL AUTHORITY- Except as provided in this paragraph, nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

`(B) LIMITATIONS-

`(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof--

`(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

`(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

`(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

`(iii) Any decision by a State or local government or place,

construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

`(iv) 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.

`(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any

court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

(C) DEFINITIONS- For purposes of this paragraph--

(i) the term 'personal wireless services' means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

(ii) the term 'personal wireless service facilities' means facilities for the provision of personal wireless services; and

(iii) the term 'unlicensed wireless service' means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 303(v)).'

(b) RADIO FREQUENCY EMISSIONS- Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

(c) AVAILABILITY OF PROPERTY- Within 180 days of the enactment of this Act, the President or his designee shall prescribe procedures by which Federal departments and agencies may make available on a fair, nondiscriminatory basis, property, rights-of-way, and easements under their control for the placement of new telecommunications services that are dependent, in whole or in part, upon the utilization of Federal spectrum rights for the transmission or reception of such services. These procedures may establish a presumption that requests for the use of property, rights-of-way, and easements by duly authorized providers should be granted absent unavoidable direct conflict with the department or agency's mission, or the current or planned use of the property, rights-of-way, and easements in question. Reasonable fees may be charged to providers of such telecommunications services for use of property, rights-of-way, and easements. The Commission shall provide technical support to States to encourage them to make property, rights-of-way, and easements under their jurisdiction available for such purposes.

**TOWN OF FARMINGTON
REGULATIONS
FOR
ZONING**

CSC Docket #374
EXHIBIT 4



FARMINGTON TOWN HALL
One Monteith Drive
Farmington, Connecticut 06032-1053

FARMINGTON, CONNECTICUT

ZONING REGULATIONS
(Amended to October 31, 2004)

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ZONING REGULATIONS

TOWN OF FARMINGTON, CONNECTICUT

ARTICLE I. PURPOSE AND INTENT

Section 1. PURPOSE

These regulations are adopted under the General Statutes of the State of Connecticut, as amended, for the following purposes:

To promote and to protect the public health, safety and welfare of the inhabitants of Farmington, Connecticut, and of the public generally;

To facilitate adequate transportation, water, sewerage, schools, parks and other public benefits;

To encourage the most appropriate use of land throughout the Town, thereby conserving the value of properties;

To regulate the height, number of stories and size of buildings and other structures; the percentage of the area of the lot that may be occupied; the size of yards, courts and other open spaces; and the height, size and location of advertising signs;

To regulate the density of population and the location and use of buildings, structures, and land for trade, industry, residence or other purposes;

To divide the municipality into zones of such number, shape and area as may be best suited to carry out the purposes of these regulations;

To regulate the erection, construction, reconstruction, alteration or use of buildings or structures and the use of land in such zones;

To permit certain classes or kinds of buildings, structures or uses of land within the Town only after obtaining a special permit or special exception;

To lessen congestion in the streets;

To secure safety from fire, panic, flood and other dangers;

To provide adequate light and air;

To prevent the overcrowding of land;

To further the policies of the Plan of Development;

To guide development in a manner which recognizes the importance of the natural environment;

To guide development which minimizes impacts to wetlands, watercourses, flood prone areas, hillsides, surface water and groundwater resources and other sensitive and significant features of the natural landscape; and

To encourage the preservation of historic structures.

Section 2. BASIC REQUIREMENTS

No land, building, structure or portion thereof shall hereafter be used, and no building, structure or portion thereof shall be constructed, reconstructed, located, extended, enlarged or substantially altered, except in conformity with these regulations.

These regulations are intended to state the uses of land and/or buildings and structures which are permitted within the Town. Uses not stated are not permitted.

Section 3. APPLICATION OF REGULATIONS

No conveyance of land shall be made that reduces the remaining land of the grantor below the applicable minimum area, frontage, bulk and yard requirements. No building permit, zoning permit, certificate of occupancy or certificate of zoning compliance shall be issued for the erection or occupancy of a building or structure on land conveyed in violation of this section.

Section 4. INTERPRETATION

In interpreting and applying these regulations, the regulations shall be considered as the minimum requirements for the promotion of the public health, safety and general welfare.

When these regulations impose a greater restriction on the use of buildings or require larger yards, courts or other open spaces, or require a greater percentage of lots to remain unbuilt, or impose other standards higher than those imposed by any law, ordinance, regulation or private agreement, these regulations shall control. When restrictions are imposed by any law, ordinance, regulation or private agreement which are greater than those required by these regulations, such greater restrictions shall not be affected by these regulations.

When one section of these regulations imposes standards greater than those of another section, the standards of the more restrictive section shall control, however, it should be recognized that a use of property as set forth under Article II Sections 19 – 26 and Article IV shall be permitted in the respective underlying zone as established by right or by special permit.

The Zoning Enforcement Officer may require the installation and maintenance of any erosion and sediment control measures contained in the "Connecticut Guidelines for Soil Erosion and Sediment Control" January, 1985 as amended.

Section 12. SPECIAL PERMITS, SITE PLANS, INTENT AND APPLICATION REQUIREMENTS

A. INTENT

These Zoning Regulations are based upon the division of the Town into districts, within each of which the use of land and structures and the size and location of structures in relation to the land are substantially uniform. However, it is recognized that there are certain other uses and features that would be appropriate in such districts if controlled as to number, area, location or relation to the neighborhood so as to promote the public health, safety and welfare. Change of zone and special permit uses shall be subject to the satisfaction of the requirements and standards set forth herein. Zone changes and special permit uses are declared to possess such particular characteristics that each shall be considered as an individual case.

B. Standards for Granting of a Change of Zone or Special Permit

In considering applications the Commission shall require compliance with the following:

1. That the existing and future character of the neighborhood in which the zone and/or use is to be located will be protected;
2. That adequate safeguards have been taken to protect adjacent property and the neighborhood in general from detriment;
3. That traffic circulation within the site and the amount, location and access to parking is adequate, and adequate sight distance is provided for all proposed and existing driveways;
4. That the road network, to include intersections, impacted by the proposed development will be capable of satisfactorily handling the increase traffic generated by such use;
5. That the i) basic design of the proposed use(s) or buildings; ii) relationship between the buildings and the land; and iii) overall physical appearance of the proposed use(s) or buildings will be in general harmony with the character of the surrounding neighborhood and will not serve to blight or detract from abutting residences or other property;
6. That in the case where an application proposes increased building density over that permitted under the existing zone, the topography and other natural features of the property are capable of accommodating such increased development without detrimental impact; and that adequate safeguards have been taken to protect the natural

environment; and

7. That all required public services will be reasonably available to serve the proposed development.

The Commission may attach conditions to an approval of a special permit or site plan in conjunction with a special permit or zone change to ensure compliance with the above standards.

C. Procedures

1. Every application for change of zone and special permit shall require a public hearing.
2. Notice of the public hearing by certified mail shall be mailed by the applicant no later than ten (10) days before such hearing to all owners of property, as recorded in the office of the Town Assessor on the date the application is filed, located within 200 feet of the property which is the subject of the application. In the case where any property within 200 feet of the property which is the subject of the application has been submitted to common interest ownership, such as a condominium, the required notice need only be sent to the homeowners' association and to those owners of buildings or dwelling units located within such 200 feet. Evidence of such mailing shall be presented to the Planning Department at or before the public hearing. In addition, the applicant shall post a notification sign provided by the Planning Department on the property at least seven (7) days prior to the date of the public hearing.
3. All applications for a zone change or special permit shall be accompanied by an application for site plan approval unless otherwise waived by the Commission. In addition, an application for site plan approval shall be submitted to the Commission for the development of any varied use and for any site or building modifications to any existing special permit use. Applications for site plan approval shall be accompanied by 8 sets of plans, 24" x 36" in size, at a scale of no less than 1" = 100', and contain all information as listed on the Application Checklist which is included as part of these regulations as Appendix B. The Commission may waive any and all of the information required on a site plan provided enough information is submitted to the Commission to sufficiently determine compliance with these regulations.
4. From time to time requests are received for revisions of or additions to approved site plans and/or special permits, zone changes or stated uses. Such revisions or additions may have minor or major consequences. Such requests will be first screened by the Zoning Enforcement Officer and if he determines such a request to be of minor consequence, he will conditionally approve the request and advise the Commission of his action. Unless the Commission acts to modify his conditional approval, the conditional approval shall become final approval. If the Zoning Enforcement Officer determines such request to have a significant consequence, the request shall be submitted to the Commission for its consideration and action. Following a finding by the Commission that the request has a significant consequence the Commission shall conduct a public hearing prior to its action.

11. No accessory apartment may be established until a Zoning Permit and Certificate of Zoning Compliance is issued by the Zoning Enforcement Officer. Such Certificate of Zoning Compliance must be renewed every two years from the date of issuance. The property owner shall submit information to indicate compliance with the provisions of this regulation on forms provided by the Zoning Enforcement Officer.

Section 22. AFFORDABLE HOUSING

An application for affordable housing submitted to the Commission pursuant to the provisions of Section 8-30g. of the Connecticut General Statutes, and not submitted under Article II. Section 25. of these regulations, shall conform with subsections F.1. through F.4. and F.8. of Article II. Section 25. of these regulations with the following exceptions:

- A. An affordable housing unit shall be defined as in Section 8-39a. of the Connecticut General Statutes for persons and families whose income is less than or equal to eighty percent of the area median income.
- B. Restrictions or covenants requiring that dwelling units be sold or rented at or below prices which will preserve the units as affordable housing shall only apply for a period of twenty years from the initial occupation of such dwelling units.

In addition the approval of such an application for affordable housing as defined above shall not legally take effect until the housing developer has entered into a contract with the Town of Farmington as specified in Article II. Section 25.D. of these regulations.

Section 23. COMMERCIAL WIRELESS TELECOMMUNICATION SITES

- A. DEFINITIONS. For the purpose of applying the provisions of this section the terms below shall be defined as follows:

ANTENNA means a device used to receive or transmit electromagnetic waves. Examples include, but are not limited to whip antennas, panel antennas and dish antennas.

CAMOUFLAGED means a commercial wireless telecommunication site that may be disguised, hidden, part of an existing or proposed structure or placed within an existing or proposed structure.

CARRIER means a company that provides wireless telecommunication services.

CO-LOCATION means locating wireless communication facilities from more than one provider on a single structure or tower. Co-location can also refer to the provision of more than one service on a single structure or tower by one or more carriers.

COMMERCIAL WIRELESS TELECOMMUNICATION SERVICES means licensed commercial wireless telecommunication services including cellular, personal

communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging and similar services that are marketed to the general public.

COMMERCIAL WIRELESS TELECOMMUNICATION SITE means a facility operated by a licensed commercial wireless telecommunication service provider which consists of the equipment and structures involved in receiving or transmitting electromagnetic waves associated with wireless telecommunication services.

HEIGHT OF TOWER means a distance from the ground elevation of such tower to the topmost point of the tower including any antenna or other appurtenances. The total elevation of the tower is the height of the tower plus the ground elevation expressed as above mean sea level.

RADIOFREQUENCY (RF) ENGINEER means an engineer specializing in electrical or microwave engineering, especially the study of radio frequencies.

TOWER means a structure that is intended to support equipment used to receive and/or transmit electromagnetic waves. Design examples of towers include a) self supporting lattice, b) guyed and c) monopole.

B. Location Preferences. The locations for siting commercial wireless telecommunication sites are listed in lines 1 through 10 below, in order of preference.

1. Camouflaged within an existing building, flagpole, tower or similar structure.
2. Mounted and camouflaged on an existing building or structure.
3. Mounted on existing buildings and structures in commercial and industrial zones.
4. Mounted on an existing or previously approved tower without increasing the height of the tower.
5. Mounted on existing buildings and structures in residential zones.
6. Mounted on an existing or previously approved tower resulting in an increase in tower height.
7. Mounted on new towers at or less than 75 feet in height located in commercial or industrial zones.
8. Mounted on new towers more than 75 feet in height located in commercial or industrial zones.
9. Mounted on new towers at or less than 75 feet in height located in residential zones.
10. Mounted on new towers more than 75 feet in height located in residential zones.

C. Permitted Uses. The following uses which generally pose minimum adverse visual effects subject to the standards in Subsection G.

1. Commercial wireless telecommunication sites which are camouflaged and located inside nonresidential buildings or structures. No changes shall be made to the exterior of such structure.
2. Commercial wireless telecommunications sites where the antenna is mounted to existing towers, utility poles, water towers, light standards, bridges or other similar structures which are not classified as buildings provided the following standards are met:
 - a. No changes are made to the height of the structure. However the antenna may extend up to 15 feet above the original height of the structure.
 - b. No panel antenna shall exceed 60 inches in height and 24 inches in width.
 - c. No dish antenna shall exceed 3 feet in diameter.
 - d. All related equipment buildings and boxes shall be screened and fenced as required by the Zoning Enforcement Officer.
 - e. Such towers, poles, light standards, bridges or similar structures shall be located within non-residential zones.

D. Uses Allowed Only by Special Permit. In addition to specific requirements listed in Subsections G. and H., the Commission must find that the application complies with the standards found in Article IV. Section 12. See Article IV. Section 12. also for application procedures, hearing and notice requirements. A licensed carrier shall be either the applicant or co-applicant.

1. In all zoning districts, commercial wireless telecommunication sites not otherwise permitted in Subsection C.

E. Site Plan Requirements. All proposals to develop a commercial wireless communication site as a permitted use or special permit use shall be subject to the site plan requirements listed in Article IV. Section 12. of these regulations. In addition the following information shall be submitted in accordance with each particular application where applicable.

1. Permitted Use:
 - a. A plan showing where and how the proposed antenna will be affixed to a particular building or structure.
 - b. Details of all proposed antenna and mounting equipment including size and color.
 - c. Elevations of all proposed shielding and details of materials including color.

- d. An elevation of all proposed equipment buildings or boxes. Details of all proposed fencing including color.
- e. A report from a licensed RF engineer indicating that the proposed wireless telecommunication site will comply with the emission standards found in Subsection G. of this regulation. The report shall include ambient RFR measurements and the maximum estimate of RFR from the proposed wireless telecommunication site(s) plus the existing RFR environment. Such report shall also certify that the installation of such site will not interfere with public safety.

2. Special Permit Use:

- a. A map depicting the extent of the carrier's current and planned coverage within the Town of Farmington and the service area of the proposed wireless telecommunication site. A map indicating the search radius for the proposed wireless telecommunication site.
- b. A design drawing including cross section and elevation of all proposed towers. A description of the tower's capacity including the number and type of antennas it can accommodate as well as the proposed location of all mounting positions for co-located antennas and the minimum separation distances between antennas.
- c. Upon request of the Commission, the applicant shall provide complete and accurate propagation plots in relation to scaled elevation drawings addressing all facilities to be installed on the tower.
- d. Upon request of the Commission, the applicant shall arrange for a balloon or crane test at the proposed site to illustrate the height of a ground mounted tower. This demonstration shall remain in place for a minimum of 36 hours.
- e. Upon request of the Commission, the applicant shall provide a sight line study indicating how the facility would appear from various directions and distances prescribed by the Commission. This could include photographs depicting sight lines before and after installation.
- f. All of the plans and information required for Permitted Uses in the previous section.

F. Height and Area Requirements.

1. Lot Size. Commercial wireless telecommunication sites containing a freestanding tower shall not be located on any lot less than 20,000 square feet in area. Where it is proposed that such a wireless telecommunication site occupy a lot as a principal use, the minimum lot size shall be equal to that required for the underlying zone or 20,000 square feet, whichever is greater.
2. Height. The maximum height of a tower proposed under this regulation shall be 200 feet including the antenna and all other appurtenances. The height of a tower mounted on a building shall be measured from the average level of the ground along all walls of

the building to the tallest point on the tower including the antenna and all other appurtenances. The maximum height of any roof top mounted wireless telecommunication site shall be 15 feet unless otherwise approved by the Commission.

3. Yards.

- a. All towers shall comply with the following minimum property line setbacks and fall zone requirements: (For purposes of applying the provisions of this paragraph the height of a tower mounted on a building shall be measured from the elevation of the roof at the base of the tower to the tallest point on the tower including the antenna and all appurtenances)

Fall Zone – The base of a tower shall be located a minimum distance from a property line equal to the height of the tower. This fall zone area shall not contain any buildings unrelated to the commercial wireless telecommunication site unless otherwise approved by the Commission after the applicant has shown that based upon substantial evidence submitted that the tower is so designed and located as to collapse in a manner which would not result in a threat to buildings or other structures intended for occupancy by persons.

Front Yard or Side Yard Along a Street - A minimum distance equal to the height of the tower or the setback required for the underlying zone, whichever is greater.

Side or Rear Yards. - In residential zones, a minimum distance of 75 feet for towers equal to or less than 75 feet in height and for towers in excess of 75 feet a minimum distance equal to $\frac{3}{4}$ the height of the tower.

In non-residential zones, a minimum distance equal to $\frac{1}{2}$ the height of the tower or the setback required for the underlying zone, whichever is greater.

However where a side or rear lot line is contiguous to a residential zone the setback for that particular yard shall be as required for such a tower in a residential zone.

- b. All equipment buildings/boxes and or equipment areas which are 50 square feet or greater in area shall comply with the minimum property line setbacks for a principal building in the underlying zone.

All equipment buildings/boxes and or equipment areas which are less than 50 square feet in area shall comply with the following minimum property line setbacks:

Front Yard of Side Yard Along a Street - Same as for a principal building in the underlying zone.

Rear and Side Yards - 20 feet.

- c. Applications proposed for the Flood Protection Zone shall comply with the lot and yard requirements of the R40 zone.

G. General Requirements.

1. No commercial wireless telecommunication site shall be located within 500 feet of a parcel containing a playground or school which is primarily attended by persons under 18 years of age. The Commission may, in its discretion and by a vote of 5 of 6 of its members, waive this requirement for an area designated as the playground, when the limits of the playground area within the parcel are located more than 500 feet from the commercial wireless telecommunications site. When considering such waiver requests, the Commission may consider future playground development proposals for any portion of the parcel if a formal development plan is on file with or pending before, or was previously approved by the Commission or the Director of Parks and Recreation.
2. No commercial wireless telecommunication site shall be located within 200 feet of a residential dwelling.
3. No tower shall be located within 1,000 feet of the boundary of a local historic district.
4. No lights shall be mounted on proposed towers unless otherwise required by the FAA. All strobe lighting shall be avoided if possible.
5. Towers not requiring special FAA painting or markings shall be painted a non-contrasting blue, gray or other neutral color as determined by the Commission.
6. No tower shall be located on municipally owned land designated as open space or for recreation use unless approved by the Farmington Conservation Commission.
7. All towers shall be either a monopole or lattice design at the discretion of the Commission. A monopole tower shall be designed to collapse upon itself.
8. The Commission may require that monopoles be of such design and treated with an architectural material so that it is made to resemble a man-made or natural object such as but not limited to a flagpole or tree.
9. The Commission may require that any proposed tower be designed in all respects to accommodate both the applicant's antennas and comparable antennas for at least two additional users if the tower is 100 feet or greater in height or for at least one additional comparable antenna if the tower is between 50 and 99.9 feet in height. The Commission may require the tower to be of such height and structural design as to allow for future rearrangement of antennas upon the tower and to accommodate antennas mounted at varying heights.
10. Each tower site must be served by a driveway with parking for at least one vehicle. All provisions of these regulations concerning the design and location of driveways shall apply.
11. Antennas or unshielded equipment buildings/boxes mounted to or on buildings or structures shall to the greatest degree possible blend with the color and design of such building. The Commission may require that building mounted facilities be camouflaged or shielded.

12. All dish antennas shall be of mesh construction unless otherwise approved by the Commission.
13. Dish antennas shall not exceed 6 feet in diameter. Panel antennas shall not exceed 5 feet in height.
14. No proposed commercial wireless telecommunication site shall be designed, located or operated as to interfere with existing or proposed public safety communications.
15. All applications for commercial wireless telecommunication sites within the Flood Protection Zone shall comply with the standards found in Article II Section 16 of these regulations.
16. The design of all commercial wireless telecommunication sites shall comply with the standards promulgated by the FCC for non-ionizing electromagnetic emissions. When there is more than one existing or proposed source of electromagnetic emissions at a site or adjacent thereto the design shall consider the cumulative emissions from all sources.
17. All utilities proposed to serve a commercial wireless telecommunication site shall be installed underground unless otherwise approved by the Commission.
18. All generators installed in conjunction with any commercial wireless telecommunication site shall comply with all state and local noise ordinances. In addition the Commission may require that generators be screened including the use of panels lined with sound deadening material.
19. All applications for commercial wireless telecommunication towers 50 feet or greater in height shall be accompanied by a letter of intent committing the tower owner and its successors to allow the shared use of the tower if an additional user agrees to meet reasonable terms and conditions for shared use.
20. The Commission under Chapter 98 of the Town of Farmington Code may engage outside consultation to assist in the review of engineering plans and specifications relating to commercial wireless telecommunication sites.

H. Factors Upon Which Special Permit Decisions of the Commission Shall be Based.

In passing upon applications for commercial wireless telecommunication sites, the Commission, in addition to the standards found in Article IV. Section 12., shall also find:

1. In the case where a commercial wireless telecommunication site is proposed to be located on a property designated on the State or National Historic Register or within an approved historic district, that such proposal will preserve the historic and/or architectural character of the landscape or any structure.
2. In the case where an application for the proposed location of a commercial wireless telecommunication site is not a preference 1 through 6 location, the applicant has adequately described the efforts and measures taken to pursue those preferences and why a higher preference location was not feasible. In the case where the higher

preference location is not technologically feasible, the applicant shall supply documentation of the following factors:

- a. The planned equipment would cause unacceptable interference with the operation of other existing or planned equipment on an existing or approved structure as documented by a qualified licensed engineer and that the interference cannot be prevented or eliminated with reasonable means.
 - b. The planned equipment cannot be accommodated on existing or approved towers due to structural deficiencies as documented by a qualified licensed engineer and that such deficiencies cannot be eliminated with reasonable means.
 - c. The planned equipment cannot be accommodated on an existing building or structure due to the inability to adequately receive or transmit the desired signal and that such deficiencies cannot be eliminated with reasonable means.
 - d. The existing or planned equipment on an existing or approved structure would cause unacceptable interference with the equipment proposed by the applicant as documented by a qualified licensed engineer and that the interference cannot be prevented or eliminated with reasonable means.
 - e. Any restriction or limitation imposed by the FCC.
 - f. In the case where an application is filed for a preference 9 or 10 location, the applicant, in addition to conforming with paragraph 2. of this section, has adequately described the efforts and measures taken to pursue preference 7 and 8 locations and why such locations were not technologically or legally feasible.
- I. Monitoring. Subsequent to the initial operation of a commercial wireless telecommunication site, the owner of such facility shall conduct an actual measurement of the electromagnetic emissions and submit a report prepared by a licensed RF engineer to the Commission. This report shall be submitted between three months and six months after initial operation has commenced. In the case where a commercial wireless telecommunication site is located in or within 1000 feet of a residential zone the Commission may require that such report be prepared and submitted on a frequent basis not to exceed one per each calendar year. When there is more than one source of electromagnetic emissions at a site the above mentioned report should measure the cumulative emissions from all sources.
- J. Abandonment. A commercial wireless telecommunication site not in use for 12 consecutive months shall be removed by the service facility owner. This removal shall occur within 90 days of the end of such 12 month period. Upon removal, the site shall be restored to its previous appearance and where appropriate revegetated to blend with the surrounding area. The Commission may require a performance bond to ensure the removal of a site and restoration of the subject area.
- K. Expiration of Permit. The approval of an application for special permit shall be void and of no effect unless construction of the project commences within one year from the date of the approval granted by the Commission. For purposes of this regulation the term construction

shall be defined as the installation of a permanent foundation. The Commission may grant up to two six-month extensions of this period upon written request by the applicant. The Commission shall withhold approval of any or all extensions unless the development plan is brought into conformance with any relevant zoning regulations which have been amended subsequent to the original approval and if the applicant fails to provide adequate evidence that construction is able to begin within the extended time period sought. This evidence shall include, but not be limited to, the acquisition of any or all required government approvals and project financing. Any appeals of such special permit, site plan, inland wetlands or subdivision approval shall extend the aforementioned one year period the length of such appeal. In reviewing a request for an extension of the special permit the Commission may give due consideration to the use of alternative technologies.

