



AMERICAN TOWER®
CORPORATION

July 26, 2011

via electronic mail

Melanie A. Bachman, Staff Attorney
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

**American Tower Corporation's Request to Reopen the Public Hearing for
Connecticut Siting Council Docket No. 415 and to Intervene for
the Purposes of Promoting Collocation and Infrastructure Sharing
at 87 West Quasset Road in Woodstock, Connecticut.**

Attorney Bachman,

American Tower Corporation (hereafter "American Tower") owns and operates, through its subsidiary American Towers Inc., a telecommunications facility at 87 West Quasset Road, in Woodstock, Connecticut, more particularly known as lots 3 & 4 of block 66, on Woodstock Tax Assessor's Plat Map 6393 (the "Property".) American Tower enjoys a land lease for use, access, and ground rights with the Property's owner via the assignment of a June 1997 lease by the facility's original owner, Tower Sites, Inc. (*See Exhibit 1 - Original Land Lease.*) In October 2002, American Tower negotiated an important increase in ground rights with the Property owner as well as an extension of the lease term until June 2027. (*See Exhibit 2 - First Amendment.*)

The above-described telecommunications facility is within the Connecticut Siting Council's (the "Council") jurisdiction and duly recognized in the Council's Database of Approved Telecommunications Sites. Presently, Cellco Partnership d/b/a Verizon Wireless (the "Applicant"), seeks under Docket Number 415, a Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a telecommunications facility also at 87 West Quasset Road in Woodstock, Connecticut. If approved, such facility would also be under the Council's jurisdiction. On June 16, 2011, the Council requested information from American Tower regarding its existing facility at the West Quasset Road location. American Tower responded to the Council's questions in a letter dated June 27, 2011. (*See Exhibit 3 - American Tower Letter.*)

Consistent with the objectives of the Connecticut Siting Council and §259 of the Federal Telecommunications Act of 1996, American Tower also seeks to prevent the unnecessary proliferation of towers by promoting collocation and infrastructure sharing. American Tower requests that the Council reopen the public hearing for Docket Number 415 and allow American Tower to intervene for the purpose of furthering the above-listed objectives. The risk of deviating from such objectives without reviewing all alternatives is too great in an industry striving to balance need and sensible development with market barriers and public opposition.

Re: American Tower Corporation's Request to Reopen the Public Hearing for Connecticut Siting Council Docket No. 415 and to Intervene

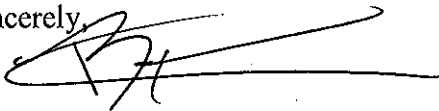
American Tower encourages the Council and the Applicant to re-explore collocation and infrastructure sharing at the Property, especially in light of what American Tower believes is a thematic misunderstanding in the Applicant's Post Hearing Brief. Specifically, that American Tower is unable to obtain necessary property rights at the Property that would allow for, if necessary, redevelopment of the existing telecommunications facility to accommodate the Applicant's equipment. (*See Exhibit 4 – Applicant's Post Hearing Brief, p.1, para.2; Id. p.6, para.3.*) In fact, nearly 10 years ago, American Tower negotiated a lease amendment with the Property's owner to increase American Tower's effective lease area by 38% and extend the leasehold term through June of 2027. (*See Exhibit 2.*) The fruits of such amendment empower American Tower to redevelop its existing facility at the Property to support additional telecommunications equipment. Most importantly however, American Tower negotiated a lease amendment with the Applicant in March of 2008 whereby the Applicant committed to installing their equipment on a redeveloped tower at American Tower's existing telecommunications facility at 87 West Quasset Road. (*See Exhibit 5 – Amended and Restated Lease Supplement.*) Consistent with American Tower's global master lease agreement with the Applicant, the above-described amendment is effective until August of 2020.

American Tower strongly believes in sensible, deliberate, and well coordinated development and redevelopment. Therefore, American Tower generally does not commence permitting and physical site development on speculation. Rather, American Tower prefers to perform initial due diligence, achieve a contractual obligation with at least one (1) customer, and then coordinate development or redevelopment activity with the customer prior to capital investment. In the present case, American Tower has performed critical steps in the due diligence process for this site including, a contractual obligation with the Applicant (*See Exhibit 5*), the preparation of conceptual construction drawings (*See Exhibit 6- Construction Drawings*), and communicating with the Town of Woodstock. (*See Exhibit 7 - Letter from Town of Woodstock.*) To the best of American Tower's knowledge and belief, only the coordination of redevelopment activity with the Applicant remains prior to commencing formal permitting with the Siting Council at American Tower's West Quasset Road facility.

For the forgoing reasons, American Tower Corporation respectfully requests that the Connecticut Siting Council motions to reopen the public hearing for Docket Number 415 and allows American Tower to intervene for the purpose of reviewing this matter with Council members and clarifying what may be a misunderstanding among interested parties.

Please contact me at (781) 926-4737 with any questions.

Sincerely,



Brandon Ruotolo, Zoning Attorney
American Tower Corporation

EXHIBIT 1

ALL
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INDENTURE OF LEASE

THIS INDENTURE made this 10th day of June, 1997, by and between HAROLD R. BISHOP of the Town of Woodstock, County of Windham and State of Connecticut, hereinafter called the "Lessor", and TOWER SITES, INC., a Connecticut corporation with its principal place of business in the Town of Woodstock, County of Windham and State of Connecticut, hereinafter called the "Lessee", WITNESSETH:

1. LEASED PREMISES. The Lessor has leased and does hereby lease unto the Lessee the parcel of land located on West Quassett Road in the Town of Woodstock, County of Windham and State of Connecticut, more fully described in Schedule A attached hereto.

2. TERM OF LEASE. This lease shall be for a term of five (5) years commencing June 1, 1997, and running through May 30, 2002.

3. RENT. For the premises described in paragraph 1 above, the Lessee agrees to pay the rent described in Schedule B attached hereto.

4. USES OF PREMISES. The Lessee shall utilize the premises for the operation, maintenance, alteration and repair of a communications facility for transmitting and receiving equipment, as Lessee may require limited to the existing tower and facility. Any enlargement of the existing tower to a height in excess of 200 feet; replacement of the existing tower structure, or erection of additional tower structures shall require the written consent of the Lessor. In the event the Lessee desires to make such additions, enlargements or improvements and is unable to obtain the Lessor's consent, after request for the same, then the Lessee may terminate this lease upon thirty days notice to the Lessor. Upon any such termination, the Lessee will remove all of its personal property and improvements by no later than the effective termination date.

5. REPAIR AND ADDITIONS. Notwithstanding the foregoing provisions, the Lessee shall be entitled to repair and/or replace its tower and related equipment should the same be damaged or destroyed by natural disaster, or act of god, without the consent of the Lessor. In addition, the Lessee shall be entitled to construct one (1) additional building on the premises, not exceeding ten (10') feet by twenty (20') feet, and upon completion of the same, the monthly rent shall be increased as set forth in Schedule B, hereafter attached.

6. PLACE OF PAYMENT. Any payment due from the Lessee to the Lessor under the terms of this Lease shall be made at the place the Lessor designates from time to time in writing.

7. OPTION TO RENEW. The Lessee's right to renew this Lease, if any, is described in Schedule C attached hereto.

8. COMPLIANCE WITH LAW. The Lessee shall, at its own expense, and under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the premises herein leased, including but not limited to the cleanliness, safety, occupation and use of the same.

9. TAXES. The Lessor shall pay all property taxes assessed against the land which is the subject of this Lease, and the Lessee shall pay all property taxes assessed by the Town of Woodstock against all improvements, equipment, and structures placed on the premises by the Lessee.

10. PERSONAL PROPERTY. The equipment and appurtenances thereto, placed on the premises shall be and remain the personal property of the Lessee and upon the termination of said Lease for any purpose, the Lessee shall have full power to enter onto the premises and remove all such personal property including any fixtures of any sort.

11. CLAIMS AND INDEMNIFICATION. All materials furnished for any work done on the premises by the Lessee shall be at the Lessee's sole cost and expense. The Lessee agrees to protect the premises and the Lessor from all claims of contractors, laborers, and materialmen, and also agrees to hold the Lessor harmless from any and all claims or demands of third persons for damage to the property or for death of or bodily injury to persons resulting from or arising out of the Lessee's operations in connection with the use of the premises, except when due to the negligence of the Lessor.

The Lessee shall indemnify, defend, and hold harmless and pay or cause to be paid to the Lessor the full amount of all damages to the property of the Lessor resulting directly or solely from the operations of the Lessee hereunder, and shall indemnify the Lessor and hold the Lessor harmless from and against all claims of any liabilities to third parties for injury to or death of persons, or loss of or damage to property, resulting directly or solely from the operations of the Lessee hereunder.

The Lessee shall maintain and provide proof thereof of a [REDACTED] liability insurance policy during the term of the Lease and provide for notice to the Lessor of any cancellation of said policy.

12. SUBLETTING. The Lessor grants to the Lessee a right to sublet portions of the leased premises to one or more Lessees which sublease may include tower space, ground space or equipment buildings, utility sheds or structures, and free and complete access from West Quassett Road.

13. ASSIGNMENT. The Lessee may fully assign its rights under this Agreement, to third parties, upon written notice to the Lessor. Any assignees will be bound and obligated under all terms and conditions hereof, as if an original party signatory.

14. DEFAULT. In the event any rent required to be paid hereunder is due and unpaid or that any other breach of the terms of this Lease occurs on the part of the Lessee, the Lessor's remedy shall be the remedy or remedies authorized and governed by the Summary Process laws of the State of Connecticut. However, in the event the premises are abandoned, it shall be lawful for the Lessor, his certain attorney, heirs, representatives or assigns to re-enter and repossess the premises and to remove and put out each and every occupant. In the event of default by nonpayment of rent, the Lessee shall have fifteen days from notice of default by the Lessor to cure any such default. Both parties recognize that this is a commercial lease and the Lessee waives any requirement for notice to quit. In the event the Lessee or any Sublessee files for protection under the United States Bankruptcy code, then it shall be considered a default. Also a failure to comply with any of the terms of this Lease shall be considered a default. In the event of default the Lessor shall have all options available at law or equity.

15. EXCLUSIVITY. This Lease shall grant the Lessee exclusive control over the leased premises and the Lessor shall not have the right to lease said premises for any other use or to any other party during the term of this Lease.

16. EMINENT DOMAIN. If the whole or any part of the leased premises shall be taken by any public authority under the power of eminent domain, the term of this Lease shall cease on the part so taken from the date the possession of that part shall be required for any public purpose, and rent shall be paid up to that day. The Lessor shall not, however, be entitled to any portion of the award to the Lessee for loss of business.

17. QUIET ENJOYMENT. Upon performing the foregoing covenants, the Lessor agrees that the Lessee shall and may peaceably and quietly have, hold and enjoy the leased premises for the term herein.

18. NOTICE. Wherever this Lease requires notice to be served on the Lessor or the Lessee, notice shall be sufficient if mailed by first-class mail with postage fully paid, to the last known address of the party to be served.

19. DESCRIPTIVE TERMS. Reference to the Lessor and the Lessee shall include individuals, partnerships, corporations, associations, trustees and any other entity where applicable, and references to the parties in the singular shall be deemed to include the plural where applicable.

20. ATTORNEYS FEES. In the event of default by the Lessee the Lessor shall be entitled to recover all costs of collection to include his costs and attorney's fee. It is further recognized that this is a commercial lease and the costs of collection are the actual out of pocket costs without limitation.

21. BINDING EFFECT. The obligations, responsibilities, benefits and rights of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective successors, heirs and/or assigns.

Signed, sealed and delivered in presence of:

Brian S. Mead
Brian S. Mead
Jeanne B. Methot
Jeanne B. Methot

Harold R. Bishop
Harold R. Bishop, Lessor

Edwin C. Higgins, III
Edwin C. Higgins, III
Jeanne B. Methot
Jeanne B. Methot

TOWER SITES, INC., Lessee
BY: Fernand E. Phaneuf, Jr., President

State of Connecticut ss. Thompson
County of Windham

On this the _____ of June, 1997, before me, Brian S. Mead, the undersigned officer, personally appeared Harold R. Bishop, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Brian S. Mead
Brian S. Mead,
Commissioner of the Superior Court

State of Connecticut ss. Putnam
County of Windham

On this the 26th day of June, 1997, before me, Edwin C. Higgins, III, the undersigned officer, personally appeared Fernand E. Phaneuf, Jr., who acknowledged himself to be the President of Tower Sites, Inc., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Edwin C. Higgins, III
Edwin C. Higgins, III, Notary Public
My Commission Expires: January 15, 1998

**SCHEDULE A
LEASED PROPERTY**

A certain tract or parcel of land located on the westerly side of West Quassett Road in the Town of Woodstock, County of Windham and State of Connecticut, bounded and described as follows:

Beginning at an iron pin in the ground in the westerly line of West Quassett Road, which iron pin marks the southeasterly corner of the within described tract of land and the northeasterly corner of land now or formerly of Edward Labenski and Veronica Labenski; thence in a westerly direction along a stone wall and land of said Labenski 94.00 feet, more or less, to an iron pin in the ground at a corner in said wall; thence in a northerly direction along said wall and land of said Labenski 15.00 feet, more or less, to an iron pin in the ground at the end of said wall; thence continuing in a northerly direction along other land of Harold R. Bishop 11.00 feet, more or less, to a corner; thence in an easterly direction along other land of Harold R. Bishop 104.00 feet, more or less, to a point in the westerly line of West Quassett Road and a stone wall; thence in a southwesterly direction along the westerly line of West Quassett Road 15.00 feet, more or less, to the end of said wall; thence in a southerly direction along the westerly line of West Quassett Road and a gateway 17.00 feet, more or less, to the point and place of beginning.

Being those premises depicted on a plot plan by CME Associates, Inc., Engineers & Planners, Woodstock, Conn. Entitled, "RADIO TOWER SITE PLAN, WEST QUASSETT ROAD, WOODSTOCK, CT., OWNER: HAROLD R. BISHOP, Scale: 1"=20', Date 1/17/91.

No as built or drawings to
depicd - Looks like may run
along road.

#6290 Bishop, LL
Atty: William St. Onge

SCHEDULE B
RENT

Initial Term: The Lessee shall pay the Lessor an annual rent of [REDACTED] in monthly installments of [REDACTED] commencing the 2nd day of June, 1997, during the initial five year term of said Lease.

Option Periods: In the event that the Lessee shall exercise the options to renew provided for in Schedule C, the rent shall be renegotiated at the time of the exercise of each option.

