

STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051 Phone: (860) 827-2935 Fax: (860) 827-2950 E-Mail: siting.council@po.state.ct.us Web Site: www.state.ct.us/csc/index.htm

February 20, 2002

Thomas J. Regan, Esq. Brown, Rudnick, Freed & Gesmer, P.C. 185 Asylum Street, CityPlace I Hartford, CT 06103-3402

RE:

TS-SPRINT-052-020118 - Sprint Spectrum, L.P. d/b/a Sprint PCS request for an order to approve tower sharing at an existing telecommunications facility located at 319-321 New Britain Avenue, Farmington, Connecticut.

Dear Attorney Regan:

At a public meeting held February 14, 2002, the Connecticut Siting Council (Council) ruled that the shared use of this existing tower site is technically, legally, environmentally, and economically feasible and meets public safety concerns, and therefore, in compliance with General Statutes § 16-50aa, the Council has ordered the shared use of this facility to avoid the unnecessary proliferation of tower structures. This facility has also been carefully modeled to ensure that radio frequency emissions are conservatively below State and federal standards applicable to the frequencies now used on this tower.

This decision is under the exclusive jurisdiction of the Council. Any additional change to this facility may require an explicit request to this agency pursuant to General Statutes § 16-50a or notice pursuant to Regulations of Connecticut State Agencies Section 16-50j-73, as applicable. Such request or notice shall include all relevant information regarding the proposed change with cumulative worst-case modeling of radio frequency exposure at the closest point uncontrolled access to the tower base, consistent with Federal Communications Commission, Office of Engineering and Technology, Bulletin 65. Any deviation from this format may result in the Council implementing enforcement proceedings pursuant to General Statutes § 16-50u including, without limitation, imposition of expenses resulting from such failure and of civil penalties in an amount not less than one thousand dollars per day for each day of construction or operation in material violation.

This decision applies only to this request for tower sharing and is not applicable to any other request or construction.

The proposed shared use is to be implemented as specified in your letters dated January 18, 2002, January 28, 2002, and February 4, 2002.

Thank you for your attention and cooperation.

Very truly yours,

Mortimer A. Gelston

Chairman

MAG/RKE/laf

 c: Honorable Arline B. Whitaker, Chairman Town Council, Town of Farmington Jeffrey Ollendorf, Town Planner, Town of Farmington Michael Whalen, Chief of Police, Farmington Police Department



THOMAS J. REGAN ATTORNEY AT LAW

Direct Dial: 860.509.6522 E-Mail: tregan@brfg.com

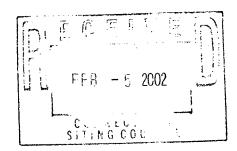
http://www.brownrudnick.com

VIA HAND DELIVERY

February 4, 2002

Mortimer A. Gelston, Chairman Connecticut Siting Council 10 Franklin Square New Britain, CT 06051

RE: <u>TS-SPRINT-052-020118</u>



Dear Chairman Gelston:

At the Connecticut Siting Council's (the "Council") regularly scheduled meeting on January 31, 2002, the Council agreed to table its decision on the Sprint Spectrum, L.P. d/b/a Sprint PCS ("Sprint") Tower Sharing Proposal dated January 18, 2002 (the "Proposal") on the basis that the tower in question had not been constructed. Sprint would like to take this opportunity to provide the Council with additional background on its Proposal, and the need for approval of this Proposal prior to the construction of the tower.

In November 2000, the Town of Farmington (the "Town") sent out a Request for Proposal ("RFP") "to construct a communication tower and support building, to be deeded to the Town for no cost, on property owned by the Town known as lots 319-321 New Britain Avenue, Unionville, Ct." (the RFP and its Addendum are attached hereto as Exhibit A). The subject property is the site of the Town's new police headquarters. The tower's primary user will be the Town, which will be placing all of its public safety communication equipment on the top thirty (30) feet of the tower, as indicated in the site plan attached to the Proposal.

A Partnership of

Professional Corporations

CITYPLACE I

185 ASYLUM STREET

HARTFORD, CONNECTICUT 06103-3402

860-509-6500

Fax: 860-509-6501

Boston / Providence / London / Belgium



Mortimer A. Gelston, Chairman February 1, 2002 Page 2

Sprint submitted its response to the RFP to the Town in December 2000. On January 19, 2001, Sprint was informed that it was among the finalists and was requested to submit additional information to the Town (a copy of the January 19, 2001 letter is attached hereto as Exhibit B). On February 5, 2001, the Town informed Sprint that it had selected Sprint to build the communications tower (a copy of the February 5, 2001 letter is attached hereto as Exhibit C).

On May 18, 2001 Sprint and the Town entered into a Lease Agreement, which was amended on December 14, 2001 (the Lease Agreement, as amended, is attached hereto as Exhibit D). In Paragraph 2 of the Lease Agreement, Sprint agreed to construct the tower on behalf of the Town. In consideration for Sprint constructing the tower for the Town at no cost to the Town, Sprint was granted a reduced monthly rent payment of \$1,060.00 for the collocation of its antennas on the tower.

The Town, acting through its Town Manager, Kathleen Egan, applied to the Farmington Planning and Zoning Commission (the "Planning and Zoning Commission") for a Special Permit to construct the tower on January 5, 2001 (a copy of which is attached hereto as Exhibit E). The Town was represented at the public hearings on the application by Attorney Kenneth Pocius and Police Chief Michael Whalen. Sprint, AT&T Wireless and Voicestream each submitted testimony in support of the application before the Planning and Zoning Commission, which unanimously approved the Special Permit on July 23, 2001 (a copy of the Planning and Zoning Commission approval is attached hereto as Exhibit F).

The Connecticut Department of Environmental Protection issued its final approval for the site on January 12, 2002.

Sprint, which acknowledges the Council as having primary jurisdiction for the siting of PCS facilities in Connecticut, then submitted its Proposal to the Council seeking the Council's approval to place its antennas on the Town tower. Sprint views the Council's approval of the Proposal as required prior to Sprint to releasing the funding necessary to construct the tower.

The Town is extremely eager to have Sprint begin construction of the tower. Once the tower is constructed, it will significantly improve the Town's public safety communication system. Therefore, based on the facts outlined herein, Sprint respectfully requests that the Council approve the Proposal.



Town of Farmington

POLICE DEPARTMENT 1 Monteith Drive

RMINGTON, CONN. 06032-1053 PHONE (860) 675-2400



JAMES V. RIO EXECUTIVE OFFICER RioJ@Farmington-CT.org

February 5, 2002

Mortimer A. Gelston, Chairman Connecticut Siting Council 10 Franklin Square New Britain, CT 06051

> Tower Sharing Application of Sprint Spectrum, L.P., d/b/a Sprint PCS, Re: 3 19-312 New Britain Avenue, Farmington, Connecticut

Dear Chairman Gelston:

I am writing to request the Connecticut Siting Council (the "Council") approve the above-referenced Tower

The tower, which is the subject of this application, will be owned by the Town of Farmington and located at the The tower, which is the subject of this application, will be owned by the Town of Farmington and located at the Town's new police headquarters. It will be a vital part of the Town's improved public safety communication. Town's new points and Zoning Commission. The town's unanimously approved by the Town Planning and Zoning Commission.

In order to reduce the cost of providing the improved public safety communication system, Sprint and the Town In order to reduce the cost of providing the improved public safety communication system, Sprint and the Town have agreed that Sprint would pay to construct the tower. The tower will be owned and operated by the Town. have agreed that Spine 10 to construct the tower. The tower will be owned and operated by the This agreement, which is part of Sprint's rent for collocating its antennas on the tower, was the result of a

However, since Sprint believes Council approval is necessary for Sprint to install its antennas on the tower prior to approve Sprint's application to place its antennas on the tower prior to However, since Sprint concress council approval is necessary for Sprint to install its antennas on the tower, the Council must approve Sprint's application to place its antennas on the tower prior to construction of the tower.

The Town requests that the Council grant its approval of Sprint's Tower Sharing Application so as to allow for The Town requests that the specific supproval of Sprint's Tower Sharing Application so as to allow the construction of the tower and an improved public safety communication system for the residents of the

If you have any questions, please do not hesitate to contact me. In addition, I would be happy to meet with the

Chief of Police



Mortimer A. Gelston, Chairman February 1, 2002 Page 3

If you have any further questions, do not hesitate to contact the undersigned or Farmington Police Chief Michael Whalen directly.

Very truly yours,

BROWN RUDNICK FREED & GESMER, P.C.

TJR/bh Enclosures

cc/encl:

Michael Whalen, Farmington Chief of Police

Mr. Thomas Kincaid, Sprint Spectrum, L.P.

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Certificate of Service

This is to certify that on this 5th day of February 2002, a copy of a letter to the Connecticut Siting Council dated February 4, 2002 was sent, via first class mail, to the following:

Jeffrey Ollendorf, Town Planner Town of Farmington One Monteith Drive Farmington, CT 06032	Michael Whalen, Chief of Police Town of Farmington 319-321 New Britain Avenue Farmington, CT 06032	
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By: Thomas I. Regan, Esq.

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STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

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February 20, 2002

Thomas J. Regan, Esq. Brown, Rudnick, Freed & Gesmer, P.C. 185 Asylum Street, CityPlace I Hartford, CT 06103-3402

RE:

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Dear Attorney Regan:

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The proposed shared use is to be implemented as specified in your letters dated January 18, 2002, January 28, 2002, and February 4, 2002.

Thank you for your attention and cooperation.

Very truly yours,

Maturi A. Halitan Mortimer A. Gelston

Chairman

MAG/RKE/laf

 Honorable Arline B. Whitaker, Chairman Town Council, Town of Farmington Jeffrey Ollendorf, Town Planner, Town of Farmington Michael Whalen, Chief of Police, Farmington Police Department

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LEGAL NOTICE REQUEST FOR PROPOSAL COMMUNICATION TOWER CONSTRUCTION PROJECT

The Town of Farmington invites firms to submit proposals to be considered for the construction of a communication tower on the property known as 319-321 New Britain Avenue, Unionville, Ct. Proposal specifications may be obtained at the Town Manager's Office, Town of Farmington, 1 Monteith Drive, Farmington, CT 06032-1053 or by calling 860-675-2350 or by requesting through e-mail at BullD@Farmington-CT.org.

The Town of Farmington will hold a pre-proposal conference for any vendor questions, etc., on Monday, November 20, 2000 at 9:00AM at the Town Hall in the Council Chambers. A site visit will be included as part of the conference. All vendors are strongly urged to attend.

The RFP shall be submitted before 3:00PM on Friday, December 1, 2000. RFP shall be sent to: Lynne P. Celentano, Purchasing & Insurance Coordinator, Town of Farmington, Town Managers Office, 1 Monteith Drive, Farmington, CT 06032-1053. Facsimiles will not be accepted. Outside of envelope shall be marked as followed: RFP – Communication Tower.

The bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 3, 17, 11246, 11375 11478 and if applicable, the Connecticut Fair Employment Practice Law.

The Town of Farmington reserves the right to accept or reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP and to negotiate a contract with the successful firm.

Lynne P. Celentano
Purchasing & Insurance Coordinator

Request for Proposal

Communication Tower Construction Project

The Town of Farmington will receive proposals to the attention of Lynne P. Celentano, Purchasing & Insurance Coordinator in the Town Managers Office, Farmington Town Hall, 1 Monteith Drive, Farmington, Connecticut 06032-1053 for construction and maintenance of a communication tower (not to exceed 200') as described in the descriptions described herein. Proposals must be received in the Town Manager's office by 3:00 P.M. on Friday, December 1, 2000. Facsimiles will not be accepted. All documents included in specifications must be completed and returned with proposal.

Technical questions may be directed to Chief Michael Whalen at 860-675-2450 or by e-mail at WhalenM@l:armington-CT.org.

Request For Proposal Farmington Police Communication Tower

I. Project Definition

The Town of Farmington is seeking proposals to construct a communication tower and support building, to be deeded to the Town for no cost, on property owned by the Town known as lots 319-321 New Britain Avenue, Unionville, Ct. This tower should have a height not to exceed 200 ft. and designed as a self-supporting, Pirod (or equal) lattice tower. The design should accommodate the Town's communication equipment as well as three wireless telecommunication service providers.

The successful applicant shall be responsible for all facets of pre-construction and post-construction, including all costs and test borings. The successful vendor shall act as a co-applicant with the Town of Farmington with regard to submissions to the Town Plan and Zoning Commission.

The successful applicant will provide all maintenance and support resources, following the construction of the tower, for a period of not less than 20 years.

II. Matters To Be Included in The Proposal

Interested parties shall include information concerning the following issues in their proposal:

- A. Project Timeline The proposal must include a project timeline outlining specific dates for the beginning and end of the construction period.
- B. Rent The proposal must include information concerning the proposer's rental payments, as well as any sharing of co-tenant rental income.
- C. Terms of the agreement The proposal must include a description of the length of the initial agreement, including any extensions. The term of the agreement should cover a period of not less than 20 years.
- D. Use The proposal should include all terms regarding the use, maintenance and operation of the tower and support building, including use by co-tenants.

- E. Insurance and Indemnification The proposal should include language allowing for the procurement and maintenance of an insurance policy as dictated herein. The proposal must also include indemnification and hold harmless language in favor of the Town of Farmington and list the Town of Farmington as "Additional Insured".
 - 1. The Contractor shall be responsible for maintaining insurance, coverage in force for the life of this Contract, and in addition, until the expiration of the guarantee period, of the kinds and in the adequate amounts to secure all of his obligations under the Contract; and with insurance companies licensed to write such insurance in the State of Connecticut. The kinds and amounts of such insurance carried shall not be less than that stipulated herein, and the Contractor agrees that the stipulation of the kinds and minimum amounts of insurance coverage, or the acceptance by the Owner of certificates indicating the kinds and limits of coverage, shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Owner, the Engineer, their agents, and employees from any claims for damages arising out of this Contract to either persons or

The following "Indemnity Agreement" shall apply and must be stated on contractor's "Certificate of Insurance".

"Contractor will indemnify and hold owner harmless against any and all claims, damages, losses, costs, penalties, expenses and compensation arising out of injuries and damages sustained by or alleged to have been sustained by, any person or persons or any property, real or personal, which is or is alleged to be, occasioned in whole or in part by the acts or omissions of contractor, material suppliers or anyone directly or indirectly employed by them or any of them while engaged in the performance of their work".

Contractor shall furnish insurance certificates endorsed as noted: Town of Farmington as "Additional Insured". Certificates of Contractors Insurance Company Form shall be submitted to the owner in the Bid Proposal.

- Upon award of Bid, CONTRACTOR shall submit Certificate of Insurance as required. Town of Farmington, Connecticut shall be named as "Additional Insured" on all certificates.
- 3. The Town may request the Contractor to submit copies of the required insurance policies for further review if necessary. The Town of Farmington may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved. The Contractor shall require its subcontractors to obtain policies of similar insurance before each commences work. The Contractor shall furnish the Owner with Certificates of Insurance for all policies held by his Subcontractors in conjunction with this project. All such insurance shall be carried with financially responsible insurance companies, kept in force throughout the guarantee period. Certificates of insurance, covering all operations under this Contract, which expire before the Contractor's work is accepted by the Town of Farmington shall be renewed and submitted to the Town of Farmington for its approval. All subcontractors Certificate of Insurance shall list the Town of Farmington as "Additionally Insured".
- 4. It is expressly understood that the Contractor shall maintain all insurance policies required herein in force until the completion of the project and final acceptance by the Owner. He alone shall be responsible for renewing all policies as they may expire and providing the Owner with Certificates of Insurance for and copies of all policies current and in force. If the Contractor fails to provide insurance as required herein or fails to provide the owner evidence of such insurance in the form of Certificates of Insurance for and copies of all policies and renewals thereof, the Owner may, without notice being given, order the Contractor to suspend work on all or portions of the project until such time as the Contractor provides evidence of insurance satisfactory to the Owner. This right to suspend work shall be in addition to any other rights afforded the Owner under the terms of this Contract. Any such suspension of work ordered by the Owner because of a failure by the Contractor to provide the required insurance or to provide the Owner evidence of such insurance shall not entitle the Contractor to an extension of the Contract Time or an increase of the Contract Price and a Change Order shall not be issued.
- Insurance: Insurance shall be written for not less than any limits of liability required by law or those set forth below,

whichever is greater. If your limits are not equal to the following, please submit your limits with the bid proposal for our review.

- a) Worker's Compensation Statutory Employers Liability - \$100,000/500,000/100,000
- b) Commercial General Liability
 Rodily and Personal Liability & Property Damage
 \$1,000,000 Per Occurrence
 \$2,000,000 Annual Aggregate
 Products and Completed Operation hazard must be included
- c) Comprehensive Auto Liability
 Including Coverage of Owned, Non-Owned, & Rented Vehicles
 \$1,000,000 Per Occurrence
- d) Excess Liability \$1,000.000 Minimum

The insurance shall be placed with such company as may be acceptable to the Owner. The policy shall be submitted to the Owner for examination and satisfactory certificates of said insurance shall be submitted with contractor's bid to the Owner. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations, and in the event that the Contractor's policy does not cover every subcontractor, certificate of insurance issued on policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to commencement of such subcontract operations.

a) The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor, each certificate of insurance shall name the Owner as Additional Insured.

Other Insurance Requirements:

- In the event the form of any policy or certificate or the amount of the insurance or the companies writing same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in the form, in the amount anglor with companies satisfactory to the Owner.
- 2. The Contractor shall not cause policies to be canceled or permit them to lapse. All insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability, or amount of insurance until notice has been sent, by registered mail, to the Owner stating when not less than fifteen (15) days thereafter, such cancellation or reduction shall be
- All certificates of insurance shall contain true transcripts from the policy authenticated by the proper office
 of the insurer evidencing in particular those insured, the extent of the insurance applies, the expiration date,
 and the above mentioned notice of cancellation clause.
- Equal insurance shall be provided by any and all subcontractors of the work, regardless of the value of the work, unless otherwise modified in writing by the Owner.
- All insurance specified in this Contract shall be provided by the Contractor and all subcontractors at no additional expense to the Owner.
- 6. The Contractor shall require that the Insurance company(ies) from whom policies shall be acquired shall have reviewed all of the requirements for insurance as set forth in this document prior to execution of the Contract and he shall submit, with his Bid, a Certificate of CONTRACTORS Insurance Company executed by the insurance companies asserting that the policy(ies) provided comply with all of the requirements set forth in this document.

INDEMNITY OF THE TOWN BY CONTRACTOR:

The Contractor shall, at all times, indemnify and save harmless the Owner, the Engineer, and their employees, officers, and agents against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Owner and the Engineer, and shall defend, indemnify and save harmless the Owner and the Engineer from any and all claims, demands, suits, actions or proceedings of any kind or whomsoever in any way resulting from or arising out of operations on connections herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his subcontractors.

Insurance coverage specified elsewhere herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way tessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance, which in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner and the Engineer, against all hability, judgments, costs and expenses which may in any way come against the Owner and/or the Engineer, or which may in any way result from carelessness, omission or neglect of the Contractor resulting from the operation in connection herewith, including all liability to the Owner resulting from failure to erect or maintain sufficient railing or fence as required by Section 13a-149, Connecticut General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the Contract.

The Town of Farmington requires a 100% Lishor/Material Bond and a 100% Performance Bond for this project.

- F. Dismantling The proposal should include language regarding the parties' responsibilities with regard to dismantling the tower, if such need should arise during the terms of the agreement.
- G. References The proposal must include at least three references related to construction of similar towers, in the Connecticut or New England area, within the last five years. References will include a name, address and telephone number of a contact person.

The Town of Farmington reserves the right to accept or reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP and to negotiate a contract with the successful firm.

ALL ADDENDA WILL BE POSTED TO THE TOWNS E-MAIL ADDRESS AND THE STATE OF CONNECTICUT BID SITE. HOWEVER, IT IS THE RESPONSIBILITY OF THE VENDOR TO CHECK FOR ANY ADDENDA ADDED TO THE REP A MINIMUM OF FORTY EIGHT HOURS IN ADVANCE OF THE DEADLINE.

Eight copies of the RFP shall be sent to:

Lynne P. Celentano, Purchasing and Insurance Coordinator Town of Farmington 1 Monteith Drive Farmington, CT 06032-1053

RFP - Communication Tower

ADDENDUM #1

RFP COMMUNICATION TOWER CONSTRUCTION PROJECT POLICE FACILITY/COMMUNITY CENTER TOWN OF FARMINGTON

DATE: November 20, 2000

A pre-bid conference was held at 9:00AM on November 20, 2000, in the Town Council Chambers of Town Hall and at the site. NOTE: RFP SUBMITTAL HAS BEEN EXTENDED TO 3:00PM, FRIDAY, DECEMBER 15, 2000. The following are additional corrections to RFP:

- 1) Town will be a co-applicant. Proposal will require going through ZBA and TPZ. Town staff will support the application.
- 2) Communication tower contractor and/or carrier will coordinate construction schedule and activities with the general contractor.
- 3) In regards to town antenna height and Town of Farmington portion see attached antenna specifications.
- 4) Design of tower carrier placement up to vendor not limited to three, but needs of Town of Farmington must be met first.
- 5) Painting of lattice tower to be determined by ZBA and TPZ.
- 6) Attached please find a DRAFT preliminary site plan drawing. In regards to support building the size on the drawing is incorrect. The correct dimensions are 90' x 30'. Support building to be built by tower contractor and to be divided as follows: There will be 4 secure spaces each 15' x 25' deep with single entrance doors. The last section of 30' x 25' will have 1 single entrance door (for future use) and a standard overhead garage door.
- 7) Generator power will service the Support Building and will support all carriers.
- 8) Specification on brick attached (to match Police Facility and Community Center). Roof will be asphalt shingle and ridge will run length of building.
- 9) Footprint sitework will be the responsibility of the tower contractor. Site would be prepped by tower contractor to correspond with flood elevation requirements.

- 10)Latitude/Longitude coordinates are not available from the Town of Farmington as site location is approximate until finalized. They are the responsibility of the tower contractor.
- 11)Test Point Data See attached for general boring information and specifics of the two closest locations.
- 12) Town of Farmington requires a 2 hour rated block firewall with roof assembly seperating the 30' section from the multiple 15' sections.
- 13) Building shall be built to all Federal, State and Town of Farmington regulations and carrier requirements.
- 14)Flood line is not staked.
- 15)RFP SUBMITTAL HAS BEEN EXTENDED TO 3:00PM FRIDAY, DECEMBER 15, 2000.
- 16)Attached are copies of the sign in sheet at the pre-bid conference meeting on 11/20/00 and also a copy of the vendor list of firms who have obtained copies of the RFP prior to the 11/20/00 pre-bid conference.

Any technical questions shall be directed to Captain Jeffrey Yates at 860-675-2400.

Lynne P. Celentano
Purchasing & Insurance Coordinator
Town of Farmington
1 Monteith Drive
Farmington, CT 06032-1053
860-675-2355
860-673-8233 fax
CelentanoL@Farmington-CT.org

TOWN HALL 1 MONTEITH DRIVE FARMINGTON, CONNECTICUT 06032-105:

INFORMATION (860) 675-2300 FAX (860) 675-7140 "TOWN TALK" (860) 675-2301

January 19, 2001

VIA FACSIMILE AND REGULAR MAIL

Mr. J. Wayne Medlin Sprint Spectrum, LP One International Blvd. 3rd Floor Mahwah, New Jersey 07495

RE: CELL TOWER PROPOSAL TO TOWN OF FARMINGTON

Dear Mr. Medlin:

This letter is to formally notify you that your proposal is one of those being given final consideration by the Town of Farmington.

At this point, we have considered all information provided to us including that by phone, fax, and mail since your initial proposal of December 15th. We now expect that three major carriers will occupy the tower, in addition to the Town's equipment and perhaps three regional carriers. Do you agree with this loading and to what extent are you willing to commit? We have also concluded that ownership of the tower, (as well as the support building) should be turned over to the Town upon completion of construction. Management and maintenance issues will then be handled by agreement with the builder of the facility. Since the proposed location is in a flood zone, would flood insurance be required and if so would you be willing to pay for it?

There are a few issues in need of clarification. First, would your proposal allow for the Town to occupy the small equipment room in the support building closest to the tower since its antennae(s) will apparently be located at the top of the tower? Is the tower built to accommodate loading requirements for six carriers in addition to Town equipment? While you are installing underground conduits would you be willing to install the same for the Town connecting the support building to the Police Department's communication equipment room?—If there would be cost to the Town, how much? Please confirm that you will provide and install Town antennas, mounting brackets, coax, etc. on the tower at no cost to the Town. (See enclosure by Jeffrey A. York for these two points of information). Finally, what is your position concerning dismantling of the tower in the future should it become necessary?

We are assuming that in accordance with your January 9th (copy enclosed) supplement to the proposal, the Town would receive all revenue from the second and all subsequent carriers. Please confirm this and suggest a mechanism and the cost of same for management and maintenance issues. As stated earlier the Town would like the tower builder to be responsible for these issues.

Please consider the contents of this letter as supplemental to the Town's RFP; and advise of any issues you may have with it. We would ask you to respond with your final best proposal by February 1, 2001. We will select from these final proposals without further negotiations; and



prepare an agreement for review and approval by the Farmington Town Council. The Town will propose the inclusion of the following provisions, some of which may already be in your standard

- 1. Voluntary termination:
 - No termination for first five (5) years.
 - Thereafter, six (6) months notice or an equivalent termination fee.
- 2. No Town representations except due authorization.
- 3. Non-refundable security deposit, due on lease execution; and credit to rent upon completion of
- 4. Bond/security to insure completion of facility.
- 5. Town consent required for assignments, subleases and facility modifications, not unreasonably withheld, conditioned or delayed.
- 6. Tenant default provisions:
 - All "rents" due within ten (10) days, without necessity of notice.
 - Any uncured default permits Landlord termination and acceleration of payment of "rent" for the balance of then term.
 - Indemnity from subtenant claims.
- 7. All lease provisions must protect Town's ownership of the Tower, the Town's facilities and their continued operation.
- 8. Timetable for commitment of all carriers with a provision for base rent by an agreed amount until realized.
- 9. Definition of Sublease rents—should include "value" of services or sharings, if any, which are in lieu of or effectively reduce the subtenants rent (therefore the Town's share).
- 10. Confirmation of deadline for approvals, "other" due diligence required dates and start/completion dates for construction

We have applied for zoning approval and are planning for a public hearing in February.

Thanks for your interest in this project; I'll look forward to your reply.

Sincerely,

Jeffrey S. Yates, Project Coordinator

Town of Farmington

JSY:clg

cc: Kathleen Eagen, Acting Town Manager Lynne Celentano, Purchasing & Insurance Co-ordinator Jeffrey Ollendorf, Planning Director Michael Whalen, Chief of Police

Robert O'Connor, NBC

TOWN HALL 1 MONTEITH DRIVE FARMINGTON, CONNECTICUT 06032.

INFORMATION (860) 675-2300 FAX (860) 675-7140 "TOWN TALK" (860) 675-2301

February 5, 2001

Mr. J. Wayne Medlin Sprint Spectrum, LP One International Blvd. 3rd Floor Mahwah, New Jersey 07495

RE: CELL TOWER PROPOSAL TO TOWN OF FARMINGTON

Dear Mr. Medlin:

We are pleased to inform you that the Town of Farmington has selected Sprint to partner with us in building a tower facility at 319 New Britain Avenue, Unionville. We would be pleased to meet with you and/or Mr. Rob O'Connor at your earliest convenience to work out final details and prepare for the public hearing required by our zoning regulations, tentatively scheduled for March 12, 2001.

I will look forward to receiving the proposed lease (February 9th will be fine), after which it will be reviewed by the Town's Attorney—Kenneth J. Pocius, Carmody & Torrance LLP, P.O. Box 1110, Waterbury, CT 06721-1110, Telephone 203-575-2631, FAX 203-575-2600.

Thank you for your interest in this project; we look forward to working with you.

Sincerely.

Jeffrey S. Yates, Project Coordinator

Town of Farmington

JSY:clg

Cc: Kathleen Eagen, Acting Town Manager

Lynne Celentano, Purchasing & Insurance Co-ordinator

Jeffrey Ollendorf, Planning Director

Michael Whalen, Chief of Police

Robert O'Conner, NBC

Atty. Kenneth Pocius

CELLULARWIRELESS COMMUNICATIONS LEASE AGREEMENT CE 33XC 534

This Lease is entered into this ___day of ____, 2001, by and between Sprint Spectrum, L.P., a Delaware limited partnership ("TENANT"), having its principal place of business at Crossroads Corporate Center 1 International Boulevard, Suite 800, Mahwah, NJ 07495, and the Town of Farmington, a Connecticut municipal corporation ("LANDLORD"), having its principal place of business at 1 Monteith Drive, Farmington, CT 06032-1053.

- 1. The Property. LANDLORD is the owner of a certain parcel of real property (the "Property") located at 319-321 New Britain Avenue, Unionville, Connecticut; said property being the same as that known as the Assessor's Parcel No. 1-13-19.
- 2. Premises and Use. LANDLORD leases to TENANT the site described below:
- Equipment shelter space for the location of base station equipment consisting of approximately 375 square feet within the concrete block equipment shelter to be constructed by TENANT on behalf of LANDLORD;
- Tower antenna space between the 167 and 173 foot levels on the 190 foot lattice-style tower (the "Tower") to be constructed by TENANT on behalf of LANDLORD:
- Temporary space, during the construction of the Facility (as defined below), of real property consisting of approximately 27,000 square feet of land;
- Space required for cable runs to connect equipment and antennas, in the location(s) approved by LANDLORD and shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of TENANT, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by TENANT for the purpose of constructing a telecommunications tower, equipment building and related improvements (the "Facility") and for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, cellular/wireless communications equipment on and in the Facility (the "PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), and related fixtures, all as more particularly described on Exhibit B attached hereto. LANDLORD and TENANT hereby agree that the Site, including any nonexclusive easement area (defined herein), will be surveyed before the Commencement Date by a licensed surveyor at the sole cost of TENANT, and such survey shall then supplement Exhibit A, and become a part hereof and shall control to describe the Site and non-exclusive easement area in the event of any discrepancy between such survey and the description of the boundary of the Site contained herein. TENANT will use the Site in a manner which will not unreasonably disturb the occupancy of LANDLORD's other tenants. TENANT will have access to the Site twenty-four (24) hours per day, seven (7) days per week.
- 3. Term. The term of this Agreement (the "Initial Term") is five (5) years, commencing on that date ("Commencement Date") which is the earlier of (a) 30 days after the Issuance of a building permit for the Facility and the PCS, or (b) October 1, 2001; provided, however, that if as of October 1, 2001, TENANT has pending governmental permit applications for the Facility and the PCS or a pending appeal of a governmental authority decision relative to the Facility or the PCS, then the Commencement Date shall be extended until that date which is 30 days after such pending applications are favorably decided (with no appeal thereof) and such appeal is favorably decided or favorably resolved. This Agreement will be automatically renewed for three additional terms of five years each, and then one additional term of four years (each, a "Renewal Term"), unless TENANT provides LANDLORD notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.
- 4. Rent. Beginning on the Commencement Date, rent will be paid in equal monthly installments of \$1,060.00 and on the first (1st) day of each calendar month thereafter (until increased as set forth herein), partial months to be pro rated, in advance. The rent due hereunder will be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the rent in effect for the immediately preceding year. Any rent payment not made within fifteen (15) days of its due date shall require a late payment penalty of five percent (5%) of the amount of such payment.
- 5. Title and Quiet Possession. LANDLORD represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that TENANT is entitled to access to the Site at all times and to the quiet possession of the Site throughout the initial Term and each Renewal Term so long as TENANT is not in default beyond the expiration of any cure period; and (e) that LANDLORD will not have unsupervised access to the TENANT'S antennas, conduits, base station and related equipment at the Facility.

- 6. Assignment/Subletting. TENANT shall not assign or transfer its under this Agreement or sublet all of the Site without notice to or th written consent of LANDLORD, which consent shall-not be unreas withheld, conditioned or delayed; provided, however, that TENANT assign or transfer its rights under this Agreement to an Affiliate without to or the prior written consent of LANDLORD if such assignee agrees bound by the terms and conditions of this Agreement. The following shall have the following meanings for purposes of this Section of Agreement:
- "Affiliate" shall mean any subsidiary, affiliate or successor legal entity, party controlling, controlled by, or under common control with TENANT, party which acquires substantially all of the assets of TENANT.
- 7. Improvements. (a) Within 10 days after the Commencement TENANT or its independent contractor shall, at TENANT'S exp commence construction of the Facility and the PCS in accordance w plans and specifications attached hereto as Exhibits A and B, which hereby are approved by LANDLORD. Absent force majeure or interfe from LANDLORD'S other construction projects on the Property, constr of the Facility shall be completed within 80 days of commencement the TENANT shall obtain the written consent of LANDLORD prior to makin modifications necessary to accommodate the Facility or the PCS that a shown on Exhibit B, excluding such ordinary replacements and repa TENANT deems necessary from time to time for the operation of the which consent shall not be unreasonably delayed, withheld or condi-TENANT shall have obtained all necessary governmental approval permits prior to commencing construction. All of TENANT's contracto subcontractors shall be duly licensed in the State of Connecticut, termination or expiration of this Agreement, TENANT will remove the from the Facility. LANDLORD's representatives may inspect the Site the course of construction of the Facility, provided such inspection do interfere with the progress of such construction.
- (b) Notwithstanding anything to the contrary contained in this Agree upon the completion of construction of the Facility by TENANT'S independent of construction of the Facility by TENANT'S independent of inspection and acceptance by LANDLORD, which inspection shall be within ten (10) days of TENANT'S notice to LANDLORD of completion cowork, and the written acknowledgement of the inspection and accepta the Facility by TENANT, TENANT shall transfer lien free ownership Facility (excluding the PCS) to LANDLORD and LANDLORD and TENANT execute the Bill of Sale attached to this Agreement as Exhibit C. unreasonable deficiencies disclosed by LANDLORD'S inspection of Facility shall be promptly corrected by TENANT or TENANT's Independent of the Facility works.
- (c) TENANT and LANDLORD will cooperate with each other regarding multiple construction projects on the Property so as to avoid interference each other.
- (d) TENANT shall require a warranty of workmanship and materials TENANT'S independent general contractor for the Facility and manufacturer of the Tower. Such general contractor's warranty commence no earlier than the final completion (as defined in the construction of the Facility construction and shall be for at least a period (1) year from that date. Such manufacturer's warranty shall commer earlier than the purchase of the Tower and shall be for at least a period (10) years from such date. Both warranties shall be in writing and standard trends of the Tower and shall be in writing and standard trends of the general contraction of the general contraction manufacturer, as the case may be.
- 8. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent vovernight delivery. Notices to SSLP are to be sent to Sprint PCS, Cross Corporate Center, Suite 800, One International Boulevard, Mahwah, NJ 07495, Attention: Lease Management, with a copy to Sprint Law Depar 6391 Sprint Parkway, Mailstop KSOPHT0101Z2020, Overland Park, Ka 66251-2020, Attention: Sprint PCS Real Estate Attorney. Notices to Owmust be sent to the address shown underneath Owner's signature.
- 9. Compliance with Laws. TENANT will substantially comply wapplicable laws relating to its possession and use of the Site and const of the Facility. TENANT will use diligent efforts to obtain all necessary pand approvals to install the Facility and the PCS. As used herein, the "diligent efforts" shall not require TENANT appeal any denial of a period application.
- 10. Interference. TENANT will resolve technical interference problem other equipment located on the Property on the Commencement Date

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

- 11. Utilities. TENANT will pay for all utilities used by it at the Site. LANDLORD will cooperate with TENANT in TENANT's efforts to obtain utilities from any location provided by LANDLORD or the servicing utility, including signing any easement required by the utility company.
- 12. Taxes. As the Site is town-owned property, no property taxes are paid thereon. If, however, LANDLORD places an assessed value on the TENANT's antennas, conduits, base station equipment and related equipment at the Facility, TENANT will pay any such reasonable tax assessment to LANDLORD.
- 13. Termination. TENANT may terminate this Agreement at any time by notice to LANDLORD without further liability (a) if TENANT, after using diligent efforts, does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or (b) if any such approval is canceled, or is withdrawn or terminated, beyond TENANT's reasonable control, or (c) if LANDLORD fails to have proper ownership of the Site or authority to enter into this Agreement, or (d) if TENANT, for any other reason, in its sole discretion, elects to terminate this Agreement, provided that the TENANT is not then in material default under this Agreement. termination, all prepaid rent will be retained by LANDLORD unless such termination is due to LANDLORD's failure of proper ownership or authority, or such termination is a result of LANDLORD's default. Notwithstanding anything in this Agreement to the contrary, TENANT shall not terminate this Agreement pursuant to clause (d), above, for the period after the Commencement Date through the expiration of the Initial Term. Notwithstanding anything in this Agreement to the contrary, TENANT shall not terminate this Agreement pursuant to clause (d), above, during any Renewal Term unless TENANT gives LANDLORD six (6) months' prior written notice of such termination or unless TENANT pays LANDLORD a termination fee equal to six (6) times the then applicable monthly rent hereunder.
- 14. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money after completion of the construction of the Facility, or (c) 15 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money before completion of the construction of the Facility, then, in either event, the non-defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within the applicable cure period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such applicable cure period and proceeds with due diligence to fully cure the default.
- 15. Indemnity and Insurance. (a) TENANT will indemnify LANDLORD against and hold LANDLORD harmless from any and all claims, damages, losses, costs, penalties, expenses and compensation arising out of injuries and damages sustained by or alleged to have been sustained by, any person or persons or any property, real or personal, which is or is alleged to be occasioned in whole or in part by the acts or omissions of TENANT, or TENANT's agents, employees or independent contractors. The TENANT shall, at all times, indemnify and save harmless the LANDLORD and LANDLORD's employees, officers, and agents against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the LANDLORD, and shall defend, indemnify and save harmless the LANDLORD from any and all claims, demands, suits, actions or proceedings of any kind or whomsoever in any way resulting from or arising out of operations in connection herewith, including operations of

TENANT's agents, employees or Independent contractors. LANDLORI indemnify TENANT inst and hold TENANT harmless from any arclaims, damages, k. .s, costs, penalties, expenses and compensarising out of injuries and damages sustained by or alleged to have sustained by, any person or persons or any property, real or personal, is or is alleged to be occasioned in whole or in part by the neglige intentional acts or omissions of LANDLORD, or LANDLORD's age employees or independent contractors.

