



Via FedEx and Email

Tracking #: **773444272617**

September 18, 2023

Connecticut Siting Council  
Attn: Melanie A. Bachman  
10 Franklin Square  
New Britain, CT 06051

**RE: Notice of Exempt Modification**  
**Facility Address: 70 Herb Road, Sharon, CT 06069**  
**Facility Coordinates: 41.791350, -73.425698**

Dear Ms. Bachman,

American Tower Corporation (ATC) currently maintains an existing Cellular Tower Facility (110' Stealth- Monopole) at 70 Herb Road, Sharon, CT. The property is owned by James E. Gillespie. ATC intends to install an Automatic transfer switch and remote monitoring circuitry to an existing generator. The purpose of this generator installation is to allow for shared back up emergency power option for current and future wireless carrier tenants.

The Cellular Tower Facility was originally approved via Docket No. 185 on November 12, 1998. Documentation has been included.

The planned modifications to the facility fall squarely within those activities explicitly provided for in R.C.S.A @ 16-50j-72(b)(2).

1. The proposed modifications will not result in an increase in the height of the existing structure.
2. The proposed modifications will not require the extension of the site boundary.
3. The proposed modifications will not increase noise levels at the facility by six decibels or more, or to levels that exceed state and local criteria.
4. The operation of the generator back up power facility will not increase radio frequency emissions at the facility to the level at or above the Federal Communications Commission safety standard.
5. The proposed modifications will not cause a change or alteration in the physical or environmental characteristics of the site.

318 West Ave., Saratoga Springs, NY 12866  
Office 518-306-1711 – Fax 518-306-1711  
[www.airosmithdevelopment.com](http://www.airosmithdevelopment.com)





6. The existing structure and its foundation can support the proposed loading if the tower will be re-enforced to support them. <<< NOTE – This condition is N/A. The proposed Generator is based on the ground, and not associated or loaded onto the tower or foundation.

Because this proposed generator is with the existing, approved compound space, and the applicant is NOT requesting an expansion of the ground space beyond approved dimensions, please accept this letter as notification pursuant to Regulations of Connecticut State Agencies @16-50j-73, for construction that constitutes and exempt modification pursuant to R.C.S.A. @16-50j-72(b)(2). In accordance with R.C.S.A. @16-50j-73, a copy of this letter is being sent to Brent Colley as First Selectman of the Town of Sharon, Stanley MacMillan Jr. as the Building Inspector & Fire Marshal of the Town of Sharon, Jamie Casey Land Use Administrator of the Town of Sharon, James E. Gillespie as the underlying property owner, and American Tower Corporation as tower owner.

If you have any questions, please contact me at [jschmidt@airosmithdevelopment.com](mailto:jschmidt@airosmithdevelopment.com) or (518) 300-0463

Sincerely,

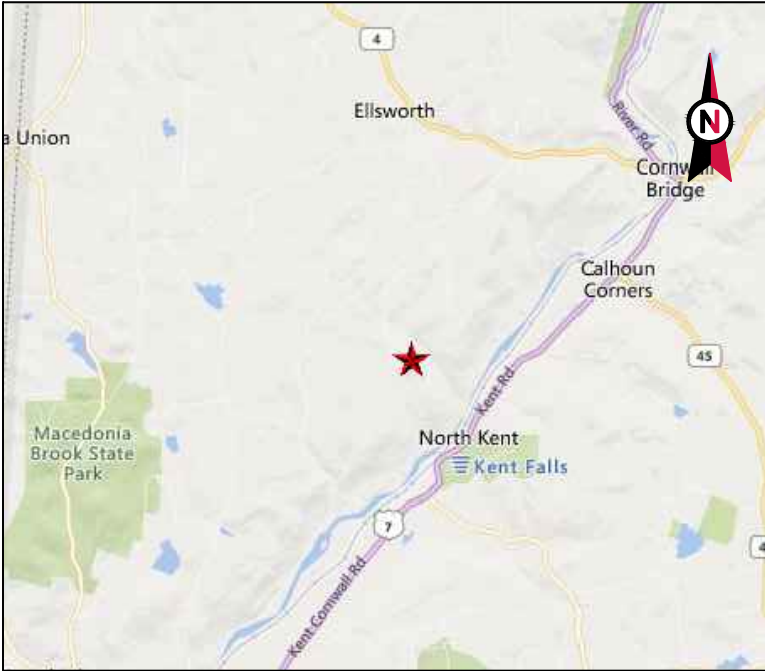
*Jennifer Schmidt*

**Jennifer Schmidt**

Assistant Manager, Project Implementation | [Airosmith Engineering](http://AirosmithEngineering.com)  
318 West Avenue | Saratoga Springs NY 12866  
518-300-0463 direct/cell | 518-306-1711 fax  
[jschmidt@airosmithdevelopment.com](mailto:jschmidt@airosmithdevelopment.com)

Enclosed: Check #11524 for \$625.00 for Filing Fees  
(3) Copies of Exempt Modification Notification and Supporting Documentation

cc: Brent Colley – First Selectman, Town of Sharon (*Via FedEx*)  
Stanley MacMillan, Jr. – Building Inspector, Town of Sharon (*Via FedEx*)  
Jamie Casey – Land Use Administrator, Town of Sharon (*Via FedEx*)  
James E. Gillespie – Property Owner (*Via FedEx*)  
American Tower Corporation – Tower Owner (*Via Email*)



VICINITY MAP



AMERICAN TOWER®

ATC SITE NAME: SHARON CT  
SITE NUMBER: 415974  
SITE ADDRESS: 70 HERB ROAD  
SHARON, CT 06069



LOCATION MAP

SHARED GENERATOR PROGRAM  
ADDITIONAL TENANT

COMPLIANCE CODE	PROJECT SUMMARY	PROJECT DESCRIPTION	SHEET INDEX				
<p>ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.</p> <p>1. INTERNATIONAL BUILDING CODE (IBC) 2. NATIONAL ELECTRIC CODE (NEC) 3. LOCAL BUILDING CODE 4. CITY/COUNTY ORDINANCES</p>	<p><u>SITE ADDRESS:</u></p> <p>70 HERB ROAD SHARON, CT 06069 COUNTY: LITCHFIELD</p> <p><u>GEOGRAPHIC COORDINATES:</u></p> <p>LATITUDE: 41.79135085 LONGITUDE: -73.42569857</p> <p><u>ZONING INFORMATION:</u></p> <p>JURISDICTION: LITCHFIELD PARCEL NUMBER: SHAR-000003-000002X</p>	<p>THE PROPOSED PROJECT INSTALLS AN AUTOMATIC TRANSFER SWITCH AND REMOTE MONITORING COMMUNICATIONS CIRCUITRY, TO AN EXISTING GENERATOR OPTIONAL STANDBY SYSTEM FOR A COMMUNICATION TOWER TENANT.</p>	SHEET NO:	DESCRIPTION:	REV:	DATE:	BY:
	<p><b>PROJECT TEAM</b></p> <p><u>ATC REGIONAL NETWORK DEVELOPMENT PROJECT MANAGER:</u></p> <p>WILLIAM MCELWAINE (412) 867-5637</p> <p><u>ATC NETWORK OPERATIONS CENTER:</u></p> <p>(877) 518-6937</p> <p><u>TOWER OWNER:</u></p> <p>AMERICAN TOWER 10 PRESIDENTIAL WAY WOBURN, MA 01801</p> <p><u>PROPERTY OWNER:</u></p> <p>JAMES E GILLESPIE P.O. BOX 791 SHARON, CT 06069</p> <p><u>ENGINEERED BY:</u></p> <p>ATC TOWER SERVICES 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518</p>	<p><b>PROJECT NOTES</b></p> <p>1. THE FACILITY IS UNMANNED. 2. A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE. 3. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF STORM WATER DRAINAGE. 4. NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED. 5. HANDICAP ACCESS IS NOT REQUIRED. 6. THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. § 1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.61000 (B)(7).</p>	G-001	TITLE SHEET	0	09/08/23	SLL
			G-002	GENERAL NOTES	0	09/08/23	SLL
			C-101	SITE PLAN	0	09/08/23	SLL
			C-501	TRENCHING AND H-FRAME DETAILS	0	09/08/23	SLL
<p><b>UTILITY COMPANIES</b></p> <p>POWER COMPANY: EVERSOURCE PHONE: (888) 783-6617</p> <p>TELEPHONE COMPANY: AT&amp;T PHONE: (866) 593-1383</p>		<p><b>PROJECT LOCATION DIRECTIONS</b></p> <p>HEAD EAST ON I-84 E, USE THE LEFT LANE TO TAKE EXIT 7 FOR US 7 N/US 202 E TOWARD BROOKFIELD/NEW MILFORD, CONTINUE ONTO US-202 E/US-7 N, CONTINUE TO FOLLOW US-7 N, CONTINUE ONTO US-202 E, TURN RIGHT ONTO STILL RIVER DR, STILL RIVER DR TURNS SLIGHTLY LEFT AND BECOMES GROVE ST/LOWER GROVE ST, CONTINUE TO FOLLOW GROVE ST, CONTINUE ONTO EAST ST, CONTINUE ONTO POPLAR ST, CONTINUE ONTO US-202 E/PARK LANE RD, CONTINUE TO FOLLOW US-202 E, SLIGHT LEFT ONTO CT-45 N/E SHORE RD, CONTINUE TO FOLLOW CT-45 N, TURN LEFT ONTO CT-341 W/CT-45 N, TURN RIGHT ONTO CT-45 N, SLIGHT RIGHT TO STAY ON CT-45 N, SLIGHT LEFT ONTO CT-4 W, TURN LEFT ONTO NORTHRUP RD, SLIGHT RIGHT TO STAY ON NORTHRUP RD, TURN LEFT ONTO S ELLSWORTH RD, S ELLSWORTH RD TURNS SLIGHTLY RIGHT AND BECOMES HERB RD, DESTINATION WILL BE ON THE LEFT</p>	C-502	CIVIL DETAILS	0	09/08/23	SLL
			E-601	ELECTRICAL ONE-LINE	0	09/08/23	SLL



AMERICAN TOWER®  
A.T. ENGINEERING SERVICES LLC  
3500 REGENCY PARKWAY  
SUITE 100  
CARY, NC 27518  
PHONE: (919) 468-0112  
PEC.0001553

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

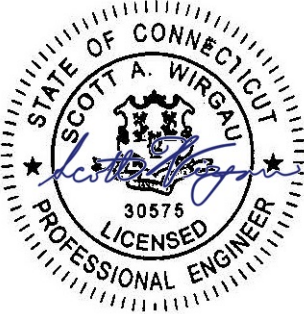
REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	SLL	09/08/23

ATC SITE NUMBER:  
415974

ATC SITE NAME:  
SHARON CT

SITE ADDRESS:  
70 HERB ROAD  
SHARON, CT 06069

SEAL:



DRAWN BY:	SLL
DATE DRAWN:	09/08/23
ATC JOB NO:	14512467_E2

TITLE SHEET

SHEET NUMBER:	REVISION:
G-001	0

GENERAL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO ALL CURRENT APPLICABLE FEDERAL, STATE, AND LOCAL CODES, INCLUDING ANSI/EIA/TIA-222, AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS.
2. CONTRACTOR SHALL CONTACT LOCAL 811 FOR IDENTIFICATION OF UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED INSPECTIONS.
4. ALL DIMENSIONS TO, OF, AND ON EXISTING BUILDINGS, DRAINAGE STRUCTURES, AND SITE IMPROVEMENTS SHALL BE VERIFIED IN FIELD BY CONTRACTOR WITH ALL DISCREPANCIES REPORTED TO THE ENGINEER.
5. DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS.
6. DETAILS SHOWN ARE TYPICAL; SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
7. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. CONTRACTOR SHALL BRACE STRUCTURES UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: LATERAL BRACING, ANCHOR BOLTS, ETC.
9. CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES, GROUNDS DRAINS, DRAIN PIPES, VENTS, ETC. BEFORE COMMENCING WORK.
10. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE ATC CM PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH REMEDIAL ACTION SHALL REQUIRE WRITTEN APPROVAL BY THE ATC CM PRIOR TO PROCEEDING.
11. EACH CONTRACTOR SHALL COOPERATE WITH THE ATC CM, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
12. CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED BY CONSTRUCTION OF THIS PROJECT TO MATCH EXISTING PRE-CONSTRUCTION CONDITIONS TO THE SATISFACTION OF THE ATC CONSTRUCTION MANAGER.
13. ALL CABLE/CONDUIT ENTRY/EXIT PORTS SHALL BE WEATHERPROOFED DURING INSTALLATION USING A SILICONE SEALANT.
14. WHERE EXISTING CONDITIONS DO NOT MATCH THOSE SHOWN IN THIS PLAN SET, CONTRACTOR SHALL NOTIFY THE ATC CONSTRUCTION MANAGER IMMEDIATELY.
15. CONTRACTOR SHALL ENSURE ALL SUBCONTRACTORS ARE PROVIDED WITH A COMPLETE AND CURRENT SET OF DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
16. CONTRACTOR SHALL REMOVE ALL RUBBISH AND DEBRIS FROM THE SITE AT THE END OF EACH DAY.
17. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH LANDLORD AND TAKE PRECAUTIONS TO MINIMIZE IMPACT AND DISRUPTION OF OTHER OCCUPANTS OF THE FACILITY.
18. CONTRACTOR SHALL FURNISH ATC WITH A PDF MARKED UP AS-BUILT SET OF DRAWINGS UPON COMPLETION OF WORK.
19. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH ATC CM TO DETERMINE WHAT, IF ANY, ITEMS WILL BE PROVIDED. ALL ITEMS NOT PROVIDED SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. CONTRACTOR WILL INSTALL ALL ITEMS PROVIDED.
20. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH ATC CONSTRUCTION MANAGER TO DETERMINE IF ANY PERMITS WILL BE OBTAINED BY ATC. ALL REQUIRED PERMITS NOT OBTAINED BY ATC MUST BE OBTAINED, AND PAID FOR, BY THE CONTRACTOR.
21. CONTRACTOR SHALL INSTALL ALL SITE SIGNAGE IN ACCORDANCE WITH ATC SPECIFICATIONS AND REQUIREMENTS.
22. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO ATC FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
23. ALL EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND LOCATED ACCORDING TO ATC SPECIFICATIONS, AND AS SHOWN IN THESE PLANS.
24. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
25. CONTRACTOR SHALL NOTIFY ATC CM A MINIMUM OF 48 HOURS IN ADVANCE OF POURING CONCRETE OR BACKFILLING ANY UNDERGROUND UTILITIES, FOUNDATIONS OR SEALING ANY WALL, FLOOR OR ROOF PENETRATIONS FOR ENGINEERING REVIEW AND APPROVAL.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY INCLUDING COMPLIANCE WITH ALL APPLICABLE OSHA STANDARDS AND RECOMMENDATIONS AND SHALL PROVIDE ALL NECESSARY SAFETY DEVICES INCLUDING PPE AND PPM AND CONSTRUCTION DEVICES SUCH AS WELDING AND FIRE PREVENTION, TEMPORARY SHORING, SCAFFOLDING, TRENCH BOXES/SLOPING, BARRIERS, ETC.
27. THE CONTRACTOR SHALL PROTECT AT HIS OWN EXPENSE, ALL EXISTING FACILITIES AND SUCH OF HIS NEW WORK LIABLE TO INJURY DURING THE CONSTRUCTION PERIOD. ANY DAMAGE CAUSED BY NEGLIGENCE ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, OR BY THE ELEMENTS DUE TO NEGLIGENCE ON THE PART OF THIS CONTRACTOR OR HIS

- REPRESENTATIVES, EITHER TO THE EXISTING WORK, OR TO HIS WORK OR THE WORK OF ANY OTHER CONTRACTOR, SHALL BE REPAIRED AT HIS EXPENSE TO THE OWNER'S SATISFACTION.
28. ALL WORK SHALL BE INSTALLED IN A FIRST CLASS, NEAT AND WORKMANLIKE MANNER BY MECHANICS SKILLED IN THE TRADE INVOLVED. THE QUALITY OF WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE ATC CM. ANY WORK FOUND BY THE ATC CM TO BE OF INFERIOR QUALITY AND/OR WORKMANSHIP SHALL BE REPLACED AND/OR REWORKED AT CONTRACTOR EXPENSE UNTIL APPROVAL IS OBTAINED.
29. IN ORDER TO ESTABLISH STANDARDS OF QUALITY AND PERFORMANCE, ALL TYPES OF MATERIALS LISTED HEREINAFTER BY MANUFACTURER'S NAMES AND/OR MANUFACTURER'S CATALOG NUMBER SHALL BE PROVIDED BY THESE MANUFACTURERS AS SPECIFIED.