Section 24. ADULT-ORIENTED ESTABLISHMENTS

- A. **DEFINITIONS.** For the purpose of applying the provisions of this section the terms below shall be defined as follows:

ADULT-ORIENTED ESTABLISHMENT - An adult-oriented establishment is any business or operation where any employee, operator or owner exposes his or her specified anatomical area in the sale of a service or product for the observation by patrons, including but not limited to massage establishments or conforms to one or more of the following descriptions:

ADULT BOOKSTORE OR ADULT VIDEO STORE - a business having a significant portion of its stock in trade in books, films, photographs, tapes, periodicals and digital or analogue CDs characterized by an emphasis on depicting or describing specified sexual activity or specified anatomical areas; or defines itself as such by advertising as an adult oriented business to the general public.

ADULT ARCADE - an establishment where, for any form of consideration or gratuity, one or more motion picture projectors, slide projectors or similar machines, for viewing by five or fewer persons each, are used to show films, slides or other photographic reproductions including but not limited to computer images which are characterized by an emphasis on depicting or describing specified sexual activity or specified anatomical areas.

ADULT CABARET - a nightclub, bar, restaurant, theater or similar establishment which features performances which are characterized by the exposure of specified anatomical areas; or defines itself as such by advertising as an adult oriented business to the general public.

ADULT MODEL STUDIO - any place where, for any form of consideration or gratuity, figure models who display specified anatomical areas are provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by persons paying such consideration or gratuity. Excluded from this definition are any licensed educational institutions where the exposure of specified areas is associated with a curriculum or program.

ADULT MOTEL - a commercial establishment which offers public accommodations, for any form of consideration or gratuity, and provides patrons with closed circuit television

ARTICLE V. ADMINISTRATION AND ENFORCEMENT

Section 1. INTERPRETATION

In their interpretation and application these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, convenience and general welfare. Where these regulations impose a greater restriction on the use of land, buildings or require larger yards, or other open spaces or impose other higher standards than are imposed by the provisions of any law, ordinance, regulations or private agreement, these regulations shall control. When greater restrictions are imposed by any law, ordinance, regulation or private agreement than are required by these regulations, such greater restrictions shall not be affected by these regulations.

Section 2. ZONING PERMITS AND CERTIFICATES OF ZONING COMPLIANCE

- A. No land shall be used or activity conducted thereupon and no building or structure shall be used, erected, moved, enlarged or structurally altered and no Building Permit shall be issued until the Zoning Enforcement Officer either issues a Zoning Permit for such use or work or certifies in writing that such use or work is in conformity with the Zoning Regulations. A Zoning Permit is a document issued and certified by the Zoning Enforcement Officer that the proposed use and constructions is in conformance with the Zoning Regulations. A Zoning Permit is not required for repairs or alterations to existing buildings or structures, provided that such work does not alter the facade of such building, change the floor area or height of such building or structure and does not change the use thereof. A Zoning Permit shall also be required for signs (See Article IV. Section 7.).

An application for a permit shall be filed with the Zoning Enforcement Officer on a form to be provided by the Planning Department. For new buildings or structures or changes increasing the floor area of an existing building or structure, an applicant shall present a site plan which is adequate to demonstrate compliance with the Zoning Regulations.

- B. From time to time requests are received for revisions of or additions to approved site plans and/or special permits, zone changes or stated uses. Such revisions or additions may have minor or major consequences. Such requests will be first screened by the Zoning Enforcement Officer and if he determines such a request to be of minor consequence, he will conditionally approve the request and advise the Commission of his action. Unless the Commission acts to modify his conditional approval, the conditional approval shall become final approval. If the Zoning Enforcement Officer determines such request to have a significant consequence, the request shall be submitted to the Commission for its consideration and action. Following a finding by the Commission that the request has a significant consequence the Commission shall conduct a public hearing prior to its action.

Small additions to nonresidential structures or buildings not previously approved by the Commission and changes in use shall be brought to the attention of the Zoning Enforcement Officer. When determined by the Zoning Enforcement Officer that such proposal does not require a special permit or site plan approval, a Zoning Permit may be issued.

- C. After a building or structure is completed, and prior to the occupancy of such building or structure, an applicant shall apply for a Certificate of Zoning Compliance from the Zoning Enforcement Officer. This certificate shall state that such building, use or structure is in conformance with all zoning regulations or is a valid nonconforming use under such regulations. The Zoning Enforcement Officer may require that an applicant prepare and submit an as built site plan in order to determine compliance with the Zoning Regulations.

Section 3. ENFORCEMENT

These regulations shall be enforced by the Planning Director or his agent acting as the Zoning Enforcement Officer who is hereby authorized to cause any building, place, premises or use to be inspected, and to order in writing the remedying of any condition found to exist in violation of these regulations.

The Commission, the Zoning Enforcement Officer or any official having jurisdiction, in addition to other remedies, may institute an action or proceeding to prevent the unlawful erection, alteration, reconstruction, maintenance or use of any building or to correct or abate any unlawful act or to prevent the illegal occupation of buildings or land or to prevent any illegal act in or about such premises.

The penalties for such illegal acts shall be as provided in the General Statutes and the Town Code of Ordinances.

Section 4. ZONING BOARD OF APPEALS

A. Powers and Duties

The Zoning Board of Appeals shall be empowered to act on the following types of applications:

1. Hear and decide appeals where it is alleged that there is error in any order or decision made by the Zoning Enforcement Officer.
2. Decide requests for special exceptions in the following cases:
 - a. Where a zone boundary line divides a lot in one ownership, a permit may be issued for a use allowed on either side of the boundary line, but such specially allowed use shall not extend more than 30 feet into the zone in which it is not permitted by these regulations.
 - b. Extension of a nonconforming use or building.
3. Authorize upon appeal in specific cases variances from the terms of these regulations where by reason of exceptional shape, size or topography of the lot, or other exceptional situation or condition of the building or land, practical difficulty or unnecessary hardship would result to the owners of said property from a strict enforcement of the

regulations. Before any variance is granted, the Board must make a written finding in its minutes as part of the record in the case,

- a. That special circumstances, described in detail, attach to the property which do not generally apply to other property in the neighborhood and constitute the hardship.
- b. That relief can be granted without detriment to the public welfare or impairment to the integrity of these regulations.

B. Procedure

1. The Board shall hold public hearings on all applications and appeals, and shall publish a notice of said hearing in a newspaper of substantial circulation within the Town in accordance with the General Statutes. In applications for all variances except use variances and special exceptions the Planning Department shall mail notice of the public hearing no later than 10 days before such hearing to all owners of property which are abutting to or directly across from any boundary of the property which is the subject of the application. In applications for variances involving the Use Regulations the applicant shall mail notice of the public hearing no later than 10 days before such hearing to all owners of property within 200 feet from any boundary of the property which is the subject of the application. In addition, the applicant shall post a notification sign provided by the Planning Department on the property at least seven (7) days prior to the date of the public hearing. Evidence of such mailing shall be presented to the Planning Department at or before the public hearing. The names and addresses used shall be those as recorded in the office of the Town Assessor on the date the application is filed. In the case where a property requiring notice has been submitted to common interest ownership, such as a condominium, the required notice need only be sent to the homeowners' association and in the case of a use variance to all owners of buildings or dwellings located within 200 feet of the boundaries of the parcel which is the subject of such application.
2. Every application for variance from the Use Regulations, as distinguished from the Height and Area Regulations, shall be immediately transmitted to the Town Plan and Zoning Commission, and on or before the public hearing held by the Board on such application for variance, the Commission shall make a report with recommendations thereon.
3. All determinations of the Board shall be made in accordance with the comprehensive plan set forth in these regulations and in harmony with the purpose and intent expressed in Article I. Section 1, thereof. In addition to this general rule of guidance, and to particular requirements hereinbefore specified in these regulations (see Article IV. Section 12.), no permit for special exception shall be issued by the Board unless it finds in each case that the proposed building or structure or the proposed use of land,
 - a. Will not aggravate a traffic hazard, fire hazard or panic hazard.
 - b. Will not block or hamper the Town pattern of highway circulation.

- c. Will not affect adversely the Town's income from taxation by removing considerable real property from the grand list.
 - d. Will not tend to depreciate the value of property in the neighborhood, or be otherwise detrimental to the neighborhood or its residents, or alter the neighborhood's essential characteristics.
4. All appeals to the Zoning Board of Appeals from the orders or decisions of the Zoning Enforcement Officer shall be made within ten days from the date on which the order, decision or requirement was rendered.

ARTICLE VI. AMENDMENTS, VALIDITY

Section 1. These regulations may be amended, changed or repealed as provided in the zoning law of the State.

Section 2. The invalidity of any section or provision of these regulations shall not invalidate any other section or provision thereof.

REGULAR MEETING TOWN PLAN AND ZONING COMMISSION

JULY 23, 2007

Present were Commissioners Brenneman, Bagdigian, Pogson, Charette, Wallace and Alternate Commissioners LeBouthillier, Beckert and Antigiovanni and Town Planner and clerk. The meeting opened at 9:25 p.m.

Alternate Commissioner Antigiovanni was appointed to vote on behalf of Commissioner Wolf.

NEW BUSINESS

8-24 Referral – 199 Town Farm Road

Proposed lease of land located at 199 Town Farm Road for communication tower. The Town Planner commented that he had distributed the proposed lease at the last meeting for review. He informed the Commission that two members of the Verizon team were in the audience to answer questions. Commissioner Charette asked if the tower looked as good as the photo. Ms. Sandy Carter, Verizon Regional Manager, responded that they were constructed well so that they blend into the surrounding environment. They currently have 16 of the tree towers in Vermont and have another 16 under construction. Commissioner LeBouthillier commented that he did see one in Vermont and that it did blend in well with the surrounding environment. He asked how the towers were maintained. Ms. Carter responded that a cell technician monitors each tower every month and evaluates the condition of the tower and makes repairs as needed. Commissioner LeBouthillier confirmed with Ms. Carter that not every branch on the tower was an antennae. Commissioner Beckert asked if the tower would be used exclusively by Verizon. Ms. Carter said that there would possibly be three carriers using the same tower. Chairman Brenneman confirmed with Ms. Carter that once a cell tower was obsolete or no longer needed it would be removed along with its equipment.

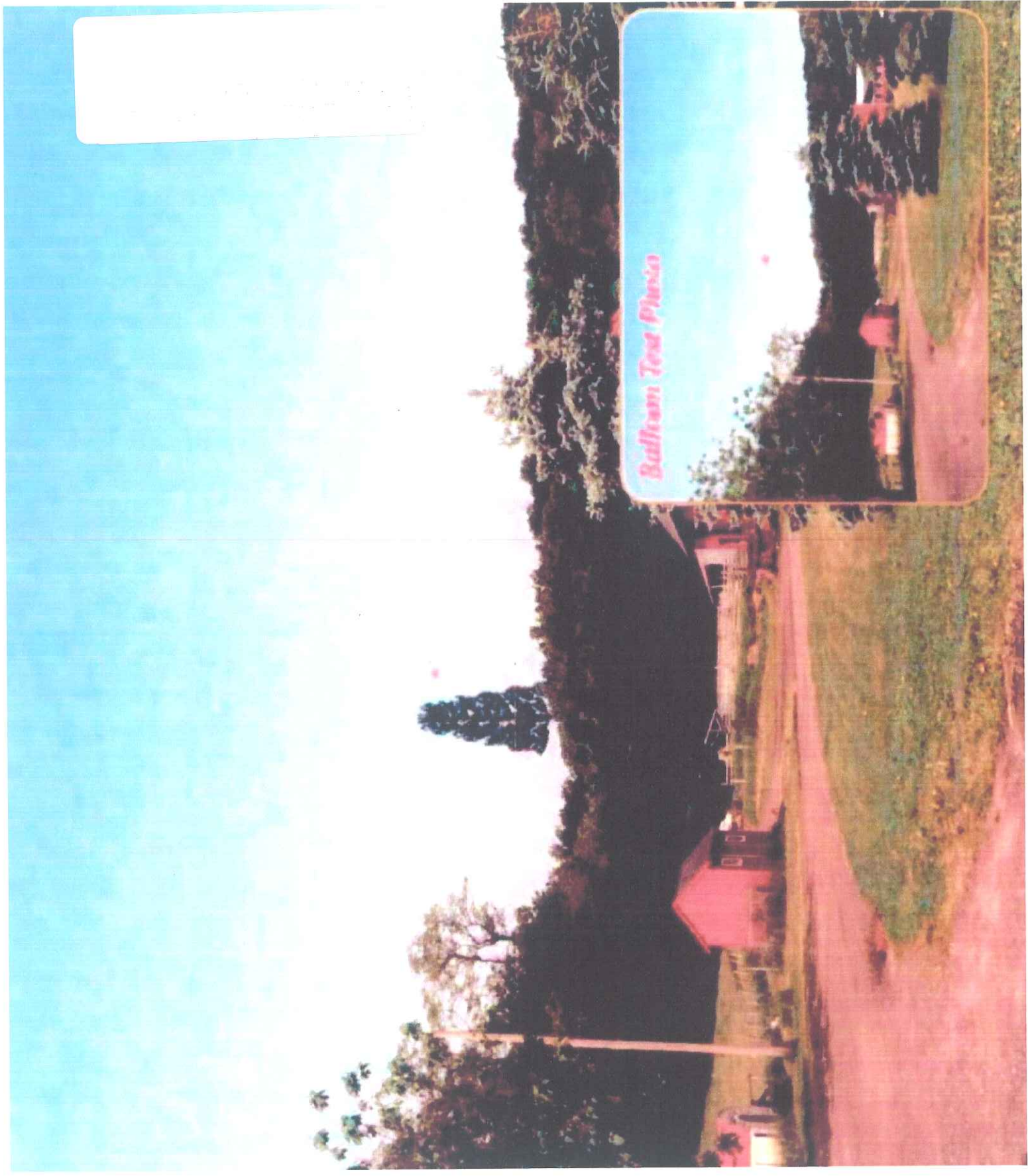
Upon a motion made and seconded (Charette/Pogson) it was unanimously

VOTED: To recommend approval of lease of land located at 199 Town Farm Road for communication tower as presented.

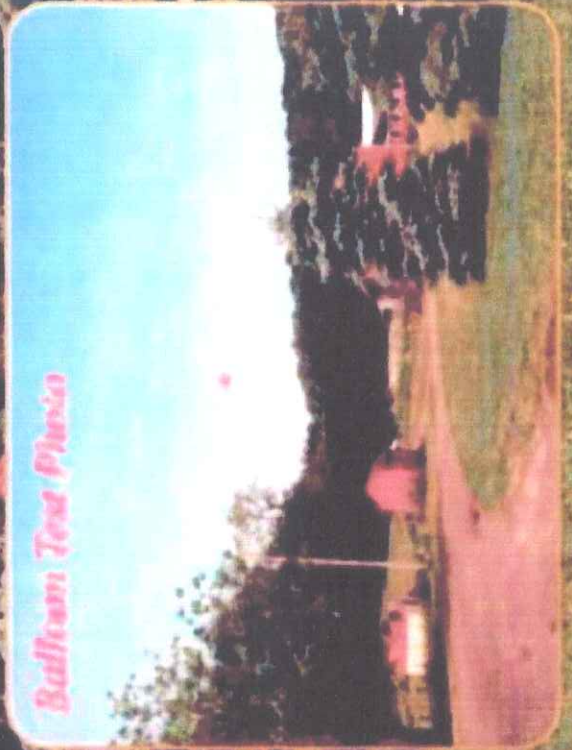
OLD BUSINESS

Housewright Development, Inc. - 19 Perry Street

Request to modify previous condition of approval concerning the issuance of certificates of occupancy for construction of 91-unit condominium for property located at 19 Perry Street. Attorney Greg Picuch of O'Connor Flaherty & Attmore represented Housewright Development, Inc. and reviewed the 91-unit development approval granted in February 2007. He stated that condition no. 11 required that no certificate of



10/10/2023
10/10/2023
10/10/2023



Minutes are considered "Draft" until approved at the next meeting. Please contact the Town Clerk's Office for a copy of final minutes.

MINUTES OF THE REGULAR MEETING OF THE
FARMINGTON TOWN COUNCIL HELD
AUGUST 14, 2007

Present:

Mike Clark, Chair

Mike Demicco

Jeffrey J. Hogan

Robert Huelin

Charles Keniston

William A. Wadsworth

Kathleen Eagen, Town Manager

Paula B. Ray, Town Clerk

CSC Docket #374

EXHIBIT 6

A. Call to Order

The Chair called the meeting to order at 7:00 p.m.

B. Pledge of Allegiance

The Council and members of the public recited the Pledge of Allegiance.

C. Presentations and Recognitions.

1. David A. Adler – Eagle Scout Award

Mr. Keniston read into the record the proclamation recorded with these minutes as Agenda Item C-1, and the Council congratulated David A. Adler on his accomplishments.

2. Michael J. Adler – Eagle Scout Award

Mr. Demicco read into the record the proclamation recorded with these minutes as Agenda Item C-2, and the Council congratulated Michael J. Adler on his accomplishments.

D. Public Hearing

There was no public hearing held.

E. New Items

Motion was made and seconded (Keniston/Wadsworth) to add to the agenda as Agenda Item N-10 to set a public hearing on September 11, 2007 at 7:10 p.m. in the Town Hall Council Chambers on proposed amendments to Chapter 176, Taxation, Article IV of the Town of Farmington code.

Adopted unanimously.

F. Public Comments

There were no public comments made.

Minutes are considered "Draft" until approved at the next meeting. Please contact the Town Clerk's Office for a copy of final minutes.

M. Old Business.

There were no old business items on the agenda.

N. New Business

1. To Approve the 2007 Plan of Conservation and Development.

Motion was made and seconded (Hogan/Huelin) to approve the 2007 Plan of Conservation and Development as presented and revised.

Motion was made and seconded (Wadsworth/Hogan) to amend the motion by deleting the word "approve" and substituting "endorse".

Adopted unanimously.

Adopted as amended unanimously.

2. To Authorize the Town Manager to Sign and Enter into a Lease Agreement entitled "Option and Lease Agreement" Between the Town of Farmington and Cellco Partnership.

Motion was made and seconded (Wadsworth/Keniston) to authorize the Town manager, on behalf of the Town of Farmington, to sign and enter into a lease agreement entitled "Option and Lease Agreement" between the Town of Farmington and Cellco Partnership d/b/a Verizon Wireless for lease of 10,000 square feet of area along with non-exclusive right of ingress and egress for the purpose of constructing, operating and maintaining a cellular tower and supporting equipment as described in and under the terms of such agreement for property located at 199 Town Farm Road.

Ms. Joey Lee Miranda, Robinson & Cole entered into the record the letter recorded with these minutes as Agenda Item N-2.

Adopted unanimously.

3. To Amend the Agreements Concerning the Assignment of Tax and Sewer Liens between the Town of Farmington, Jordan Properties, LLC and 19 Perry Street, LLC.

Motion was made and seconded (Wadsworth/Huelin) that the Farmington Town Council moves that the agreement of assignment of Municipal Tax Liens and Agreement of Assignment of Municipal Sewer Liens both dated August 17, 2006 be amended to remove the inclusion of Parcel B as described in Schedule A of each such agreement and that the Town Manager be authorized to execute any document necessary to effectuate such amendments.

And,

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

CSC Docket #374

EXHIBIT 7

IN RE:

APPLICATION OF CELLCO PARTNERSHIP	:	Docket No. 356
D/B/A VERIZON WIRELESS FOR A	:	
CERTIFICATE OF ENVIRONMENTAL	:	
COMPATIBILITY AND PUBLIC NEED FOR	:	
THE CONSTRUCTION, MAINTENANCE	:	
AND OPERATION OF A WIRELESS	:	
TELECOMMUNICATIONS FACILITY AT	:	
199 TOWN FARM ROAD, FARMINGTON,	:	
CONNECTICUT	:	APRIL , 2008

AFFIDAVIT

STATE OF CONNECTICUT)
) ss. West Hartford
 COUNTY OF HARTFORD)

The undersigned, Susan Edelson, being duly sworn, hereby deposes and says:

1. I am over eighteen (18) years of age and believe in the obligation of an oath.
2. I received no notice of a Town of Farmington Planning and Zoning Commission hearing scheduled for July 23, 2007.



 Susan Edelson

Subscribed and sworn to before me on this
the 8th day of April, 2008.