- (b) TENANT will procure and maintain a public liability policy, with a certi of insurance to be furnished to LANDLORD within 30 days of written rec Insurance shall be written for the greater of any limits of liability require law or the following: (A) Worker's Compensation, statutory limits. Employers Liability, \$100,000/\$500,000/\$100,000; (B) Commercial Ge Liability including bodily and personal liability and property damages, 1,000,000 per occurrence, \$2,000,000 in annual aggregate, incl products and completed operation hazard; (C) Comprehensive Auto Liincluding coverage of owned, non-owned and rented vehicles at \$1,00 per occurrence, (D) Excess Liability at \$1,000,000 and (E) Builder's TENANT agrees (i) to obtain such insurance policy from an insu company licensed to write such insurance in the State of Connecticut, a that such policy will name LANDLORD as an additional insured. TEI shall not cause policies to be canceled or permit them to lapse. All insu policies shall include a clause to the effect that the policy shall not be su to cancellation or a reduction in the required limits of liability, or amou insurance until notice has been sent, by registered mail, to LAND! stating when not less than 15 days thereafter, such cancellation or red shall be effective. All certificates of insurance shall contain true trans from the policy authenticated by the proper officer of the insurer evidenc particular those insured, the extent of the insurance, the expiration date the above mentioned notice of cancellation clause. Equal insurance sh provided by any and all of TENANT's contractors, regardless of the va the work, unless otherwise modified in writing by LANDLORD. All insu specified in the Agreement shall be provided by the TENANT ar TENANT's contractors at no additional expense to the LANDLORD. party hereby waives its right of recovery against the other for any ic damage covered by any insurance policies maintained by the waiving Each party will cause each insurance policy obtained by it to provide the insurance company waives all rights of recovery against the other pa connection with any damage covered by such policy.
- (c) The TENANT shall require its contractors to obtain policies of a insurance before each commences work. The TENANT shall furnis LANDLORD with Certificates of insurance for all policies held by TEN contractors in conjunction with the construction. All contractors' Certifical Insurance shall list the LANDLORD as an additional insured.
- (d) Prior to the commencement of construction of the Facility, TENAN1 provide LANDLORD with performance, labor and materials bonds issuan insurance or surety company in favor of LANDLORD in the amount estimated cost of construction of the Facility and in form and subsreasonably satisfactory to the LANDLORD.
- 16. Hazardous Substances. LANDLORD hereby indemnifies TENAN holds TENANT harmless from any and all costs (including reaso attorneys' fees) and claims of liability or loss which arise out of the pre of any substance, chemical or waste, oil or hazardous material (collec "Hazardous Substance") that is identified as hazardous, toxic or danger any applicable federal, state or local law or regulation on or migrating fro Site or any adjacent real estate owned by the LANDLORD (collec "Premises") at any time, other than those Hazardous Substances which first released by TENANT upon the Premises. TENANT will not introd use any Hazardous Substance on the Site in violation of any applicable TENANT will assess and remediate (if necessary) in compliance w applicable laws and hereby Indemnifies LANDLORD and holds LAND harmless from any and all costs (including reasonable attorneys' fee claims of liability or loss which arise out of the release of any Haza Substance by TENANT upon the Premises. Upon obtaining knowledg release or threat of release of any Hazardous Substance on the Pre TENANT and the LANDLORD shall each have the right to notify the app regulatory authorities thereof without the prior consent of the other par with simultaneous notice to the other party) and to provide reasonable : to the Site to the employees, agents, and contractors of such agencies other persons conducting response actions in accordance with applicat The foregoing indemnifications shall survive any termination of this Agre and shall be in addition to any other rights which LANDLORD or TENAN have under applicable law.
- 17. Maintenance. LANDLORD will be responsible for repairin maintaining the Facility (excluding the TENANT's PCS equipment ther a proper operating and reasonably safe condition; provided, however such repair or maintenance is required due to the acts of TENANT, its

or employees, TENANT shall reimburse LANDLORD for the reasonable costs incurred by LANDLORD to restore the damager has to the condition which existed immediately prior thereto. LANDLOR. Ill maintain and repair in proper operating and reasonably safe condition those other portions of the Property used in conjunction with the access to or operation of the Site, or affecting such access or operation. TENANT will be responsible for repairing and maintaining the PCS in reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of LANDLORD, its agents or employees, LANDLORD shall reimburse TENANT for the reasonable costs incurred by TENANT to restore the PCS to the condition which existed immediately prior thereto.

- 18. Landlord's Equipment. (a) TENANT shall install certain of the LANDLORD'S radio equipment more particularly described in Exhibit E attached hereto (hereinafter referred to as the "LANDLORD's Equipment") on the Facility at TENANT's sole cost and expense, provided the LANDLORD's Equipment is purchased and delivered to the Site at LANDLORD's sole cost prior to commencement of Tower construction. LANDLORD agrees to hold TENANT free and harmless from any damage to the LANDLORD's Equipment resulting from sald installation, provided TENANT exercises reasonable care in executing same. In no event shall the LANDLORD's Equipment interfere with the installation and operation of TENANT's antennas at the 170 foot centerline level of the Tower.
- (b) LANDLORD shall be responsible for all costs associated with the operation, maintenance and repair of the LANDLORD's Equipment. LANDLORD will have a meter installed on the Site for LANDLORD's utility use, and the cost of such meter and of the installation, maintenance and repair thereof shall be paid for by LANDLORD. All utility costs attributable to the LANDLORD's Equipment shall be paid by LANDLORD.
- (c) LANDLORD shall not permit the use of the LANDLORD's Equipment to limit, impair or restrict the use or operations of the PCS by TENANT, nor shall LANDLORD permit the use of the LANDLORD's Equipment to cause any destructive or conflicting interference with the PCS. If any harmful interference with the PCS results from the operation of LANDLORD's Equipment, then LANDLORD shall immediately cause any and all operation of the LANDLORD's Equipment to cease until LANDLORD has eliminated such interference.
- 19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of Connecticut; (c) If requested by TENANT, LANDLORD agrees promptly to execute and deliver to TENANT a recordable Memorandum of Agreement in the form of Exhibit D; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attomeys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- 20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B, C & D.

21. Siting Council Disclosure. LANDLORD acknowledges that pursuant to Connecticut General Statutes Chapter 277A, §16-50g (et. seq.) and the regulations promulgated thereunder, the Connecticut Siting Council (the "Council") has jurisdiction regarding the location of certain telecommunications facilities.

LANDLORD:

Town of Far

ton, a Connecticut municipal corporation

By: Two of Famingran
Name: Kathlan A Eagen
Its: Jan Manasel

Address: 1 Monteith Drive, Farmington, CT 06032-1053

TENANT:

Sprint Spectrum L.P., a Delaware limited partnership

Name: Michael W. Loucy

Its: Director of Site Development – Northeast Region Address: 1 International Boulevard, Suite 800,

Mailstop: NJMAHA0101, Mahwah, NJ 07495

Date: 5/18/01

EXHIBIT A

Site situated in the Town of Farmington, County of Harti	ford, State of Connecticut, known commonly as 319-321 New Britain Avenue
commonly described as follows:	Avenue

Legal Description:

A PORTION OF THE PREMISES DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN THE FARMINGTON LAND RECORDS OFFICE IN VOLUME 571 AT PAGE 159.

Sketch of Site:

SEE PLAN/DRAWING L-1 ATTACHED HERETO AND INCORPORATED HEREIN.

LANDLORD Initials_

TENANT Initials

Note: LANDLORD and TENANT may, at TENANT's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.





SPRINT PCS 1 INTERNATIONAL BLVD. BUTE 800, 8TH FLOOR MAHWAY, NJ 07406

FARMINGTON POLICE STATION NEW BRITAIN AVE FARMINGTON CONNECTICUT

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1	22-23-01	REVISED ANTENNA LOCATION	
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L-1

EXHIBIT B

[attach Facility specifications]

SEE PLANS/DRAWINGS L-2 AND L-3 ATTACHED HERETO AND INCORPORATED HEREIN.

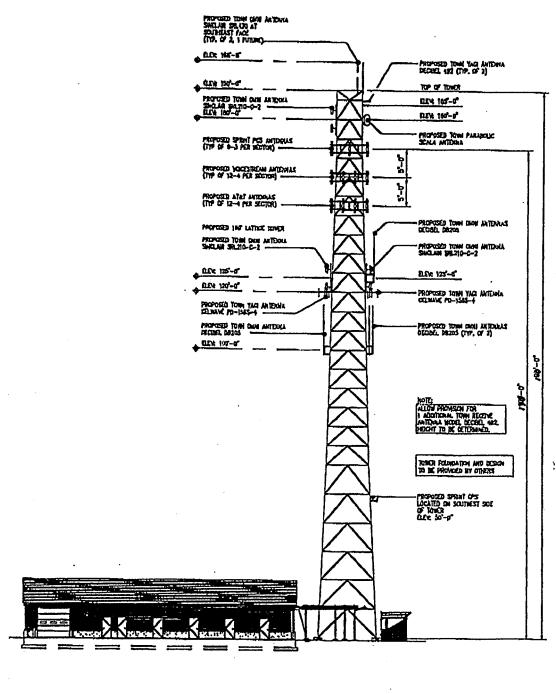
LANDLORD Initials_

TENANT Initials _

PROPOSED OF HIGH CHAM LINK FEXCE W/ J STRAND BANGED WAT LAM LEUMAGE ROOD PROTECTION TO HVAC UMT (TIP.) OLV, TDICE POST (TIP.) COHC. FOLHOWING (TYP.) PROPOSOD UTBUTY TRACEFORMER -ATAT ROOM 12 123 DD4 100M 17 123 003 PROPUSED UTILITY BACKBOARD ON SLAPFORT FRAME CONSTRUCTION THEATMENT (r) CANAL MANAGEMENT OF THE STATE O YOUR ONEWHEN COURS DOOR (יאר) מענומס מנונות (יאר) IS NOT YOURS ONE PROPOSED CONCRETE WILK CONC. FILLD BOLLWO COTTANT CHEEK NOT SHOOK (LINE") HOLLOW METAL BOOK AND FRAME \odot (ALL) LOVER JAVIN. PROPORED CAR PORT PARTIAL SITE AND EQUIPMENT FLOOR PLAN CTJJXCLTS SPRINT PCB **URS CORPORATION AES** 1 INTERNATIONAL PLVD, SUITE 1000, STH FLOOR MAHWAH, NJ 07496 2 03-22-01 REVISED 1 02-22-01 REVISED APTERMA LOCATION L-2 500 ENTERPRISE DRIVE RRH PESCHALIGN ROCKY HILL, CONNECTICUT FARMINGTON POLICE DEPARTMENT 1-(860)-529-8882 Senior AS SHOWN Date 02-13-01 NEW BRITAIN AVE FARMINGTON, CONNECTICUT

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DHP. 3 41 3



Cheaved by:

Approved by:

BRS CORPORATION AES

500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-(860)-823-8882 SPFINT PCB 1 INTERNATIONAL BLVD. BUTE 800, 8TH FLOOR MAHWAH, NJ 074925

FARMINGTON POLICE DEPARTMENT
NEW BRITAIN AVE
FARMINGTON, CONNECTICUT

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(Job Ha F301972.52) (File Ha L-2

EXHIBIT E

Landlord's Equipment

SEE EQUIPMENT LIST ATTACHED HERETO AND INCORPORATED HEREIN.

LANDLORD Initials

TENANT Initials

#50166299 v\9 - laisjw n - 8kb09!.doc t - 80563/1667

EXHIBIT E

								
								
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	F	ARMINGTON	POLICE DEPARTMENT					
			THE PROPERTY OF YOUR					
	ANTE	NNA 8 FREC	UENCIES NEW PO TOWER	_,				
		2/19/01						
			Description	Base Station	Length	Ant. Height	Ant. Direction	Cable Dia.
ntenna	City	Frequency	Description	nese award			twice	
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	ļ	855,2375	Main Backup, Omni 7.5dB	Main Station	8.7 foot	190 feet	South East	7/8 Inch
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DF7220	1	866,35	Future Trunked	Main Station	8.7 feet	190 feet	South East	7/8 Inch
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DF8431	11	821.0125	ITAC, Yagi	Control Station	18 Inches	185 feet · · -	East	11/2 Inch
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DD7260	1	154.19	Familiation FD, Omni 6.5dB	Main Station	10 feet	180 feet	South East	7/8 Inch
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DD7260	1	154,265	Inter City, Omni	Main Station	· 10 feet	125 feet	· East	1/2 Inch
1001200	+-	163.74	Area 5 Emergency	Main Station			1	
	+-	153,935	Area 3 Emerency	Main Station	<u> </u>	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
		155.34	Fire Ground	Main Station		1	<u></u>	
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TDD7260	11	155,325	AMR Ambulance, Omni	Main Station	· 10 (eqt	125 feet	North West	1/2 Inch
. DD17.40	' -	- 1	•			4		477
TDD6870	511	159.42	Farmington FD, Yagi	. Control Station			Sout East	1/2 Inch
DD6870		154.01	Burlington FD, Yagi	Control Station	39 Inches	120 feet	North West	1/2 Inch
	-						<u> </u>	
TDB6400	5 1	33.94	Harford County Fire, Omni	Main Station	18 feet	: 100 feet	East	1/2 Inch
	-	33.5	Mutual Ald	Main Station		, 		
				<u> </u>	<u> </u>		21-15-226-5	4 20 leash
TDB8400	0 1	33.04	Disaster Coordination, Omni	· Main Station	: 18 feet	100 feet	North West	1/2 Inch
· · · · · · ·	1					 		- laboration
TDB6400	0 1	45.86	State Police Hotline, Omni	Main Station		100 foot	South East	1/2 Inch
· · · · · · · · · · · · · · · · · · ·	-						. 0-14- 2-1	- amilian
TDB640	0 1	46.62	Public Works . :	Main Station			· · South East	1/2 Inch
	- -	46.58	Public Works	Main Station	<u>' </u>			
	$\neg \vdash$			<u> </u>			<u> </u>	
	_ _		Tower installed with one side	facing Rattlean	ake Mount	ini		
	_		in order to have two tower le	gs for installion o	t antennas	in the		
			direction of the mountain. Sk	de arm brackets	will be used	for		
	\neg		all antennas except control s	tallons. They wil				
			tower legs.	1		<u> </u>		



Exhibit D

Notice of Lease Agreement

, 2001, between 10wn of Farmington, a	to by written Cellular/Wireless Communications Lease Agreement dated a Connecticut Municipal Corporation ("Landlord") and Sprint Spectrum and conditions of which are incorporated herein by reference.
with grant of easement for unrestricted, non-exclusive right years commencing on, 20 , which	enant a certain site ("Site") located at 319-321 New Britain Avenue, Town the property of Landlord which is described in <u>Exhibit A</u> attached hereto, its of access thereto and to electric and telephone facilities for a term of five the term is subject to three additional five year extension periods and then by of the Agreement is on file at the Town Manager's Office, Town of 6032-1053.
IN WITNESS WHEREOF, the parties have executed this N	Notice as of the day and year first above written.
LANDLORD	TENANT
Town of Farmington, a Connecticut municipal corporation	Sprint Spectrum, L.P., a Delaware limited partnership
By: Tanot Formaston	By: Beilall. Janes
Name: Laintion a Eagen	Name: Michael W. Loucy
Title: Tun Manack	Title: Director of Site Development - Northeast Region
Address: 1 Monteith Drive, Farmington, CT 06032-1053	Address: Crossroads Corporate Center, Suite 800 1 International Boulevard Mailstop: NJMAHA0101 Mahwah, NJ 07495
Signed, sealed and delivered in the presence of:	Signed, sealed and delivered in the presence of:
Owner Witnesses: Sign: Print: TZFFREYS. VATES	Witnesses: Sprint Spectrum L.P. Sign: Manylin Facultus Print: CF31STOPHER PESCATORE
Sign: ann Rech	sign: J. Warms Medlin
Print: ANN REOHR	Print: J. Wagnz Madlin

STATE OF CONNECTICUT COUNTY OF HARTFORD)) ss. F o	mengton		•• •·. · ·	:
Before me, the undersigned, thi to me to be the Town Mon he/she as such officer, signer a free act and deed as such office	and sealer of the 1	oregoing instrument, a	cknowledged the ex-	ecution of the	week to be his/he
In Witness Whereof, I hereunto	set my hand.				
		Commissioner of the Solution Expired My Commission Expired Public.			
STATE OF NEW JERSEY COUNTY OF BERGEN) } ss. M	thurh			
Before me, the undersigned, thi me to be the Director, Site Deve he in such capacity, and as sign free act and deed in such capacity.	elopment – Northe ner and sealer of	east Region of Sprint S the foregoing instrume	nt, acknowledged the	ware limited pa	artnership, and the
In Witness Whereof, I hereunto	set my hand.	Odea	- Kep	anning and a second	
	·	Commissioner of the Rotary Public My Commission Expir		NLF	
			TIMMINN	NEW JERENINA	Ÿ

FIRST AMENDMENT TO LEASE AGREEMENT

This Amendment made as of the 14 day of December 2001, by and between Sprint Spectrum, L.P., a Delaware partnership ("Tenant"), and the Town of Farmington, a Connecticut municipal corporation ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord entered into a certain Cellular/Wireless Communications Lease Agreement last dated May 18, 2001 ("Agreement");

WHEREAS, in response to Town approvals, the Tenant has agreed to provide a monopole-style tower, in lieu of the lattice-style tower referenced in the Agreement; and

WHEREAS, the parties wish to so amend the Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

- 1. Paragraph 2 of the Agreement is amended by deleting the second bullet thereunder and substituting the following in its place:
 - Tower antenna space between the 167 and 173 foot levels on the 190 foot monopole-style tower (the "Tower") to be constructed by TENANT on behalf of LANDLORD;
- 2. The Plans and Drawings attached to the Agreement as <u>Exhibit B</u> is hereby deleted in its entirety, and the Project Description attached hereto and made a part hereof, as initialed by the parties, is hereby substituted in its place as "<u>Exhibit B</u>". All references to <u>Exhibit B</u> in the Agreement shall be deemed to be <u>Exhibit B</u> as herein amended.

The Agreement in all other respects is hereby ratified and confirmed.

The parties have executed this Agreement as of the date and year first above written.

LANDLORD

TOWN OF FARMINGTON

Kathleen A. Eagen

Its Town Manager

TENANT

SPRINT SPECTRUM, L.P.

MICHAEL W. LOUEY
DIRECTOR-SITE DEVELOPMENT

NORTHEAST REGION



Sprint PCS

SITE I.D.# CT33XC534

FARMINGTON POLICE DEPT.

NEW BRITAIN AVE FARMINGTON, CONNECTICUT

PROJECT DESCRIPTION

PROPOSED INSTALLATION OF A WIRELESS TELECOMMUNICATIONS FACILITY TO CONSIST OF A 190' MONOPOLE AND EQUIPMENT BUILDING.

PROJECT DATE 12-13-01

<u> </u>	SHEET INDEX					
T-1	TITLE SHEET					
L1	SITE PLAN					
L-2	PARTIAL SITE AND	EQUIPMENT FLOOR PLAN				
L-3	ELEVATION					
	PROJEC	T INFORMATION				
SITE NA	ME:	FARMINGTON POLICE DEPARTMENT				
SITE AD	DRESS:	NEW BRITAIN AVE FARMINGTON CONNECTICUT				
PROPER	TY OWNER:	TOWN OF FARMINGTON				
CONTACT NAME:		JEFFREY OLLENDORF 860-675-2325				
CONSTRUCTION MANAGER:		JEFF YORK 45 SOUTH MAIN STREET WEST HARTFORD, CONNECTICUT 06107 (860) 232-3125				
A/E FIR	M:	URS GREINER WOODWARD CLYDE INC. 500 ENTERPRISE DRIVE ROCKY HILL. CONNECTICUT (860) 529-8882				
A/E CO	NTACT PERSON:	ALITZ ABADJIAN URS GREINER WOODWARD CLYDE INC. 795 BROOK STREET, BUILDING 5 ROCKY HILL CONNECTICUT (860) 529-8882				

12/14/cl

SITE ID NO: CT33XC534 Designed by: Drawn by: PJS

URS CORPORATION AES

795 BROOK STREET, BLDG 5 ROCKY HILL, CONNECTICUT 1-(860)-529-8882

SPRINT PCS 1 INTERNATIONAL BLVD, SUITE 800, 8TH FLOOR MAHWAH, NJ 07405

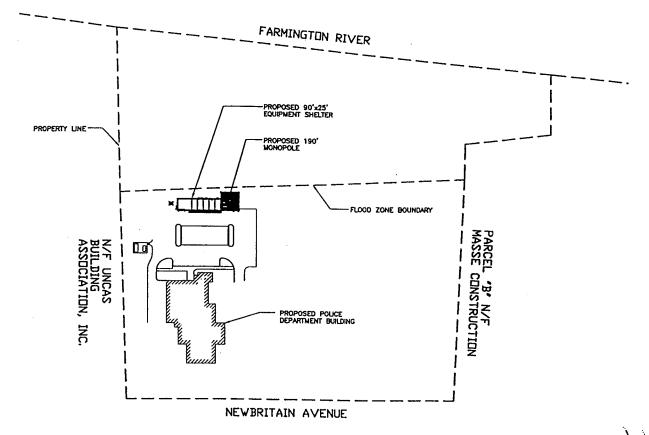
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A/E PROJECT NO .:

FARMINGTON POLICE DEPARTMENT
NEW BRITAIN AVE
FARMINGTON CONNECTICUT

<u>\$</u>	AS SH	OWN Dates 02-13-01)
REV.	DATE	DESCRIPTION	ו' ון
1	02-22-01	REVISED ANTENNA LOCATION	T-1
	03-22-01	REVISED	11 -
3	10-25-01	REVISED ANTENNA LOCATION	Dwg. No.





(6 13/14/c1



1 SITE PLAN SCALE: 1°=200'-0°

SITE 10 NO: CT33XC534 Designed by: Drawn by: JM Cheeked by:

URS CORPORATION AES

795 BROOK STREET, BLDG 5 ROCKY HILL, CONNECTICUT 1-(860)-529-8882

SPRINT PC8 1 INTERNATIONAL BLVD. SUITE 800, 8TH FLOOR MAHWAH, NJ 07495

FARMINGTON POLICE DEPARTMENT
NEW BRITAIN AVE
FARMINGTON CONNECTICUT

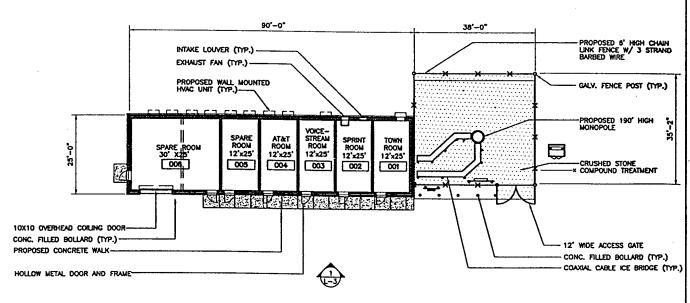
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Souler AS SHOWN Dates 02-13-01

Jab No.F301972.52 File No. L-1 | Dug. 2 of 4

-1





(E 12/14/c)

1 PARTIAL SITE AND EQUIPMENT BUILDING FLOOR PLAN
SCALE: 1°=30'-0"



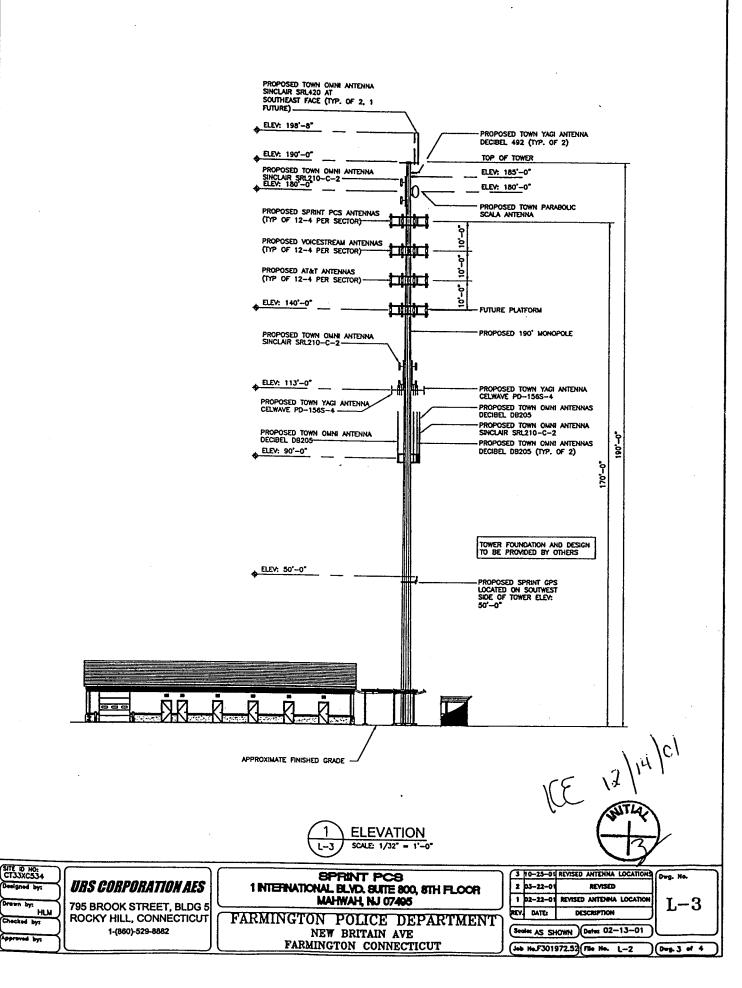
URS CORPORATION AES

795 BROOK STREET, BLDG 5 ROCKY HILL, CONNECTICUT 1-(880)-529-8882

SPRINT PCS 1 INTERNATIONAL BLVD. SUITE 800, 8TH FLOOR MAHWAH, NJ 07495

FARMINGTON POLICE DEPARTMENT
NEW BRITAIN AVE
FARMINGTON CONNECTICUT

			
<u> </u>	10-25-01	REVISED ANTENNA LOCATIONS	Dwg. He.
	03-22-01	REVISED	1
1	02-22-01	REVISED ANTENNA LOCATION	T_2
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	S STORY STORY	
PARMINGTON, CONNECTICUT TOWN PLAN AND ZON	THE COMMINGSON AFTER	FOR TPEC USE
PARMINOTON, CONNECTICUT TOWN PLAN AND ZON 1 Montaith Drive, Farmington, CT 06032-1	1053 Tele. 123-8221	CHUMBER 2_ 100
TYPE OF APPLICAT	LION ASSESSED NOIS	Rec. Ame.
Change of Zone	X Amendment to Res	wlations
X Special Permit	X Site Plan Approv	41 Modification
Removal or Deposit of Earth Products	Waiver	·
1. Name of applicant Town of Farmington		•
Mailing address 1 Monteith Dr. Far	mington, CT / Internation	onal Blvd . Mahwah, NJ
2. Hame of owner Town of Farmington		<u> </u>
Mailing address 1 Montaith Drive,	Farmington, CT 05032	i
3. Property address 319-321 New Brital		reage 13:2 Acres
4. Assessor's lot number 1-8		
5. Zoning: Present CR Proposed CR	•	•
6. Is percel within 500 feet of municipe	l boundary? Yes No X	
7. Description of request Erection of		•
accordance with Article IV Sec. 23 Revisions to Article IV Sec. 23 as	of the roning was intime	s as revised.
B. Please indicate adjoining property on sheet if necessary.)	mers and location, as follow	#! (Attach Peparata
Boundad Hortherly by: Farmington Ri	ver	1
Ensteadly by: Jones Destruct Dorothy Bauer Southerly by: Black and War		FAYED, CM 06001 1000111e, CT 06085
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Westerly by: Uncas Buildin	e Assoc Inc P O Box	32 Uniondilla CT 06085
9. All information submitted with this my knowledge. The applicant understand complete only when all information as submitted.	nds that this epolication is	to be considered
Date Jenuary 5, 2001	Karlen	a Eagen
	Signature of Pac (Must be owner or holds purchase or agent	r of option to

PLEASE READ THE YOLLOWING!

- Applications for changes of some and special permits require notification of the public hearing by fractive Mail by the applicant to all property owners within 200 feet of any boundary of the subject property no later than 10 days prior to such hearing. Reactpts for soot Cartified Mail shall be provided to the Planning Department prior to the spublic hearing.
- Applications for changes of some and special permits require the posting of a sign on the subject property keys 7 days prior to the scheduled public heaving. A \$25.00 deposit to required for such signs, refundable upon return of the sign.

 C. Maps and Planes This application must be accompanied by at least 8 copies of plane 200 x 300 in 81se. A changillat of data to be included on plane is evaluable.
- D. <u>Filing Feer</u> The filing fee must be paid to the Farmington Tax Collector before acceptance of application by the Town Planner (see Fee Schedule available from Planning Office).
- 2. Saver Connection charges in relation to site plans should be chasked with the Town Engineer's Office.



TS-Sprint-052-020118

FAX COVER SHEE

DATE:

January 28, 2002

This transmission consists of this cover sheet and _

_page(s).

ORIGINAL DOCUMENT TO FOLLOW:

YES NO NO

DELIVER TO:	COMPANY/FIRM:	FAX NUMBER:	PHONE NUMBER:	
ROBERT MERCIER	Connecticut Siting Council Ten Franklin Square New Britain, CT 06051	860/827-2950	860/827-2935	

Our facsimile number is: (860)509-6501

From:

THOMAS J. REGAN

Phone:

860/509-6522

E-Mail:

tregan@brfg.com

C/M/A #:

80563/2875/825

MESSAGE

Attached is a copy of an FAA 2-C Survey Certification in connection with the referenced matter.

RE: SPRINT
SPECTRUM/Farmington
TS-SPRINT-052-020118

If you do not receive all pages, please call (860) 509-6542 and ask for Office Services.

A Partnership of Professional Corporations

> CityPlace I 185 Asylum Streit Hartford, CT 06103-3402 Tel: (860) 509-6500 Fax: (860) 509-6501

860-529-5566

T-708 P.002/002 F-925

Ø 002

FAA 2-C SURVEY CERTIFICATION

Applicant:

Sprint PCS

1 International Boulevard Mahwah, NJ 07495

Site Name:

Farmington Police Dept.

Site Number:

CT33XC534

Site Address:

New Britain Avenue

Farmington, Connecticut

Horizontal Datum:

X GPS survey

☐ Ground survey

Vertical Datum:

NGVD 1929 (AMSL)

GPS survey

Structure Type:

X New Tower

□ Existing Tower

□ Roof Top

□ Water Tank

☐ Smoke Stack

□ Other _

Latitude:

41° 44' 59.38"

Longitude:

72° 52' 21.72"

Ground Elevation:

190 AMSL Elevation (in feet)

Proposed

Top of Structure:

380 AMSL Elevation (in feet)

Certification:

I Certify that the latitude of 41° 44′ 59.38" and the longitude of 72° 52′ 21.72" are accurate to within +/- 50 feet horizontally, and that the site elevation of 190' AMSL is accurate to within +/- 20 feet vertically. With a proposed structure height of 190' AGL, the overall height will be 380' AMSL. The horizontal damm (coordinated) are in terms of the North American Dapum of 1983 (NAD 83) and are expressed in degrees, minutes and seconds, to the nearest hundredth of a second. The vertical datum (heights) are in terms of the National Geodetic Vertical Datum of 1929 and are determined to the nearest foot.

Company:

URS Corporation AES

Surveyor

Signature/Seal:

Michael G. Wilmes

Date:

February 28, 2001





STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051 Phone: (860) 827-2935 Fax: (860) 827-2950 E-Mail: siting.council@po.state.ct.us Web Site: www.state.ct.us/csc/index.htm

January 22, 2002

Honorable Arline B. Whitaker Chairman Town Council Town of Farmington Town Hall 1 Monteith Drive Farmington, CT 06032-1053

RE:

TS-SPRINT-052-020118 - Sprint Spectrum, L.P. d/b/a Sprint PCS request for an order to approve tower sharing at an existing telecommunications facility located at 319-321 New Britain Avenue, Farmington, Connecticut.

Dear Ms. Whitaker:

The Connecticut Siting Council (Council) received this request for tower sharing, pursuant to Connecticut General Statutes § 16-50aa.

The Council will consider this item at the next meeting scheduled for January 31, 2002, at 1:30 p.m. in Hearing Room One, Ten Franklin Square, New Britain, Connecticut.

Please call me or inform the Council if you have any questions or comments regarding this proposal.

Thank you for your cooperation and consideration.

Very truly yours,

Executive Director

SDP/laf

Enclosure: Notice of Tower Sharing

c: Jeffrey Ollendorf, Town Planner, Town of Farmington



STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051 Phone: (860) 827-2935 Fax: (860) 827-2950 E-Mail: siting.council@po.state.ct.us Web Site: www.state.ct.us/csc/index.htm

February 20, 2002

Thomas J. Regan, Esq. Brown, Rudnick, Freed & Gesmer, P.C. 185 Asylum Street, CityPlace I Hartford, CT 06103-3402

RE:

TS-SPRINT-052-020118 - Sprint Spectrum, L.P. d/b/a Sprint PCS request for an order to approve tower sharing at an existing telecommunications facility located at 319-321 New Britain Avenue, Farmington, Connecticut.

Dear Attorney Regan:

At a public meeting held February 14, 2002, the Connecticut Siting Council (Council) ruled that the shared use of this existing tower site is technically, legally, environmentally, and economically feasible and meets public safety concerns, and therefore, in compliance with General Statutes § 16-50aa, the Council has ordered the shared use of this facility to avoid the unnecessary proliferation of tower structures. This facility has also been carefully modeled to ensure that radio frequency emissions are conservatively below State and federal standards applicable to the frequencies now used on this tower.

This decision is under the exclusive jurisdiction of the Council. Any additional change to this facility may require an explicit request to this agency pursuant to General Statutes § 16-50aa or notice pursuant to Regulations of Connecticut State Agencies Section 16-50j-73, as applicable. Such request or notice shall include all relevant information regarding the proposed change with cumulative worst-case modeling of radio frequency exposure at the closest point uncontrolled access to the tower base, consistent with Federal Communications Commission, Office of Engineering and Technology, Bulletin 65. Any deviation from this format may result in the Council implementing enforcement proceedings pursuant to General Statutes § 16-50u including, without limitation, imposition of expenses resulting from such failure and of civil penalties in an amount not less than one thousand dollars per day for each day of construction or operation in material violation.

This decision applies only to this request for tower sharing and is not applicable to any other request or construction.

The proposed shared use is to be implemented as specified in your letters dated January 18, 2002, January 28, 2002, and February 4, 2002.

Thank you for your attention and cooperation.

Very truly yours,

Materia A. Halitan / Mil Mortimer A. Gelston

Chairman

MAG/RKE/laf

 Honorable Arline B. Whitaker, Chairman Town Council, Town of Farmington Jeffrey Ollendorf, Town Planner, Town of Farmington Michael Whalen, Chief of Police, Farmington Police Department



THOMAS J. REGAN ATTORNEY AT LAW

Direct Dial: 860.509.6522 E-Mail: tregan@brfg.com

http://www.brownrudnick.com

VIA HAND DELIVERY

February 4, 2002

Mortimer A. Gelston, Chairman Connecticut Siting Council 10 Franklin Square New Britain, CT 06051 FFB - 5 2002

RE: <u>TS-SPRINT-052-020118</u>

Dear Chairman Gelston:

At the Connecticut Siting Council's (the "Council") regularly scheduled meeting on January 31, 2002, the Council agreed to table its decision on the Sprint Spectrum, L.P. d/b/a Sprint PCS ("Sprint") Tower Sharing Proposal dated January 18, 2002 (the "Proposal") on the basis that the tower in question had not been constructed. Sprint would like to take this opportunity to provide the Council with additional background on its Proposal, and the need for approval of this Proposal prior to the construction of the tower.

In November 2000, the Town of Farmington (the "Town") sent out a Request for Proposal ("RFP") "to construct a communication tower and support building, to be deeded to the Town for no cost, on property owned by the Town known as lots 319-321 New Britain Avenue, Unionville, Ct." (the RFP and its Addendum are attached hereto as Exhibit A). The subject property is the site of the Town's new police headquarters. The tower's primary user will be the Town, which will be placing all of its public safety communication equipment on the top thirty (30) feet of the tower, as indicated in the site plan attached to the Proposal.

A Partnership of

Professional Corporations

CITYPLACE I

185 ASYLUM STREET

HARTFORD, CONNECTICUT 06103-3402

860-509-6500

Fax: 860-509-6501

Boston / Providence / London / Belgium



Mortimer A. Gelston, Chairman February 1, 2002 Page 2

Sprint submitted its response to the RFP to the Town in December 2000. On January 19, 2001, Sprint was informed that it was among the finalists and was requested to submit additional information to the Town (a copy of the January 19, 2001 letter is attached hereto as Exhibit B). On February 5, 2001, the Town informed Sprint that it had selected Sprint to build the communications tower (a copy of the February 5, 2001 letter is attached hereto as Exhibit C).

On May 18, 2001 Sprint and the Town entered into a Lease Agreement, which was amended on December 14, 2001 (the Lease Agreement, as amended, is attached hereto as Exhibit D). In Paragraph 2 of the Lease Agreement, Sprint agreed to construct the tower on behalf of the Town. In consideration for Sprint constructing the tower for the Town at no cost to the Town, Sprint was granted a reduced monthly rent payment of \$1,060.00 for the collocation of its antennas on the tower.

The Town, acting through its Town Manager, Kathleen Egan, applied to the Farmington Planning and Zoning Commission (the "Planning and Zoning Commission") for a Special Permit to construct the tower on January 5, 2001 (a copy of which is attached hereto as Exhibit E). The Town was represented at the public hearings on the application by Attorney Kenneth Pocius and Police Chief Michael Whalen. Sprint, AT&T Wireless and Voicestream each submitted testimony in support of the application before the Planning and Zoning Commission, which unanimously approved the Special Permit on July 23, 2001 (a copy of the Planning and Zoning Commission approval is attached hereto as Exhibit F).

The Connecticut Department of Environmental Protection issued its final approval for the site on January 12, 2002.

Sprint, which acknowledges the Council as having primary jurisdiction for the siting of PCS facilities in Connecticut, then submitted its Proposal to the Council seeking the Council's approval to place its antennas on the Town tower. Sprint views the Council's approval of the Proposal as required prior to Sprint to releasing the funding necessary to construct the tower.

The Town is extremely eager to have Sprint begin construction of the tower. Once the tower is constructed, it will significantly improve the Town's public safety communication system. Therefore, based on the facts outlined herein, Sprint respectfully requests that the Council approve the Proposal.



Mortimer A. Gelston, Chairman February 1, 2002 Page 3

If you have any further questions, do not hesitate to contact the undersigned or Farmington Police Chief Michael Whalen directly.

Very truly yours,

BROWN RUDNICK FREED & GESMER, P.C.

TJR/bh Enclosures

cc/encl:

Michael Whalen, Farmington Chief of Police

Mr. Thomas Kincaid, Sprint Spectrum, L.P.

#40154137 v\1 - merciecm - nwn4p01!.doc - 80563/1667

Certificate of Service

This is to certify that on this 5th day of February 2002, a copy of a letter to the Connecticut Siting Council dated February 4, 2002 was sent, via first class mail, to the following:

Jeffrey Ollendorf, Town Planner	Michael Whalen, Chief of Police
Town of Farmington	Town of Farmington
One Monteith Drive	319-321 New Britain Avenue
Farmington, CT 06032	Farmington, CT 06032

By: Of legan Thomas I Regan, Esc

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LEGAL NOTICE REQUEST FOR PROPOSAL COMMUNICATION TOWER CONSTRUCTION PROJECT

The Town of Farmington invites firms to submit proposals to be considered for the construction of a communication tower on the property known as 319-321 New Britain Avenue, Unionville, Ct. Proposal specifications may be obtained at the Town Manager's Office, Town of Farmington, 1 Monteith Drive, Farmington, CT 06032-1053 or by calling 860-675-2350 or by requesting through e-mail at BullD@Farmington-CT.org.