CONCRETE AND REINFORCING STEEL NOTES:

1. DESIGN AND CONSTRUCTION OF ALL CONCRETE ELEMENTS SHALL CONFORM TO THE LATEST EDITIONS OF ALL APPLICABLE CODES INCLUDING: ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS", ACI 117 "SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS", AND ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE."
2. MIX DESIGN SHALL BE APPROVED BY ATC CM PRIOR TO PLACING CONCRETE.
3. CONCRETE SHALL BE NORMAL WEIGHT, 6 % AIR ENTRAINED (+/- 1.5%) WITH A SLUMP RANGE OF 3-5" AND HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 2500 PSI UNLESS OTHERWISE NOTED.
4. THE FOLLOWING MATERIALS SHALL BE USED:

PORTLAND CEMENT: ASTM C150, TYPE 2

REINFORCEMENT: ASTM A185, PLAIN STEEL WELDED WIRE FABRIC

REINFORCEMENT BARS: ASTM A615, GRADE 60, DEFORMED

NORMAL WEIGHT AGGREGATE: ASTM C33

WATER: ASTM C 94/C 94M

ADMIXTURES:

-WATER-REDUCING AGENT: ASTM C 494/C 494M, TYPE A

-AIR-ENTERING AGENT: ASTM C 260/C 260M

-SUPERPLASTICIZER: ASTM C494, TYPE F OR TYPE G

-RETARDING: ASTM C 494/C 494M, TYPE B
5. MINIMUM CONCRETE COVER FOR REINFORCING STEEL SHALL BE NO LESS THAN 3".
6. A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE IN ACCORDANCE WITH ACI 301 SECTION 4.2.4, UNLESS NOTED OTHERWISE.
7. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL, OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ATC CM APPROVAL WHEN DRILLING HOLES IN CONCRETE.
8. ADMIXTURES SHALL CONFORM TO THE APPROPRIATE ASTM STANDARD AS REFERENCED IN "METHOD 1" OF ACI 301.
9. DO NOT WELD OR TACK WELD REINFORCING STEEL.
10. ALL DOWELS, ANCHOR BOLTS, EMBEDDED STEEL, ELECTRICAL CONDUITS, PIPE SLEEVES, GROUNDS AND ALL OTHER EMBEDDED ITEMS AND FORMED DETAILS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
11. REINFORCEMENT SHALL BE COLD BENT WHENEVER BENDING IS REQUIRED.
12. DO NOT PLACE CONCRETE IN WATER, ICE, OR ON FROZEN GROUND.
13. DO NOT ALLOW REINFORCEMENT, CONCRETE OR SUBBASE TO FREEZE DURING CONCRETE CURING AND SETTING PERIOD, OR FOR A MINIMUM OF 3 DAYS AFTER PLACEMENT.
14. FOR COLD-WEATHER(ACI 306) AND HOT-WEATHER(ACI 301M) CONCRETE PLACEMENT, CONFORM TO APPLICABLE ACI CODES AND RECOMMENDATIONS. IN EITHER CASE, MATERIALS CONTAINING CHLORIDE, CALCIUM, SALTS, ETC. SHALL NOT BE USED. PROTECT FRESH CONCRETE FROM WEATHER FOR 7 DAYS, MINIMUM.
15. ALL CONCRETE SHALL HAVE A "SMOOTH FORM FINISH."
16. UNLESS OTHERWISE NOTED:

A. ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615/A 615M/A-996, GRADE 60.

B. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
17. SPLICING OF REINFORCEMENT IS PERMITTED ONLY AT LOCATIONS SHOWN IN THE CONTRACT DRAWINGS OR AS ACCEPTED BY THE ENGINEER. UNLESS OTHERWISE SHOWN OR NOTED REINFORCING STEEL SHALL BE SPLICED TO DEVELOP ITS FULL TENSILE CAPACITY (CLASS A) IN ACCORDANCE WITH ACI 318.
18. REINFORCING BAR DEVELOPMENT LENGTHS, AS COMPUTED IN ACCORDANCE WITH ACI 318, FORM THE BASIS FOR BAR EMBEDMENT LENGTHS AND BAR SPLICED LENGTHS SHOWN IN THE

- DRAWINGS. APPLY APPROPRIATE MODIFICATION FACTORS FOR TOP STEEL, BAR SPACING, COVER AND THE LIKE.
19. DETAILING OF REINFORCING STEEL SHALL CONFORM TO "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" (ACI 315).
20. ALL SLAB CONSTRUCTION SHALL BE CAST MONOLITHICALLY WITHOUT HORIZONTAL CONSTRUCTION JOINTS, UNLESS SHOWN IN THE CONTRACT DRAWINGS.
21. LOCATION OF ALL CONSTRUCTION JOINTS ARE SUBJECT TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, CONFORMANCE WITH ACI 318, AND ACCEPTANCE OF THE ENGINEER. DRAWINGS SHOWING LOCATION OF DETAILS OF THE PROPOSED CONSTRUCTION JOINTS SHALL BE SUBMITTED WITH REINFORCING STEEL PLACEMENT DRAWINGS.
22. SPLICES OF WWF, AT ALL SPLICED EDGES, SHALL BE SUCH THAT THE OVERLAP MEASURED BETWEEN OUTERMOST CROSS WIRES OF EACH FABRIC SHEET IS NOT LESS THAN THE SPACING OF THE CROSS WIRE PLUS 2 INCHES, NOR LESS THAN 6".
23. BAR SUPPORTS SHALL BE ALL-GALVINIZED METAL WITH PLASTIC TIPS.
24. ALL REINFORCEMENT SHALL BE SECURELY TIED IN PLACE TO PREVENT DISPLACEMENT BY CONSTRUCTION TRAFFIC OR CONCRETE. TIE WIRE SHALL BE OF SUFFICIENT STRENGTH FOR INTENDED PURPOSE, BUT NOT LESS THAN NO. 18 GAUGE.
25. SLAB ON GROUND:

A. COMPACT SUBGRADE AND ENSURE THERE IS PLACE 6" GRAVEL BENEATH SLAB.

B. PROVIDE VAPOR BARRIER BENEATH SLAB ON GROUND.

STRUCTURAL STEEL NOTES:

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."
2. STRUCTURAL STEEL ROLLED SHAPES, PLATES AND BARS SHALL CONFORM TO THE FOLLOWING ASTM DESIGNATIONS:

A. ASTM A-572, GRADE 50 - ALL W SHAPES, UNLESS NOTED OR A992 OTHERWISE

B. ASTM A-36 - ALL OTHER ROLLED SHAPES, PLATES AND BARS UNLESS NOTED OTHERWISE.

C. ASTM A-500, GRADE B - HSS SECTION (SQUARE, RECTANGULAR, AND ROUND)

D. ASTM A-325, TYPE SC OR N - ALL BOLTS FOR CONNECTING STRUCTURAL MEMBERS

E. ASTM F-1554 07 - ALL ANCHOR BOLTS, UNLESS NOTED OTHERWISE
3. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
4. ALL FIELD CUT SURFACES, FIELD DRILLED HOLES AND GROUND SURFACES WHERE EXISTING PAINT OR GALVANIZATION REMOVAL WAS REQUIRED SHALL BE REPAIRED WITH (2) BRUSHED COATS OF ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURER'S RECOMMENDATIONS.
5. DO NOT DRILL HOLES THROUGH STRUCTURAL STEEL MEMBERS EXCEPT AS SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.
6. CONNECTIONS:

A. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE D1.1.

B. ALL WELDS SHALL BE INSPECTED VISUALLY. 25% OF WELDS SHALL BE INSPECTED WITH DYE PENETRANT OR MAGNETIC PARTICLE TO MEET THE ACCEPTANCE CRITERIA OF AWS D1.1. REPAIR ALL WELDS AS NECESSARY.

C. INSPECTION SHALL BE PERFORMED BY AN AWS CERTIFIED WELD INSPECTOR.

D. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE BURNING/WELDING PERMITS AS REQUIRED BY LOCAL GOVERNING AUTHORITY AND IF REQUIRED SHALL HAVE FIRE DEPARTMENT DETAIL FOR ANY WELDING ACTIVITY.

E. ALL ELECTRODES TO BE LOW HYDROGEN, MATCHING FILLER METAL, PER AWS D1.1, UNLESS NOTED OTHERWISE.

F. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WELDS, UNLESS NOTED OTHERWISE.

G. PRIOR TO FIELD WELDING GALVANIZING MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING ½" BEYOND ALL FIELD WELD SURFACES. AFTER WELD AND WELD INSPECTION IS COMPLETE, REPAIR ALL GROUND AND WELDED SURFACES WITH ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS RECOMMENDATIONS.



**AMERICAN TOWER®**  
**A.T. ENGINEERING SERVICES LLC**  
3500 REGENCY PARKWAY  
SUITE 100  
CARY, NC 27518  
PHONE: (919) 468-0112  
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THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
△	FOR CONSTRUCTION	SLL	09/08/23
△			
△			
△			
△			
△			

ATC SITE NUMBER:  
415974

ATC SITE NAME:  
SHARON CT

SITE ADDRESS:  
70 HERB ROAD  
SHARON,CT 06069



Digitally Signed: 2023-09-08



DRAWN BY:	SLL
DATE DRAWN:	09/08/23
ATC JOB NO:	14512467_E2

GENERAL NOTES

SHEET NUMBER:  
G-002

REVISION:  
0

SITE PLAN NOTES:

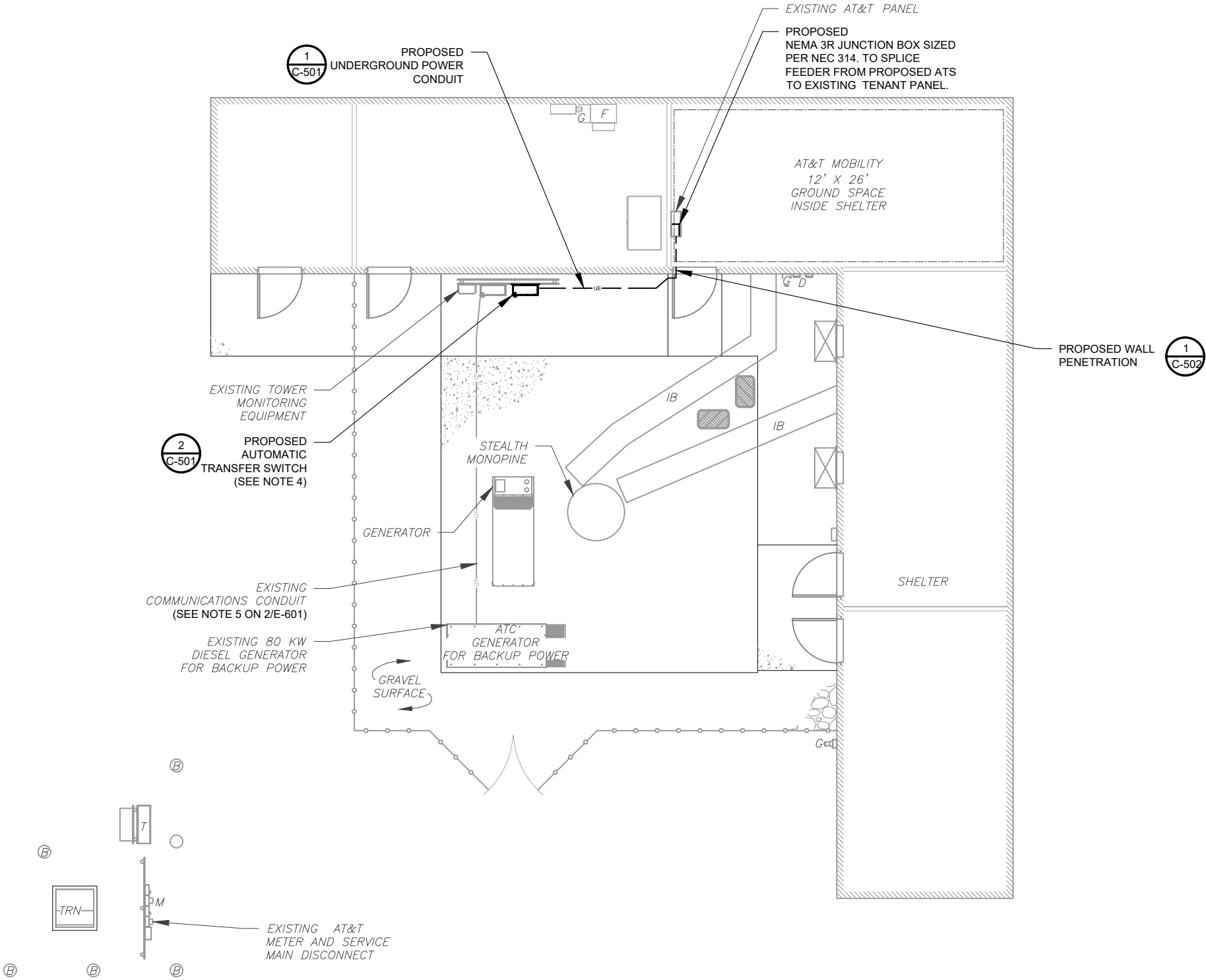
1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN. BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE ATC CONSTRUCTION MANAGER AND LOCAL UTILITY COMPANY FOR THE INSTALLATION OF CONDUITS, CONDUCTORS, BREAKERS, DISCONNECTS, OR ANY OTHER EQUIPMENT REQUIRED FOR ELECTRICAL SERVICE. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE STATE AND NATIONAL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS PROJECT.
4. CONTRACTOR SHALL INSURE THAT ALL WORKING SPACE REQUIREMENTS ARE MET PER APPLICABLE CODES AND MANUFACTURER SPECIFICATIONS.
5. ABOVE GROUND CONDUITS NEED TO BE SUPPORTED/FASTENED PER NEC 344, NEC 352, AND PER ATC CONSTRUCTION SPECIFICATIONS.
6. THE FOLLOWING SIGNS SHALL BE INSTALLED AT TENANT SERVICE MAIN DISCONNECT PER NEC 702.7.
- 6.1. "CAUTION: TWO SOURCES OF SUPPLY STANDBY GENERATOR LOCATED OUTDOORS"
- 6.2. "WARNING: SHOCK HAZARD EXISTS IF GROUNDING ELECTRODE CONDUCTOR OR BONDING JUMPER CONNECTION IN THIS EQUIPMENT IS REMOVED WHILE ALTERNATE SOURCE IS ENERGIZED"

RODENT CONTROL AROUND GENERATOR ENVELOPE:

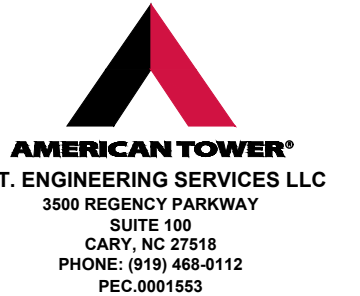
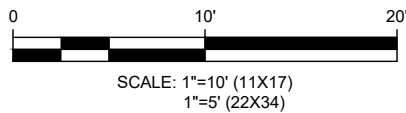
1. SEAL ALL CONDUITS ENTERING GENERATOR STUB UP AREA WITH RODENT RESISTANT CONDUIT/DUCT SEALANT.