Additions: In the event the Lessee exercises its right to construct an additional building as provided in Paragraph 5, then the monthly rent shall be adjusted as follows:

1. Commencing as of the month of completion of such building, the rent shall increase to [REDACTED]

2. Commencing as of anniversary date of the lease, next following the initial rental increase noted above, the monthly rent shall increase by an additional [REDACTED] per month, for said yearly period; and then by said amount on each subsequent anniversary date thereafter for the remaining initial term of this lease agreement. See below:

1. Assuming construction in year 1 - rent as of month of completion and through remainder of year 1 = [REDACTED]

2. Monthly rent in year 2 = [REDACTED]

3. Monthly rent in year 3 = [REDACTED]

4. Monthly rent in year 4 = [REDACTED]

5. Monthly rent in year 5 = [REDACTED]

SCHEDULE C
OPTIONS TO RENEW

The Lessee shall have an option to renew for two additional terms of five (5) years each provided it is not in default in the performance of any of its covenants and obligations under the terms of the Lease, and it gives the Lessor sixty (60) days written notice of its intention to exercise its option prior to the expiration of the current term. Failure to exercise its option for any five (5) year period will automatically cancel the option for later periods whether or not the Lessee remains in possession.

EXHIBIT 2

RLL

FIRST AMENDMENT AND ADDENDUM TO INDENTURE OF LEASE

This first amendment ("First Amendment") to that certain Indenture of Lease (the "Agreement") dated June 26, 1997 by and between Harold R. Bishop ("Lessor") and Tower Sites, Inc., a Connecticut corporation ("TSI") is made and entered into this 11 day of OCT 2002, by and between Lessor and American Towers, Inc., successor-in-interest by assignment of the Agreement ("Lessee"). Unless specifically defined herein, all capitalized terms shall have the same meaning as the Agreement. Wherever the following terms appear in this First Amendment, they shall be given the same meaning as the term in the parenthetical accompanying such term: Lessor (Landlord); Lessee (Tenant); and Agreement (Lease).

Recitals

WHEREAS, the size of the leased area is approximately Two Thousand Three Hundred Thirty square feet (2,330 s.f.) (the "Premises");

WHEREAS, Lessee desires to increase the size of the Premises;

WHEREAS, the term of the Agreement with all extensions is Twenty (20) years and Lessor and Lessee desire to further extend the term;

WHEREAS Lessee and Lessor desire to modify the Rent in consideration thereof;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree to amend the Agreement as follows.

1. Strike out Paragraph 2. Term., in its entirety and substitute in place thereof the following: "2. Term. The term of this Agreement shall be five (5) years, commencing on June 1, 2002 (the "Commencement Date") and terminating at midnight on the last day of the calendar month in which the fifth (5th) anniversary of the Commencement Date shall have occurred (the "Term"). This Agreement shall automatically renew for four (4) additional five (5) year terms unless Lessee provides Lessor with written notice of its intention not to renew the Lease at least thirty (30) days prior to the end of the Term or any Renewal Term."

2. Strike out Paragraph 3. Rent., in its entirety and substitute in place thereof the following: "3. Rent. As consideration for the Term of the Agreement, Lessee shall pay Lessor a monthly fee of [REDACTED] commencing on June 1, 2002. Rent shall increase annually by [REDACTED]"

3. Strike out Paragraph 7. Option To Renew., in its entirety.

4. Amend paragraph 10. Personal Property, by striking out the phrase "... The Lessee shall have full power"....."including any fixtures of any sort" and substituting in place thereof the following: "the Lessee shall have full power to enter onto the premises and shall remove all towers, buildings and structures and return the surface of

the land to a reasonable condition within ninety (90) days of the termination of the lease, whether by lapse of time or otherwise."

5. Insert the following sentence at the end of Paragraph 11, **Claims and Indemnification**: "Lessee shall name Lessor as an additional insured on its liability insurance policy."

6. Insert the following sentence at the end of paragraph 13, **Assignment**, as follows: "Notwithstanding the foregoing, if this Agreement is assigned in whole or in part to a new Lessee, except for financing purposes, or to an affiliated company, the new Lessee shall be responsible for filing a surety bond in the amount of [REDACTED] with Lessor to guarantee the complete and timely removal of all buildings and structures, which bond shall be with a surety company licensed to do business in the State of Connecticut."

7. The Premises are hereby increased to Three Thousand Two Hundred and Thirty square feet (3,230 s.f.) square feet. At such time as a survey is prepared depicting the expanded Premises, Exhibit A (description of Premises) shall be deleted, and substituted in place thereof will be a new Exhibit A, a copy of which is to be attached hereto and which shall correspond substantially to the original Exhibit A.

8. This First Amendment shall become effective only upon satisfaction of receipt by Lessee of a Memorandum of Lease, which has been fully executed by Lessor.

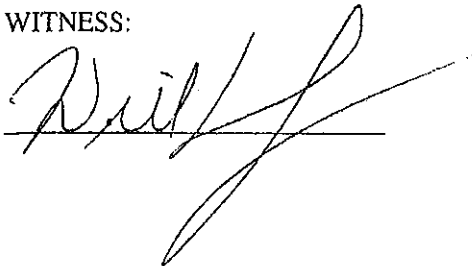
9. Add a new Paragraph ^{22 HRB} ~~23~~ **Posting of Signs**, as follows: ^{22 HRB} ~~23~~ **Posting of Signs**. Lessor grants to Lessee the right to install and maintain during the Term of this Agreement identifying signs or other types of signs required by any governmental authority on or along any access road to the Premises, including, if necessary, signs visible from the nearest public street, at locations where an access road diverges, or if an obstruction obscures visibility of the Premises and Improvements. Lessee agrees to minimize the size of such signs as reasonably required for readability and compliance with regulations or directives of any governmental authority."

10. Lessor hereby waives and releases Lessee from any default or claim of default under the Agreement (whether or not Lessor has provided notice of default as provided thereunder) arising prior to the date hereof.

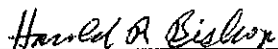
11. Unless expressly amended herein, all other terms and conditions of the Agreement are hereby ratified and affirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date first written above.

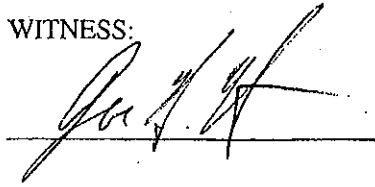
WITNESS:



LESSOR:

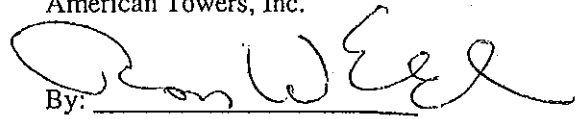

Harold R. Bishop

WITNESS:



A handwritten signature in black ink, appearing to be "G. H.", written over a horizontal line.

LESSEE:
American Towers, Inc.



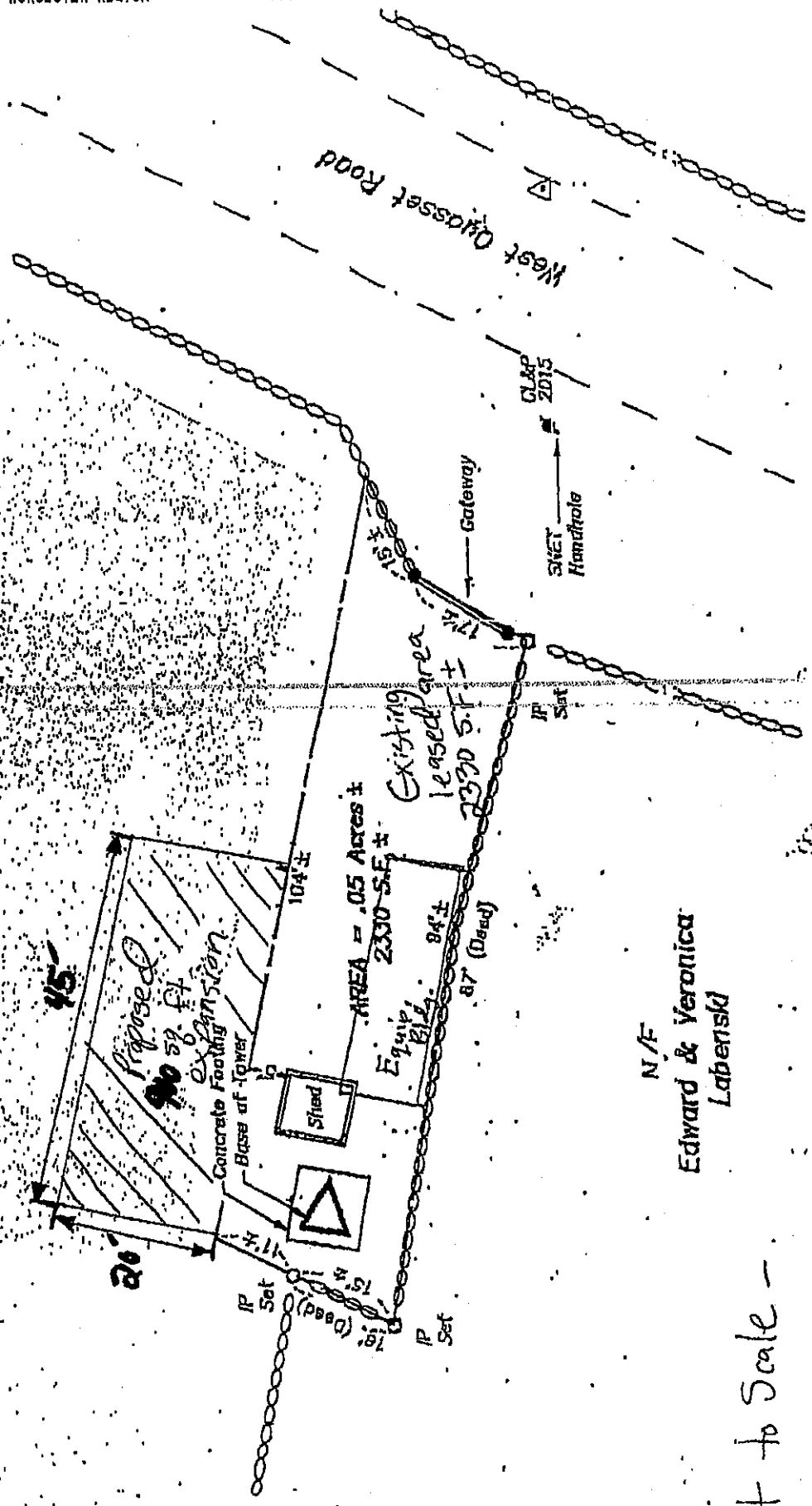
A large, stylized handwritten signature in black ink, appearing to be "Joellen Mitchell", written over a horizontal line.

By: Joellen Mitchell
Vice President

Ross W. Elder
Senior Vice President/Development

N/F
Harold R. Bishop

N/F
Edward & Veronica
Labenski



-Not to Scale -
8-27-02

After recording return to:
American Towers, Inc.
10 Presidential Way
Woburn, MA 01801
Attn: Legal Dept.

STATE OF Ct
COUNTY OF WINDHAM

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is executed this 11 day of August, 2002, by and between Harold R. Bishop, an individual residing at Woodstock ("Lessor") and American Towers, Inc., a Delaware corporation having a principal place of business at 10 Presidential Way, Woburn, MA 01801 ("Lessee") collectively, the "Parties."

WHEREAS, Lessor is the fee simple owner of the real property located at 84 West Quassett Road, Woodstock, WINDHAM County, Connecticut by virtue of a deed dated _____ and recorded with _____ County Registry of Deeds at Book _____, Page _____ (the "Property");

WHEREAS, Lessor leased a portion of Lessor's Property to Tower Sites, Inc. ("TSI") by lease dated June 26, 1997;

WHEREAS, TSI assigned all of its right, title and interest in and to the Lease to Lessee by virtue of that certain assignment of lease dated _____, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Parties executed a First Amendment and Addendum to Standard Lease Agreement dated August, 2002 (the "First Amendment");
Ct 11

WHEREAS, the Parties desire to execute this Memorandum to provide notice of the Lease, as affected by the First Amendment, in the public records;

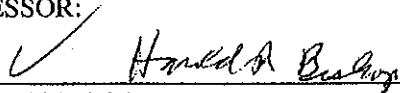
NOW, THEREFORE, in consideration of the foregoing, the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Lease Term:** The Lease commenced on June 1, 2002 (the "Commencement Date") and shall continue for five (5) years, expiring on the fifth (5th) anniversary of the Commencement Date (the "Term"). The Lease shall automatically renew for four (4) additional five (5) year terms, unless Lessee provide Lessor with written notice of its intention not to renew the Lease.
- Leased Property:** The property leased to Lessee ("Premises") is a Three Thousand Two Hundred Thirty square foot (3,230 s.f.) parcel of land, more or less, located as presently constructed on Lessor's Property, together with an easement and right-of-way for physical access on foot or by motor vehicles over Lessor's Property and easements for electric and telephone service over Lessor's Property, as shown on Exhibit B attached hereto.

3. Use: Lessee may use the Property for the purpose of building, owning, managing, operating and sublicensing a communications facility, including towers, equipment buildings and shelters and related facilities.
4. Notice: All notices in connection with this Memorandum shall be made to the addresses of Lessor and Lessee as set forth above, or to such other address as the Parties may provide from time to time.

IN WITNESS WHEREOF, the Parties have duly executed, sealed and delivered this Agreement as of the day and year first above written.

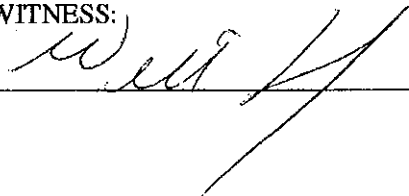
LESSOR:



Harold R. Bishop

10-11-02
Date

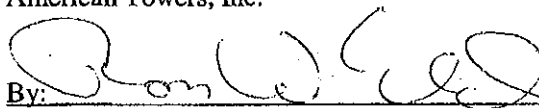
WITNESS:



10-11-02
Date

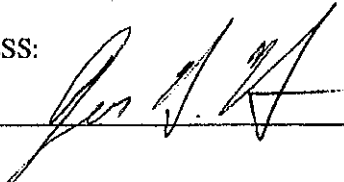
LESSEE:

American Towers, Inc.


By: _____
Ross W. Elder, Sr. Vice President

10-23-02
Date

WITNESS:




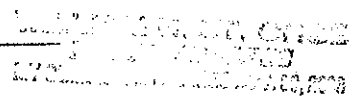
10-23-02
Date

STATE OF CT)
COUNTY OF Witoh) SS Wooden 10-11-a

On this day, before me appeared Harold R. Bishop, who being by me duly sworn, did say that he is the aforesaid Harold R. Bishop and acknowledged said instrument to be his free act and deed.

WITNESS my hand and official seal, Oct 11 2002.