The Town of Farmington will hold a pre-proposal conference for any vendor questions, etc., on Monday, November 20, 2000 at 9:00AM at the Town Hall in the Council Chambers. A site visit will be included as part of the conference. All vendors are strongly urged to attend.

The RFP shall be submitted before 3:00PM on Friday, December 1, 2000. RFP shall be sent to: Lynne P. Celentano, Purchasing & Insurance Coordinator, Town of Farmington, Town Managers Office, 1 Monteith Drive, Farmington, CT 06032-1053. Facsimiles will not be accepted. Outside of envelope shall be marked as followed: RFP – Communication Tower.

The bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 3, 17, 11246, 11375 11478 and if applicable, the Connecticut Fair Employment Practice Law.

The Town of Farmington reserves the right to accept or reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP and to negotiate a contract with the successful firm.

Lynne P. Celentano
Purchasing & Insurance Coordinator

Request for Proposal

Communication Tower Construction Project

The Town of Farmington will receive proposals to the attention of Lynne P. Celentano, Purchasing & Insurance Coordinator in the Town Managers Office, Farmington Town Hall, 1 Monteith Drive, Farmington, Connecticut 06032-1053 for construction and maintenance of a communication tower (not to exceed 200') as described in the descriptions described herein. Proposals must be received in the Town Manager's office by 3:00 P.M. on Friday, December 1, 2000. Facsimiles will not be accepted. All documents included in specifications must be completed and returned with proposal.

Technical questions may be directed to Chief Michael Whalen at 860-675-2450 or by e-mail at WhalenM@liamnington-CT.org,

Request For Proposal Farmington Police Communication Tower

I. Project Definition

The Town of Farmington is seeking proposals to construct a communication tower and support building, to be deeded to the Town for no cost, on property owned by the Town known as lots 319-321 New Britain Avenue, Unionville, Ct. This tower should have a height not to exceed 200 ft. and designed as a self-supporting, Pirod (or equal) lattice tower. The design should accommodate the Town's communication equipment as well as three wireless telecommunication service providers.

The successful applicant shall be responsible for all facets of pre-construction and post-construction, including all costs and test borings. The successful vendor shall act as a co-applicant with the Town of Farmington with regard to submissions to the Town Plan and Zoning Commission.

The successful applicant will provide all maintenance and support resources, following the construction of the tower, for a period of not less than 20 years.

II. Matters To Be Included in The Proposal

Interested parties shall include information concerning the following issues in their proposal:

- A. Project Timeline The proposal must include a project timeline outlining specific dates for the beginning and end of the construction period.
- B. Rent The proposal must include information concerning the proposer's rental payments, as well as any sharing of co-tenant rental income.
- C. Terms of the agreement The proposal must include a description of the length of the initial agreement, including any extensions. The term of the agreement should cover a period of not less than 20 years.
- D. Use The proposal should include all terms regarding the use, maintenance and operation of the tower and support building, including use by co-tenants.

- (F.) Insurance and Indemnification The proposal should include language allowing for the procurement and maintenance of an insurance policy as dictated herein. The proposal must also include indemnification and hold harmless language in favor of the Town of Farmington and list the Town of Farmington as "Additional Insured".
 - 1. The Contractor shall be responsible for maintaining insurance, coverage in force for the life of this Contract, and in addition, until the expiration of the guarantee period, of the kinds and in the adequate amounts to secure all of his obligations under the Contract; and with insurance companies licensed to write such insurance in the State of Connecticut. The kinds and amounts of such insurance earried shall not be less than that stipulated herein, and the Contractor agrees that the stipulation of the kinds and minimum amounts of insurance coverage, or the acceptance by the Owner of certificates indicating the kinds and limits of coverage, shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Owner, the Engineer, their agents, and employees from any claims for damages arising out of this Contract to either persons or property.

The following "Indemnity Agreement" shall apply and must be stated on contractor's "Certificate of Insurance".

"Contractor will indemnify and hold owner harmless against any and all claims, damages, losses, costs, penalties, expenses and compensation arising out of injuries and damages sustained by or alleged to have been sustained by, any person or persons or any property, real or personal, which is or is alleged to be, occasioned in whole or in part by the acts or omissions of contractor, material suppliers or anyone directly or indirectly employed by them or any of them while engaged in the performance of their work".

Contractor shall furnish insurance certificates endorsed as noted: Town of Farmington as "Additional Insured". Certificates of Contractors Insurance Company Form shall be submitted to the owner in the Bid Proposal.

- Upon award of Bid, CONTRACTOR shall submit Certificate of Insurance as required. Town of Farmington, Connecticut shall be named as "Additional Insured" on all certificates.
- 3. The Town may request the Contractor to submit copies of the required insurance policies for further review if necessary. The Town of Farmington may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved. The Contractor shall require its subcontractors to obtain policies of similar insurance before each commences work. The Contractor shall furnish the Owner with Certificates of Insurance for all policies held by his Subcontractors in conjunction with this project. All such insurance shall be carried with financially responsible insurance companies, kept in force throughout the guarantee period. Certificates of insurance, covering all operations under this Contract, which expire before the Contractor's work is accepted by the Town of Farmington shall be renewed and submitted to the Town of Farmington for its approval. All subcontractors Certificate of Insurance shall list the Town of Farmington as "Additionally Insured".
- 4. It is expressly understood that the Contractor shall maintain all insurance policies required herein in force until the completion of the project and final acceptance by the Owner. He alone shall be responsible for renewing all policies as they may expire and providing the Owner with Certificates of Insurance for and copies of all policies current and in force. If the Contractor fails to provide insurance as required herein or fails to provide the owner evidence of such insurance in the form of Certificates of Insurance for and copies of all policies and renewals thereof, the Owner may, without notice being given, order the Contractor to suspend work on all or portions of the project until such time as the Contractor provides evidence of insurance satisfactory to the Owner. This right to suspend work shall be in addition to any other rights afforded the Owner under the terms of this Contract. Any such suspension of work ordered by the Owner because of a failure by the Contractor to provide the required insurance or to provide the Owner evidence of such insurance shall not entitle the Contractor to an extension of the Contract Time or an increase of the Contract Price and a Change Order shall not be issued.
- Insurance: Insurance shall be written for not less than any limits of liability required by law or those set forth below,

whichever is greater. If your limits are not equal to the following, please submit your limits with the bid proposal for our review.

- a) Worker's Compensation Statutory Employers Liability - \$100,000/500,000/100,000
- b) Commercial General Liability

 Bodily and Personal Liability & Property Damage
 \$1,000,000 Per Occurrence
 \$2,000,000 Annual Aggregate

 Products and Completed Operation hazard must be included
- c) Comprehensive Auto Liability Including Coverage of Owned, Non-Owned, & Rented Vehicles \$1,000,000 Per Occurrence
- d) Excess Liability \$1,000,000 Minimum

The insurance shall be placed with such company as may be acceptable to the Owner. The policy shall be submitted to the Owner for examination and satisfactory certificates of said insurance shall be submitted with contractor's bid to the Owner. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations, and in the event that the Contractor's policy does not cover every subcontractor, certificate of insurance issued on policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to commencement of such subcontract operations.

a) The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor, each certificate of insurance shall name the Owner as Additional Insured.

Other Insurance Requirements:

- In the event the form of any policy or certificate or the amount of the insurance or the companies writing same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in the form, in the amount and/or with companies satisfactory to the Owner.
- 2. The Contractor shall not cause policies to be canceled or permit them to lapse. All insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability, or amount of insurance until notice has been sent, by registered mail, to the Owner stating when not less than fifteen (15) days thereafter, such cancellation or reduction shall be effective.
- 3. All certificates of insurance shall contain true transcripts from the policy authenticated by the proper office of the insurer evidencing in particular those insured, the extent of the insurance applies, the expiration date, and the above mentioned notice of cancellation clause.
- Equal insurance shall be provided by any and all subcontractors of the work, regardless of the value of the work, unless otherwise modified in writing by the Owner.
- 5. All insurance specified in this Contract shall be provided by the Contractor and all subcontractors at no additional expense to the Owner.
- 6. The Contractor shall require that the Insurance company(ies) from whom policies shall be acquired shall have reviewed all of the requirements for insurance as set forth in this document prior to execution of the Contract and he shall submit, with his Bid, a Certificate of CONTRACTORS Insurance Company executed by the insurance companies asserting that the policy(ies) provided comply with all of the requirements set forth in this document.

INDEMNITY OF THE TOWN BY CONTRACTOR:

The Contractor shall, at all times, indemnify and save harmless the Owner, the Engineer, and their employees, officers, and agents against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Owner and the Engineer, and shall defend, indemnify and save harmless the Owner and the Engineer from any and all claims, demands, suits, actions or proceedings of any kind or whomsoever in any way resulting from or arising out of operations on connections herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his subcontractors.

Insurance coverage specified elsewhere herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance, which in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner and the Engineer, against all liability, judgments, costs and expenses which may in any way come against the Owner and/or the Engineer, or which may in any way result from carelessness, omission or neglect of the Contractor resulting from the operation in connection herewith, including all liability to the Owner resulting from failure to erect or maintain sufficient railing or fence as required by Section 13a-149. Connecticut General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the Contract.

The Town of Farmington requires a 100% Labor/Material Bond and a 100% Performance Bond for this project.

- F. Dismantling The proposal should include language regarding the parties' responsibilities with regard to dismantling the tower, if such need should arise during the terms of the agreement.
- G. References The proposal must include at least three references related to construction of similar towers, in the Connecticut or New England area, within the last five years. References will include a name, address and telephone number of a contact person.

The Town of Farmington reserves the right to accept or reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP and to negotiate a contract with the successful firm.

ALL ADDENDA WILL BE POSTED TO THE TOWNS E-MAIL ADDRESS AND THE STATE OF CONNECTICUT BID SITE. HOWEVER, IT IS THE RESPONSIBILITY OF THE VENDOR TO CHECK FOR ANY ADDENDA ADDED TO THE RFP A MINIMUM OF FORTY EIGHT HOURS IN ADVANCE OF THE DEADLINE.

Eight copies of the RFP shall be sent to:

Lynne P. Celentano, Purchasing and Insurance Coordinator Town of Farmington 1 Monteith Drive Farmington, CT 06032-1053

RFP – Communication Tower

- 10)Latitude/Longitude coordinates are not available from the Town of Farmington as site location is approximate until finalized. They are the responsibility of the tower contractor.
- 11)Test Point Data See attached for general boring information and specifics of the two closest locations.
- 12) Town of Farmington requires a 2 hour rated block firewall with roof assembly seperating the 30' section from the multiple 15' sections.
- 13) Building shall be built to all Federal, State and Town of Farmington regulations and carrier requirements.
- 14)Flood line is not staked.
- 15)RFP SUBMITTAL HAS BEEN EXTENDED TO 3:00PM FRIDAY, DECEMBER 15, 2000.
- 16)Attached are copies of the sign in sheet at the pre-bid conference meeting on 11/20/00 and also a copy of the vendor list of firms who have obtained copies of the RFP prior to the 11/20/00 pre-bid conference.

Any technical questions shall be directed to Captain Jeffrey Yates at 860-675-2400.

Lynne P. Celentano
Purchasing & Insurance Coordinator
Town of Farmington
1 Monteith Drive
Farmington, CT 06032-1053
860-675-2355
860-673-8233 fax
CelentanoL@Farmington-CT.org

TOWN HALL 1 MONTERTH DRIVE FARMINGTON, CONNECTICUT 06032-1053

INFORMATION (860) 675-2300 FAX (860) 675-7140 "TOWN TALK" (860) 675-2301

January 19, 2001

VIA FACSIMILE AND REGULAR MAIL

Mr. J. Wayne Medlin Sprint Spectrum, LP One International Blvd. 3rd Floor Mahwah, New Jersey 07495

RE: CELL TOWER PROPOSAL TO TOWN OF FARMINGTON

Dear Mr. Medlin:

This letter is to formally notify you that your proposal is one of those being given final consideration by the Town of Farmington.

At this point, we have considered all information provided to us including that by phone, fax, and mail since your initial proposal of December 15th. We now expect that three major carriers will occupy the tower, in addition to the Town's equipment and perhaps three regional carriers. Do you agree with this loading and to what extent are you willing to commit? We have also concluded that ownership of the tower, (as well as the support building) should be turned over to the Town upon completion of construction. Management and maintenance issues will then be handled by agreement with the builder of the facility. Since the proposed location is in a flood zone, would flood insurance be required and if so would you be willing to pay for it?

There are a few issues in need of clarification. First, would your proposal allow for the Town to occupy the small equipment room in the support building closest to the tower since its antennae(s) will apparently be located at the top of the tower? Is the tower built to accommodate loading requirements for six carriers in addition to Town equipment? While you are installing underground conduits would you be willing to install the same for the Town connecting the support building to the Police Department's communication equipment room?—If there would be cost to the Town, how much? Please confirm that you will provide and install Town antennas, mounting brackets, coax, etc. on the tower at no cost to the Town. (See enclosure by Jeffrey A. York for these two points of information). Finally, what is your position concerning dismantling of the tower in the future should it become necessary?

We are assuming that in accordance with your January 9th (copy enclosed) supplement to the proposal, the Town would receive all revenue from the second and all subsequent carriers. Please confirm this and suggest a mechanism and the cost of same for management and maintenance issues. As stated earlier the Town would like the tower builder to be responsible for these issues.

Please consider the contents of this letter as supplemental to the Town's RFP; and advise of any issues you may have with it. We would ask you to respond with your final best proposal by February 1, 2001. We will select from these final proposals without further negotiations; and

prepare an agreement for review and approval by the Farmington Town Council. The Town will propose the inclusion of the following provisions, some of which may already be in your standard lease, in the agreement:

- 1. Voluntary termination:
 - No termination for first five (5) years.
 - Thereafter, six (6) months notice or an equivalent termination fee.
- 2. No Town representations except due authorization.
- 3. Non-refundable security deposit, due on lease execution; and credit to rent upon completion of the facility.
- 4. Bond/security to insure completion of facility.
- 5. Town consent required for assignments, subleases and facility modifications, not unreasonably withheld, conditioned or delayed.
- 6. Tenant default provisions:
 - All "rents" due within ten (10) days, without necessity of notice.
 - Any uncured default permits Landlord termination and acceleration of payment of "rent" for the balance of then term.
 - Indemnity from subtenant claims.
- 7. All lease provisions must protect Town's ownership of the Tower, the Town's facilities and their continued operation.
- 8. Timetable for commitment of all carriers with a provision for base rent by an agreed amount until realized.
- 9. Definition of Sublease rents—should include "value" of services or sharings, if any, which are in lieu of or effectively reduce the subtenants rent (therefore the Town's share).
- 10. Confirmation of deadline for approvals, "other" due diligence required dates and start/completion dates for construction

We have applied for zoning approval and are planning for a public hearing in February.

Thanks for your interest in this project; I'll look forward to your reply.

Sincerely,

Jeffrey S. Yates, Project Coordinator

Town of Farmington

JSY:clg

cc: Kathleen Eagen, Acting Town Manager
Lynne Celentano, Purchasing & Insurance Co-ordinator
Jeffrey Ollendorf, Planning Director
Michael Whalen, Chief of Police

Robert O'Connor, NBC



1 MONTEITH DRIVE FARMINGTON, CONNECTICUT 06032-10

INFORMATION (860) 675-2300 FAX (860) 675-7140 "TOWN TALK" (860) 675-2301

February 5, 2001

Mr. J. Wayne Medlin Sprint Spectrum, LP One International Blvd. 3rd Floor Mahwah, New Jersey 07495

RE: CELL TOWER PROPOSAL TO TOWN OF FARMINGTON

Dear Mr. Medlin:

We are pleased to inform you that the Town of Farmington has selected Sprint to partner with us in building a tower facility at 319 New Britain Avenue, Unionville. We would be pleased to meet with you and/or Mr. Rob O'Connor at your earliest convenience to work out final details and prepare for the public hearing required by our zoning regulations, tentatively scheduled for March 12, 2001.

I will look forward to receiving the proposed lease (February 9th will be fine), after which it will be reviewed by the Town's Attorney—Kenneth J. Pocius, Carmody & Torrance LLP, P.O. Box 1110, Waterbury, CT 06721-1110, Telephone 203-575-2631, FAX 203-575-2600.

Thank you for your interest in this project; we look forward to working with you.

Sincerely

Jeffrey S. Yates, Project Coordinator

Town of Farmington

JSY:clg

Cc: Kathleen Eagen, Acting Town Manager

Lynne Celentano, Purchasing & Insurance Co-ordinator

Jeffrey Ollendorf, Planning Director

Michael Whalen, Chief of Police

Robert O'Conner, NBC

Atty. Kenneth Pocius

CELLULAR/WIRELESS COMMUNICATIONS LEASE AGREEMENT CE 33 XC 534 1

This Lease is entered into this ___day of _____, 2001, by and between Sprint Spectrum, L.P., a Delaware limited partnership ("TENANT"), having its principal place of business at Crossroads Corporate Center 1 International Boulevard, Suite 800, Mahwah, NJ 07495, and the Town of Farmington, a Connecticut municipal corporation ("LANDLORD"), having its principal place of business at 1 Monteith Drive, Farmington, CT 06032-1053.

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- 1. The Property. LANDLORD is the owner of a certain parcel of real property (the "Property") located at 319-321 New Britain Avenue, Unionville, Connecticut; said property being the same as that known as the Assessor's Parcel No. 1-13-19.
- 2. Premises and Use. LANDLORD leases to TENANT the site described below:
- Equipment shelter space for the location of base station equipment consisting of approximately 375 square feet within the concrete block equipment shelter to be constructed by TENANT on behalf of LANDLORD;
- Tower antenna space between the 167 and 173 foot levels on the 190 foot lattice-style tower (the "Tower") to be constructed by TENANT on behalf of LANDLORD;
- Temporary space, during the construction of the Facility (as defined below), of real property consisting of approximately 27,000 square feet of land;
- Space required for cable runs to connect equipment and antennas, in the location(s) approved by LANDLORD and shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of TENANT, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by TENANT for the purpose of constructing a telecommunications tower, equipment building and related improvements (the "Facility") and for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, cellular/wireless communications equipment on and in the Facility (the "PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), and related fixtures, all as more particularly described on Exhibit B attached hereto. LANDLORD and TENANT hereby agree that the Site, including any nonexclusive easement area (defined herein), will be surveyed before the Commencement Date by a licensed surveyor at the sole cost of TENANT, and such survey shall then supplement Exhibit A, and become a part hereof and shall control to describe the Site and non-exclusive easement area in the event of any discrepancy between such survey and the description of the boundary of the Site contained herein. TENANT will use the Site in a manner which will not unreasonably disturb the occupancy of LANDLORD's other tenants. TENANT will have access to the Site twenty-four (24) hours per day, seven (7) days per week.
- 3. Term. The term of this Agreement (the "initial Term") is five (5) years, commencing on that date ("Commencement Date") which is the earlier of (a) 30 days after the issuance of a building permit for the Facility and the PCS, or (b) October 1, 2001; provided, however, that if as of October 1, 2001, TENANT has pending governmental permit applications for the Facility and the PCS or a pending appeal of a governmental authority decision relative to the Facility or the PCS, then the Commencement Date shall be extended until that date which is 30 days after such pending applications are favorably decided (with no appeal thereof) and such appeal is favorably decided or favorably resolved. This Agreement will be automatically renewed for three additional terms of five years each, and then one additional term of four years (each, a "Renewal Term"), unless TENANT provides LANDLORD notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.
- 4. Rent. Beginning on the Commencement Date, rent will be paid in equal monthly installments of \$1,060.00 and on the first (1st) day of each calendar month thereafter (until increased as set forth herein), partial months to be pro rated, in advance. The rent due hereunder will be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the rent in effect for the immediately preceding year. Any rent payment not made within fifteen (15) days of its due date shall require a late payment penalty of five percent (5%) of the amount of such payment.
- 5. Title and Quiet Possession. LANDLORD represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that TENANT is entitled to access to the Site at all times and to the quiet possession of the Site throughout the initial Term and each Renewal Term so long as TENANT is not in default beyond the expiration of any cure period; and (e) that LANDLORD will not have unsupervised access to the TENANT'S antennas, conduits, base station and related equipment at the Facility.

- 6. Assignment/Subletting. TENANT shall not assign or transfer its runder this Agreement or sublet all of the Site without notice to or the written consent of LANDLORD, which consent shall not be unreason withheld, conditioned or delayed; provided, however, that TENANT assign or transfer its rights under this Agreement to an Affiliate without n to or the prior written consent of LANDLORD if such assignee agrees to bound by the terms and conditions of this Agreement. The following the shall have the following meanings for purposes of this Section of Agreement:
- "Affiliate" shall mean any subsidiary, affiliate or successor legal entity, o party controlling, controlled by, or under common control with TENANT, o party which acquires substantially all of the assets of TENANT.
- 7. Improvements. (a) Within 10 days after the Commencement I TENANT or its independent contractor shall, at TENANT'S expe commence construction of the Facility and the PCS in accordance with plans and specifications attached hereto as Exhibits A and B, which I hereby are approved by LANDLORD. Absent force majeure or interfer from LANDLORD'S other construction projects on the Property, constru of the Facility shall be completed within 80 days of commencement the TENANT shall obtain the written consent of LANDLORD prior to making modifications necessary to accommodate the Facility or the PCS that ar shown on Exhibit B, excluding such ordinary replacements and repair TENANT deems necessary from time to time for the operation of the I which consent shall not be unreasonably delayed, withheld or condition TENANT shall have obtained all necessary governmental approvals permits prior to commencing construction. All of TENANT's contractors subcontractors shall be duly licensed in the State of Connecticut. termination or expiration of this Agreement, TENANT will remove the from the Facility. LANDLORD's representatives may inspect the Site d the course of construction of the Facility, provided such inspection doe interfere with the progress of such construction.
- (b) Notwithstanding anything to the contrary contained in this Agreer upon the completion of construction of the Facility by TENANT'S indeper contractor, including installation of Landlord's Equipment, subject to a inspection and acceptance by LANDLORD, which inspection shall be within ten (10) days of TENANT'S notice to LANDLORD of completion of work, and the written acknowledgement of the inspection and acceptanthe Facility by TENANT, TENANT shall transfer lien free ownership c Facility (excluding the PCS) to LANDLORD and LANDLORD and TENAN execute the Bill of Sale attached to this Agreement as Exhibit C. unreasonable deficiencies disclosed by LANDLORD'S inspection of Facility shall be promptly corrected by TENANT or TENANT's indepercontractor, as a condition to LANDLORD's acceptance of the Facility wo
- (c) TENANT and LANDLORD will cooperate with each other regardin multiple construction projects on the Property so as to avoid interference each other.
- (d) TENANT shall require a warranty of workmanship and materials TENANT'S independent general contractor for the Facility and manufacturer of the Tower. Such general contractor's warranty commence no earlier than the final completion (as defined in the construction of the Facility construction and shall be for at least a period c (1) year from that date. Such manufacturer's warranty shall commen earlier than the purchase of the Tower and shall be for at least a period (10) years from such date. Both warranties shall be in writing and sh TENANT'S option, either be given directly to the LANDLORD or be ass to LANDLORD with the written consent of the general contract manufacturer, as the case may be.
- 8. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent v overnight delivery. Notices to SSLP are to be sent to Sprint PCS, Cross Corporate Center, Suite 800, One International Boulevard, Mahwah, NJ 07495, Attention: Lease Management, with a copy to Sprint Law Depart 6391 Sprint Parkway, Mailstop KSOPHT0101Z2020, Overland Park, Kar 66251-2020, Attention: Sprint PCS Real Estate Attorney. Notices to Ow must be sent to the address shown underneath Owner's signature.
- 9. Compliance with Laws. TENANT will substantially comply w applicable laws relating to its possession and use of the Site and const of the Facility. TENANT will use diligent efforts to obtain all necessary p and approvals to install the Facility and the PCS. As used herein, th "diligent efforts" shall not require TENANT appeal any denial of a pe approval application.
- 10. Interference. TENANT will resolve technical interference problem other equipment located on the Property on the Commencement Date

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

- 11. Utilities. TENANT will pay for all utilities used by it at the Site. LANDLORD will cooperate with TENANT in TENANT's efforts to obtain utilities from any location provided by LANDLORD or the servicing utility, including signing any easement required by the utility company.
- 12. Taxes. As the Site is town-owned property, no property taxes are paid thereon. If, however, LANDLORD places an assessed value on the TENANT's antennas, conduits, base station equipment and related equipment at the Facility, TENANT will pay any such reasonable tax assessment to LANDLORD.
- 13. Termination. TENANT may terminate this Agreement at any time by notice to LANDLORD without further liability (a) if TENANT, after using diligent efforts, does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or (b) if any such approval is canceled, or is withdrawn or terminated, beyond TENANT's reasonable control, or (c) if LANDLORD fails to have proper ownership of the Site or authority to enter into this Agreement, or (d) if TENANT, for any other reason, in its sole discretion, elects to terminate this Agreement, provided that the TENANT is not then in material default under this Agreement. termination, all prepaid rent will be retained by LANDLORD unless such termination is due to LANDLORD's failure of proper ownership or authority, or such termination is a result of LANDLORD's default. Notwithstanding anything in this Agreement to the contrary, TENANT shall not terminate this Agreement pursuant to clause (d), above, for the period after the Commencement Date through the expiration of the Initial Term. Notwithstanding anything in this Agreement to the contrary, TENANT shall not terminate this Agreement pursuant to clause (d), above, during any Renewal Term unless TENANT gives LANDLORD six (6) months' prior written notice of such termination or unless TENANT pays LANDLORD a termination fee equal to six (6) times the then applicable monthly rent hereunder.
- 14. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money after completion of the construction of the Facility, or (c) 15 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money before completion of the construction of the Facility, then, in either event, the non-defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within the applicable cure period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such applicable cure period and proceeds with due diligence to fully cure the default.
- 15. Indemnity and Insurance. (a) TENANT will Indemnify LANDLORD against and hold LANDLORD harmless from any and all claims, damages, losses, costs, penalties, expenses and compensation arising out of injuries and damages sustained by or alleged to have been sustained by, any person or persons or any property, real or personal, which is or is alleged to be occasioned in whole or in part by the acts or omissions of TENANT, or TENANT's agents, employees or independent contractors. The TENANT shall, at all times, indemnify and save harmless the LANDLORD and LANDLORD's employees, officers, and agents against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the LANDLORD, and shall defend, indemnify and save harmless the LANDLORD from any and all claims, demands, suits, actions or proceedings of any kind or whomsoever in any way resulting from or arising out of operations in connection herewith, including operations of

TENANT's agents, employees or independent contractors. LANDLORD indemnify TENANT inst and hold TENANT harmless from any and claims, damages, keeps, costs, penalties, expenses and compense arising out of injuries and damages sustained by or alleged to have be sustained by, any person or persons or any property, real or personal, we is or is alleged to be occasioned in whole or in participation than the total acts or omissions of LANDLORD, or LANDLORD's age employees or independent contractors.

- (b) TENANT will procure and maintain a public liability policy, with a certifiof insurance to be furnished to LANDLORD within 30 days of written requ Insurance shall be written for the greater of any limits of liability required law or the following: (A) Worker's Compensation, statutory limits. Employers Liability, \$100,000/\$500,000/\$100,000; (B) Commercial Ger Liability including bodily and personal liability and property damage \$1,000,000 per occurrence, \$2,000,000 in annual aggregate, inclu products and completed operation hazard; (C) Comprehensive Auto Lia including coverage of owned, non-owned and rented vehicles at \$1,000 per occurrence, (D) Excess Liability at \$1,000,000 and (E) Builder's f TENANT agrees (i) to obtain such insurance policy from an insura company licensed to write such insurance in the State of Connecticut, an that such policy will name LANDLORD as an additional insured. TEN shall not cause policies to be canceled or permit them to lapse. All insura policies shall include a clause to the effect that the policy shall not be sui to cancellation or a reduction in the required limits of liability, or amoun insurance until notice has been sent, by registered mail, to LANDL(stating when not less than 15 days thereafter, such cancellation or reduc shall be effective. All certificates of insurance shall contain true transc from the policy authenticated by the proper officer of the insurer evidencing particular those insured, the extent of the insurance, the expiration date, the above mentioned notice of cancellation clause. Equal insurance sha provided by any and all of TENANT's contractors, regardless of the value the work, unless otherwise modified in writing by LANDLORD. All insurspecified in the Agreement shall be provided by the TENANT and TENANT's contractors at no additional expense to the LANDLORD. I party hereby waives its right of recovery against the other for any los damage covered by any insurance policies maintained by the waiving p Each party will cause each insurance policy obtained by it to provide tha insurance company waives all rights of recovery against the other par connection with any damage covered by such policy.
- (c) The TENANT shall require its contractors to obtain policies of si insurance before each commences work. The TENANT shall furnish LANDLORD with Certificates of Insurance for all policies held by TENA contractors in conjunction with the construction. All contractors' Certificat Insurance shall list the LANDLORD as an additional insured.
- (d) Prior to the commencement of construction of the Facility, TENANT provide LANDLORD with performance, labor and materials bonds issue an insurance or surety company in favor of LANDLORD in the amount c estimated cost of construction of the Facility and in form and substreasonably satisfactory to the LANDLORD.
- 16. Hazardous Substances. LANDLORD hereby indemnifies TENAN. holds TENANT harmless from any and all costs (including reaso attorneys' fees) and claims of liability or loss which arise out of the pres of any substance, chemical or waste, oil or hazardous material (collect "Hazardous Substance") that is identified as hazardous, toxic or dangerous any applicable federal, state or local law or regulation on or migrating fro Site or any adjacent real estate owned by the LANDLORD (collec "Premises") at any time, other than those Hazardous Substances which first released by TENANT upon the Premises. TENANT will not introdu use any Hazardous Substance on the Site in violation of any applicable TENANT will assess and remediate (if necessary) in compliance w applicable laws and hereby indemnifies LANDLORD and holds LANDI harmless from any and all costs (including reasonable attorneys' fees claims of liability or loss which arise out of the release of any Haza Substance by TENANT upon the Premises. Upon obtaining knowledge release or threat of release of any Hazardous Substance on the Prer TENANT and the LANDLORD shall each have the right to notify the appl regulatory authorities thereof without the prior consent of the other part with simultaneous notice to the other party) and to provide reasonable a to the Site to the employees, agents, and contractors of such agencies ϵ other persons conducting response actions in accordance with applicab The foregoing indemnifications shall survive any termination of this Agre and shall be in addition to any other rights which LANDLORD or TENAN have under applicable law.
- 17. Maintenance. LANDLORD will be responsible for repairing maintaining the Facility (excluding the TENANT'S PCS equipment there a proper operating and reasonably safe condition; provided, however such repair or maintenance is required due to the acts of TENANT, its

or employees, TENANT shall reimburse LANDLORD for the reasonable costs incurred by LANDLORD to restore the damager has to the condition which existed immediately prior thereto. LANDLOR. Ill maintain and repair in proper operating and reasonably safe condition those other portions of the Property used in conjunction with the access to or operation of the Site, or affecting such access or operation. TENANT will be responsible for repairing and maintaining the PCS in reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of LANDLORD, its agents or employees, LANDLORD shall reimburse TENANT for the reasonable costs incurred by TENANT to restore the PCS to the condition which existed immediately prior thereto.

- 18. Landlord's Equipment. (a) TENANT shall install certain of the LANDLORD'S radio equipment more particularly described in Exhibit E attached hereto (hereinafter referred to as the "LANDLORD's Equipment") on the Facility at TENANT's sole cost and expense, provided the LANDLORD's Equipment is purchased and delivered to the Site at LANDLORD's sole cost prior to commencement of Tower construction. LANDLORD agrees to hold TENANT free and harmless from any damage to the LANDLORD's Equipment resulting from said installation, provided TENANT exercises reasonable care in executing same. In no event shall the LANDLORD's Equipment interfere with the installation and operation of TENANT's antennas at the 170 foot centerline level of the Tower.
- (b) LANDLORD shall be responsible for all costs associated with the operation, maintenance and repair of the LANDLORD's Equipment. LANDLORD will have a meter installed on the Site for LANDLORD's utility use, and the cost of such meter and of the installation, maintenance and repair thereof shall be paid for by LANDLORD. All utility costs attributable to the LANDLORD's Equipment shall be paid by LANDLORD.
- (c) LANDLORD shall not permit the use of the LANDLORD's Equipment to limit, impair or restrict the use or operations of the PCS by TENANT, nor shall LANDLORD permit the use of the LANDLORD's Equipment to cause any destructive or conflicting interference with the PCS. If any harmful interference with the PCS results from the operation of LANDLORD's Equipment, then LANDLORD shall immediately cause any and all operation of the LANDLORD's Equipment to cease until LANDLORD has eliminated such interference.
- 19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of Connecticut; (c) If requested by TENANT, LANDLORD agrees promptly to execute and deliver to TENANT a recordable Memorandum of Agreement in the form of Exhibit D; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- 20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B, C & D.

21. Siting Council Disclosure. LANDLORD acknowledges that pursuant to Connecticut General Statutes Chapter 277A, §16-50g (et. seq.) and the regulations promulgated thereunder, the Connecticut Siting Council (the "Council") has jurisdiction regarding the location of certain telecommunications facilities.

LANDLORD:

Town of Far

ton, a Connecticut municipal corporation

By: Two of Faminaron Name: Kuthlum () Eagen

Address: 1 Monteith Drive, Farmington, CT 06032-1053

Date: 1/- 2

TENANT:

Sprint Spectrum L.P., a Delaware limited partnership

Name: Michael W. Loucy

Its: Director of Site Development - Northeast Region

Address: 1 International Boulevard, Suite 800, Mailstop: NJMAHA0101, Mahwah, NJ 07495

Date: 5/18/01

EXHIBIT A

Site situated in the Town of Farmington,	County of Hartford,	, State of Connecticut,	, known commonly as 3	119-321 New Britain	n Avenue
commonly described as follows:					

Legal Description:

A PORTION OF THE PREMISES DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN THE FARMINGTON LAND RECORDS OFFICE IN VOLUME 571 AT PAGE 159.

Sketch of Site:

SEE PLAN/DRAWING L-1 ATTACHED HERETO AND INCORPORATED HEREIN.

LANDLORD Initials

TENANT Initials

Note: LANDLORD and TENANT may, at TENANT's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.



uas corporation aes

500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-(860)-629-4862 SPFINT PCS 1 INTERNATIONAL BLVD. SUITE 800, 8TH FLOOR MAHWAH, NJ 07496

FARMINGTON POLICE STATION
NEW BRITAIN AVE
FARMINGTON CONNECTICUT

1	23~22~0)	REVISED		Ovg. Ho.
		REVISED ANTENNA	LOCATION	L-1
	DATE:	DESCRIPTION OWN 02-	73-01	(
		772.53 File No.		(Dvs. 2 of 3

EXHIBIT B

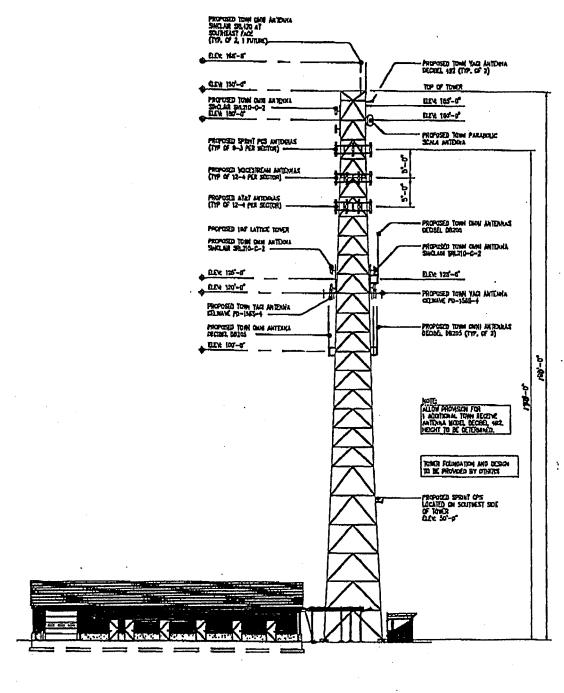
[attach Facility specifications]

SEE PLANS/DRAWINGS L-2 AND L-3 ATTACHED HERETO AND INCORPORATED HEREIN.

LANDLORD Initials

TENANT Initials _

PROPOSED OF MICH CHAIN LINK FEXCE W/ 3 STRAND BANKED WATE CALL) NYJ ISMNOS ROD PROTECTION DO HVAC UMT (TIP.) CALY, FINCE POST (TYP.) COIC FOUNDATION (TTP.) PROPOSED LIBLITY PRANSFORMER -PROPOSED IN HICH EATHOR TOMER 13, 752 13, 752 002 9 NG 1823 12 123 005 ATAT ROOM 12 x25 001 PROPOSED UTILITY BACKBOARD ON SUPPORT FRAME CONSIGN STORE EN SOME THE PROPERTY OF THE PR YOKIO ONDONCAD COLLAG DODA (יאר) פעונט פעווז אינט PROPOSED CONCRETE WALK IZ NOC YCOUSS DATE מאל עודם פודעם CONTAC CABLE ICE BROOK (THP.) HALLOW METAL DOOR AND FRANC **⊕** WINE LOWER (TIP.) FROTOED CAN FORT PARTIAL SITE AND EQUIPMENT FLOOR PLAN SCALE: 1"-30'-0" SITE 10 HOS CTJJJXCSJ4 Dealemed bys SPRINT PCB URS CORPORATION AES 1 INTERNATIONAL BLVD, BUTTE 800, 8TH FLOOR REVISED MAHWAH NJ 07495 1 DZ-22-01 REVISED ANTENNA LOCATION 500 ENTERPRISE DRIVE L-2 KRA וצואם יאם FARMINGTON POLICE DEPARTMENT PECRALIEN ROCKY HILL, CONNECTICUT Charges sys 1-(660)-529-4862 NEW BRITAIN AVE FARKINGTON, CONNECTICUT Sealer AS SHOWN Dates 02-13-01 (-) He.F301972.52 (FR. He. L-1 D+s. Z +1 3



INITIALS



CL27XC22+ HLM HLM

BRS CORPORATION AES

500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-(860)-529-8882

EPRINT PCB 1 INTERNATIONAL BLVD. SUITE 800, 8TH FLOOR MAHWAH, NJ 07405

FARMINGTON POLICE DEPARTMENT NEW BRITAIN AVE FARMINGTON, CONNECTICUT

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,	02-21-01	REYDED ANTEHNA LOCATION	7 _ 9
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<u></u>	Ha AS Sh	CMN (park 03-13-01	

(Job Haf 301972.52) (Fla Ha. L-2

) [Days 3 41 3

EXHIBIT E

Landlord's Equipment

SEE EQUIPMENT LIST ATTACHED HERETO AND INCORPORATED HEREIN.