LEGEND	
⊗	GROUNDING TEST WELL
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACLE
HH, V	HAND HOLE, VAULT
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
M	METER
PB	PULL BOX
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
— x —	CHAINLINK FENCE

APPROXIMATE TRENCH DISTANCES	
12'	POWER CONDUIT TRENCH



1 SITE PLAN



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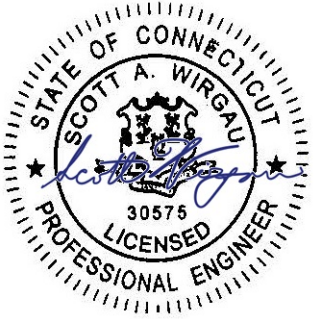
REV.	DESCRIPTION	BY	DATE
Δ	FOR CONSTRUCTION	SLL	09/08/23
Δ			
Δ			
Δ			
Δ			
Δ			

ATC SITE NUMBER:  
415974

ATC SITE NAME:  
SHARON CT

SITE ADDRESS:  
70 HERB ROAD  
SHARON, CT 06069

SEAL:



Digitally Signed: 2023-09-08

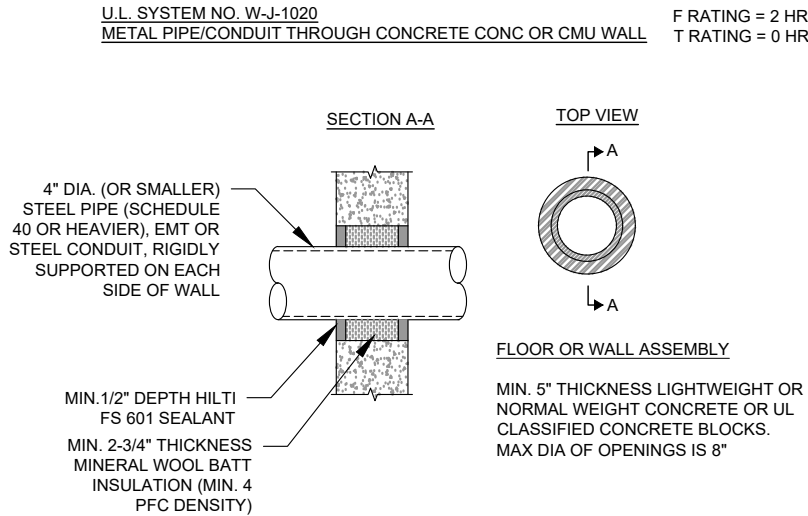


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DATE DRAWN:	09/08/23
ATC JOB NO:	14512467_E2

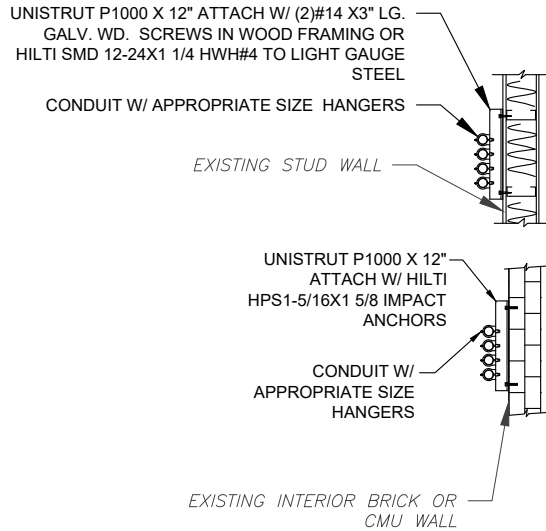
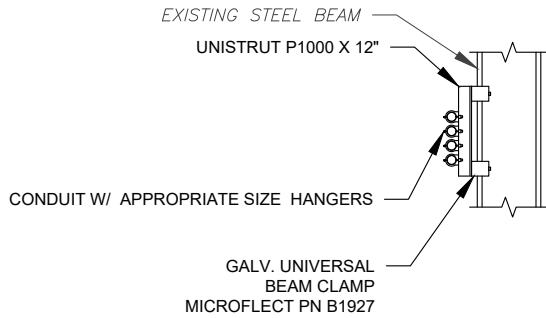
SITE PLAN

SHEET NUMBER:	REVISION:
C-101	0





1 CONCRETE/CMU PENETRATION DETAILS  
SCALE: NOT TO SCALE



2 CABLE CONDUIT SUPPORT  
SCALE: NOT TO SCALE



**AMERICAN TOWER®**  
**A.T. ENGINEERING SERVICES LLC**  
3500 REGENCY PARKWAY  
SUITE 100  
CARY, NC 27518  
PHONE: (919) 468-0112  
PEC.0001553

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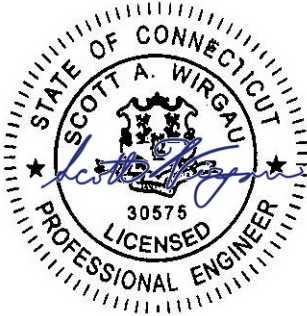
REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	SLL	09/08/23

ATC SITE NUMBER:  
415974

ATC SITE NAME:  
SHARON CT

SITE ADDRESS:  
70 HERB ROAD  
SHARON,CT 06069

SEAL:



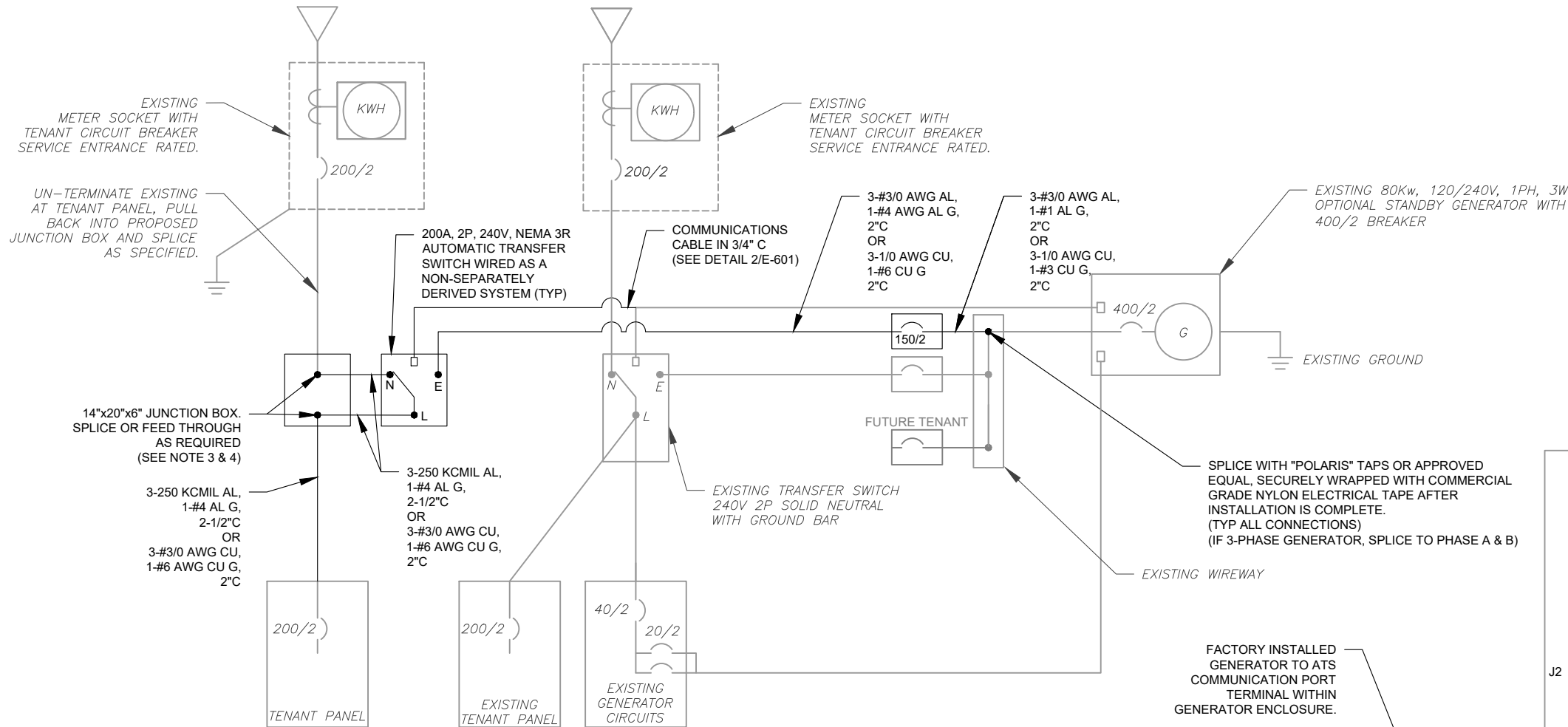
Digitally Signed: 2023-09-08



DRAWN BY:	SLL
DATE DRAWN:	09/08/23
ATC JOB NO:	14512467_E2

CIVIL DETAILS

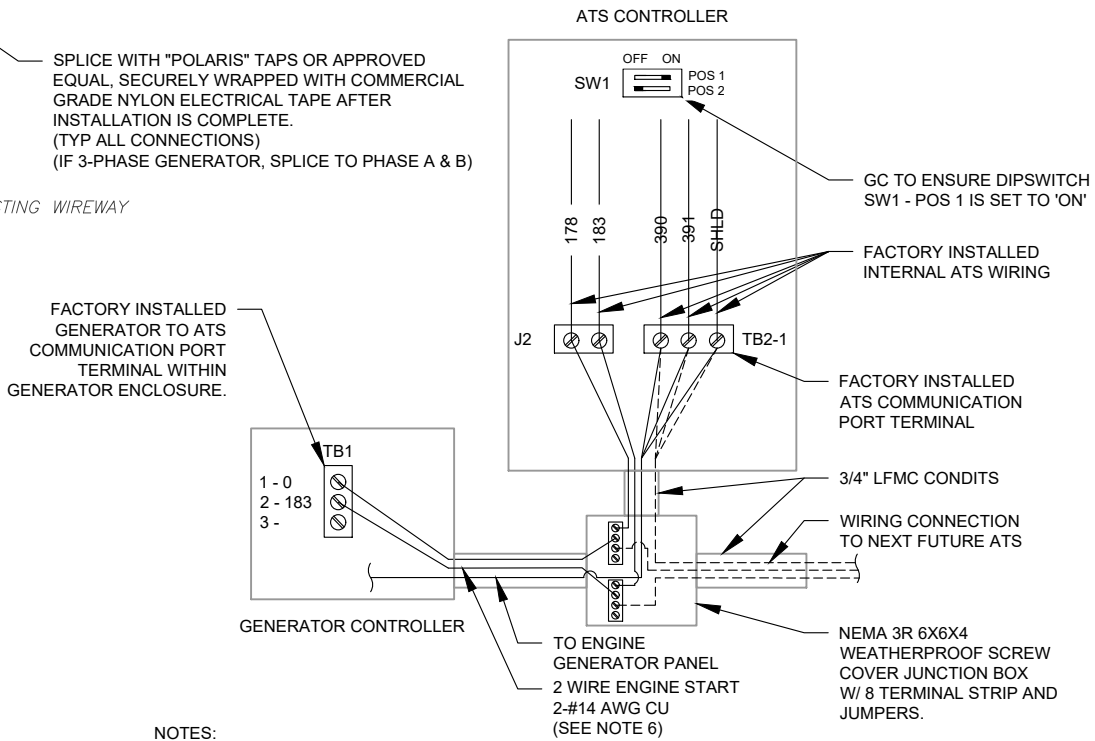
SHEET NUMBER:	REVISION:
C-502	0



ONE-LINE NOTES:

- CONNECT CT'S PER HTS OWNERS MANUAL-SECTION 3.11.2 INSTRUMENT PACKAGE
- SPLICE WITH "POLARIS" TAPS OR APPROVED EQUAL, SECURELY WRAPPED WITH COMMERCIAL GRADE NYLON ELECTRICAL TAPE AFTER INSTALLATION IS COMPLETE.
- UTILIZE EXISTING ENCLOSURES FOR SPLICING (PER NEC 312.8) OR INSTALL NEW JUNCTION BOX AS APPLICABLE PER SITE CONDITIONS AND CODES. SIZE JUNCTION BOX AS PER NEC 314.28
- IF TAPPING AT TENANT EQUIPMENT, NO TAPS MAY BE MADE WITHIN THEIR EXISTING EQUIPMENT, INCLUDING PPC.
- ALL CONDUIT SIZES SHOWN ARE MINIMUMS.