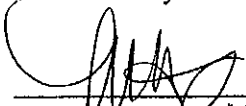

Notary Public
My Commission expires: _____



COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS

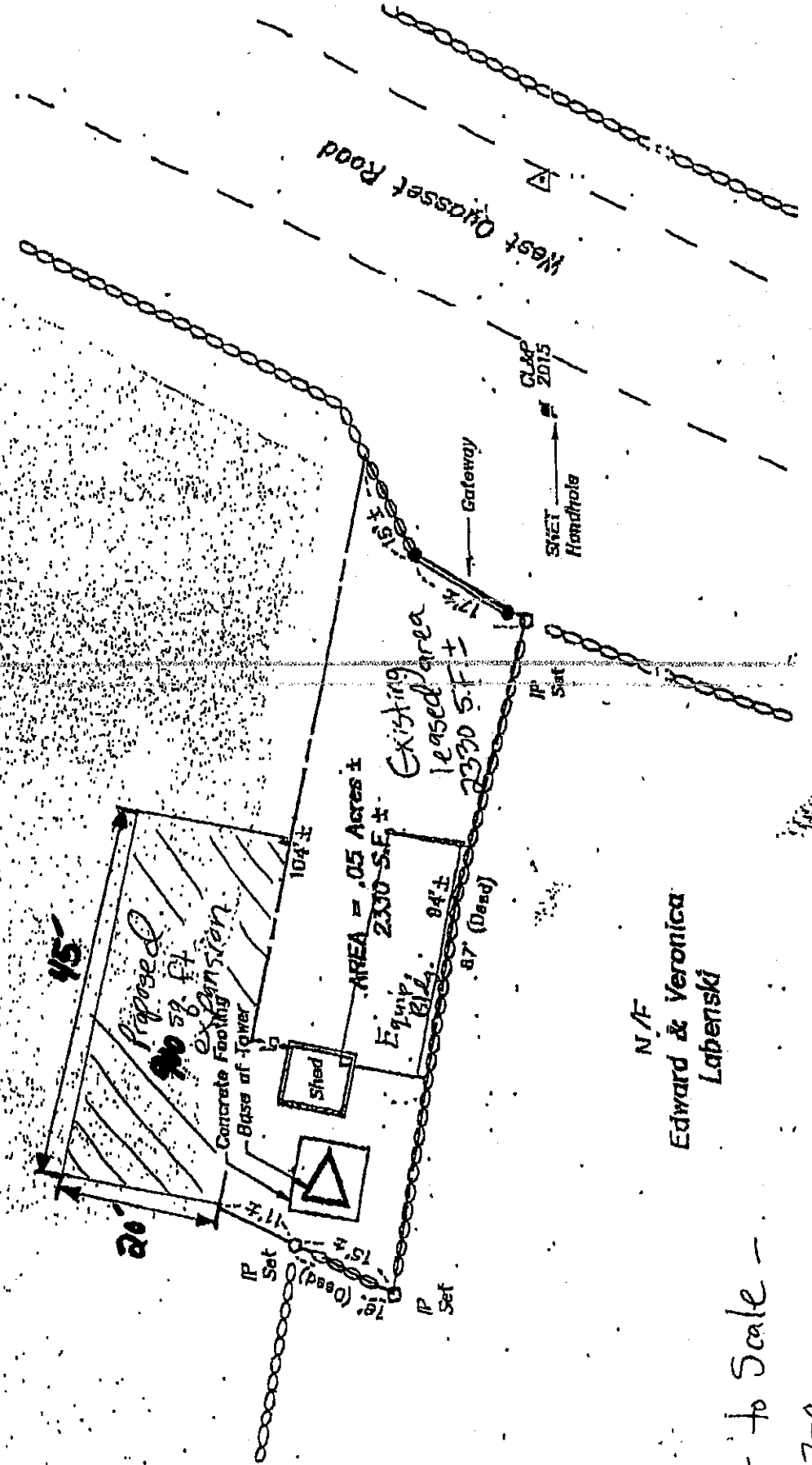
On this day, before me appeared Ross W. Elder, who being by me duly sworn, did say that he is a Sr. Vice President of American Towers, Inc., that he knows the seal of said corporation and that he is authorized to execute the aforesaid instrument on behalf of said corporation and said Ross W. Elder acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

WITNESS my hand and official seal, Oct 23 2002.


Notary Public MARY H. BRANLEY
My Commission expires: 8-12-04

N/F
Harold R. Bishop

N/F
Edward & Veronica
Lapenski



(HRS)

-Not to Scale -
8-27-0

RECEIVED
TOWN CLERK, WOODSTOCK, CT

05 FEB 23 PM 2:50

Judith Alberts

6290 ✓

Prepared by and return to:
 American Tower Corporation
 10 Presidential Way
 Woburn, MA 01801
 Attn: Land Management
 Site # 6290, South Woodstock

000340

Return to
 US Recordings, Inc.

2925 Country Drive Ste 201
 St. Paul, MN 55117 *add 6290*

CONFIRMATORY MEMORANDUM OF LEASE**THIS CONFIRMATORY MEMORANDUM OF LEASE** ("Memorandum of Lease")

is executed this 7 day of Feb, 2005 by and between Harold R. Bishop, an individual residing at 84 West Quassett Road, Woodstock, Windham County, Connecticut (hereinafter referred to as "Lessor") and American Tower, L.P., having a principal place of business at 116 Huntington Avenue, Boston, Massachusetts 02114 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Memorandum of Lease dated October 11, 2002 giving public notice of said Lease, as affected by the First Amendment and Addendum to Standard Lease dated October 11, 2002, for the purpose of installing, operating and maintaining a communications facility and other improvements on the Site (as described in Exhibit A attached hereto and incorporated by reference herein); and

WHEREAS, said Memorandum incorporated the terms of the First Amendment to Site Lease Agreement ("First Amendment"); and

WHEREAS, the entity name of Lessee was incorrect on both the First Amendment and the Memorandum of Lease dated October 11, 2002; and

WHEREAS, the entity name on the First Amendment and the Memorandum should have been American Tower, L.P.; and

WHEREAS, Lessor and Lessee desire to give public notice that the correct entity is American Tower, L.P.; and

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The terms and conditions of said Lease are incorporated into this Memorandum by reference.
2. Premises: Subject to the terms of the Lease, Lessor has leased to Lessee a portion of the real property described in Exhibit A attached hereto and incorporated herein by reference.
3. Term: The Lease is for a Term of five (5) years commencing June 1, 2002 and expiring on May 31, 2007. The Lease shall automatically renew for four (4) additional (5) year terms. (each a "Renewal Term")

- 4. This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum shall not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Confirmatory Memorandum of Lease by their hands and seals as of the date first written above.

LESSOR:

Harold R Bishop
Harold R. Bishop

Witness:

Signed and Acknowledged
in the Presence of:

[Signature]
Signature
Alice A. Wise
Print Name

LESSEE:

American Tower, L.P.

By: [Signature]
Jason D. Hirsch
Director, Land Management

[Signature]
Signature
STEVEN I. SCHABERG
Print Name

ACKNOWLEDGEMENT

State of Connecticut

Wool

County of Wolke

On this the 9th day of Feb, 2005, before me,

William [Signature] (name of notary), personally appeared [Signature], known to me (or ~~satisfactorily~~ proven) to be the person(s) whose name(s) [Signature] (is or are) subscribed to the within instrument and acknowledged that [Signature] (he/~~she~~/they) executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Date: 2-9-05
[Signature]

Notary Public

Print Name: WILLIAM [Signature]
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES NOV. 30, 2008

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

) ss:
)


Then personally appeared the said, Jason D. Hirsch of ATC Tower Services, Inc, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as Director, Land Management of ATC Tower Services, Inc, and the free act and deed of said corporation, before me.

[Signature]
Notary Public
My Commission Expires:



Stephen P. McGovern
Notary Public
Comm. Exp: 2/27/09
Commonwealth of MA

EXHIBIT A

ASB 

LEASED PROPERTY

A certain tract or parcel of land located on the westerly side of West Quassett Road in the Town of Woodstock, County of Windham and State of Connecticut, bounded and described as follows:

Beginning at an iron pin in the ground in the westerly line of West Quassett Road, which iron pin marks the southeasterly corner of the within described tract of land and the northeasterly corner of land now or formerly of Edward Labenski and Veronica Labenski; thence in a westerly direction along a stone wall and land of said Labenski 94.00 feet, more or less, to an iron pin in the ground at a corner in said wall; thence in a northerly direction along said wall and land of said Labenski 15.00 feet, more or less, to an iron pin in the ground at the end of said wall; thence continuing in a northerly direction along other land of Harold R. Bishop 11.00 feet, more or less, to a corner; thence in an easterly direction along other land of Harold R. Bishop 104.00 feet, more or less, to a point in the westerly line of West Quassett Road and a stone wall; thence in a southwesterly direction along the westerly line of West Quassett Road 15.00 feet, more or less, to the end of said wall; thence in a southerly direction along the westerly line of West Quassett Road and a gateway 17.00 feet, more or less, to the point and place of beginning.

Being those premises depicted on a plot plan by CME Associates, Inc., Engineers & Planners, Woodstock, Conn. Entitled, "RADIO TOWER SITE PLAN, WEST QUASSETT ROAD, WOODSTOCK, CT., OWNER: HAROLD R. BISHOP, Scale: 1"=20', Date 1/17/91.



U23668850-01AR05

MEMORANDUM OF LE
LOAN# SOUTH WOODSTOCK
US Recordings

HRB *A*

EXHIBIT 3



AMERICAN TOWER®
CORPORATION

June 27, 2011

via electronic mail

Melanie A. Bachman
Staff Attorney
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

**Re: Response of American Tower Corporation to Connecticut Siting Council's Questions
with Regard to Docket No. 415**

Attorney Bachman,

On Thursday, June 16, 2011, you requested, on behalf of the Connecticut Siting Council ("Council"), information from American Tower Corporation ("American Tower") regarding our telecommunication facility located at 87 West Quassett Road, Woodstock, Connecticut. American Tower hereby provides the following responses:

Question No. 1

When was this tower erected?

Response

American Tower's earliest record for this site, a land lease dated April 2, 1991, suggests that Antenna Tower Sites, Inc. put this tower into service in or around 1991.

Question No. 2

For what purpose was the tower erected?

Response

This tower was originally erected to support FCC-licensed antennas and associated facilities.

Question No. 3

What is the height of the facility?

Response

This facility stands 140' above grade and 887' above mean sea level.

Question No. 4

What are the coordinates of the location of the facility?

Response

Latitude N41° 55' 43.63"
Longitude W71° 59' 13.33"

Question No. 5

What is the route of the access drive to the facility?

Response

American Tower enjoys a legal access easement to this facility via a secure driveway off West Quassett Road. (See Exhibit 1.)

Question No. 6

What cellular carriers or other communications providers/services have been installed (and removed, if applicable) on the facility or are presently installed on the facility?

Response

Presently, equipment owned by Verizon is installed at this facility. Cingular Interactive LP had equipment installed at this site until 2007. AT&T Wireless Services contracted, but never installed at this facility in 2003.

Question No. 7

What communications providers/services will remain once Verizon removes its antennas?

Response

Verizon is the last active tenant at this facility. Should Verizon not renew its relationship with American Tower at this facility then the tower will be vacant and this location will be marketed to other providers/services.

Question No. 8

Does American Tower have a lease with the landowner? If so, when will it expire?

Response

Yes. American Tower has a land lease with the landowner. Pursuant to a lease amendment dated October 11, 2002, the land owner granted American Tower an exclusive five (5) year land lease beginning June 1, 2002 with four (4) additional, successive, and automatically renewable five (5) year terms. Therefore, unless American Tower or its assigns provides the landowner with written notice of an intention not to renew any term, American Tower has lease rights at this property through May 31, 2027. American Tower has not provided the landowner with a written notice of an intention not to renew. (See Exhibit 2.)

Question No. 9

Does American Tower have any plans for this tower for the future (i.e. dismantle it, new installations)?

Response

Yes. This tower is an asset and American Tower intends on marketing this location as a telecommunications transmission facility in the Woodstock area. This includes public, private, and commercial customers. American Tower has no immediate plans to dismantle this tower. Rather, American Tower will evaluate the equipment needs of potential customer's at this site and where feasible, affix, secure, modify, or redevelop existing infrastructure to support customer equipment needs. (See Exhibit 3.)

Question No. 10

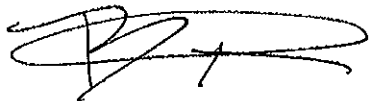
Would it be possible to improve the structural integrity of the tower to support Verizon, another carrier, or other communications providers/services?

Response

Yes. Depending upon equipment requirements and the results of a structural analysis, American Tower could seek to improve the structural integrity of this tower or perform a drop and swap whereby a new monopole, of equal height, could be erected to support the equipment loading of Verizon, another carrier, or other communication providers/services. (Id.)

Please contact me at (781) 926-4737 with additional questions regarding this matter.

Sincerely,



Brandon Ruotolo, Zoning Attorney
American Tower Corporation

EXHIBIT 4

CONNECTICUT SITING COUNCIL
DOCKET NO. 415

IN THE MATTER OF:

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 TELECOMMUNICATIONS FACILITY AT
87 WEST QUASSET ROAD, WOODSTOCK, CONNECTICUT

APPLICANT'S POST-HEARING BRIEF

Submitted by:

Kenneth C. Baldwin, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
(860) 275-8200

June 20, 2011

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EXECUTIVE SUMMARY

Cellco Partnership d/b/a Verizon Wireless ("Cellco") established its existing Woodstock Facility in 1991. The existing facility consists of two omni-directional whip antennas located at the top of an existing 150-foot narrow profile lattice tower, owned by American Tower Corporation ("ATC"). The ATC tower is located in the southeast corner of a 29.5 acre parcel at 87 West Quasset Road in Woodstock, Connecticut. ("Property"). Cellco's radio equipment is located in a 12' x 20' shelter located near the base of the ATC tower.

Cellco's omni-directional whip antennas on the ATC tower currently provide wireless service, at cellular (850 MHz) frequencies only, along portions of Route 169, Route 171 and local roads as well as residential, agricultural and commercial areas in southeast Woodstock. The existing Woodstock Facility is Cellco's only non-sectorized cell site in the State of Connecticut. As a consequence, Cellco cannot provide its customers with a full array of wireless services, in all of its FCC licensed frequencies, from this existing cell site. The ATC tower is not structurally capable of supporting Cellco's typical three-sector antenna array and would need to be replaced with a more traditional monopole structure to accommodate Cellco's needs. Unfortunately, ATC was unable to obtain all of the necessary property rights that would allow it to rebuild the tower in or near its current location.

In 2009, Cellco began its own search for an alternative cell site location as a replacement for the ATC tower. After investigating several alternative locations, including two municipal properties, Cellco was able to lease a 100' x 100' parcel in the central portion of the Property. The new replacement facility will allow Cellco to improve wireless service and utilize all of its

FCC licensed frequencies in southeast Woodstock.

On January 28, 2011, Cellco filed an application (“Application”) with the Connecticut Siting Council (“Council”) for a Certificate of Environmental Capability and Public Need (“Certificate”) to construct the new Woodstock Facility. If the Application is approved, Cellco would remove its antennas from the ATC tower and remove its existing shelter from the Property.

Replacement Facility Description

The new Woodstock Facility would consist of a 150-foot monopole tower within a 50’ x 50’ compound in the central portion of the Property. Cellco would install fifteen (15) panel-type antennas at a centerline height of 147 feet above ground level. The top of Cellco’s antennas would not extend above the top of the tower. Cellco would also install a 12’ x 24’ shelter in the compound area to house its radio equipment and a diesel-fueled back-up generator. Access to the new Woodstock Facility would extend from Quasset Hill Road along portions of an existing dirt and gravel farm road on the Property, a distance of approximately 1,465 feet.