LANDLORD Initials ______

#50166299 v\9 - laisjw n - 8kb09!.doc t - 80563/1667

EXHIBIT E

	F/	ARMINGTON	POLICE DEPARTMENT					
			•					
	ANTE	NNA & FREC	UENCIES NEW PD TOWER					
							 	
	ļ.,	2/19/01						·
				Base Station	Length	Ant. Height	Ant Direction	Cable Dia.
alenna	City	Frequency	Description	Dasa Glation	Cumur	A THE STATE OF THE		
	 		960 Link to Ch 61, Parabolic	Micro Wave	4 feet	180 feet	South East	11/4 Inch
SPR950	1	955,35	ADO TIUK IO CU OL' LAISPONC	Intolo Alman	7,105.			
	ļ	055 0075	Main Backup, Omni 7.5dB	Main Station	8.7 foot	190 feet	South East	7/8 Inch
DF7220	11	855.2375		Main Station				
	 	866.775	Detective	*:	:			
		00005	Fulure Trunked	Main Station	8.7 feet	190 feet	South East	7/8 Inch
DF7220	1	866,35	Future Trunked	Main Station		· · · · · ·		
		867.9375	Future Trunked	Main Station				
		889.6626	I diale Helmon					
	-	909 4935	RAFS, Yagi	Control Station	18 Inches	185 feet	East	1/2 Inch
DF8431		808,1625	RAFS	Control Station				
		007.8120			• • • • • • • • • • • • • • • • • • • •			1
DE0404		821.0125	ITAC, Yagi	Control Station	18 Inches	185 feet	East	1/2 Inch
DF8431		821.5125	ITAC	· Control Station		1 . ,,,,	11	
		823,0125	ITAC	· Control Station			 	_
	┼─	020.0124			T		<u> </u>	7101
DD7260	1	154.19	Familiation FD, Omni 6.5dB	Main Station	10 feet	180 feet	South East	7/8 Inch
DD1200	' 	104.10		•	· .	<u> </u>	·	14/0 11
DD7260	. 	154,265	Inter City, Omni	Main Station	· 10 feet	125 feet	East	1/2 Inch
100/200	- ' -	163.74	Area 5 Emergency	Main Station		ila jama	1,	
		153,935	Area 3 Emerency	Meln Station	<u>: </u>			
		155.34	Fire Ground	Main Station		-}		
		- 100.0				•1	1 21-45 32/200	4 P Inch
TDD7260	0 11	155,325	AMR Ambulance, Omni	Main Station	· 10 (eet	125 feet	· North West	1/2 Inch
I DO LEG	- -	- 1	•			1202	Caus Fors	1/2 inch
TDD687	0 1	159.42	Farmington FD, Yagi	. Control Station		s. 120 feet	Sout East	1/2 Inch
TDD687		154.01	Burlington FD, Yagi	Control Station	n 39 Inche	s' 120 (set	North West	I/E RIGHT
10000	-				10000	1400 5-01	· East	1/2 Inch
TDB640	0 1	33.94	Harford County Fire, Omni	Main Stallon	18 feet	: 100 feet	· E997	172 17211
		33.5	Mutual Ald	Main Station				
					140 5-04	100 feet	North West	1/2 inch
TDB640	0 1	33.04	Disaster Coordination, Omn	I - Main Station	: 18 feet	100 leer		1,14,11,14,1
					40 600	·: 100 foot	South East	1/2 Inch
TDB640	0 1	45.86	State Police Hotline, Omni	Main Station	· I I D I AGI	-11 100 100t		1
							···· South East	1/2 Inch
TDB640	00 1	48.62	Public Works :	Main Station		123 1861	· Ouder cast	1/2///
		46.68	Public Works	Main Station				
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		l	tower legs.	:L		: · · ·		····



Notice of Lease Agreement

Such Agreement provides in part that Landlord leases to of Farmington, County of Hartford, State of Connecticut, within with grant of easement for unrestricted, non-exclusive rig	into by written Cellular/Wireless Communications Lease Agreement dated a, a Connecticut Municipal Corporation ("Landlord") and Sprint Spectrum and conditions of which are incorporated herein by reference. Tenant a certain site ("Site") located at 319-321 New Britain Avenue, Town the property of Landlord which is described in Exhibit A attached hereto, this of access thereto and to electric and telephone facilities for a term of five the property of three additional five year extension periods and then popy of the Agreement is on file at the Town Manager's Office, Town of 06032-1053.
IN WITNESS WHEREOF, the parties have executed this	Notice as of the day and year first above written.
LANDLORD	TENANT
Town of Farmington, a Connecticut municipal corporation	Sprint Spectrum, L.P., a Delaware limited partnership
By: Tain of Formaston	
Name: <u>antion</u> agen	Name: Michael W. Loucy
Title: Tun Manack	Title: Director of Site Development - Northeast Region
Address: 1 Monteith Drive, Farmington, CT 06032-1053	Address: Crossroads Corporate Center, Suite 800 1 International Boulevard Mailstop: NJMAHA0101 Mahwah, NJ 07495
Signed, sealed and delivered in the presence of:	Signed, sealed and delivered in the presence of:
Sign: JATES Sign: Der Rech Print: ANN REOHR	Witnesses: Sprint Spectrum L.P. Sign: Medical Description Print: CH31STOPHER PESCATORE Sign: J. Wayne Medical Print: J. Wayne Medical Print: J. Wayne Medical

STATE OF CONNECTICUT) == F &	rmengton			·
COUNTY OF HARTFORD) ss. / 0°	one after			
	,		•		
Before me, the undersigned, the to me to be the <u>Town Man</u> ne/she as such officer, signer after act and deed as such officer.	nis <u>27</u> day of uge of the Town and sealer of the er, and the free ac	orril n of Farmington, Co foregoing instrumen at and deed of said C	, 2001, personally apponnecticut, a Connecticut, acknowledged the connecticut municipal	peared <u>Kattula</u> icut municipal c execution of the corporation.	knowr proporation, and tha same to be his/he
In Witness Whereof, I hereunto	set my hand.				
		Commissioner of Notary Public. My Commission E	Reserved Across Court Expires:		· ·
STATE OF NEW JERSEY COUNTY OF BERGEN)) ss. Mg	thurth			
Before me, the undersigned, the me to be the Director, Site Dev he in such capacity, and as signee act and deed in such capa	relopment – North gner and sealer <mark>of</mark>	east Region of Sprir the foregoing instru	iment, acknowledged	elaware limited p	artnership, and the
In Witness Whereof, I hereunto	set my hand.	Odeo	n Lef		:
:				AN L. A. S.	2 .
· • .	·	Commissioner of Notary Public My Commission E	the Superior Counting	707.47011 Poc. Pulling	
•				OK NEW JERS	

FIRST AMENDMENT TO LEASE AGREEMENT

This Amendment made as of the 14 day of December 2001, by and between Sprint Spectrum, L.P., a Delaware partnership ("Tenant"), and the Town of Farmington, a Connecticut municipal corporation ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord entered into a certain Cellular/Wireless Communications Lease Agreement last dated May 18, 2001 ("Agreement");

WHEREAS, in response to Town approvals, the Tenant has agreed to provide a monopole-style tower, in lieu of the lattice-style tower referenced in the Agreement; and

WHEREAS, the parties wish to so amend the Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

- 1. Paragraph 2 of the Agreement is amended by deleting the second bullet thereunder and substituting the following in its place:
 - Tower antenna space between the 167 and 173 foot levels on the 190 foot monopole-style tower (the "Tower") to be constructed by TENANT on behalf of LANDLORD;
- 2. The Plans and Drawings attached to the Agreement as <u>Exhibit B</u> is hereby deleted in its entirety, and the Project Description attached hereto and made a part hereof, as initialed by the parties, is hereby substituted in its place as "<u>Exhibit B</u>". All references to <u>Exhibit B</u> in the Agreement shall be deemed to be <u>Exhibit B</u> as herein amended.

The Agreement in all other respects is hereby ratified and confirmed.

The parties have executed this Agreement as of the date and year first above written.

LANDLORD

TOWN OF FARMINGTON

Cathlen A. Eagen 12/14/01

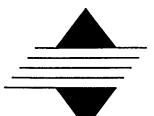
Its Town Manager

TENANT

SPRINT SPECTRUM, L.P.

MICHAEL W. LOUEY
DIRECTOR-SITE DEVELOPMENT

NORTHEAST REGION



Sprint PCS

SITE I.D.# CT33XC534

FARMINGTON POLICE DEPT.

NEW BRITAIN AVE FARMINGTON, CONNECTICUT

PROJECT DESCRIPTION

PROPOSED INSTALLATION OF A WIRELESS TELECOMMUNICATIONS FACILITY TO CONSIST OF A 190' MONOPOLE AND EQUIPMENT BUILDING.

PROJECT DATE 12-13-01

		SHI	EET INDEX	
Ĺ	T-1	TITLE SHEET		
	L-1	SITE PLAN		
Į	L-2	PARTIAL SITE AND	EQUIPMENT FLOOR PLAN	
L	L-3	ELEVATION		
		PROJEC	T INFORMATION	
	SITE NA	ME:	FARMINGTON POLICE DEPARTMENT	
	SITE AD	DRESS:	NEW BRITAIN AVE FARMINGTON CONNECTICUT	
	PROPER	TY OWNER:	TOWN OF FARMINGTON	
	CONTACT NAME:		JEFFREY OLLENDORF 860-675-2325	
	CONSTRUCTION MANAGER:		JEFF YORK 45 SOUTH MAIN STREET WEST HARTFORD, CONNECTICUT 06107 (860) 232-3125	
	A/E FIRM:		URS GREINER WOODWARD CLYDE INC. 500 ENTERPRISE DRIVE ROCKY HILL. CONNECTICUT (860) 529-8882	
	A/E CONTACT PERSON:		ALITZ ABADJIAN URS GREINER WOODWARD CLYDE INC. 795 BROOK STREET, BUILDING 5 ROCKY HILL. CONNECTICUT (860) 529–8882	

10 12/14/ci

SITE ID NO: CT33XC534 Designed by:

URS CORPORATION AES

795 BROOK STREET, BLDG 5 ROCKY HILL, CONNECTICUT 1-(860)-529-8882 SPRINT PCS 1 INTERNATIONAL BLVD, SUITE 800, 8TH FLOOR MAHWAH, NJ 07495

F300001972.52/F02

A/E PROJECT NO .:

FARMINGTON POLICE DEPARTMENT

NEW BRITAIN AVE

FARMINGTON CONNECTICUT

(3)	10-25-01	REVISED ANTENNA LOCATIONS	Dwg
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1	02-22-01	REVISED ANTENNA LOCATION	1
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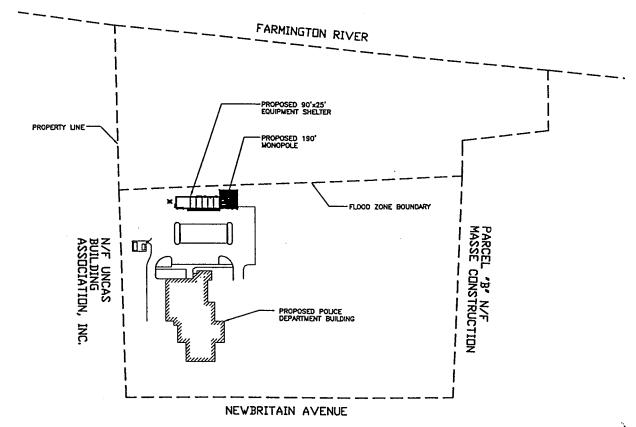
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Dwg. 1 of 4

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SITE IO HO: CT33XC534 Designed by: Drawn by: JM Checked by:

URS CORPORATION AES

795 BROOK STREET, BLDG 5 ROCKY HILL, CONNECTICUT 1-(860)-529-8882 SPRINT PCS 1 INTERNATIONAL BLVD, SUITE 800, STH FLOOR MAHWAH, NJ 07495

FARMINGTON POLICE DEPARTMENT
NEW BRITAIN AVE
FARMINGTON CONNECTICUT

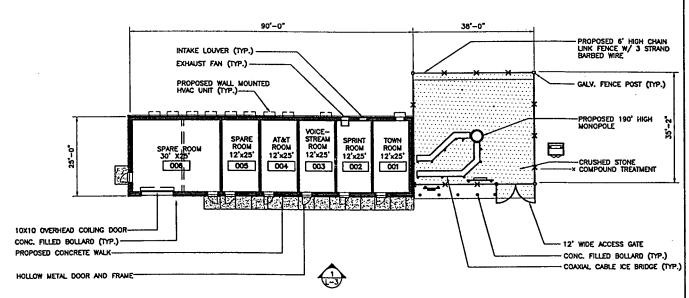
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Scale: AS SHOWN Dale: 02-13-01

Job No.F301972.52 File No. L-1 Dwg. 2 of 4





(2/14/ci

1 PARTIAL SITE AND EQUIPMENT BUILDING FLOOR PLAN

SCALE: 1"-30'-0"

SITE 10 NO: CT33XC534 Designed by: Orawn by:

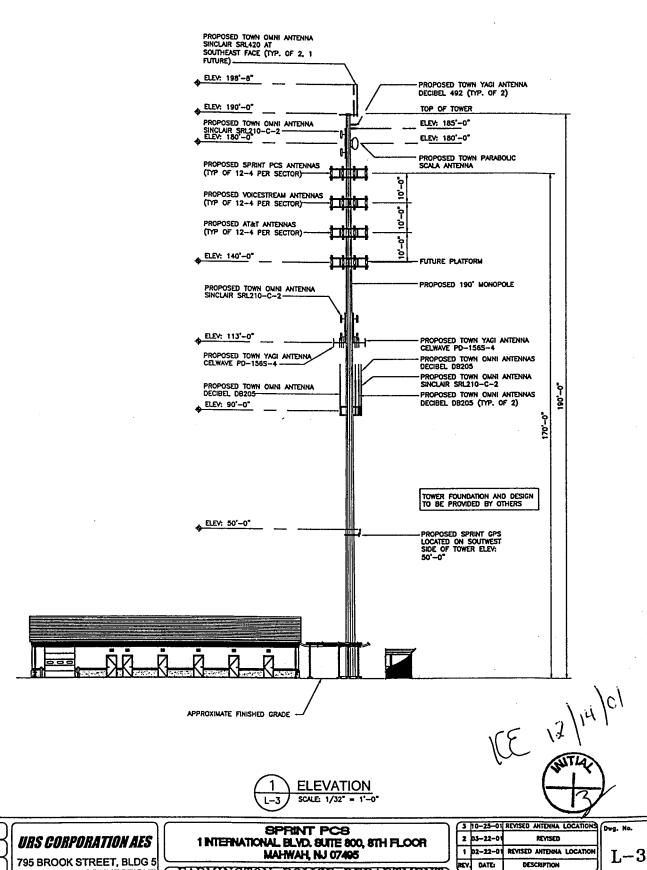
URS CORPORATION AES

795 BROOK STREET, BLDG 5 ROCKY HILL, CONNECTICUT 1-(860)-529-8882

SPRINT PCS 1 INTERNATIONAL BLVD. SUITE 800, 8TH FLOOR MAHWAH, NJ 07495

FARMINGTON POLICE DEPARTMENT
NEW BRITAIN AVE
FARMINGTON CONNECTICUT

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TOWN BY:

SITE ID NO: CT33XC534

ROCKY HILL, CONNECTICUT 1-(860)-529-8882

FARMINGTON POLICE DEPARTMENT
NEW BRITAIN AVE FARMINGTON CONNECTICUT

Scale: AS SHOWN Date: 02-13-01 Job No.F301972.52 (File No. L-2

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EXHIBIT E

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· •	YPE OF APPLICATION	18 18 20 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	Rec. Ame	
Change of Zone	•	X Amendment to I	enolialugei	1
X Special Permit	4	X Site Plan Appl	rovel Modific	ation
Removal or Deposit of		Waiver	675-23	350
1. Name of applicant Town	•			
Mailing address 1 Mont		on, CT / 1 Internal	tional Blvdi	Mahwah, NJ
Maiking address 1 Mor	•	ington, CT D6032		
3. Property address 319-3			Acresse 13	Acres
4. Assessor's lot number				
5. Zoning: Present CR		•	:	·
6. Is parcel within 500 f	set of municipal bou	indary? Yes No ;	x	
7. Description of request accordance with Artic Revisions to Article	le IV Sec. 23 of	the zoning regulation	to 200 feet	<u>in</u> ed.
8. Please indicate adjoin sheet if necessary.)	ing property owners	and location, as foll	Love: (Attach	**perste
Boundad Northerly by:				0.000
Southerly by:	Black and Warner Macini Bros. Inc	Magge - 740 Harris R New Britain Ave., P.O. Box 121, Unio 19 Shadow Leng.	UnionVille, o nville, CT do West Hartford	00085 5085 1. CT 06110
Westerly by:	Uncas Building As	soc. Inc P O. Bo	x 32 Intone	illaCT_06085
 All information submi- my knowledge. The app complete only when all submitted. 	ligant understands t	hat this application	18 CO DA CONS	104740
Date January 5. 2001		Katalien		gen_
•	•	Anache on es (gare pe owner or po)	lder of option	/to
PLEASE READ THE VOLLOVERO	<u>.</u>	· hasanaa as as		
A. Applications for char public hearing by fai feet of any boundary, hearing. Receipts for Department prior to t	: Adok Gartified hai Efficie Subject prop Efficie Mail by the	spplicant to all property no later than 10	erty owners wi days prior to	.zhin 200 . such

- Applications for changes of some and special permics require the posting of a sign on the subject properly, high 7 days prior to the scheduled public hearing. A \$25.00 deposit to required for such signs, refundable upon return of the sign.
 Maps and Planes This application must be accompanied by at least 8 copies of plans 201 x 301 in Size. A charitist of data to be included on plans is available.
- D. <u>Filing Fast</u> The filing fee must be paid to the Farmington Tax Collector before streptance of application by the Town Planner (see Fee Schedule available from Planning Office).
- Sever connection charges in relation to site plans should be charked with the Town Engineer's Office.



THOMAS J. REGAN ATTORNEY AT LAW

Direct Dial: 860.509.6522 E-Mail: tregan@brfg.com

http://www.brownrudnick.com

VIA HAND DELIVERY

February 4, 2002

Mortimer A. Gelston, Chairman Connecticut Siting Council 10 Franklin Square New Britain, CT 06051

RE: <u>TS-SPRINT-052-020118</u>



Dear Chairman Gelston:

At the Connecticut Siting Council's (the "Council") regularly scheduled meeting on January 31, 2002, the Council agreed to table its decision on the Sprint Spectrum, L.P. d/b/a Sprint PCS ("Sprint") Tower Sharing Proposal dated January 18, 2002 (the "Proposal") on the basis that the tower in question had not been constructed. Sprint would like to take this opportunity to provide the Council with additional background on its Proposal, and the need for approval of this Proposal prior to the construction of the tower.

In November 2000, the Town of Farmington (the "Town") sent out a Request for Proposal ("RFP") "to construct a communication tower and support building, to be deeded to the Town for no cost, on property owned by the Town known as lots 319-321 New Britain Avenue, Unionville, Ct." (the RFP and its Addendum are attached hereto as Exhibit A). The subject property is the site of the Town's new police headquarters. The tower's primary user will be the Town, which will be placing all of its public safety communication equipment on the top thirty (30) feet of the tower, as indicated in the site plan attached to the Proposal.

A Partnership of Professional Corporations

CITYPLACE I
185 ASYLUM STREET
HARTFORD, CONNECTICUT 06103-3402
860-509-6500
Fax: 860-509-6501

Boston / Providence / London / Belgium



Mortimer A. Gelston, Chairman February 1, 2002 Page 2

Sprint submitted its response to the RFP to the Town in December 2000. On January 19, 2001, Sprint was informed that it was among the finalists and was requested to submit additional information to the Town (a copy of the January 19, 2001 letter is attached hereto as Exhibit B). On February 5, 2001, the Town informed Sprint that it had selected Sprint to build the communications tower (a copy of the February 5, 2001 letter is attached hereto as Exhibit C).

On May 18, 2001 Sprint and the Town entered into a Lease Agreement, which was amended on December 14, 2001 (the Lease Agreement, as amended, is attached hereto as Exhibit D). In Paragraph 2 of the Lease Agreement, Sprint agreed to construct the tower on behalf of the Town. In consideration for Sprint constructing the tower for the Town at no cost to the Town, Sprint was granted a reduced monthly rent payment of \$1,060.00 for the collocation of its antennas on the tower.

The Town, acting through its Town Manager, Kathleen Egan, applied to the Farmington Planning and Zoning Commission (the "Planning and Zoning Commission") for a Special Permit to construct the tower on January 5, 2001 (a copy of which is attached hereto as Exhibit E). The Town was represented at the public hearings on the application by Attorney Kenneth Pocius and Police Chief Michael Whalen. Sprint, AT&T Wireless and Voicestream each submitted testimony in support of the application before the Planning and Zoning Commission, which unanimously approved the Special Permit on July 23, 2001 (a copy of the Planning and Zoning Commission approval is attached hereto as Exhibit F).

The Connecticut Department of Environmental Protection issued its final approval for the site on January 12, 2002.

Sprint, which acknowledges the Council as having primary jurisdiction for the siting of PCS facilities in Connecticut, then submitted its Proposal to the Council seeking the Council's approval to place its antennas on the Town tower. Sprint views the Council's approval of the Proposal as required prior to Sprint to releasing the funding necessary to construct the tower.

The Town is extremely eager to have Sprint begin construction of the tower. Once the tower is constructed, it will significantly improve the Town's public safety communication system. Therefore, based on the facts outlined herein, Sprint respectfully requests that the Council approve the Proposal.



Mortimer A. Gelston, Chairman February 1, 2002 Page 3

If you have any further questions, do not hesitate to contact the undersigned or Farmington Police Chief Michael Whalen directly.

Very truly yours,

BROWN RUDNICK FREED & GESMER, P.C.

TJR/bh Enclosures

cc/encl:

Michael Whalen, Farmington Chief of Police

Mr. Thomas Kincaid, Sprint Spectrum, L.P.

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Certificate of Service

This is to certify that on this 5th day of February 2002, a copy of a letter to the Connecticut Siting Council dated February 4, 2002 was sent, via first class mail, to the following:

Jeffrey Ollendorf, Town Planner	Michael Whalen, Chief of Police
Town of Farmington	Town of Farmington
One Monteith Drive	319-321 New Britain Avenue
Farmington, CT 06032	Farmington, CT 06032

By: Thomas J. Regan, Esq.

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And the second

LEGAL NOTICE REQUEST FOR PROPOSAL COMMUNICATION TOWER CONSTRUCTION PROJECT

The Town of Farmington invites firms to submit proposals to be considered for the construction of a communication tower on the property known as 319-321 New Britain Avenue, Unionville, Ct. Proposal specifications may be obtained at the Town Manager's Office, Town of Farmington, 1 Monteith Drive, Farmington, CT 06032-1053 or by calling 860-675-2350 or by requesting through e-mail at BullD@Farmington-CT.org.

The Town of Farmington will hold a pre-proposal conference for any vendor questions, etc., on Monday, November 20, 2000 at 9:00AM at the Town Hall in the Council Chambers. A site visit will be included as part of the conference. All vendors are strongly urged to attend.

The RFP shall be submitted before 3:00PM on Friday, December 1, 2000. RFP shall be sent to: Lynne P. Celentano, Purchasing & Insurance Coordinator, Town of Farmington, Town Managers Office, 1 Monteith Drive, Farmington, CT 06032-1053. Facsimiles will not be accepted. Outside of envelope shall be marked as followed: RFP – Communication Tower.

The bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 3, 17, 11246, 11375 11478 and if applicable, the Connecticut Fair Employment Practice Law.

The Town of Farmington reserves the right to accept or reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP and to negotiate a contract with the successful firm.

Lynne P. Celentano
Purchasing & Insurance Coordinator

Request for Proposal

Communication Tower Construction Project

The Town of Farmington will receive proposals to the attention of Lynne P. Celentano, Purchasing & Insurance Coordinator in the Town Managers Office, Farmington Town Hall, 1 Monteith Drive, Farmington, Connecticut 06032-1053 for construction and maintenance of a communication tower (not to exceed 200') as described in the descriptions described herein. Proposals must be received in the Town Manager's office by 3:00 P.M. on Friday, December 1, 2000. Facsimiles will not be accepted. All documents included in specifications must be completed and returned with proposal.

Technical questions may be directed to Chief Michael Whalen at 860-675-2450 or by e-mail at WhalenM@larmington-CT.org,

Request For Proposal Farmington Police Communication Tower

I. Project Definition

The Town of Farmington is seeking proposals to construct a communication tower and support building, to be deeded to the Town for no cost, on property owned by the Town known as lots 319-321 New Britain Avenue, Unionville, Ct. This tower should have a height not to exceed 200 ft. and designed as a self-supporting, Pirod (or equal) lattice tower. The design should accommodate the Town's communication equipment as well as three wireless telecommunication service providers.

The successful applicant shall be responsible for all facets of pre-construction and post-construction, including all costs and test borings. The successful vendor shall act as a co-applicant with the Town of Farmington with regard to submissions to the Town Plan and Zoning Commission.

The successful applicant will provide all maintenance and support resources, following the construction of the tower, for a period of not less than 20 years.

II. Matters To Be Included In The Proposal

Interested parties shall include information concerning the following issues in their proposal:

- A. Project Timeline The proposal must include a project timeline outlining specific dates for the beginning and end of the construction period.
- B. Rent The proposal must include information concerning the proposer's rental payments, as well as any sharing of co-tenant rental income.
- C. Terms of the agreement The proposal must include a description of the length of the initial agreement, including any extensions. The term of the agreement should cover a period of not less than 20 years.
- D. Use The proposal should include all terms regarding the use, maintenance and operation of the tower and support building, including use by co-tenants.

- (E.) Insurance and Indemnification The proposal should include language allowing for the procurement and maintenance of an insurance policy as dictated herein. The proposal must also include indemnification and hold harmless language in favor of the Town of Farmington and list the Town of Farmington as "Additional Insured".
 - 1. The Contractor shall be responsible for maintaining insurance, coverage in force for the life of this Contract, and in addition, until the expiration of the guarantee period, of the kinds and in the adequate amounts to secure all of his obligations under the Contract; and with insurance companies licensed to write such insurance in the State of Connecticut. The kinds and amounts of such insurance carried shall not be less than that stipulated herein, and the Contractor agrees that the stipulation of the kinds and minimum amounts of insurance coverage, or the acceptance by the Owner of certificates indicating the kinds and limits of coverage, shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Owner, the Engineer, their agents, and employees from any claims for damages arising out of this Contract to either persons or

The following "Indemnity Agreement" shall apply and must be stated on contractor's "Certificate of Insurance".

"Contractor will indemnify and hold owner harmless against any and all claims, damages, losses, costs, penalties, expenses and compensation arising out of injuries and damages sustained by or alleged to have been sustained by, any person or persons or any property, real or personal, which is or is alleged to be, occasioned in whole or in part by the acts or omissions of contractor, material suppliers or anyone directly or indirectly employed by them or any of them while engaged in the performance of their work".

Contractor shall furnish insurance certificates endorsed as noted: Town of Farmington as "Additional Insured". Certificates of Contractors Insurance Company Form shall be submitted to the owner in the Bid Proposal.

- Upon award of Bid, CONTRACTOR shall submit Certificate of Insurance as required. Town of Farmington, Connecticut shall be named as "Additional Insured" on all certificates.
- 3. The Town may request the Contractor to submit copies of the required insurance policies for further review if necessary. The Town of Farmington may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved. The Contractor shall require its subcontractors to obtain policies of similar insurance before each commences work. The Contractor shall furnish the Owner with Certificates of Insurance for all policies held by his Subcontractors in conjunction with this project. All such insurance shall be carried with financially responsible insurance companies, kept in force throughout the guarantee period. Certificates of insurance, covering all operations under this Contract, which expire before the Contractor's work is accepted by the Town of Farmington shall be renewed and submitted to the Town of Farmington for its approval. All subcontractors Certificate of Insurance shall list the Town of Farmington as "Additionally Insured".
- 4. It is expressly understood that the Contractor shall maintain all insurance policies required herein in force until the completion of the project and final acceptance by the Owner. He alone shall be responsible for renewing all policies as they may expire and providing the Owner with Certificates of Insurance for and copies of all policies current and in force. If the Contractor fails to provide insurance as required herein or fails to provide the owner evidence of such insurance in the form of Certificates of Insurance for and copies of all policies and renewals thereof, the Owner may, without notice being given, order the Contractor to suspend work on all or portions of the project until such time as the Contractor provides evidence of insurance satisfactory to the Owner. This right to suspend work shall be in addition to any other rights afforded the Owner under the terms of this Contract. Any such suspension of work ordered by the Owner because of a failure by the Contractor to provide the required insurance or to provide the Owner evidence of such insurance shall not entitle the Contractor to an extension of the Contract Time or an increase of the Contract Price and a Change Order shall not be issued.
- Insurance: Insurance shall be written for not less than any limits of liability required by law or those set forth below.

whichever is greater. If your limits are not equal to the following, please submit your limits with the bid proposal for our review.

- Worker's Compensation Statutory
 Employers Liability \$100,000/500,000/100,000
- b) Commercial General Liability
 Rodily and Personal Liability & Property Damage
 \$1,000,000 Per Occurrence
 \$2,000,000 Annual Aggregate
 Products and Completed Operation hazard must be included
- c) Comprehensive Auto Liability
 Including Coverage of Owned, Non-Owned, & Rented Vehicles
 \$1,000,000 Per Occurrence
- d) Excess Liability \$1,000.000 Minimum

The insurance shall be placed with such company as may be acceptable to the Owner. The policy shall be submitted to the Owner for examination and satisfactory certificates of said insurance shall be submitted with contractor's bid to the Owner. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations, and in the event that the Contractor's policy does not cover every subcontractor, certificate of insurance issued on policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to commencement of such subcontract operations.

a) The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor, each certificate of insurance shall name the Owner as Additional Insured.

Other Insurance Requirements:

- In the event the form of any policy or certificate or the amount of the insurance or the companies writing
 same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in the form,
 in the amount and/or with companies satisfactory to the Owner.
- 2. The Contractor shall not cause policies to be canceled or permit them to lapse. All insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the country of liability, or amount of insurance until notice has been sent, by registered mail, to the offective.
- All certificates of insurance shall contain true transcripts from the policy authenticated by the proper office
 of the insurer evidencing in particular those insured, the extent of the insurance applies, the expiration date,
 and the above mentioned notice of cancellation clause.
- 4. Equal insurance shall be provided by any and all subcontractors of the work, regardless of the value of the work, unless otherwise modified in writing by the Owner.
- All insurance specified in this Contract shall be provided by the Contractor and all subcontractors at no additional expense to the Owner.
- 6. The Contractor shall require that the Insurance company(ies) from whom policies shall be acquired shall have reviewed all of the requirements for insurance as set forth in this document prior to execution of the Contract and he shall submit, with his Bid, a Certificate of CONTRACTORS Insurance Company executed by the insurance companies asserting that the policy(ies) provided comply with all of the requirements set

INDEMNITY OF THE TOWN BY CONTRACTOR:

The Contractor shall, at all times, indemnify and save harmless the Owner, the Engineer, and their employees, officers, and agents against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Owner and the Engineer, and shall defend, indemnify and save harmless the Owner and the Engineer from any and all claims, demands, suits, actions or proceedings of any kind or whomsoever in any way resulting from or arising out of operations on connections herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his subcontractors.

Insurance coverage specified elsewhere herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance, which in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner and the Engineer, against all hability, judgments, costs and expenses which may in any way come against the Owner and/or the Engineer, or which may in any way result from carelessness, omission or neglect of the Contractor resulting from the operation in connection herewith, including all liability to the Owner resulting from failure to erect or maintain sufficient railing or fence as required by Section 13a-149. Connecticut General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the Contract.

The Town of Farmington requires a 100% Labor/Material Bond and a 100% Performance Bond for this project.

- F. Dismantling The proposal should include language regarding the parties' responsibilities with regard to dismantling the tower, if such need should arise during the terms of the agreement.
- G. References The proposal must include at least three references related to construction of similar towers, in the Connecticut or New England area, within the last five years. References will include a name, address and telephone number of a contact person.

The Town of Farmington reserves the right to accept or reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP and to negotiate a contract with the successful firm.

ALL ADDENDA WILL BE POSTED TO THE TOWNS E-MAIL ADDRESS AND THE STATE OF CONNECTICUT BID SITE. HOWEVER, IT IS THE RESPONSIBILITY OF THE VENDOR TO CHECK FOR ANY ADDENDA ADDED TO THE REP A MINIMUM OF FORTY EIGHT HOURS IN ADVANCE OF THE DEADLINE.

Eight copies of the RFP shall be sent to:

Lynne P. Celentano, Purchasing and Insurance Coordinator Town of Farmington 1 Monteith Drive Farmington, CT 06032-1053

RFP - Communication Tower

ADDENDUM #1

RFP COMMUNICATION TOWER CONSTRUCTION PROJECT POLICE FACILITY/COMMUNITY CENTER TOWN OF FARMINGTON

DATE:

November 20, 2000

A pre-bid conference was held at 9:00AM on November 20, 2000, in the Town Council Chambers of Town Hall and at the site. NOTE: RFP SUBMITTAL HAS BEEN EXTENDED TO 3:00PM, FRIDAY, DECEMBER 15, 2000. The following are additional corrections to RFP:

- 1) Town will be a co-applicant. Proposal will require going through ZBA and TPZ. Town staff will support the application.
- Communication tower contractor and/or carrier will coordinate construction schedule and activities with the general contractor.
- 3) In regards to town antenna height and Town of Farmington portion see attached antenna specifications.
- 4) Design of tower carrier placement up to vendor not limited to three, but needs of Town of Farmington must be met first.
- 5) Painting of lattice tower to be determined by ZBA and TPZ.
- 6) Attached please find a DRAFT preliminary site plan drawing. In regards to support building the size on the drawing is incorrect. The correct dimensions are 90' x 30'. Support building to be built by tower contractor and to be divided as follows: There will be 4 secure spaces each 15' x 25' deep with single entrance doors. The last section of 30' x 25' will have 1 single entrance door (for future use) and a standard overhead garage door.
- 7) Generator power will service the Support Building and will support all carriers.
- 8) Specification on brick attached (to match Police Facility and Community Center). Roof will be asphalt shingle and ridge will run length of building.
- 9) Footprint sitework will be the responsibility of the tower contractor. Site would be prepped by tower contractor to correspond with flood elevation requirements.

- 10)Latitude/Longitude coordinates are not available from the Town of Farmington as site location is approximate until finalized. They are the responsibility of the tower contractor.
- 11)Test Point Data See attached for general boring information and specifics of the two closest locations.
- 12)Town of Farmington requires a 2 hour rated block firewall with roof assembly seperating the 30' section from the multiple 15' sections.
- 13) Building shall be built to all Federal, State and Town of Farmington regulations and carrier requirements.
- 14)Flood line is not staked.
- 15)RFP SUBMITTAL HAS BEEN EXTENDED TO 3:00PM FRIDAY, DECEMBER 15, 2000.
- 16)Attached are copies of the sign in sheet at the pre-bid conference meeting on 11/20/00 and also a copy of the vendor list of firms who have obtained copies of the RFP prior to the 11/20/00 pre-bid conference.

Any technical questions shall be directed to Captain Jeffrey Yates at 860-675-2400.

Lynne P. Celentano
Purchasing & Insurance Coordinator
Town of Farmington
1 Monteith Drive
Farmington, CT 06032-1053
860-675-2355
860-673-8233 fax
CelentanoL@Farmington-CT.org

TOWN HALL

1 MONTEITH DRIVE

FARMINGTON, CONNECTICUT 06032-1053

INFORMATION (860) 675-2300 FAX (860) 675-7140 "TOWN TALK" (860) 675-2301



January 19, 2001

VIA FACSIMILE AND REGULAR MAIL

Mr. J. Wayne Medlin Sprint Spectrum, LP One International Blvd. 3rd Floor Mahwah, New Jersey 07495

RE: CELL TOWER PROPOSAL TO TOWN OF FARMINGTON

Dear Mr. Medlin:

This letter is to formally notify you that your proposal is one of those being given final consideration by the Town of Farmington.

At this point, we have considered all information provided to us including that by phone, fax, and mail since your initial proposal of December 15th. We now expect that three major carriers will occupy the tower, in addition to the Town's equipment and perhaps three regional carriers. Do you agree with this loading and to what extent are you willing to commit? We have also concluded that ownership of the tower, (as well as the support building) should be turned over to the Town upon completion of construction. Management and maintenance issues will then be handled by agreement with the builder of the facility. Since the proposed location is in a flood zone, would flood insurance be required and if so would you be willing to pay for it?

There are a few issues in need of clarification. First, would your proposal allow for the Town to occupy the small equipment room in the support building closest to the tower since its antennae(s) will apparently be located at the top of the tower? Is the tower built to accommodate loading requirements for six carriers in addition to Town equipment? While you are installing underground conduits would you be willing to install the same for the Town connecting the support building to the Police Department's communication equipment room?—If there would be cost to the Town, how much? Please confirm that you will provide and install Town antennas, mounting brackets, coax, etc. on the tower at no cost to the Town. (See enclosure by Jeffrey A. York for these two points of information). Finally, what is your position concerning dismantling of the tower in the future should it become necessary?

We are assuming that in accordance with your January 9th (copy enclosed) supplement to the proposal, the Town would receive all revenue from the second and all subsequent carriers. Please confirm this and suggest a mechanism and the cost of same for management and maintenance issues. As stated earlier the Town would like the tower builder to be responsible for these issues.

Please consider the contents of this letter as supplemental to the Town's RFP; and advise of any issues you may have with it. We would ask you to respond with your final best proposal by February 1, 2001. We will select from these final proposals without further negotiations; and

AN EQUAL OPPORTUNITY EMPLOYE



prepare an agreement for review and approval by the Farmington Town Council. The Town will propose the inclusion of the following provisions, some of which may already be in your standard lease, in the agreement:

- 1. Voluntary termination:
 - No termination for first five (5) years.
 - Thereafter, six (6) months notice or an equivalent termination fee.
- 2. No Town representations except due authorization.
- 3. Non-refundable security deposit, due on lease execution; and credit to rent upon completion of
- 4. Bond/security to insure completion of facility.
- 5. Town consent required for assignments, subleases and facility modifications, not unreasonably withheld, conditioned or delayed.
- 6. Tenant default provisions:
 - All "rents" due within ten (10) days, without necessity of notice.
 - Any uncured default permits Landlord termination and acceleration of payment of "rent" for the balance of then term.
 - Indemnity from subtenant claims.
- 7. All lease provisions must protect Town's ownership of the Tower, the Town's facilities and their continued operation.
- 8. Timetable for commitment of all carriers with a provision for base rent by an agreed amount until realized.
- 9. Definition of Sublease rents—should include "value" of services or sharings, if any, which are in lieu of or effectively reduce the subtenants rent (therefore the Town's share).
- 10. Confirmation of deadline for approvals, "other" due diligence required dates and start/completion dates for construction

We have applied for zoning approval and are planning for a public hearing in February.