1 ELECTRICAL ONE-LINE DIAGRAM  
SCALE: NOT TO SCALE



NOTES:

- COMMUNICATION WIRING SHALL BE 2-CONDUCTOR WITH SHIELD, BELDEN #9460 OR EQUAL.
- COMMUNICATION WIRING SHALL BE INSTALLED IN SEPARATE CONDUITS FROM AC POWER AND CONTROL.
- CONNECT SHIELD, SHLD, AT EACH ATS, BUT DO NOT CONNECT THE SHIELD AT THE ENGINE GENERATOR. SET DIP SWITCHES IN ATS AS FOLLOWS, OR AS SUPERSEDED BY THE ATS INSTALLATION MANUAL:
  - DIP SWITCH 1
    - SWITCHES 1-3 AS PER INSTALLATION MANUAL PER VOLTAGE/PHASE OF SYSTEM.
    - SWITCH 6 ON FOR 3-PHASE, OFF FOR 1-PHASE.
    - SWITCH 7-8 TO ESTABLISH THE MODBUS ADDRESS OF THE ATS PER INSTALLATION MANUAL. 1ST ATS SHALL BE MODBUS ADDRESS 240, 2ND ADDRESS 241, 3RD ADDRESS 242, AND 4TH ADDRESS 243.
  - DIP SWITCH 2
    - SWITCH 1 ON FOR 60 HZ SYSTEM.
    - SWITCHES 2-6 NO FUNCTION.
    - SWITCHES 7-8 OFF-OFF FOR 4800 BAUD RATE.
- GC SHALL FIELD VERIFY IF 2 WIRE START HAS BEEN INSTALLED AND INSTALL IF NOT PRESENT.
- GC SHALL USE SEALTITE CONDUIT AND FITTINGS FROM J-BOX TO EACH ATS.

2 COMMUNICATIONS CABLE DETAIL  
SCALE: NOT TO SCALE



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**A.T. ENGINEERING SERVICES LLC**  
3500 REGENCY PARKWAY  
SUITE 100  
CARY, NC 27518  
PHONE: (919) 468-0112  
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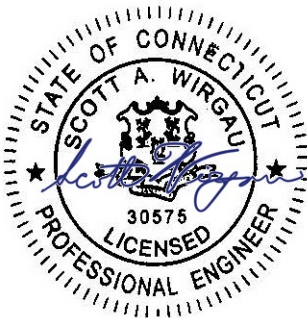
REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	SLL	09/08/23
1			
2			
3			
4			
5			

ATC SITE NUMBER:  
415974

ATC SITE NAME:  
SHARON CT

SITE ADDRESS:  
70 HERB ROAD  
SHARON,CT 06069

SEAL:



Digitally Signed: 2023-09-08



DRAWN BY:	SLL
DATE DRAWN:	09/08/23
ATC JOB NO:	14512467_E2

ELECTRICAL ONE-LINE

SHEET NUMBER:	REVISION:
E-601	0



**AMERICAN TOWER®**  
CORPORATION

**LETTER OF AUTHORIZATION FOR PERMITTING**

**Licensee Name: NEW CINGULAR WIRELESS PCS, LLC dba AT&T MOBILITY**

**@ ATC Site Name: SHARON CT ATC Site #: 415974 Project # ATC3990925**

**Site Address: 70 HERB RD., SHARON, CT 06069**

**APN: SHAR M:0003 B:0002-X L:0000**

**ALTERNATE APN: 30730**

**Site Acquisition Vendor (Applicant Representative): Airosmith, LLC**

I, Margaret Robinson, Vice President, UST Legal for American Tower\*, by and through its wholly owned subsidiary, ATC Sequoia LLC, Attorney-in-Fact for James E. Gillespie\*\*, the owner of the property located at the address identified above (the "Tower Facility"), do hereby authorize NEW CINGULAR WIRELESS PCS, LLC dba AT&T Mobility, Airosmith, LLC, its successors and assigns, and/or its agent (collectively, the "Licensee") to act as their non-exclusive agent for the sole purpose of filing and consummating any land-use or building permit application(s) as may be required by the applicable permitting authorities for Licensee's telecommunications' installation.

I understand that these applications may be approved with conditions. The above authorization is limited to the acceptance by Licensee only of conditions related to Licensee's installation and any such conditions of approval or modifications will be Licensee's sole responsibility.

Signature:

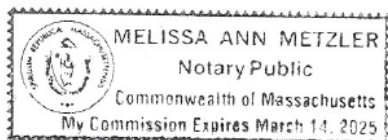
Print Name: Margaret Robinson  
Vice President, UST Legal  
American Tower\*

Commonwealth of MASSACHUSETTS  
County of Middlesex

This instrument was acknowledged before me by Margaret Robinson, Vice President, UST Legal for American Tower\*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal, this 11<sup>th</sup> day of September 2023.

NOTARY SEAL



Notary Public   
My Commission Expires: March 14, 2025

\*American Tower includes all affiliates and subsidiaries of American Tower Corporation.

\*\*For Authority, see Easement and Assignment Agreement attached herewith.

Receipt # 19069 Instr # 2019-00514



Local Tax \$0.00  
State Tax \$0.00

**VOL 208 PG 88**

08/27/2019 03:02:24 PM

15 Pages

EASEMENT

Sharon CT

Linda R. Amerighi, Town Clerk

**Prepared by and Return to:**

Attorney Alexander T. Maur, Land Management

Site No: 415974

Site Name: Sharon CT

c/o American Tower

10 Presidential Way

Woburn, MA 01801

Return to:

Solidifi Title & Closing

ATTN: Commercial Recording Department

88 Silva Lane Suite 210

Middleton, CT 06257

(Recorder's Use Above this Line)

*Prior Recorded Instrument  
at Vol. 202 Pg. 1008*

**STATE OF CONNECTICUT**

**Assessor's Parcel No.: SHAR-000003-000002**

**COUNTY OF LITCHFIELD**

**EASEMENT AND ASSIGNMENT AGREEMENT**

This Easement Agreement ("**Agreement**") dated as of July 26<sup>th</sup>, 2019 (the "**Effective Date**"), by and between **James E. Gillespie**, ("**Grantor**") and **ATC Sequoia LLC**, a Delaware limited liability company ("**Grantee**").

**BACKGROUND**

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

**AGREEMENTS**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual, nonexclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.
2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.
3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run

Site No: 415974

Site Name: Sharon CT

*PEAS*

with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "**Term**") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements

described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of adequate and sufficient consideration paid to Grantor pursuant to the terms of that certain Option Agreement to Purchase Communications Easement (the "**Option Agreement**"). Grantor and Grantee hereby declare that there may be additional payments due to Grantor by Grantee pursuant to the terms of the Option Agreement. The provisions in this Agreement should not be used in interpreting the applicable provisions in the Option Agreement that specifically survived Closing (as defined in the Option Agreement) with respect to consideration owed to Grantor by Grantee. Notwithstanding anything to the contrary in this Agreement, with the exception of any consideration that may still be owed pursuant to the Option Agreement, there shall be no other consideration owed to Grantor by Grantee under this Agreement. In the event this Agreement is terminated for any reason, any consideration owed hereunder or under the Option Agreement shall cease and Grantee shall not be required to make any further payments.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Within one hundred eighty (180) days of the expiration or earlier termination of this Agreement, Grantee shall remove all of its communications equipment and other personal property from the Easement Areas, and cause its lessees, sublessees and customers to do the same, including the removal of any foundation to one foot (1') below grade, but not including underground utilities, if any, and restore the Easement Areas to its original condition, reasonable wear and tear excepted. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have

the nonexclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. Grantor agrees to maintain the existing access road in a manner sufficient to allow pedestrian and vehicular access to the Exclusive Easement Area at all times except that Grantee shall be responsible for repairing any damage caused by the use of the road by Grantee and/or the Permitted Parties, reasonable wear and tear excepted. To the extent that Grantee is the sole user of the Access and Utility Easement from the nearest public right of way, Grantee will maintain the Access and Utility Easement in a manner sufficient for Grantee to access the Exclusive Easement Area at all times, and such maintenance and/or upkeep shall be to Grantee's sole and exclusive satisfaction. If Grantee is the sole user of only a portion of the Access and Utility Easement, Grantee will only have the obligation to maintain that portion of which Grantee has sole use, in a manner sufficient for Grantee to access the Exclusive Easement Area at all times, and such maintenance and/or upkeep shall be to Grantee's sole and exclusive satisfaction. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Non-Compete. During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Premises or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**"), without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder. Grantee may only assign this Agreement to a party with the financial capability of performing all of Grantee's obligations under this Agreement.

9. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of

Site No: 415974

Site Name: Sharon CT

Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against the all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties and/or the Current Agreement(s) (as defined below); (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) and demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Grantor shall not cause the area comprising the Easement Areas to be legally or otherwise subdivided from any master tract of which it is a part unless such subdivision is in accordance with all applicable law, including, but not limited to, local zoning regulations as they pertain to wireless telecommunications facilities. Grantor shall and hereby does indemnify and hold harmless Grantee from any and all damages and costs incurred by Grantee (including but not limited to loss of profits, incidental and consequential damages, attorney's fees and court costs) as a result of Grantor's failure to adhere to the requirements of this section. Grantor shall provide Grantee with written notice of any subdivision along with identification of the new parcel (including the tax parcel number) upon which the Easement Areas shall thereafter be located. In the event it is discovered that Grantor's subdivision of the Premises results in a violation or possible violation of applicable zoning laws and such violation or possible violation thereafter results in Grantee's inability to utilize the Easement Areas as contemplated in this Agreement, upon written notice by Grantee, Grantor shall undertake any and all acts necessary to cause the Easement Areas to comply with all applicable zoning laws. In no event shall Grantor undertake a subdivision of the Premises that results in the Easement Areas being located on more than one parcel and, in addition, any subdivision of the Premises shall insure that Grantee retains easements for access and utility purposes of the same or greater quality that exist as of the Effective Date from the Exclusive Easement Area to a public right of way. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in

Site No: 415974

Site Name: Sharon CT

obtaining all necessary approvals for such subdivision. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

d. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

e. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws. Grantee hereby agrees to and does indemnify and shall defend and hold harmless Grantor and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantee of the foregoing covenant of Grantee regarding Hazardous Materials. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of the foregoing covenant of Grantor regarding Hazardous Materials.

f. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

g. Grantee shall at all times during the Term of this Agreement and at Grantee's sole cost and expense, maintain in effect Worker's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Grantor against liability for bodily injury or death of any person in connection with the use, operation and condition of the Easement Areas, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Easement Areas and include Grantor as an additional insured. Upon written notice to Grantee, and not more than once every ten (10) years, Grantor may request that the coverage amounts above be reviewed and subject to change in accordance with prudent and commercially reasonable insurance standards. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

10. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this

Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

11. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

12. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee: ATC Sequoia LLC  
c/o American Tower  
10 Presidential Way  
CT 06069 Woburn, MA 01801

To Grantor: James E. Gillespie  
P.O. Box 791  
Sharon,

With copy to: ATC Sequoia LLC  
c/o American Tower  
116 Huntington Avenue  
Boston, MA 02116  
Attn: Legal Department

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

13. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

14. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

15. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

17. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

18. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

19. Government Approvals/Applications. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

20. Assignment of Ground Lease. Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the existing leases, licenses and other agreements for use or occupancy of the Easements, including, but not limited to, those agreements listed on Exhibit "D" attached hereto (the "Current Agreement" or "Current Agreements"), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder and including during any and all extensions thereof ("Contract Revenues"). Grantor hereby represents and warrants that as of the Effective Date there are no leases, license or other agreements pertaining to the Premises other than the Current Agreement(s). Notwithstanding the foregoing assignment to Grantee, Grantor agrees that Grantor remains the fee owner of the Premises and Grantor remains obligated to comply with all obligations of the lessor or Grantor under the Current Agreement(s), as the same may be extended or renewed, which relate to the ownership, maintenance, operation and use of the Premises. Such obligations are hereby expressly excluded from the foregoing assignment. Grantor hereby acknowledges that as of the Effective Date none of the improvements located at the Site pursuant to the Current Agreement(s) encroach outside the Premises. Grantor hereby certifies to Grantee that to the best of Grantor's knowledge the Current Agreement(s) are in full force and effect, that Grantor is not in default or breach of any of its obligations under the Current Agreement(s), that Grantor has received no notices alleging a default under the Current Agreement(s), and that as of the date hereof the lessee under the Current Agreement(s) has no claim against Grantor. Grantor agrees to indemnify and hold Grantee harmless from and against all loss, cost, damage, and expense, including, without limitation, reasonable attorney fees, arising out of any act, omission, or default by Grantor under the Current Agreement(s) that occurred prior to the Effective Date.

21. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

22. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "Survey") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

23. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

24. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTOR:**

James E. Gillespie,

Signature: *James E. Gillespie*

Print Name: **James E. Gillespie**

Date: 1/18/2019

**2 WITNESSES**

Signature: *Joy Sherwood*

Print Name: Joy Sherwood

Signature: *Jennie DeGray*

Print Name: Jennie DeGray

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Connecticut

County of Litchfield

On this 18<sup>th</sup> day of January, 2019, before me, the undersigned Notary Public, personally appeared **James E. Gillespie**, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Joy Sherwood*  
Notary Public

**JOY SHERWOOD**

Print Name: **NOTARY PUBLIC**

My commission expires: MY COMMISSION EXPIRES APR. 30, 2020

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Site No: 415974  
Site Name: Sharon CT

**GRANTEE:**

**ATC Sequoia LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: **Shawn Lanier**  
Title: **Vice President - Legal**  
Date: **7-26-2019**

**2 WITNESSES**

Signature: \_\_\_\_\_  
Print Name: **Nathaniel Cooke**

Signature: \_\_\_\_\_  
Print Name: **Nicole Montgomery**

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this the **26<sup>th</sup>** day of **July**, 201**9**, before me, the undersigned Notary Public, personally appeared **Shawn Lanier, Vice President** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

**Renee Byrd**  
Notary Public

My Commission Expires: \_\_\_\_\_



**RENEE BYRD**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 27, 2023

{Seal}

**Attachments:**

- Exhibit "A" – Premises
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area
- Exhibit "D" – Current Agreement(s)

Site No: 415974  
Site Name: Sharon CT

**Exhibit "A"**  
**The Premises**

*This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises*

The land referred to herein below is situated in the County of Litchfield, Town of Sharon, State of Connecticut, and is described as follows:

All that certain piece or parcel of land, with all improvements thereon, situated on the Easterly side of Herb Road, so-called, in the Town of Sharon, County of Litchfield and State of Connecticut, being shown as "NEW AREA LOT 7 LOT AREA 709,538 ± S.F. 16.29± Ac." on a certain map entitled "PROPERTY SURVEY LOT LINE ADJUSTMENT LOT #7 SUNRISE WOODS SUBDIVISION 72 HERB ROAD SHARON, CONNECTICUT " By Hrica Associates LLC Engineers Surveyors Date: 11/14/2017 1" = 50 ft., which map is certified substantially correct and is recorded in the Office of the Town Clerk of the Town of Sharon as Map 2183 and to which map reference is hereby made and which "NEW AREA LOT 7 LOT AREA 709,538 + S.F. 16.29± Ac." includes within its boundaries and specified acreage, the following area:

Beginning at an iron pin set in the easterly line of Herb Road so-called which pin marks the Southwesterly corner of the premises herein described and also marks the Northwesterly corner of lands now or formerly of Leonard H. Pouder and Gabrielle N. Pouder; thence running in the Northerly line of said land now or formerly of Pouder the following courses and distances: North 82° 58 ' 19 " East 263.53 feet to an iron pin; thence turning and running South 32° 21 ' 06 " East 116.24 feet to an iron pin; thence turning and running South 51° 34 ' 47 " East 337.58 feet to an iron pin in the Easterly line of the First Piece described above and which pin also marks the Northeasterly corner of the aforementioned lands now or formerly of Pouder; thence turning and running along the Easterly line of the above-described First Piece, North 29° 09 ' 44 " East 50.66 feet to an iron pin, which pin marks the Northeasterly corner of the parcel herein described and is set in the Southerly line of Lot 6 of Sunrise Woods Subdivision; thence turning and running in the Southerly line of Lot 6 of Sunrise Woods Subdivision the following courses and distances: North 51° 34 ' 47 " West 320.96 feet to an iron pin; thence turning and running North 32° 21 ' 06" West 139.42 feet to an iron pin thence turning and running South 82° 58 ' 19 " West 282.48 feet to an iron pin set in the easterly line of Herb Road; thence turning and running in the Easterly line of said Herb Rd., South 7° 13 ' 48 " West 51.59 feet to the iron pin that marks the point and place of beginning.