Public Need

Cellco currently provides wireless service, at cellular frequencies only, along portions of Routes 169 and 171 and local roads, as well as residential, agricultural and commercial areas in southeast Woodstock. Cellco needs to sectorize its Woodstock Facility in order to improve its existing cellular service in the area and provide wireless services in its PCS (1900 MHz) and LTE (700 MHz) frequency ranges. The new Woodstock Facility would provide Cellco with an opportunity to do just that.

From the new Woodstock Facility, Cellco will provide reliable wireless service to a 3.5 mile portion of Route 171, a 3.6 mile portion of Route 169 and an overall area of 14.8 square miles at 850 MHz frequencies; a 2.3 mile portion of Route 171, a 3.0 mile portion of Route 169, and an overall area of 7.5 square miles at 1900 MHz frequencies; and a 3.6 mile portion of Route 171, a 3.7 mile portion of Route 169, and an overall area of 15.6 square miles at 700 MHz frequencies.

Nature of Probable Impacts

The new Woodstock Facility will have no effect on historic, architectural or archeological resources listed on or eligible for the National Register of Historic Places. The new Woodstock Facility will not adversely impact federally listed, threatened or endangered species or State species of special concern. The access driveway will need to cross an existing drainage ditch approximately 75 feet south of the facility compound resulting in minimal (approximately 500 square feet) impact to this intermittent watercourse. The new Woodstock Facility is not considered to be an obstruction or hazard to air navigation and, therefore, will not require any FAA marking or lighting. Lastly, the facility will operate well within FCC safety limits for radio frequency emissions.

The overall area where some portion of the new Woodstock Facility tower would be visible year round (above the tree line), would be limited to 179 acres, approximately 2.2 percent of the two mile radius study area (8,042 acres). Areas where seasonal views are anticipated comprise an additional 205 acres. Most of these areas are located in open agricultural fields to the west of the facility location.

Public Input

Cellco and Woodstock Town officials, including the Town's Telecommunications Task Force, have been discussing the relocation of the Woodstock Facility since the Fall of 2007, during the pre-application process for Cellco's Sherman Road facility (Docket No. 369) and worked with Town officials in its efforts to find an alternative location for the replacement facility.

Cellco formally commenced its local input process for the relocation of the Woodstock Facility by meeting with the Woodstock First Selectman Alan Walker on September 17, 2010. On October 25, 2010, Cellco representatives appeared before the Woodstock Telecommunications Task Force to discuss the Woodstock Facility relocation proposal. Neither the First Selectman nor the Telecommunications Task Force expressed any concern or opposition to the relocation plan.

Conclusion

The unrefuted evidence in the record clearly demonstrates that there is a need for improved wireless service in southeast Woodstock and that the relocated Woodstock Facility will satisfy that need. In addition, the environmental effects associated with the new Woodstock Facility would be minimal when balanced against its overall public benefits. Therefore, the Council should approve the Application as submitted.

I. INTRODUCTION

On January 28, 2011, Cellco filed with the Council an Application for a Certificate, pursuant to Sections 16-50g et seq. of the Connecticut General Statutes (“Conn. Gen. Stat.”), for the construction, maintenance and operation of a new wireless telecommunications facility at the Property. (Cellco Exhibit 1 (“Cellco 1”). The new Woodstock Facility would replace Cellco’s existing telecommunications facility located on the Property, approximately 710 feet to the southeast. Cellco’s existing facility consists of two omni-directional whip antennas at the top of a 150-foot narrow profile lattice tower owned by ATC and a 12’ x 20’ equipment shelter. (Cellco 1, pp. 2-3). Cellco’s existing facility provides wireless service, at cellular frequencies only, along portions of Routes 171 and 169, and local roads as well as residential, agricultural and commercial areas in southeast Woodstock. The existing ATC tower is not structurally capable of supporting Cellco’s full array of cellular, PCS and LTE antennas. The new Woodstock Facility would allow Cellco to provide high-quality, uninterrupted and reliable wireless telecommunications service in each of its existing operating frequencies consistent with its Federal Communications Commission (“FCC”) license and meet the demands of its wireless telecommunications customers in the area. (Cellco 1).

II. PROCEDURAL BACKGROUND

The Council conducted an evidentiary and public hearing on the Application on May 26, 2011. (May 26, 2011 Transcript (afternoon) (“Tr.1”) p. 2; May 26, 2011 Transcript (evening) (“Tr.2”) p. 2). Prior to the afternoon session of the hearing, the Council and its staff visited the Property. At the Council’s request, Cellco caused a balloon with a diameter of approximately four (4) feet to be flown at the proposed tower location, at 150 feet above ground level (“AGL”) during the site visit. (Cellco 1, p. 14; Tr.2, pp. 3-4).

This Post-Hearing Brief and attached Proposed Findings of Fact are filed on behalf of the Applicant pursuant to Section 16-50j-31 of the Regulations of Connecticut State Agencies (“R.C.S.A.”) and the Council’s directives. (Tr.2, p. 5). This brief evaluates the Application in light of the review criteria set forth in Section 16-50p of the Connecticut General Statutes and addresses several other issues raised throughout the course of this proceeding.

III. FACTUAL BACKGROUND

A. Pre-Application History

Cellco is licensed to provide wireless services in the 850 MHz (cellular), 1900 MHz (PCS) and 700 MHz (LTE) frequency ranges throughout Connecticut including the Town of Woodstock. Cellco established its existing Woodstock Facility in 1991. This facility consists of two omnidirectional whip antennas at the top of a 150-foot narrow profile lattice tower owned by ATC and a 12’ x 20’ shelter all located in the southeast corner of the Property. Cellco’s whip antennas provide reliable service to portions of southeast Woodstock at cellular frequencies only. Cellco is the only carrier on the ATC tower. The ATC tower is not structurally capable of supporting the installation of Cellco’s standard sectorized antenna array and associated cables. (Cellco 1, pp. 2-3 and 10-11; Tr.1, pp. 35-37).

To utilize the existing facility location, ATC would need to replace the existing tower with a new monopole or lattice structure. ATC could not, however, obtain the necessary property rights needed to construct a new tower and expand the existing facility compound. (Cellco 1, pp. 10-11). In 2009, Cellco commenced its own site search effort to identify potential alternative locations for a replacement tower. Cellco explored the use of several privately owned parcels and two municipal parcels before ultimately signing a lease to use a 100’ x 100’ portion of the Property

approximately 710' northwest of the ATC tower. (Cellco 1, Tab 8). The proposed relocated Woodstock Facility would allow Cellco to provide improved cellular service and new PCS and LTE service in southeast Woodstock between its existing Coatney Hill and Pomfret East cell sites. (Cellco 1, pp. 1-2 and 10-11, Tab 6).

B. Local Contacts

Cellco and Woodstock Town officials, including the Telecommunications Task Force, have been discussing the need to rebuild the existing Woodstock Facility since the Fall of 2007. This issue remained a topic of discussion during the Council's review of Cellco's Sherman Road facility (Docket No. 369) and Prospect Avenue facility (Docket No. 397) applications. Cellco worked with Town officials in its effort to find alternative locations for a replacement tower including the consideration of municipal parcels in the area.

On September 17, 2010, Cellco representatives met with Woodstock First Selectman Alan Walker to commence the local input process for the relocation of its Woodstock Facility. (Cellco 1, pp. 19-20; Cellco 3). At this meeting, Mr. Walker received copies of technical information summarizing Cellco's plans to relocate the existing telecommunications facility at the Property (the "Technical Report"). On October 25, 2010, Cellco representatives appeared before the Woodstock Telecommunications Task Force to describe its proposal and answer any questions. (Cellco 1, pp. 19-20, Tab 8; Cellco 3).

C. Tower Sharing

Consistent with its practice, Cellco regularly explores opportunities to share its facilities with other wireless service providers. To date, no other wireless carrier has expressed any interest in the proposed replacement tower. During the course of its meetings with the First Selectman and

the Telecommunications Task Force, Cellco also agreed to provide access to the tower, at no cost, to any of the Town's local emergency service providers interested in sharing the tower. Cellco would also make ground space in the facility compound available, if needed. (Cellco 1, p. 11; Tr.1, p. 17).

D. The Woodstock Facility Proposal

The new Woodstock Facility would be located within a 50' x 50' fenced compound (100' x 100' leased area) in the central portion of a 29.5 acre parcel owned by Quasset Hill Farm LLC. (Cellco 1, Tab 1). Cellco would construct a 150-foot tall monopole tower and install fifteen (15) panel-type antennas – six (6) cellular, six (6) PCS and three (3) LTE – with their centerline at 147 feet above the finished grade of the site compound. Cellco's antennas would not extend above the top of the proposed tower. (Cellco 1, pp. 2-3, Tab 1).

Cellco would install a 12' x 24' single-story shelter near the base of the tower to house its receiving, transmitting, switching, processing and performance monitoring equipment and the required heating and cooling equipment. A diesel-fueled back-up generator would be installed within a segregated room in Cellco's shelter for use during power outages and periodically for maintenance purposes. The tower and equipment shelter would be surrounded by an 8-foot high security fence and gate. Vehicular access to the relocated Woodstock Facility would extend from Quasset Hill Road over an existing gravel farm road to the cell site a distance of 1,465 feet. Utilities would extend underground from existing service along West Quasset Road. (Cellco 1, p. 3, Tab 1).

IV. THE APPLICATION SATISFIES THE CRITERIA OF CONN. GEN. STAT. § 16-50P FOR ISSUANCE OF A CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED

Section 16-50p of the Public Utility Environmental Standards Act ("PUESA"), Conn. Gen. Stat. § 16-50g *et seq.*, sets forth the criteria for Council decisions in Certificate proceedings and states, in pertinent part:

In a certification proceeding, the council shall render a decision upon the record either granting or denying the application as filed, or granting it upon such terms, conditions, limitations or modifications of the construction or operation of the facility as the council may deem appropriate . . . The council shall file, with its order, an opinion stating in full its reasons for the decision. The council shall not grant a certificate, either as proposed or as modified by the council, unless it shall find and determine: (1) A public need for the facility and the basis of the need; (2) the nature of the probable environmental impact, including a specification of every significant adverse effect, whether alone or cumulatively with other effects, on, and conflict with the policies of the state concerning the natural environment, ecological balance, public health and safety, scenic, historic and recreational values, forests and parks, air and water purity and fish and wildlife; (3) why the adverse effects or conflicts referred to in subdivision (2) of this subsection are not sufficient reason to deny the application. . . .

Conn. Gen. Stat. § 16-50p(a).

Under Section 16-50p, the Applicant must satisfy two key criteria in order for the Application to be approved and for a Certificate to issue. First, the Applicant must demonstrate that there is a "public need for the facility." Conn. Gen. Stat. § 16-50p(a)(1). Second, the Applicant must identify "the nature of the probable environmental impact" of the proposed facility through review of the numerous elements specified in Conn. Gen. Stat. § 16-50p(a)(2), and then demonstrate that these impacts "are not sufficient reason to deny the application." Conn. Gen. Stat. § 16-50p(a)(3). The evidence in the record for this docket establishes that the above criteria have been satisfied and that the Applicant is entitled to a Certificate.

A. A Public Need Exists for the Woodstock Facility

The first step in the review of the pending Application addresses the public need for the proposed facility. As noted in the Application, the FCC in its Report and Order released on May 4, 1981 (FCC Docket No. 79-318) recognized a public need on a national basis for technical improvement, wide area coverage, high quality and a degree of competition in mobile telephone service. The Federal Telecommunications Act of 1996 (the "Telecommunications Act") emphasized and expanded on these aspects of the FCC's 1981 decision. Among other things, the Telecommunications Act recognized an important nationwide public need for high quality personal wireless telecommunications services of all varieties. The Telecommunications Act also expressly promotes competition and seeks to reduce regulation in all aspects of the telecommunications industry in order to foster lower prices for consumers and to encourage the rapid deployment of new telecommunications technologies. More recently, President Barak Obama issued Presidential Proclamation 8460, in which "cellular phone towers" were identified as critical infrastructure vital to national security. (Cellco 1; Council Adm. Notice 8 and 38).

Cellco currently provides only cellular service from its existing Woodstock Facility. Cellco cannot, due to structural limitations of the existing ATC tower, install its standard array of cellular, PCS and LTE antennas at this site. Cellco, therefore, experiences significant gaps in wireless service at PCS frequencies in southeast Woodstock between its existing Coatney Hill and Pomfret East cell sites¹. (Cellco 1, Tab 6). These existing service problems must be resolved in order for Cellco to continue to provide high-quality, uninterrupted and reliable wireless telecommunications service consistent with its FCC license and to meet the demands of its wireless

¹ Cellco provides both cellular and PCS service from its existing Coatney Hill and East Pomfret cell sites, both of which currently interact, at cellular frequencies, with Cellco's Woodstock Facility.

telecommunications customers. The relocated Woodstock Facility described above would provide for enhanced cellular coverage and much needed PCS and LTE coverage along Routes 171 and 169 and local roads, as well as residential, agricultural and commercial areas in southeast Woodstock. (Cellco 1, Tab 6).

As the Council is aware, Cellco holds licenses to provide cellular, PCS and LTE services throughout Connecticut and proposes to operate these frequencies at the relocated Woodstock Facility. (Cellco 1). The cellular, PCS and LTE services Cellco plans to deploy, operate at different frequencies, and will allow customers to use the same cell site for voice and/or data services. By enhancing its existing cellular service and installing PCS and LTE antennas at the Woodstock Facility, Cellco can ensure that it has more capacity available to meet the growing demand of its customers for wireless voice and data services. (Cellco 1).

The record contains ample, written evidence and testimony that a 150-foot tower at the Property would allow Cellco to achieve and maintain high quality wireless telecommunications service at cellular, PCS and LTE frequencies without interruption from dropped calls and interference. (Cellco 1; Cellco 4, Q. 7; Tr.1 pp. 26-27). The new Woodstock Facility would be incorporated into a network design plan, intended to provide Cellco customers with reliable wireless service along Routes 171 and 169 and local roads, as well as residential, agricultural and commercial areas in southeast Woodstock. (Cellco 1).

B. Nature of Probable Impacts

The second step in the statutory review procedure addresses the probable environmental impacts of the proposed facility and particularly the following factors:

1. Natural Environment and Ecological Balance

The proposed relocation of Cellco's existing Woodstock Facility has eliminated, to the extent possible, impacts on the natural environment. All Woodstock Facility improvements would be located within a 50' x 50' site compound. Access to the new Woodstock Facility would extend from Quasset Hill Road a total distance of approximately 1,465 feet to the cell site, utilizing an existing farm road on the Property. (Cellco 1, Tab 1). Minimal grading (93 cubic yards of fill and 510 cubic yards of cut) would be required to improve the site compound and access driveway. (Cellco 1, Tab 1; Cellco 4.a., Q. 4). Construction of the site compound will require clearing of only 11 trees with a diameter at breast height of 6" or greater. Improvements to the existing farm road and utility easement will not require the removal of any additional trees. (Cellco 1, Tab 1). Overall, the limited construction activity would have a negligible environmental impact on the Property. No evidence to refute this conclusion was presented to the Council.