Karen Clipere

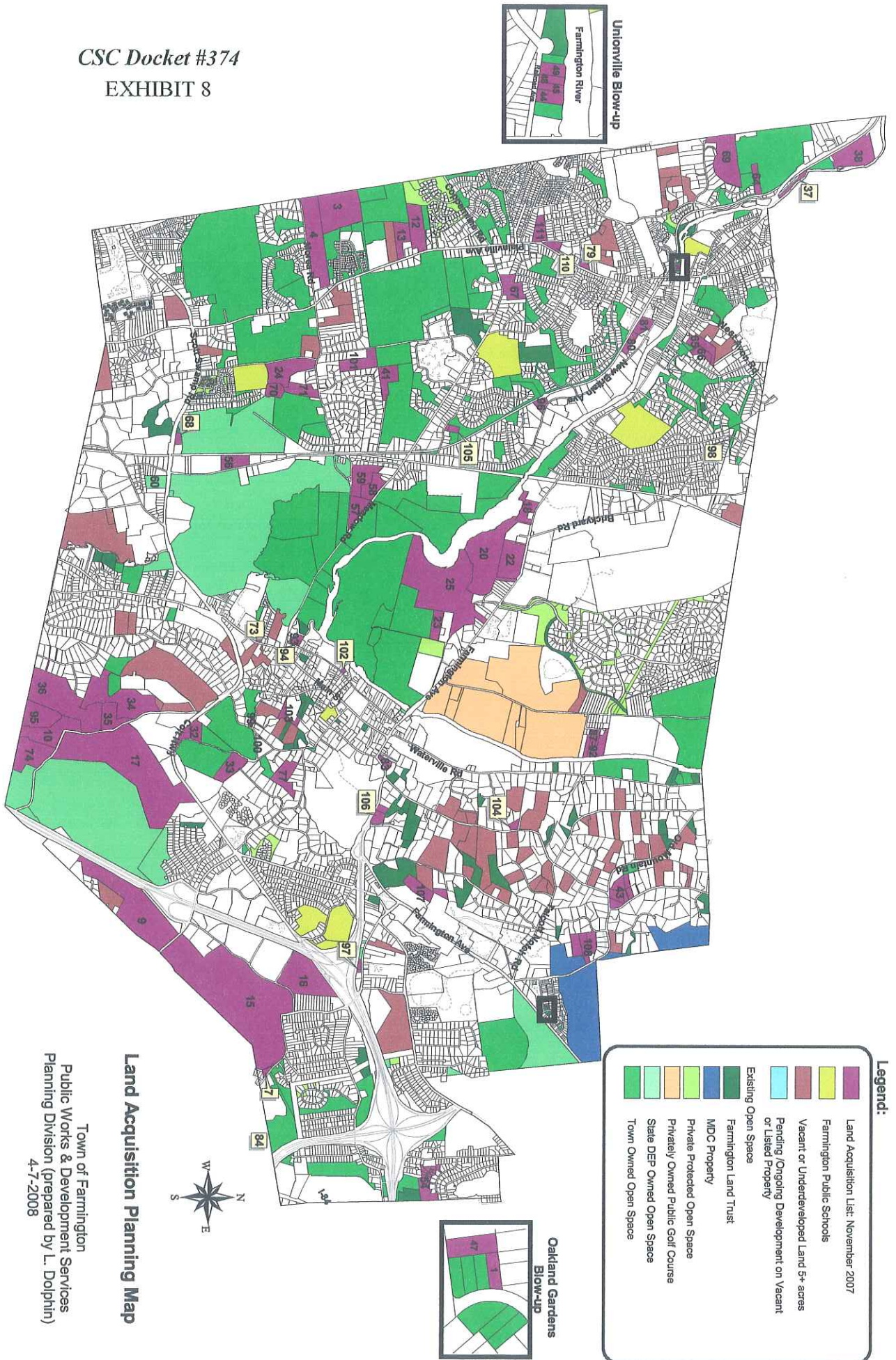
Notary Public/Commissioner of the Superior Court



Notary Public
Karen Clipere
State of New Jersey
MY COMMISSION EXPIRES 09-30-2008

9-30-2008

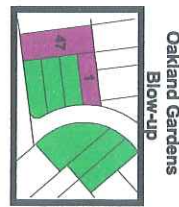
CSC Docket #374
EXHIBIT 8



- Legend:**
- Land Acquisition List: November 2007
 - Farmington Public Schools
 - Vacant or Underdeveloped Land 5+ acres
 - Pending/Ongoing Development on Vacant or Listed Property
 - Existing Open Space
 - Farmington Land Trust
 - MDC Property
 - Private Protected Open Space
 - Privately Owned Public Golf Course
 - State DEP Owned Open Space
 - Town Owned Open Space

Land Acquisition Planning Map

Town of Farmington
Public Works & Development Services
Planning Division (prepared by L. Dolphin)
4-7-2008



Open Space Acquired by Town of Farmington Since 1998

Category	Date	Acres	Purchase Cost	Grant Awarded
Farmington Reservoir	1997	56	\$ 875,000.00	
Cloutier	1999	5.05	\$ 53,000.00	\$22,725
Morse (1)	1999	3.73	\$ 140,000.00	
Suburban Park	1999	20.5	\$ 1,560,000.00	\$134,429
Morse (2)	1999	2.62	\$ 131,000.00	\$58,950
Lot 3 Poplar Bars	2000	12.67	\$ 316,750.00	\$110,862
Lot 23 Poplar Bars	2000	35.9	\$ 897,500.00	\$314,125
18 Diamond Glen	2000	9.7	\$ 150,000.00	\$75,000
Fisher Farm – Town Farm Road	2001 2002	107.5	\$ 1,900,000.00 \$ 600,000.00	\$1,125,232
Hein Farm – Meadow Road	Jul-02	53.5	\$ 1,000,000.00	\$152,000
Lot 21 & 22 Plainville Ave	Dec-02 Jan-03	52.12	\$ 587,900.00	\$182,000
Burnt Hill Road Property	22-Sep-03	64.9	\$ 1,560,000.00	\$450,000
Saddleridge Phase 2	10-Jul-03	103.5	\$ 1,600,000.00	\$450,000
Lot 22A Waterville Rd	2003	29	\$ 1,000.00	
Lot 11 Crescent Avenue	Oct-03	0.2	\$ 35,000.00	
Lot 3 Woodruff Road	Dec-03	8	\$ 1,000.00	
Lot 25A1 Main Street (Tinty)	2004	16	\$ -	
Lot 5-8A Coppermine Road	2005	39.939	\$ 770,000.00	\$329,175
Lot 1B Meadow Rd (MPS swap)	2005	10.2	\$ -	
Lot 6A Shady Lane	2005	5	\$ 1,000.00	
Lot 3A New Britain Ave	2006	0.7	\$ 70,000.00	
Lot 7 Coppermine Road	2007	1	\$ 185,000.00	\$87,500
Lot 2A Meadow Road	2007	9.4	\$ 125,000.00	\$62,500
Krell Farm	2008	90	\$ 6,750,000.00	
Lot 1B Mountain Spring Road	2008	2.1	\$279,000	
Total		739.23	\$ 19,588,150.00	\$3,554,498

**TOWN OF FARMINGTON, CT.
OFFICE OF THE TOWN MANAGER
TOWN COUNCIL MEETING**

DATE: **April 10, 2001**
(Council Members are asked to call the Acting Town Manager's office if they are unable to attend the meeting.)
TIME: **6:30 P.M** NOTE TIME CHANGE.
PLACE: Council Chambers

AGENDA



- A. Call to Order.
- B. Pledge of Allegiance.
- C. Presentations and Recognitions. None
- D. Public Hearing.
 - 1. Proposal to Acquire the Following Parcel of Land as Open Space/
Agricultural Use:
Town Farm Road 108 acres for \$2,500,000
 - 2. To Establish the Highway Bounds for Judson Lane from its Present
Terminus to Meadow Road.
- E. New Items.
- F. Public Comments - Anyone from the Audience who wishes to address the
Town Council may do so at this time.
- G. Reading of Minutes.
 - 1. March 23, 2001 Special Town Council Meeting
 - 2. March 27, 2001 Town Council Meeting
 - 3. March 30, 2001 Special Town Council Meeting
- H. Reading of Communications and Written Appeals.
 - 1. None
- I. Report of Committees.
 - 1. UCONN Committees
 - 2. Police and Community Center Building Committee
 - 3. 5-6 Upper Elementary School
 - 4. Fire Stations Building Committee
- J. Report of the Council Chair and Liaisons

- K. Report of Acting Town Manager – Westfarms Mall, Blighted Buildings
- L. Appointments.
 - 1. Greater Hartford Transit District (Wontorek)
- M. Old Business
 - 1. None.
- N. New Business.
 - 1. To Approve the Call of the Annual Town Meeting of April 23, 2001 and the Special Town Meeting of April 26, 2001.
 - 2. To Authorize the Acting Town Manager to execute a Grant Agreement under the Open Space and Watershed Land Acquisition Program with the State of Connecticut.
 - 3. To Award Bid #580 Mower/Five Gang in the Amount of \$29,876 to Sawtelle Brothers.
 - 4. To Approve Property Tax Refunds.
 - 5. To Approve the Highway Bounds for Judson Lane From its Existing Terminus to its Intersection with Meadow Road.
 - 6. That the Town Council recommend the purchase of 184, 189 Town Farm Road to the TPZ for a report under Section 8-24 of the Connecticut State Statutes.
- O. Executive Session - Land Acquisition, Personnel
- P. Adjournment.

**LEGAL NOTICE
TOWN OF FARMINGTON
PUBLIC HEARING**

A Public Hearing will be held at 6:30 p.m. on Tuesday, April 10, 2001 on the Town Council's proposal to acquire the following parcels of land as open space/ agricultural use:

184, 199 Town Farm Road, 108.03 acres for \$2,500,000

The Public Hearing will be held in the Council Chambers of the Town Hall, 1 Monteith Drive, Farmington.

Dated at Farmington, Connecticut this 5th day of April, 2001.

Kathleen A. Eagen
Acting Town Manager

MOTION:

Agenda Item N-6

That the Town Council recommend the purchase of 184, 189 Town Farm Road 108.03 acres for open space/agricultural use to the Town Plan and Zoning Commission for a report under Section 8-24 of the Connecticut State Statutes.

**MINUTES OF THE REGULAR MEETING OF THE
FARMINGTON TOWN COUNCIL HELD
APRIL 10, 2001**

Present:

Arline B. Whitaker, Chair
Bruce A. Chudwick (arrived 7:05 PM)
Robert DiPietro
Bernard B. Erickson
Michael M. Meade
Nicholas S. Scata (arrived 6:35 PM)
William A. Wadsworth

Kathleen Eagen, Acting Town Manager
Paula B. Ray, Clerk

A. Call to Order

The Chair called the meeting to order 6:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Presentations and Recognitions

NONE

D. Public Hearing

1. Proposal to Acquire the Following Parcel of Land as Open Space/
Agricultural Use:
Town Farm Road 108 acres for \$2,500,000

The Chair called the hearing to order at 6:35 PM under the Legal Notice recorded with these minutes marked Agenda Item D-1. Mr. Wadsworth reviewed the proposal to buy 108 acres on Town Farm Rd for open space. He explained the intent of the Town of Farmington is to allow the dairy farm to continue operations by reserving 29 acres for its use and setting aside 79 acres of the purchase for open space. Peter Van Beckum, President of the Farmington Land Trust read into the record the letter recorded with these minutes marked Agenda Item D-1a in support of the proposal. John Hickey, Chair of the Conservation Commission read into the record the letter recorded with these minutes marked Agenda Item D-1b in support of the proposal. Mr. Wadsworth read into the record the letter recorded with these minutes marked Agenda Item D-1c from the Farmington Historical Society in favor of the proposal. Helen Caia of 29 Bonnie Drive spoke in favor of the proposal. Peter Van Beckum of 116 West Avon Rd. spoke in favor of the project and distributed an article in favor of Open Space purchases by Lauren Brown. The Chair declared the hearing closed at 7:02 PM.

5. To Approve the Highway Bounds for Judson Lane From its Existing Terminus to its Intersection with Meadow Road.

Motion was made and seconded (Scata/Wadsworth) to accept the motion recorded with these minutes marked Agenda Item N-5.

Adopted unanimously.

6. That the Town Council recommend the purchase of 184, 189 Town Farm Road to the TPZ for a report under Section 8-24 of the Connecticut State Statutes.

Motion was made and seconded (Wadsworth/DiPietro) to refer to the Town Plan and Zoning Commission for review pursuant to Section 8-24 of the Connecticut General Statutes, a proposal to purchase 108.03 acres of property known as 184 and 199 Town Farm Road for open space and agricultural use.

Adopted unanimously.

7. To Approve a Recommended Budget for Fiscal Year 2001-2002.

Motion was made and seconded (Chudwick/DiPietro) to approve a recommended 2001-2002 budget of \$62,547,884.00.

Adopted unanimously.

8. To Request Assistance for Legislation Regarding the Possible Purchase of the Unionville Water Company

The Chair stepped down and Mr. Chudwick assumed the Chair.

Motion was made and seconded (Scata/DiPietro) to accept the motion recorded with these minutes marked Agenda Item N-8.

Motion failed.

Voting yes were Chudwick and Scata.

Voting no were DiPietro, Erickson and Meade.

Mr. Wadsworth and Mrs. Whitaker abstained.

Mr. Chudwick stepped down and Mrs. Whitaker assumed the Chair.

**TOWN OF FARMINGTON, CT.
OFFICE OF THE TOWN MANAGER
TOWN COUNCIL MEETING**

DATE: April 24, 2001
(Council Members are asked to call the Town Manager's office if they are unable to attend the meeting.)
TIME: 7:00 P.M.
PLACE: COUNCIL CHAMBERS

AGENDA

- A. Call to Order.
- B. Pledge of Allegiance.
- C. Presentations and Recognitions.
- D. New Items.
- F. Public Comments - Anyone from the Audience who wishes to address the Town Council may do so at this time.
- G. Reading of Minutes.
 - 1. March 14, 2001 Special Town Council Meeting (Revised)
 - 2. March 15, 2001 Special Town Council Meeting (Revised)
 - 3. March 19, 2001 Special Town Council Meeting (Revised)
 - 4. March 20, 2001 Special Town Council Meeting
 - 5. April 9, 2001 Special Town Council Meeting
 - 6. April 10, 2001 Special Town Council Meeting
 - 7. April 10, 2001 Regular Town Council Meeting
 - 8. April 17, 2001 Special Town Council Meeting
- H. Reading of Communications and Written Appeals.
 - 1. None
- I. Report of Committees.
 - 1. UCONN Committees
 - 2. Police and Community Center Building Committee
 - 3. 5-6 Upper Elementary School
 - 4. Fire Stations Building Committee
- J. Report of the Council Chair and Liaisons
- K. Report of Town Manager –Blighted Building Report, WPCP Compost Correspondence, Fire Stations Buildings, Scenic Roads, Political Signs, Quarterly Reports, Goal Reports, Follow-up/Assignments

- L. Appointments.
 - 1. Greater Hartford Transit District (Wontorek)
- M. Old Business
 - 1. None
- N. New Business.
 - 1. To Schedule a Public Hearing for 7:00 p.m. on May 8, 2001 to Consider Reducing the Length of Corporate Avenue from 1430 feet to 875 feet, from Executive Drive to its new Terminus.
 - 2. To Consider that the Town Council Accept the Donation of a Landscape Trailer for the Town of Farmington Fire Service.
 - 3. To Consider that the Town Council Accept Land to be Conveyed to the Town of Farmington from the State of Connecticut.
 - 4. To Authorize the Town Manager to Sign an Agreement between the Town of Farmington and Tomasso Brothers, Inc, for the Conveyance of Land.
 - 5. To Approve the Purchase of a Portion of 184 and 199 Town Farm Road for Open Space at a Purchase Price of \$1,900,000
 - 6. To Approve the Purchase of a Portion of 184 and 199 Town Farm Road for Agricultural Use at a Purchase Price of \$600,000.
 - 7. A Motion to Authorize the Town Manager to Sign a Multi-year Agreement with Sprint Spectrum for the Construction of the Communications Tower.
 - 8. To Consider and Take Action on a Resolution to Recognize the Community Service of Beatrice C. Stockwell, the Recipient of the Book of Golden Deeds Award by the Farmington Exchange Club .
 - 9. To Schedule a Public Hearing for 7:10 p.m. on May 8, 2001 To Consider the Preliminary Assessments for a Watermain Extension on Main Street From the Town of Plainville Town Line Northerly to Pequabuck Lane, approximately 1150 Linear Feet.
 - 10. To Approve Property Tax Refunds
 - 11. To Consider and Take Action to Name the New 5th and 6th Grade Upper Elementary School.
 - 12. To Authorize the Town Manager to Fill the Position of Assistant to Town Manager.
- O. Executive Session - None.
- P. Adjournment.

MOTION:

Agenda Item N-5

To Approve The Purchase Of a Portion of 184 And 199 Town Farm Road For Open Space (79 Acres) For A Purchase Price Of \$1,900,000 Subject To Receipt of an Acceptable Phase I Environmental Site Assessment Report For Both Properties; And Subject to Due Diligence, Including but Not Limited To Survey And Title Search; And To Authorize The Town Manager To Sign A Purchase Agreement For This Acquisition, and

To Authorize the Town Manager to Submit A Grant Application Under The State Open Space And Watershed Land Acquisition Grant Program For The Open Space Portion Of The Property (79 Acres) Prior To Completing The Purchase Of Each Parcel.

NOTE: Elizabeth Dolphin, Assistant Town Planner will be at the meeting to answer any questions.

MOTION:

Agenda Item N-6

To Approve The Purchase Of a Portion of 184 And 199 Town Farm Road For Agricultural Use (29 Acres) For A Purchase Price Of \$600,000 Subject To Receipt of an Acceptable Phase I Environmental Site Assessment Report For Both Properties; And Subject to Due Diligence, Including but Not Limited To Survey And Title Search; And To Authorize The Town Manager To Sign A Purchase Agreement For This Acquisition.

Site Search Summary

To initiate its site selection process in an area where a coverage need or capacity problem has been identified, AT&T first establishes a "site search area". The site search area is a general geographical location where the installation of a wireless facility would address the identified coverage need and/or capacity problem, while still allowing for orderly integration of the site into AT&T's network based on the engineering criteria of hand-off, frequency reuse and interference. In any site search area, AT&T seeks to avoid the unnecessary proliferation of towers and to reduce the potential adverse environmental effects of a needed facility, while at the same time ensuring the quality of service provided by the site to users of its network.

Attached is a marked Town tax map of AT&T's site search area established in western Avon in the vicinity of Lovely Street/Route 177. In this particular area of Town, there are no existing structures of sufficient height to address the coverage deficiencies in AT&T's network. As such, AT&T investigated several locations where the construction of a wireless facility might be feasible. Areas to the south of the search area and to the north and east of Lovely Street/Route 177 are predominantly residential with no locations acceptable for tower construction. The western side of the search area is also residential with the exception of the candidate proposed at St. Matthew Lutheran Church. While properties directly west of Lovely Street/Route 177 in the area of the search ring are not fully developed, they are largely open space or being held for residential development where the property owner is not interested in the construction of a tower on its property.

Additional sites in and outside the site search area were analyzed and found to be technically inadequate or otherwise infeasible for construction. Several of these sites as well as the proposed site are indicated on the attached tax map outlining investigated sites in pink. Descriptions of these sites are included below. These sites were generally rejected due either to the topography in the Avon site search area, the overall distance from the investigated site to the area where system coverage is needed or the inability to develop a tower at the site. Where applicable, the reasons for eliminating the site are set forth in the site description.

1. 224 Lovely St (Route 177): This is the proposed Site location. This 5.25 acre property is located on the eastern side of Lovely Street/Route 177. AT&T investigated the use of the existing church steeple on the Premises for the location of a wireless site. Such a steeple type facility was not approved by the landlord, was not feasible structurally and ultimately would not provide the necessary height for radio frequency signal propagation. As such a tower solution was pursued and agreed to by the property owner.
- * 2. 183 Juniper Drive: Did not meet radiofrequency engineering criteria. This site is north east of the proposed site very close to an area already served by AT&T site 1171 as demonstrated on the provided coverage maps. In addition, this parcel is town-owned open space which is not preferred for location of a tower.

4/24-01
4/24-01

Land Plan Draws Cheers

By STEPHANIE REITZ
COURANT STAFF WRITER

AVON — Open-space advocates have watched the picturesque Fisher family farm for decades, worried that a developer might try to snatch it up.

On Tuesday, those conservationists reacted with joy over word that the town of Avon has signed a deal to buy 318 acres of the land, con-

AVON

tingent upon voter approval.

The property, on Tillotson Road in the southeast part of town, would be the town's largest open-space land purchase in decades.

"Had that property not been preserved, it would have been a crime," said Thomas Morganti, president of the Avon Land Trust, a nonprofit organization that has acquired and preserved more than 330 acres in town.

"It's such a boon to the community. It's really an incredible thing," Morganti said of the proposed purchase.

The town council voted unanimously Tuesday to send the \$2.23 million proposal to voters on June 6. Details will be presented at the annual town budget meeting May 6 and also will be explained in a townwide mailing before the referendum.

Some preservation-minded resi-

PLEASE SEE LAND, PAGE B6

town of Avon
FISHER
318 acres

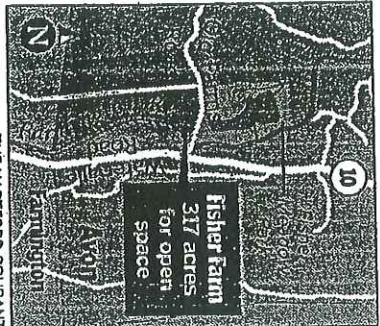
Land

CONTINUED FROM PAGE B3

dents say they believe that if the town does buy the property, few other groups would have the resources to preserve the Fisher land.

The acreage is one of five parcels that town leaders identified two years ago as crucial to preserving what remains of Avon's rural character.

Overall, the Fisher farm cor-



AVON

sists of 424 acres in Farmington and Avon. The town of Farmington has purchased the property within its borders.

The area that Avon wants to purchase is bounded by Old Farms Road on the north, the Farmington River on the east and the Farmington town line on the south.

The western border is west of Tilloston Road, which runs vertically through the land.

Town officials say the land in Avon has many attractive features, including level fields for farming, well-preserved remains of the 1850s-era Farmington Canal, and frontage on the Farmington River.

"The shore is particularly important because it's the first line of defense for protecting the riv-

er," said Kevin Case, director of the Farmington River Watershed Association.

Some of the specifics of the proposed purchase:

- The town would pay \$2.128 million to Fisher Family Properties to buy the 318 acres. However, the town intends to raise \$2.235 million — which includes about \$107,000 in administrative costs, such as legal work and surveying — if voters give permission to issue bonds.

The state already has offered a \$393,000 grant to reduce the cost.

- About 275 of the 318 acres are classified as wetlands or floodplain, but the western end of the property could support 24 to 68 housing lots.

That worries town officials because residential development, while important, eliminates open space without substantially boosting the tax base.

Unless the homeowner has no children in school, taxes on a

home often do not cover the costs of schooling or other town services.

For instance, a family in a house assessed at \$200,000 would be charged about \$5,180 in annual property taxes under the current tax rate — but it costs the town about \$8,500 per year to educate just one child in that family.

- For the owner of a house assessed at \$200,000 — which assumes a market value of almost \$286,000 — the cost of the 15-year bond package to pay for the Fisher land purchase would be \$186 in extra taxes.

- The Fishers can keep farming on the property until the end of 2003, but the town hopes afterward to lease out the farming rights. The buildings and barns are on the Farmington portion of

the property, but much of the fields are in Avon.

It is not yet known who might lease those farming rights from the two towns.

"Our intent is to work with the town of Farmington to try to keep an active farm going there," Avon Town Manager Philip K. Schenck Jr. said.

- The town could convert 11 acres on Old Farms Road into athletic fields, but only if it notifies the farmers at least five growing seasons in advance. The town also would offer them equal space elsewhere on the acreage to keep farming.

Those athletic fields, if created, would be grassy, rectangular lay-

puts suitable for soccer or lacrosse practice — not the kind of fields that require backstops, sprinklers, paving or other permanent changes.

BEST VACUUMS
SALES SERVICE

Databases selected: ProQuest Newspapers

A GIFT TO FUTURE GENERATIONS OUR TOWNS; FARMINGTON; [5 WEST HARTFORD/NORTHWEST CONNECTICUT Edition]

Hartford Courant. Hartford, Conn.: Sep 12, 2001. pg. A.18

Abstract (Summary)

Since 1998, the town has received eight state grants to buy 165 acres. The latest grant of \$950,000, announced last week, will help pay for the purchase of 79 acres along Town Farm Road that are part of the Fisher Farm.

The DEP also awarded \$72,000 to the South Central Connecticut Regional Water Authority to buy nearly 40 acres in Durham, \$915,000 to two groups in Madison to purchase 109 acres, \$127,500 to buy 86 acres in East Haddam, and \$244,000 to the Lyme Land Conservation Trust to buy 105 acres.

Full Text (307 words)

(Copyright @ The Hartford Courant 2001)

Farmington, to its credit, has eagerly embraced a state program that encourages towns to purchase land and preserve it as open space.

Since 1998, the town has received eight state grants to buy 165 acres. The latest grant of \$950,000, announced last week, will help pay for the purchase of 79 acres along Town Farm Road that are part of the Fisher Farm.

Town residents and elected officials have strongly backed the land purchases, which recognize that open space is disappearing in the face of rapid construction of new housing, stores and office buildings. Each year, the amount of privately held open space available for purchase dwindles.

Gov. John G. Rowland and the General Assembly launched the statewide program in 1998, setting a goal to preserve 673,000 acres, or 21 percent of Connecticut's land, by 2023.

To date, the state has awarded more than \$30 million to towns, water companies and nonprofit groups to buy close to 10,000 acres.

The money will protect various landscapes, including farmland, woodland and wetland. The grants are awarded on the basis of criteria such as whether the land connects with other open space, has rare or endangered species or unusual geological features, and has the potential for recreational use.

The latest grants were distributed last week through the state Department of Environmental Protection.

The DEP also awarded \$72,000 to the South Central Connecticut Regional Water Authority to buy nearly 40 acres in Durham, \$915,000 to two groups in Madison to purchase 109 acres, \$127,500 to buy 86 acres in East Haddam, and \$244,000 to the Lyme Land Conservation Trust to buy 105 acres.

This enlightened effort is a gift to future generations. Families will one day walk on trails and scramble over fields placed permanently in trust as open space by leaders who had the foresight to protect Connecticut's natural beauty.

Indexing (document details)

Document types: EDITORIAL

Section: EDITORIAL

Publication title: Hartford Courant. Hartford, Conn.: Sep 12, 2001. pg. A.18



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The State of Connecticut envisions a mixed landscape providing outdoor recreation to Connecticut's citizens, protecting water supplies, preserving fragile natural communities and homes for plants and animals, offering green spaces for city residents, and providing an operational, natural landscape for the harvest of farm and forest products.

The State's overall goal is to preserve 21% of Connecticut's land as open space by the year 2023, a total of 673,210 acres. The Initiative includes 10% of open space to be state owned as additions to the State's system of parks, forests, wildlife, fisheries and natural resource management areas, with the remaining 11% owned by municipalities, private nonprofit land conservation organizations, water companies and the federal government. As of January 2006, 70% of this goal has been achieved through the direct purchase of open space by the state and through state support for local acquisitions.