Thanks for your interest in this project; I'll look forward to your reply.

Sincerely,

Jeffrey S. Yates, Project Coordinator

Town of Farmington

JSY:clg

cc: Kathleen Eagen, Acting Town Manager Lynne Celentano, Purchasing & Insurance Co-ordinator Jeffrey Ollendorf, Planning Director Michael Whalen, Chief of Police

Robert O'Connor, NBC



TOWN HALL

1 MONTEITH DRIVE
FARMINGTON, CONNECTICUT 06032-10

INFORMATION (860) 675-2300 FAX (860) 675-7140 "TOWN TALK" (860) 675-2301

February 5, 2001

Mr. J. Wayne Medlin Sprint Spectrum, LP One International Blvd. 3rd Floor Mahwah, New Jersey 07495

RE: CELL TOWER PROPOSAL TO TOWN OF FARMINGTON

Dear Mr. Medlin:

We are pleased to inform you that the Town of Farmington has selected Sprint to partner with us in building a tower facility at 319 New Britain Avenue, Unionville. We would be pleased to meet with you and/or Mr. Rob O'Connor at your earliest convenience to work out final details and prepare for the public hearing required by our zoning regulations, tentatively scheduled for March 12, 2001.

I will look forward to receiving the proposed lease (February 9th will be fine), after which it will be reviewed by the Town's Attorney—Kenneth J. Pocius, Carmody & Torrance LLP, P.O. Box 1110, Waterbury, CT 06721-1110, Telephone 203-575-2631, FAX 203-575-2600.

Thank you for your interest in this project; we look forward to working with you.

Sincerely.

Jeffrey S. Yates, Project Coordinator

Town of Farmington

JSY:clg

Cc: Kathleen Eagen, Acting Town Manager
Lynne Celentano, Purchasing & Insurance Co-ordinator
Jeffrey Ollendorf, Planning Director
Michael Whalen, Chief of Police
Robert O'Conner, NBC
Atty. Kenneth Pocius

CELLULARIWIRELESS COMMUNICATIONS LEASE AGREEMENT (6 35 XC 534 L

This Lease is entered into this ___day of ____, 2001, by and between Sprint Spectrum, L.P., a Delaware limited partnership ("TENANT"), having its principal place of business at Crossroads Corporate Center 1 International Boulevard, Suite 800, Mahwah, NJ 07495, and the Town of Farmington, a Connecticut municipal corporation ("LANDLORD"), having its principal place of business at 1 Monteith Drive, Farmington, CT 06032-1053.

- 1. The Property. LANDLORD is the owner of a certain parcel of real property (the "Property") located at 319-321 New Britain Avenue, Unionville, Connecticut; said property being the same as that known as the Assessor's Parcel No. 1-13-19.
- 2. Premises and Use. LANDLORD leases to TENANT the site described below:
- Equipment shelter space for the location of base station equipment consisting of approximately 375 square feet within the concrete block equipment shelter to be constructed by TENANT on behalf of LANDLORD;
- Tower antenna space between the 167 and 173 foot levels on the 190 foot lattice-style tower (the "Tower") to be constructed by TENANT on behalf of LANDLORD;
- Temporary space, during the construction of the Facility (as defined below), of real property consisting of approximately 27,000 square feet of land;
- Space required for cable runs to connect equipment and antennas, in the location(s) approved by LANDLORD and shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of TENANT, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by TENANT for the purpose of constructing a telecommunications tower, equipment building and related improvements (the "Facility") and for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, cellular/wireless communications equipment on and in the Facility (the "PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), and related fixtures, all as more particularly described on Exhibit B attached hereto. LANDLORD and TENANT hereby agree that the Site, including any nonexclusive easement area (defined herein), will be surveyed before the Commencement Date by a licensed surveyor at the sole cost of TENANT, and such survey shall then supplement Exhibit A, and become a part hereof and shall control to describe the Site and non-exclusive easement area in the event of any discrepancy between such survey and the description of the boundary of the Site contained herein. TENANT will use the Site in a manner which will not unreasonably disturb the occupancy of LANDLORD's other tenants. TENANT will have access to the Site twenty-four (24) hours per day, seven (7) days per week.
- 3. Term. The term of this Agreement (the "Initial Term") is five (5) years, commencing on that date ("Commencement Date") which is the earlier of (a) 30 days after the issuance of a building permit for the Facility and the PCS, or (b) October 1, 2001; provided, however, that if as of October 1, 2001, TENANT has pending governmental permit applications for the Facility and the PCS or a pending appeal of a governmental authority decision relative to the Facility or the PCS, then the Commencement Date shall be extended until that date which is 30 days after such pending applications are favorably decided (with no appeal thereof) and such appeal is favorably decided or favorably resolved. This Agreement will be automatically renewed for three additional terms of five years each, and then one additional term of four years (each, a "Renewal Term"), unless TENANT provides LANDLORD notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.
- 4. Rent. Beginning on the Commencement Date, rent will be paid in equal monthly installments of \$1,060.00 and on the first (1st) day of each calendar month thereafter (until increased as set forth herein), partial months to be pro rated, in advance. The rent due hereunder will be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the rent in effect for the immediately preceding year. Any rent payment not made within fifteen (15) days of its due date shall require a late payment penalty of five percent (5%) of the amount of such payment.
- 5. Title and Quiet Possession. LANDLORD represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that TENANT is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as TENANT is not in default beyond the expiration of any cure period; and (e) that LANDLORD will not have unsupervised access to the TENANT'S antennas, conduits, base station and related equipment at the Facility.

- 6. Assignment/Subletting. TENANT shall not assign or transfer its r under this Agreement or sublet all of the Site without notice to or the written consent of LANDLORD, which consent shall not be unreasor withheld, conditioned or delayed; provided, however, that TENANT assign or transfer its rights under this Agreement to an Affiliate without n to or the prior written consent of LANDLORD if such assignee agrees t bound by the terms and conditions of this Agreement. The following t shall have the following meanings for purposes of this Section of Agreement:
- "Affiliate" shall mean any subsidiary, affiliate or successor legal entity, or party controlling, controlled by, or under common control with TENANT, or party which acquires substantially all of the assets of TENANT.
- 7. Improvements. (a) Within 10 days after the Commencement I TENANT or its independent contractor shall, at TENANT'S expe commence construction of the Facility and the PCS in accordance with plans and specifications attached hereto as Exhibits A and B, which I hereby are approved by LANDLORD. Absent force majeure or interfer from LANDLORD'S other construction projects on the Property, constru of the Facility shall be completed within 80 days of commencement the TENANT shall obtain the written consent of LANDLORD prior to making modifications necessary to accommodate the Facility or the PCS that are shown on Exhibit B, excluding such ordinary replacements and repair TENANT deems necessary from time to time for the operation of the I which consent shall not be unreasonably delayed, withheld or condition TENANT shall have obtained all necessary governmental approvals permits prior to commencing construction. All of TENANT's contractors subcontractors shall be duly licensed in the State of Connecticut. I termination or expiration of this Agreement, TENANT will remove the from the Facility. LANDLORD's representatives may inspect the Site d the course of construction of the Facility, provided such inspection doe interfere with the progress of such construction.
- (b) Notwithstanding anything to the contrary contained in this Agreer upon the completion of construction of the Facility by TENANT'S indeper contractor, including Installation of Landlord's Equipment, subject to a inspection and acceptance by LANDLORD, which inspection shall be within ten (10) days of TENANT'S notice to LANDLORD of completion of work, and the written acknowledgement of the inspection and acceptanthe Facility by TENANT, TENANT shall transfer lien free ownership c Facility (excluding the PCS) to LANDLORD and LANDLORD and TENAN execute the Bill of Sale attached to this Agreement as Exhibit C. unreasonable deficiencies disclosed by LANDLORD'S inspection of Facility shall be promptly corrected by TENANT or TENANT's indepercontractor, as a condition to LANDLORD's acceptance of the Facility wo
- (c) TENANT and LANDLORD will cooperate with each other regardin multiple construction projects on the Property so as to avoid interference each other.
- (d) TENANT shall require a warranty of workmanship and materials TENANT'S independent general contractor for the Facility and manufacturer of the Tower. Such general contractor's warranty commence no earlier than the final completion (as defined in the construction and shall be for at least a period (1) year from that date. Such manufacturer's warranty shall commen earlier than the purchase of the Tower and shall be for at least a period (10) years from such date. Both warranties shall be in writing and shall TENANT'S option, either be given directly to the LANDLORD or be ass to LANDLORD with the written consent of the general contract manufacturer, as the case may be.
- 8. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent vovernight delivery. Notices to SSLP are to be sent to Sprint PCS, Cross Corporate Center, Suite 800, One International Boulevard, Mahwah, NJ 07495, Attention: Lease Management, with a copy to Sprint Law Depart 6391 Sprint Parkway, Mailstop KSOPHT0101Z2020, Overland Park, Kar 66251-2020, Attention: Sprint PCS Real Estate Attorney. Notices to Ow must be sent to the address shown underneath Owner's signature.
- 9. Compliance with Laws. TENANT will substantially comply w applicable laws relating to its possession and use of the Site and const of the Facility. TENANT will use diligent efforts to obtain all necessary p and approvals to install the Facility and the PCS. As used herein, th "diligent efforts" shall not require TENANT appeal any denial of a pe approval application.
- 10. Interference. TENANT will resolve technical interference problem other equipment located on the Property on the Commencement Date

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

- 11. Utilities. TENANT will pay for all utilities used by it at the Site. LANDLORD will cooperate with TENANT in TENANT's efforts to obtain utilities from any location provided by LANDLORD or the servicing utility, including signing any easement required by the utility company.
- 12. Taxes. As the Site is town-owned property, no property taxes are paid thereon. If, however, LANDLORD places an assessed value on the TENANT's antennas, conduits, base station equipment and related equipment at the Facility, TENANT will pay any such reasonable tax assessment to LANDLORD.
- 13. Termination. TENANT may terminate this Agreement at any time by notice to LANDLORD without further liability (a) if TENANT, after using diligent efforts, does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or (b) if any such approval is canceled, or is withdrawn or terminated, beyond TENANT's reasonable control, or (c) if LANDLORD fails to have proper ownership of the Site or authority to enter into this Agreement, or (d) if TENANT, for any other reason, in its sole discretion, elects to terminate this Agreement., provided that the TENANT is not then in material default under this Agreement. Upon termination, all prepaid rent will be retained by LANDLORD unless such termination is due to LANDLORD's failure of proper ownership or authority, or such termination is a result of LANDLORD's default. Notwithstanding anything in this Agreement to the contrary, TENANT shall not terminate this Agreement pursuant to clause (d), above, for the period after the Commencement Date through the expiration of the Initial Term. Notwithstanding anything in this Agreement to the contrary, TENANT shall not terminate this Agreement pursuant to clause (d), above, during any Renewal Term unless TENANT gives LANDLORD six (6) months' prior written notice of such termination or unless TENANT pays LANDLORD a termination fee equal to six (6) times the then applicable monthly rent hereunder.
- 14. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money after completion of the construction of the Facility, or (c) 15 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money before completion of the construction of the Facility, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within the applicable cure period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such applicable cure period and proceeds with due diligence to fully cure the default.
- 15. Indemnity and Insurance. (a) TENANT will indemnify LANDLORD against and hold LANDLORD harmless from any and all claims, damages, losses, costs, penalties, expenses and compensation arising out of injuries and damages sustained by or alleged to have been sustained by, any person or persons or any property, real or personal, which is or is alleged to be occasioned in whole or in part by the acts or omissions of TENANT, or TENANT's agents, employees or independent contractors. The TENANT shall, at all times, indemnify and save harmless the LANDLORD and LANDLORD's employees, officers, and agents against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the LANDLORD, and shall defend, indemnify and save harmless the LANDLORD from any and all claims, demands, suits, actions or proceedings of any kind or whomsoever in any way resulting from or arising out of operations in connection herewith, including operations of

- TENANT's agents, employees or independent contractors. LANDLORD indemnify TENANT inst and hold TENANT harmless from any and claims, damages, it is, costs, penalties, expenses and compensal arising out of injuries and damages sustained by or alleged to have be sustained by, any person or persons or any property, real or personal, which is or is alleged to be occasioned in whole or in part by the negligen intentional acts or omissions of LANDLORD, or LANDLORD's age employees or independent contractors.
- (b) TENANT will procure and maintain a public liability policy, with a certific of insurance to be furnished to LANDLORD within 30 days of written requ Insurance shall be written for the greater of any limits of liability required law or the following: (A) Worker's Compensation, statutory limits, Employers Liability, \$100,000/\$500,000/\$100,000; (B) Commercial Ger Liability including bodily and personal liability and property damage \$1,000,000 per occurrence, \$2,000,000 in annual aggregate, inclu products and completed operation hazard; (C) Comprehensive Auto Lia including coverage of owned, non-owned and rented vehicles at \$1,000 per occurrence, (D) Excess Liability at \$1,000,000 and (E) Builder's F TENANT agrees (i) to obtain such insurance policy from an insura company licensed to write such insurance in the State of Connecticut, an that such policy will name LANDLORD as an additional insured. TEN shall not cause policies to be canceled or permit them to lapse. All insura policies shall include a clause to the effect that the policy shall not be sui to cancellation or a reduction in the required limits of liability, or amount Insurance until notice has been sent, by registered mail, to LANDL(stating when not less than 15 days thereafter, such cancellation or reduc shall be effective. All certificates of insurance shall contain true transc from the policy authenticated by the proper officer of the insurer evidencing particular those insured, the extent of the insurance, the expiration date, the above mentioned notice of cancellation clause. Equal insurance sha provided by any and all of TENANT's contractors, regardless of the value the work, unless otherwise modified in writing by LANDLORD. All insura specified in the Agreement shall be provided by the TENANT and TENANT's contractors at no additional expense to the LANDLORD. I party hereby waives its right of recovery against the other for any los damage covered by any insurance policies maintained by the waiving p Each party will cause each insurance policy obtained by it to provide that insurance company waives all rights of recovery against the other par connection with any damage covered by such policy.
- (c) The TENANT shall require its contractors to obtain policies of si insurance before each commences work. The TENANT shall furnish LANDLORD with Certificates of Insurance for all policies held by TENA contractors in conjunction with the construction. All contractors' Certificat Insurance shall list the LANDLORD as an additional insured.
- (d) Prior to the commencement of construction of the Facility, TENANT provide LANDLORD with performance, labor and materials bonds issue an insurance or surety company in favor of LANDLORD in the amount c estimated cost of construction of the Facility and in form and substreasonably satisfactory to the LANDLORD.
- 16. Hazardous Substances. LANDLORD hereby indemnifies TENANT holds TENANT harmless from any and all costs (including reaso attorneys' fees) and claims of liability or loss which arise out of the pres of any substance, chemical or waste, oil or hazardous material (collect "Hazardous Substance") that is identified as hazardous, toxic or dangerous any applicable federal, state or local law or regulation on or migrating fro Site or any adjacent real estate owned by the LANDLORD (collec "Premises") at any time, other than those Hazardous Substances which first released by TENANT upon the Premises. TENANT will not introdu use any Hazardous Substance on the Site in violation of any applicable TENANT will assess and remediate (if necessary) in compliance w applicable laws and hereby indemnifies LANDLORD and holds LANDI harmless from any and all costs (including reasonable attorneys' fees claims of liability or loss which arise out of the release of any Haza Substance by TENANT upon the Premises. Upon obtaining knowledge release or threat of release of any Hazardous Substance on the Prer TENANT and the LANDLORD shall each have the right to notify the appl regulatory authorities thereof without the prior consent of the other part with simultaneous notice to the other party) and to provide reasonable ε to the Site to the employees, agents, and contractors of such agencies a other persons conducting response actions in accordance with applicab The foregoing indemnifications shall survive any termination of this Agre and shall be in addition to any other rights which LANDLORD or TENAN have under applicable law.
- 17. Maintenance. LANDLORD will be responsible for repairing maintaining the Facility (excluding the TENANT'S PCS equipment there a proper operating and reasonably safe condition; provided, however such repair or maintenance is required due to the acts of TENANT, its

or employees, TENANT shall reimburse LANDLORD for the reasonable costs incurred by LANDLORD to restore the damager has to the condition which existed immediately prior thereto. LANDLOR. Ill maintain and repair in proper operating and reasonably safe condition those other portions of the Property used in conjunction with the access to or operation of the Site, or affecting such access or operation. TENANT will be responsible for repairing and maintaining the PCS in reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of LANDLORD, its agents or employees, LANDLORD shall reimburse TENANT for the reasonable costs incurred by TENANT to restore the PCS to the condition which existed immediately prior thereto.

- 18. Landlord's Equipment. (a) TENANT shall install certain of the LANDLORD'S radio equipment more particularly described in Exhibit E attached hereto (hereinafter referred to as the "LANDLORD's Equipment") on the Facility at TENANT's sole cost and expense, provided the LANDLORD's Equipment Is purchased and delivered to the Site at LANDLORD's sole cost prior to commencement of Tower construction. LANDLORD agrees to hold TENANT free and harmless from any damage to the LANDLORD's Equipment resulting from said installation, provided TENANT exercises reasonable care in executing same. In no event shall the LANDLORD's Equipment interfere with the installation and operation of TENANT's antennas at the 170 foot centerline level of the Tower.
- (b) LANDLORD shall be responsible for all costs associated with the operation, maintenance and repair of the LANDLORD's Equipment. LANDLORD will have a meter installed on the Site for LANDLORD's utility use, and the cost of such meter and of the installation, maintenance and repair thereof shall be paid for by LANDLORD. All utility costs attributable to the LANDLORD's Equipment shall be paid by LANDLORD.
- (c) LANDLORD shall not permit the use of the LANDLORD's Equipment to limit, impair or restrict the use or operations of the PCS by TENANT, nor shall LANDLORD permit the use of the LANDLORD's Equipment to cause any destructive or conflicting interference with the PCS. If any harmful interference with the PCS results from the operation of LANDLORD's Equipment, then LANDLORD shall immediately cause any and all operation of the LANDLORD's Equipment to cease until LANDLORD has eliminated such interference.
- 19. Miscellaneous. (a) This Agreement applies to and binds the heirs. successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of Connecticut; (c) If requested by TENANT, LANDLORD agrees promptly to execute and deliver to TENANT a recordable Memorandum of Agreement in the form of Exhibit D; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- 20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B, C & D.

21. Siting Council Disclosure. LANDLORD acknowledges that pursuant to Connecticut General Statutes Chapter 277A, §16-50g (et. seq.) and the regulations promulgated thereunder, the Connecticut Siting Council (the "Council") has jurisdiction regarding the location of certain telecommunications facilities.

ton, a Connecticut municipal corporation
By: Town of Famingran
Name: (http://www./ ragem
Its: Town Maine Gen
Address: 1 Monteith Drive, Farmington, CT 06032-1053
Address: 1 Monteith Drive, Farmington, CT 06032-1053 Date: (/-)
1 - 01 - 1
TENANT:
Sprint Spectrum L.P., a Delaware limited partnership
-1/1/

Name: Michael W. Loucy
Its: Director of Site Development – Northeast Region
Address: 1 International Boulevard, Suite 800,
Mailstop: NJMAHA0101, Mahwah, NJ 07495

By: Willand M

LANDLORD:

Date: 5/18/01

EXHIBIT A

Site situated in the Town of Farmington, County of Hartford, State of Conne	ecticut, known commonly as 319-321 New Pritain Acce
commonly described as follows:	ousse, monit sommonly as sto-set frew Britain Avenue
commonly described as follows:	

Legal Description:

A PORTION OF THE PREMISES DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN THE FARMINGTON LAND RECORDS OFFICE IN VOLUME 571 AT PAGE 159.

Sketch of Site:

SEE PLAN/DRAWING L-1 ATTACHED HERETO AND INCORPORATED HEREIN.

LANDLORD Initials___

TENANT Initials

Note: LANDLORD and TENANT may, at TENANT's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

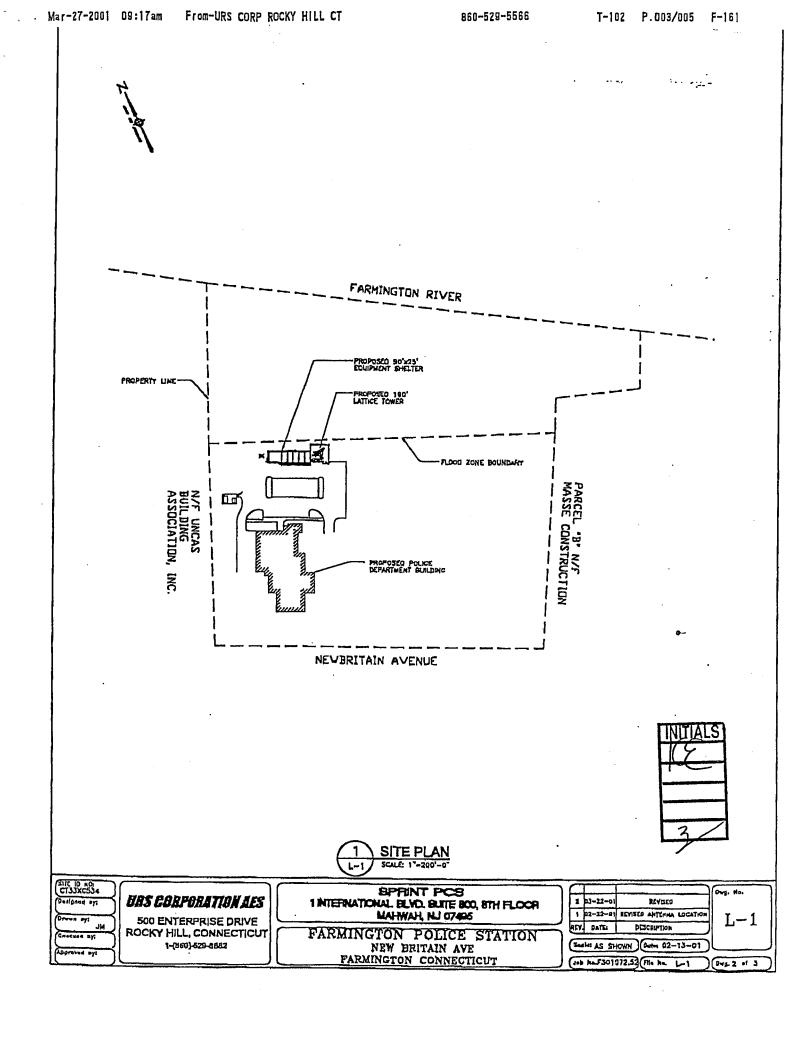


EXHIBIT B

[attach Facility specifications]

SEE PLANS/DRAWINGS L-2 AND L-3 ATTACHED HERETO AND INCORPORATED HEREIN.

LANDLORD Initials _______

عيوم معد 35'-0" - Price Cent of the chair Link (exce y/ 3 straid Bareld wre EXPUST FAN (TIP.) PLOCO PROTECTION TOR HVAC UMT (TYP.) CALLY, FENCE POST (TYP.) ECHC FOLKBATION (TTP.) PROPOSED IN HICH LATTICE YOURS AL NUS. ATAT ROCK 17 x25' COMPOUND TREATMENT **(19)** TOTAL CHECKENS COUNC DOOR DONG FILLED BOLLAND (THP.) PROPOSED CONCRETE MAX IS ACE YOUR ONE - בסארך עודדם פבדדעם HOLLOW RELY DOOR THO LYTHE - CONTINC CHARTE ICE BROOK (THP.) \odot WINE LOWER (TIP.) PPOPORED CAR PORT PARTIAL SITE AND EQUIPMENT FLOOR PLAN SITE 10 NO: CT33XC534 SPRINT PCB **URS CORPORATION AES**

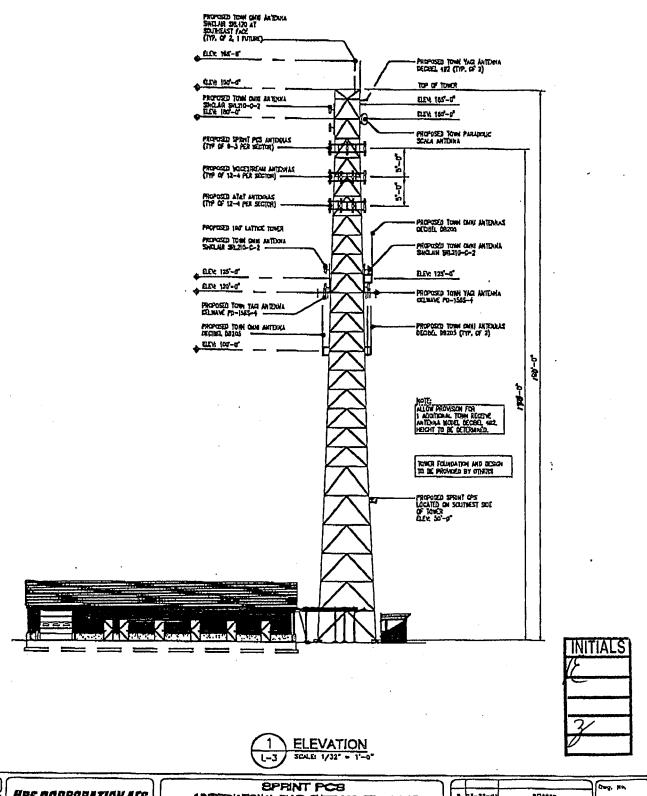
Ordan DA RRH Approved by

500 ENTERPRISE DRIVE ROCKY HILL, CONNECTICUT 1-(860)-529-8862

1 INTERNATIONAL BLVD, SUITE 800, 8TH FLOCR MAHWAH NJ 07405

FARMINGTON POLICE DEPARTMENT NEW BRITAIN AVE FARMINGTON, CONNECTICUT

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1 D2-22-01 REVISED ANTENNA LOCATION		7 2	
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(34)	1-1 A5 5H	OWN (02-13-01)	
(heb	NF301	172.52 FRE No. L-1	D+g, Z =1 3



Chedued by:

BRS CORPORATION AES

500 ENTERPRISE DRIVE ROCKY HILL, CONNECTIOUT 1-(860)-522-8882 SPRINT PCS 1 INTERNATIONAL BLVD. SUITE 800, 8TH FLOCR MAHWAH, NJ 074905

FARMINGTON POLICE DEPARTMENT
NEW BRITAIN AVE
FARMINGTON, CONNECTICUT

2	03-22-01	PEYITED
•	02-22-01	REVISED ANTENNA LOCATION
E,	DATE	PESCRIPTION

10 - App. -

L-3

Stoles AS SHOWN Durk 02-13-01

Jab HaF301972.52 File Na. L-2

DHP 3 41 3

EXHIBIT E

Landlord's Equipment

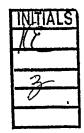
SEE EQUIPMENT LIST ATTACHED HERETO AND INCORPORATED HEREIN.

LANDLORD Initials _______

#50166299 v\9 - laisjw n - 8kb091.doc t - 80563/1667

EXHIBIT E

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	F/	RMINGTON	POLICE DEPARTMENT				ļ	
	4 11776	NINA S EDEC	UENCIES NEW PD TOWER				 	
	ANIC	NIA G FRES	OLACILO NEW 1 D TOWER	,				
		2/19/01						
		<u></u>		Dana 01-11	1 amounts	Ana Walaha	Amt Direction	Cable Dis.
ntenna	Qty	Frequency	Description	Base Station	Length	Ant. Holght	Ant. Direction	Cable Dia.
SPR950	1	955,35	960 Link to Ch 61, Parabolic	Micro Wave	4 feet	180 feet	South East	11/4 Inch
0 1455	<u> </u>							
DF7220	1	855,2375	Main Backup, Omni 7.5dB	Main Station	8.7 feet	190 feet	South East	7/8 Inch
		866.775	Detective	Main Station	ļ			
				14.1 00 1	0.74	400 5-4	Courth Coat	7/0/>
DF7220	1	866,35	Future Trunked	Main Station	8.7 faat	190 feet	South East	7/8 Inch
	<u> </u>	867.9375	Future Trunked	Main Station				
	 	869,6625	Future Trunked	Main Station	 	 		-
DF6431	1	808.1625	RAFS, Yagi	Control Station	18 inches	185 feet	East	1/2 Inch
WF6431	 '	807.9125	RAFS	Centrol Station	10 111011-0	1,3,5,5,5,		1,
		007.0120						
DF6431	1	821.0125	ITAC, Yagi	Control Station	18 Inches	185 feet · · -	East	1/2 inch
	 	821.5125	ITAC	Control Station:	•	, ,=,	1	
	1	823.0125	ITAC	Control Station:			<u> </u>	<u> </u>
					1	p=		7/01-1
IDD7260	1	154.19	Famington FD, Omni 6.5dB	Main Station	10 feet	180 feet	South East	7/8 Inch
	 			Main Sinting	10 feet	125 feet	East	1/2 Inch
TDD7260	1 -	154,265	Inter City, Omni	Main Station Main Station	110 1881		· Engr	1/2 11011
	 	153.74	MICE O PHIO BOILD	Main Station .		1.4		
		153,935	Area 3 Emerency Fire Ground	Main Station	'			
		155.34	Life Glock	THAT CAME	 	; 		
TDD7260	1	155.325	AMR Ambulance, Omni	Main Station	· 10 feet	125 feet	North West	1/2 Inch
IDDIAGO	┽╌┈	130.323				1		
TDD6870	1	159.42	Farmington FD, Yagi	Control Station			Sout East	1/2 Inch
TDD6870		154.01	Burlington FD, Yagi	Control Station	39 Inches	120 faet	North West	1/2 Inch
					1			
TDB6400	1	33.94	Harford County Fire, Omni	Main Station	18 feet	100 feet ·	East	1/2 Inch
		33.5	Mutual Ald	Main Station	-	.}		
	 			Maria Otaliaa	: 18 feet	100 feet	North West	1/2 inch
TDB6400	1	33.04	Disaster Coordination, Omni -	Main Station	10 1601	100 1001		1141111
TDDAACA	-	4E 90	State Police Hotline, Omni	Main Station	18 feet	: 100 feet	South East	1/2 Inch
TDB6400	+1-	45.86	Codes Louised Local for China	Laterit Anthol)	7	1100 1201	.	1
TDB6400	1	48.52	Public Works :	Main Station			· · South East	1/2 Inch
PEGANO	' '	48.58	Public Works	Main Station .		: : : : : : : : : : : : : : : : : : : :		
	- -	174,50		1		.:	•	
	_	1	Tower installed with one side					
			In order to have two tower leg	s for installion of	antennas	n the		
			direction of the mountain. Ski	e arm brackets v	viji be used	for		
			all antennas except control st	auons. They will	pe maunte	o, to the	<u></u>	



Notice of Lease Agreement

Such Agreement provides in part that Landlord leases to of Farmington, County of Hartford, State of Connecticut, within with grant of easement for unrestricted, non-exclusive rig years commencing on	into by written Cellular/Wireless Communications Lease Agreement dated a, a Connecticut Municipal Corporation ("Landlord") and Sprint Spectrum is and conditions of which are incorporated herein by reference. Tenant a certain site ("Site") located at 319-321 New Britain Avenue, Town the property of Landlord which is described in Exhibit A attached hereto, this of access thereto and to electric and telephone facilities for a term of five ich term is subject to three additional five year extension periods and then opy of the Agreement is on file at the Town Manager's Office, Town of 06032-1053.
IN WITNESS WHEREOF, the parties have executed this	Notice as of the day and year first above written.
LANDLORD	TENANT
Town of Farmington, a Connecticut municipal corporation By: Tun of Formacton Name: Lanton agen Title: Tun Manache	- 1 de la commune minica parmersnip
Address: 1 Monteith Drive, Farmington, CT 06032-1053	Address: Crossroads Corporate Center, Suite 800 1 International Boulevard Mailstop: NJMAHA0101 Mahwah, NJ 07495
Signed, sealed and delivered in the presence of:	Signed, sealed and delivered in the presence of:
Owner Witnesses: Sign: JATES Print: JEFFREYS ATES Sign: ann Reolu Print: ANN REOHR	Witnesses: Sprint Spectrum L.P. Sign: Madplie Social Print: C'AFRISTOPHER PESCATORE Sign: L. Wayne Medling Print: J. Wayne Medling
	• • • • • • • • • • • • • • • • • • • •

STATE OF CONNECTICUT) COUNTY OF HARTFORD)	ss. For	mengton		• • • • • • • • • • • • • • • • • • •	ter Aggle
Before me, the undersigned, this to me to be the Town Manual he/she as such officer, signer and free act and deed as such officer, a	i sealei oi tile t	oregoing instrument,	acknowledged the	execution of the	w Egge _{tt} , knowr corporation, and tha c same to be his/he
In Witness Whereof, I hereunto set	t my hand.			•	
		Commissioner of the Notary Public. My Commission Exp	Superior Court		
STATE OF NEW JERSEY) COUNTY OF BERGEN)	ss. MA	hush			
Before me, the undersigned, this me to be the Director, Site Developed in such capacity, and as signer free act and deed in such capacity.	pment – Northe and sealer of t	ast Region of Sprint he foregoing instrum	Spectrum L.P., a De ent, acknowledged	elaware limited r	W. Loucy, known to partnership, and tha f the same to be hi
In Witness Whereof, I hereunto sel	t my hand.	Odea	- FEA	auminum,	:
		Commissioner of the Notary Public My Commission Exp		NOTAGE	

FIRST AMENDMENT TO LEASE AGREEMENT

This Amendment made as of the 14 day of December 2001, by and between Sprint Spectrum, L.P., a Delaware partnership ("Tenant"), and the Town of Farmington, a Connecticut municipal corporation ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord entered into a certain Cellular/Wireless Communications Lease Agreement last dated May 18, 2001 ("Agreement");

WHEREAS, in response to Town approvals, the Tenant has agreed to provide a monopole-style tower, in lieu of the lattice-style tower referenced in the Agreement; and

WHEREAS, the parties wish to so amend the Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

- 1. Paragraph 2 of the Agreement is amended by deleting the second bullet thereunder and substituting the following in its place:
 - Tower antenna space between the 167 and 173 foot levels on the 190 foot monopole-style tower (the "Tower") to be constructed by TENANT on behalf of LANDLORD;
- 2. The Plans and Drawings attached to the Agreement as <u>Exhibit B</u> is hereby deleted in its entirety, and the Project Description attached hereto and made a part hereof, as initialed by the parties, is hereby substituted in its place as "<u>Exhibit B</u>". All references to <u>Exhibit B</u> in the Agreement shall be deemed to be <u>Exhibit B</u> as herein amended.

The Agreement in all other respects is hereby ratified and confirmed.

The parties have executed this Agreement as of the date and year first above written.

LANDLORD

TOWN OF FARMINGTON

Kathleen A. Eagen

<u>Eagen</u> 12/14/01

Its Town Manager

TENANT

SPRINT SPECTRUM, L.P.

MICHAEL W. LOUCY DRECTOR-SITE DEVELOPMENT

NORTHEAST REGION



Sprint PCS

SITE I.D.# CT33XC534

FARMINGTON POLICE DEPT.

NEW BRITAIN AVE FARMINGTON, CONNECTICUT

PROJECT DESCRIPTION

PROPOSED INSTALLATION OF A WIRELESS TELECOMMUNICATIONS FACILITY TO CONSIST OF A 190' MONOPOLE AND EQUIPMENT BUILDING.