Together With

All that certain piece or parcel of land situated on the Easterly side of Herb Road, so-called, in the Town of Sharon, County of Litchfield and State of Connecticut, being shown as "NEW AREA LOT 6 LOT AREA 357,376 ± S.F. 8.20± Ac." on a certain map entitled " PROPERTY SURVEY LOT LINE ADJUSTMENT LOT #6 SUNRISE WOODS SUBDIVISION HERB ROAD SHARON, CONNECTICUT " By Hrica Associates LLC Engineers Surveyors Date: 11/14/2017 1" = 50 ft., which map is certified substantially correct and is recorded in the Office of the Town Clerk of the Town of Sharon as Map 2182 and to which map reference is hereby made.

Together With

All that certain piece or parcel of land situated on the Easterly side of Herb Road, so-called, in the Town of Sharon, County of Litchfield and State of Connecticut, being shown as "PARCEL #4 N/F JAMES E. GILLESPIE VOLUME 122 / PAGE 343 TOTAL AREA PARCEL #4 102.27 ± Ac." on a certain map entitled " COMPILATION PLAN REVISED LOTS #6 AND #7 SUNRISE WOODS SUBDIVISION AND ALSO REVISED PARCEL 4 OTHER LANDS OF JAMES E. GILLESPIE HERB ROAD AND MOREY ROAD SHARON, CONNECTICUT " By Hrica Associates LLC Engineers Surveyors Date: 11/14/2017 1" = 100 ft., which map is certified substantially correct as a Class D survey and is recorded in the Office of the Town Clerk of the Town of Sharon as Map 2184 and to which map reference is hereby made.

**Exhibit "A" (Continued)**

Together With

All that certain piece or parcel of land with no buildings thereon standing, with all appurtenances thereto belonging, lying easterly of Herb Road aka Stoney Brook Road, situated in the Town of Sharon, County of Litchfield and State of Connecticut, and being more particularly shown and designated as "TRACT 'B' RIGHT OF WAY AREA = 0.8380± Ac. 36.505± S.F. on a map entitled, "BOUNDARY LINE ADJUSTMENT PLAN PREPARED FOR: JAMES E. GILLESPIE AND CHRISTOPHER L. & MARGARET WEBBER HERB ROAD SHARON, CONNECTICUT" Date: 08/06 Scale 1" = 100 ft. Sheet 1 of 1, prepared by Messier & Associates, Inc. Surveyors — Engineers 288 Main Street, Manchester, CT. 06042 (860) 646-6013, which map is to be filed with the Town Clerk in the Town of Sharon.

Portion of Parcel ID # 3/ 2/ / /

Tower Parcel ID # 3/2/X//

This being the same property conveyed to James E. Gillespie, from James E. Gillespie, Trustee, by Strawman Deed dated January 3, 2018 recorded January 3, 2018, in Book 204 Page 480.

This being the same property conveyed to James E. Gillespie, Trustee, from James E. Gillespie, by Strawman Deed dated January 3, 2018 recorded January 3, 2018, in Book 204 Page 477.

This being a portion of the same property conveyed to James E. Gillespie, from Christopher L. Webber, a/k/a Christopher Webber, and Margaret E.R. Webber, a/k/a Margaret Webber, by Warranty Deed dated October 10, 2006 recorded October 11, 2006, in Book 170 Page 307.

This being a portion of the same property conveyed to James E. Gillespie, from Geoffrey Anne Saunders, duly qualified and authorized Administrator of the Estate of William B. Chaffee, late, by Administrator's Deed dated February 2, 1994 recorded February 9, 1994, in Book 122 Page 343.

Property Commonly Known As: 70 Herb Road, Sharon, CT 06069

**Being Litchfield County, Connecticut Parcel Numbers SHAR-000003-000002X also known as 872906 and SHAR-000003-000002-000003 also known as 2469064.**

**EXHIBIT "B"**  
**Exclusive Easement Area**

*This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor Easements*

SITUATED IN THE TOWN OF SHARON, COUNTY OF LITCHFIELD AND STATE OF CONNECTICUT, BEING A PART OF PARCEL 4 AS SHOWN ON SHARON LAND RECORDS MAP NO. 2184, DATED 11/21/17 (FORMERLY KNOWN AS BEING PART OF LOT 4, REMAINING LAND N/F OF JAMES E. GILLISPIE AS SHOWN ON SHARON LAND RECORDS MAP NO. 1787) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR WITH CAP FOUND IN THE NORTHWEST CORNER OF LOT 7 AS SHOWN ON THE AFOREMENTIONED MAP NO. 2184:

THENCE CROSSING PORTIONS OF LOT 7, LOT 6, AND PARCEL 4, S 64°34'17" E , A DISTANCE OF 432.20 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT:

THENCE SOUTH 38°06'36" EAST, A DISTANCE OF 75.00 FEET TO A POINT;

THENCE SOUTH 51°53'24" WEST, A DISTANCE OF 75.00 FEET TO A POINT;

THENCE NORTH 38°06'36" WEST, A DISTANCE OF 75.00 FEET TO A POINT;

THENCE NORTH 51°53'24" EAST, A DISTANCE OF 75.00 FEET TO A POINT TO THE POINT OF BEGINNING.

HAVING AN AREA OF 5,625 SQUARE FEET (0.129 ACRES) OF LAND, MORE OR LESS.

**EXHIBIT "C"**  
**Access and Utility Easement Area**

*This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utilities Easement Area*

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

SITUATED IN THE TOWN OF SHARON, COUNTY OF LITCHFIELD AND STATE OF CONNECTICUT, BEING A PART OF PARCEL 4 AND LOTS 6 & 7 AS SHOWN ON SHARON LAND RECORDS MAP NO. 2184, DATED 11/21/17 (FORMERLY KNOWN AS BEING PART OF LOT 4, REMAINING LAND N/F OF JAMES E. GILLISPIE AS SHOWN ON SHARON LAND RECORDS MAP NO. 1787 AND PART OF LOT 7, AS SHOWN ON SHARON LAND RECORDS MAP NO. 2004A-2004B) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR WITH CAP FOUND IN THE NORTHWEST CORNER OF LOT 7 AS SHOWN ON THE AFOREMENTIONED MAP NO. 2184:

THENCE SOUTH 58°56'56" EAST, A DISTANCE OF 62.05 FEET TO A POINT;  
THENCE SOUTH 79°36'59" EAST, A DISTANCE OF 120.54 FEET TO A POINT.  
THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 142.61 FEET, A RADIUS OF 140.00 FEET, A DELTA ANGLE OF 58°21'51" AND A CHORD BEARING AND DISTANCE OF SOUTH 50°26'03" EAST, 136.52 FEET;  
THENCE SOUTH 21°15'08" EAST, A DISTANCE OF 77.54 FEET TO A POINT;  
THENCE NORTH 87°55'32" EAST, A DISTANCE OF 35.83 FEET TO A POINT;  
THENCE SOUTH 38°06'36" EAST, A DISTANCE OF 10.00 FEET TO A POINT;  
THENCE SOUTH 51°53'24" WEST, A DISTANCE OF 20.00 FEET TO A POINT;  
THENCE SOUTH 38°06'36" EAST, A DISTANCE OF 75.00 FEET TO A POINT;  
THENCE SOUTH 51°53'24" WEST, A DISTANCE OF 32.56 FEET TO A POINT;  
THENCE NORTH 41°44'57" WEST, A DISTANCE OF 106.15 FEET TO A POINT;  
THENCE NORTH 21°55'56" WEST, A DISTANCE OF 86.48 FEET TO A POINT;  
THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 112.05 FEET, A RADIUS OF 110.00 FEET, A DELTA ANGLE OF 58°21'51" AND A CHORD BEARING AND DISTANCE OF NORTH 50°26'03" WEST, 107.27 FEET;  
THENCE NORTH 79°36'59" WEST, A DISTANCE OF 126.01 FEET TO A POINT;  
THENCE NORTH 58°56'56" WEST, A DISTANCE OF 66.53 FEET TO A POINT;  
THENCE SOUTH 29°09'16" WEST, A DISTANCE OF 20.66 FEET TO A POINT;  
THENCE NORTH 51°34'37" WEST, A DISTANCE OF 337.58 FEET TO A POINT;  
THENCE NORTH 32°21'06" WEST, A DISTANCE OF 116.24 FEET TO A POINT;  
THENCE SOUTH 82°58'19" WEST, A DISTANCE OF 263.53 FEET TO A POINT TO THE EASTERLY LINE OF HERB ROAD;  
THENCE ALONG SAID LINE, NORTH 07°13'48" EAST, A DISTANCE OF 51.59 FEET TO A POINT;  
THENCE NORTH 82°58'19" EAST, A DISTANCE OF 282.48 FEET TO A POINT;  
THENCE SOUTH 32°21'06" EAST, A DISTANCE OF 139.42 FEET TO A POINT;  
THENCE SOUTH 51°34'47" EAST, A DISTANCE OF 320.96 FEET TO A POINT TO THE POINT OF BEGINNING.

HAVING AN AREA OF 52,502 SQUARE FEET (1.205 ACRES) OF LAND, MORE OR LESS.

**EXHIBIT "D"**

**Current Agreement(s)**

That certain Lease Agreement dated July 23, 1997 by and between James E. Gillespie, as Landlord, and Litchfield Acquisition Corporation, d/b/a AT&T Wireless Services, as Tenant; as amended by that certain Amendment to Lease Agreement dated October 13, 1998 by and between James E. Gillespie as Landlord and Litchfield Acquisition Corporation as Tenant; as amended by that certain Second Amendment to Lease Agreement dated July 27, 2000 by and between James E. Gillespie, as Landlord and Litchfield Acquisition Corporation, as Tenant; as amended by that certain Third Amendment to Lease Agreement dated March 31, 2017 by and between James E. Gillespie, as Landlord and Cellco Partnership d/b/a Verizon Wireless, as Tenant; as evidenced by that certain Memorandum of Lease dated March 31, 2017 by and between James E. Gillespie, as Landlord and Cellco Partnership d/b/a Verizon Wireless, as Tenant, recorded in the official public records of Litchfield, Connecticut, in Volume 202, Page 1008.

# Town of Sharon, CT

## Summary

Account Number	00030730
Parcel ID	3-2
Property Address	70 HERB RD
Use Class/Description	201 Commercial
Map/Block/Lot/Unit	3/2//
Zoning	RR
NBHD Code	6A
Acres	0
Utilities	,
Is Homesteaded	False

[View Map](#)

## Owner

GILLESPIE/ALLTEL NEWCO LLC  
C/O DUFF & PHELPS LLC

## Current Appraised Value

Assessed Year	2022	2021
Appraised Building Value	\$202,700.00	\$202,700.00
Appraised XF/OB Value	\$205,200.00	\$205,200.00
Appraised Land Value	\$0.00	\$0.00
Appraised Total Value	\$407,900.00	\$407,900.00
Assessed Building Value	\$141,900.00	\$141,900.00
Assessed XF/OB Value	\$143,600.00	\$143,600.00
Assessed Land Value	\$0.00	\$0.00
Assessed Total Value	\$285,500.00	\$285,500.00

## Assessment History

Assessed Year	2022	2021
Appraised Building Value	\$202,700.00	\$202,700.00
Appraised XF/OB Value	\$205,200.00	\$205,200.00
Appraised Land Value	\$0.00	\$0.00
Appraised Total Value	\$407,900.00	\$407,900.00
Assessed Building Value	\$141,900.00	\$141,900.00
Assessed XF/OB Value	\$143,600.00	\$143,600.00
Assessed Land Value	\$0.00	\$0.00
Assessed Total Value	\$285,500.00	\$285,500.00

## Land

Building Number	1	Land Units	99.09 AC
Land Use	610 - Forest 490	Value	854,600

Building Number	1	Land Units	2 AC
Land Use	610 - Forest 490	Value	225,800

## Building Information

Building #	1	Fireplaces		
Style	Industrial	Roof Cover	Asphalt Shngl.	
Occupancy	0	Roof Structure	Gable/Hip	
Actual Year Built	2001	Floor Type	Vinyl/Asphalt	
Effective Year Built	2006	Heat Type	Hot Air-no Duc	
Living Area	1,540	Fuel Type	Electric	
Stories	1	AC	Unit/AC	
Grade	09 A	Bdrms/Full Bth/Hlf Bth/Ttl Rm		
Condition	A	Basement Finished Area		
Exterior Wall	Wood on Sheath	Basement Sq. Ft.		
Interior Wall	Drywall			
Code	Description	Living Area	Gross Area	Effective Area
BAS	First Floor	1,540	1,540	1,540
	Totals	1,540	1,540	1,540

Building #	1	Fireplaces		
Style	Vacant Land	Roof Cover		
Occupancy	0	Roof Structure		
Actual Year Built	0	Floor Type		
Effective Year Built	0	Heat Type		
Living Area	0	Fuel Type		
Stories		AC		
Grade		Bdrms/Full Bth/Hlf Bth/Ttl Rm		
Condition		Basement Finished Area		
Exterior Wall		Basement Sq. Ft.		
Interior Wall				
Code	Description	Living Area	Gross Area	Effective Area

Out Buildings\Extra Features

Description	Cell Tower site	Year Built	2008
Sub Description		Value	\$205,200
Area	1 UNITS		

Sales History

Sales Date	Instrument Type	Grantor	Grantee	Book/Page
10/12/1999	Improved After Sale		GILLESPIE/ALLTEL NEWCO LLC C/O DUFF & PHELPS LLC	0136-0646
7/25/1997	Verif by Deed	GILLESPIE JAMES	GILLESPIE JAMES E	0130-0234
2/9/1994	Verif by Deed		GILLESPIE JAMES	0122-0343

Recent Sales In Area

Sale date range:

From:

09/11/2013

To:

09/11/2023

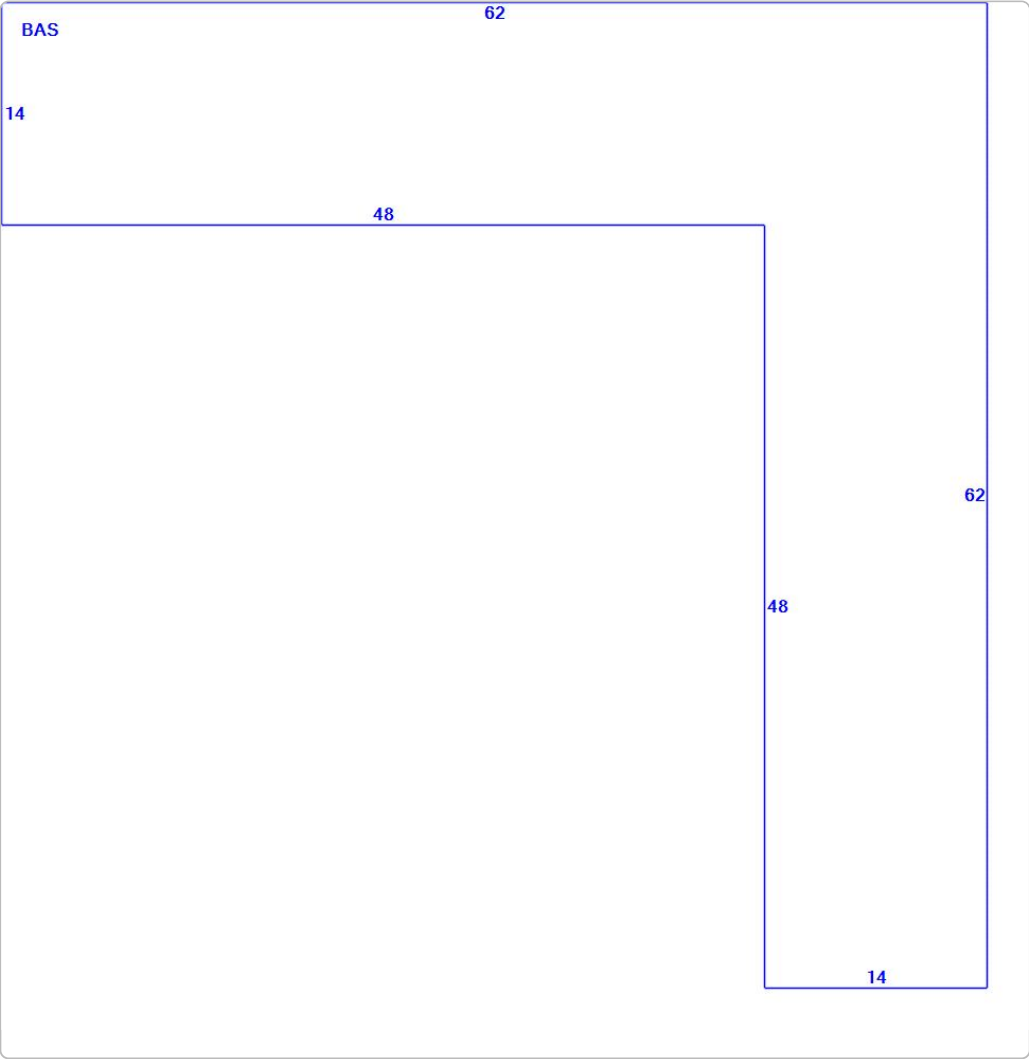
Sales by Neighborhood

1500

Feet

Sales by Distance

Sketch



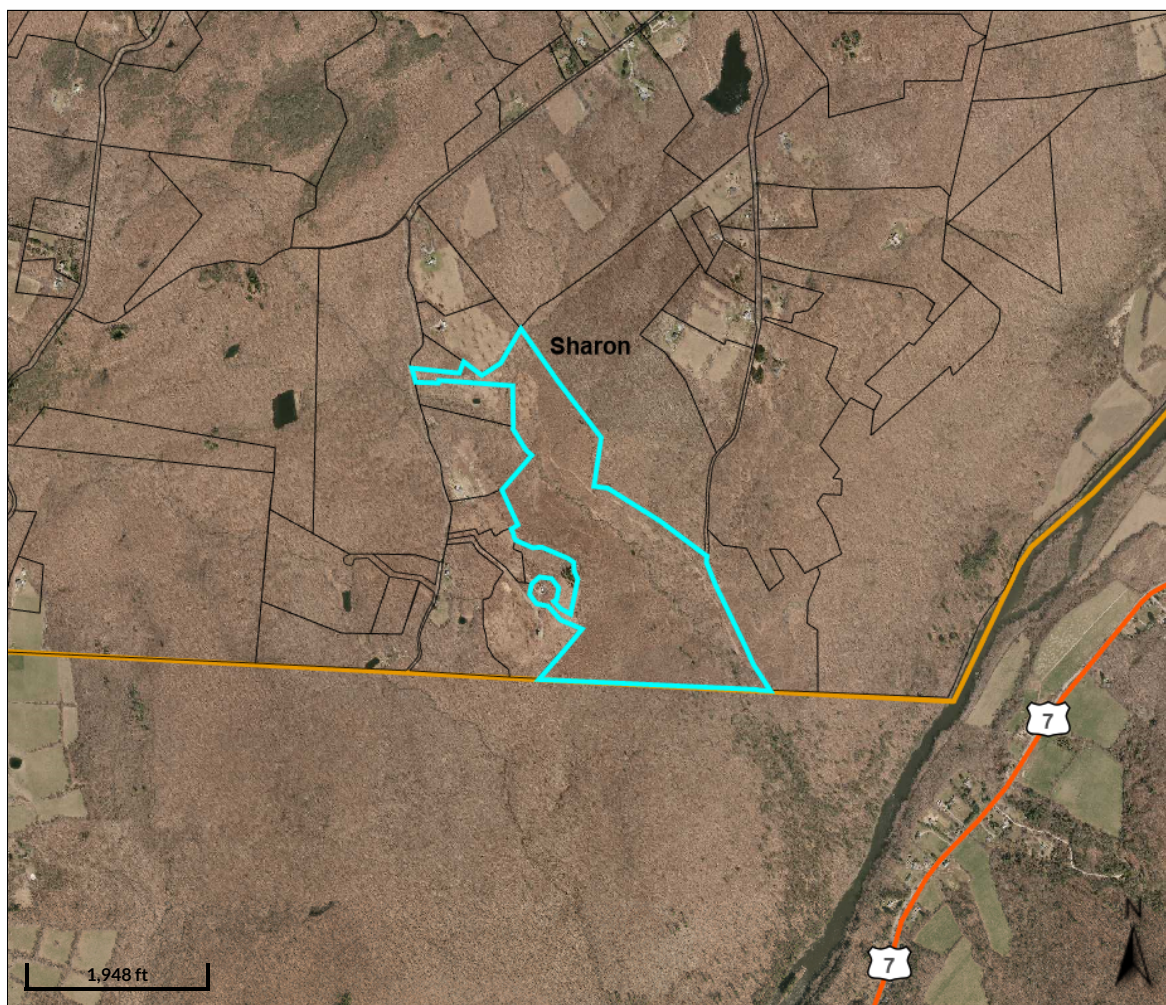
No data available for the following modules: Photos.

The Town of Sharon Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

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Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	3-2	Alternate ID	00030730	Owner Address	GILLESPIE/ALLTEL NEWCO LLC
Sec/Twp/Rng	3-2-	Class	C		C/O DUFF & PHELPS LLC
Property Address	70 HERB RD	Acreage	n/a		PO BOX 2549
	SHARON				ADDISON TX 75001

District 6A

Brief Tax Description n/a

(Note: Not to be used on legal documents)

Date created: 9/11/2023

Last Data Uploaded: 9/8/2023 10:00:09 PM

Developed by 

<b>DOCKET NO. 185</b> - An application by Litchfield Acquisition Corporation d/b/a AT&T Wireless Services for a Certificate of Environmental Compatibility and Public Need for construction, maintenance, and operation of a telecommunications tower and associated equipment located at 70 Herb Road, Sharon, Connecticut.	}	Connecticut
	}	Siting
	}	Council
	}	November 12, 1998

## Findings of Fact

### Introduction

1. Litchfield Acquisition Corporation d/b/a AT&T Wireless Services (AT&T), in accordance with provisions of General Statutes §§ 16-50g through 16-50aa, applied to the Connecticut Siting Council (Council) on November 25, 1997, for the construction, operation, and maintenance of a cellular telecommunications facility and associated equipment at 70 Herb Road (prime site) or 44 Morey Road (alternate site) in the Town of Sharon, Connecticut. Parties in this proceeding are the applicant and the Town of Sharon. Springwich Cellular Limited Partnership (SCLP) and Nextel Communications of the Mid-Atlantic, Inc. (Nextel) are intervenors. Mary I. Whitehead, Laurance and Carol Rand, Fred and Judith Schwerin, Toni Tucker, Jose and Grace Noyes, and Melvin Elliott, referred to as "Members of the Sharon Community" (MSC), represented by Raymond Devlin, are also intervenors. (AT&T 1, pp. 3; Transcript, March 5, 1998, 3:00 p.m.(Tr 1), pp. 5, 7, 8, 12; Transcript, March 5, 1998, 7:00 p.m.(Tr 1.1), pp. 5, 6)
2. Public notice of the application, as required by General Statutes § 16-50l (b) was published in the News-Times (Danbury) on November 12 and November 13, 1997, and the Litchfield County Times on November 7 and November 14, 1997. The public notice erroneously described the tower at the proposed prime site as being 100 feet in height. AT&T additionally published a revised public notice on April 27 and April 28, 1998, in the Register Citizen, the News-Times (Danbury), and The Hartford Courant; and on April 23 and April 30, 1998, in the Litchfield County Times. (AT&T 1, p. 6; AT&T 7; AT&T 19, Attach. A, C)
3. The Council and its staff made an inspection of the proposed prime site on March 5, 1998. During the field inspection, the applicant flew a balloon at the proposed tower site to simulate the height of the proposed tower. (Council Hearing Notice of December 15, 1997; AT&T 1, p. 42; Tr 1, pp. 95, 96)
4. Pursuant to General Statutes § 16-50m, the Council, after giving due notice thereof, held a public hearing on March 5, 1998, beginning at 3:00 p.m., and reconvening at 7:00 p.m. in the Chapin Meeting Hall, 63 Main Street, Sharon, Connecticut. The hearing was continued to May 11, 1998, at 10:00 a.m. (Tr 2), May 20, 1998, at 10:30 a.m. (Tr 3), June 1, 1998, at 10:00 a.m. (Tr 4), October 1, 1998, at 1:30 p.m. (Tr 5), and on October 8, 1998, at 2:30 p.m. (Tr 6) at the office of the Council, Ten Franklin Square, New Britain, Connecticut. (Council Hearing Notice of December 15, 1997, February 5, 1998, March 24, 1998, and September 1, 1998; Tr 1, p. 3; Tr 1.1, p. 4; Tr 2, p. 3; Tr 3, p. 3; Tr 4, p. 3; Tr 5, p. 3; Tr 6, p. 3)
5. On March 5, 1998, the Council requested that the applicant and intervenors submit briefs regarding whether the applicant's notice was defective. On May 11, 1998, the Council ruled that the proceeding would continue because the Council's hearing notice was proper, the applicant published a corrected notice prior to the May 11, 1998, hearing, and there had been no showing of prejudice to any party, intervenor, or member of the public as a result of the original erroneous notice. (Tr 1, p. 7; Tr 2, pp. 6-8)

6. AT&T had proposed, as an alternate, a 100-foot self-supporting monopole tower and associated equipment within a 30-foot by 30-foot leased area, located at 44 Morey Road, in Sharon, Connecticut. On March 5, 1998, the proposed alternate site at 44 Morey Road was removed from consideration, by the applicant. (AT&T 1, pp. 3, 8, 13, Attach. 9A; Tr 1, p. 16)

### **Need**

7. In 1996, the United States Congress recognized a nationwide need for high quality wireless telecommunications services, including cellular telephone service. Through the Federal Telecommunications Act of 1996, Congress seeks to promote competition, encourage technical innovation, and foster lower prices for wireless telecommunications services. (Telecommunications Act of 1996)
8. AT&T is licensed by the Federal Communications Commission (FCC) as the “A-Band” provider of cellular service within Litchfield County. (AT&T 1, pp. 4, 36; Tr 2, p. 116)
9. AT&T’s primary need for this facility is to provide cellular service to Route 7 and areas of the Towns of Sharon and Cornwall, which are currently not served by an adequate signal. The proposed facility would also improve hand-off capability between AT&T’s existing sites in Kent and Cornwall (Mohawk Mountain). (AT&T 1, pp. 15, 16; Tr 2, pp. 24, 42, 43; Tr 3, p. 121, Tr 4, p. 18)
10. Audio quality and service along Route 7, for AT&T’s cellular customers, is poor due to interference, static, and dropped calls. (AT&T 26; Tr 4, pp. 18-23, 31-34)
11. SCLP is licensed by the FCC as the “B-Band” provider of cellular service within the State. (SCLP, Request to Intervene, dated December 16, 1997, AT&T 1, p. 36; Tr 2, p. 117)
12. SCLP currently has little or no coverage between their Mohawk Mountain and Kent cell sites. SCLP proposes to co-locate on the proposed tower, which would provide SCLP’s customers additional and improved coverage along Route 7. (SCLP 1, Question 2, p. 1; SCLP 1, Question 4, pp. 2-4)
13. Nextel is licensed by the FCC to provide wide area digital enhanced specialized mobile radio services (ESMR) in the State of Connecticut. (Request to Intervene, dated January 7, 1998; Tr 2, p. 151)
14. Nextel currently has no coverage along Route 7, or in areas of the Towns of Sharon, Kent, and Cornwall. Nextel proposes to co-locate on the proposed tower to serve Route 7 and the surrounding area. (Nextel 1, Question 1B, p. 2; Nextel 6; Tr 2, pp. 135, 136; Tr 4, p. 92)
15. The site would be shared with other telecommunications providers including SCLP and Nextel, and would provide coverage for other cellular carriers which have roamer agreements with AT&T. These roamer agreements allow cellular subscribers to continue to communicate as they travel in and out of various cellular carrier territories. (AT&T 1, p.17; SCLP 1, p. 1; Nextel 1, p. 1, Tr 2, pp. 112, 115, 116 )
16. AT&T plans to allow, without charge, any local authority or emergency response system to place communications equipment on the proposed monopole. (AT&T 1, p. 16; Tr 1.1, p. 10)