To succeed in protecting a total of 21% of Connecticut's land by the first quarter of the 21st Century, the state must remain committed to acquiring open space for the next two decades. The DEP has two programs available to assist in realizing the vision and achieving the goals:

1. **Recreation and Natural Heritage Trust Program** - DEP's primary program for acquiring land to expand the state's system of parks, forests, wildlife, and other natural open spaces and
2. **Open Space and Watershed Land Acquisition Grant Program** - provides financial assistance to municipalities and nonprofit land conservation organizations to acquire land that will add to a community's open space, enhance recreational opportunities, protect unique geographical features or conserve habitat for living creatures.

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[The Connecticut Green Plan: Guiding Land Acquisition and Protection in Connecticut 2007-2012 \(PDF\)](#)

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Property Values

Per the City of Danbury's Planning & Zoning Regulations Section 1, the purpose of the Planning & Zoning Regulations "are enacted to: protect the public health, safety, general welfare, convenience, *and property values* of the City; lessen congestion in the streets; secure safety from fire, panic, flood, and other dangers; provide adequate light and air; prevent the overcrowding of land; avoid undue concentrations of population; and, facilitate adequate provision for transportation, water, sewerage, schools, parks, and other public requirements. These Regulations are made with reasonable consideration given as to the character of districts within the City and to their peculiar suitability for particular uses and with the intent of conserving the value of buildings and encouraging the most appropriate use of land throughout the City."

The construction of a cell tower would dramatically affect the value of surrounding properties. Based on professional findings by an appraiser and local real estate agents, property values of homes within close proximity to high tension wires, electrical towers and cell towers are typically reduced by as much as 25% compared to the same home where there are none of these influencing factors. Though the effects of electromagnetic fields and radiation on humans and wildlife are still unknown, there's a perception that cell-phone towers, high tension wires and electric towers cause cancer. As long as there's a perception, our property is going to be less marketable and valuable.

 The information shown below was supplied by the Worldwide ERC data base. The current data in this database concurs with the market study O'Neill, Duffy & Co. LLC submitted to the Danbury Planning Commission on October 3, 2000. The proposed cell tower will not be consistent with and in harmony with the area neighborhood, and the installation of such a tower is expected to negatively affect the market values of surrounding properties and homes by as much as -15% to -25%.

Also, in support of the current real estate market in the Danbury area, attached are letters from local appraisal companies and a local real estate agent that supports these findings.

The Worldwide ERC

The Worldwide ERC, a well known organization by the Relocation Industry has developed a database to assist Appraisers and Real Estate agents throughout the United States with determining appropriate value/price estimates for properties that have unique features.

The World Wide Web address for this data base is:

http://www.worldwideerc.org/unique_property.shtml

Since this is a relatively new database and cell towers are relatively new to residential neighborhoods, the database findings have been extracted for properties that are in close proximity of high tension wires and electrical towers.

In today's current real estate decline and numerous available properties in the City of Danbury one of the many concerns is that buyers don't have to accept a property that has a negative such as a cell tower in close proximity when there are so many other properties that do not have this negative.

The data listed below indicates properties that are in close proximity to high tensions wires and electrical towers sell for much as 24.6% less than a comparable property that does not have this negative feature.

The very last case study listed is for a property value being reduced by 15.47% due to a cell tower. If cell towers become more prominent in residential areas this type of case study will soon become more readily available.

Frequently Asked Questions about the Unique Property Database

Q: What is the goal of the Unique Property Database?

A: Appraisers and brokers often are challenged with determining an appropriate value/price estimate for properties that are so unique that there are few if any other similar properties to compare them to. Appraisers typically use a paired sales analysis methodology in which adjustments are substantiated by comparing the sales price of a property with the unique feature to the sales price of a nearly identical property without the unique feature. This approach is especially challenging when there are simply either no or few similar sales to analyze. The Unique Property Database is not intended to replace the appraiser's or broker's research and analysis but, rather, to supplement it—to act as a sanity check, especially in those instances in which the appraiser/broker had so little market information on which they could base their analysis of the market reaction to the unique feature.

Q: What makes a property "unique"?

A: A "unique" feature can be either positive or negative, and a property may fall into this classification for a variety of reasons. It may range from off-site influences such as high-tension wires near or on the subject site, or an adjacent landfill causing odors. It could be a functional problem such as a highly unusual layout. It could be a historical feature such as a home built by an "important architect." Or it may be a physical problem, such as a home that was involved in a fire that was professionally repaired but left buyers with lingering concerns about the health and structural integrity of the home. But it is important to remember that for a property to be eligible for the database, it must have only one unique feature.

Q: What type of data is being tracked in a property's case study, and is there any concern that proprietary information may be shared?

A: To help make the case studies more relevant to the reader, items such as the location of the home (state and county), sale date, days on market, property age, and living area are tracked. Of particular importance are two narrative sections—one describing the unique feature in enough detail that the reader has a sense of the magnitude of the feature and can compare it to his or her current situation. For instance, if the feature is power lines, is the tower taking up most of the rear view of the home or are the lines off in the distance, partially obscured from view by trees? There also is a narrative section for disposition comments. These would include observations of people who were involved with the marketing of the home and reflect market reaction to the home. The buyer may have been an "ideal buyer" for a home with a unique feature; for instance, a home built for a person in a wheelchair sold to a person in a wheelchair. However, the buyer may have purchased the home despite the unique feature. If the home had a condition problem that was remedied, was it done professionally or by an amateur? The committee took great care in ensuring that all the case studies are submitted anonymously and that they are input in a format that would not allow the identity of the property to be discerned. For example, property age, total days on market, and square footage all are tracked as ranges and the only location information provided on the subject property are the state and county in which it is located.

Q: Is there a concern that the case studies may be perceived as telling appraisers "how much" to adjust in their appraisals?

A: The data is being entered as anecdotal, and is meant to serve as an "encyclopedia" of sorts. It is not intended to prove adjustments, but rather to be used as a research tool. The appraiser can research a specific category and determine which homes appear to present the most similar conditions to his or her subject property. The reader will be made aware of the original appraised values, how much the appraisers adjusted for the unique feature in question (if any), and what the final sales price was. The next step is to review both the dollar and percentage amounts of the differential between the appraisal and ultimate sales price. The bottom line is that the database is intended to make industry professionals who are involved with the valuation process aware of how large or small a particular unique feature has proven to be in other reported cases.

Q: Are only negative unique features being tracked in the database?

Q: Are only negative unique features being tracked in the database?

A: While some of the unique features may result in a negative adjustment, such as location next to a railroad track or synthetic stucco siding, positive adjustments also are being tracked, such as a home that was previously owned by a celebrity or built by a famous architect. You also must remember that some unique features may have entirely different results depending on geography. Power lines running through a backyard in Florida may be viewed as a negative, but those same power lines in some areas of Maine might provide excellent access to miles of snowmobile tracks and have a positive effect.

Q: Who can enter case studies into the database?

A: The goal is to have as many quality case studies as possible in the system to aid relocation professionals in their jobs. Currently, data is being contributed on an ongoing basis by relocation management companies and appraisers. If you have a property that would be a good addition to the Unique Property Database please submit your information [here](#) and we will contact you with further instructions.

Worldwide ERC® networks and educates workforce mobility professionals and HR innovators.

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Telephone (203) 790-7900

August 15, 2008

Mr. S. Derek Phelps
Executive Director
Connecticut Siting Council
10 Franklin Square
New Britain, Connecticut 06051

RE: Cell Tower Docket 366
Optasite Cell Tower Application
Christ the Shepherd Church
52 Stadley Rough Road
Danbury, Connecticut 06811

Dear Mr. Phelps,

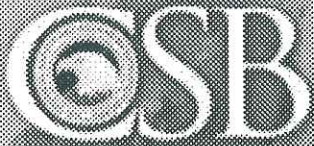
I was recently contacted by a representative of the residents of the "Stadley Rough" area of Danbury for my professional opinion regarding the proposal by Optasite Towers, LLC and Omnipoint Communications, Inc. and T-Mobile USA, Inc. to erect a 140' wireless communication tower in their residential neighborhood, on the property of Christ the Shepherd Church, at 52 Stadley Rough Road. I am a Connecticut licensed Certified General Real Estate Appraiser, and have been active, full time, in the appraisal of residential properties in the Danbury area since 1981.

Homeowners in the area are concerned that the installation of a telecommunication tower in their residential neighborhood could have an adverse impact on the marketability of their residences and could potentially cause a detrimental effect on their property values. Based upon my knowledge and experience in the market area, and my familiarity with the impact of adverse external factors of similar character on residential properties, it is my opinion that these reservations are valid, and should receive your attention and consideration in your evaluation of this proposal.

The presence of this type of inharmonious use, in addition to the negative aesthetic impact, frequently has a significant limiting influence on marketability due to the perceived health risks associated with facilities of this character on the part of potential purchasers. Based upon my observations and previous investigations, it is possible that the values of residential properties in the areas surrounding such facilities may be negatively affected by 10% to 25%, depending on individual circumstances.

Respectfully,


Kurt M. Kleis



Herrig Brothers Propane Tank Explosion

Albert City, Iowa April 9, 1998

On April 9, 1998, two volunteer firefighters were killed and seven other people were injured when a blazing 18,000-gallon propane tank exploded at the Herrig Brothers poultry farm in Albert City, Iowa. Arriving at 11:21 p.m., the firefighters had found the large storage tank engulfed in flames hundreds of feet high. The noise of gas escaping the tank through pressure relief valves was "like standing next to a jet plane with its engines at full throttle," a witness said. Minutes later the victims were struck by heavy metal fragments when the tank exploded.

The propane tank fire started after two teenagers driving an all-terrain vehicle (ATV) plowed into unprotected propane piping at the farm. This aboveground piping ran from the propane storage tank to vaporizers, which fueled heaters located in barns and other farm structures. The 42-foot long, cigar-shaped storage tank contained propane liquid and vapor under pressure, and the tank was about half full at the time of the incident.

The collision severed one pipe and damaged another, triggering a significant propane leak under the tank. About five

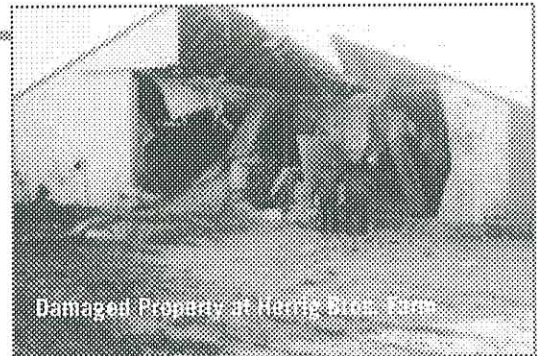
minutes later, propane vapor leaking from the damaged pipes ignited and burst into flames, engulfing the tank and beginning to heat the propane inside.



Herrig Tank before Explosion

Because of the flames, arriving firefighters could not approach a manual shut-off valve to stop the propane leak, and they decided to let the tank fire burn itself out. The fire chief on the scene believed that in the event of an explosion, fragments would be thrown from the tank's two dome-shaped welded ends. The areas near the sides of the tank, he believed, would be relatively safe. Shortly after their arrival, firefighters approached the sides of the flaming tank

and began spraying the surrounding buildings to prevent the spread of fire. Just seven minutes later, the burning



Damaged Property at Herrig Bros. Farm

propane tank ruptured completely, experiencing a Boiling Liquid Expanding Vapor Explosion or BLEVE.

The propane tank was blown into at least 36 pieces, some of which flew 100 feet or more. Some of the shrapnel struck firefighters; other pieces smashed into buildings, leaving nearly \$250,000 in property damage.

The U.S. Chemical Safety Board investigated this incident to determine root causes of the fire, the explosion, and the firefighter fatalities and injuries.

PROPRANE TANK AND PIPE LACKED COLLISION PROTECTION

The CSB found the initial fire likely could have been avoided by protecting the aboveground propane piping from a motor vehicle collision. Had a fence or barrier been in place, the ATV driver likely would not have collided with the propane piping and no leak or fire would have occurred. Although propane delivery trucks came frequently to the farm — driving into close proximity of the storage tank and the aboveground piping — neither the tank nor the piping was protected by any fences, barriers, or posted warning signs.

Despite a requirement of Iowa state law, the Iowa State Fire Marshal evidently had not received any information about the propane system installed at Herrig Brothers. The CSB found that neither the farm owners nor the propane installers appeared to believe it was their responsibility to provide construction plans to the marshal. Had the marshal's office reviewed the plans and required a protective barrier around the aboveground pipes, the collision and fire would likely have been prevented.

FLAWED DESIGN OF PROPRANE SYSTEM

The propane piping was equipped with a safety feature designed to prevent a major leak. An "excess flow" valve installed on the tank was designed to close if the propane

WHAT IS A BLEVE?

A Boiling Liquid Expanding Vapor Explosion or BLEVE (pronounced "BLEV-ee") can occur when fire heats and weakens the walls of a storage tank, particularly in the region above the stored liquid where cooling is less effective. At some point the weakened tank can no longer withstand the internal pressure and the tank fails catastrophically, often sending fragments in many directions.

flow in the piping exceeded about 200 gallons per minute — the kind of massive flow that would be expected with a complete breakage of the pipe. However, the piping installed immediately downstream of the excess flow valve was too narrow to allow the flow rate to ever reach 200 gallons per minute, even with piping completely severed further downstream.

The excess flow valve never closed and the propane leak continued unabated, feeding the fire until the time of the explosion.

This design flaw came to light in specialized testing commissioned by the CSB and performed by NASA. Had the downstream piping been large enough, the excess flow valve would have closed after the ATV collision, arresting the flow of propane and greatly reducing the severity of any fire. Most likely, no explosion would have occurred.

BETTER TRAINING COULD HAVE SAVED FIREFIGHTERS

The CSB determined that better training could have prevented the firefighter deaths and injuries. The firefighters were not prepared for the dangers of a BLEVE, where tank debris can fly in any direction, not just from the ends. Unaware of the danger, they had positioned themselves too close to the sides of the burning tank.

Nearly all Albert City firefighters had viewed a safety training video produced by the National Propane Gas Association (NPGA). The video recommended that firefighters approach a burning propane tank from the sides, and the accompanying training manual explained that pieces from a ruptured tank “can and will, most likely, travel in the direction it is pointed” i.e. along the long axis of the tank. In this incident, the Albert City Fire Chief reported that he relied on NPGA and other similar training guidelines and believed that avoiding the ends of the burning tank would protect the firefighters.

The firefighters also likely did not realize just how quickly a BLEVE can take place, typically within 10-30 minutes of the start of a fire. The firefighters had arrived about 15 minutes after the tank ignited, and the explosion occurred just seven minutes later. The speed with which these explosions can occur is an important consideration in deciding how to respond to a propane tank fire, the CSB said. When a boiling liquid expanding vapor explosion is

possible, the best emergency response may be to retreat to a safe distance and rely on unmanned firefighting equipment.

KEY RECOMMENDATIONS

After analyzing the root causes of the Herrig Brothers incident, the CSB on June 23, 1999, made a number of recommendations to improve future safety.

To the Iowa State Fire Marshal:

The Board called on the marshal to ensure full implementation of the National Fire Protection Association's standard on propane handling and storage, known as NFPA-58. In particular, the marshal should designate a specific party to be responsible for submitting propane construction plans and should provide appropriate procedures for plan approval, equipment permitting, and inspection.

To the National Propane Gas Association (NPGA):

The Board recommended that the NPGA revise its videos, manuals, and other training materials to provide appropriate instruction on responding to potential tank BLEVEs. A similar recommendation was directed to the Fire Service Institute of Iowa State University.

To the Herrig Brothers Farm:

The Board requested that the farm install fencing or barriers to protect aboveground propane pipes from vehicular damage. The Board also recommended that the design defect identified in the propane distribution system — the mismatch between the size of the excess flow valve and the downstream piping — be corrected.

HERRIG INVESTIGATION CAUSES D.O.T. GUIDEBOOK IMPROVEMENT

CSB's Herrig investigation also uncovered a potentially misleading statement in the U.S. Department of Transportation's *North American Emergency Response Guidebook*. The *Guidebook* is carried in thousands of fire trucks around the country, and firefighters often consult this reference when responding to hazardous material incidents. The 1996 version of the *Guidebook* stated that responders should “*always stay away from the ends of tanks*” when fighting flammable liquid tank fires. This advice could give the false impression that the sides of the tank are safe in such cases. On the advice of the Board, DOT revised the year 2000 *Guidebook*, which now counsels firefighters who face propane fires to “*always stay away from tanks engulfed in fire.*”

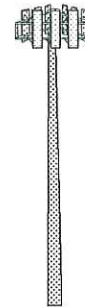
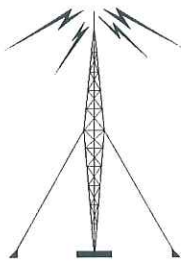
NOTICE:

The CSB is an independent federal agency charged with investigating industrial chemical accidents and hazards. The CSB determines the root causes of accidents and issues safety recommendations to industry, labor, and other government agencies. CSB Investigation Digests are not intended to substitute for the official, Board approved reports, which can be obtained from the agency's web site, www.csb.gov. The web site also has complete, up-to-date information on the implementation status of all CSB safety recommendations. Comments or suggestions, please write to info@csb.gov.



*Federal Communications Commission
Office of Engineering & Technology*

Questions and Answers about Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields



OET BULLETIN 56
Fourth Edition

August 1999

authorized and the power of each transmitter. Typically, for a cellular base station, a maximum of 21 channels per sector (depending on the system) could be used. Thus, for a typical cell site utilizing sector antennas, each of the three transmitting antennas could be connected to up to 21 transmitters for a total of 63 transmitters per site. When omnidirectional antennas are used, up to 96 transmitters could be implemented at a cell site, but this would be unusual. While a typical base station could have as many as 63 transmitters, not all of the transmitters would be expected to operate simultaneously thus reducing overall emission levels. For the case of PCS base stations, fewer transmitters are normally required due to the relatively greater number of base stations.

Although the FCC permits an *effective radiated power* (ERP) of up to 500 watts per channel (depending on the tower height), the majority of cellular base stations in urban and suburban areas operate at an ERP of 100 watts per channel or less. An ERP of 100 watts corresponds to an *actual* radiated power of about 5-10 watts, depending on the type of antenna used (ERP is not equivalent to the power that is radiated but, rather, is a quantity that takes into consideration transmitter power and antenna directivity). As the capacity of a system is expanded by dividing cells, i.e., adding additional base stations, lower ERPs are normally used. In urban areas, an ERP of 10 watts per channel (corresponding to a radiated power of 0.5 - 1 watt) or less is commonly used. For PCS base stations, even lower radiated power levels are normally used.

The signal from a cellular or PCS base station antenna is essentially directed toward the horizon in a relatively narrow pattern in the vertical plane. The radiation pattern for an omnidirectional antenna might be compared to a thin doughnut or pancake centered around the antenna while the pattern for a sector antenna is fan-shaped, like a wedge cut from a pie. As with all forms of electromagnetic energy, the power density from a cellular or PCS transmitter decreases rapidly (according to an inverse square law) as one moves away from the antenna. Consequently, normal ground-level exposure is much less than exposures that might be encountered if one were very close to the antenna and in its main transmitted beam.

Measurements made near typical cellular and PCS installations, especially those with tower-mounted antennas, have shown that ground-level power densities are well below limits recommended by RF/microwave safety standards (References 32, 37, and 45). For example, for a base-station transmitting frequency of 869 MHz the FCC's RF exposure guidelines recommend a Maximum Permissible Exposure level for the public ("general population/uncontrolled" exposure) of about 580 microwatts per square centimeter ($\mu\text{W}/\text{cm}^2$). This limit is many times greater than RF levels found near the base of typical cellular towers or in the vicinity of lower-powered cellular base station transmitters, such as might be mounted on rooftops or sides of buildings. Measurement data obtained from various sources have consistently indicated that "worst-case" ground-level power densities near typical cellular towers are on the order of $1 \mu\text{W}/\text{cm}^2$ or less (usually significantly less). Calculations corresponding to a "worst-case" situation (all transmitters operating simultaneously and continuously at the maximum licensed power) show that in order to be exposed to levels near the FCC's limits for cellular frequencies, an individual would essentially have to remain in

Connecticut Siting Council

Application Guide for

**COMMUNITY ANTENNA TELEVISION AND
TELECOMMUNICATION FACILITIES**

February 16, 2007

This application guide is to assist applicants in filing for a certificate of environmental compatibility and public need from the Connecticut Siting Council (Council) for the construction of a community antenna television or telecommunications facility. Such facilities are defined in General Statutes § 16-50i (a) (5) and (6) and Section 16-50j-2a of the Regulations of Connecticut State Agencies. By setting forth in advance the type of information the Council believes both necessary and/or useful for its evaluation of an application, the guidelines will contribute to an orderly and expeditious review process.

Applicants should consult General Statutes §§ 16-50g through 16-50aa and Sections 16-50j-1 through 16-50z-4 of the Regulations of Connecticut State Agencies to assure complete compliance with the requirements of those sections. Where appropriate, statutory and regulatory references are noted below.

Pre-Application Process (General Statutes § 16-50i (e))

“...at least 60 days prior to the filing of any application with the Council, the applicant shall consult with the municipality in which the facility may be located and with any other municipality required to be served with a copy of the application under subdivision (1) of subsection (b) of this section [any adjoining municipality having a boundary not more than 2500 feet from such facility] concerning the proposed and alternative sites of the facility.....Such consultation with the municipality shall include, but not be limited to, good faith efforts to meet with the chief elected official of the municipality. At the time of the consultation, the applicant shall provide the chief elected official with any technical reports concerning the public need, the site selection process and the environmental effects of the proposed facility. The municipality may conduct public hearings and meetings as it deems necessary for it to advise the applicant of its recommendations concerning the proposed facility. Within 60 days of the initial consultation, the municipality shall issue its recommendations to the applicant. No later than 15 days after submitting the application to the Council, the applicant shall provide to the Council all materials provided to the municipality and a summary of the consultations with the municipality including all recommendations issued by the municipality.”

I. Quantity, Form, and Filing Requirements (Regs. Conn. State Agencies § 16-50j-12)

- A. Except as may be otherwise required at the time applications are filed with the Council, there should be furnished to the Council an original and 20 copies of docket applications. Applicants who submit petition filings, tower sharing applications, and exempt-modification filings shall furnish an original and 25 copies. All filings from the applicant, parties, or intervenors should be labeled with the docket number, properly collated and paginated, and bound in the wide comb method.*

III. AGRICULTURAL RESOURCES

Agriculture has played a prominent role in the history of Farmington, not to mention serving as the basis for the Town's name itself. In the latter part of the 18th century and into the 19th century agriculture was the predominant occupation and land use in Town. Farms located along the valley floor produced hay and food crops while the hillsides were set aside for orchards and pastureland. Although the growth of manufacturing in Unionville provided substantial demand for farm products, by the mid 1800's agricultural production had begun to decline and persons employed in farming had dropped to less than 15 percent of Farmington's population. During the late 1800's local farmers began to phase out many crops, limiting farm production to primarily dairy products, vegetables, poultry and fruit.

This trend continued into the 20th century and today there are a total of 761 acres of land within the Town of Farmington used in agricultural operations or preserved for future use. This figure represents a reduction of 195 acres from the total reported in the 1995 Plan of Development. This change since 1995 is primarily due the loss of approximately 143 acres of farmland to development, as well as a conversion of 139 acres of farmland to non-agricultural open space.

Additionally, through the use of aerial photography, we have further refined the agricultural land total to identify the acres of land that are actively being farmed. This analysis reveals that currently 639 acres of the 761 acres of total farmland are actively being farmed. Of these 639 acres, 119 acres comprise 17 privately owned farms, while 503 acres are leased from the Town of Farmington, and 17 acres are leased from the State of Connecticut. The current agricultural land is shown on Map #1. Most of the Town's farmland is concentrated in the Floodway and Southwest neighborhoods. With the exception of the one dairy farm located on Town Farm Road and two tree farms, agricultural products produced in the Town are generally limited to hay and vegetables.