2. Public Health and Safety

Cellco has considered several factors in determining that the nature and extent of potential public health and safety impacts resulting from installation of the proposed facility would be minimal or nonexistent.

First, the potential for the new Woodstock Facility tower to fall does not pose an unreasonable risk to health and safety. The proposed tower would be designed and built to meet Electronic Industries Association EIA/TIA-222-F Standards for Steel Antenna Towers and Antenna Support Structures. Other than Cellco's proposed equipment shelter, there are no structures within the 150-foot fall radius of the tower. The fall radius of the tower would remain entirely within the

limits of the Property. The nearest off-site residence is located approximately 820 feet to the southeast of the new Woodstock Facility tower location. (Cellco 1, Tab 1).

Second, worst-case potential public exposure to RF power density for operation of Cellco's cellular, PCS and LTE antennas at the proposed Woodstock Facility at the nearest point of uncontrolled access (the base of the tower) would be 17.44% of the FCC standard. Power density levels would drop off rapidly as distance from the tower increases. (Cellco 1, p. 15, Tab 1, p. 8, Tab 11).

Overall, the nature and extent of potential, adverse public health and safety impacts resulting from construction and installation of the new Woodstock Facility would be minimal or nonexistent. No evidence to refute this conclusion was presented to the Council.

3. Scenic Values

As noted in the Application, the primary impact of any tower is visual. Cellco's site search methodology, described in the Site Search Summary, is designed in large part to minimize such visual impacts. As discussed above, wherever feasible, Cellco avoids construction of a new tower by first attempting to identify existing towers or other tall non-tower structures in or near the search area. Cellco currently maintains antennas on two (2) existing towers within four miles of the proposed Woodstock Facility. No existing non-tower structures of suitable height exist in southeast Woodstock that would satisfy Cellco's objectives. (Cellco 1, Tab 8).

If it determines that a new tower must be constructed, or, as in this case, an existing tower needs to be reconstructed, Cellco attempts to identify sites where the construction of a tower would not be inconsistent with area land uses and where the visual impact of the site would be reduced to

the greatest extent possible. Cellco explored the use of several alternative sites in the area including two municipal parcels and more remote portions of the Property. (Cellco 1, Tab 8).

The Property and the surrounding area are largely undeveloped and used primarily for agricultural purposes. The Woodstock Facility, in the central portion of a 29.5 acre parcel, is adequately buffered from all adjacent properties and nearby residences. There are only three (3) residences within 1,000 feet of the relocated Woodstock Facility. (Cellco 1, pp. iii, Tab 1, p. 3, Tab 9; Tr.1, pp. 10-11).

Cellco submitted a Visual Resource Evaluation Report prepared by VHB Inc. ("VHB Report") as a part of the Application. Prior to preparing its report, VHB conducted a balloon float at the Property and field reconnaissance to assess visibility of the relocated Woodstock Facility. VHB determined that the relocated Woodstock Facility tower would be partially visible above the tree canopy from only approximately 179 acres, approximately 2.2 percent of the two mile radius (8,042-acre) study area. Areas where seasonal views are anticipated comprise an additional 205 acres and are located in the general vicinity of the relocated tower, in areas that remain undeveloped or used for agricultural purposes. (Cellco 1, pp. iii and 13-14, Tab 9). Some year round visibility will exist along the easterly shore of Wappaquasset Pond. No significant views of the tower will occur from local or State scenic roads within two miles of the proposed tower location. (Cellco 1, pp. 13-14, Tab 9; Tr.1, p. 19).

4. Historical Values

As it does with all of its tower proposals, prior to filing the Application with the Council, Cellco requested that the State Historic Preservation Office ("SHPO") of the Connecticut Historical Commission (the "Commission") review the proposed relocated facility and provide a written

response. Based on his review of the information submitted by Cellco, the Deputy State Historic Preservation Officer determined that the development of a telecommunications facility at the Property would have no effect on architectural or archeological resources listed on or eligible for listing in the National Register of Historic Places. (Cellco 1, Tab 10). No evidence to the contrary was presented to the Council. Furthermore, Cellco has no reason to believe that there are any other impacts on historical values not addressed by the SHPO's review.

5. Recreational Values

There are no recreational activities or facilities at or near the Property that would be impacted by development of the new Woodstock Facility. (Cellco 1, Tabs 9 and 10).

6. Forests and Parks

There is no State or local forests or park land that will be impacted by the proposed Woodstock Facility. (Cellco 1, Tabs 9 and 10). No evidence to refute this conclusion was presented to the Council.

7. Air and Water Quality

a. Air Quality.

The equipment at the site would generate no air emissions under normal operating conditions. During power outage events and periodically for maintenance purposes, Cellco would utilize a diesel-fueled back-up generator to provide emergency power to the new Woodstock Facility. The use of the generator during these limited periods would result in minor levels of emissions. Pursuant to R.C.S.A. § 22a-174-3, Cellco will obtain an appropriate permit from the Connecticut Department of Environmental Protection ("DEP") Bureau of Air Management prior to installation of the proposed generator. (Cellco 1, p. 21).

b. Water Quality.

The proposed Woodstock Facility would not utilize water, nor would it discharge substances into any surface water, groundwater, or public or private sewage system. Dean Gustafson, Professional Soil Scientist with VHB, Inc., conducted a field investigation and completed a Wetlands Delineation Report (the "Wetlands Report") for the relocated Woodstock Facility. According to the Wetlands Report, the proposed access driveway will cross an existing drainage ditch, approximately 75 feet south of the facility compound. This feature is regulated as an intermittent watercourse. The crossing will result in a direct impact to approximately 500 square feet of regulated area. These impacts will not have an adverse impact on this wetland resource. (Cellco 1, pp. 18-19, Tabs 10 and 12). No evidence to refute these conclusions was presented to the Council.

8. Fish and Wildlife

As a part of its National Environmental Policy Act ("NEPA") Checklist, Cellco received comments on the relocated Woodstock Facility from the U.S. Department of Interior, Fish and Wildlife Service ("USFWS") and the Environmental and Geographic Information Center of the DEP. The USFWS has determined that there are no federally-listed or proposed, threatened or endangered species or critical habitat known to occur at the Property. Likewise, according to the DEP, there are no known extant populations of Federal or State Endangered, Threatened or Special Concern Species at the Property. (Cellco 1, pp. 20-21, Tab 10).

C. The Application Should Be Approved Because The Benefits Of The Proposed Facility Outweigh Any Potential Impacts

Following a determination of the probable environmental impacts of the Woodstock Facility, Connecticut General Statutes § 16-50p requires that the Applicant demonstrate why these

impacts “are not sufficient reason to deny the Application.” Conn. Gen. Stat. § 16-50p(a)(3). The record establishes that the impacts associated with the proposal would be limited and outweighed by the benefits to the public from the proposed facility and, therefore, requires that the Council approve the Application.

As discussed above, the only potential adverse impact from the proposed tower involves “scenic values.” As the record overwhelmingly demonstrates, the relocated Woodstock Facility would have minimal impacts on scenic values in the area. (Cellco 1, Tab 9; Tr.1, pp. 11-13 and 19-20). These limited aesthetic impacts may be, and in this case are, outweighed by the public benefit derived from the establishment of the new Woodstock Facility. Unlike many other types of development, telecommunications facilities do not cause indirect environmental impacts, such as increased traffic and related pollution.

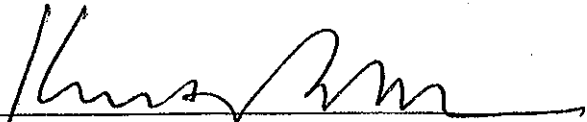
The limited aesthetic and environmental impacts of the proposed Woodstock Facility can be further mitigated by the sharing of the facility. Cellco intends to design the 150-foot tower so that it could be shared by other carriers. (Cellco 1). Cellco has also agreed to provide access to the tower, at no cost, to the Town and to emergency service providers in the Town (Tr.1, p. 17).

In sum, the potential environmental impacts from the proposed Woodstock Facility would be minimal when considered against the benefits to the public. These impacts are insufficient to deny the Application. The site, therefore, satisfies the criteria for a Certificate pursuant to Connecticut General Statutes § 16-50p, and the Applicant’s request for a Certificate should be granted.

V. CONCLUSION

Based on the overwhelming evidence in the record, the Applicant has established that there is a need for the new Woodstock Facility and that the environmental impacts associated with the Application would be limited and outweighed by the benefits to the public from the proposed facility and, therefore, requires that the Council approve the Application. Therefore, the Council should approve the Application as submitted.

Respectfully submitted,
CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS

By: 

Kenneth C. Baldwin
ROBINSON & COLE LLP
280 Trumbull Street
Hartford, CT 06103-3597
Its Attorneys

EXHIBIT 5

AMENDED AND RESTATED LEASE SUPPLEMENT

RLA

This Amended and Restated Lease Supplement ("Supplement"), made this 17th day of March, 2007 between **American Towers, Inc.**, a Delaware Corporation, with its principal offices located at 10 Presidential Way, Woburn, MA 01801, and with a federal identification number of 65-0598206, hereinafter designated LESSOR, and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097, hereinafter designated LESSEE.

1. This Supplement is a Supplement to that certain Master Lease Agreement between American Tower, L.P. and Cellco Partnership, dated June 11, 1999, as amended by an Amendment to Master Lease Agreement dated April 4, 2002, as amended by that certain Second Amendment to Master Lease Agreement dated July 13, 2004, and as amended by that certain Third Amendment to Master Lease Agreement and Existing Agreements dated February 13, 2007 ("Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

Pursuant to Paragraph 3(f) of the Third Amendment to Master Lease Agreement and Existing Agreements, all Non-Master Agreements shall be restated as Supplements as provided for in the Agreement. Prior to the Commencement Date of this Supplement, LESSEE's lease of the Property was subject to Non-Master Agreement. The purpose of this Supplement is to restate LESSEE's use of the Property under the Agreement.

2. The Property leased by the LESSOR to the LESSEE hereunder is described as follows:

Space for LESSEE's equipment building on the ground and antennas on LESSOR's Tower located on that parcel of land located in the Town of Woodstock, Windham County, State of Connecticut and being further described in a Memorandum of Lease filed among the Land Records of the Town of Woodstock in Book 423, Page 376, and as further identified on Exhibit 1 attached hereto.

3. In the event an Exhibit 1 is attached hereto describing the Property, the LESSEE shall have the right to survey the Property and said survey shall then become Exhibit 2 which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit 1. The cost for such work shall be borne by the LESSEE.

4. The term of this Supplement shall be ten (10) years, commencing on January 1, 2007, and shall be subject to extension as set forth in Paragraph 3(a) of the Third Amendment to Master Lease Agreement and Existing Agreements.

5. Except as modified by Paragraph 8.a. herein, the rental for the initial term of this Supplement shall be the same as that in effect under the Restated Agreement (as defined in Paragraph 8.b.) as of the date of this Supplement.

6. The annual rental shall increase [REDACTED] on the first day of September following the commencement of this Supplement and on the first day of each September thereafter, for the initial term and all extension terms.

7. LESSEE Equipment Information:

The equipment of the LESSEE is specified on Exhibit 3 attached hereto.

8. Other Provisions:

a. In consideration of LESSEE's installation of additional equipment at the Property, the annual rental as set forth in this Supplement shall be increased by [REDACTED] (the "rent increase") to be paid together with the rental as set forth in Paragraph 5 above, on the first day of the month, in advance, to Lessor or to such other person, firm, or place as the Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date of said Rent Increase shall be defined as the first (1st) day of the month in which the commencement of installation of LESSEE's additional equipment at the Property occurs, or thirty (30) days from the date LESSOR provides LESSEE with written notice that the tower replacement in Other Provisions (c.) below is completed, whichever is earlier.

b. LESSOR and LESSEE agree that this Supplement replaces the prior agreement between Antenna Tower Sites, Inc. and Conn-2 RSA Partnership dated October 15, 1991 referenced by LESSEE as Contract #NG20200 ("Restated Agreement"). LESSOR and LESSEE acknowledge that this Supplement is a restatement and amendment of the Restated Agreement in order to have the Restated Agreement come under the Agreement. Further, LESSOR and LESSEE acknowledge that notwithstanding the restatement of the Restated Agreement, LESSEE may continue to make, and the LESSOR may continue to receive, rental and other payments earmarked for the Restated Agreement. In such event, any rental or other payments earmarked for the Restated Agreement shall be applied and credited against any rentals or other payments due under this Supplement.

c. LESSOR and LESSEE agree that the existing Tower at the Property shall be replaced prior to LESSEE's installation of its additional equipment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

LESSOR SITE NAME/SITE NUMBER: SOUTH WOODSTOCK CT / ~~0290~~
LESSEE SITE NAME/SITE NUMBER: WOODSTOCK, CT / N/A
LESSEE NG NUMBER: 20200

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

LESSOR: American Towers, Inc., a Delaware corporation, a wholly owned subsidiary of American Tower Corporation, a Delaware corporation

Debra Monar
WITNESS

By: [Signature]

Name: Richard Rossi

Title: Director, Contract Management

Date: 3-17-08

LESSEE: Cellco Partnership d/b/a Verizon Wireless

David Heverling
WITNESS

By: [Signature]

Name: David R. Heverling

Title: Vice President, Network - Northeast Area

Date: 11-14-07

EXHIBIT 6

AMERICAN TOWER CORPORATION
 SITE NAME:
SOUTH WOODSTOCK CT, CT
 SITE NUMBER:
6290

AMERICAN TOWER CORPORATION

PROJECT DESCRIPTION

THE SCOPE OF THIS PROJECT INCLUDES THE RELOCATIONS OF EXISTING WIRELESS TELECOMMUNICATIONS EQUIPMENT LOCATED WITHIN AN UNIMPAVED SECURE PERIOD CONDUIT. ALSO INCLUDED WILL BE ALL ASSOCIATED APPROVALS REQUIRED FOR ELECTRICAL SERVICE AND TMA UPGRADE.