PROJECT DATE 12-13-01

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	SH	EET INDEX	
T-1	TITLE SHEET		
L-1	SITE PLAN		
L-2	PARTIAL SITE AND EQUIPMENT FLOOR PLAN		
L-3	ELEVATION		
	PROJEC	T INFORMATION	
SITE NAI	ME:	FARMINGTON POLICE DEPARTMENT	
SITE ADI	ORESS:	NEW BRITAIN AVE FARMINGTON CONNECTICUT	
PROPERT	Y OWNER:	TOWN OF FARMINGTON	
CONTACT	「NAME:	JEFFREY OLLENDORF 860-675-2325	
CONSTRU	OCTION MANAGER:	JEFF YORK 45 SOUTH MAIN STREET WEST HARTFORD, CONNECTICUT 06107 (860) 232-3125	
A/E FIRM	A:	URS GREINER WOODWARD CLYDE INC. 500 ENTERPRISE DRIVE ROCKY HILL. CONNECTICUT (860) 529-8882	
A/E CON	ITACT PERSON:	ALITZ ABADJIAN URS GREINER WOODWARD CLYDE INC. 795 BROOK STREET, BUILDING 5 ROCKY HILL. CONNECTICUT (860) 529-8882	

12/14/ci

URS CORPORATION AES

795 BROOK STREET, BLDG 5 ROCKY HILL, CONNECTICUT 1-(860)-529-8882

SPRINT PC8 1 INTERNATIONAL BLVD. SUITE 800, 8TH FLOOR MAHWAH, NJ 07495

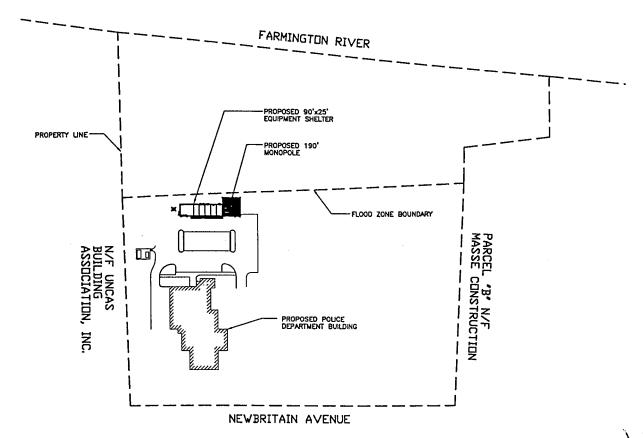
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A/E PROJECT NO .:

FARMINGTON POLICE DEPARTMENT NEW BRITAIN AVE FARMINGTON CONNECTICUT

<u> </u>	10-25-01	REVISED ANTENNA	LOCATIONS	Dwg. No.
2	03-22-01	REVISED		
T	02-22-01	REVISED ANTENNA	LOCATION	T-1
REV.	DATE:	DESCRIPTION		1-1
\subseteq		OWN)(Date: 02-	13-01	









SITE PLAN SCALE: 1"=200'-0"

SITE ID NO: CT33XC534

URS CORPORATION AES

795 BROOK STREET, BLDG 5 ROCKY HILL, CONNECTICUT 1-(860)-529-8882

SPRENT PCS 1 INTERNATIONAL BLVD, SUITE 800, 8TH FLOOR MAHWAH, NJ 07495

FARMINGTON POLICE DEPARTMENT NEW BRITAIN AVE FARMINGTON CONNECTICUT

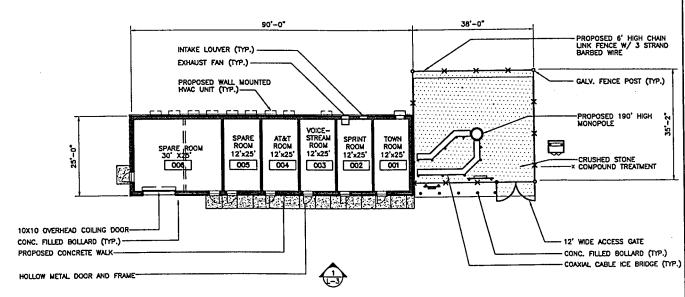
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ĺ	2	03-22-01	REVISED	۱
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'	REY	DATE:	DESCRIPTION	I

L-1

Scale: AS SHOWN Date: 02-13-01 (Job No.F301972.52) File No. L-1

Dwg. 2 of 4





(2/14/c)

1 PARTIAL SITE AND EQUIPMENT BUILDING FLOOR PLAN
L-2 SCALE: 1*=30'-0"

SITE ID NO: CT33XC534 Designed by: Orawn by: RRH Checked by:

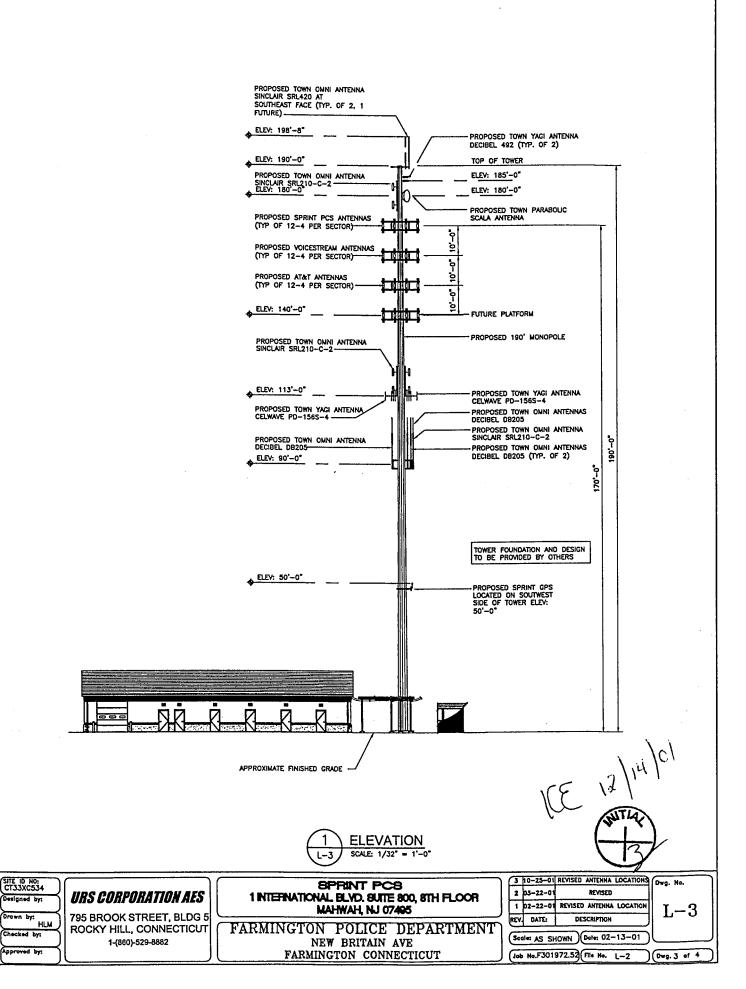
URS CORPORATION AES

795 BROOK STREET, BLDG 5 ROCKY HILL, CONNECTICUT 1-(860)-529-8882

SPRINT PCS 1 INTERNATIONAL BLVD. SUITE 800, 8TH FLOOR MAHWAH, NJ 07495

FARMINGTON POLICE DEPARTMENT
NEW BRITAIN AVE
FARMINGTON CONNECTICUT

(3	10-25-01	REVISED ANTENNA LOCATIONS	Dwg. No.
_	03-22-01	REVISED	
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REV.	DATE:	DESCRIPTION	L−2.
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1234667 TOUN PLAN TOR TPIC USE Parmington, connecticut ZHUHBER Z-1 Montaich Drive, Fermington, CT 06032-1053 Rec. Nbr. 150serent Rec. Ame. TYPE OF APPLICATION X Amendment to Regulations Change of Zone X Site Fien Approval Modification X Special Fermit Removal or Deposit of Earth Products Walver 675-2350 654-0703 Name of applicant Town of Farmington/Spring Spectrum, LF Phone Mailing address 1 Monteith Dr., Farmington, CT / 1 International Blyd. Mehwah, NJ 2. Name of owner ____ Town of Farmington Mairing address 1 Monteith Drive, Farmington, CT 06032 Acres Property address 319-321 New Britain Avenue ACTORSE . Assessor's lot number 1-8 Zoning: Present CR Proposed CR 6. Is parcel within 500 feet of municipal boundary? Yes ____ No X 7. Description of request Erection of communications tower up to 200 feet accordance with Article IV Sec. 23 of the zoning regulations as revised. 8. Please indicate adjoining property owners and location, as follows: (Attach separate sheet if necessary.) Boundad Northerly by: Farmington River Esserty by: Jones Descriction Masse - 740 Harris Rd., Avon CM 06001 06034
Dorothy Bauer 340 New Britain Ave., Unionville, CT 06085
Southerly by: Black and Warner P.O. Box 121, Unionville, CT 06085
Mancini Bros. Inc. 19 Shadow Lang. West Harrford, CT 06110
Westerly by: Uncas Building Assoc. Inc. - P.O. Box 32 Unionville, CT 06085 9. All information submitted with this application is true and accurate to the best of my knowledge. The applicant understands that this application is to be considered complete only when all information and documents required by the Commission have been submitted. Bignacure of Ferences att Date January 5, 2001 (Hust be owner or holder of option purchase or egent thereof) PLEASE READ THE VOLLOVING!

- Applications for changes of some and special permits require motification of the public hearing by Critical Mail by the applicant to all property owners within 200 feet of any boundary of the subject property no later than 10 days prior to such hearing. Reneipts for such Cartified Mail shall be provided to the Planning Department prior to the public hearing.
- B. Applications for changes of sone and special permits require the posting of a sign on the subject property again redeve prior to the scheduled public hearing. A \$25.00 deposit is required for such signs, refundable upon return of the sign.

 C. Maps and Planes This application must be accompanied by at least 8 copies of plane 201 x 301 in Sise. A character of date to be included on plane is evallable.
- Filing Feer The filing fee must be paid to the Parmington Tax Collector before acceptance of application by the Town Planner (see Fee Schedule available from Planning Office)
- Sever connection charges in relation to site plans should be checked with the Town Engineer's Office.

THE TOWN OF FARMINGTON INCORPORATED 1845

TOWN HALL I MONTENTH DAIVE

FARMINGTON, CONNECTIFUI D 132-1069

INFORMATION (860) 675-2300 FAX (550) 675-7140 "TOWN TALK" (860) 675-2301

July 27, 2001

Kathleen Eagen, Town Manager Town of Farmington I Monteith Drive Farmington, CT. 06032

Re.: Town/Sprint Communications Tower, 319 - 321 New Britain Avenue

Dear Ms. Eagen,

At a meeting of the Town Plan and Zoning Commission held on July 23, 2001, it was unanimously voted to grant special permit and site plan approval for erection of a monopole communications tower up to 200' in height and installation of gazeho for property located at 319 - 321 New Britain Avenue, CR/R30 zone, with the condition that the tower will be dismantled when it is no longer actively used or other means of transmitting the communications from this facility become technically possible.

Special permits must be recorded on the land records. The certificate for such filing will be available in the Planning Department on Wonday, August 13, 2001, which is the first business day following the expiration of the appeal period:

If you have any questions, please contact the Planning Department at 675-2325.

Yery truly yours,

Ifmald L. Banta (BL.)
Donald L. Banta, Secretary

Town Plan and Zoning Commission

DLB:61



DOC4266 845 ANTIOWN CLERK

CERTIFICATE OF SPECIAL PERMIT GRANTED BY THE FARMINGTON PLAN AND ZONING COMMISSION PURSUANT TO PUBLIC ACT 75-317

At a meeting held on July 23, 2001 the Town Plan and Zoning Commission of the Town of Farmington voted to approve the following special permit:

1. Application Number:

2-0125

2. Owner(s) of Record:

Town of Farmington

3. Applicant(s):

Town of Farmington & Sprint Spectrum LP

a. Description of Premises:

319 - 321 New Britain Avenue

5. The provision of the special permit, including the specific section of the Farmington Zuning Regulations, is as follows:

Special permit for erection of communications tower up to 200' in height and installation of gazebo in CR zone, under Article IV, Special Regulations, Section 23, Commercial Wireless Telecommunications Sites, and per conditions on file with the Planning Department, and also Article II, Use Regulations, Section 13, CR zone.

FARMINGTON TOWN PLAN AND ZONING COMMISSION

By _____ For son (B.L.).



THOMAS J. REGAN ATTORNEY AT LAW

Direct Dial: 860.509.6522 E-Mail: tregan@brfg.com

http://www.brownrudnick.com

VIA HAND DELIVERY

February 5, 2002

Mortimer A. Gelston, Chairman Connecticut Siting Council 10 Franklin Square New Britain, CT 06051

> RE: TS-SPRINT-052-020118



Dear Chairman Gelston:

I enclose herewith for filing an original and twenty (20) copies of my letter of February 4, 2002, with exhibits attached in connection with the above-referenced matter.

If you have any further questions, do not hesitate to contact the undersigned directly.

Very truly yours,

BROWN RUDNICK FREED & GESMER, P.C.

TJR/bh Enclosures

cc/encl:

Michael Whalen, Farmington Chief of Police Mr. Thomas Kincaid, Sprint Spectrum, L.P.

A Partnership of

Professional Corporations

CITYPLACE I

185 ASYLUM STREET

HARTFORD, CONNECTICUT 06103-3402

860-509-6500

Fax: 860-509-6501

Boston / Providence / London / Belgium





State of Connecticut Department of Economic and Community Development

June 20, 2001

Mr. Joel M. Rinebold Executive Director Connecticut Siting Council Ten Franklin Square New Britain, CT 06051

Dear Mr. Rinebold,

I would like to take this opportunity to express my personal gratitude to you for not only your accessibility, but also the time you have allow me to discuss the various issues relative to the pending communication tower siting in Farmington. Your comments and in-depth knowledge on the general subject manner has been greatly appreciated.

Enclosed is a series of photographs supplied by Sprint PCS (the joint applicant), illustrating what they felt was "minimal visual impact" to the surrounding residential area of Farmington. Sprint superimposed a computer generated, scaled tower onto several photographs that were taken from various locations within a two mile radius of the proposed municipal site and included the illustrations in their presentation to the Town Planning & Zoning. The photos alone clearly define the basis for the neighborhood association's opposition. Unfortunate, the P&Z have not allowed our voices to be heard at the two public hearings held to date. A third hearing has been scheduled for July 9th.

Please include the enclosed photos in the file you have on record, generated from my earlier correspondence to you dated May 30^{th} .

Thank you again for your time and conviction to hold true to the Siting Council's mission and the Council's unified effort to preserve Connecticut's environment, ecology and the preservation of the scenic, historic and recreational values that make up Connecticut's landscape.

Very truly yours,

Robert J. Rigney

Director of Business Recruitment

Enclosure



1: 30 PM (TENTATIVE) PROPOSED 6 77 6 7 NEXT HEARING 300



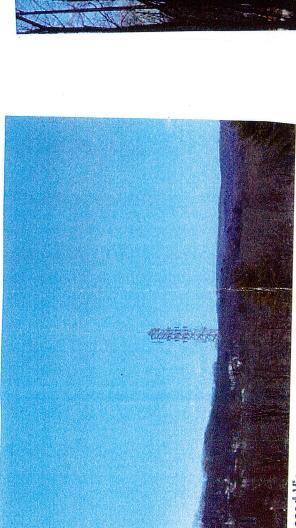
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Proposed View

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FROM HIGH SCHOOL WASHINGTON Proposed View

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Proposed View F ROS

RICHWOOD 433/graphics/figu



STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

Ten Franklin Square New Britain, Connecticut 06051 Phone: (860) 827-2935 Fax: (860) 827-2950

June 26, 2001

Robert J. Rigney
State of Connecticut
Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

RE: Telecommunications Facility located in Farmington, Connecticut.

Dear Mr. Rigney:

Thank you for your additional correspondence dated June 20, 2001.

Although the Connecticut Siting Council (Council) has not received an application for this project, we will retain and file your letter in the record as a written statement under the appropriate docket, if an application is made.

Thank you for your interest and concern in this very important matter.

Yours very truly,

Joel M. Rinebold
Executive Director

JRM/laf





State of Connecticut Department of Economic and Community Development

June 20, 2001

Mr. Joel M. Rinebold Executive Director Connecticut Siting Council Ten Franklin Square New Britain, CT 06051

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Very truly yours,

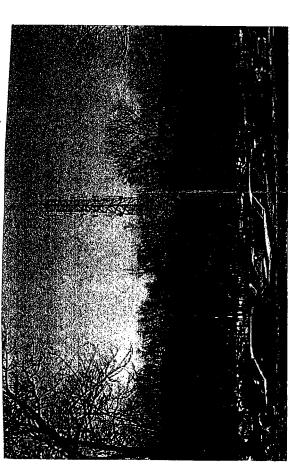
Robert J. Rigney

Director of Business Recruitment

Enclosure



TOWER, JUNE 19, 2001 (TENTATIVE) 7:30 PM PA OPOSED NEXT HEARING TOWN HA

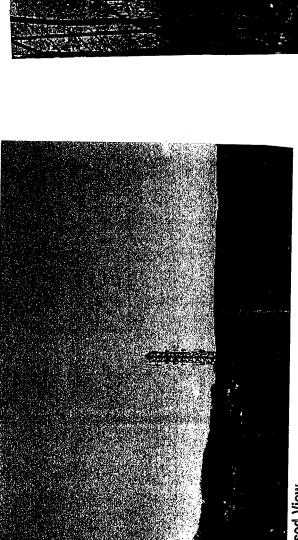


Proposed View FROM RESTAURINGTONS

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Proposed View





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Proposed View FROM H/G

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Proposed View # 16 Hwoad Assignmentiques



STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

Ten Franklin Square New Britain, Connecticut 06051 Phone: (860) 827-2935 Fax: (860) 827-2950

June 8, 2001

Robert J. Rigney 109 Oakridge Farmington, CT 06085

RE:

Telecommunications Facility located in Farmington, Connecticut.

Dear Mr. Rigney:

Thank you for your correspondence dated May 30, 2001.

Although the Connecticut Siting Council (Council) has not received an application for this project, we will retain and file your letter in the record as a written statement under the appropriate docket, if an application is made. Before making any final decision on an application, the Council must hold a public hearing and carefully consider all the facts of the record. The record is developed by the Council; the applicant, parties, and intervenors in the proceeding; and members of the public who speak at the hearing or submit written statements to the Council.

An application and approval by the Council will be necessary before a facility under the Council's jurisdiction can be built. However, the telecommunications tower you reference may be a tower under the jurisdiction of local regulators as a "municipal" facility. If indeed this is a "municipal" facility, the Council would not have jurisdiction.

The Council is guided by its jurisdiction under Connecticut State Law and endeavors to hold all proceedings fairly and open to the public. I will be in contact with the Town of Farmington to clarify the municipal status of this facility.

Thank you for your interest and concern in this very important matter.

Yours very truly,

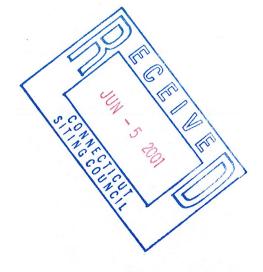
Joel M. Rinebold
Executive Director

JMR/laf



Mr. Joel M. Rinebold Executive Director Connecticut Siting Council Ten Franklin Square New Britain, CT 06051

Dear Mr. Rinebold,



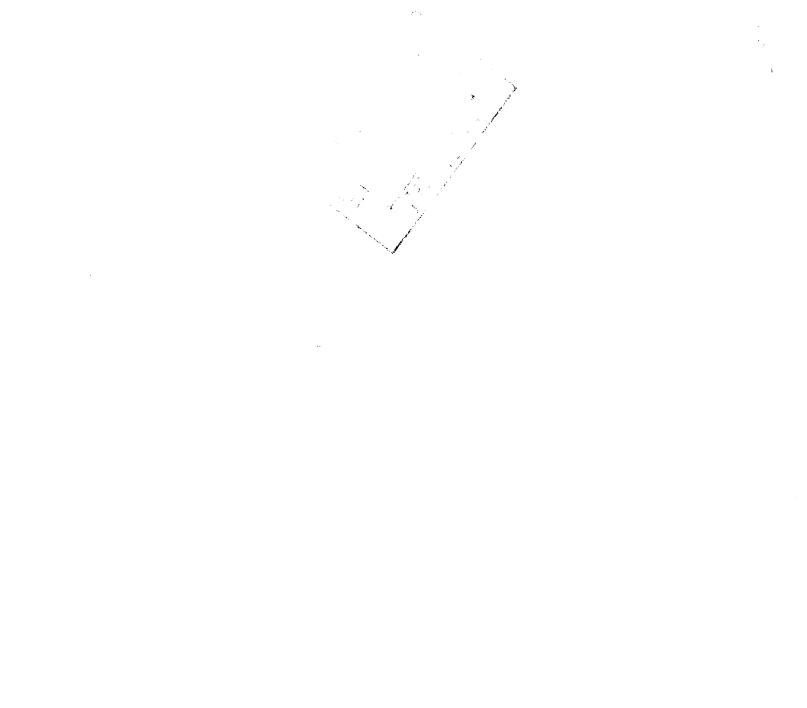
I write to you with great concern over recent developments in the Farmington Community. The subject matter is a joint application from the Farmington Police Department and Sprint Spectrum LP, for a special permit and site-plan approval for the erection of a two hundred (200) foot, lattice style, communications tower. This tower, proposed for municipal property, is in the middle of a densely populated residential area of town. The application was revised from a sixty-five (65) foot tower to its current two hundred foot level, to locate fourteen different emergency service antennas plus equipment to satisfy Sprint's requirements. The 200-foot height is equivalent to a twenty-story building, far exceeding the surrounding topography, and would not meet the current "fall zone" threshold.

One public hearing has been conducted by the local Planning and Zoning (P&Z) Board with no resolve and was scheduled for a continuation on June 19th to allow the applicants additional time to push their agenda. The residences of Farmington that will bear the brunt of the negative impact of this albatross are trying to organize a counter campaign in opposition of this application.

What we find most disturbing is the P&Z's predetermined acceptance of this proposal without performing any level of due diligence relative to the long term negative impact of such a structure or hearing comments from concerned residents. Furthermore, the police department has failed to demonstrate any improved signal strength over the original sixty-five foot tower vs. a two hundred-foot tower or any height in between. One could speculate that the P&Z's behavior is a direct result of the arrogance and strong-arm tactics displayed by Sprint, who hides behind the guise of the Communication Act of 1996 and threats of lawsuits.

The concerns of the Farmington/Unionville neighborhood families are no different than those being echoed across the country since the Communication act of 1996 was enacted. Property values will be affected, scenic and historic values of the community will be adversely affected, and most of all, there is enough evidence from national studies indicating public health issues resulting from radio frequency radiation and microwave exposure, that a cautious approach or avoidance would be more prudent. The FCC, the governing body responsible for setting such standards on exposure of these irritants, openly admits that they have no expertise in this area of standards and relies on the Cellular Industry for its direction. Was it not "big business" that told us that asbestos and lead paint was ok? And was it not the "big industries" that claimed tobacco wasn't harmful? The evidence cannot be ignored.

Under the General Statues of Connecticut, Chapter 277a, Sec. 16-50g, Legislative Findings and Purpose, states... "The purpose of the chapter is to provide for a balancing of the need for adequate and reliable public utility services at the lowest reasonable cost to the consumers with the need to protect the environment and ecology of the state and to minimize damage to scenic, historic and recreational values...". The anticipated approval of this tower application will fail the residence of Farmington/Unionville on all accounts.



Mr. Joel M. Rinebold May 30, 2001 Page 2

The General Assembly is currently reviewing a Substitute House Bill, No. 6178 (files #385, calendar #283). As you are aware, this Bill proposes to take the power of the siting of telecommunications towers away from the Siting Council, shifting it back to local government and their P&Z. I don't know if this Bill helps or hurts our particular situation, knowing the inconsistent judgments and predispositions of our local P&Z.

The bottom line, we need your support in not granting approval of this application or any influence in kind that the Siting Council can offer in support of the residents of Farmington/Unionville that oppose this type of development. The application fails on several fronts to show hardship, need or alternative options of developing technologies in addition to the visual impact and its associated consequences.

The residences of Farmington/Unionville have all made significant investments in our properties, community and the education system of our children. We have entrusted or elected officials with our wellbeing and the charge to preserve the quality of life that Connecticut often boasts about. The joint tower application has no positive aspects of community development nor does it offer any advancement to the quality of life.

We look forward to your response and thank you in advance for your time and attention to this matter.

Very truly yours,

Robert J. Rigney 109 Oakridge Farmington, CT 06085

Cc: The Honorable John G. Rowland, Governor Demetrios Giannaros, State Rep., 21st District Town of Farmington



STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

Ten Franklin Square New Britain, Connecticut 06051 Phone: (860) 827-2935 Fax: (860) 827-2950

April 17, 1998

Mr. Walter A. Bumsch 14 Douglas Way Farmington, CT 06032

Dear Mr. Bumsch:

I have received your letter sent to the Town Manager, Thomas J. Wontorek and agree with you that specialized analysis and regulation is necessary to properly site telecommunications facilities in this State; however, the Connecticut Siting Council (Council) does not have jurisdiction over this facility, and has not exercised any regulatory control over the placement of this tower off Birdseye Road in Farmington. Nonetheless, I appreciate your involvement and your notification.

Any and all concerns that you have regarding the regulation of this tower should be directed to local officials and State Legislators.

Thank you for your attention. If you have any other concerns regarding the jurisdiction of this agency, please feel free to call me or the Council's Executive Director, Joel M. Rinebold.

Very truly yours,

Mortimer A. Gelston

Chairman

MAG/JMR/jlh

cc: Thomas J. Wontorek, Town Manager

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Certified Z 050 926 127

April 14, 1998

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CONNECTICUT SITING COUNCIL

Mr. Thomas J. Wontorek Town Manager Farmington Town Hall 1 Monteith Drive Farmington, CT. 06032

Dear Mr. Wontorek,

As a Farmington homeowner and taxpayer, I am deeply concerned with the addition of the 140 foot Communications Tower and ancillary equipment which Sprint PCS has recently constructed on Lot 3A located North and West of 130 Birdseye Road, R80 zone.

I am sure that you are aware that I was, and continue to be, adamantly opposed to the addition of antennas/towers on the above mentioned property. I am personally concerned with the safety, value, character and general well being of this growing residential neighborhood. I do not want to see this section of property becoming a depository for future antennas/towers which I strongly believe would be completely incompatible with the surroundings.

From my understanding, Sprint PCS has won the appeal overturning the Planning and Zoning Committees original decision to deny this or any other antenna/tower construction on the above mentioned property. Although I realize that the court battle was between the town of Farmington and Sprint PCS, I was quite shocked and very disappointed to learn of this situation only after my wife happened to hear construction going on behind our home at the beginning of the year. After almost a year, all the concerned residents that signed the petition and went to the two hearings assumed the issue was closed. I personally felt, as taxpayers, we should have been notified when the decision was overturned, since this decision impacts our lives on a daily basis!

Equally as important, I am very concerned with the future value of my property. I understand that there is no guarantee that property values will increase; however, I now feel that the addition of this communications tower and the potential for additional communications towers in this area, will label this area of Farmington an antenna farm. This communications tower already has, and will continue to reduce the value of the homes that surround this area compared to the same size/quality in similar Farmington locations.

With this in mind, I strongly feel that when the town of Farmington begins to reap tax revenues from Sprint this year, the residents that directly border this tower should receive a yearly reduction in their real estate taxes to compensate for this burden. After all, this tower has taken away from the value of my home. Please let me know the process I need to follow to obtain this reduction in real estate taxes. Who do I contact?

At last year's meeting on this subject, it was mentioned that the town needed to review its regulations on the location of these towers. Does the town of Farmington have an updated written policy concerning the location of these towers? Where can I obtain a copy of this documentation?

To comply with the maximum permissible exposure regulations of Section 1.1310 of the FCC Rules, please let me know which independent company will monitor the total electromagnetic radiation from this tower? Will the independent company also include the existing 5 antennas in their evaluation? How often will this area be monitored for safe levels for the surrounding homeowners? Will the evaluation report that is generated from this study be available for concerned homeowners so that we may review the results?

It appears that the homeowners surrounding this tower really have no choice. However, as taxpayers, I strongly feel it is the town's responsibility to properly monitor this area for safety. As we enter into the new millennium, I can only expect that the use of cellular phones will increase dramatically!

Sincerely,

Walter A. Bumsch

Watte A. Bunsel

14 Douglas Way Farmington, CT.

cc: Mr. Mortimer A. Gelston, Chairman, State of Connecticut Connecticut Siting Council

Mr. Jeffrey Ollendorf, Director of Planning

Mr. James Pogson, Chairperson, Planning and Zoning Committee

Ms. Linda Arnold, Town Assessor

Ms. Teresa Colton, Tax Collector



THOMAS J. REGAN ATTORNEY AT LAW

Direct Dial: 860.509.6522 E-Mail: tregan@brfg.com

http://www.brownrudnick.com

January 18, 2002

VIA HAND DELIVERY

Mortimer A. Gelston, Chairman Connecticut Siting Council 10 Franklin Square New Britain, Connecticut 06051

RE: Tower Sharing Proposal

Dear Chairman Gelston:

Enclosed please find an original and twenty-five copies of Sprint Spectrum, L.P.'s Tower Sharing Proposal to co-locate on the Farmington Fire Department tower located at 319-321 New Britain Avenue in Farmington, Connecticut. Also enclosed is a check for \$500.00 to cover the filing fee.

The Town Planner for the Town of Farmington was sent a complete copy of this Tower Sharing Proposal.

Very truly yours,

BROWN RUDNICK FREED & GESMER, P.C.

By:

Thomas J. Regan

JAN 188 20022 SITING COURSELL

TJR/cce Enclosures

cc: Jeffrey Ollendorf, Town Planner

A Partnership of #40153451 v\1 - eversocc - nwmln01!.doc - 80563/1667 Professional Corporations

CITYPLACE I

185 ASYLUM STREET

HARTFORD, CONNECTICUT 06103-3402

860-509-6500

Fax: 860-509-6501

Boston / Providence / London / Belgium

Phone: (860) 827-2935 Fax: (860) 827-2950

Facsimile Transmittal

Thomas J. Regan	Fax:	860.509.6501	
Robert Mercier - CT Siting Council	Date:	01/22/02	
Sprint tower share - Farmington	Pages:	1	
	(includi	ng cover sheet)	
nt \square For Review X Please	Comment	☐ Please Reply	☐ Please Recycle
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Avenue, Farmington for Sprint. titude and Longitude coordinates P and number of channels for the proproximate date of tower construction	posed Veriz	zon antennas a installation	
	Robert Mercier - CT Siting Council Sprint tower share - Farmington The For Review X Please Please provide the following information for Sprint. The structure and Longitude coordinates Provided the provided th	Robert Mercier - CT Siting Council Date: Sprint tower share - Farmington Pages: (including Including Inc	Robert Mercier - CT Siting Council Date: 01/22/02 Sprint tower share - Farmington Pages: 1 (including cover sheet) Int

Thank you

CONNECTICUT SITING COUNCIL

In re:

Request of Sprint Spectrum, L.P. d/b/a Sprint PCS for the Approval of the Shared Use of the Proposed Farmington Police Tower Located at 319-321 New Britain Avenue in Farmington, Connecticut.

January 18, 2002

TOWER SHARING PROPOSAL

Sprint proposes herein to share a proposed telecommunications tower (the "Tower") and associated compound located at 319-321 New Britain Avenue (the "Farmington Police Station") in Farmington, Connecticut (collectively, the "Facility"). Pursuant to Connecticut General Statutes § 16-50aa (the "Statute"), Sprint requests a finding from the Connecticut Siting Council (the "Council") that the shared use of this Facility is technically, legally, environmentally and economically feasible, will meet public safety concerns, will avoid the unnecessary proliferation of towers and is in the public interest. Sprint further requests an order approving the proposed shared use of this Facility.

The purpose of this request is to use an existing facility to meet Sprint's coverage needs in the Farmington area and to avoid the construction of an additional tower in Farmington.

BROWN, RUDNICK, FREED & GESMER, P.C. CITYPLACE I 185 ASYLUM STREET HARTFORD, CT 06103 (860) 509-6500 Request of tearn Specimus, L.R. dibin Specim PCs that he Approvat of the Charol Co. of the Pisonaria Security in local Cower has red at 1892/98 Swely Productive Available Painstagent.



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A. Existing Facility

On July 23, 2001, the Farmington Planning & Zoning Commission approved a one hundred ninety foot (190') tower at the Farmington Police Station located at 319-321 New Britain Avenue. The Facility is owned by the Town of Farmington (the "Town") and has not yet been constructed. (Exhibit A – site plan). The proposed Facility will contain a one hundred ninety foot (190') monopole on which the Town will locate many of its public safety antennas.

B. Proposed Project

Sprint proposes the installation of twelve (12) antennas mounted on a triangular platform with four (4) antennas per sector, with the centerline at one hundred seventy feet (170'). Sprint also proposes the installation of a small global positioning system antenna at fifty feet (50') on the southwest side of the Tower. The base station equipment associated with the antennas will be located in a twelve foot by twenty-five-foot (12' x 25') room within the Town's twenty-five foot by ninety foot (25' x 90') compound area which is located at the base of the Tower. (Exhibit A – site plan).

AT&T and Voicestream have both stated their intention to co-locate on this Facility. At this time, however, neither has signed a lease with the Town.

BROWN, RUDNICK, FREED & GESMER, P.C. CITYPLACE I 185 ASYLUM STREET HARTFORD, CT 06103

C. <u>Technical Feasibility</u>

Consistent with the requirements of the Statute, it is technically feasible for Sprint to colocate on this Tower. The existing monopole was designed and constructed to support four (4) carriers. Sprint will be the first carrier located on the Tower. The structural capability of the Tower is described in a monopole specification report by URS Corporation AES, dated December 4, 2001, provided as Exhibit B.

D. Legal / Economic Feasibility

Sprint has entered into a lease with the Town of Farmington for the purpose of locating Sprint's antennas and associated equipment at the Facility. The Council has the authority, pursuant to the Statute, to issue orders approving the shared use of the Facility. Therefore, consistent with the Statute, the proposal is both economically and legally feasible.

E. Environmental Feasibility

Pursuant to the Statute, the proposal will be environmentally feasible for the following reasons:

- The overall impact on the Town of Farmington will be decreased with the sharing of a single tower versus the proliferation of many towers.
- The proposal will not increase the height of the Tower or the size of the compound.

BROWN, RUDNICK, FREED & GESMER, P.C. CITYPLACE I 185 ASYLUM STREET HARTFORD, CT 06103

- The proposal will have an insignificant visual impact with the addition of four (4) panel antennas per sector.
- There will be no increased impact on any wetlands or water resources.
- There will be no increased impact on air quality because no air pollutants will be generated during the normal operation of the Facility.
- There will only be a brief, slight increase in noise pollution during the attachment of the antennas.
- During construction, the proposed project will generate a small amount of traffic as workers arrive and depart and materials are delivered. Upon completion, traffic will be limited to an average of one (1) monthly maintenance and inspection visit.
- The total frequency electromagnetic radiation of the power density measured at the site will not be at or above the standard adopted by the Federal Communications Commission (the "FCC"). Attached as Exhibit C is a worst case power density analysis for the operation of Sprint PCS's antennas at the Facility as measured at the base of the Tower and a cumulative analysis for the Facility with Sprint's, Voicestream's, AT&T's and the Town's antennas in place. The cumulative power density is 22.75% of the maximum permissible exposure based on the NCRP standard. These calculations show that the Facility will be well below the FCC mandated limits in all locations around the existing Tower, even with extremely conservative assumptions.

BROWN, RUDNICK, FREED & GESMER, P.C. 'ITYPLACE I 5 ASYLUM STREET 'TFORD, CT 06103 509-6500

F. Public Safety Concerns / Benefits

In accordance with the Statute, there are no known public safety concerns associated with this proposal. Moreover, Sprint will be enhancing the communication needs of the citizens of the community. This Facility will cover an approximate four (4) mile coverage gap along Route 4 beginning at Brickyard Road and continuing down Route 4 to the Farmington/Burlington border. The Facility will also cover a two (2) mile coverage gap along Route 177 between Route 4 and Copper Mine Road. Therefore, not only will this Facility will be an essential part of Sprint's telecommunications network throughout Connecticut, it will facilitate wireless communications for emergency services, businesses and residents in and around this area of Farmington.

Conclusion

For the reasons stated above, the attachment of Sprint's antennas to this Tower would meet all the requirements set forth in the Statute. This proposal is technically, legally, environmentally and economically feasible and meets all public safety concerns. Therefore, Sprint respectfully requests that the Council approve this request for the shared use of the

BROWN, RUDNICK, FREED & GESMER, P.C. CITYPLACE I 185 ASYLUM STREET HARTFORD, CT 06103 existing telecommunications facility located at the Farmington Police Station at 319-321 New Britain Avenue in Farmington, Connecticut.

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

Thomas J. Regan, Esq.

Brown, Rudnick, Freed & Gesmer, P.C.

185 Asylum Street, CityPlace I

Hartford, CT 06103-3402

Phone - (860) 509-6522

Fax - (860) 509-6501

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CT33XC534 - Farmington Police Tower Cumulative Worst Case Power Density Analysis of Sprint PCS, Voicestream, AT&T, and Town of Famington antennas

Operator	Operating Frequency	Distance to Target	Calculated Power Density	Maximum Permissable Exposure*	Fraction of MPE
	(MHz)	(feet)	(mW/cm^2)	(mW/cm^2)	(%)
Sprint PCS	1962.5	170	0.051751	1.00	5.18%
Voicestream ^a	1930	160	0.027073	1.00	2.71%
AT&T b	1967.5	150	0.012800	1.00	1.28%
Town of Farmington Facilies ^c	Deta	nils see attach	ed calculation	sheet.	14.87%

Total Percentage of Maximum Permissible Exposure

22.75%

^a Based on information provided by Voicestream.

^b Calculations based on information provided by AT&T.

^c Calculations based on information provided by Town of Farmington.

Sprint PCS @ Farmington Police Tower Worst Case of Tower. Assumes Max ERP & No Antenna Pattern Adjustment

%MPE	5.1751%	4.7631%	3.8448%	2.9098%	2.1707%	1.6363%	1.2579%	0.9879%	0.7917%	0.6463%	0.5363%
Maximum Permissable Exposure*	1	1	1	1	1	1	1	_		1	1
Calculated Power Density (mW/cm2)	0.051751	0.047631	0.038448	0.029098	0.021707	0.016363	0.012579	0.009879	0.007917	0.006463	0.005363
Distance From Base of Tower (Feet)	0	20	100	150	200	250	300	350	400	450	200
Antenna Height (Feet)	170	170	170	170	170	170	170	170	170	170	170
Total ERP (Watts)	4154.48	4154.48	4154.48	4154.48	4154.48	4154.48	4154.48	4154.48	4154.48	4154.48	4154.48
Effective Radiated Power Per Transmitter (Watts)	377.68	377.68	377.68	377.68	377.68	377.68	377.68	377.68	377.68	377.68	377.68
Operating Number of Frequency Trans. (MHz)	11	11	11	11	11	11	11	11	11	11	7
Operating Frequency (MHz)	1962.5	1962.5	1962.5	1962.5	1962.5	1962.5	1962.5	1962.5	1962.5	1962.5	1962.5

*Requirements set forth in OET Bulletin 65. Based on NCRP Report No. 86 and ANSI/IEEE C95.1-1992



AT&T @ Farmington Police Tower Worst Case Power Density Analysis of AT&T Antennas @ Base of Tower. Assumes Max ERP & No Antenna Pattern Adjustment

%MPE	1.2800%	1.1520%	0.8862%	0.6400%	0.4608%	0.3388%	0.2560%	0.1986%	0.1578%	0.1280%	0.1057%
Maximum Permissable Exposure*	1	1	1	1	1	1	1	1	-	-	-
Calculated Power Density (mW/cm2)	0.012800	0.011520	0.008862	0.006400	0.004608	0.003388	0.002560	0.001986	0.001578	0.001280	0.001057
Distance From Base of Tower (Feet)	0	20	100	150	200	250	300	350	400	450	500
Antenna Height (Reet)	150	150	150	150	150	150	150	150	150	150	150
Total ERP (Watts)	800	800	800	800	800	800	800	800	800	800	800
Derating Number of Radiated Frequency Trans. Transmitter (MHz) (Watts)	100	100	100	100	100	100	100	100	100	100	100
Number of Trans.	ω	8	8	ω	8	8	8	8	80	8	8
Operating Frequency (MHz)	1965 - 1970	1966 - 1970	1967 - 1970	1968 - 1970	1969 - 1970	1970 - 1970	1971 - 1970	1972 - 1970	1973 - 1970	1974 - 1970	1975 - 1970

*Requirements set forth in OET Bulletin 65. Based on NCRP Report No. 86 and ANSI/IEEE C95.1-1992

Various Town of Famington Facilities @ Farmington Police Tower Worst Case Power Density Analysis of Town Antennas @ Base of Tower. Assumes Max ERP & No Antenna Pattern Adjustment

Facility Name	Operating Frequency (MHz)	Number of Trans.	Effective Radiated Power Per Transmitter (Watts)	Total ERP (Watts)	Antenna Height (Reet)	Distance From Base of Tower (Feet)	Calculated Power Density (mW/cm2)	Maximum Permissable Exposure (mW/cm2)	%MPE
960 Link to Ch 61, Parabolic (Grid)	955.35	-	5	5	180	0	0.000056	0.63690	0.0087%
960 Link to Water Tank, Parabolic	006	-	2	5	190	0	0.000050	0.60000	0.0083%
Main Backup, Omni 7.5dB	855.2375	-	350	350	190	0	0.003490	0.57016	0.6122%
Detective	866.775	1	350	350	190	0	0.003490	0.57785	0.6040%
Future Trunked	866.35	-	179	179	190	0	0.001785	0.57757	0.3091%
Future Trunked	867.9375	1	179	179	190	0	0.001785	0.57863	0.3085%
Future Trunked	869.6625	-	179	179	190	0	0.001785	0.57978	0.3079%
RAFS, Yagi	851.1625	-	15	15	185	0	0.000158	0.56744	0.0278%
RAFS	852.9125	-	15	15	185	0	0.000158	0.56861	0.0277%
ITAC, Yagi	821.0125	τ-	15	15	185	0	0.000158	0.54734	0.0288%
ITAC	821.5125	-	15	15	185	0	0.000158	0.54768	0.0288%
ITAC	823.0125	1	15	15	185	0	0.000158	0.54868	0.0288%
Farmington FD, Omni 5.5dB	154.19	1	100	100	180	0	0.001111	0.20000	0.5556%
Inter City, Omni	154.265	-	30	30	113	0	0.000846	0.20000	0.4229%
Area 5 Emergency	153.74	-	30	30	113	0	0.000846	0.20000	0.4229%
Area 3 Emerency	153.935	-	30	30	113	0	0.000846	0.20000	0.4229%
Fire Ground	155.34	-	30	30	113	0	0.000846	0.20000	0.4229%
AMR Ambulance, Omni	155.235	-	35	35	113	0	0.000987	0.20000	0.4934%
Burlington FD, Omni	154.01	-	35	35	113	0	0.000987	0.20000	0.4934%
Harfford County Fire, Omni	33.94	-	110	110	06	0	0.004889	0.20000	2.4444%
Mutual Aid	33.5	-	110	110	06	0	0.004889	0.20000	2.4444%
Disaster Coordination, Omni	33.04	7 -	100	100	06	0	0.004444	0.20000	2.2222%
Public Works	46.52	-	20	20	06	0	0.002222	0.20000	1.1111%
Public Works	46.58	1	20	20	90	0	0.002222	0.20000	1.1111%
							Total % MPE of Town Facilies	own Facilies	14.8679%

*Requirements set forth in OET Bulletin 65. Based on NCRP Report No. 86 and ANSI/IEEE C95.1-1992

THE TOWN OF FARMINGTON

INCORPORATED 1645

TOWN HALL 1 MONTEITH DRIVE FARMINGTON, CONNECTICUT 06032-1053

INFORMATION (860) 675-2300 FAX (860) 675-7140 "TOWN TALK" (860) 675-2301



January 29, 2002

The Honorable Mortimer A. Gelson, Chairman The Connecticut Siting Council Ten Franklin Square New Britain, Connecticut 06051

Re: Application of Sprint Spectrum (TS-Sprint-052-020118) 319-321 New Britain Avenue, Farmington

Dear Chairman Gelson

The Town of Farmington would like to express its support of the above referenced application pending before the Connecticut Siting Council. As indicated in the applicant's Tower Sharing Proposal, the Farmington Town Plan and Zoning Commission approved the construction of a 190 foot monopole tower on the subject property in July of 2001. This tower has also received the approval of the Connecticut Department of Environmental Protection.