### **Cellular Service Design**

17. Cellular service consists of a series of low power transmitter/receiver facilities known as cell sites which transmit and receive signals at a given frequency, while simultaneously maintaining the ability to reuse the same frequency at the same time in different cells (frequency reuse) and to provide uninterrupted service throughout a service area (hand-off). (AT&T 1, p. 36; AT&T 1, Attach. 17, pp. 2-5)
18. Cell site locations are based on the need for continuous coverage across geographical areas, as well as overlapping coverage between sites. Overlapping coverage is essential to provide for uninterrupted hand-off of calls to other cell sites. (AT&T 1, Attach 17, pp. 2-4; Tr 1.1, pp. 60, 61)
19. The noise floor in Litchfield County is approximately -115 dbm. For analog voice communications, AT&T has designed their system with a signal level of 17 dbm above the noise floor to prevent co-channel interference and an additional 5 dbm to minimize signal fading, for a total of 22 dbm. A signal level of 22 dbm above the noise floor equates to -93 dbm, which would provide adequate coverage for analog voice communications. A signal level greater than -85 dbm would provide adequate coverage for digital voice communications. It is AT&T's goal to provide -85 dbm coverage along Route 7. (AT&T 8; Tr 1, 34; Tr 2, p. 56; Tr 3, p. 75; Tr 4, pp. 55, 56)
20. The standard output for mobile or car-powered cellular telephone units is three watts, and 0.6 watts for portable hand-held units. The majority of cellular telephones currently sold consist of the .6 watt hand-held units. ( Tr 2, pp. 52, 53, 99, 100, 121)
21. AT&T is authorized by the FCC to operate the facility at 500 watts per channel; however, AT&T would not exceed 100 watts per channel at this site. (AT&T 1, p. 21; AT&T 1, Attach. 10, p. 10; Tr 1, pp. 62, 63)

#### **Alternative Technology**

22. Cell enhancers, repeaters, and microcells are technologies implemented in areas where there is a small coverage gap within an area served by a macrocell. (AT&T 1, pp. 37, 38; SCLP 5, Question 1, p. 1; Tr 2, p. 102)
23. A cell enhancer is a low power facility which receives the frequency coming from an existing cell site, and then changes and amplifies the frequency. A repeater is a low power facility which receives the frequency coming from an existing cell site, and then amplifies and transmits the same frequency. A microcell is a low power facility resembling a small version of a macrocell site. (AT&T 1, pp. 37, 38; Tr 4, p. 53)
24. A microcell operating between 1 watt and 25 watts, constructed above the height of the existing vegetation, would be able to provide cellular coverage for approximately one to two miles, depending on terrain, foliage, and signal fading. The trees along Route 7 are 65 to 75 feet in height. (Tr 1 pp. 43, 50, 51, 59, 60; Tr 4, p. 106)
25. Low height cellular microcell facilities have limited opportunities for co-location with other carriers and have limited capacity. Nextel's exclusive vendor does not manufacture microcell equipment. (SCLP 5, Questions 2; Nextel 5; Question 1 and 2; Tr 1, p. 49; Tr 2, pp. 102, 131, 132)

#### **Tower and Antenna Specifications**

26. The proposed tower would be a self-supporting monopole which would measure approximately 4.25 feet in diameter at the base and would be 150 feet in height. AT&T could construct a tower and foundation to support an extension of as much as 30 feet to accommodate future tower sharing at the proposed site. AT&T rejected the development of a 100-foot tower constructed at the proposed site because the reduced height would limit tower sharing, and require additional macrocell facilities to supplement coverage. (AT&T 1, pp. 18, 19; AT&T 9, Monopole Rendering; Tr 1, p. 64; Tr 1.1, p. 9; Tr 2, p. 143; Tr 5, pp. 37, 38, 43, 140)
27. The proposed monopole tower would conform to the Electronic Industries Association, EIA/TIA 222-F, Structural Standards for Steel Antenna Towers and Antenna Supporting Structures. (AT&T 1, p. 19)
28. A monopole tower could be designed to resemble an evergreen tree and could be engineered in advance to support the appurtenances of five or more carriers seeking to co-locate at the proposed site. The base of such tower would be approximately seven feet in diameter. (Tr 2, p. 54; Tr 5, pp. 68-70)
29. AT&T proposes to install nine (9) cellular panel antennas, measuring approximately 48 inches by 12 inches by 12 inches, at 150 feet AGL at the proposed site. This macrocell facility would consist of a three sector configuration with one transmit and two receive antennas per sector. AT&T would use a maximum of 16 channels per sector for the site, with a maximum operating power of 100 watts per channel. (AT&T 1, p. 18; AT&T 9, Monopole Rendering; AT&T 1, Attach. 17, Ex. D, p. 1; Tr 1, pp. 61, 62, 64)
30. SCLP would initially install four cellular omni-directional whip antennas, model ASP 952, measuring 11.75 feet by 45 inches, with the antenna centerline at approximately 140 feet AGL at the proposed site. Alternatively, SCLP could install 12 Swedcom Model ALP 11011-N directional panel antennas which are approximately 5 feet in height. SCLP would use a maximum of 45 channels on the site for an omni-directional antenna configuration, with a maximum operating power of 100 watts per channel. (SCLP 1, Question 1, p. 1; SCLP 2, Response to Questions 8, 9, and 13; AT&T 9, Monopole Rendering; Tr 2, p. 96)
31. Nextel would attach three omni-directional “whip” antennas, model DB810K, measuring approximately 14 feet by 3 inches, at the top of the tower with the antenna centerline at approximately 162 feet AGL. Alternatively, Nextel could also install directional panel antennas on the proposed tower. (Nextel 1, p. 2; Nextel 1, Attach. B; Tr 2, p. 122; Tr 5, p. 31)
32. Vertical separation between antennas is necessary to prevent co-channel interference. The minimum vertical separation that SCLP and Nextel would have between their own antennas and AT&T’s antennas is ten feet from the centerline of an antenna to the centerline of another antenna for a full powered macrocell facility. (SCLP 2, Question 9; Nextel 2, Question 2; Tr 2, p. 176)
33. SCLP has not confirmed that they would co-locate on a 100-foot tower at the proposed site. Nextel might not co-locate on a shorter tower constructed at the proposed site if the centerline of their antennas are not at a minimum height of 135 feet AGL. (Tr 2, pp. 95, 120, 121, 139)

### **Cellular Coverage**

34. Significant coverage holes, for AT&T’s service, currently exist in the Sharon/Cornwall area due in part to topography. Existing AT&T cellular sites in Kent (to the south), and Mohawk Mountain (to the north) cannot provide cellular coverage, at a signal level greater than -85 dbm, to approximately 8.7

miles of Route 7 between the intersection of Routes 4 and 7 (Cornwall Bridge), and the intersection of Routes 7 and 341. (AT&T 1, pp. 15, 16; AT&T 2, p. 1; AT&T 3, Attach. 1, p. 1; Tr 1, p. 47)

35. AT&T's drive test data indicates that approximately 7.3 miles of Route 7, between the intersections with Route 341 to Route 4, has a signal level less than -93 dbm, which allows some calls to be completed, but provides poor quality. (AT&T 24, 26; Tr 4, pp. 18-23, 31-34)
36. AT&T proposes to use an existing approximately 118-foot tower on Surdan Mountain Road in Sharon, which is being increased in height to 195 feet AGL by Litchfield County Dispatch (LCD). AT&T would mount their antennas at approximately 150 feet AGL. AT&T's projected coverage from the LCD tower at 150 feet AGL would not be significantly improved along Routes 7 and 4, near Cornwall Bridge, if the antennas were raised to 195 feet AGL. This tower would not provide AT&T coverage at -85 dbm to that portion of Route 7 south of the intersection with Route 4; however, this tower would improve hand-off between the proposed site and the existing Mohawk Mountain site. SCLP and Nextel would not immediately seek to share the LCD facility because it would only provide limited coverage in the area. (AT&T 1, p. 36; AT&T 2, p. 4, AT&T 3, Attach. 2, AT&T 8, p. 2; Moeller 1, p. 1; Tr 2, pp. 105, 123, 178, 181; Tr 3, p. 60; MSC 14; Tr 5, pp. 15-18, 77)
37. AT&T, SCLP, and Nextel currently have limited coverage between Cornwall Bridge and the intersection of Routes 7 and 341, as follows:

Existing Coverage Along Route 7 Between Cornwall Bridge and Route 341

	≥ -85 dbm	≥ -93 dbm	≥ -75 dbm	≥ -90 dbm	Insufficient Signal	Total Miles
AT&T	0	1.4	-	-	7.3 < -93	8.7
SCLP	-	-	.4	1.4	7.3 < -90	8.7
Nextel	-	-	0	0	8.7 < -90	8.7

(AT&T 3, Attach. 1, p. 1; AT&T 22; AT&T 24; SCLP 1, Question 4, p. 2; Nextel 1, p. 2)

38. SCLP currently has coverage at a signal level less than -90 dbm along portions of Route 7, providing poor coverage for hand held phones but service for full powered 3-watt phones. (Moeller 2, p. 2; Tr 2, pp. 64, 99; Tr 3, p. 218)

### **Site Search**

39. In its search for a cell site in the Sharon area, AT&T identified and investigated nine potential sites, including the two proposed in the application. The remaining seven were rejected for reasons which included insufficient coverage, lack of hand-off capability, and scenic consideration. (AT&T 1, pp. 39-41; Tr 1.1, p. 66)
40. AT&T identified eight existing transmitting facilities within a ten mile radius of the proposed site. Two of the existing transmitting facilities are currently shared with AT&T; one other facility is a “slender mast” incapable of supporting additional antennas; and the others are located a distance greater than 4.5 miles from the proposed site. (AT&T 1, Attach. 6, pp. 1, 2; AT&T 3, Attach. 1, p. 1; AT&T 3, p. 2)
41. AT&T met with Town officials on September 25, 1997, to discuss public need, the site selection process, and the environmental effects of the proposed facility in Sharon. During the pre-application process, the Town suggested that AT&T investigate the use of the proposed LCD facility. On October 3, 1997, AT&T representatives, FM Technologies, notified the Town that the LCD tower alone would not provide coverage for the area to be covered by the proposed facility. (AT&T 1, pp. 35, 36; AT&T 8, p. 2)
42. Alternative sites modeled for coverage by the MSC are not known to be available or appropriate for telecommunications facility installation, nor were specific factors identified such as site ownership, access, availability of utilities, existing tree heights, slope, and effects on Kent Falls State Park. (Tr 3, pp. 61, 62, 96, 98)
43. At the request of the Council, AT&T identified eight additional locations in the Housatonic Valley south of Cornwall Bridge in order to provide additional information regarding the locations, appearances, coverage, and visibility of alternative towers and fill-in sites. (AT&T 28)
44. Seven of the eight sites identified by AT&T in the Housatonic Valley were rejected by AT&T for reasons which included excessive slopes, presence of State-owned land, and unavailability. (AT&T 28; Tr 5, pp. 42-55)

### **Proposed Prime Site**

45. The proposed site is a 50-foot by 50-foot leased parcel of land within an approximately 160 acre parcel at 70 Herb Road, in Sharon, owned by James Gillespie. The leased parcel was increased in size, at the Council’s request, from the original 30-foot by 30-foot leased area to a 50-foot by 50-foot leased area to accommodate tower sharing. The proposed site is at coordinates N 41°- 47'- 25.33" and W 73°- 25'- 31.43"; and has an elevation of 1,088 feet above mean sea level (AMSL). (AT&T 1, pp. 13, 14; AT&T 2, p. 2; AT&T 10; Tr 1, pp. 22, 23, 37, 38; Tr 1.1, p. 9)
46. The proposed site lies within an area zoned Rural Residence District. The Rural Residence District is intended to cover generally undeveloped areas of Town devoted primarily to agricultural, national, estate, and large residential lot usage. Antennas, towers, and earth station receivers are allowed in any zoning district by “special exception” with preference for towers less than 60 feet in height. (AT&T 1, pp. 30, 31; AT&T 1, Attach. 14, p. 6; MSC 10, pp. 1, 2; Moeller 1)
47. The proposed site falls on the boundary of an area of locally high ground, designated by the Connecticut Department of Environmental Protection (DEP), which may be visually significant or otherwise

deserving of special protection. (Department of Environmental Protection comments, February 27, 1998)

48. Vehicular access to the proposed site would extend from Herb Road along an existing ten foot wide gravel drive a distance of approximately 720 feet, extended an additional 480 feet within an access easement to the proposed tower site. Utilities would be installed underground within the access easement from Herb Road. (AT&T 1, pp. 14, 20; AT&T 1, Attach. 9, Drawing No. A05197-03, Sheet 2 of 2)
49. The proposed site would require the removal of approximately ten trees, six inches or greater in diameter, measured at breast height, would require the excavation of approximately 60 cubic yards of earthen material, and would require approximately 75 cubic yards of fill. No blasting would be required at the proposed site. Trees in the vicinity of the proposed tower are approximately 65 feet in height. The proposed site is located on the back side of a rocky knoll, west of the Housatonic River, with the topography dropping off quickly to the east. (Department of Environmental Protection comments, February 27, 1998; AT&T 2, pp. 2, 5; Tr 1, p. 101; Tr 2, p. 53)
50. The Gillespie property and surrounding properties are undeveloped or residential in nature. There is one residence located within 1,000 feet of the proposed site at 80 Herb Road, approximately 900 feet west of the proposed tower location. (AT&T 1, pp. 30, 31; AT&T 1, Attach. 9, Drawing No. A05197-03)
51. AT&T would construct a 150-foot self-supporting monopole tower at the proposed site. AT&T would also install near the base of the tower, a 12-foot by 20-foot single story equipment building with a battery back-up system to maintain power in the event of a power failure. If a power outage is longer than 24 hours, a gasoline powered electrical generator may be brought to the site. Both the tower and equipment buildings would be surrounded by an eight-foot high security fence. (AT&T 1, pp. 13, 14, 18, 19, 20, 26; AT&T 10)
52. SCLP would install a 12-foot by 26-foot single story equipment building at the proposed site. SCLP would also install a 4 to 6 hour battery back-up system in the event of a short duration power failure, and would bring in a portable power generator for extended outages. SCLP could share a permanent generator with other carriers at the proposed site. (SCLP 1, Question 1, p. 1; SCLP 2, Question 11, and 12, p. 1)
53. Nextel would install a 10-foot by 20-foot single story equipment building at the proposed site. Nextel would also use battery back-up in the event of an interruption to the commercial power supply. (Nextel 1, Question 1A; Nextel 2, Question 5, p. 2)
54. The proposed equipment buildings would be the only structures within the fall zone of the proposed tower. (AT&T 10; AT&T 1, Attach. 9, Drawing No. A05197-03)
55. The proposed tower site has not been identified by the Federal Aviation Administration (FAA) as an obstruction, and obstruction marking and lighting of this tower would not be necessary, provided the proposed tower is constructed less than 152 feet AGL. (AT&T 12)
56. The estimated cost of construction for the proposed tower site for AT&T would be:

Cell site radio equipment	\$225,500.00
Tower and antennas	76,060.00
Power Systems	33,450.00

Building	43,700.00
Site preparation	37,000.00
Miscellaneous	<u>11,200.00</u>

**TOTAL** \$426,910.00

(AT&T 1, Attach. 20, p. 1)

### Coverage

57. AT&T's proposed coverage at -85 dbm along Route 7 between Cornwall Bridge and the intersection of Routes 7 and 341, would be as follows:

AT&T's Proposed Coverage Along Route 7 Between Cornwall Bridge and Route 341

	≥-85 dbm	Insufficient Signal < -85 dbm	Total Miles
Prime at 150 AGL	6.1	2.6	8.7
Prime at 130 AGL	5.4	3.3	8.7
Prime at 100 AGL	4.8	3.9	8.7
Mohawk Mountain	0	8.7	8.7
Kent	0	8.7	8.7
LCD	0	8.7	8.7