The local agricultural economy has historically benefited from an abundant supply of favorable soils. In 1980 the Soils Conservation Service produced a list of soil types recognized as prime agricultural soils. These are soils that are permeable to water and air, nearly level in grade and not highly erosive. They are neither too acid nor alkaline, wet enough for crops but not subject to frequent flooding during the season of use and are not so stony that it interferes with cultivation by machinery.

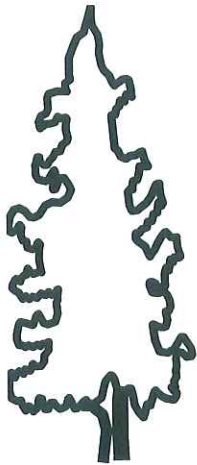
According to the Hartford County Soil Survey of 1962 approximately 22 percent of the land area within Farmington formerly contained prime agricultural soils. These soils are illustrated on Map 1. Development over the years has reduced the acreage of prime agricultural soils available for agricultural activities. Five hundred and five (505) acres, or

OPEN SPACE AND WATERSHED LAND ACQUISITION GRANT PROGRAM

GRANT QUESTIONNAIRE

A PROGRAM TO ASSIST IN THE ACQUISITION OR RESTORATION OF OPEN SPACE

GRANT APPLICATION DEADLINE: MAY 20, 2005



PROJECT TITLE: _____

SPONSOR: _____

SPONSOR'S ADDRESS: _____

NAME & TITLE OF CHIEF EXECUTIVE OFFICER: _____

NAME & TITLE OF PREPARER: _____

PHONE: _____

TOTAL PROJECT COST: \$ _____ TOTAL PROJECT AREA: _____ ACRES

CSC Docket #374

EXHIBIT 16

Your response to the following questions will be used to evaluate and rank your proposed project. Responses should be brief, factual and accurate.

NOTE: ANY LAND PURCHASED UNDER THIS GRANT AUTHORIZATION MAY NOT BE DEVELOPED INTO ANY INTENSIVE OUTDOOR RECREATIONAL FACILITY, COMMERCIAL OR RESIDENTIAL USE. SUBMITTED PROJECTS ARE EXPECTED TO BE ACQUIRED WITHIN ONE YEAR AFTER APPROVAL.

1. PROJECT DESCRIPTION:

Describe how your proposal address the issues of preserving land by acquisition or the restoration of existing publicly owned land, please note that more than one issue may be used to justify the proposed project.

Will the proposed project?

- A. Provide a linkage, protect or complement existing preserved open space, preserved agricultural land or Class I or Class II water company land? If so how and who is the abutting property owner?
- B. Protect land that can be classified as Class I or Class II watershed land? What is the classification of the surrounding land?
- C. Provide a valuable resource for recreation, forestry, fishing, wildlife habitat or natural resources, and how?
- D. Provide multiple resource access values such as water supply protection and recreation, forest protection and fishing access.
- E. Protect a prime naturally occurring feature. Examples of such naturally occurring features include: a shoreline, a river or stream, watershed land (Class I & II only), mountainous territory, ridgeline, inland or coastal wetland, estuarine, a geological feature.
- F. Protect a habitat of a plant or animal species that is either threatened, endangered or of special concern.
- G. Protect a native ecological community that is now uncommon.
- H. Enhance or conserve the water quality of the State's lakes, rivers and coastal water.
- I. Preserve local agriculture heritage.

SUPPORTING MATERIAL Topographic Map (USGS 1:24,000 scale (enlarged if possible))

 Town Road Map (Mail-a-map, etc)

 Property Boundary Map (A2 (not required for application, required for grant))

2. EXISTING OWNERSHIP:

Has a Title Search been conducted on this property? YES ___ NO ___. Is the property free from any lien(s), claims, encumbrances or easements that would preclude the land from being used for open space purposes? If so, please describe.

SUPPORTING MATERIAL Copy of Deed/Lease (current owners)

3. ELIGIBILITY:

Municipality:

Is the applying municipality classified as a "distressed municipality" or a "targeted investment community" (Section 32-9p CGS)? Does the municipality currently own the property, if so is the municipality requesting funds to enhance, restore or protect existing natural resources on the property? (Only distressed or targeted Communities may apply for restoration grants) If so, please expand upon the project scope that will enhance or protect the existing features or habitat found on this property? Is there current agricultural use or forest management on this property? If so, will this activity continue after acquisition? Is there any commercial use, agriculture or other use located on any part of the proposed project? If the property is going to be use for agriculture, provide the percentage of prime agriculture soils on the property (contact agriculture extension office). If the property being proposed is being purchased from a water company, has the property been classified as surplus (Class III) land? Has the Water Company been granted permission to dispose of the property by DPUC & DOH?

Water Company:

Under the program, a water company (as defined in CGS 25-32a) may apply for a grant for land acquisition. Is the applying Water Company, municipally owned or private? Land can only be purchased if it is to be classified as "Class I or Class II "after acquisition. How will the land be classified? Is there current agricultural use or forest management on this property? If so, will this activity continue after acquisition?

Nonprofit Land Conservation Organization (Land Trust):

4. SITE CONVENIENCE/ACCESSIBILITY:

Convenience is defined as the location of this site with respect to the service area. Is the property in proximity to an urban area? Please identify the major service area(s) neighborhood(s), city(ies), region(s) which would be affected by this proposed land acquisition or restoration. What is the population density of the municipality (per/sq. mile)? Is this proposed acquisition or restoration in an area in which significant growth or development has occurred or is planned? **YES**____ **NO**____. If yes, please expand upon the level of growth and the intensity of the development. Show the location and the approximate mileage to the primary service areas. Is the site serviced by mass transit? **YES**____ **NO**____.

Accessibility is defined as the ability of the public to gain access to the property for passive recreation. Expand upon the means by which the public will be able to utilize this property. What if any, recreational resources exist on the property that supports passive recreation. **Please note the properties use as farmland or for agriculture does not exclude public access.**

5. STATEMENT OF NEED:

Is the property vulnerable to development? Has this property **received development approval** for a residential or commercial use according to local zoning? If so, explain the level of development and its impact on the area? Is the proposed acquisition consistent with the State's Plan of Conservation and Development? (Available from the Office of Policy and Management). Explain. Provide supporting justification that this proposed acquisition or restoration complies with a documented need as addressed in a local and regional open space or conservation & development plan. Please provide **relevant excerpts**.

SUPPORTING MATERIAL **Municipal Plan of Conservation & Development and/or Recreation Plan and/or other Municipal Open Space Plan**
 Regional Conservation Plan
 Water Quality Plan
 Land Trust Acquisition Plan

6. LOCAL SUPPORT:

Has this proposed acquisition or restoration gone through any local (municipal) agencies/commissions for official approval or support? If so what was the agencies/commissions response? Please provide relevant excerpts from the agencies/commissions?

SUPPORTING MATERIAL **Support Letters (municipal (planning, inland wetland, conservation, open space) regional (RPA\CROG) corporate division approval/support, executive board)**

7. FUNDING MECHANISM:

Does the acquisition or restoration involve cooperative efforts between towns, land conservation organizations, local community groups or others? Describe the involvement of each party. Provide documentation showing the source and availability of funds and cash flow to complete the project. There must be reasonable anticipation of funds within six months of grant award. It will be to the applicant's advantage to have funding firmly available. Is this project going to be funded under any non-traditional methods, if so describe this funding method?

SUPPORTING MATERIAL **Resolution authorizing the expenditure of funds (municipal, corporate)**
 Budget line item where funds are held or committed.
 Copy of statement showing balance within Open Space Acquisition Account.
 Show commitment, amount and sources related to creative/alternative funding proposals.

8. APPRAISAL STANDARDS:

The grant amount will be based upon the approved appraised value. **Effected February 2, 2005, all appraisals must be in a self-contained format, as defined by USPAP, and must comply with Federal appraisal standards in accordance with the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book).** The Federal appraisal standards can be downloaded at www.usdoj.gov/enrd/land-ack. Applications will only be accepted when accompanied by the required appraisal(s). One appraisal is required for properties with an estimated value of \$100,000 or less. For properties with an estimated value in excess of \$100,000, two appraisals are required. **The effective date of the appraisal(s) must be within six months of the application deadline.** Applications submitted without the required appraisals will be subjected to the following penalties: A 5% reduction of the grant amount for appraisals received 1 to 15 days after the deadline, a 15% reduction of the grant for appraisals received 16 to 30 days after the deadline. After 30 days incomplete applications will not be eligible to receive a grant. Any questions should be directed to DEP Land Acquisition & Management Division at (860) 424-3016.

SUPPORTING MATERIAL **Appraisal(s) (application submitted without appraisals subject to penalty)**

9. PROJECT COST ESTIMATES - RESTORATION

Communities classified "Targeted" or "Distressed" may apply for funding to restore a publicly owned open space property for public access and passive recreation. Restoration proposals require a site plan, project scope and a cost estimate.

10. OPERATION AND MAINTENANCE CAPABILITIES:

Please provide evidence of the capability to maintain and operate this proposed project area by providing a detailed

Farmington

State Awards Krell Farm Grant

Government Announcements

Submitted by Michael Clark on 2008-11-26.

Governor M. Jodi Rell has announced the award of \$448,350 to the Town of Farmington as part of the State's 14th grant round for the Open Space and Watershed Land Acquisition Grant Program. This award will reimburse the Town toward the purchase of 28 acres of the 90-acre Krell Farm, which was purchased by the Town of Farmington earlier this year. This wooded parcel, adjacent to the agricultural and equestrian activities of the Krell Farm to the south, includes a variety of habitats suitable for a number of endangered, threatened and species of special concern, while also providing critical wildlife corridor linkage connecting large areas of open space to the east and the west.

The Town of Farmington is pleased to accept its 17th grant award in 14 rounds of the Open Space and Watershed Land Acquisition Grant Program. Farmington has been awarded more grants through this program than any other town in the State. Through this grant program and the on going support of Town residents, Farmington has preserved a total of 681 acres of land as permanently protected open space and farmland since 1999, with a total grant reimbursement towards these purchases of \$4,002,848.

Michael Clark, Farmington Town Council Chair said, "I'd like to thank the State of Connecticut for continuing their strong support for municipal open space acquisition through this Grant Program, and I also want to thank Farmington town residents, town officials and town staff for all their hard work and support in making Farmington's open space and farmland preservation program the great success it is today. It has been a great team effort that our children will thank us for"

LEASE AGREEMENT

Fisher Family Farm

THIS AGREEMENT, dated February 20, 2002, made by and between THE TOWN OF FARMINGTON, a municipal corporation having its territorial limits in the County of Hartford, Connecticut (the "Town"), and RONALD W. SIMMONS, SR., 199 Town Farm Road, Farmington, Connecticut 06032 ("Lessee"),

WITNESSETH:

IN CONSIDERATION of the promises exchanged herein, the parties agree:

1. Premises: The Town hereby leases to Lessee, and Lessee hereby leases from the Town, certain parcels of land with all improvements thereon containing 27 acres, more or less, in the Town of Farmington, County of Hartford and State of Connecticut, more particularly shown as the "Leased Premises" on the map attached hereto as Schedule A ("Premises"), excluding therefrom an area consisting of approximately 200' x 270' with the single family dwelling located on 184 Town Farm Road, for the purpose of operating a dairy farm with a minimum of fifty (50) milking head and other cattle leased, owned, or otherwise cared for by Lessee as soon as available to Lessee.

2. Initial Term: The initial term of this Lease (the "Initial Term") shall commence on February 20, 2002 (the "Commencement Date") and terminate on April 30, 2003, unless extended or terminated as provided for below. See ^{May} ~~March~~ 13, 2003 Motion TC
See June 14, 2003 MOTION TC

3. Options to Extend: At the end of the Initial Term, unless this Lease has been otherwise terminated, the Town shall have two (2) options to renew this Lease, each for a term of one (1) year (the "Extension Terms"). The options shall expire and this Lease will terminate at the end of the applicable term unless the Town gives written

notice to Lessee of its intention to renew this Lease at least three (3) months prior to the termination date of the then effective term, and Lessee elects to continue to lease the Premises from the Town by written notice to the Town at least one (1) month prior to the termination date of the then effective term. All terms and conditions of this Lease shall remain the same during any Extension Term. The term "Lease Term" shall mean the Initial Term together with the Extension Terms, if any.

4. Rental: During the Lease Term, Lessee covenants and agrees to pay rent to the Town, in advance, in the manner set forth below.

- (a) The annual rental for each Lease Year shall be Eighteen Thousand Dollars (\$18,000.00), and payable in bi-monthly installments of Seven Hundred Fifty Dollars (\$750.00) on or before the 5th day and the 20th day of each month.
- (b) Lessee shall provide written instructions to its cooperative or agent to pay the aforesaid rent directly to the Town. Lessee shall furnish evidence of such instructions to the Town upon execution of this Lease. Notwithstanding the foregoing, Lessee shall at all times remain responsible for payment of the rent to the Town.

5. Use of Premises and Personal Property: Lessee accepts the Premises and any personal property owned by the Town which is located on the Premises, as identified in Schedule B attached hereto and made a part hereof, in its "AS IS" condition and expressly assumes all risk associated with Lessee's use of the Premises and any such personal property.

6. Lessee's Payments:

(a) Taxes or Assessments: Lessee shall promptly pay all municipal and/or state taxes or assessments that may be levied or assessed upon any personal property existing on the Premises or placed on the Premises by Lessee or its agents.

(b) Utilities: Lessee shall pay when due all costs to the providers of services for utilities, including but not limited to, electricity, water, sewer, gas, and fuel oil for the Premises and the operation of any farm equipment thereon.

7. Purpose: Lessee agrees that the Premises will be used and occupied by Lessee solely for the operation of a farm (the "Farm"). Lessee shall follow established farming practices such as seeding, fertilizing, liming and pasturing that will maintain or improve the productivity of the land. The Town makes no warranty or representation whatsoever that the Premises are suitable for such purposes.

8. Structures, Improvements/No Liens: Unless otherwise agreed to in advance in writing by the Town, Lessee shall not construct or permit any structure, improvement, installation, alteration or addition in or to the Premises. No such construction work, other than ordinary maintenance of the existing improvements, by Lessee shall be conducted at the Premises until Lessee has received written approval from the Town. As a condition to such approval, Lessee shall submit detailed plans of the proposed construction work and a description of work procedures. Any such alterations shall be performed by licensed contractors, subject to the prior written approval of the Town. Lessee shall obtain and furnish to the Town properly executed mechanic's lien

waivers prior to any work being undertaken by any such contractor. The Town's approval of any such construction work or work procedures merely indicates its consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness or propriety of the proposed activities.

All alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the Premises either by the Town or Lessee, except furniture or movable trade fixtures installed at the expense of Lessee, shall be the property of the Town and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without compensation to Lessee.

9. Maintenance: Lessee shall take good care of the Premises and at its sole cost and expense, make all repairs and replacements necessary to preserve the Premises in good working order and in a clean, safe and sanitary condition. Lessee shall maintain, at its sole cost and expense, all building systems, equipment, fixtures and devices within the Premises, excluding the replacement of any roof or septic system. Lessee shall keep the Premises free from any liens or encumbrances arising out of any work performed, material furnished or obligations incurred by or for Lessee or any person or entity claiming through or under Lessee.

In addition to the general duties hereunder, Lessee shall be responsible for the following specific housekeeping and maintenance obligations:

(a) Buildings:

- (i) Painting: Lessee, at Lessee's sole cost and expense, shall ensure that the interior and exterior of structures on the Premises are painted as necessary, excluding full repainting, which shall be the

responsibility of the Town. Lessee may perform "spot treatment" if appropriate; however, if the Town, in its sole discretion, determines that the spot treatment results in an unacceptable appearance of the structure, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall paint as much of the structure as necessary to ensure that it is acceptable in appearance to the Town, in its sole discretion.

- (ii) Repairs: Lessee, at Lessee's sole cost and expense, shall maintain all structures and property of the Town on the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in an unacceptable appearance of the structure or property repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall implement permanent repairs. Lessee shall not make any substantial repairs to the Premises without the prior written consent of the Town. All such repairs shall be made only by such persons as are approved by the Town, which approval shall not be unreasonably withheld or delayed excluding, however, emergency repairs which shall be performed only by properly trained and licensed personnel. If the Town determines that the final work was not completed as proposed by Lessee and initially approved by the Town, then Lessee, after

written notice from the Town, shall perform such additional work as the Town reasonably requires to ensure that the final work is consistent with the proposed work approved by the Town.

(iii) Pest control and damage repair: Lessee, at Lessee's sole cost and expense, shall implement pest control practices in accordance with standard agricultural practices. Lessee shall, at Lessee's sole cost and expense, undertake repairs or replacements of structures or structural components damaged by pests, as necessary in accordance with the Town's direction.

(b) Fences and Gates: Lessee, at Lessee's sole cost and expense, shall maintain fences and gates at the Premises in good condition and repair. Lessee may implement temporary repairs if appropriate; however, if the Town, in its sole discretion, determines that such temporary repairs are insufficient, or have resulted in the an unacceptable appearance of the fence or gate repaired, then Lessee, after written notice from the Town, at Lessee's sole cost and expense, shall replace the affected fence or gate.

(c) Grounds:

(i) Mowing: Lessee shall mow the lawn around the barnyard and house and the fields. The lawn shall be mowed as necessary to a fine lawn condition, consistent with other residential properties in the immediate vicinity of the Premises. The fields, excluding any fields where crops are planted, shall be mowed as necessary to avoid weed infiltration and to maintain a neat and orderly

appearance.

- (ii) Weed Control: Lessee, at Lessee's sole cost and expense, shall implement weed control measures in accordance with standard agricultural practices.
- (iii) Trash Removal: Lessee shall, at Lessee's sole cost and expense, promptly remove and dispose of all trash, litter and debris generated by Lessee at the Premises in accordance with all applicable laws.
- (iv) Storage: Lessee shall store all materials and equipment in a generally neat and orderly manner.
- (d) Fixed Equipment: Lessee, at Lessee's sole cost and expense, shall maintain all fixed equipment at the Premises in good condition and working order. Lessee shall repair such equipment if possible; however, if the equipment cannot be repaired, Lessee, after written notice from the Town, shall replace such equipment, at Lessee's sole cost and expense, which new equipment shall be the sole property of Lessee.
- (e) Manure Management: Lessee shall manage all manure generated at the Premises, and shall ensure that the main barn, the calf pens and the heifer barns are maintained in a neat and orderly manner that conforms to standard agricultural practices. Lessee shall confine manure piles to designated areas on the Premises so that such piles do not interfere with use of the Premises by the Town, any governmental body and their invitees for educational purposes. Lessee shall manage all manure piles so

as to avoid the effects of frost.

- (f) Cattle Health: Lessee shall maintain the cattle at the Premises in a good and healthy condition in a manner that conforms with standard animal husbandry practices, including but not limited to, taking all recommended precautions against Johne's Disease, appropriate testing and evaluation of sick animals, treating all sick animals in accordance with the course of treatment recommended by a Connecticut licensed veterinarian, and continuous monitoring of sick animals and any effect on the herd, at Lessee's sole cost and expense.
- (g) Water Quality: Lessee, at Lessee's sole cost and expense, shall take all appropriate measures to protect the quality of the water used for drinking purposes and in the milk production process from contamination or impairment of the applicable governmental standards. Such measures shall include, but not be limited to, the regular testing of water supplies, the furnishing of all test results to the Town within one (1) day of receipt of such results and treatment as necessary of any conditions which impair the potability of any water supply.
- (h) Soil Quality: Lessee shall take all reasonable measures to maintain the soil quality in a manner suitable for future agricultural purposes. Lessee shall test the soil at regular intervals and fertilize and lime or otherwise restore the nutrients in the soil as necessary to preserve and enhance its suitability for such purposes. Lessee shall notify the Town of the results of any such tests and the proposed course of action.

(i) Waste Oil: Lessee shall exercise caution in the storage of waste oil generated from any farm equipment or motor vehicles on the Premises. All such waste oil shall only be stored in clean, leak-proof drums, in compliance with all environmental laws or rules governing waste oil storage. Lessee shall keep accurate records of the types of waste oil stored in any drum and shall not mix waste oil with any hazardous substance.

10. No Signage: Lessee shall not have any right to place any sign, monument, advertising, antenna, or communications facility, at any location at or on the Premises excluding temporary signs for the sale of farm products.

11. No Storage: Except to the extent specifically authorized in writing by the Town, Lessee shall not permit, nor shall it allow, temporary or permanent storage of equipment, including but not limited to automotive parts and tires, materials or structures of any sort on the Premises, excluding items necessary for the operation of the farm on the Premises.

12. Town Entry Rights: The Town, acting only by officials authorized by the Town Manager or Police Chief, reserves the right, at reasonable times, to enter upon the Premises for its business purposes, including inspection of Lessee's use of the Premises and determination of Lessee's compliance with the terms of this Lease. At the Town's written request, Lessee shall request an inspection of the Premises by the Connecticut Commissioner of Agriculture or his designee in accordance with Section 19a-341 of the Connecticut General Statutes. If such inspection discloses any discrepancies with generally accepted agricultural practices, then Lessee agrees to promptly conform with such practices and to notify the Town of the corrective practices.

In addition, the Town reserves the right, at reasonable times to be determined in conjunction with Lessee's farming activities, to enter upon the Premises with groups to educate individuals about the operation of a farm. The Town shall have the right to temporarily assign its rights to other governmental bodies and charitable organizations for the purpose of enhancing educational opportunities.

13. Compliance with Laws: Lessee shall, at its sole risk and cost, obtain and maintain, at all times, during the Lease Term, all governmental permits, licenses, registrations, and approvals as may be necessary for its use, and shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders applicable to Lessee's use. Lessee shall, upon the Town's request, submit to the Town copies of all such permits, licenses, registrations and approvals. The Town will not impede or interfere with Lessee's compliance with the foregoing governmental permits, licenses, registrations, approvals, and all federal, state and local laws, ordinances, rules, regulations and orders, provided Lessee's activities in connection therewith are in compliance with the terms and conditions of this Lease.

14. Environmental Protection:

- (a) Without limiting the other provisions of this Lease, during the Lease Term, no petroleum or petroleum by-products, and no hazardous substance, hazardous waste, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively, "Hazardous Substances") shall be brought onto the Premises by Lessee without the Town's written approval which shall not be

unreasonably withheld as to Hazardous Substances customarily used in the operation of a dairy farm. The Town may, at its option, conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as it deems reasonably necessary to monitor the environmental conditions of the Premises, provided that such inspections, site assessments and tests shall not unreasonably interfere with Lessee's use and enjoyment of the Premises. Lessee shall bear the full cost and expense of any such reasonable inspections, site assessments and tests, including any related laboratory fees in the event (i) said inspections, assessments or tests are necessitated by Lessee's failure to comply with the requirements of this Paragraph; or (ii) said inspections, assessments or tests are ordered by any state or federal regulatory agency due to activities on the Premises by Lessee. The Town shall provide Lessee with copies of any and all reports as to said inspections, site assessments and tests, the cost of which is so paid by Lessee. The Town will deliver the same to Lessee within a reasonable time after receipt thereof by the Town.

- (b) Lessee shall, prior to any use of chemicals on the Premises, obtain the Town's prior written consent of all chemicals proposed for use on the Premises, including but not limited to, fertilizers, herbicides, fungicides and pesticides.

15. Waste: Lessee warrants that it shall commit no waste nor suffer the same to be committed on the Premises, nor injure nor misuse the same, nor discharge sewage, effluent or Hazardous Substances of any kind.