It is our hope that several telecommunication service providers will co-locate on this tower, thus avoiding the need to construct an additional facility in the Unionville area.

Thank you for the opportunity to comment on this proposal.

Sincerely

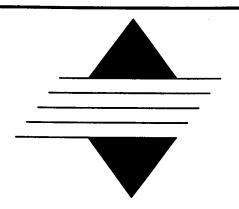
Karlieen A. Eagen

Town Manager

c. Arline Whitaker, Chairman Farmington Town Council Jeff Ollendorf, Farmington Town Planner

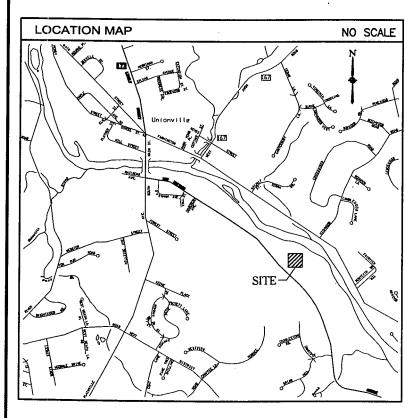
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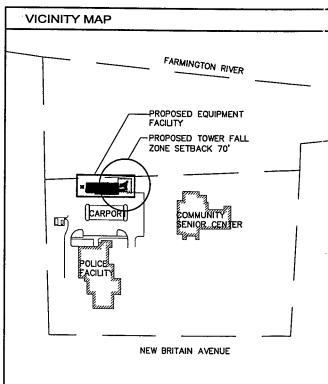




Sprint

SITE I.D.# C TOWN OF FARMII DEPARTMEN NEW BRIT FARMINGTON, C





URS CORPORATION AES

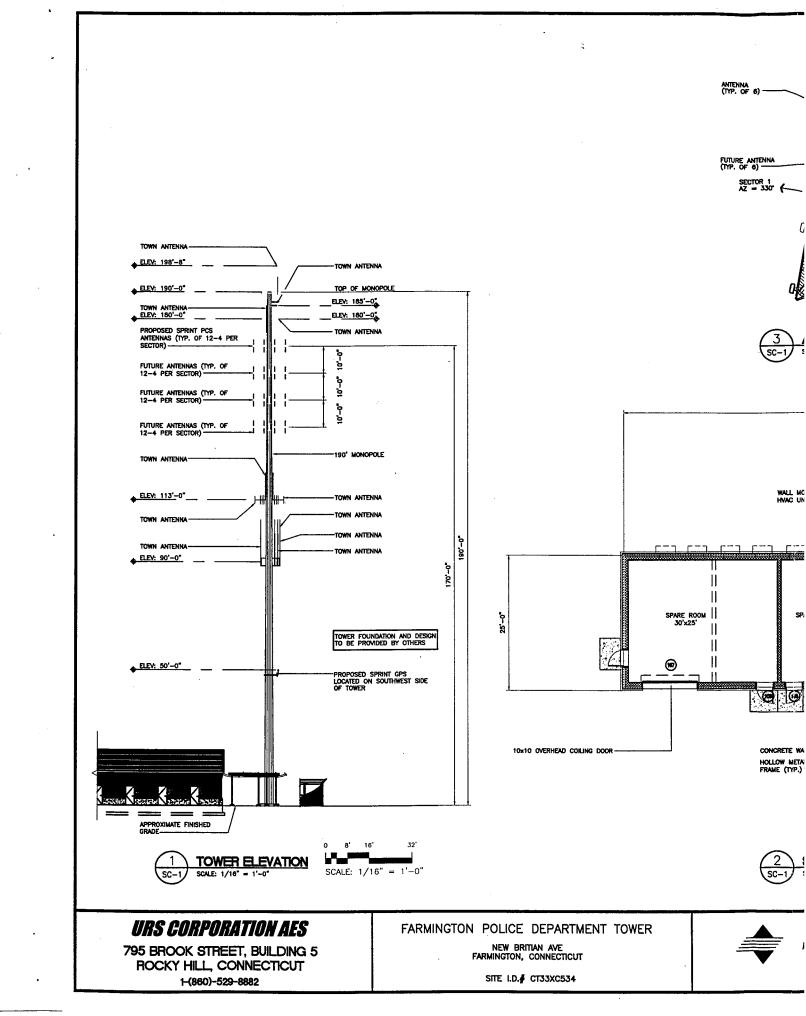
795 BROOK STREET, BUILDING 5 ROCKY HILL, CONNECTICUT 1-(860)-529-8882 FARMINGTON POLICE DEPARTMENT TOWER

NEW BRITIAN AVE FARMINGTON, CONNECTICUT

SITE I.D.# CT33XC534









INDEPENDENT STRUCTURAL ANALYSIS and EVALUATION of 190' MONOPOLE STRUCTURE

Farmington Police Department New Britain Avenue Farmington, Connecticut Sprint Site No.: CT33XC534

prepared for



SPRINT PCS 1 INTERNATIONAL DRIVE MAHWAH, NJ 07494 TEL. 201-684-4060





Prepared by

URS CORPORATION AES 795 BROOK STREET, BUILDING 5 ROCKY HILL, CT 06067 TEL 860-529-8882

F300001972.52 / F12

December 4, 2001

	· ·	
		,)



December 4, 2001

Mr. Mark St. Pierre Building Official Town of Farmington One Monteith Drive Farmington, Connecticut 06032

Reference:

Proposed Telecommunications Facility

Sprint Site No.: CT33XC534
Farmington Police Department

New Britain Avenue Farmington, Connecticut

F300001972.52

Dear Mr. St. Pierre:

URS Corporation has been authorized by Sprint PCS to perform an independent structural analysis and evaluation of the above referenced 190' monopole structure and foundation designs for the above referenced site. We have performed the analysis and reviewed the tower structure and foundation design documents prepared by Pirod Inc., Engineering File A-118703 approved November 7, 2001. The monopole is to be manufactured by Pirod Inc., Drawing No. 157375-B approved November 7, 2001.

This analysis was conducted as stipulated in Section 114.3 of the Connecticut State Building Code and Section 29-276b of the Connecticut General Statue for independent structural analysis and evaluation.

Our analysis determined that the design documents comply with the requirements of the TIA/EIA-222-F dated March 1996 and the Connecticut State Building Code dated 1999 and the latest Supplements and

Should you have any questions, please contact us.

Sincerely,

URS Corporation AES

Mohsen Sahirad, P.E. Senior Structural Engineer

Enclosures

MS/mks

cc: Steve Orkoulas- Sprint PCS

Jeff York- Site Link Alitz Abadjian - URS

bcc: I.A. - URS

D.R. – URS CF/Book

URS Corporation 500 Enterprise Drive, Suite 3B Rocky Hill, CT 06067 Tel: 860.529.8882 Fax: 860.529.3991



TP41.75x32.375x0.375	5.7
TP49.063x39.688x0.375	6.8
TP56.125x46.75x0.375	7.9
TP62.938x53.563x0.375	-
_	oht (K) 34.5

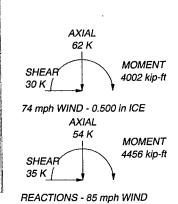
DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
(2) TDF7220	190	Low profile platform	160
23-ARM CLAMP-ON (5')	190	(12) DAPA 48000	160
N-PIPE 2"x50"	190	Low profile platform	150
4' Grid Dish	190	(12) DAPA 48000	150
(2) Yagi	185	(12) DAPA 48000	140
23-ARM CLAMP-ON (2')	185	Low profile platform	140
N-PIPE 2"x50"	185	23-ARM CLAMP-ON (5')	113
TDD7260	180	N-PIPE 2"x50"	113
23-ARM CLAMP-ON (5')	180	(3) TDD7260	113
N-PIPE 2"x50"	180	N-PIPE 2"x50"	90
4' Grid Dish	180	23-ARM CLAMP-ON (5')	90
(12) DAPA 48000	170	(3) TDB6400	90
Low profile platform	170		

TOWER DESIGN NOTES

- 1. Tower designed for a 85 mph basic wind in accordance with the TIA/EIA-222-F S
- Tower is also designed for a 74 mph basic wind with 0.50 in ice.
 Connections use galvanized A325 bolts, nuts and locking devices. Installation per TIA/EIA-222-F and AISC Specifications.

 4. Tower members are "hot dipped" galvanized in accordance
- with ASTM A123 and ASTM A153 Standards.
- 5. Welds are fabricated with ER-70S-6 electrodes.



URS CORPORATION

795 Brook Street, Building 5 Rocky Hill, Connecticut 06067 Phone: (860) 529-8882 FAX: (860) 529-5566

- Farmington i	once Department	_
Project: F300001972.5	52 /F12	
Client: Sprint PCS	Drawn by: Robert M. Niemied	App'd:
Code: TIA/EIA-222-F	Date: 12/04/01	Scale: NTS
Path: P:\Telecom\F12	\Farmington2sh.eri	Dwg No. E-

URS Corporation	ration																				
Job Description	190' Monopole											Computed	Computed by R.Niemiec	U			jo ,				
Connecticut Town of wind Velocity mph V=	_11	Farmington 85	dgm esu	88								Checked by	, k	,		Date 0	04-Dec-01 Reference				
,		2		Dead of each	Dead of each Projected Projected	ected	L		-	-			-	,		Total	Total				
Artenna and Platform Type and Model Telecom CO. above ground no. antenna with no ice	Telecom CO.	Height above ground	no. antenna	antenna with no ice	area net ar	a net	h Width	is	Wind	Wind Space				Fx Fx	Thrust Fx	Dead Load Dead Load	ead Load	AA, no ice AA, w/ ice CAAA, no CAAA, w/	A, w/ ice Ca	S. C.	A, w
DAPA 4800		170.00	12.00	18.30	38.64 43.08	3.08 53.30	W 8.70		CA	2 3	tubular N orY		ő	no ice To	uh with ice	Antenna				(7.J) EG	ICB (TP/2)
DAPA 4800		150.00	12.00	18.30	₽	Н	П	<u> </u>		0 1.60	> >	89.	29.55	2702.00	3012.00	+	+	38.64	43.08	45.08	90 00
DAPA 4800		140.00	12.00	Ť	38 64 43.08	53.30	8.70	<u>-</u>	Н	1 1	>	69	28,51	2655.00	2961.00		Н	Н	\vdash	╀	50.26
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URS CORPORATION

795 Brook Street, Building 5 Rocky Hill, Connecticut 06067 Phone: (860) 529-8882 FAX: (860) 529-5566

Job		Page
	Farmington Police Department	1 of 17
Project	F300001972.52 /F12	Date 08:44:47 12/04/01
Client	Sprint PCS	Designed by Robert M. Niemiec

Tower Input Data

There is a pole section.

This tower is designed using the TIA/EIA-222-F standard.

The following design criteria apply:

Basic wind speed of 85 mph.

Nominal ice thickness of 0.500 in.

Ice density of 56 pcf.

A wind speed of 74 mph is used in combination with ice.

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

Stress ratio used in pole design is 1.333.

Tapered Pole Section Geometry

Section	Elevation	No	Section	C-1!	37 7					
				Splice	Number	Top	Bottom	Wall	Bend	Pole
		Of	Length	Length	of	Diameter	Diameter	Thickness	Radius	E
	ft	Sections	ft	ft	Sides	in	in	in	in	F _y
L1	190.08-167.25	1	22.830	2.920	18	19.563	26.000			ksi
L2	167.25-133.58	1	33.670					0.250	1.000	65.000
L3		1		3.830	18	24.688	34.063	0.313	1.250	65.000
	133.58-100.75	I	32.830	4.670	18	32.375	41.750	0.375	1.500	65.000
L4	100.75-68.75	1	32.000	5.500	18	39.688	49.063	0.375		
L5	68.75-37.5	1	31.250	6.250					1.500	65.000
L6	37.5-0	1		0.230	18	46.750	56.125	0.375	1.500	65.000
~~	31.3-0	l l	37.500		18	53.563	62.938	0.375	1.500	65.000

Tapered Pole Properties

Section	Diameter	Area	I	r	C	I/C	J	It/Q	w	w/t
7.1	in	in ²	in⁴	in	in	in ³	in⁴	in ²	in	WIL
Li	19.563	15.324	722.104	6.856	9.938	72.663	1445.159	7.664	3.003	12.012
7.0	26.000	20.433	1711.654	9.141	13.208	129.592	3425.561	10.218	4.136	16.544
L2	24.688	24.177	1814.798	8.653	12.541	144.706	3631.984	12.091	3.795	12.144
T 2	34.063	33.476	4817.433	11.981	17.304	278.404	9641.206	16.741	5.445	17.424
L3	32.375	38.088	4927.488	11.360	16.447	299.607	9861.460	19.048	5.038	13.435
1.4	41.750	49.247	10650.982	14.688	21.209	502.192	21315.979	24.628	6.688	17.835
L4	39.688	46.792	9136.243	13.956	20.161	453.159	18284.507	23.400	6.325	16.867
T C	49.063	57.950	17355.138	17.284	24.924	696.329	34733.112	28.981	7.975	21.267
L5	46.750	55.198	14997.795	16.463	23.749	631.513	30015.324	27.604	7.568	20.181
	56.125	66.356	26056.151	19.791	28.511	913.882	52146.587	33.185	9.218	24.581
L6	53.563	63.306	22625.822	18.882	27.210	831.534	45281.416	31.659	8.767	23.379
	62.938	74.465	36822.895	22.210	31.972	1151.714	73694.242	37.240	10.417	27.779

Tower	Comment	<i>a</i>							I	Factor.	s^I			
Elevation	Gusset Area (per face)	Gusset Thickness	Adjust. Factor A _f	Adjust. Factor A,	Weight Mult.	Legs	X Brace Diags	K Brace Diags	Single Diags	Girts	Horiz.	Inner Brace	Truss Leg X	Truss Leg
ft	ft ²	in					<i>X Y</i>	X Y	X Y	X Y	X Y	X Y	Brace	Brace

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URS CORPORATION

795 Brook Street, Building 5 Rocky Hill, Connecticut 06067 Phone: (860) 529-8882 FAX: (860) 529-5566

Job		Page
	Farmington Police Department	2 of 17
Project		Date
	F300001972.52 /F12	08:44:47 12/04/01
Client		Designed by
	Sprint PCS	Robert M. Niemiec

									I	K Factor.	5 ¹			
Tower Elevation	Gusset Area (per face)	Gusset Thickness	•	Adjust. Factor A,	-	Legs	X Brace Diags X	K Brace Diags X	Single Diags X	Girts X	Horiz.	Inner Brace X	Truss Leg X Brace	Truss Leg Z Brace
ft	ft²	in					Y	Y	Y	Y	Y	Y		
L1 190.08-	0.000	0.000	1	1	1	1								´û,_ÓZ°
167.25														
L2 167.25- 133.58	0.000	0.000	1	1	1	1								′û,_ÓZ°
L3 133.58-	0.000	0.000	1	1	1	1								ʹû,_ÓΖ°
100.75														
L4 100.75-	0.000	0.000	1	1	1	1								′û,_ÓZ°
68.75														
L5 68.75-37.5	0.000	0.000	1	1	1	1								′û,_ÓZ°
L6 37.5-0	0.000	0.000	1	1	1	1								<u>´û,_ÓZ°</u>

¹Note: K factors are applied to member segment lengths. K-braces without inner supporting members will have the K factor in the out-of-plane direction applied to the overall length.

Feed Line/Linear Appurtenances - Non-Structural

Description	Face	Component Type	Placement	Total Number		$C_A A_A$	Weight
		-JF -	ft			ft²/ft	klf
1 5/8	C	CaAa (Out Of Face)	170.000 - 0.000	12	No Ice	0.000	0.001
		, ,			1/2" Ice	0.000	0.001
					1" Ice	0.000	0.001
					2" Ice	0.000	0.001
					4" Ice	0.000	0.001
1 5/8	С	CaAa (Out Of Face)	160.000 - 0.000	12	No Ice	0.000	0.001
		,			1/2" Ice	0.000	0.001
					1" Ice	0.000	0.001
					2" Ice	0.000	0.001
					4" Ice	0.000	0.001
1 5/8	С	CaAa (Out Of Face)	150.000 - 0.000	12	No Ice	0.000	0.001
		,	•		1/2" Ice	0.000	0.001
					1" Ice	0.000	0.001
					2" Ice	0.000	0.001
					4" Ice	0.000	0.001
1 5/8	C	CaAa (Out Of Face)	140.000 - 0.000	12	No Ice	0.000	0.001
		,			1/2" Ice	0.000	0.001
					1" Ice	0.000	0.001
					2" Ice	0.000	0.001
					4" Ice	0.000	0.001
7/8	С	CaAa (Out Of Face)	190.000 - 0.000	3	No Ice	0.000	0.001
	_			-	1/2" Ice	0.000	0.001
					1" Ice	0.000	0.001
					2" Ice	0.000	0.001
					4" Ice	0.000	0.001
1/2	С	CaAa (Out Of Face)	185.000 - 0.000	2	No Ice	0.000	0.000
		om m (om or r mo)			1/2" Ice	0.000	0.000
					1" Ice	0.000	0.000
					2" Ice	0.000	0.000
					4" Ice	0.000	0.000
7/8	С	CaAa (Out Of Face)	180.000 - 0.000	2	No Ice	0.000	0.001
	~	··· (· · · · · · · · · · · ·	10.000 0.000	-	1/2" Ice	0.000	0.001
			•		1" Ice	0.000	0.001
					2" Ice	0.000	0.001
					4" Ice	0.000	0.001
1/2	С	CaAa (Out Of Face)	113.000 - 0.000	3	No Ice	0.000	0.000

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	Орин РОЗ	Robert M. Niemiec

Description	Face	Component Type	Placement	Total Number		$C_A A_A$	Weigh
			ft			ft²/ft	klf
1/2	C	CaAa (Out Of Face)	90.000 - 0.000	3	1/2" Ice 1" Ice 2" Ice 4" Ice No Ice 1/2" Ice 1" Ice 2" Ice 4" Ice 4" Ice	0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation	Face	A_R	A_F	C _A A _A In Face	C _A A _A Out Face	Weight
	ft		ft ²	ft²	ft²	ft ²	K
L1	190.08-167.25		0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
L2	167.25-133.58		0.000	0.000	0.000	0.000	0.094
			0.000	0.000	0.000	0.000	0.000
L3	100 50 400		0.000	0.000	0.000	0.000	1.143
L3	133.58-100.75		0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
L4	100 75 60 75		0.000	0.000	0.000	0.000	1.753
L4	100.75-68.75		0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
L5	68.75-37.5		0.000	0.000	0.000	0.000	1.740
₩	06.73-37,3		0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
L6	37.5-0		0.000	0.000	0.000	0.000	1.707
20	31.3-0		0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	2.048

Feed Line/Linear Appurtenances Section Areas - With Ice

Tower Section	Tower Elevation	Face Ice Thickness	A_R	A_F	C _A A _A In Face	C _A A _A Out Face	Weight
T 1	ft	in	ft²	ft²	ft ²	ft ²	K
Li	190.08-167.25	0.500	0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
L2	167.25 122.50		0.000	0.000	0.000	0.000	0.000
L2 167.25-133.58	0.500	0.000	0.000	0.000	0.000	0.000	
			0.000	0.000	0.000	0.000	0.000
L3	133.58-100.75		0.000	0.000	0.000	0.000	1.143
	133.36-100.73	0.500	0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
L4	100.75-68.75	0.505	0.000	0.000	0.000	0.000	1.753
	100.73-06.73	0.500	0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
L5	68.75-37.5	0.500	0.000	0.000	0.000	0.000	1.740
	00.75-57.5	0.500	0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	1.707

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Tower Section	Tower Elevation	Face Ice Thickness	A_R	A_F	C _A A _A In Face	C _A A _A Out Face	Weight
	ft	in	ft ²	ft²	ft ²	ft ²	K
L6	37.5-0	0.500	0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	0.000
			0.000	0.000	0.000	0.000	2.048

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz	Azimuth Adjustment	Placement		C _A A _A Front	C _A A _A Side	Weight
			Lateral Vert						
			ft	deg	ft		ft²	ft²	K
(12) DAPA 48000	Α	None		0.000	170.000	No Ice	45.080	45.080	0.220
						1/2" Ice	50.260	50.260	0.264
						1" Ice	55.440	55.440	0.308
						2" Ice	65.800	65.800	0.396
(12) DADA 40000						4" Ice	86.520	86.520	0.572
(12) DAPA 48000	Α	None		0.000	160.000	No Ice	45.080	45.080	0.220
						1/2" Ice	50.260	50.260	0.264
						1" Ice	55.440	55.440	0.308
						2" Ice	65.800	65.800	0.396
(12) DADA 49000						4" Ice	86.520	86.520	0.572
(12) DAPA 48000	Α	None		0.000	150.000	No Ice	45.080	45.080	0.220
						1/2" Ice	50.260	50.260	0.264
						1" Ice	55.440	55.440	0.308
						2" Ice	65.800	65.800	0.396
(12) DAPA 48000						4" Ice	86.520	86.520	0.572
(12) DAFA 48000	Α	None		0.000	140.000	No Ice	45.080	45.080	0.220
						1/2" Ice	50.260	50.260	0.264
			•			1" Ice	55.440	55.440	0.308
						2" Ice	65.800	65.800	0.396
(2) TDF7220						4" Ice	86.520	86.520	0.572
(2) IDF/220	Α	None		0.000	190.000	No Ice	6.000	6.000	0.050
						1/2" Ice	8.000	8.000	0.092
						1" Ice	10.000	10.000	0.134
						2" Ice	14.000	14.000	0.218
(2) Yagi						4" Ice	22.000	22.000	0.386
(2) Tagi	Α	None		0.000	185.000	No Ice	12.600	12.600	0.100
						1/2" Ice	12.600	12.600	0.100
						1" Ice	0.000	0.000	0.000
						2" Ice	0.000	0.000	0.000
TDD7260						4" Ice	0.000	0.000	0.000
1007200	Α	None		0.000	180.000	No Ice	3.600	3.600	0.030
						1/2" Ice	4.800	4.800	0.056
						1" Ice	6.000	6.000	0.082
						2" Ice	8.400	8.400	0.134
2&3-ARM CLAMP-ON (5')		N T				4" Ice	13.200	13.200	0.238
2003 FIRM CEAMIT-ON (3)	Α	None		0.000	190.000	No Ice	10.770	10.770	0.863
						1/2" Ice	11.790	11.790	0.979
						1" Ice	12.810	12.810	1.095
						2" Ice	14.850	14.850	1.327
N-PIPE 2"x50"		NT.				4" Ice	18.930	18.930	1.791
11-1 H L 2 XJV	Α	None		0.000	190.000	No Ice	1.830	1.830	0.030
						1/2" Ice	2.280	2.280	0.046
						1" Ice	2.730	2.730	0.062

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Description	Face or Leg	Offset Type	Offsets: Horz Lateral	Azimuth Adjustment	Placement		C _A A _A Front	C _A A _A Side	Weight
			Vert ft	deg	ft		ft²	ft²	K
				400		2" Ice	3.630	3.630	0.094
						4" Ice	5.430	5.430	0.158
2&3-ARM CLAMP-ON (2')	Α	None		0.000	185.000	No Ice	7.320	7.320	0.644
						1/2" Ice	7.970	7.970	0.713
						1" Ice	8.620	8.620	0.782
						2" Ice	9.920	9.920	0.920
						4" Ice	12.520	12.520	1.196
N-PIPE 2"x50"	Α	None		0.000	185.000	No Ice	1.830	1.830	0.030
						1/2" Ice	2.280	2.280	0.046
						1" Ice	2.730	2.730	0.062
						2" Ice	3.630	3.630	0.094
						4" Ice	5.430	5.430	0.158
2&3-ARM CLAMP-ON (5')	Α	None		0.000	180.000	No Ice	10.770	10.770	0.863
						1/2" Ice	11.790	11.790	0.979
						1" Ice	12.810	12.810	1.095
						2" Ice	14.850	14.850	1.327
						4" Ice	18.930	18.930	1.791
N-PIPE 2"x50"	Α	None		0.000	180.000	No Ice	0.920	0.920	0.015
						1/2" Ice	1.140	1.140	0.023
						1" Ice	1.360	1.360	0.031
						2" Ice	1.800	1.800	0.047
I					.==	4" Ice	2.680	2.680	0.079
Low profile platform	Α	None		0.000	170.000	No Ice	17.300	17.300	1.500
						1/2" Ice	22.100	22.100	2.030
						1" Ice	26.900	26.900	2.560
						2" Ice	36.100	36.500	3.620
Low profile platform		X 7		0.000	1.00.000	4" Ice	54.900	55.700	5.740
Low profile platform	Α	None		0.000	160.000	No Ice	17.300	17.300	1.500
						1/2" Ice	22.100	22.100	2.030
						1" Ice	26.900	26.900	2.560
						2" Ice	36.100	36.500	3.620
Low profile platform		None	•	0.000	150,000	4" Ice	54.900	55.700	5.740
Low prome platform	A	None		0.000	150.000	No Ice	17.300	17.300	1.500
						1/2" Ice	22.100	22.100	2.030
						1" Ice	26.900	26.900	2.560
						2" Ice 4" Ice	36.100	36.500	3.620
Low profile platform	Α	None		0.000	140.000	No Ice	54.900 17.300	55.700	5.740
Bow prome platform	Λ.	None		0.000	140.000	1/2" Ice	22.100	17.300	1.500
						172 ice	26.900	22.100 26.900	2.030 2.560
						2" Ice	36.100	36.500	3.620
						4" Ice	54.900	55.700	5.740
(3) TDD7260	Α	None		0.000	113.000	No Ice	9.000	9.000	0.075
(3) 122 / 200	А	HONC		0.000	115.000	1/2" Ice	12.000	12.000	0.073
						1" Ice	15.000	15.000	0.138
						2" Ice	21.000	21.000	0.201
						4" Ice	33.000	33.000	0.579
(3) TDB6400	Α	None		0.000	90.000	No Ice	16.200	16.200	0.135
(-, 20.00	••	110110		0.000	70.000	1/2" Ice	21.600	21.600	0.133
						1" Ice	27.000	27.000	0.249
						2" Ice	37.800	37.800	0.591
						4" Ice	59.400	59.400	1.047
2&3-ARM CLAMP-ON (5')	Α	None		0.000	113.000	No Ice	10.770	10.770	0.863
		THOME		0.000	115.000	1/2" Ice	11.790	11.790	0.803
						1" Ice	12.810	12.810	1.095
						2" Ice	14.850	14.850	1.327
						4" Ice	18.930	18.930	1.791

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Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	Placement		C _A A _A Front	C _A A _A Side	Weight
			ft	deg	ft		ft²	ft²	K
N-PIPE 2"x50"	A	None		0.000	113.000	No Ice	2.750	2.750	0.045
						1/2" Ice	3.420	3.420	0.069
						1" Ice	4.090	4.090	0.093
						2" Ice	5.430	5.430	0.141
						4" Ice	8.110	8.110	0.237
2&3-ARM CLAMP-ON (5')	Α	None		0.000	90.000	No Ice	10.770	10.770	0.135
						1/2" Ice	11.790	11.790	0.249
						1" Ice	12.810	12.810	0.363
						2" Ice	14.850	14.850	0.591
						4" Ice	18.930	18.930	1.047
N-PIPE 2"x50"	Α	None		0.000	90.000	No Ice	2.750	2.750	0.045
						1/2" Ice	3.420	3,420	0.069
						1" Ice	4.090	4.090	0.093
						2" Ice	5.430	5.430	0.141
						4" Ice	8.110	8.110	0.237

Dishes

Description	Face or Leg	Dish Type	Offset Type	Offset Distance ft	Azimuth Adjustment deg	Elevation ft	Outside Diameter ft		Aperture Area ft ²	Weight K
4' Grid Dish		Grid	None		Worst	190.000	4.000	No Ice	12.566	0.087
								1/2" Ice	13.095	0.130
								1" Ice	13.624	0.173
			-					2" Ice	14.683	0.259
								4" Ice	16.799	0.431
4' Grid Dish		Grid	None		Worst	180.000	4.000	No Ice	12.566	0.087
								1/2" Ice	13.095	0.130
								1" Ice	13.624	0.173
					•			2" Ice	14.683	0.259
								4" Ice	16.799	0.431

Tower Pressures - No Ice

 $G_H = 1.690$

Section Elevation	z	Kz	q_z	A_G	F a	A_F	A_R	Aleg	Leg %	$C_A A_A$ In	C _A A _A Out
ft	ft		ksf	ft²	c e	ft²	ft²	ft²		Face ft²	Face ft ²
L1 190.08-		1.619	0.030	43.341	Α	0.000	43.341	43.341	100.00	0.000	0.000
167.25	43	1			В	0.000	43.341		100.00		
					c	0.000	43.341		100.00		
L2 167.25-	149.51952	1.54	0.028	82.421	A	0.000	82.421	82.421	100.00	0.000	0.000
133.58	2				В	0.000	82.421		100.00		
					c	0.000	82.421		100.00		

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Section Elevation	z	Kz	q_z	A_G	F a	A_F	A_R	A_{leg}	Leg %	C _A A _A In	$C_A A_A$ Out
a.	م ا			a?	с		n?	.,		Face	Face
	Ji		ksf	ft ²	e	ft ²	ft ²	ft ²		ft ^e	ft²
L3 133.58-	116.47296	1.434	0.027	101.397	Α	0.000	101.397	101.397	100.00	0.000	0.000
100.75	85				В	0.000	101.397		100.00		
					С	0.000	101.397		100.00		
L4 100.75-	84.186620	1.307	0.024	118.333	Α	0.000	118.333	118.333	100.00	0.000	0.000
68.75	2				В	0.000	118.333		100.00		
					C	0.000	118.333		100.00		
L5 68.75-37.5	52.650364	1.143	0.021	133.952	Α	0.000	133.952	133.952	100.00	0.000	0.000
	9				В	0.000	133.952		100.00	ļ	
					C	0.000	133.952		100.00		
L6 37.5-0	18.247049	1	0.018	182.031	Α	0.000	182.031	182.031	100.00	0.000	0.000
	7				В	0.000	182.031		100.00		
					C	0.000	182.031		100.00	[į

Tower Pressure - With Ice

 $G_H = 1.690$

Section Elevation	z	Kz	q_z	A_G	F a	A_F	A_R	Aleg	Leg %	$C_A A_A$ In	$C_A A_A$
					c		ĺ		70	Face	Out Face
ft	ft		ksf	ft ²	e	ft ²	ft²	ft²		ft ²	ft ²
L1 190.08-	178.12739	1.619	0.023	45.244	A	0.000	45.244	45.244	100.00	0.000	0.000
167.25	43				В	0.000	45.244		100.00	0.000	0.000
					С	0.000	45.244		100.00		
L2 167.25-	149.51952	1.54	0.022	85.227	Α	0.000	85.227	85.227	100.00	0.000	0.000
133.58	2				В	0.000	85.227		100.00		
					C	0.000	85.227		100.00		
L3 133.58-	116.47296	1.434	0.020	104.133	Α	0.000	104.133	104.133	100.00	0.000	0.000
100.75	85				В	0.000	104.133		100.00		
					· C	0.000	104.133		100.00		
L4 100.75-	84.186620	1.307	0.018	121.000	Α	0.000	121.000	121.000	100.00	0.000	0.000
68.75	2				В	0.000	121.000		100.00		
					C	0.000	121.000		100.00		
L5 68.75-37.5	52.650364	1.143	0.016	136.556	Α	0.000	136.556	136.556	100.00	0.000	0.000
	9				В	0.000	136.556		100.00		
160750	10.045040				C	0.000	136.556		100.00		
L6 37.5-0	18.247049	1	0.014	185.156	A	0.000	185.156	185.156	100.00	0.000	0.000
	7				В	0.000	185.156		100.00		
					C	0.000	185.156		100.00		

Tower Forces - No Ice - Wind Normal (180)

Section	Add	Self	F	e	C_F	R_R	D_F	D_R	A_E	F	w	Ctrl.
Elevation	Weight	Weight	a									Face
			c									
ft	K	K	e						ft ²	K	klf	
L1 190.08-	0.094	1.597	Α	1	0.65	1	1	1	43.341	1.426	0.062	C
167.25			В	1	0.65	· 1	1	1	43.341			-
			С	1	0.65	1	1	1	43.341			
L2 167.25-	1.143	3.751	Α	1	0.65	1	1	1	82.421	2.579	0.077	l c
133.58	į		В	1	0.65	1	1	1	82.421			-
			С	1	0.65	1	1	1	82.421			

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	Sprint PCS	Robert M. Niemiec

Section Elevation	Add Weight	Self Weight	F a c	e	C_F	R_R	D_F	D_R	A _E	F	w	Ctrl. Face
ft	K	K	e						ft ²	K	1.10	
L3 133.58-	1.753	5.680	Α	1	0.65	1	1	1	101.397	2.954	klf	
100.75	ļ		В	1	0.65	1	1	1	101.397	2.934	0.090	C
T 4 100 77			С	1	0.65	1	1	1	101.397]	
L4 100.75-	1.740	6.811	A	1	0.65	1	1	1	118,333	3.142	0.098	С
68.75			В	1	0.65	1	1	1	118.333	3.142	0.096	·
L5 68.75-37.5	1 707		C	1	0.65	1	1	1	118.333			
13 06.73-37.3	1.707	7.903	Α	1	0.65	1	1	1	133.952	3.110	0.100	С
ł	ŀ	İ	В	1	0.65	1	1	1	133.952	-1010	0.100	C
L6 37.5-0	2.048	0.704	C	1	0.65	1	1	1	133.952			
20 37.5-0	2.046	8.794	A	1	0.65	1 [1	1	182.031	3.698	0.099	С
	ĺ		В	1	0.65	1	1	1.	182.031		0.077	Ü
Sum Weight:	8.485	24.526	С	1	0.65	1	1	1	182.031			
Orgini.	0.463	34.536	- }				1	OTM	1479.289	16.909		
									kip-ft			:

Tower Forces - No Ice - Wind 60 (0)

Section Elevation	Add Weight	Self Weight	F	e	C_F	R_R	D_F	D_R	A_E	F	w	Ctrl.
	Ů	weight	a c									Face
ft	K	K	e					ļ	ft ²	K		
L1 190.08-	0.094	1.597	A	1	0.65	1	1	1	43.341		klf	
167.25	l		В	1	0.65	î	1	1	43.341	1.426	0.062	C
			С	1	0.65	i	1	1	43.341			
L2 167.25-	1.143	3.751	Α	l îl	0.65	î	1	1	82.421	2.570	0.05=	_
133.58	J		В	i	0.65	i j	î	1	82.421	2.579	0.077	С
***	ĺ		C	1	0.65	î	î	1	82.421			ļ
L3 133.58-	1.753	5.680	A	1	0.65	il	î	1	101.397	2.954	0.000	
100.75			В	1	0.65	i l	i	1	101.397	2.934	0.090	С
			C	1]	0.65	ī	il	i	101.397			
L4 100.75-	1.740	6.811	Α	1	0.65	1	î	i	118.333	3.142	0.000	
68.75	ł		В	1	0.65	1	il	î	118.333	3.142	0.098	C
15 60 55 55 5			C	1	0.65	1	î l	ī	118.333			
L5 68.75-37.5	1.707	7.903	A	1	0.65	1	1	î	133.952	3.110	0.100	С
			В	1	0.65	1	ī	ī	133.952	5.110	0.100	L
162750			C	1	0.65	1	1	ī	133.952			
L6 37.5-0	2.048	8.794	Α	1	0.65	1	1	il	182.031	3.698	0.099	С
	f	i	В	1	0.65	1	1	il	182.031	3.076	0.099	C
C 337 : 1 .		ł	C	1	0.65	1	1	ī	182.031			
Sum Weight:	8.485	34.536					_	отм	1479.289	16.909		
						_ [1		kip-ft	10.909		

Tower Forces - No Ice - Wind 90

	Section Elevation	Add Weight	Self Weight	F a	e	C_F	R_R	D_F	D_R	A_E	F	w	Ctrl. Face
	ft	K	K	c e						fi²	ĸ	klf	ruce
ı	LI 190.08-	0.094	1.597	Α	1	0.65	1	1	1	43.341	1.426	0.062	



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Section Elevation	Add Weight	Self Weight	F a	e	C_F	R_R	D_F	D_R	A_E	F	w	Ctrl. Face
ft	K	K	c e						ft²	K	klf	
167.25			В	1	0.65	1	1	1	43.341			
			С	1	0.65	1	1	1	43.341			
L2 167.25-	1.143	3.751	Α	1	0.65	1	1	1	82.421	2.579	0.077	С
133.58			В	1	0.65	1	1	1	82.421			
			C	1	0.65	1	1	1	82.421			
L3 133.58-	1.753	5.680	Α	1	0.65	1	1	1	101.397	2.954	0.090	C
100.75			В	1	0.65	1	1	1	101.397			
			C	1	0.65	1	1	1	101.397			ŀ
L4 100.75-	1.740	6.811	Α	1	0.65	1	1	1	118.333	3.142	0.098	C
68.75			В	1	0.65	1	1	1	118.333			
			C	1	0.65	1	1	1	118.333			
L5 68.75-37.5	1.707	7.903	Α	1	0.65	1	1	1	133.952	3.110	0.100	C
			В	1	0.65	1	1	1	133.952			
			С	1	0.65	1	1	1	133.952			
L6 37.5-0	2.048	8.794	Α	1	0.65	1	1	1	182.031	3.698	0.099	С
			В	1	0.65	1	1	1	182.031			
			С	1	0.65	1	1	1	182.031			
Sum Weight:	8.485	34.536						OTM	1479.289	16.909		1
									kip-ft			