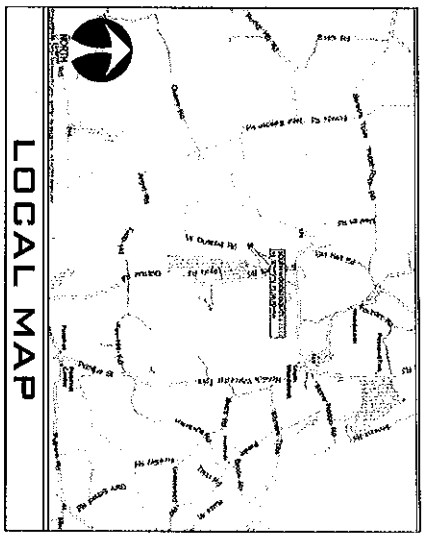
DIG ALERT:
 CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING: 1-800-922-4455

EMERGENCY:
 CALL 911

APPROVAL

OWNER LIGHT APPROVAL	DATE	OWNER	DATE

REV. NO.	DESCRIPTION	BY	DATE	REV. NO.	DESCRIPTION	BY	DATE
1	ISSUED FOR REVIEW	AD	2/13/06				
2	REVISED PER CLIENT COMMENTS	AD	6/15/06				
3	REVISED PER CLIENT COMMENTS	SJB	10/10/06				



VICINITY MAP

DIRECTIONS TO SITE:
 FROM WOODSTOCK, TAKE THE NORTH TO STATE ROUTE 44 WEST STATE ROUTE 44 TO ROUTE 171, TAKE ROUTE 171 TO SOUTH WOODSTOCK, TAKE THE SECOND LEFT, THEN WOODSTOCK HIGHWAY SOUTH 0.500 MILES SOUTH ROAD 500'S ON LEFT AT 4th QUADANT SIGN.

LOCAL MAP

CLIENT:
 HANSEN ENGINEERING, PLLC
 300 GREAT OAKS BLVD.
 SUITE 201
 WOODSTOCK, CT 06224
 TEL: 818-890-0730
 FAX: 818-890-0733

CONTACT:
 STEVE BLUMS

SITE NAME: TOWER OWNER:
 SOUTH WOODSTOCK CT AMERICAN TOWER CORP.

SITE NUMBER: 6290

SITE ADDRESS:
 87 W. QUASSETT ROAD OFF OF ROUTE 171
 WOODSTOCK, CT 06228

APPLICANT BUILDING INFO:
 N/A

PROJECT DESCRIPTION:
 PROPOSED RELOCATIONS TO EXISTING CONDUIT TO ACCOMMODATE PROPOSED MODIFICATIONS OF PROPOSED TELECOMMUNICATIONS AND MONOPOL ADA COMPLIANCE. FACILITY'S UNIMPAVED AND NOT FOR HUMAN HABITATION

PROJECT DATA:
 ZONING JURISDICTION: CITY OF WOODSTOCK
 PLANNING DEPT. 100 STATE ST. WOODSTOCK, CT 06228
 TYPE OF CONSTRUCTION: U-2
 CONDUIT: 1.5" DIA. POLYETHYLENE GLASS FIBER OPTIC CONDUIT
 GEODESIC COORDINATES: 43° 43' 45" N
 LONGITUDE: 72° 59' 13" W
 GRID ELEVATION: 740' AMSL

CONSULTING TEAM

PROJECT SUMMARY

SHEET INDEX

ARCHITECTURAL:	TITLE SHEET, VICINITY MAP & GENERAL NOTES
T-1	TITLE SHEET, VICINITY MAP & GENERAL NOTES
A-1	GENERAL NOTES
A-2	SPRING CONNECTION PLAN
A-3	CONDUIT CONNECTION PLAN
A-4	TOWER ELEVATION
A-5	GROUNDING PLAN
C-1	GROUNDING DETAILS
C-2	GROUNDING DETAILS
C-3	GROUNDING DETAILS
S-1	SEPARATIONS
S-2	SEPARATIONS
S-3	SEPARATIONS

AMERICAN TOWER CORPORATION
 214 STAFFORD STREET
 WOODSTOCK, MA 01603
 TEL: (508) 752-4203
 FAX: (508) 752-5103

infinitig
 engineering
 300 GREAT OAKS BLVD.
 WOODSTOCK, CT 06228
 TEL: (860) 455-2200
 FAX: (860) 455-2200

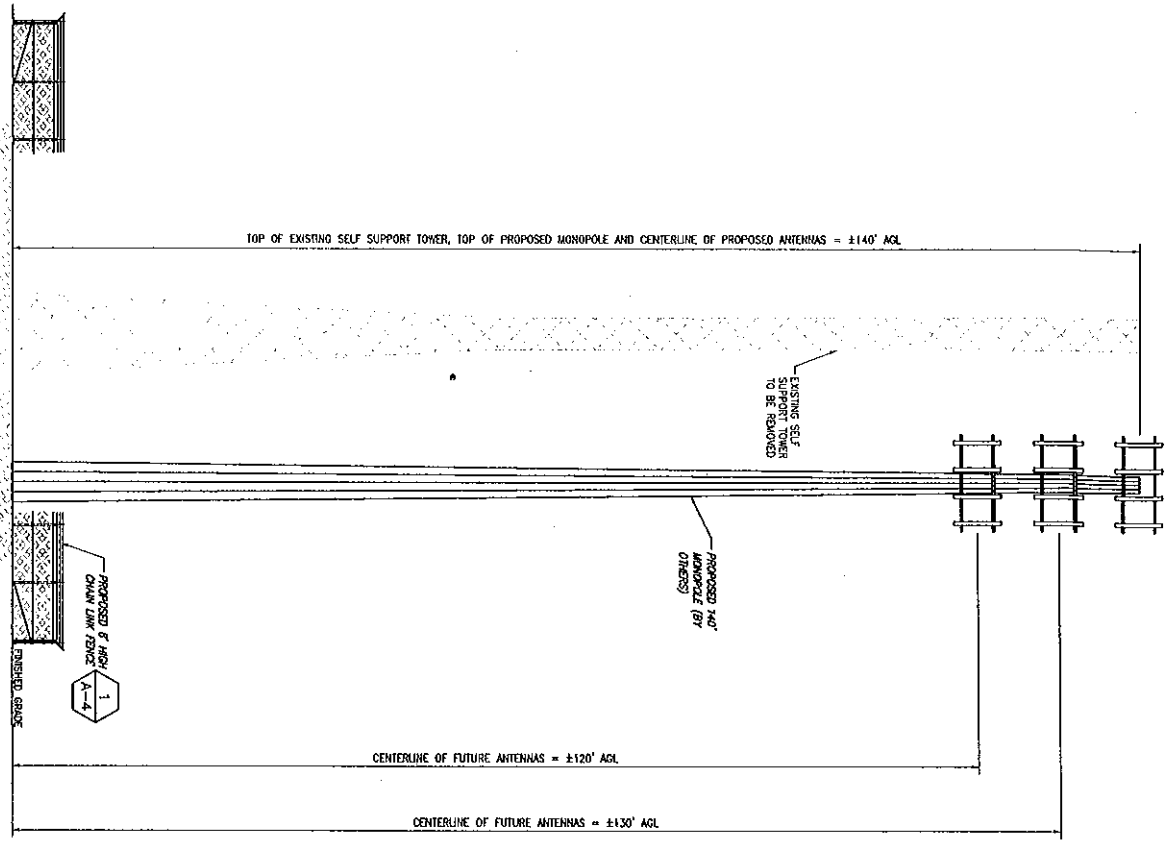
REVISION

NO.	DESCRIPTION	BY	DATE
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2	ISSUED FOR REVIEW	AD	6/15/06
3	ISSUED FOR REVIEW	SE	10/10/06

SITE NUMBER: 6290
SITE NAME: SOUTH WOODSTOCK, CT
SITE ADDRESS: 87 W. QUASSETT ROAD WOODSTOCK CT 06228

SHEET NUMBER: T-1
REV. # 2

STRUCTURAL NOTE:
 INFINITY ENGINEERING HAS NOT EVALUATED THE CURRENT OR PROPOSED LOADING OF THIS INSTALLATION. STRUCTURAL ANALYSIS COMPLETED BY AMERICAN TOWER CORPORATION DATED 10/25/05. A.T.C. JOB NUMBER: 7312184. INFINITY ENGINEERING ACCEPTS NO LIABILITY OF THE CURRENT OR PROPOSED LOADING.



SELF SUPPORT ELEVATION

1

AMERICAN TOWER
 242 SHAFROD STREET
 WORCESTER, MA 01603
 TEL: (508) 752-2033
 FAX: (508) 752-5703

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infinity
 engineering
 300 OGDEN AVENUE SUITE 200
 ALBANY, NY 12242
 TEL: (518) 486-2200
 FAX: (518) 486-2200

NO.	DESCRIPTION	BY	DATE
1	ISSUED FOR PERMIT	AM	2/21/06
2	ISSUED FOR PERMIT	AM	5/2/06
3	ISSUED FOR PERMIT	AM	5/2/06
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9	ISSUED FOR PERMIT	AM	5/2/06
10	ISSUED FOR PERMIT	AM	5/2/06

SITE NUMBER:
6290
 SITE NAME:
SOUTH WOODSTOCK, CT

SITE ADDRESS:
87 W. QUASSETT ROAD WOODSTOCK CT 06281

NO.	DESCRIPTION	BY	DATE
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10	ISSUED FOR PERMIT	AM	5/2/06

TOWER ELEVATION

PROJECT NUMBER	REV. #
A-3	2

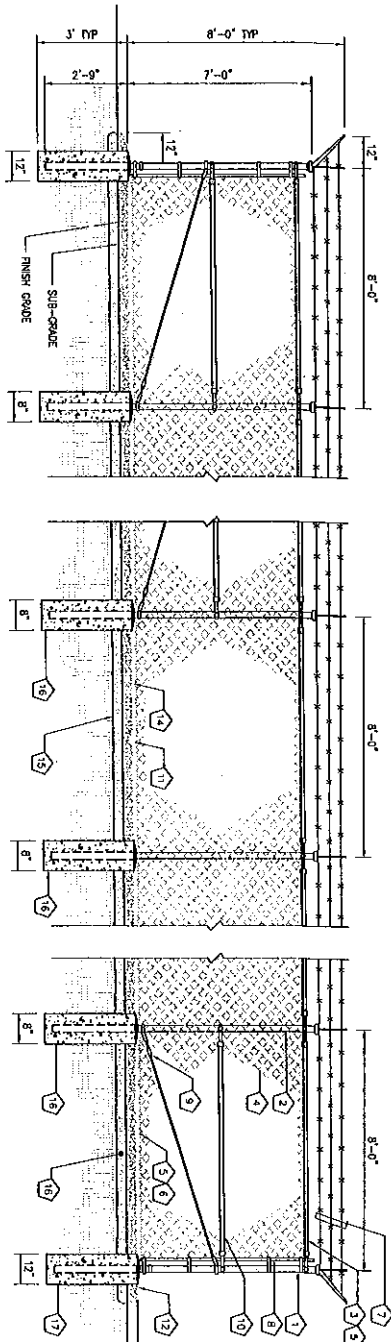
THIS DOCUMENT PROVIDES THE ARCHITECTURAL REPRESENTATION OF A FENCE GATE AND COMPOUND CROSS SECTION DETAIL. THE DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE FENCE GATE AND COMPOUND CROSS SECTION DETAIL. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE FENCE GATE AND COMPOUND CROSS SECTION DETAIL.

infinigy
 engineering
 300 SOUTH MAIN STREET
 WOODSTOCK, MA 01589
 TEL: (508) 752-4223
 FAX: (508) 752-5703

NO.	REVISION	BY	DATE
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16	ISSUED FOR PERMIT	AS	4/14/08
17	ISSUED FOR PERMIT	AS	4/14/08

SITE NUMBER:
 6290
 SITE NAME:
 SOUTH
 WOODSTOCK, CT
 SITE ADDRESS:
 87 W. QUASSETT ROAD
 WOODSTOCK
 CT 06281

DESIGNED BY:	ASB
CHECKED BY:	ASB
DATE DRAWN:	02/13/08
INVENTORY JOB NO.:	158-019
SHEET TITLE:	FENCE COMPOUND DETAILS
SHEET NUMBER:	A-4
REV. #	2



REFERENCE NOTES:

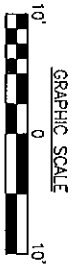
- 1 CORNER POST PER SCHEDULE 40 PIPE, 3" NOMINAL SCHEDULE 40 PIPE.
- 2 LINE POST: 2 1/2" SCHEDULE 40 PIPE PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- 3 TOP RAIL & BRACE RAIL: 1 1/2" PIPE PER ASTM-F1083.
- 4 FABRIC: 5 GA. COKE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A532.
- 5 THE WIRE MINIMUM 11 GA. GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WIRE OF FABRIC TIE AND AT TENSION WIRE BY HOC RINGS SPACED MAX. 24" INTERVALS.
- 6 TENSION WIRE: 9 GA. GALVANIZED STEEL.
- 7 BARBED WIRE: DOUBLE STRAND 13-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA. 4" H. BARS SPACED ON APPROXIMATELY 5" CENTERS.
- 8 STRETCHER BAR.
- 9 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL TUBESUCKLE.
- 10 FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
- 11 1 1/2" MAXIMUM CLEARANCE FROM GROUND.
- 12 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 13 4" COMPACTED 55% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- 14 FINISH GRADE SHALL BE UNIFORM AND LEVEL.
- 15 GEOMETRIC FABRIC.
- 16 LINE POST: CONCRETE FOUNDATION (2000 PLS).
- 17 CORNER POST: CONCRETE FOUNDATION (2000 PLS).

GENERAL NOTES:

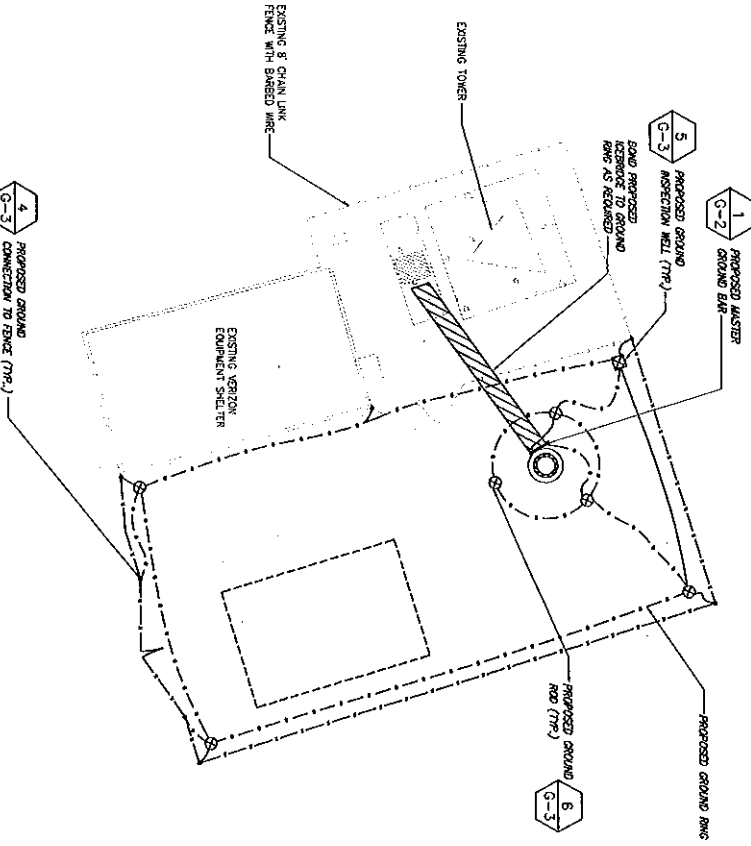
1. INSTALL FENCING PER ASTM F-457
2. INSTALL SWING GATES PER ASTM F- 800
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLETED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" O.D. 1" STEEL. ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.