16. Lessee's Default: If Lessee fails to make any payment due hereunder within fifteen (15) days of when it is due, or fails to cure each default in its compliance with any of the other terms and conditions of this Lease within thirty (30) days after the date of the Town's notice specifying each such default, then this Lease shall terminate, and the Town may at any time thereafter reenter the Premises, or without such reentry, recover possession thereof in the manner prescribed by the statutes relating to Summary Process. No demand for the rent, and no reentry for conditions broken, as at common law, shall be necessary to enable the Town to recover such possession, pursuant to said statutes relating to Summary Process. Lessee hereby EXPRESSLY WAIVES all right to any such demand or notice of reentry. Lessee FURTHER WAIVES all right to any notice to quit possession as may be prescribed by the statutes relating to Summary Process.

17. Costs: Lessee shall, within thirty (30) days after receipt of a written demand, reimburse the Town for all of the Town's costs and expenses, including reasonable attorneys' fees, incurred in connection with the reasonable enforcement of Lessee's failure to meet its obligations under this Lease or in evicting Lessee upon the termination of this Lease. In the event of any other dispute between the parties hereto, including any default by the Town, all costs and expenses incurred by the other party hereto to enforce its rights against the defaulting party, including, without limitation, reasonable attorneys' fees, shall be paid by the defaulting party if it is determined by a

court of competent jurisdiction that said defaulting party was in default. Conversely, if said court determines that the alleged defaulting party was not in default in any respect, the moving party will reimburse it for its costs and expenses incurred to defend said matter, including, without limitation, reasonable attorneys' fees.

18. Termination of Lease: At the expiration, or sooner termination, of Lessee's tenancy, Lessee shall deliver up the Premises in as good condition as exists at the Commencement Date except conditions caused by the Town, its successors and/or assigns or due to acts of God or governmental orders as the same affect the Premises, and Lessee shall, unless otherwise agreed to in writing by the Town, remove all personal property. If Lessee fails to complete the removal or the restoration within thirty (30) days following termination, the Town may conduct such removal and restoration and Lessee shall reimburse the Town for all reasonable costs for such action within thirty (30) days from the date of an invoice delivered by the Town.

No termination or repossession by the Town shall relieve Lessee of its liability and obligations under this Lease arising on or before the effective date of termination.

19. Waiver and Release: Lessee for itself, its representatives, successors and assigns hereby (i) WAIVES any and all claims for damages it may now or in the future have against the Town, its employees or agents for injuries to natural persons, damages to physical property, including, without limitation, indirect, incidental and consequential damages, arising out of or traceable to this Lease, the condition of the Premises or to any use to which the Town may put the Premises, and (ii) EXPRESSLY RELEASES such parties from any and all such claims, except for damages attributable to or arising out of

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the gross negligence or willful misconduct of the Town, its employees or agents.

20. Indemnity: Lessee agrees to indemnify and hold harmless the Town, its employees and agents from and against any and all claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, actions or proceedings whatsoever, including without limitation, litigation expenses and attorneys' fees, consultants' and laboratory fees, for any injuries to any person, including injuries resulting in death, damages to property, including damages to the environment, arising out of or that may be attributable to this Lease, Lessee's use of the Premises, the condition of the Premises, or otherwise incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Premises which is not caused by the Town and/or its employees, agents or assigns, any required remedial action on the Premises and/or a lien on the Premises in favor of any governmental authority for clean-up or other remedial action.

21. Insurance: Lessee shall maintain, at its sole cost and expense, at all times during the Lease Term, at least the following insurance coverages, and which shall not be deemed to limit Lessee's liability as set forth in any other portion of this Lease:

- (a) Workers Compensation at statutory limits endorsed to include employer's liability coverage of at least the maximum statutory limits for the number of employees to be covered at the Premises.
- (b) Comprehensive General Liability coverage, with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (c) Comprehensive Automobile Liability coverage, including all owned, non-owned and hired vehicles, with a combined single

limit (or equivalent) of \$1,000,000 per occurrence.

All policies, except for Workers Compensation and Automobile Liability, shall be endorsed to name the Town as an additional insured. Lessee shall provide the Town with certificates of insurance evidencing renewal of such policy at least thirty (30) days prior to the expiration of each such policies. All policies shall require at least ten (10) days prior written notice to the Town of any cancellation or material change in such policies.

22. Eminent Domain: If any part of the Premises shall be taken by eminent domain, this Lease shall terminate as of the effective date of taking and the rental shall be apportioned and adjusted as of the time of taking. Any award made for such taking of the real property shall be distributed to the Town only.

23. No Assignment: Lessee may not assign, transfer, sublet or encumber this Lease or its interests in the Premises or grant any license, concession or other rights for third parties to use the Premises, without the Town's written consent, which may be withheld in its sole discretion.

24. Lessee Warranties: Lessee warrants that (i) its use of the Premises shall be conducted in a manner that will not endanger health, create a nuisance, or otherwise be incompatible with the uses now or in the future permitted by the Town, and (ii) it shall take all reasonable precautions to ensure that the operation of the Farm and maintenance of all structures and facilities authorized by this Lease will be conducted in a manner that will protect the scenic, recreational, and environmental values of the Town's land and adjacent property.

25. Notice: All notices, demands, and requests permitted or required under

this Lease shall be in writing. All such notices, demands, and requests shall be deemed to have been properly given when served personally, or three (3) days following the date of mailing of such notice by United States registered or certified mail, postage prepaid, Return Receipt Requested, addressed as follows:

Town:

The Town of Farmington
1 Monteith Drive
Farmington, CT 06032

Lessee:

Ronald W. Simmons, Sr.
199 Town Farm Road
Farmington, CT 06032

or at such other addresses that may, from time to time be designated by written notice by either party.

26. Security Deposit: Lessee shall pay the sum of Three Thousand Dollars (\$3,000.00) to the Town as a security deposit for the faithful performance by Lessee of its obligations hereunder, in equal monthly installments of Two Hundred Fifty Dollars (\$250.00) with each rental payment made on or before the 5th day of each month. If all obligations are satisfied, then, upon termination of this Lease, the Town shall refund said sum, without interest, to Lessee. The Town shall have the right to apply said sum in all or part to any default by Lessee hereunder provided Lessee has been notified in writing by the Town pursuant to Paragraph 16 herein and any applicable cure period has passed without Lessee's cure.

27. Business Records: Upon the reasonable request of the Town and no less frequently than annually without such request, Lessee shall furnish copies of its business

records to the Town, as follows:

- (a) Business Plan: Lessee shall furnish its business plan, along with any amendments to the Town. The business plan shall be in form and content consistent with sound business planning practices; and
- (b) Financial Statement: Lessee shall furnish its financial statement upon Lease execution and each renewal. The financial statement shall be in form and content consistent with sound accounting principles. In addition, if requested, Lessee shall furnish copies of statements received from its cooperative or agent concerning its operations at the Premises.
- (c) Budget: Upon Lease execution and at least thirty (30) days prior to any renewal, Lessee shall submit to the Town an annual budget, prepared in accordance with standard accounting principles. Such budget shall include, but not be limited to, items required to satisfy the obligations set forth in this Lease.

28. Recording: Lessee covenants and agrees that it will not record this Lease.

29. Waiver: Any failure of a party to exercise any rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

30. Applicable Law: This Lease shall be governed and interpreted by the laws of the State of Connecticut.

31. Entire Agreement: This Lease sets forth the entire agreement between the parties with respect to the Premises, and no oral statements or representations or prior

written matter not contained herein shall have any force and effect. This Lease may only be changed, modified or discharged by an agreement in writing executed by the parties hereto.

32. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

33. Successors and Assigns: Subject to the provisions of Paragraph 23 hereof, the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and successors in ownership.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the 20th day of February, 2002.

Signed, sealed and delivered
in the presence of:

Debra S. Brandt

Deborah Bull
Deborah Bull

Erica L. Pierson
Erica L. Pierson

Lee A. DeCunzio
Lee A. DeCunzio

STATE OF CONNECTICUT)

{W1178951;4}

THE TOWN OF FARMINGTON

By Kathleen A. Eagen
Kathleen A. Eagen
Town Manager

Ronald W. Simmons Sr.
Ronald W. Simmons, Sr.

SCHEDULE A

A certain piece or parcel of land with improvements thereon located on the westerly side of Town Farm Road in the Town of Farmington, County of Hartford, State of Connecticut and being more particularly shown as Lot 27 on a map entitled, "Resurvey Map Land owned by Fisher Family Properties Town Farm Road Farmington, Connecticut Scale 1"=120' August, 2001 Hodge Surveying Associates, P.C." Francis A. Richard, L.S., which map was recorded in the office of the Farmington Town Clerk on September 28, 2001 as Map #5283. Said piece or parcel of land contains 9.941 acres and is more particularly bounded and described as follows:

Beginning at a point located on the westerly highway line of Town Farm Road, said point marking the southeasterly corner of the land herein described and the northeasterly corner of Parcel B as shown on the above referred to map, said point being located one hundred twenty-seven and seventy-two hundredths (127.72) feet northerly of a highway monument; thence running S 65° 35' 33" W one hundred five and sixty-two hundredths (105.62) feet to a point; thence running N 25° 47' 45" W two hundred sixty-two and eighty-seven hundredths (262.87) feet to a point; thence running N 41° 30' 35" W ninety-eight and forty-four hundredths (98.44) feet to a point; thence running N 61° 07' 02" W eighty-one and eighty-three hundredths (81.83) feet to a point; thence running S 81° 35' 33" W one hundred eighty-one and thirty-five hundredths (181.35) feet to a point; thence running N 18° 03' 07" W thirty-eight and thirty hundredths (38.30) feet to a point; thence running S 71° 55' 08" W two hundred fifty-seven and fifty-one hundredths (257.51) feet to a point; thence running N 16° 56' 05" W two hundred forty-five and thirty hundredths (245.30) feet to a point; thence running N 82° 20' 13" E two hundred fifty-eight and twenty-four (258.24) feet to a point; thence running N 26° 43' 40" W seventy and ninety-one hundredths (70.91) feet to a point; thence running N 16° 59' 22" W sixty-three and forty-nine hundredths (63.49) feet to a point; thence running N 12° 43' 44" W forty-five and ninety hundredths (45.90) feet to a point; thence running N 04° 20' 01" W fifty-four and thirty hundredths (54.30) feet to a point; thence running N 04° 11' 45" E one hundred fifty and twelve hundredths (150.12) feet to a point marking the northeasterly corner of Parcel B as shown on the above referred to map; thence running S 81° 15' 07" E six hundred eight and ninety-nine hundredths (608.99) feet to a point on the westerly highway line of Town Farm Road as shown on the above herein referred to map; thence running S 05° 31' 46" E four hundred eighty-four and seventy-nine hundredths (484.79) feet to a point; thence running in a general southerly direction on a curve to the right having a radius of one thousand eight hundred twenty-seven and sixty-seven hundredths (1827.67) feet for a distance of three hundred three and twenty-seven hundredths (303.27) feet to point of beginning.

Being bounded Northerly by Avon/Farmington Town line as shown on the above referred to map; Easterly by Town Farm Road as shown on the above herein referred to map; Southerly, Southeasterly, and Westerly by Parcel B as shown on the above herein referred to map.

SCHEDULE A

A certain piece or parcel of land with improvements thereon located on the easterly side of Town Farm Road in the Town of Farmington, County of Hartford, State of Connecticut and being more particularly shown as Lot 11 on a map entitled, "Resurvey Map Land owned by Fisher Family Properties Town Farm Road Farmington, Connecticut Scale 1"=120' August 2001 Hodge Surveying Associates, P.C." Francis A. Richard, L.S., which map was recorded in the office of the Farmington Town Clerk on September 28, 2001 as Map #5283. Said piece or parcel of land contains 18.399 acres and is more particularly bounded and described as follows:

Beginning at a monument marking the intersection of the easterly highway line of Town Farm Road with the Avon/Farmington Town line said monument also marks the northwesterly corner of the land herein described; thence running S 81° 19' 35" E nine hundred seventy-nine and five hundredths (979.05) feet to a point; thence continuing the same course eight hundred seventy-one and five hundredths (871.05) to a Town line monument; thence running S 71° 18' 00" W seven hundred nine and sixty-seven hundredths (709.67) feet to a point; thence running S 74° 11' 08" W nine hundred twenty-two and ninety hundredths (922.90) feet to a point; thence running S 05° 04' 44" E one hundred ninety-eight and seven hundredths (198.07) feet to a point; thence running S 78° 51' 51" W two hundred sixty-eight and seventy-seven hundredths (268.77) feet to a point on said easterly highway line; thence running N 07° 58' 54" E ninety-six and sixty-one hundredths (96.61) feet to a point; thence running in a general northerly direction on a curve to the left having a radius of one thousand eight hundred seventy-seven and sixty-seven hundredths (1877.67) feet for a distance of four hundred forty-two and seventy-eight hundredths (442.78) feet to a highway monument; thence running N 05° 31' 46" W four hundred seventy-two and twelve hundredths (472.12) feet to point of beginning.

Being bounded Northerly by the Avon/Farmington Town line; Easterly by a point and Parcel A, as shown on the hereinafter referred to map, in part by each; Southeasterly by Parcel A, as shown on the hereinbefore referred to map; and Westerly by Town Farm Road.

SITE NAME: Farmington North 2, CT
ATTY/DATE: M. Dubuque, August, 2007

OPTION AND LAND LEASE AGREEMENT

This Agreement, made this 29th day of November, 2007 between the Town of Farmington, a municipal corporation with its territorial limits in the County of Hartford and with an address at Town Hall, One Monteith Drive, Farmington, Connecticut 06032, Social Security #/Tax ID [REDACTED] hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property known as the Simmons Farm and located at 199 Town Farm Road, Town of Farmington, County of Hartford and State of Connecticut, as shown on the Tax Map 17 of the Town of Farmington as Block N/A, Lot 27 and being further described in Deed Book 690 at Page 666 as recorded in the Office of Farmington Town Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Town Farm Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of [REDACTED] (\$ [REDACTED]), to be paid by LESSEE to the LESSOR, which LESSEE will provide upon its execution of this Agreement, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to November 1, 2008. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months through and including October 31, 2009, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of [REDACTED] (\$ [REDACTED]) to LESSOR. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, in the event that the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or its property contiguous thereto LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE's proposed use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. LESSEE shall restore the Premises to its original condition after conducting any such activities, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following agreement shall take effect:

LAND LEASE AGREEMENT

This Agreement, made this day of , 2007 between the Town of Farmington, a municipal corporation with its territorial limits in the County of Hartford and with an address at Town Hall, One Monteith Drive, Farmington, Connecticut 06032, Social Security #/Tax ID # [REDACTED] hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon (W1493290;7)

Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), known as the Simmons Farm and located at 199 Town Farm Road, Town of Farmington, County of Hartford, State of Connecticut, and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Town Farm Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map 17 of the Town of Farmington as Block N/A, Lot 27 and is further described in Deed Book 690 at Page 666 as recorded in the Office of the Farmington Town Clerk.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of [REDACTED] (\$ [REDACTED]) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Agreement shall commence upon notice of the exercise of the option, as set forth above, by LESSEE to the LESSOR in writing by certified mail, return receipt requested and shall be deemed effective on the date it is posted. In the event the date LESSEE gives notice of the exercise of the option between the 1st and 15th of the month, the Agreement shall commence on the 1st of the month and if the notice is given between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date").

If any payment of rent hereunder has not been paid by LESSEE within five (5) days of the date it is due, LESSEE shall pay to LESSOR, as additional rent, a late charge equal to [REDACTED] percent ([REDACTED]%).

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

5. RENTAL INCREASES. The rental shall be increased annually effective as of each anniversary of the Commencement Date by [REDACTED] percent ([REDACTED]%).

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) additional five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred [REDACTED] percent ([REDACTED]%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. Notwithstanding the foregoing, LESSEE shall install a monopine type stealth support structure not to exceed 130 feet in height. Any expansion of such height shall require the written consent of LESSOR, will shall not be unreasonably withheld. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely

manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE will include LESSOR as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. LESSOR shall not be liable for loss of or damage to any property of LESSEE stored or used at the Premises unless caused by the gross negligence or intentional misconduct of LESSOR, its agents,

representatives or employees. LESSOR shall not be liable to LESSEE or any agent, representative, independent contractor or employee of LESSEE for any bodily injury sustained by any person at or on the Premises unless caused by the gross negligence or intentional misconduct of LESSOR, its agents, representatives or employees.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Prior to installing its facilities, LESSEE shall furnish LESSOR with a performance bond in the amount of \$ [REDACTED] guaranteeing the removal of the monopine structure and all associated equipment.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to [REDACTED] percent ([REDACTED]%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. INTENTIONALLY DELETED.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist

upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Farmington
Town Hall
One Monteith Drive
Farmington, Connecticut 06032
Attention: Town Manager

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

(W1493290;7)

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, (3) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (4) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (5) agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance and (6) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

(W1493290;7)

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy

now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, each party shall use reasonable efforts to mitigate its damages in connection with a default by the other party. If either party so performs any of the other party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the other party to the non-defaulting Party, and the other party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if the other party does not pay the non-defaulting Party the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, the non-defaulting Party may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to the other party until the full undisputed amount, including all accrued interest, is fully reimbursed to the non-defaulting Party.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the LESSEE's use of the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify the LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or

(W1493290; 7)

imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSOR.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating primarily to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. SUBLEASING. Upon the exercise of LESSEE's subleasing rights pursuant to Paragraph 21 herein, LESSOR shall be paid twenty percent (20%) of any rental payments paid by any sublessee(s), in addition to rental payments due hereunder, payable at the time rental payments are paid by any sublessee to LESSEE. Such payments shall be made by LESSEE or directly by such sublessee(s) to LESSOR.

36. BOND. LESSEE shall furnish LESSOR with a 100% labor/material bond and 100% performance bond prior to the commencement of construction.

37. TAXES. LESSEE shall pay all taxes on its personal property on the Premises.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Deborah Ponef
WITNESS
Lee Beckwith

LESSOR:
Town of Farmington
By: Kathleen A. Eagen
Kathleen A. Eagen
Town Manager

Diane Hymala
WITNESS

LESSEE:
Cellco Partnership
d/b/a Verizon Wireless
By: DRH
David R. Heverling
Its Network Vice President – Northeast Area
112907

All that certain piece or parcel of land depicted as "Lot 27 Area = 9.941 acres" on a map entitled: "Resurvey Map Land Owned by Fisher Family Properties Town Farm Road Farmington, Connecticut Scale 1" = 120' August 2001 Revised: May 27, 2003" prepared by Hodge Surveying Associates, P.C. filed with the Farmington Town Clerk on October 16, 2003 as Map 5437.

Being the same premises conveyed to the Town of Farmington by Special Warranty Deed from Fisher Family Properties Limited Partnership dated February 20, 2002, recorded in Volume 690 at Page 666 of the Farmington Land Records.

Connecticut Siting Council

Docket #374

Exhibit 20

**State of Connecticut
Connecticut Siting Council**

In RE: : **Docket 374**
:
Application of Cellco Partnership D/B/A :
Verizon Wireless for a Certificate of :
Environmental Compatibility and Public :
Need for the Construction, Maintenance, :
And Operation of a Wireless Telecommunication :
Facility at 199 Town Farm Rd. Farmington, CT : **April , 2009**

AFFIDAVIT

The undersigned, Stacy Ruwe, being duly sworn hereby deposes and says:

1. I am over the age of eighteen (18) years of age and believe in the obligation of an oath.
2. That to the best of my knowledge, as Chief Financial Officer of Avon Old Farms School, I did not receive nor was I aware of any phone calls, emails or any other forms of communication from representatives of Cellco Partnership Verizon D/B/A Verizon Wireless pertaining to an interest in placing a telecommunications tower on property owned by Avon Old Farms School between the dates of February 1, 2008 and January 28, 2009

Stacy S. Ruwe

Stacy Ruwe

Subscribed and sworn to before me on this
the 23rd day of 4 2009
2009 Δ

Marie C. Delnicki
Notary Public/ Commissioner of the Superior Court



From: Stacy Ruwe <ruwes@avonoldfarms.com>
To: dmd92east@aol.com
Subject: Re: Cell Tower conversation
Date: Fri, 30 Jan 2009 10:55 pm
Attachments: Stacy_Ruwe.vcf (126)

Connecticut Siting Council

Docket #374

Exhibit 20A

I don't have the requested information but I did contact Verizon's attorney today to let know of our potential interest.

Stacy S. Ruwe
Chief Financial Officer
Avon Old Farms School
500 Old Farms Road
Avon, CT 06001
phone 860-404-4157
fax 860-404-4172

ruwes@avonoldfarms.com

>>> <dmd92east@aol.com> 1/30/2009 6:51 PM >>>
Dear Mrs. Ruwes,

Thank you for returning my call today concerning Avon Old Farms school's interest in obtaining a cell tower to improve coverage on the campus for students and administrators. If you could provide me with any dates or times that you or the school may have attempted to contact or may have been contacted by a Verizon representative, or any cell tower company for that matter, most recently concerning pursuing the school as a possible location for a cell tower that would be greatly appreciated. Thank you for your time on this matter.

Sincerely,

David R. Edelson DMD

EXHIBIT 21

<u>OWNER/OPERATOR</u>	<u>FACILITY TYPE</u>	<u>LOCATION</u>	<u>ANTENNA HEIGHT</u>
6. UCONN Health Center	Roof-top Tower	263 Farmington Avenue Farmington, CT	131'
7. Sprint	140-foot Monopole	130 Birdseye Road Farmington, CT	110'

If existing towers or structures are not available or technically feasible, other locations are investigated where the construction of a new tower is required to provide adequate elevation to satisfy Cellco's requirements. The list of available locations may be further reduced if, after preliminary negotiations, the property owners withdraw a site from further consideration. From among the remaining locations, the proposed sites are selected by eliminating those that have greater potential for adverse environmental effects and fewer benefits to the public (i.e., those requiring taller towers, possibly with lights; those with substantial adverse impacts on densely populated residential areas; and those with limited ability to share space with other public or private telecommunications entities). It should be noted that in any given site search, the weight afforded to factors considered in the selection process will vary depending upon the availability and nature of sites within the search area.

Identification of the Farmington North 2 Search Area

The purpose of the proposed Farmington North 2 facility is to provide reliable coverage to areas where existing cellular and PCS coverage gaps have been identified in certain northeastern portions of Farmington and southeastern portions of Avon, particularly and primarily along the heavily-traveled Route 10. (See coverage maps provided behind Tab 6 of this Application). The proposed Farmington North 2 Facility will also provide additional traffic handling capacity in the Farmington area by off-loading traffic from Cellco's existing sites in the area. The coverage gaps were identified using best server propagation modeling.

The descriptions of the individual sites investigated, which are set forth below, include sites both inside and out of the Farmington North 2 search area that were analyzed and found to be technically unworkable or unavailable. This is due either to the topography in the area or the overall distance from the investigated site to the search area and adjacent cell sites.

Sites Investigated in the Farmington Area

In addition to the existing communications facilities listed above, Cellco identified and investigated sites described below.

1. Simmons Family Farm – This is an approximately 9.9-acre parcel, owned by the Town of Farmington, located on the west side of Route 10. Cellco and the property owner have entered into a lease agreement for use of the parcel for a tower site. This site is the proposed location for the Farmington North 2 Facility.

2. Avon Old Farms- Field House – This is an approximately 900-acre parcel located on the west side of Route 10, north of the Town of Farmington parcel. Cellco’s real estate representatives made repeated attempts to contact the property owner. Neither Cellco’s phone calls nor emails were ever returned.
3. Avon Old Farms- Water Tank – This is an approximately 900-acre parcel located on the west side of Route 10, north of the Town of Farmington parcel. Cellco’s real estate representatives made repeated attempts to contact the property owner. Neither Cellco’s phone calls nor emails were ever returned.
4. Avon Old Farms- Playing Fields – This is an approximately 900-acre parcel located on the west side of Route 10, north of the Town of Farmington parcel. Cellco’s real estate representatives made repeated attempts to contact the property owner. Neither Cellco’s phone calls nor emails were ever returned.
5. Town of Avon Department of Public Works –This is an approximately 11-acre parcel off Arch Road in Avon. Because of this site’s proximity to Cellco’s existing Avon (Darling Drive and Ridgewood Road) cell sites, significant redundant coverage would result by locating a cell site at this location.
6. Rotondo Inc. –This is an approximately 12-acre parcel at 151 Old Farms Road in Avon. Because of this site’s proximity to Cellco’s existing Avon (Darling Drive and Ridgewood Road) cell sites, significant redundant coverage would result by locating a cell site at this location.
7. Sandford & Hawley Lumber –This is an approximately 6.4-acre parcel off Sandscreen Road in Avon. Because of this site’s proximity to Cellco’s existing Avon (Darling Drive and Ridgewood Road) cell sites, significant redundant coverage would result by locating a cell site at this location.