Tower Forces - With Ice - Wind Normal (180)

Section Elevation	Add Weight	Self Weight	F a	e	C_F	R_R	D_F	D_R	A_E	F	w	Ctrl. Face
ft	K	K	c e						ft²	K	klf	
L1 190.08-	0.094	1.922	A	1	0.65	1	1	1	45.244	1.128	0.049	С
167.25			В	1	0.65	1	1	1	45.244			
			С	1	0.65	1	1	1	45.244			
L2 167.25-	1.143	4.366	Α	1	0.65	1	1	1	85.227	2.021	0.060	C
133.58			В	1	0.65	1	1	1	85.227			
			С	1	0.65	1	1	1	85.227			
L3 133.58-	1.753	6.433	Α	1	0.65	1	1	1	104.133	2.299	0.070	С
100.75			В	1	0.65	1	1	1	104.133			
			C	1	0.65	1	1	1	104.133			
LA 100.75-	1.740	7.688	Α	1	0.65	1	1	1	121.000	2.435	0.076	С
68.75			В	1	0.65	1	1	1	121.000			
1			С	1	0.65	1	1	1	121.000			
L5 68.75-37.5	1.707	8.894	Α	1	0.65	1	1	1	136.556	2.403	0.077	С
			В	1	0.65	1	1	1	136.556			
			C	1	0.65	1	1	1	136.556			
L6 37.5-0	2.048	10.140	Α	1	0.65	1	1	1	185.156	2.851	0.076	C
			В	1	0.65	1	1	1	185.156			1 1
			C	1	0.65	1	1	1	185.156			
Sum Weight:	8.485	39.443						OTM	1154.430	13.138		
			l	İ					kip-ft			

Tower Forces - With Ice - Wind 60 (0)

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Section	Add	Self	F	e	C_F	R_R	D_F	D_R	A_E	F	w	Ctrl.
Elevation	Weight	Weight	а									Face
			c						-2			
ft	K	K	е						ft ²	K	klf	
L1 190.08-	0.094	1.922	Α	1	0.65	1	1	1	45.244	1.128	0.049	C
167.25			В	1	0.65	1	1	1	45.244	i		
			C	1	0.65	1	1	1	45.244			
L2 167.25-	1.143	4.366	Α	1	0.65	1	1	1	85.227	2.021	0.060	С
133.58			В	1	0.65	1	1	1	85.227			
			С	1	0.65	1	1	1	85.227			
L3 133.58-	1.753	6.433	Α	1	0.65	1	1	1	104.133	2.299	0.070	C
100.75			В	1	0.65	1	1	1	104.133			
			C	1	0.65	1	1	1	104.133			
L4 100.75-	1.740	7.688	Α	1	0.65	1	1	1	121.000	2.435	0.076	C
68.75			В	1	0.65	1	1	1	121.000			
			С	1	0.65	1	1	1	121.000			
L5 68.75-37.5	1.707	8.894	Α	1	0.65	1	1	1	136.556	2.403	0.077	C
	.0		В	1	0.65	1	1	1	136.556			
			С	1	0.65	1	1	1	136.556			
L6 37.5-0	2.048	10.140	Α	1	0.65	1	1	1	185.156	2.851	0.076	С
]			В	1	0.65	1	1	1	185.156			
			С	1	0.65	1	1	1	185.156			
Sum Weight:	8.485	39.443		1				OTM	1154.430	13.138		
									kip-ft			

Tower Forces - With Ice - Wind 90

Section	Add	Self	F	e	C_F	R_R	D_F	D_R	A_E	F	w	Ctrl.
Elevation	Weight	Weight	a									Face
]		c						c.2	7/	1.10	
ft	K	K	e						ft ²	K	klf	
L1 190.08-	0.094	1.922	Α	1	0.65	1	1	1	45.244	1.128	0.049	C
167.25			В	1	0.65	1	1	1	45.244			
1			C	1	0.65	1	1	1	45.244			
L2 167.25-	1.143	4.366	Α	1	0.65	1	1	1	85.227	2.021	0.060	С
133.58			В	1	0.65	1	1	1	85.227			
			С	1	0.65	1	1	1	85.227			
L3 133.58-	1.753	6.433	Α	1	0.65	1	1	1	104.133	2.299	0.070	С
100.75			В	1	0.65	1	1	1	104.133			
			С	1	0.65	1	1	1	104.133			
L4 100.75-	1.740	7.688	Α	1	0.65	1	1	1	121.000	2.435	0.076	C
68.75			В	1	0.65	1	1	1	121.000			
			С	1	0.65	1	1	1	121.000			
L5 68.75-37.5	1.707	8.894	Α	1	0.65	1	1	1	136.556	2.403	0.077	C
	·		В	1	0.65	1	1	1	136.556			
]			С	1	0.65	1	1	1	136.556			1
L6 37.5-0	2.048	10.140	Ā	i	0.65	1	1	1	185.156	2.851	0.076	C
			В	1	0.65	1	1	1	185.156			
			١č	1 1	0.65	1	1	1	185.156			
Sum Weight:	8.485	39.443		•	3.00	_		OTM	1154.430	13.138		ĺ
	51.102	2,1110							kip-ft			

Discrete Forces - No Ice

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Section	Add	z	K _z	q_z	G_H	C_AA_C	t _z	F_C
Elevation	Weight		`	1"	"	J 77.10	"	1.0
ft	K	ft		ksf		ft²	in	K
170	0.220	170.000	1.597	0.030	1.690	45.080		2.251
160	0.220	160.000	1.570	0.029	1.690	45.080		2.212
150	0.220	150.000	1.541	0.029	1.690	45.080		2.172
140	0.220	140.000	1.511	0.028	1.690	45.080		2.129
190	0.050	190.000	1.649	0.030	1.690	6.000		0.309
185	0.100	185.000	1.636	0.030	1.690	12.600		0.645
180	0.030	180.000	1.624	0.030	1.690	3.600		0.183
190	0.863	190.000	1.649	0.030	1.690	10.770		0.555
190	0.030	190.000	1.649	0.030	1.690	1.830		0.094
185	0.644	185.000	1.636	0.030	1.690	7.320		0.374
185	0.030	185.000	1.636	0.030	1.690	1.830		0.094
180	0.863	180.000	1.624	0.030	1.690	10.770		0.547
180	0.015	180.000	1.624	0.030	1.690	0.920		0.047
170	1.500	170.000	1.597	0.030	1.690	17.300		0.864
160	1.500	160.000	1.570	0.029	1.690	17.300		0.849
150	1.500	150.000	1.541	0.029	1.690	17.300		0.833
140	1.500	140.000	1.511	0.028	1.690	17.300		0.817
113	0.075	113.000	1.421	0.026	1.690	9.000		0.400
90	0.135	90.000	1.332	0.025	1.690	16.200		0.674
113	0.863	113.000	1.421	0.026	1.690	10.770		0.479
113	0.045	113.000	1.421	0.026	1.690	2.750		0.122
90	0.135	90.000	1.332	0.025	1.690	10.770		0.448
90	0.045	90.000	1.332	0.025	1.690	2.750		0.114
Sum Weight:	10.803	İ				OTM	2634.728	17.213
					İ		kip-ft	17.213

Discrete Forces - With Ice

Section	Add	z	K _z	q_z	G_H	C_AA_C	tz	F_C
Elevation	Weight	İ	-			- 11-0]	1
ft	K	ft		ksf		ft²	in	K
170	0.264	170.000	1.597	0.022	1.690	50.260	0.500	1.902
160	0.264	160.000	1.570	0.022	1.690	50.260	0.500	1.869
150	0.264	150.000	1.541	0.022	1.690	50.260	0.500	1.835
140	0.264	140.000	1.511	0.021	1.690	50.260	0.500	1.799
190	0.092	190.000	1.649	0.023	1.690	8.000	0.500	0.313
185	0.100	185.000	1.636	0.023	1.690	12.600	0.500	0.488
180	0.056	180.000	1.624	0.023	1.690	4.800	0.500	0.185
190	0.979	190.000	1.649	0.023	1.690	11.790	0.500	0.461
190	0.046	190.000	1.649	0.023	1.690	2.280	0.500	0.089
185	0.713	185.000	1.636	0.023	1.690	7.970	0.500	0.309
185	0.046	185.000	1.636	0.023	1.690	2.280	0.500	0.088
180	0.979	180.000	1.624	0.023	1.690	11.790	0.500	0.454
180	0.023	180.000	1.624	0.023	1.690	1.140	0.500	0.044
170	2.030	170.000	1.597	0.022	1.690	22.100	0.500	0.836
160	2.030	160.000	1.570	0.022	1.690	22.100	0.500	0.822
150	2.030	150.000	1.541	0.022	1.690	22.100	0.500	0.807
140	2.030	140.000	1.511	0.021	1.690	22.100	0.500	0.791
113	0.138	113.000	1.421	0.020	1.690	12.000	0.500	0.404
90	0.249	90.000	1.332	0.019	1.690	21.600	0.500	0.682
113	0.979	113.000	1.421	0.020	1.690	11.790	0.500	0.397
113	0.069	113.000	1.421	0.020	1.690	3.420	0.500	0.115
90	0.249	90.000	1.332	0.019	1.690	11.790	0.500	0.372
90	0.069	90.000	1.332	0.019	1.690	3.420	0.500	0.108
Sum Weight:	13.963					OTM	2313.731	15.171
							kip-ft	

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Dish Forces - No Ice

Section Elevation ft	Dish Type	Add Weight K	K _z	A_A ft^2	CA	q₂ ksf	t _z in	F _C K
190.000	Grid	0.087	1.649	12.566	0.00152	0.030		0.385
180.000	Grid	0.087	1.624	12.566	0.00152	0.030		0.379
	Sum Weight:	0.174				OTM	141.230	0.763
	_						kip-ft	

Dish Forces - With Ice

Section	Dish	Add	K,	A_A	C_A	q_z	tz	F_C
Elevation	Туре	Weight						
ft		K		ft ²		ksf	in	K
190.000	Grid	0.130	1.649	13.095	0.00426	0.023	0.500	0.851
180.000	Grid	0.130	1.624	13.095	0.00426	0.023	0.500	0.838
	Sum Weight:	0.260				OTM	312.628	1.690
	_						kip-ft	

Force Totals

Load Case	Sum of Forces	Total Weight	Sum of Torques	Sum of Offset Weight Overturning Moments, Mx	Sum of Offset Weight Overturning Moments, Mz	Sum of Wind Overturning Moments
	K	K	kip-ft	kip-ft	kip-ft	kip-ft
Total Member Self-Weight		34.536				
Wind Normal	34.885	53.998	0.000	0.000	0.000	4255.247
Wind 60	34.885	53.998	0.000	0.000	0.000	4255.247
Wind 90	34.885	53.998	0.000	0.000	0.000	4255.247
Member Ice		4.907			:	
Wind Normal - Ice	29.998	62.151	0.000	0.000	0.000	3780.788
Wind 60 - Ice	29.998	62.151	0.000	0.000	0.000	3780.788
Wind 90 - Ice	29.998	62.151	0.000	0.000	0.000	3780.788

Load Combinations

Comb. No.		Description	
1	Dead Only		
2	Dead+Wind Normal		
3	Dead+Wind 60		
4	Dead+Wind 90		
5	Dead+Ice+Temp		
6	Dead+Wind Normal+Ice+Temp		
7	Dead+Wind 60+Ice+Temp		
8	Dead+Wind 90+Ice+Temp	·	

Maximum Member Forces

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Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial	Major Axis Moment	Minor Axis Moment
L1	190.08 -	Pole	Max Tension	1	K	kip-ft	kip-ft
	167.25		Max Tension	1	0.000	0.000	0.000
			Max. Compression	5	-7.604	0.000	0.000
			Max. Mx	6	-6.781	-101.700	0.000
			Max. My	8	-6.781	0.000	-101.700
			Max. Vy	2	8.758	-96.007	0.000
L2	167.25 -		Max. Vx	4	8.758	0.000	-96.007
LZ	133.58	Pole	Max Tension	1	0.000	0.000	0.000
	133.36		Man Camana	_			3,000
			Max. Compression	5	-19.994	0.000	0.000
			Max. Mx	2	-14.287	-593.772	0.000
			Max. My	4	-14.287	0.000	-593.772
			Max. Vy	2	21.218	-593.772	0.000
L3	133.58 -	Pole	Max. Vx	4	21.218	0.000	-593.772
	100.75	Tole	Max Tension	1	0.000	0.000	0.000
			Max. Compression	5	-29.367	0.000	0.000
			Max. Mx	2	-22.770	-1349.475	0.000
			Max. My	4	-22.770	0.000	-1349.475
			Max. Vy	2	25.539	-1349,475	0.000
L4	100 75 (0 75		Max. Vx	4	25.539	0.000	-1349,475
1.74	100.75 - 68.75	Pole	Max Tension	1	0.000	0.000	0.000
			Max. Compression	5	-39.361	0.000	0.000
			Max. Mx	2	-31.922	-2232.998	0.000
			Max. My	4	-31.922	0.000	-2232.998
			Max. Vy	2	29.910	-2232.998	0.000
L5	68.75 - 37.5		Max. Vx	4	29.910	0.000	-2232.998
w	00.73 - 37.3	Pole	Max Tension	1	0.000	0.000	0.000
			Max. Compression	5	-49.962	0.000	0.000
			Max. Mx	2	-42.055	-3197.983	0.000
			Max. My	4	-42.055	0.000	-3197.983
			Max. Vy	2	32.656	-3197.983	0.000
L6	37.5 - 0		Max. Vx	4	32.656	0.000	-3197.983
	31.3 - U	Pole	Max Tension	1	0.000	0.000	0.000
			Max. Compression	5	-62.151	0.000	0.000
			Max. Mx	2	-53.580	-4456.365	0.000
			Max. My	4	-53.580	0.000	-4456.365
			Max. Vy	2	35.523	-4456.365	0.000
			Max. Vx	4	35.523	0.000	-4456.365

Maximum Reactions

Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, Z K
Pole	Max. Vert	6	62.151	0.000	29.998
	Max. H _x	3	53.998	0.000	-34.885
	Max. H _z	2	53.998	0.000	-34.885
	Max. M _x Max. M _z	2	4456.365	0.000	34.885
		4	4456.365	-34.885	0.000
	Max. Torsion	1	0.000	0.000	0.000
	Min. Vert	1	53.998	0.000	0.000
	Min. H _x	4	53.998	-34.885	0.000
	Min. H _z	3	53.998	0.000	-34.885

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Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, 2 K
	Min. M _x	3	-4456.365	0.000	-34.885
	Min. Mz	3	0.000	0.000	-34.885
	Min. Torsion	2	0.000	0.000	34.885

Tower Mast Reaction Summary

Load Combination	Torsion kip-ft	Shear K	Vertical K	Overturning kip-ft
Dead Only	0.000			0.000
Dead+Wind Normal	0.000	34.885	53.998	4456.365
Dead+Wind 60	0.000	34.885	53.998	4456.365
Dead+Wind 90	0.000	34.885	53.998	4456.365
Dead+Ice+Temp	0.000	0.000	62.151	0.000
Dead+Wind	0.000	29.998	62.151	4002.156
Normal+Ice+Temp				
Dead+Wind 60+Ice+Temp	0.000	29.998	62.151	4002.156
Dead+Wind 90+Ice+Temp	0.000	29.998	62.151	4002.156

Solution Summary

	Su	m of Applied Force.	5		Sum of Reaction	ıs	
Load	PX	PY	PZ	PX	PΥ	PZ	% Error
Comb.	K	K	K	K	K	K	
1	0.000	-53.998	0.000	0.000	53.998	0.000	0.000%
2	0.000	-53.998	-34.885	0.000	53.998	34.885	0.000%
3	0.000	-53.998	34.885	0.000	53.998	-34.885	0.000%
4	34.885	-53.998	0.000	-34.885	53.998	0.000	0.000%
5	0.000	-62.151	0.000	0.000	62.151	0.000	0.000%
6	0.000	-62.151	-29.998	0.000	62.151	29.998	0.000%
7	0.000	-62.151	29.998	0.000	62.151	-29.998	0.000%
8	29.998	-62.151	0.000	-29.998	62.151	0.000	0.000%

Maximum Tower Deflections

Section No.	Elevation	Horz. Deflection	Gov. Load	Tilt	Twist
	ft	in	Comb.	deg	deg
L1	190.08 - 167.25	137.978	2	6.085	0.000
L2	167.25 - 133.58	109.204	2	5.912	0.000
L3	133.58 - 100.75	70.284	2	5.031	0.000
L4	100.75 - 68.75	39.752	2	3.850	0.000
L5	68.75 - 37.5	18.260	2	2.594	0.000
L6	37.5 - 0	5.335	2	1.394	0.000

Critical Deflections and Radius of Curvature

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	Sprint PCS	Robert M. Niemiec

Elevation	Appurtenance	Gov. Load	Deflection	Tilt	Twist	Radius of Curvature
ft		Comb.	in	deg	deg	ft
190.000	4' Grid Dish	2	137.876	6.085	0.000	15377
190.000	(2) TDF7220	2	137.876	6.085	0.000	15377
190.000	2&3-ARM CLAMP-ON (5')	2	137.876	6.085	0.000	15377
190.000	N-PIPE 2"x50"	2	137.876	6.085	0.000	15377
185.000	(2) Yagi	2	131.514	6.064	0.000	15135
185.000	2&3-ARM CLAMP-ON (2')	2	131.514	6.064	0.000	15135
185.000	N-PIPE 2"x50"	2	131.514	6.064	0.000	15135
180.000	4' Grid Dish	2	125.170	6.037	0.000	7626
180.000	TDD7260	2	125.170	6.037	0.000	7626
180.000	2&3-ARM CLAMP-ON (5')	2	125.170	6.037	0.000	7626
180.000	N-PIPE 2"x50"	2	125.170	6.037	0.000	7626
170.000	(12) DAPA 48000	2	112.612	5.949	0.000	3831
170.000	Low profile platform	2	112.612	5.949	0.000	3831
160.000	(12) DAPA 48000	2	100.348	5.782	0.000	2791
160.000	Low profile platform	2	100.348	5.782	0.000	2791
150.000	(12) DAPA 48000	2	88.506	5.539	0.000	2258
150.000	Low profile platform	2	88.506	5.539	0.000	2258
140.000	(12) DAPA 48000	2	77.202	5.241	0.000	1852
140.000	Low profile platform	2	77.202	5.241	0.000	1852
113.000	(3) TDD7260	2	50.161	4.309	0.000	1536
113.000	2&3-ARM CLAMP-ON (5')	2	50.161	4.309	0.000	1536
113.000	N-PIPE 2"x50"	2	50.161	4.309	0.000	1536
90.000	(3) TDB6400	2	31.622	3.433	0.000	1502
90.000	2&3-ARM CLAMP-ON (5')	2	31.622	3.433	0.000	1502
90.000	N-PIPE 2"x50"	2	31.622	3.433	0.000	1502

Non-Linear Convergence Results

Load Combination.	Converged?	Number of Cycles	Displacement Tolerance	Force Tolerance
1	Yes	4	0.00000001	0.00000001
2	Yes	5	0.00000001	0.00000001
3	Yes	5	0.00000001	0.00000001
4	Yes	5	0.00000001	0.00000001
5	Yes	4	0.00000001	0.00000001
6	Yes	5	0.00000001	0.00000001
7	Yes	5	0.00000001	0.00000001
8	Yes	5	0.00000001	0.00000001

Compression Checks

Pole Design Data:

Section No.	Elevation	Size	L	L_n	Kl/r	Fa	Α	Actual P	Allow. Pa	Ratio P
	ft		ft	ft		ksi	in ²	K	K	P_a
Ll	190.08 - 167.25	TP26x19.563x0.25	22.830	22.830	249.2	2.404	20.433	-6.781	49.128	0.138
L2	167.25 -	TP34.063x24.688x0.313	33.670	33.670	190.1	4.130	33.476	-18.310	138.271	0.132

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	Sprint PCS	Robert M. Niemiec

Section No.	Elevation	Size	L	L_u	Kl/r	F_a	A	Actual P	Allow. P _a	Ratio P
ft		ft	ft		ksi	in ²	K	K	P_a	
	133.58									
L3	133.58 -	TP41.75x32.375x0.375	32.830	32.830	155.1	6.208	49.247	-22.770	305.707	0.074
	100.75									
L4	100.75 - 68.75	TP49.063x39.688x0.375	32.000	32.000	131.8	8.596	57.950	-31.922	498.131	0.064
L5	68.75 - 37.5	TP56.125x46.75x0.375	31.250	31.250	105.0	13.549	55.198	-37.306	747.870	0.050
L6	37.5 - 0	TP62.938x53.563x0.375	37.500	37.500	102.6	14.193	74.465	-53.581	1056.90	0.051
									0	

Pole Bending Design Data:

Section No.	Elevation	Size	Actual M _x	Actual f _{bx}	Allow. F _{bx}	Ratio f _{bx}	Actual M _y	Actual f _{by}	Allow. F _{by}	Ratio f _{by}
	ft		kip-ft	ksi	ksi	F_{bx}	kip-ft	ksi	ksi	F_{by}
Ll	190.08 - 167.25	TP26x19.563x0.25	-101.700	9.274	39.000	0.238	0.000	0.000	39.000	0.000
L2	167.25 - 133.58	TP34.063x24.688x0.313	-572.416	24.298	39.000	0.623	0.000	0.000	39.000	0.000
L3	133.58 - 100.75	TP41.75x32.375x0.375	1349.47 5	31.756	39.000	0.814	0.000	0.000	39.000	0.000
L4	100.75 - 68.75	TP49.063x39.688x0.375	2233.00	37.897	39.000	0.972	0.000	0.000	39.000	0.000
L5	68.75 - 37.5	TP56.125x46.75x0.375	2233.00	41.787	39.000	1.071	0.000	0.000	39.000	0.000
L6	37.5 - 0	TP62.938x53.563x0.375	4456.36 · 7	45.727	37.124	1.232	0.000	0.000	37.124	0.000

Pole Shear Design Data:

Section No.	Elevation	Size	Actual V	Actual f _v	Allow. F _v	Ratio f _v	Actual T	Actual f_{v_l}	Allow. F_{vi}	Ratio
	ft		K	ksi	ksi	$\overline{F_{\nu}}$	kip-ft	ksi	ksi	F_{vt}
L1	190.08 - 167.25	TP26x19.563x0.25	8.696	0.426	26.000	0.033	0.000	0.000	26.000	0.000
L2	167.25 - 133.58	TP34.063x24.688x0.313	19.648	0.587	26.000	0.045	0.000	0.000	26.000	0.000
L3	133.58 - 100.75	TP41.75x32.375x0.375	25.539	0.519	26.000	0.040	0.000	0.000	26.000	0.000
L4	100.75 - 68.75	TP49.063x39.688x0.375	29.910	0.516	26.000	0.040	0.000	0.000	26.000	0.000
L5	68.75 - 37.5	TP56.125x46.75x0.375	32.656	0.592	26.000	0.038	0.000	0.000	26.000	0.000
L6	37.5 - 0	TP62.938x53.563x0.375	35.523	0.477	26.000	0.037	0.000	0.000	26.000	0.000

Pole Interaction Design Data:

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Section No.	Elevation	Ratio P	Ratio f _{bx}	Ratio f_{by}	Ratio f _v	Ratio f _{vi}	Comb. Stress	Allow. Stress	Criteria
	ft	P_a	$\overline{F_{bx}}$	$\overline{F_{bv}}$	$\overline{F_{\nu}}$	F_{vi}	Ratio	Ratio	
Ll	190.08 - 167.25	0.138	0.238	0.000	0.033	0.000	0.377	1.333	Von Mises
L2	167.25 - 133.58	0.132	0.623	0.000	0.045	0.000	0.756	1.333	Von Mises
L3	133.58 - 100.75	0.074	0.814	0.000	0.040	0.000	0.889	1.333	Von Mises
L4	100.75 - 68.75	0.064	0.972	0.000	0.040	0.000	1.036	1.333	Von Mises
L5	68.75 - 37.5	0.050	1.071	0.000	0.038	0.000	1.122	1.333	Von Mises
L6	37.5 - 0	0.051	1.232	0.000	0.037	0.000	1.283	1.333	Von Mises

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Controlling Element	% Capacity	Pass Fail
L1	190.08 -	Pole	TP26x19.563x0.25	1	28.3	Pass
	167.25					
L2	167.25 -	Pole	TP34.063x24.688x0.313	2	56.7	Pass
	133.58					
L3	133.58 -	Pole	TP41.75x32.375x0.375	3	66.7	Pass
	100.75					
L4	100.75 - 68.75	Pole	TP49.063x39.688x0.375	4	77.7	Pass
L5	68.75 - 37.5	Pole	TP56.125x46.75x0.375	5	84.2	Pass
L6	37.5 - 0	Pole	TP62.938x53.563x0.375	6	96.2	Pass
					Summary	
				Pole	96.2	Pass
				RATING =	96.2	Pass

Element Map

Section No.	Section Elevation ft	Component Type	Element List
L1 L2 L3 L4	190.08-167.25 167.25-133.58 133.58-100.75 100.75-68.75	Pole Pole Pole Pole	1 2 3 4
L5 L6	68.75-37.5 37.5-0	Pole Pole	5 6 Total number of elements: 6

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Job Project	et No.		sheet
Description Evaluation of Base Plate and Anchor Bolts Comp	uted by	M.Sahirad	Date
ALLOWABLE STRESS DESIGN 9TH EDITION Calculation of round Base Plate for 18 sided monopole with Base Plate	te Having 45 a	unchar halte on a	Cirolo
Service moment: $OM := 4456000 \cdot lb \cdot ft$ Number Of Bolts := 45 outside diameter of pole' P := 54000 lb Withofnut := 2.625 · Wi	Plygonsic	le:=18 Df.:= 0.5:in: BoltDia	= 62.938:in imiter := 1:25:in ince := 1:5:in
BoltCircle := Dp + 2·Withofweld + Withofnut + Clearance·2 Use(round uo to nearest 1/8 inches) BoltCircle = 70.534 in			
Bolt Circle used BoltCircle := 68·in use 1.25 for cuting method MinimumEdgeDistance := 1.25·BoltDiamiter	`		$\frac{\pi \cdot 6}{180}$ $\frac{\text{BoltCircle}}{2}$
MinimumEdgeDistance = 1.56 in	$d_1 = 25.27i$	n	
DiameterOfpalte := BoltCircle + 2·MinimumEdgeDistance DiameterOfpalte = 71.13 in Use(round uo to nearest 1/4 inches) DiameterOfpalte := 71·ii BoltSpacing := $\pi \cdot \frac{\text{BoltCircle}}{\text{NumberOfBolts}}$	$d_2 = 21.85i$	n	$\frac{\pi \cdot 5}{180}$ BoltCircle
NumberOfBolts BoltSpacing = 4.747 in (>3d 3·BoltDiamiter = 3.75 in okay	`	360 NumberOfBolts	$\left(\frac{\pi\cdot 4}{180}\right)$. BoltCircle 2
SectionModuli := NumberOfBolts · BoltCircle 2/8	$d_3 = 18.02i$ $d_4 := \sin\left(\frac{1}{100}\right)$		$\frac{\pi \cdot 3}{180}$. BoltCircle
$F_u := 150 \cdot \frac{10^3 \cdot lb}{in}$ ASTM A-572	$d_4 = 13.83i$	n	,
SectionModuli = $2.6 \times 10^4 \text{in}^2$	`		$\left(\frac{\pi \cdot 2}{180}\right) \cdot \frac{\text{BoltCircle}}{2}$
$TensionPerBolt := \frac{OM \cdot \frac{BoltCircle}{2}}{SectionModuli} + \frac{P}{NumberOfBolts}$	$d_5 = 9.37 \text{ in}$ $d_6 := \sin\left(\frac{1}{1}\right)$		$\frac{\pi}{180}$ BoltCircle

AllowableTension := $\frac{4 \cdot 0.33 \cdot F_u \cdot BoltDiamiter^2 \cdot \pi}{3 \cdot 4}$

Increase allowable by 1.333 per TIA/EIA

 $d_6 = 4.73 \, in$

AllowableTension = 8.0994×10^4 lb

TensionPerBolt = 7.1098×10^4 lb

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Description	Evaluation of Base Plate and Anchor Bolt	Computed by	M.Sahirad	Date	07/02/01
		checked by		Date	

 $StressRatio := \frac{TensionPerBolt}{AllowableTension}$ This value must be equal or Less than 1

StressRatio = 0.878

resultant loaction = e

$$e := \frac{OM}{P}$$
 $e = 990.22 \text{ in}$

$$T_1 := \frac{P \cdot e \cdot d_1}{SectionModuli} + \frac{P}{NumberOfBolts} \qquad T_3 := \frac{P \cdot e \cdot d_3}{SectionModuli} + \frac{P}{NumberOfBolts}$$

$$T_2 := \frac{P \cdot e \cdot d_2}{SectionModuli} + \frac{P}{NumberOfBolts}$$

$$T_5 := \frac{P \cdot e \cdot d_5}{SectionModuli} + \frac{P}{NumberOfBolts}$$

$$T_6 := \frac{P \cdot e \cdot d_6}{\text{SectionModuli}} + \frac{P}{\text{NumberOfBolts}} \qquad T_1 = 5.3144 \times 10^4 \, \text{lb} \qquad T_2 = 4.613 \times 10^4 \, \text{lb}$$

SectionModuli NumberOfBolts
$$T_3 = 3.824 \times 10^4 \text{ lb}$$
Eccentricity :=
$$\frac{\text{BoltCircle} - \text{Dp}}{2}$$

$$T_5 = 2.0467 \times 10^4 \text{ lb}$$

$$T_6 = 1.0928 \times 10^4 \text{ lb}$$

Eccentricity =
$$2.05$$
 in

$$\mathbf{E}\mathbf{y} := 50.10^3 \cdot \frac{\mathbf{lb}}{\mathbf{m}^2} \quad \text{Grade 50 steel}$$

$$EffectiveWidth := \frac{\frac{(Dp + BoltCircle)}{2} \cdot \pi}{NumberOfBolts}$$

EffectiveWidth = 4.604 in

Platethickness :=
$$\sqrt{\frac{\left(T_1 + 2 \cdot T_2 + 2 \cdot T_3\right) \cdot \text{Eccentricity} \cdot 6}{.75 \cdot \text{Fy} \cdot 1.333 \cdot \left[\text{EffectiveWidth} \cdot (n+1)\right]}} \quad \text{n} := 5$$

Platethickness = 1.4in used 1.5in

$$T_3 := \frac{P \cdot e \cdot d_3}{SectionModuli} + \frac{P}{NumberOfBolts}$$

$$T_2 := \frac{P \cdot e \cdot d_2}{SectionModuli} + \frac{P}{NumberOfBolts} \qquad T_4 := \frac{P \cdot e \cdot d_4}{SectionModuli} + \frac{P}{NumberOfBolts}$$

$$T_1 = 5.3144 \times 10^4 \,\text{lb}$$
 $T_2 = 4.613 \times 10^4 \,\text{lb}$

$$T_3 = 3.824 \times 10^4 \text{ lb}$$
 $T_4 = 1.0546 \times 10^5 \text{ lb}$

$$T_5 = 2.0467 \times 10^4 \,\text{lb}$$
 $T_6 = 1.0928 \times 10^4 \,\text{lb}$

Increase fy by 1.333 per TIA/EIA

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	Checked by		Date		

SERVICE LOADS AT BASE OF THE MONOPOLE

		Design Loading				
Moment, kip-ft		4456.0 Bas	Based on URS result			
Shear, kips		35.0				
Axial Load, kips		54.0				
Anchor Bolts	Quantity	45.0				
	Length, ft	4.3				
	Circle Dia., in	68.0				
	Projection, in	8.5				
Foundation Parameters	1	•				
Pedestal Min. Width, in		86.00				
Pedestal Projection, in		6.0				
Found. Min Height, ft		4.0				
	Height, ft	Width, ft	Soil Unit Wt., pcf	55.00		
Footing	2.50	29.00	Concrete Unit Wt., pc	87.60		
Pedestal	5.00	7.50	Angle of friction	32.00		
Foundation Weight, kips Concrete, cub.yd. Soil Weight, kips Total Vertical Load, kips Kern of Eccentricity, ft		208.82 88.29 237.20 500.02 4.83	H= 4.50 B= 34.62			
Actual Eccentricity, ft Overturning Moment, kip-	-ft	9.44 4718.50				
Resisting Moment, kip-ft Allowable Gross Soil Pressure, ksf Allowable Net Soil Pressure, ksf Gross Soil Pressure, (Service Load), ksf		7250.24 4.0 0.0	(gross) max q= 2.27	(net) 1.74		
			min q= 0.00	1.74		

Safety Factor

Sf=

1.54

ULTIMATE STRENGTH DESIGN OF FOOTING

CONCRETE, psi 4000 STEEL, KSI 60

SHEAR IN FOOTING

1. CASE I -DEAD LOAD, TWO-WAY SHEAR

U= 1.4*D

Ultimate Vertical Load, kips 700.02
Ultimate Pressure, ksf 0.83

Ultimate shear V, kips 624.90
Design shear Vn, kips 2353.34 *Okay*

2. CASE II - WIND LOAD, ONE-WAY SHEAR

U=0.9*D+1.3*W

Ultimate Moment, kip-ft		6134.05
Ultimate Vertical Load, kips		450.01
Eccentricity, ft		13.63
Ultimate Pressure, ksf	quit=	11.90
Dist. from edge to critical sect., ft		8.75
Pressure distance ft	C=	2.61
Pressure @ critical section, ksf		0.00

Ultimate Shear, kips 450.01
Design Shear, kips 897.99 *Okay*

FLEXURE STRENGTH DESIGN

Ultimate Moment, kip-ft		Case I	1394.77			
		Case II	4446.49		q1=	0.00
Coefficient of Resistance		Rn=	295.8			
Reinforcement F	Ratio	r=	0.00516			
Min. Reinforcem	nent Ratio	r min	0.00180			
Min. Steel Area,	sq.in.	A1	43.14			
Type of Bars		#	9			
		Ab,in^2=	1.00			
BOTTOM	Min. Number of Bars		21.57			
	Actual Number of Bars		37.00	Okay		
	Actual Steel Area, sq.in.		37.00			
	Steel Ratio Actual	ra=	0.00443			
	Revised Coef. of Resist	Rn=	265.76			
	Design Moment, kip-ft		3995.30			
	Horizontal Spacing, in	shor=	9.50			
TOP	Min. Steel Area, sq.in		15.03			
	Min. Number of Bars		15.03			
	Actual Number of Bars		37.00	Okay		
	Top Steel Area, sq.in		37.00			
	Horizontal Spacing, in	shor=	9.50			

UKS CURPURATION					Page			ot	
Job			Project No			Sheet		of	
Descriptio	n		Computed by	MS	ahirad	Date	12/04/01	_	
			Checked by	1711. 0	amaa	Date	r		
	PEDE	STAL DE	SIGN						
Pedestal \			90	ι	Jitim. Momen	t 6043.1			
Concrete,			4						
Reinforce			60		Rebars,#	9			
Rebars , #		<i>'</i>	40		Area, sq.in	1.00			
Design Re			24		Area, sq.in	1.67			
	reinforcement rati nforcement ratio	10	0.0033	,	Rebar space,	ir 6.52			
Concrete			0.0049 3						
	out radius, in		41.50						
	-								
Benain	g about the m Angle, deg	Coord., in	Edge Dist., in		No.	Angle, deg	Coord in	Edge Dist., in	
No.	Angle, deg	00014., 111	Luge Dist., III		140.	Arigic, dog	00010.,	2ugo 2.0,	
1101	0	41.50	3.50		13	180	-41.50	86.50	
1	15	40.09	4.91		14	195	-40.09	85.09	
2	30	35.94	9.06		15	210		80.94	
3	45	29.34	15.66		16	225		74.34	
4	60	20.75	24.25		17	240		65.75	
5	75	10.74	34.26		18	255		55.74	
6	90	0.00	45.00		19	270		45.00	
7	105	-10.74	55.74		20 21	285 300		34.26 24.25	
8	120	-20.75	65.75					15.66	
9	135	-29.34	74.34		22	315		9.06	
10 11	150 165	-35.94 -40.09	80.94		23 24	330 345		4.91	
12	105	-40.09	85.09		24	343	40.00	4.01	
12									
)			7.0645						
Locatio	n of neutral a	ıxis c=, in	6.00						
Compre	ession zor	No.	ө	Force		Tension	No.	е	Force
		_		kips		zone	_		kips
		1	0.0015	67.50			2	0.0000	40.00
	0.003	2	0.0009	38.47		- 0.00007	3	0.0008 0.0036	40.96 100.00
eu=		24 23	0.0009	38.47	еу	= 0.00207	4 5	0.0030	100.00
•		3					6	0.0075	100.00
		3			•		7	0.0161	100.00
							8	0.0207	100.00
							9	0.0249	100.00
							10	0.0286	100.00
	Cor	crete, kips		1837.48			11	0.0314	100.00
							12	0.0331	100.00
	*						13	0.0337	100.00
							14	0.0331	100.00
							15 16	0.0314	100.00
							16 17	0.0286	100.00 100.00
							17 18	0.0249 0.0207	100.00
							19	0.0207	100.00
							20	0.0101	100.00
							21	0.0073	100.00
							22	0.0036	100.00
							23	0.0008	40.9

Total compression

Sold Street

Total tension, kips significant

		}

				Moment due to tension			
Moment F	orce	Mom. Arm.	Moment	Rebars	Force	Mom. Am. N	
Rebars	kips	in	k-ft		kips	in	k-ft
	•			2	0.00	40.09	0.00
	67.50	41.50	233.42	3	40.96	35.94	-122.67
1	38.47	40.09	128.51	4	100.00	29.34	-244.54
2	38.47	40.09		5	100.00	20.75	-172.92
[/] 23				6	100.00	10.74	-89.51
	1837.48	42.00	6430.80	7	100.00	0.00	0.00
Concrete				8	100.00	-10.74	89.51
001101010				9	100.00	-20.75	172.92
				10	100.00	-29.34	244.54
•				11	100.00	-35.94	299.50
•				12	100.00	-40.09	334.05
				13	100.00	-41.50	345.83
				14	100.00	-40.09	334.05
				15	100.00	-35.94	299.50
•				16	100.00	-29.34	244.54
				17	100.00	-20.75	172.92
				18	100.00	-10.74	89.51
•				19	100.00	0.00	0.00
				20	100.00	10.74	-89.51
				21	100.00		-172.92
				22			-244.54
				23		35.94	-122.67
. 1	Γotal in (compression	6921.24	Total in ten	sion		1367.60

7459.96 *Okay*

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