FENCE, GATE, AND COMPOUND CROSS SECTION DETAIL

SCALE: AS SHOWN
 1



4
G-3
PROPOSED GROUND CONNECTION TO FENCE (TYP.)



GROUNDING PLAN

SCALE 1

AMERICAN TOWER
 345 EASTWOOD STREET
 WOODSTOCK, VA 20183
 TEL: (800) 729-0263
 FAX: (551) 752-5700

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infinigy
 original
 300 GERRY AVE SUITE 200
 WOODSTOCK, CT 06290
 TEL: (860) 939-0000
 FAX: (860) 939-0720

NO.	DESCRIPTION	DATE
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3	ISSUED FOR CONSTRUCTION	02/20/06
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7	ISSUED FOR CONSTRUCTION	02/20/06
8	ISSUED FOR CONSTRUCTION	02/20/06
9	ISSUED FOR CONSTRUCTION	02/20/06
10	ISSUED FOR CONSTRUCTION	02/20/06

SITE NUMBER: 6290
 SITE NAME: SOUTH WOODSTOCK, CT
 SITE ADDRESS: 87 W. QUASSETT ROAD WOODSTOCK CT 06291

DESIGN BY	DATE
SAB	02/13/06
DATE DRAWN	02/13/06
PRINTING JOB NO.	124-019
SHEET TITLE	

GROUNDING PLAN
 SHEET NUMBER: G-1
 REV. # 2

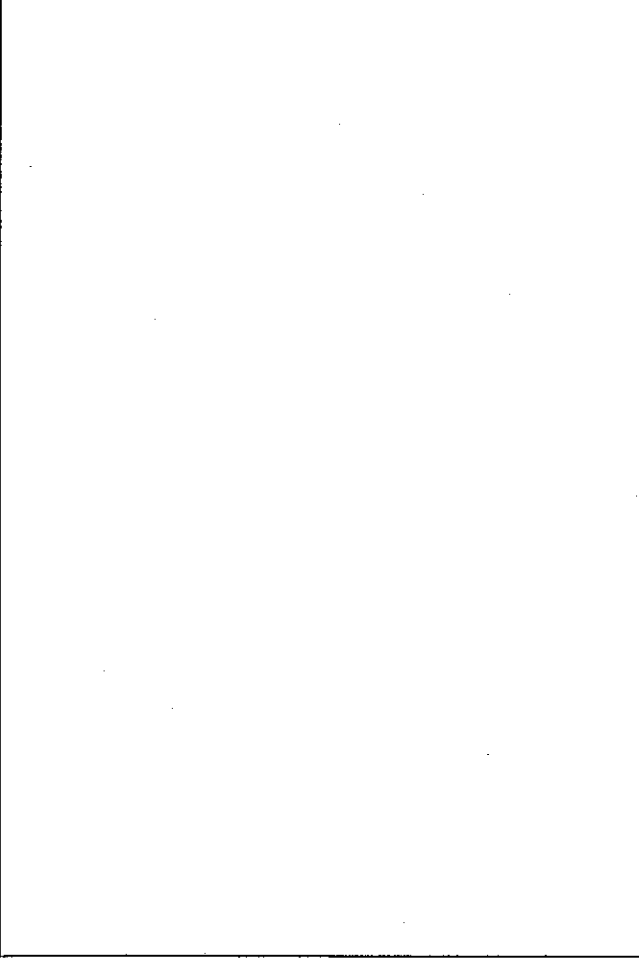
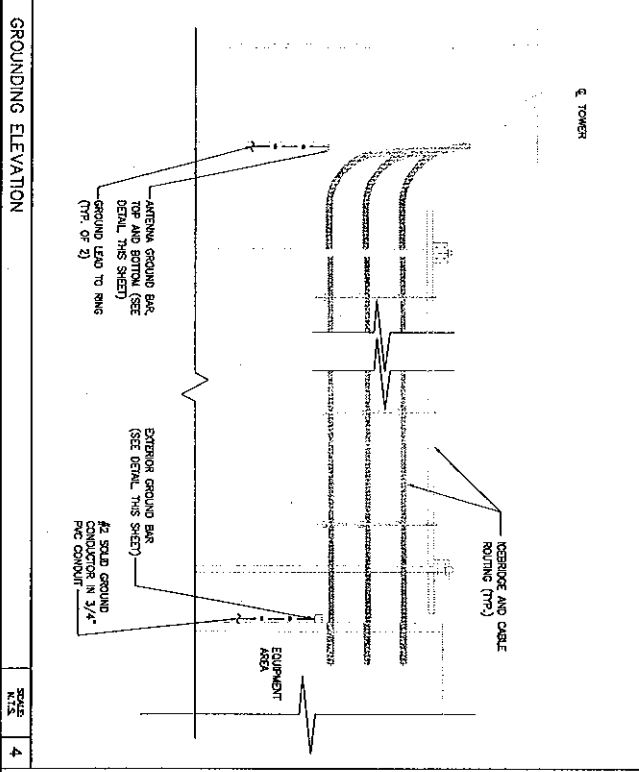
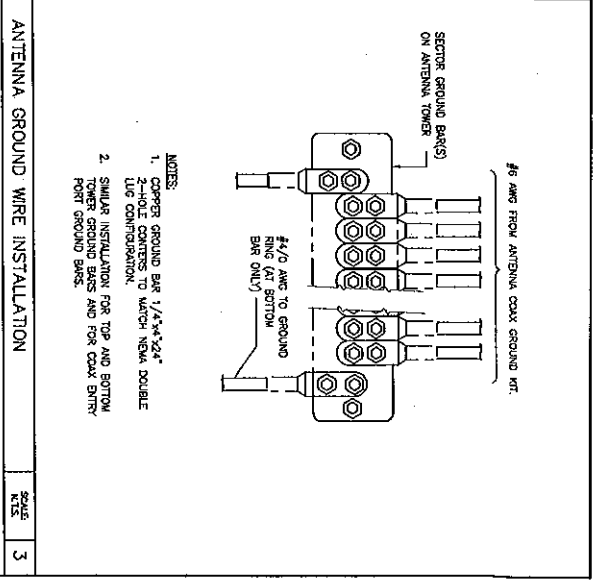
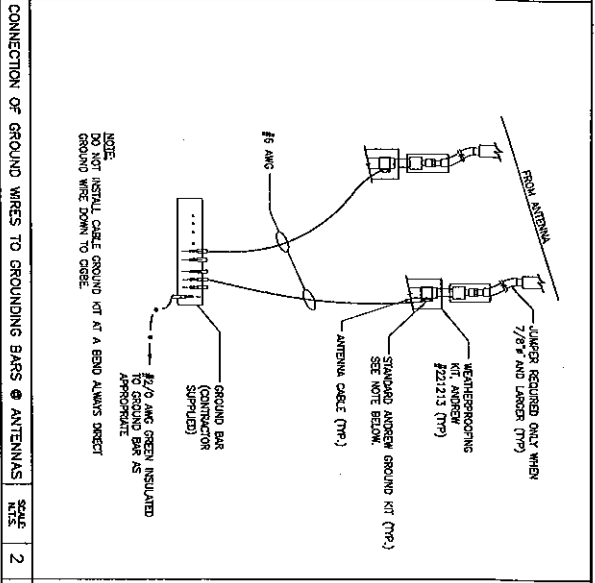
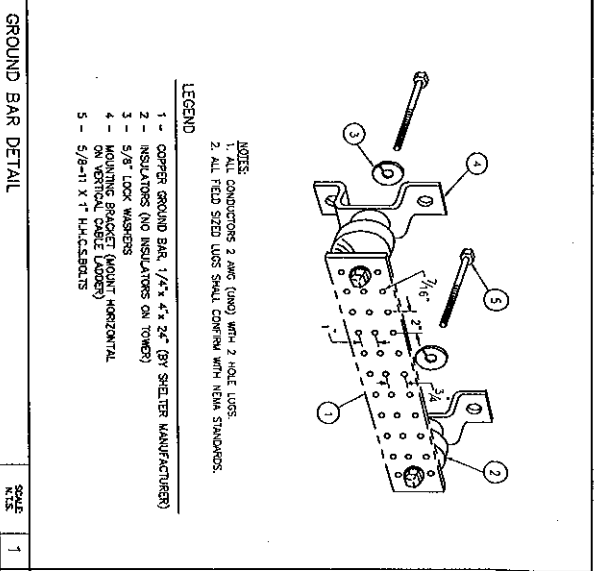
242 SHARDOR STREET
WINCHESTER, VA 01603
TEL (800) 792-0933
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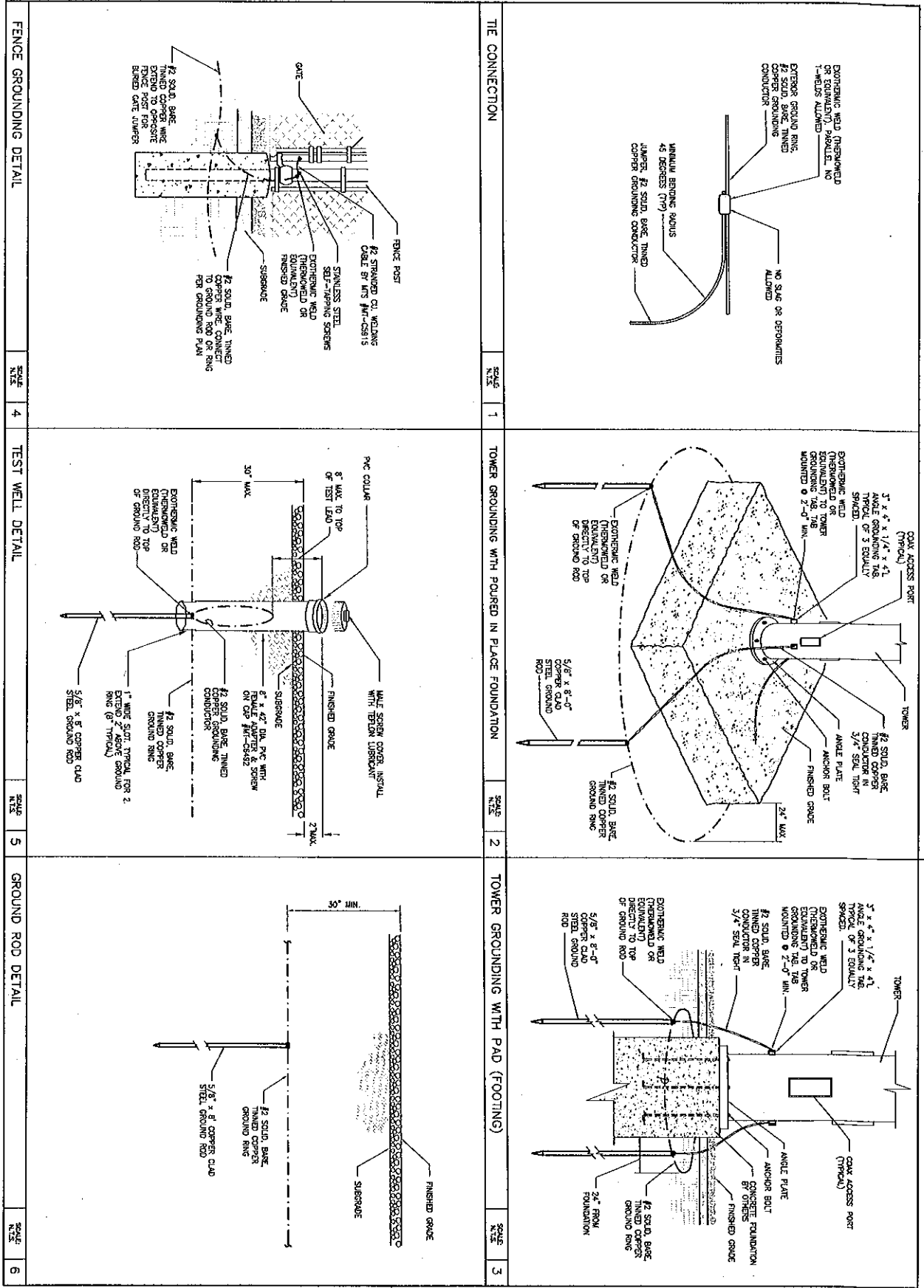
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300 OREGON AVE. SUITE 200
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NO.	DESCRIPTION	BY	DATE
1	ISSUED FOR REVIEW	AD	2/2/06
2	REVISION	AD	2/2/06
3	REVISION	AD	2/2/06
4	REVISION	AD	2/2/06
5	REVISION	AD	2/2/06
6	REVISION	AD	2/2/06
7	REVISION	AD	2/2/06
8	REVISION	AD	2/2/06
9	REVISION	AD	2/2/06
10	REVISION	AD	2/2/06

SITE NUMBER:
6290
SITE NAME:
SOUTH WOODSTOCK, CT
SITE ADDRESS:
87 W. QUASSETT ROAD WOODSTOCK CT 06281

DESIGNED BY:	AD
CHECKED BY:	SB
DATE DRAWN:	02/13/06
REVISION NO.	153-0115
SHEET TITLE:	
GROUNDING DETAILS	
SHEET NUMBER:	REV. #
G-2	2





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NO. DESCRIPTION BY DATE
 1. GROUNDING PLAN AD 2/27/06
 2. GROUNDING PLAN AD 2/27/06
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SITE NUMBER: 6290
 SITE NAME: SOUTH WOODSTOCK, CT
 SITE ADDRESS: 87 W. QUASSETT ROAD WOODSTOCK, CT 06281