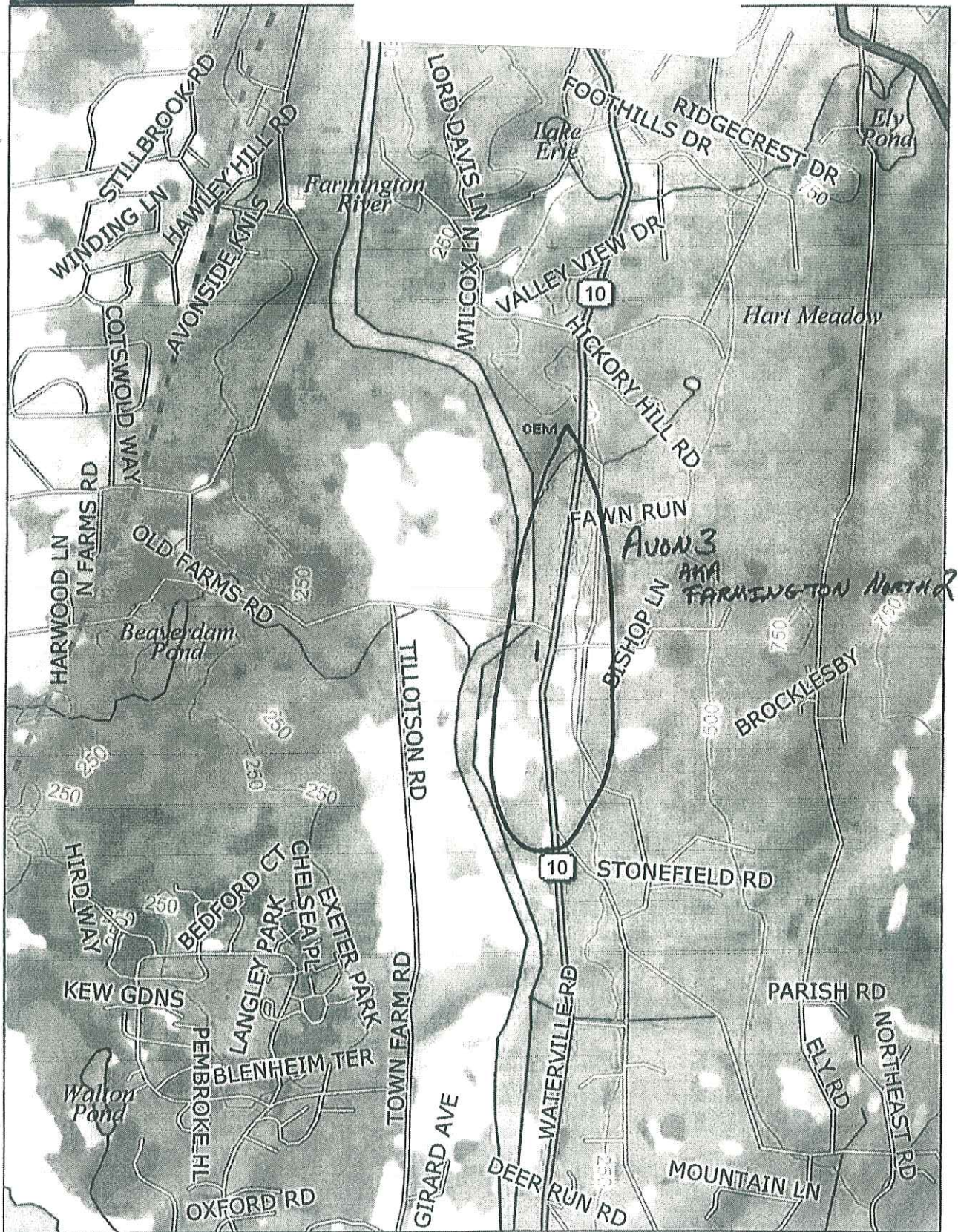
1. Simmons Family Farm – This is an approximately 9.9-acre parcel, owned by the Town of Farmington, located on the west side of Route 10. Cellco and the property owner have entered into a lease agreement for use of the parcel for a tower site. This site is the proposed location for the Farmington North 2 Facility.
2. Avon Old Farms School - Field House – This property consists of multiple parcels totaling approximately 857.6 acres and is located on the west side of Route 10, north of the Simmons Family Farm parcel. Cellco's real estate representatives made repeated attempts to contact the property owner. The property owner never returned any of Cellco's calls or responded to any of its e-mails.
3. Avon Old Farms School - Water Tank – This property consists of multiple parcels totaling approximately 857.6 acres and is located on the west side of Route 10, north of the Simmons Family Farm parcel. Cellco's real estate representatives made repeated attempts to contact the property owner. The property owner never returned any of Cellco's calls or responded to any of its e-mails.
4. Avon Old Farms School - Playing Fields – This property consists of multiple parcels totaling approximately 857.6 acres and is located on the west side of Route 10, north of the Simmons Family Farm parcel. Cellco's real estate representatives made repeated attempts to contact the property owner. The property owner never returned any of Cellco's calls or responded to any of its e-mails.
5. Town of Avon Department of Public Works – This is an approximately 11-acre parcel off Arch Road in Avon. Because of this site's proximity to Cellco's existing Avon (Darling Drive and Ridgewood Road) sites, significant redundant coverage would result by locating a facility at this location.
6. Rotondo Inc. – This is an approximately 12-acre parcel at 151 Old Farms Road in Avon. Because of this site's proximity to Cellco's existing Avon (Darling Drive and Ridgewood Road) sites, significant redundant coverage would result by locating a facility at this location.
7. Sandford & Hawley Lumber – This is an approximately 6.4-acre parcel off Sandscreen Road in Avon. Because of this site's proximity to Cellco's existing Avon (Darling Drive and Ridgewood Road) sites, significant redundant coverage would result by locating a facility at this location.
8. Pinnacle Tower Site – This is an approximately 30.3-acre parcel off Deercliff Road in Avon. Because of its location at the top of Avon Mountain, a facility at this site would not satisfy Cellco's Farmington North 2 coverage objectives because it would overshoot the target area.
9. WTIC Radio Tower – This is an approximately 21.6-acre parcel off Deercliff Road in Avon. Because of its location at the top of Avon Mountain, a facility at

this site would not satisfy Cellco's Farmington North 2 coverage objectives because it would overshoot the target area.

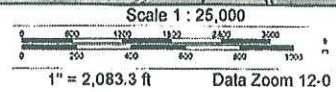
10. Farmington Country Club – This is an approximately 37.4-acre parcel with a street address of 806 Farmington Avenue in Farmington. The location is too far south to satisfy Cellco's Farmington North 2 coverage objectives.
11. Women's Health Property – This is an approximately 3.6-acre parcel at 22 Waterville Road in Avon. The location is too far north to satisfy Cellco's Farmington North 2 coverage objectives.
12. River Farms Property – This is a parcel located off Route 10 in Avon. The location is too far north to satisfy Cellco's Farmington North 2 coverage objectives.
13. Charles Atkinson Property – This is an approximately 3-acre parcel at 117 Cider Brook Road in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
14. Damico/Matteo Property – This location consists of two parcels at 610 Waterville Road (approximately 3.4 acres) and 630 Waterville Road (approximately 6 acres) in Avon. Wetlands and multiple watercourses located on these properties would make finding a suitable location for development extremely difficult, if not impossible.
15. Julianne Wayne Property – This is an approximately 13.1-acre parcel at 219 Cider Brook Road in Avon. The wetlands located on this property would make finding a suitable location for development extremely difficult.
16. Frank Zawisa Property – This is an approximately 3.8-acre parcel off Route 10 in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
17. Phillip Schenck (now Emer Coyne) Property – This is an approximately 8.8-acre parcel at 595 Waterville Road in Avon. The majority of this property is encumbered by wetlands and a floodplain associated with the Farmington River, which would make finding a suitable location for development extremely difficult, if not impossible.
18. Bruce Manternach Property – This is an approximately 23.6-acre parcel at 112 Cider Brook Road in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.

19. Tillottson Road/CL&P Structure – In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
20. Route 10/CL&P Structure – In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
21. Merrifield/Coyne Property – This is an approximately 17.25-acre parcel at 575 Waterville Road in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
22. Charlotte Church Property – This is an approximately 2.2-acre parcel at 47 Cider Brook Road in Avon. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.
23. Lackey Property – This is an approximately 6-acre parcel at 691 Waterville Road in Avon. This property is located within the floodplain for the Farmington River, which would make finding a suitable location for development extremely difficult, if not impossible.
24. Arute Property – This is an approximately 20-acre parcel at 345 Waterville Road in Avon. The location is too far north to satisfy Cellco's Farmington North 2 coverage objectives.
25. Low Property – This is an approximately 8.1-acre parcel at 333 Waterville Road in Avon. The location is too far north to satisfy Cellco's Farmington North 2 coverage objectives.
26. Pachucki Property – This is an approximately 3.3-acre parcel at 4 Hickory Hill Road in Avon. The location is too far north to satisfy Cellco's Farmington North 2 coverage objectives.
27. Percival Property – This is an approximately 4-acre parcel at 25 Hickory Hill Road in Avon. The location is too far north to satisfy Cellco's Farmington North 2 coverage objectives.
28. Farmington Country Club – This is an approximately 93.9-acre parcel off Route 10 in Farmington. The location is too far south to satisfy Cellco's Farmington North 2 coverage objectives.
29. Farmington Polo Grounds – This is an approximately 59.5-acre parcel located at 152 Town Farm Road in Farmington. In order for Cellco to satisfy its coverage objectives in the area, a facility with an overall structure height of 200 feet or greater would be required at this location.

DELORME



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 www.delorme.com



280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
jmiranda@rc.com
Direct (860) 275-8227

Also admitted in District of
Columbia and Massachusetts

Via First Class Mail

March 21, 2008

CSC Docket #374
EXHIBIT 23

Jeffrey Ollendorf
Planning Department
Town of Farmington
1 Monteith Drive
Farmington, CT 06032

**Re: Cellco Partnership d/b/a Verizon Proposed Wireless Telecommunications
Facility, 199 Town Farm Road**

Dear Mr. Ollendorf:

In response to concerns from Town of Farmington (Town) residents, you recently contacted our office requesting additional information about the visibility of Cellco Partnership d/b/a Verizon Wireless' (Cellco) proposed wireless telecommunications facility (Facility) from the Devonwood community. In particular, concerns were raised that the application that Cellco submitted to the Connecticut Siting Council did not include any photographs of views from Devonwood.

As we discussed, we have confirmed with Cellco's consultant, Vanasse Hangen Brustlin, Inc. (VHB), that no photographs from the Devonwood neighborhood were included in VHB's Visual Resource Evaluation Report because VHB's modeling and field recognizance established that the Facility would not be visible from the Devonwood neighborhood. In particular, VHB determined that views from Devonwood would be obstructed, as shown on the attached aerial photograph, by the expansive, densely wooded area located on other property owned by the Town between Devonwood and the proposed Facility.



Law Offices

BOSTON

HARTFORD

NEW LONDON

STAMFORD

WHITE PLAINS

NEW YORK CITY

SARASOTA

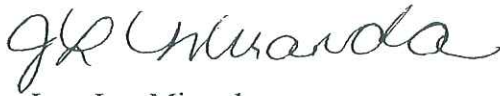
www.rc.com

ROBINSON & COLE^{LLP}

Jeffrey Ollendorf
March 21, 2008
Page 2

We trust this letter addresses your inquiry. However, if you have any questions or require additional information, please do not hesitate to contact me. Thank you.

Sincerely,



Joey Lee Miranda

Enclosure

Copy to: Sandy Carter



Located here was one of the outstanding engineering achievements of the canal, a 280 foot aqueduct comprised of seven 40 spans, carrying it 30 feet above the Farmington River. 3 of the 6 piers lasted until 1955, when they were removed by the Army Corps of Engineers. Now only the end abutments remain.

A feeder canal was built from Unionville to Farmington to supply water for maintaining an adequate flow in the canal. A crib dam was constructed across the Farmington River in Unionville to divert water to the canal. Portions of this feeder canal remain, completely masked by vegetation.

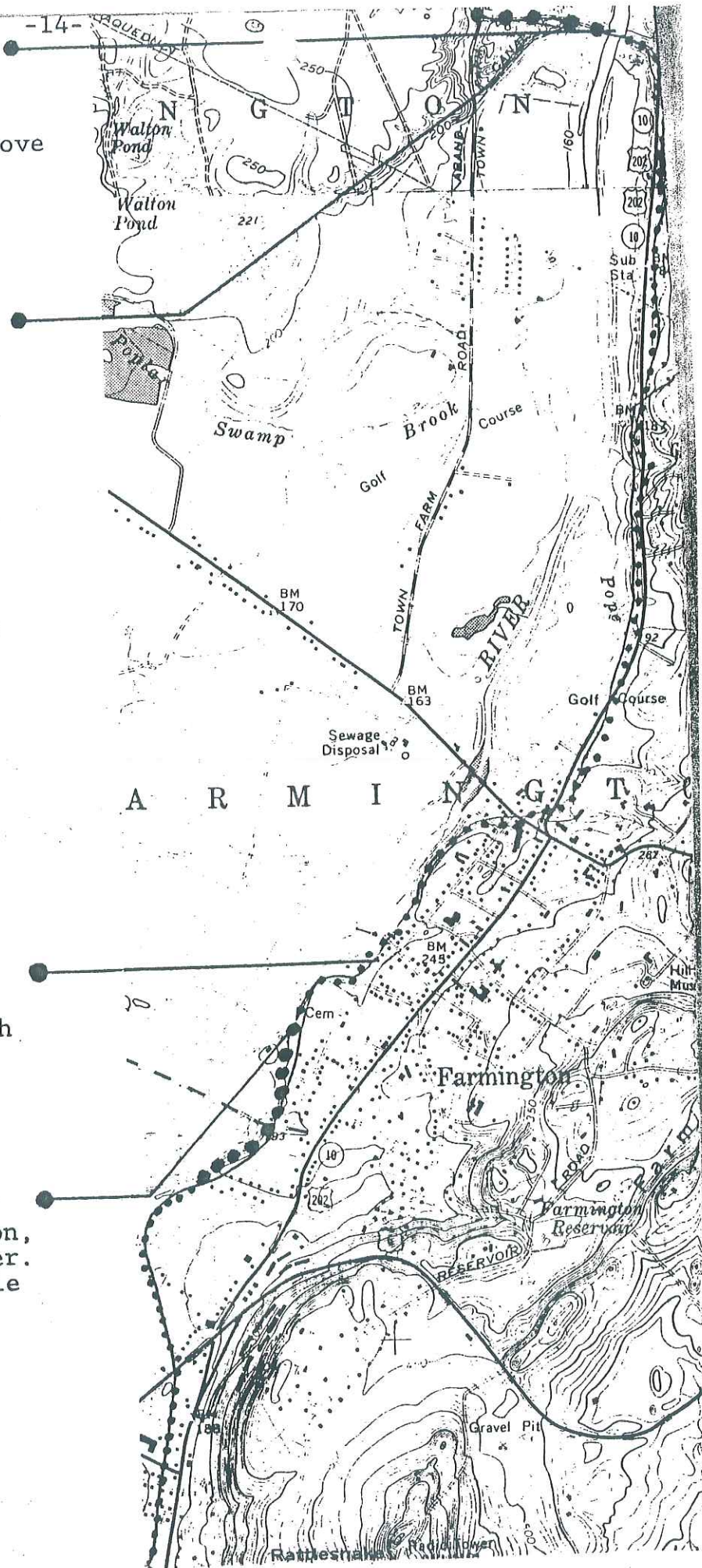
Except for scattered traces along Route 10, the canal route is again lost to the east of the river.

③
Farmington

The Union Hotel, now part of the Miss Porter's School, was typical of the hostleries which sprung up along the canal to accommodate travelers.

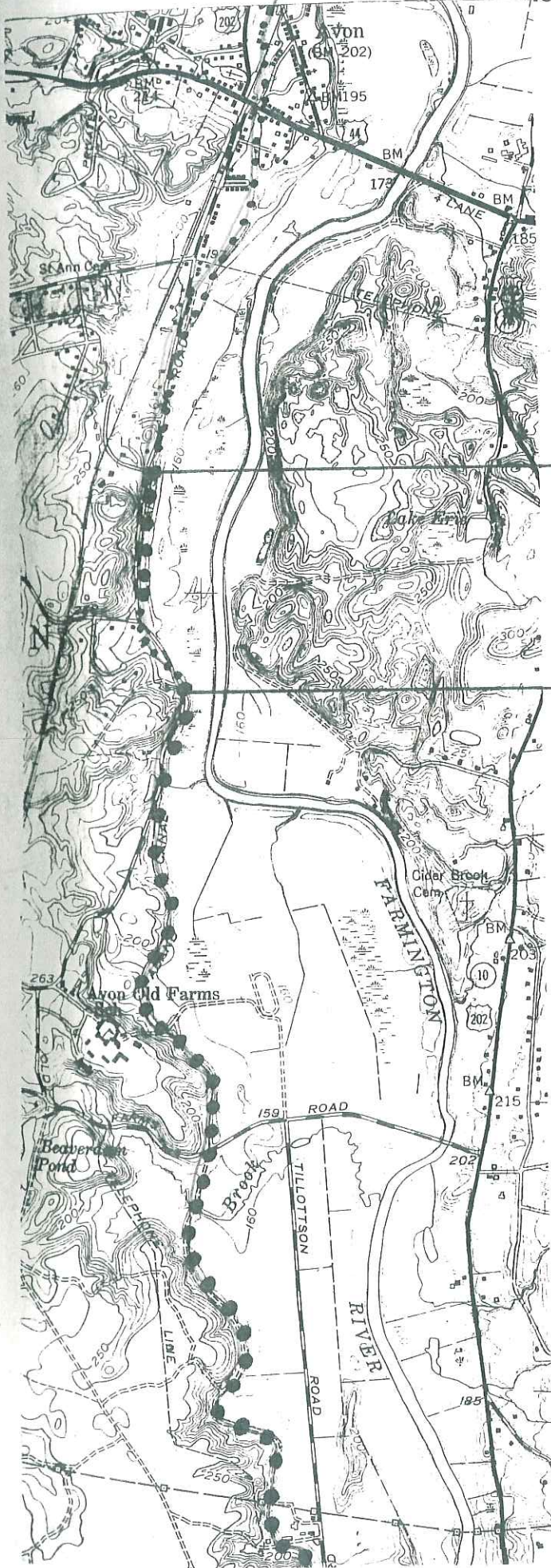
Traces of the canal appear in the southern part of Farmington, overlooking the Pequabuck River. A very short segment is visible in the cemetery, and further south, a 1000 foot segment remains.

CSC Docket #374
EXHIBIT 24



The canal has been almost eliminated by development in Avon Center and along Old Farms Road as far south as Sandscreen Road.

EXHIBIT E



- A single bank of the canal becomes noticeable as a distinct landscape feature for 2000 feet, until it is intersected by Old Farms Road.

- Here the canal reappears as a berm running alongside the road. From this point the canal bed is clearly evident with one or both banks intact for a distance of almost 2.5 miles - as far as the Farmington River crossing. This stretch, behind Avon Old Farms School, is almost entirely wooded, with many large trees standing in the bed itself.

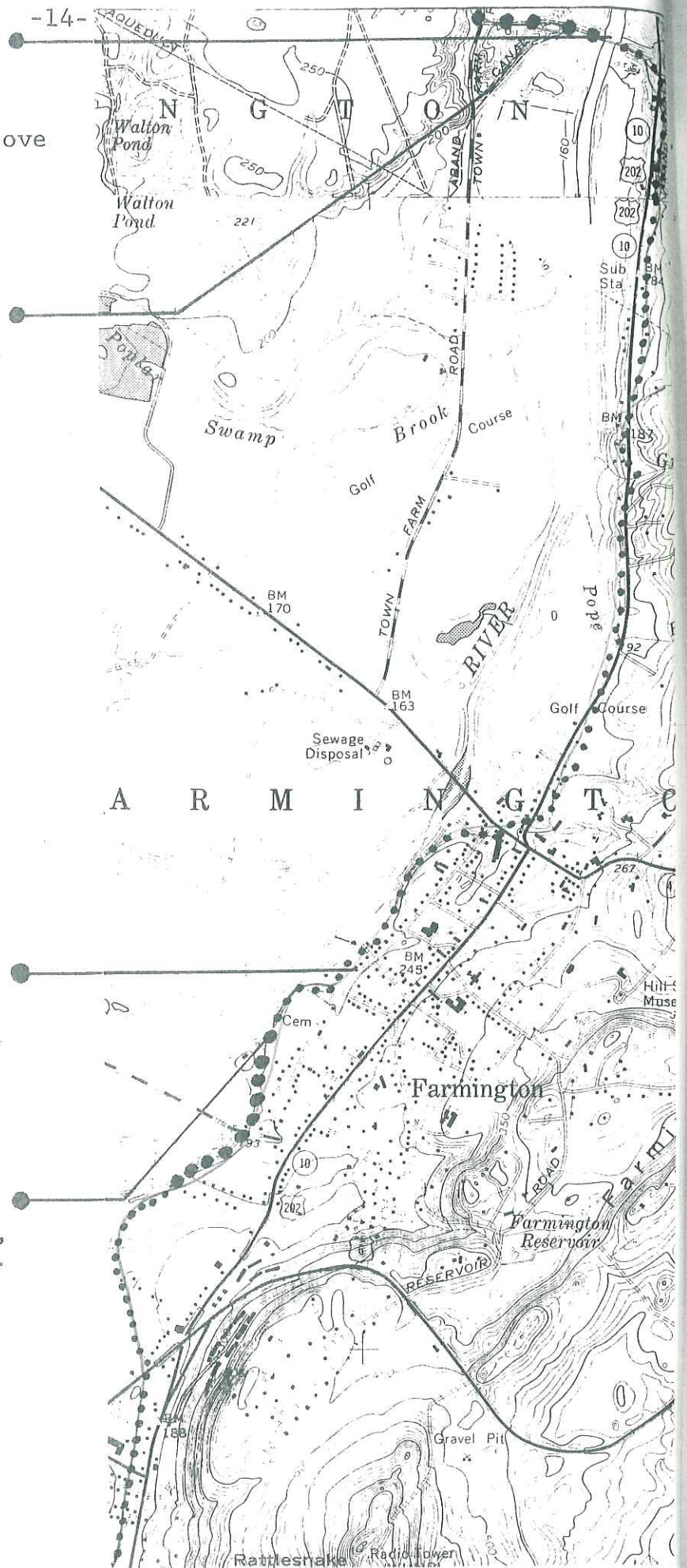
Located here was one of the outstanding engineering achievements of the canal, a 280 foot aqueduct comprised of seven 40 spans, carrying it 30 feet above the Farmington River. 3 of the 6 piers lasted until 1955, when they were removed by the Army Corps of Engineers. Now only the end abutments remain.

A feeder canal was built from Unionville to Farmington to supply water for maintaining an adequate flow in the canal. A crib dam was constructed across the Farmington River in Unionville to divert water to the canal. Portions of this feeder canal remain, completely masked by vegetation.

Except for scattered traces along Route 10, the canal route is again lost to the east of the river.