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 CHECKED BY: SJB
 DATE DRAWN: 02/23/06
 DRAWING NO: 153-013
 SHEET TITLE: GROUNDING DETAILS
 SHEET NUMBER: REV. 1
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<p>1.0 GENERAL REQUIREMENTS</p> <p>1.1 Purpose and Intent</p> <p>1.2 Conflicts</p> <p>1.3 Codes</p> <p>1.4 Licensing</p> <p>1.5 OSHA</p> <p>1.6 PHOTOS</p>	<p>1.0 GENERAL REQUIREMENTS</p> <p>1.1 PURPOSE AND INTENT</p> <p>A. The drawings and specifications are intended to be fully explanatory of the work to be performed. No detail should be shown, indicated or specified on one and not the other. It shall be done the same as if shown, indicated or specified in both. Should there be any discrepancies between requirements shown in both, the more stringent requirements shall apply.</p> <p>B. The intention of the documents is to include all labor and materials, regardless of the type of contract.</p> <p>C. The purpose of the ATC construction specifications is to interpret the intent of the drawings and to designate the method of the procedure, type and quality of materials required to complete the work.</p> <p>1.2 CONFLICTS</p> <p>A. Verify all measurements of the site before ordering material or doing any work. No extra charge or compensation will be allowed due to differences between actual dimensions or dimensions shown on plans. ATC permit holder or holder's representative shall be responsible for any discrepancies with the work.</p> <p>B. No plea of ignorance of conditions that exist, or of difficulties of conditions that may be encountered, or of any other relevant matter concerning the execution of the work will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all the requirements of the construction documents governing the work.</p> <p>1.3 CLEANING</p> <p>Keep the site free from accumulation of waste and rubbish caused by the work. At the completion of the work, remove all waste and non-construction material, including all contractor tools, scaffolding, and surplus material and leave site clean and ready for use.</p> <p>1.4 CODES</p> <p>Contractor shall be responsible for following all laws, regulations, and rules promulgated by Federal, State and local authorities with jurisdiction over the site. This responsibility is in effect regardless of whether the law, ordinance, regulation or rule is mentioned in these specifications.</p> <p>1.5 LICENSING</p> <p>Have and maintain a valid Contractor's license for the location in which the work is to be performed. For jurisdictions that license individual trades, the tradesman or subcontractor's performing those trades shall be licensed. Research and comply with licensing laws, professional fees, and select and inform subcontractors regarding these laws.</p> <p>1.6 OSHA</p> <p>Follow all applicable rules and regulations of the Occupational Safety and Health Administration, and State laws based in the federal Occupational Safety and Health Act. These regulations include, but are not limited to, safety, health, and environmental protection. Ensure that employees and subcontractors wear hard hats at all times during construction.</p> <p>1.7 PHOTOS</p> <p>Provide photographic evidence of all foundation installation, groundings, and trenching after placement of utilities prior to backfill.</p>	<p>1.8 BUILDING PERMITS</p> <p>ATC will submit construction documents to the jurisdictional authority for plan check and review. Contractor will submit licensing as required by Workman's Compensation Information to the jurisdiction as required to obtain the building permit. Contractor shall coordinate and schedule required inspections and post-requisite permits at the job site. Comply with specific project-related requests and suggestions made by building inspector, and inform Contractor of their conflict or deviate from the construction documents. ATC will reimburse the contractor for fees, for plan review, building permit, connections, and inspection.</p> <p>1.9 ZONING REGULATIONS AND CONDITIONAL USE PERMITS</p> <p>ATC will submit for and obtain all zoning and Conditional Use Permits. Some use permits may have specific regulations for the site related to hours of operation, hours of work, access limitations, etc. The Construction Manager will inform the Contractor of these requirements at the Pre-Bid Meeting or as shown in construction documents.</p> <p>1.10 FAA PERMIT AND TOWER LIGHTING</p> <p>Refer to construction documents and Construction Manager for FAA and state lighting requirements. Contractor shall provide temporary FAA approved lighting until permanent lighting is operational.</p> <p>1.11 TOWER SECURITY</p> <p>Tower must be fenced, temporarily or permanently within 24 hours of erection. Do not allow the gate accessing the tower keep to remain open or unattended at any time for any reason. Keep the gate closed and locked when not in use.</p> <p>1.12 SITE CONTROL</p> <p>A. The contractor is completely responsible for containment of sediment and control of erosion at the site. Any damage to adjacent or downstream properties will be corrected by the contractor at his expense.</p> <p>B. The contractor is to maintain adequate drainage at all times. Do not allow water to stand or pond. Any damage to structures or work on the site caused by inadequate maintenance of drainage provisions will be the responsibility of the contractor at his expense. Reports for such damage will be directed by the Construction Manager and in accordance with jurisdictional authorities.</p> <p>1.13 SITE PREPARATION</p> <p>2.1 SCOPE OF WORK INCLUDES:</p> <p>A. Protection of existing trees, vegetation and landscaping materials which might be damaged by construction activities.</p> <p>B. Trimming of existing trees and vegetation as required for protection during construction activities.</p> <p>C. Clearing and grubbing of stumps, vegetation, debris, rubbish, designated trees, and site improvements.</p> <p>D. Topsoil stripping and stockpiling.</p> <p>E. Temporary erosion control, siltation control, and dust control pertaining to local requirements as applicable.</p> <p>F. Temporary protection of adjacent property, structures, benchmarks, and monuments.</p> <p>G. Protection and temporary relocation, storage and re-landfilling of materials and equipment scheduled for reuse.</p> <p>H. Removal and legal disposal of cleared materials.</p> <p>2.2 PRODUCTS AND MATERIALS (As approved by Construction Manager or as noted in construction documents.)</p> <p>A. Materials used for tree protection, erosion control, siltation control, and dust control as suitable for specific site conditions.</p>
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202 SYCAMORE STREET
 WOODSTOCK, MA 01895
 TEL: (978) 552-5100
 FAX: (978) 552-5103

THIS AGREEMENT AND THE WORKMAN'S COMPENSATION INFORMATION IS A CONTRACT. BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES.

infinigy
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 200 WEST MAIN STREET
 WOODSTOCK, MA 01895
 TEL: (978) 552-5100
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NO.	DESCRIPTION	BY	DATE
1	ISSUED FOR REVIEW	ATC	12/18/98
2	ISSUED FOR CONSTRUCTION	ATC	12/18/98
3	ISSUED FOR CONSTRUCTION	ATC	12/18/98
4	ISSUED FOR CONSTRUCTION	ATC	12/18/98
5	ISSUED FOR CONSTRUCTION	ATC	12/18/98
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9	ISSUED FOR CONSTRUCTION	ATC	12/18/98
10	ISSUED FOR CONSTRUCTION	ATC	12/18/98

SITE NUMBER: 6290
 SITE NAME: SOUTH WOODSTOCK, CT
 SITE ADDRESS: 87 W. QUASSETT ROAD WOODSTOCK CT 06281

DATE	BY	DESCRIPTION
12/18/98	ATC	ISSUED FOR REVIEW
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12/18/98	ATC	ISSUED FOR CONSTRUCTION

SHEET TITLE: SPECIFICATIONS

SHEET NUMBER: SP-1

TOTAL SHEETS: 2

5.0 CHAIN LINK FENCES AND GATES

5.1 GENERAL

- A. Provide chain link fences and gates as complete units by a single supplier including necessary erection accessories, fittings and fasteners.

5.2 PRODUCTS AND MATERIALS (As approved by Construction Manager or as within construction documents)

- A. Compound fabric 72 inches high and over with 2-inch mesh shall be knuckled at one salvage and twisted at the other.
- B. STEEL FABRIC:
 - Comply with Chain Link Fence Manufacturers Institute (CLFMI) Product Manual. Furnish one piece of fabric width. Wire size includes zinc or aluminum coating.
 - 1. Size: 2-inch mesh, 9 gauge (0.148-inch diameter) wire.
 - 2. Galvanized Steel Finish: ASTM A 392, Class 2, with a minimum 2.0 oz. zinc per SQ. FT. of uncoated wire surface.

C. FRAMEWORK AND ACCESSORIES:

1. General Requirements: Except as indicated otherwise, conform to the Chain Link Fence Manufacturers Institute (CLFMI) Product Manual, Industrial Steel Usage for Fence Rails, Posts, Gates and Accessories, Industrial Edition.
2. Strength requirements for posts and rails conforming to ASTM F 685.
3. Type 1 Pipe: Hot-dipped galvanized steel pipe conforming to ASTM F 1063, pipe ends, standard weight (Schedule 40) with not less than 1.8 oz. zinc per SQ. FT. of surface area coated.
4. Fittings: Comply with ASTM F 628. Mill finished aluminum or galvanized iron steel, to suit manufacturer's standards.
5. Top Rail: Manufacturer's longest length, with expansion type coupling, offsetting top rail securely to each gate corner, pull and end post.
- a. Galvanized Steel: 1 1/4 inch NPS (1.66 inch OD) Type I or II steel pipe or 1.625 inch x 1.25 inch roll-formed C sections weighting 1.35 lbs. Per Ft.

D. SWING GATES:

Comply with ASTM F 9000. Provide hardware and accessories for each gate, galvanized per ASTM A 153, and in accordance with the following:

1. Hinges: Non-lift-off type, offset to permit 180 deg. gate opening.
2. Latch: Forged type or plunger-bar type to permit operation from either side of gate, with padlock eyes as integral part of latch.
3. End Post: Forged type, with padlock eyes as integral part of latch, engages gate leaf and holds it in open position until manually released.
4. Gate Stops: Provide gate stops for double gates, consisting of mushroom type flush plate with anchors, set in concrete, and locking device and padlock eyes as integral part of latch, permitting both gate leaves to be locked with single padlock.

E. CONCRETE:

Provide concrete consisting of Portland Cement, ASTM C 150, aggregates ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum of 28-day compressive strength of 2000 psi.

6.0 LANDSCAPING

- A. Furnish, install and maintain landscape work as shown and or required within the construction documents or as specified in the AIC construction specifications.

7.0 CONCRETE FORMWORK

- A. Forms: Smooth and free of surface irregularities. Utilize form release agents.
- B. Character: Exposed edges of all tower foundations shall receive a 3/4" by 3/4" x 48 degree chamfer. Other exposed edges shall receive a beveled radius.
- C. Use: Complete, remove all forms, including those concealed or buried.
- D. Refer to structural drawings for additional requirements.

8.0 CONCRETE REINFORCEMENT

Refer to structural drawings for all requirements.

9.0 CAST-IN-PLACE CONCRETE

- A. All concrete shall comply with ASTM C94 unless noted otherwise.
- B. Minimum compressive strength (f'c) at 28 days: 4000 psi for tower foundation, and 3000 psi for all other concrete unless specified in construction documents.
- C. Air Entrainment: Provide 4 to 8% air entrainment for all concrete subject to freeze-thaw cycle.
- D. Concrete Testing: All foundation concrete shall be tested by an independent testing agency approved by the Construction Manager, or building code, and not required to be tested, unless otherwise noted by Construction Manager. Provide a minimum of 5 cylinders (2-7'-dby, 2-28'-day, 1 -spere) for each days pour, or for every 50 yards placed - whichever is greater. Additional tests or cylinders may be required by Construction Manager. A slump, air, and temperature test shall be performed for each set of cylinders cost. Preferably, tests shall be performed at the location of anchor bolts (Piers) for mat & piers, columns consisting of being less than 10' high. Also, tests shall be performed for concrete being placed in areas not acceptable by concrete specification standards. The testing agency has the authority to not accept concrete meeting these specifications for AIC. The Contractor is responsible for coordination of the testing standards. The Contractor is responsible for coordination of the testing agency a minimum of 24 hours in advance of each foundation pour.
- E. Vibrate all concrete using sufficient high frequency, low amplitude mechanical immersion type vibrators. Insert vibrators in concrete at regular intervals and over entire surface to solidify and consolidate concrete. Vibrate thoroughly through each lift to the previous lift. Reinforcement as late as the running vibrator will sink through upper layers of its weight, is recommended. Discontinue vibration when rising entrapped air bubbles stop breaking the leveling surface. Do not overvibrate as this may cause segregation.

F. Finishing Exposed Concrete Surfaces:

1. These provisions apply to all exposed and all formed concrete, exterior or interior, unless specifically detailed otherwise. Perform all procedures prior to application of all curing compounds.
2. All Surfaces: Thoroughly clean of all forms, spacers and loose material.
3. Fins, Ridges, High Spots: Hand smooth with abrasive power grinders while concrete is green, immediately after form removal.
4. Form Tie Holes and Deep Depressions: Flush thoroughly with clean water and trowel to overfill with drypack. Cure 10 days and rock pockets, honeycombs, Sand streaks, debris and voids. Cut out with steel wire brush, wash thoroughly with water and trowel to overfill with drypack in at least two layers. Cure for 10 days and hand finished and smooth.

10.0 STRUCTURAL STEEL

- C. Contractor shall verify all sizes and locations of all electrical openings and equipment/building pods with the electrical drawings and shop drawings. It shall be the responsibility of the contractor to provide all openings and sleeves for proper distribution for all utilities. Contractor shall refer to drawings of other vendor drawings for embedded items and recesses not shown on structural drawings.
- Prior to pouring concrete the independent testing agency shall inspect all foundation steel and foundation subgrade.

Meet or exceed manufacturer's recommendations.

- A. Unless otherwise noted, all detailing, fabrication and placing of reinforcing steel shall conform to the manual of standard practice for detailing reinforced concrete structures (ACI 318).
- B. All A573-Gr. 55, shall be new kiln steel, conforming to ASTM A 573-Gr. 55, Grade 60, deformed.
- C. Heating and welding of bars is prohibited with the exception of written approval by the structural engineer.
- D. All reinforcement bars to be free from loose rust and scale, otherwise noted, all reinforcement shall have a minimum of 3/16 inch concrete coverage of 3 inches. This may require spacers and chairs as required by testing agency or Construction Manager.
- E. Splices in reinforcement steel are prohibited, unless approved by Construction Manager. All splices must then meet all applicable ASTM standards for splicing.

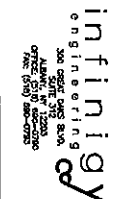
11.0 GROUNDING

Meet all applicable codes, requirements of the construction documents, and AIC construction specifications.

AMERICAN TOWER

2425 WYOMING STREET
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THIS DRAWING ORIGINALLY DEVELOPED BY AMERICAN TOWER CORPORATION FOR THE CONSTRUCTION OF A TOWER FOR THE TELECOMMUNICATIONS INDUSTRY. THIS DRAWING IS THE PROPERTY OF AMERICAN TOWER CORPORATION AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AMERICAN TOWER CORPORATION. THIS DRAWING IS THE PROPERTY OF AMERICAN TOWER CORPORATION AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AMERICAN TOWER CORPORATION.



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SITE NUMBER: 6290
 SITE NAME: SOUTH WOODSTOCK, CT
 SITE ADDRESS: 87 W. QUASSETT ROAD WOODSTOCK CT 06281

SHEET NO.	REV.	DATE
SP-3	2	

SPECIFICATIONS

EXHIBIT 7



TOWN OF WOODSTOCK

415 ROUTE 169

WOODSTOCK, CONNECTICUT 06281-3039

June 8, 2009

ASSESSOR
860-928-6929

BUILDING
860-928-1388

INLAND/WETLANDS
860-928-1388

PLANNING & ZONING
860-928-1388

SELECTMEN
860-928-0208

TAX COLLECTOR
860-928-9469

TOWN CLERK
860-928-6595

TREASURER
860-928-5935

FAX #
860-963-7557

Mr. Tom Burgoyne, Site Supervisor
American Tower
c/o Corporate Headquarters
116 Huntington Avenue, 11th Floor
Boston, MA 02116

Re: West Quasset Road, Woodstock
Cell Tower

Dear Mr. Burgoyne,

Please be advised that the parcel of land on West Quasset Road in Woodstock, CT, owned by Quasset Hill Farm LLC and the proposed site for a rebuilt or replacement cell tower, is not within the boundaries of a historic district in the town of Woodstock. Dismantling and rebuilding of the stone wall for access to the site should not be affected by existing historic guidelines, however, if the rebuilt or replacement tower is to be in any way different than the current tower, there may be other town commissions that should review the proposal.

If you have questions for the Woodstock Historic District Commission, please call upon me at 860-963-2664.

Sincerely,

Evelyn Cole Smith, Chair
Woodstock Historic District Commission