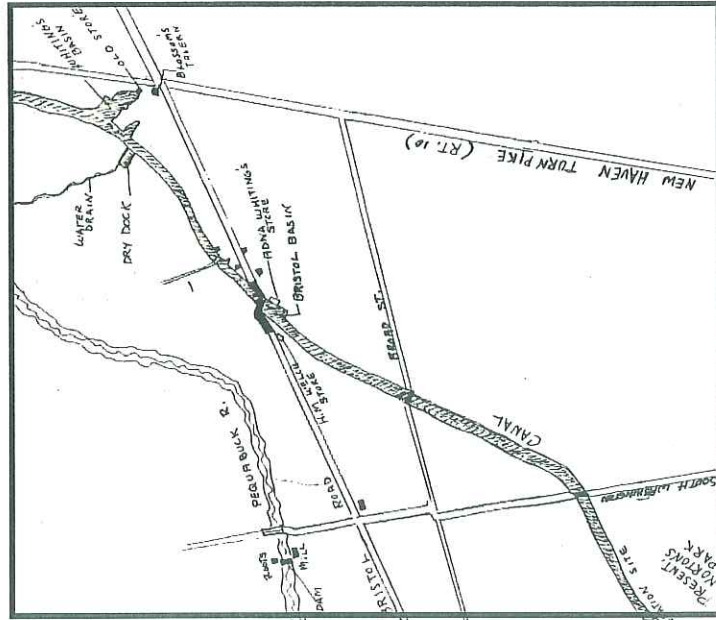
The Union Hotel, now part of the Miss Porter's School, was typical of the hostleries which sprung up along the canal to accommodate travelers.

Traces of the canal appear in the southern part of Farmington, overlooking the Pequabuck River. A very short segment is visible in the cemetery, and further south, a 1000 foot segment remains.



The Plainville Historic Center
 29 Pierce Street
 Plainville, CT 06062
 1-860-747-6577

You will find a wonderful source of reference material on the canal in our files. There is a Canal room which boasts a large diorama of the canal Whittings' store, Bristol basin, artifacts and paintings. We offer bus tours and lectures dedicated to the history of the waterway. Call for information or appointment.



CSC Docket #374
 EXHIBIT 25

Printed By:
 Plainville Historical Soci
 Funded by:
 The Tomasso Grov
 Ruth Sharp Humm
 Town Historian
 2008

The Farmington Canal

1828-1848

New Haven - Northampton

On the National Registry of Historic Places



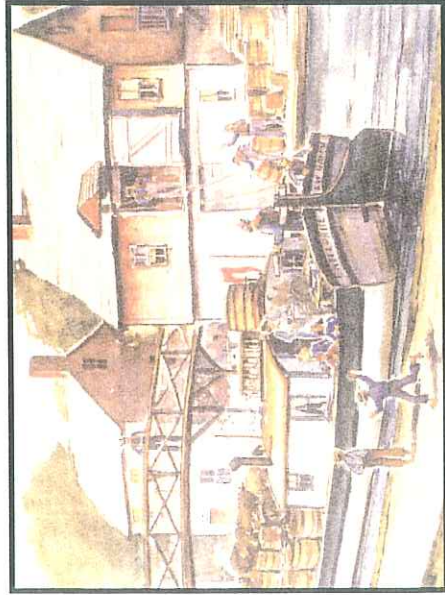
Restored Canal, Norton Park

The Farmington Canal contributed greatly to the growth and importance of Plainville, then part of Farmington. It helped establish mercantiles, industries, churches and opened all sorts of horizons for the local people.

The Boats

Freight boats were up to 70 feet long, passenger boats, also called packets, 65 feet long.

All were pulled by horses on the towpath. Teams were of various numbers, depending on the load and the craft.



Ray Holden

Cargo leaving town might include tinware, clocks, lumber, carriages, firewood, wagons, copper ore, brass, agricultural products, cheese, cider, cider brandy, new barrels, and Plainville also shipped hundreds of corn brooms.

Some items were transferred to ocean going ships in New Haven.

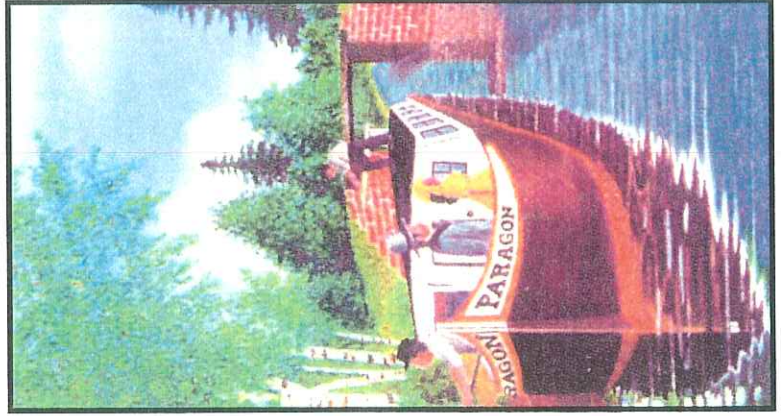
Warehouses sprouted up, especially south of Bristol Basin (Plainville Center) built by Bristol Clock Makers, for safe storage of clocks.

The Power

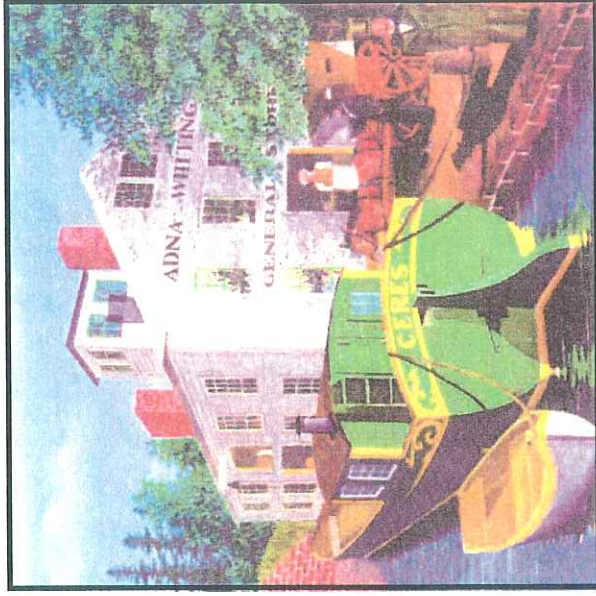
Farmers with horses and/or oxen hired them out to work on building the canal as it inched across town.

Providence for work animals and food for workers were another source of revenue.

Man and animal \$1.50 per day
Man alone \$1.00
Irishmen \$.40 per day
plus a ration of "grog"



Two large mercantiles were built, and prospered. Adna Whitings' store in the center of town, right on the canal basin, sold everything from parasols to harnesses.



The other store was near the corner of Rtes. 372 and 10, north of Blossoms Tavern, also a busy place as boats came and went.

Blossoms Tavern, also at that location, was demolished in the early 2000's and the store in the 1920's.

CSC Docket #374
EXHIBIT 26





MEMORANDUM

TO: Kathleen A. Eagen, Town Manager

FROM: Erica P. Robertson, Assistant Town Manager

DATE: October 28, 2008

SUBJECT: Web Page Picture

Per your request, I am responding to the inquiry on the Town of Farmington web page. Specifically, the home page picture. You asked when the picture was changed.

In June I directed staff at Acsys to change the picture from a fall landscape at Fisher Farm to a Farmington River picture. I decided as manager of the web page to keep a more generic picture, that was not strongly depicting a specific season, on the front page of the town's website. They completed the changes on June 6, 2008.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2132

November 10, 2008

CSC Docket #374
EXHIBIT 27

Dr. David R. Edelson D.M.D.
11 Begravia Terrace
Farmington, CT 06032

Dear Dr. Edelson:

This is in response to your letter to Commissioner Joseph F. Marie regarding the designation of a scenic road in the town of Avon.

The Scenic Road designation process, overseen by the Department of Transportation, only applies to state maintained roadways. Tillottson Road is a town owned road, therefore, does not meet the main requirement. I have driven this roadway many times and agree with your assessment of the unique scenic and agricultural elements this section of road represents.

Enclosed is a copy of the state scenic road designation process and a copy of the legislation that enacted this program, for your reference and use.

Thank you for your interest in preserving the scenic beauty of our State. If you have any questions or need additional information, please do not hesitate to contact me at (860) 594-2132.

Very truly yours,

Colleen A. Kissane
Chairperson
Scenic Road Advisory Committee

Enclosures

INSIDERS' GUIDE®

CSC Docket #374

EXHIBIT 28

Off the Beaten Path™

SEVENTH
EDITION



connecticut

A GUIDE TO UNIQUE PLACES

DAVID AND DEBORAH RITCHIE
Revised and updated by Joan and Tom Bross

INSIDERS' GUIDE®

Off the Beaten Path

The essential guide to extraordinary travel

Praise for a previous edition

"A superb guide. . . It invites the adventurous to explore the highways and byways of the Nutmeg State in search of hidden places."

—Connecticut Parent magazine

Tired of the same old tourist traps? Take the road less traveled and uncover the hidden attractions, unique finds, and unusual locales other guidebooks just don't offer. *Off the Beaten Path*® features the things you'd want to see—if only you knew about them! From the best in local dining to quirky cultural tidbits, you'll say over and over again: "I didn't know that!"

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Farmington Antiques Weekend

Travel about 1½ miles on Town Farm Road to the verdant pastures of the **Farmington Polo Grounds**, 152 Town Farm Road. (860) 677-8427. Most weekends between Mother's Day and Columbus Day, this spot hops with activity from various shows. In early June and over the Labor Day weekend, the Polo Grounds host the Farmington Antiques Weekend; (860) 677-7862, one of the most prestigious (and colossal) antiques shows in the country. Ralph Lauren, Steven Spielberg, and Barbra Streisand are style-setters who have been spotted here. The quintessential Farmington Antiques Weekend story is the one about the dealer who asked Robert Redford to show his driver's license before accepting his check.

Veteran showgoers know the ins and outs of successful antiquing, so take note of the following rundown. (Other events at the Polo Grounds include: two huge craft fairs, held over Mother's Day and Columbus Day weekends, folk-art shows, chilli cook-offs, and horse shows.)

No matter whether you attend in the spring or fall, the Farmington Antiques Weekend is one mammoth show. Here's how to make the most of the show:

Don't dress to kill. Yeah, it's a kind of chi-chi show with an upscale crowd, but wear comfortable clothes and shoes. Don't forget your hat, sunglasses, and sunblock.

Stormy weather. It's more likely the spring show will be washed out, but Labor Day is smack dab in the middle of hurricane season, so be prepared. Umbrellas are OK, but a rain hat and poncho or foldable raincoat is better.

Hands-free. Forget the designer leather bags. Bring a fanny pack or, better yet, a backpack for money and personal things. A folding tote bag for carrying small breakable stuff is also helpful.

Bring folding green. Forget charge cards and even checks. You'll get the best deal if you pay in cash. Many dealers and the food vendors can't break large bills (and many are suspicious of counterfeit \$50s and \$100s), so bring along small bills.

You'll pass a monster forty-five-hole golf course called **Tunxis Plantation Country Club and Golf Course**, 87 Town Farm Road: (860) 678-7128. How Tunxis Plantation Country Club came into being is something of a local legend. Denied membership in one of Farmington's snootier golf clubs, a local developer simply built his own. Golfers of our acquaintance highly recommend the place, especially for autumn golfing. Tunxis Plantation usually opens around Easter and closes mid-November. Open 7:00 A.M. to 7:00 P.M. weekdays, 6:00 A.M. to 7:00 P.M. weekends. The clubhouse serves food.

About 2 miles past Tunxis Plantation you'll happen upon the **Simmons Family Farm**, 199 Town Farm Road: (860) 679-9388. This was one of the oldest family farms in Connecticut, but in 2001 it was bought by the town of Farm-

Nix the early admission. Unless you're a dealer or have a long or very specific hit list, don't pay the early buyers fee (\$20 per person for admission between 7:00 and 10:00 A.M.), but do arrive as close to the 10:00 A.M. general public show opening as you can.

Bring extra water. Various service clubs sell beverages and food at the show, but we usually tote along some extra water. The field gets dusty, so pack some Wash & Dry towels or a damp washcloth for mopping up. The food at the show is just OK, so bring a snack and eat elsewhere after the show.

Leave tiny tots and dogs at home. Neither will have a good time. It's hot, crowded, dusty, and full of boring, big-people stuff. And the tents are chockablock with fragile, very expensive pretties that tempt tiny hands and wagging tails.

Use the porters. It doesn't cost much to have them haul your treasures to your car.

It's easy to get lost. Set up a meeting place like the main food tent or the ATM for reunions. Also, it's a good idea to decide who stays put and who hunts if someone wanders off.

Use your program to mark dealers and to take notes. Trust us, by the end of the show, you'll never remember where you saw the perfect Roseville vase at 10:00 A.M.

If you snooze, you lose. When you find the absolutely perfect whatever, snag it.

Prices are relatively high at the Farmington show, but if you ask, most dealers will do a little better on the price. Nonetheless, the discounts might not be as generous as you're accustomed to. The closer you get to the end of the show, the easier it is to dick'er.

Be prepared. Bring a notepad, pen, and measuring tape. Bring measurements of any space at home you want to fill.

ington. Be sure to see the rolling meadows in this gentle valley. They are marked by glacial mounds left by the last Ice Age. During spring and fall you can often see a raft of wild turkeys grazing in the fields. Yes, *ryfler* is the term for a flock of turkeys. The farm's vegetable stand is open from tomato and corn season through pumpkin season. You'll also find wonderful tiny nubbin new potatoes, squash, some herbs, and colorful bouquets of old-fashioned kitchen garden flowers.

Crossing into Avon, follow Town Farm Road to its end. If you turn left, you travel the narrow, winding roads past **Aron Old Farms School**. This private school for boys was designed by Theodore Pope Riddle of Hill-Stead Museum fame. The buildings are modeled after cottages in Green Britain's

EXHIBIT 29

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175th Upcoming Events

Printer-Friendly Version

Avon's 175th Anniversary Celebration

Upcoming Events

April 1 - 2. Great Avon Photograph, Archive and Artifact Search, 10 a.m. - 2 p.m. at the Avon Free Public Library. Residents are encouraged to bring item(s) related to Avon's history during this open house with the Directors of the Avon Free Public Library and the Avon Historical Society. Consider donating or having your item reproduced for their collections.

April 3, 2005, Avon Old Farms School, 3 p.m. Enjoy an organ and choral concert and reception sponsored by Avon Old Farms School to celebrate Avon's 175th anniversary. Performing will be Ezequiel Menendez, director of music since 1998 at the Cathedral of St. Joseph and an Avon resident. The concert is free but space is limited. Those wishing to attend are asked to contact Nora Howard at 678-1043 or oakeshoward@aol.com to reserve their places. Reservations will be taken on a first-come, first-served basis. The concert will be followed by a reception. On display will be vintage photographs of Avon.

Thursday, May 5, 2005, 7:00 pm. Attend a special meeting and reception sponsored by the Avon Town Council to commemorate Avon's Incorporation on May 5, To be honored are former members of the Council and Board of Selectmen and Town Managers. Avon High School, 510 West Avon Road. RSVP by April 28, Caroline LaMonica, 409-4311.

Saturday, May 14, 2005. Genealogy Workshop at Avon Library 10:00 a.m. - noon. The Avon Free Public Library and the Avon Historical Society will present a genealogy workshop, "The Internet and Genealogy - You Want Me to Google What? What Do You Mean, I Need to Yahoo?" The event is free and open to the public. No registration is required. Leading the workshop will be Judy and Paul Steiner. They will cover sources for genealogy information on the Internet, basic research and documentation techniques using the Internet, and Internet security.

June 4 - 25, 2005. "Let's Create" Art Show at Avon Library - Artists Needed. Throughout the month of June, the Avon Free Public Library, Avon's 175th Anniversary Celebration Committee and the Friends of the Avon Library will sponsor a special exhibit of postcard-sized creations on the theme of "Avon". It will be held in the Community Room of the library. The goal is to include as many Avon residents and friends as possible - artists of all ages, visitors to the exhibit and those who wish to purchase items. There will be an opening reception for the artists and the public on Friday, June 3, 5 p.m. - 8 p.m.

Original artwork must measure 4" by 6" and relate to life in Avon. The entry fee is \$1.00 per artwork with a limit of three entries per person. Children under 12 may participate free and are limited to one entry each. Participants may use any creative medium they choose, including photography.

Descriptive brochures (with entry forms) and protective plastic sleeves are available at the library's main desk. Participants are asked to deliver their art to the Community Room on May 25, 1:00 - 6:00 p.m., or May 26, 10:00 a.m. - 2:00 p.m. Volunteers from Avon organizations will be staffing the Community Room during the show.

Also on view and for sale during the exhibition will be a handmade quilt created and donated by Avon resident Marge Will. Proceeds from the sale of the quilt, designed especially for the 175th anniversary of Avon, will benefit the Marian Hunter History Room at the library.

June 5, 2005. 2-6 PM. Town-wide pasta supper. Old Farms Road. Dancing in the streets, live band, strolling musicians, table decorating contest with Avon celebrity judges. Ticket donations are \$15 adults and \$7.50 for children and under. There will be seats for over 1,400 people of all ages, all gathering at tables of eight, stretching from Route 44 to Rotondo Precast. Area restaurants will donate their services, preparing food under tents along Old Farms Road. Reservations required. Deadline is May 22nd. Every Avon resident will receive a ticket order form in the mail. Tickets can be ordered from Mary Harrop, 678-1538.



September 10 - 11, 2005, 10 a.m. - dusk. Simmons Family Farm Days, 184 Town Farm Road. Tour this historic site and dairy barn and visit the farm stand for fresh pumpkins, fruits, vegetables, eggs and breads.

CSC Docket #374
EXHIBIT 30

1R Meditation Classes, Wisdom of the Ages, Simsbury, call for information and reservations, 651-1172

Salons at Stowe: Literacy for Adults, Harriet Beecher Stowe Center, Hartford, 5-7 pm, P's requested, free to the public, 522-9258 x 317

5 Course Wine Dinner with Sarah Jenkins, Metro Bis, Simsbury, 6:30 pm, reservations required, 651-1908

21 "A Night out in Style," Gifts of Love, Avon, sponsored by some of our FVVA members including Old Avon Village, The Shoppes at Farmington Valley, and The Hair Loft, 7pm, reservations and ticket purchase: 676-2323

Wine Tastings every Friday night from 5-7 pm at the **Farmington Gourmet Wine & Spirits** 230 Farmington Avenue, Farmington, 677-4937. General Manager Paul LoCascio invites you to enjoy these free wine tastings.

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October 2008

2 Creativity Workout – Monotypes from Plate to Paper by Paula Billups, Farmington Valley Arts Center, Avon, 7-8:30 pm, \$5, 678-1867

2 Christian College Fair, The Master's School, Simsbury, 10am-12pm, 651-9361

3 Patricia Guadagnolia Piano Concert, Avon Free Public Library, Avon, 7:30 pm, 673-9712

4 15th Annual Fall Festival, Holcomb Farm, Granby, 10:30 – 4:30 pm, 844-8616

4 Women's Self Defense Workshop presented by Soroptimists, Canton, 2-4 m, \$5 donation, reservations, 614-5676

4 Avon Historical Society's Cow Chip Raffle, Simmons Farm, Avon, 2 pm, \$5 per square, 677-4690

4 "Night Visions," Opening Reception, Farmington Valley Arts, 7-9 pm, masquerade attire, 678-1867

4 Impressionism with Carolann Dvorak-Brewer, Farmington Valley Arts Center, Avon, 10-2, 678-1867

4,5 Farmington Valley Quilt Festival 2008, Art, Craft, Tradition, at The Hartford, Simsbury, 10/4: 10am-5pm; 10/5: 10am-4pm, \$8 admission, www.fvqi.prg

5 Collinsville Auction, held at Green Crow Art & Antiques and Gallery 101 Main, Collinsville, 2 pm, 693-1785

5 First Sunday Gallery Talk: Whistler & the Popes, Hill-Stead Museum, Farmington, 1 pm, museum admission, 677-4787

5 First Sunday Guided Estate Walk, Hill-Stead Museum, Farmington, 2 pm, museum admission, 677-4787

9 "Little Wave and Old Swell," conversation and book signing with artist/illustrator Catherine Elliott and author, Jim Ballard, Farmington Valley Arts Center, Avon, 678-1867

9 "Race, Gender and Politics Today," Harriet Beecher Stowe Center – Salons at Stowe

Artist Rendering of Farm Scene
by local Avon artist
Jill Imse

To be brought to Hearing on May 14th 2009

CSC Docket #374

Exhibit #31



April 22, 2009

CSC Docket #374

EXHIBIT 32

Login or register



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Historic Barn Tour Planned As Fundraiser

April 21, 2009

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- Jobs
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- Items For Sale
- Place An Ad

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AREAWIDE - A tour of barns in the Farmington Valley is planned for May 9 as a fundraiser for historic preservation in the area. The tour will visit five barns in Granby, Simsbury, Farmington, Avon and Canton. It is being held by the Farmington Valley Visitors Association, the Hill-Stead Museum of Farmington and the historical societies of Avon, Canton, East Granby, Farmington, Granby and Simsbury.

The first stop will be at the Salmon Brook Historical Society in Granby, then Tulmeadow Farm in Simsbury followed by the Simmons Family Farm in Farmington, Cold Spring Farm in Avon and the Perry Farm in Canton.

Included in the cost of the program is a lecture on May 7 about the area's historic barns. Todd Levine of the Connecticut Trust for Historic Preservation will give the lecture, which will be at the Phelps Tavern Museum, at 800 Hopmeadow St., Simsbury. Tickets to the lecture and the bus tour are \$30 and reservations must be made by May 1. For information or reservations, call the visitors association at 860-676-8878.



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Historic Barn Tour Planned As Fundraiser

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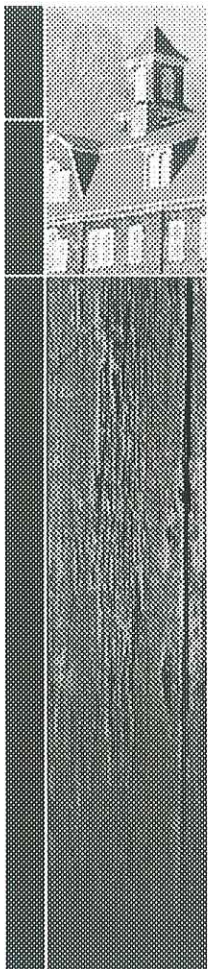
The Hartford Courant 4/22/09

Historic Barns of Connecticut

A CONNECTICUT TRUST FOR HISTORIC PRESERVATION PROJECT

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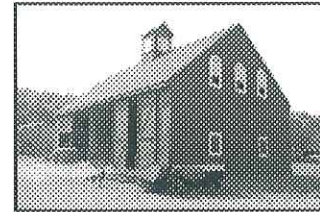
- Overview
- Use & Accessibility
- Environment
- Typology & Materials
- History
- Photos

Building Name (Common)

Walnut Grove Farm, Tillotson family

Address

184 Town Farm Road
Farmington



Building Typology

Unknown

CSC Docket #374
EXHIBIT 33

Field Notes

c.1800

By 1906, when Edwin Tillotson and his son, Hezekiah, were the owners, it had been farmed for more than a century by their ancestors, E. W. and N. W. Tillotson. It is one of the few farms in town that have survived from the 18th century.

In 1926, Theodate Pope bought the farm and acreage across the road, where there was a long glacial esker. On and at the foot of the esker she pastured flocks of sheep. When the dairy barn at Hill-Stead burned in the 1930s, the prize Guernsey herd was moved here to the large barn she had built in 1926.

After WWII, when Avon Old Farms was leased to the government as a rehab center for those blinded during the war, rooms in the Tillotson house became hospital rooms for the veterans until they were ambulatory and could then be housed at the school.

Stanley Fisher, Avon entrepreneur and philanthropist, purchased the property just before the '55 flood. Dick Merritt operated the farm and dairy from 1948-1988.

In 2001, the town of Farmington bought the south and dairy side of the farm from the Fisher family. The town of Avon later bought the north meadows. Both towns now lease to Mr. and Mrs. Ron Simmons, who run the dairy.

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