(AT&T 22; AT&T 2, Attach. B, pp. 1, 2; AT&T 3, Attach. 1 and 2; Tr 1, pp. 28, 29, 35; Tr 2, p.187)

58. Contiguous areas which would have coverage at less than -85 dbm along Route 7 between Cornwall Bridge and the intersection of Routes 7 and 341, are as follows:

Contiguous Areas of Insufficient Signal Along Route 7 Between Cornwall Bridge and Route 341

	Cornwall Bridge Area	South Kent Area
Prime at 150 AGL	.5	1.9
Prime at 130 AGL	.5	2.5
Prime at 100 AGL	.5	3.0

(AT&T 1, Attach. 12; AT&T 2, Attach. B, pp. 1, 2; AT&T 3, Attach. 1, 2; AT&T 22; AT&T 24)

59. AT&T would require fill-in facilities, such as microcells or repeaters, to supplement coverage from the proposed 150-foot tower, along Route 7 near Cornwall Bridge and the intersection of Routes 7 and 341. (Tr 1, pp. 29-33; Tr 1.1, pp. 57, 62; Tr 2, pp. 45, 161, 173, 174; Tr 5, p. 40)
60. AT&T would require a minimum of two 80-foot macrocell facilities located in the Housatonic Valley to provide coverage at -85 dbm along Route 7 between Cornwall Bridge and the intersection of Routes 7 and 341, if the proposed tower were constructed at 100 feet AGL. (AT&T 2, Attach. B; Tr 5, pp. 35-38)
61. AT&T would require a minimum of three macrocell facilities located in the Housatonic Valley to provide coverage at -85 dbm along Route 7 between Cornwall Bridge and the intersection of Routes 7 and 341, if the proposed tower were not constructed. (AT&T 28, Attach. 7, plots 9, 12, and 14; Tr 5, p. 74)
62. A tower on an alternative site (P01), located immediately north of Kent Falls State Park and east of Route 7, would not provide continuous coverage at -85 dbm to Route 7 between Cornwall Bridge and

the intersection of Routes 7 and 341. Increasing the height of the antennas at the P01 site would not substantially increase coverage to the surrounding area due to the steepness and irregularity of the terrain in the Valley. (MSC 47, MSC 48; Tr 6, pp. 96, 97, 101)

63. A summary of facility configurations for coverage at -85 dbm to Route 7 between Cornwall Bridge and the intersection of Routes 7 and 341, is as follows:

	Supplemental Coverage Requirements
150-Foot Tower	A minimum of two microcell facilities located in the Housatonic Valley near Cornwall Bridge and near south Kent.
100-Foot Tower	A minimum of two macrocell facilities in excess of 80 feet AGL, located in the Housatonic Valley near Cornwall Bridge and near south Kent.
No Tower on Herb Road	A minimum of three macrocell facilities located in the Housatonic Valley near Cornwall Bridge, Kent Falls State Park, and south Kent.

(AT&T 2, Attach. B; AT&T 28, Attach. 7, plots 9, 12, and 14; Tr 1, pp. 29-33 Tr 2, pp. 45, 161, 173, 174; Tr 5, pp. 35-38, 40, 74)

64. SCLP's proposed coverage at -75 dbm and -90 dbm, along Route 7 between Cornwall Bridge and the intersection of Routes 7 and 341, is as follows:

SCLP's Proposed Coverage Along Route 7 Between Cornwall Bridge and Route 341

	≥ -75 dbm	≥ -90 dbm	<-90 dbm	Total Miles
Prime at 150 AGL	2.5	7.3	1.4	8.7
Prime at 130 AGL*	2.8	7.2	1.5	8.7
Prime at 100 AGL*	2.4	6.7	2.0	8.7

\* Based on the use of directional antennas versus omni-directional antennas

(SCLP 1, Question 4, p. 3; SCLP 3, Question 14, pp. 2, 3; Tr 2, p. 97)

65. SCLP could provide coverage to Route 7 from Cornwall Bridge south to the intersection of Routes 7 and 341, and to some local roads with 110-foot towers at the Cornwall Fire Department and a Connecticut Light and Power substation located in the Town of Kent. (SCLP 6)

66. Nextel's proposed coverage at -75 dbm and -90 dbm, along Route 7 between Cornwall Bridge and the intersection of Routes 7 and 341, is as follows:

Nextel's Proposed Coverage Along Route 7 Between Cornwall Bridge and Route 341

	≥ -75 dbm	≥ -90 dbm	<-90 dbm	Total Miles
Prime at 150 AGL	4.9	7.9	.8	8.7
Prime at 130 AGL	4.1	6.8	1.9	8.7
Prime at 100 AGL	2.3	5.5	3.2	8.7

(Nextel 6; Tr 2, p. 140; Tr 4, p. 74)

67. Nextel would require a 200-foot tower located in the Housatonic Valley to provide comparable coverage to Route 7 as would the proposed 150-foot tower. Three towers with antennas at 100 feet AGL, located along Route 7 in the Housatonic Valley would provide coverage to Route 7, but would only provide coverage to approximately 50% of the area as the proposed 150-foot tower. (Nextel 7; Tr 5, p. 153)

68. Coverage plots modeled by the MSC overstate the predicted coverage which may be due to the accuracy of the terrain data, discrepancies between existing antenna heights and those used in the plots (AT&T's Mohawk Mountain and Kent sites), and the height of the existing vegetation. (MSC 21; MSC 28; Tr 2, p. 175; Tr 3, p. 88, 92, 96, 183; Tr 4, pp. 59, 98; Tr 6, pp. 114-118)

### **Environmental Considerations**

69. There would be no air pollutants generated at the site during the normal operation of the cellular facility. AT&T, SCLP, and Nextel would not install a permanent emergency back-up generator at the proposed site. (AT&T 1, p. 26; AT&T 1, Attach. 17, Exhibit A, p. 4; SCLP 2, Question 11; Nextel 2, Question 5)
70. The cumulative worst case radiofrequency (RF) power density for AT&T's, SCLP's, and Nextel's operations at the base of the proposed tower at 100, 130, and 150 feet AGL, assuming all channels are operating at full power, is conservatively below the American National Standards Institute (ANSI) standard, adopted by the FCC, as follows:

Cumulative Worst Case Radiofrequency Power Density Calculations

	AT&T	SCLP	Nextel	% of Std
100-Foot Tower	.0575	.1997	.0178	48.87
130-Foot Tower	.0340	.1123	.0110	27.38
150-Foot Tower	.0255	.0825	.0084	20.26

units of measure = milliwatts/cm<sup>2</sup>

(AT&T 1, p. 19 and Attach 10; Tr 1, p. 62; SCLP 2, Questions 9 and 13; Nextel 2, Question 2; Nextel 2, Attach. A and p. 1; OET Bulletin No. 65, Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Radiation, FCC, Office of Engineering and Technology, August 1997)

71. AT&T's equipment used at the proposed site would discharge no pollutants to the area surface or groundwater systems. No water usage or wastewater discharge would be associated with the telecommunications facility. (AT&T 1, p. 24; AT&T 1, Attach. 17, Exhibit A, p. 3)
72. There are no wetlands or watercourses within the proposed leased area or access driveway. The proposed site does not lie within a public water supply watershed. The proposed site does not contain any known extant populations of federal or State Endangered, Threatened, or Special Concern Species. The proposed project at the proposed site would have "No Effect" on historical or archeological resources. (AT&T 1, pp. 31, 32, 42, 43; AT&T 1, Attach. 23, p. 1; AT&T 1, Attach. 21, p. 1)
73. A Sharon Land Trust parcel is located approximately 1,400 feet northeast of the proposed tower between Morey Road and Herb Road. A rare barren strawberry (*waldsteinia*) was discovered on the Sharon Land Trust property by the Nature Conservancy. (AT&T 16; MSC 1; MSC 33)
74. Post-construction noise generated at the site would be limited to the operation of the equipment buildings' heating/cooling equipment and the operation of the emergency generators. (AT&T 1, Attach. 17, Exhibit A, pp. 4, 5; AT&T 1, p. 27; SCLP 1, Question 1; Nextel 1, Question 1A, p. 2)
75. Communications towers which are lighted, guyed, and in excess of 400 feet AGL, have been attributed to causing some migratory bird deaths. (MSC 26)

### **Scenic Resources**

76. The northwest Connecticut region is a rural area within the state that relies on tourism and related services as a primary industry. Tourism in the region includes “touring” activities oriented to outdoor recreation and auto itineraries focused on natural beauty and historical sites. ( MSC 41, p. 30)
77. The scenic, historic, recreational, and natural areas of the state are important economic assets and contribute significantly to the quality of life. Accommodating future development, while maintaining the character of the landscape, is an important planning consideration at both the state and local levels. (Conservation and Development Policies Plan)
78. The Appalachian Trail traverses National Park Service property which abuts the proposed telecommunications facility property; however, the proposed tower site is located approximately 4,100 feet northwest of the Appalachian Trail. The Mohawk Trail, a Connecticut Blue Trail, traverses the Town of Cornwall in an easterly direction from Breadloaf Mountain in the Town of Sharon. The Mohawk Trail is located approximately three miles north of the proposed site. (AT&T 9, Appalachian Trail Map, dated 1/14/98; AT&T 18; MSC 5)
79. The proposed tower site is located southwest of the “Ellsworth” section of the Town of Sharon. Ellsworth is characterized by rolling hills, open pastures and numerous original structures built during the 18th and 19th century. The Ellsworth section of the Town of Sharon has not been designated as a historic district. (MSC 3, pp. 1-4; Tr 2, p. 66)
80. The segment of the Housatonic River from the Massachusetts/Connecticut border to the Kent Bridge was identified as meeting the eligibility criteria as a component of the National Wild and Scenic Rivers System; however, this section of the Housatonic River has not been designated as a Wild and Scenic River. The proposed tower site is located approximately 4,100 feet west of the Housatonic River. (AT&T 9, Appalachian Trail Map, dated 1/14/98; AT&T 17; Tr 2, pp. 57, 58)
81. Herb Road was designated as a Sharon Scenic Road by the Board of Selectmen on October 12, 1989. Non-scenic activities and structures, such as billboards; sand, gravel, and salt piles; refuse disposal; and other unsightly situations are forbidden to be developed within the road right-of-way. The Scenic Road Ordinance does not regulate land use on property adjacent to a local scenic road. Herb Road is located approximately 1,000 feet west of the proposed site. (AT&T 1, Attach. 9, Drawing A05197-03; MSC 19, pp. 1, 6; Tr 2, pp. 65, 69, 70, 74, 86, 87)
82. Routes 7 and 4, north and west of Cornwall Bridge, for a length of approximately four miles, are designated State Scenic Roads and are approximately two and one-half miles north of the proposed site. Route 7 south of the Town of Kent’s northern town boundary is also designated a State Scenic Road, and is approximately one mile southeast of the proposed site. (AT&T 3, Attach. 3, Visibility Analysis Maps; AT&T 15; MSC 42; Tr 2, p. 68)

### Visibility

83. The proposed facility could be designed as an evergreen tree to blend into the surrounding area. AT&T would paint the proposed monopole tower a sky blue color at the Council’s or Town’s request. The Town requires the placement of an 8-foot fence around new towers with screening provided by evergreen trees with a minimum height of six feet. (AT&T 3, p. 2; AT&T 8, p. 3; Tr 1.1, p. 45; MSC 10, p. 39)
84. Lardner/Klein Landscape Architects, P.C. (LKLA) is preparing a corridor management plan for those sections of Route 7 designated as State Scenic Roads by the Connecticut Department of Transportation.

LKLA used a digital terrain model to determine the viewshed of the proposed tower at 100 feet and 150 feet AGL, as follows:

Miles of Scenic Road Affected by the Siting of the Proposed Tower

Herb Road	Low Visual Prominence	Moderate Visual Prominence	High Visual Prominence
100 Feet AGL	0.0	0.3	0.0
150 Feet AGL	0.0	0.8	0.0

(AT&T 1, Attach. 13, p. 1; AT&T 3, Attach 3, pp. 1, 2)

85. Acres of land visually affected by the siting of the proposed tower, would be as follows:

Herb Road	Low Visual Prominence	Moderate Visual Prominence	High Visual Prominence	Total
100 Feet AGL	2516	672	218	3,406
150 Feet AGL	1985	1988	927	4,900

(AT&T 3, Attach 3, pp. 1, 2)

86. The visibility of the proposed tower from various locations along Routes 4 and 7 would be as follows:

	100 Feet AGL	150 Feet AGL
<b>Route 7:</b>		
3,700 Feet North of Cornwall's Southern Town Boundary	No	No
Near Cornwall's Southern Town Boundary and Deep Brook	Yes	Yes
3,300 Feet South of Cornwall's Southern Town Boundary	Possible*	Possible*
<b>Route 4:</b>		
Intersection with Northrup Road	No	No
Intersection with Route 7	No	No

\* Vegetation may obscure the tower.

(AT&T 1, Attach. 15, pp. 1-4; AT&T 3, Attach 3, p. 1; AT&T 2, Attach. C, Sightline Profile Nos. 4 and 5)

87. The visibility of the proposed tower from various locations along the Appalachian Trail (AT) would be as follows:

	100 Feet AGL	150 Feet AGL	Distance (Feet)
AT, Breadloaf Mountain	No	No	17,000
AT, Stewart Hollow Shelter	No	No	5,000
AT, Park Service Island # 2	No	No	4,900
AT, Park Service Island # 1	No	No	5,250
AT, North Gate Field #4	No	No	5,500
AT, North Gate Field #3	No	No	7,200
AT, North Gate Field #2	No	No	7,800
AT, North Gate Field #1	No	No	8,250
Swifts Bridge Area	No	No	10, 900
AT, Silver Hill Campsite	No	No	13,200
Silver Hill #1	No	No	13,000
Silver Hill #2	Possible*	Possible*	14,100
AT, Field of Red Pines	No	No	6,800
AT, Red Cottage Site	No	No	8,800
AT, South Gate	No	No	9, 250
Caleb's Peak	No	No	17,100

\*Vegetation may obscure the tower

(AT&T 11; AT&T 14, pp. 1-14)

88. The proposed 150-foot tower would be visible, based on observations of the balloon flown on March 5, 1998, for approximately 450 to 1,050 feet along Route 7, specifically near telephone and power line support poles numbered 3507, 4999, and 3508 in Cornwall, and from some locations on Herb and Morey Road including, 12 Herb Road, 44 Morey Road, and 39 Morey Road in Sharon. (MSC 22; Tr 3, p. 266; Tr 4, p. 112; Tr 5, p. 112)

89. The proximity of the proposed and alternate macrocell sites from the Appalachian Trail (AT), Route 7, and the Housatonic River (HR) measured in feet , would be as follows:

	AT	Route 7	HR
Proposed Site (L17)	4,100	4,900	4,200
P01	1,100	600	1,200
P02	5,800	750	3,700
P03	4,400	700	700
P04	1,200	100	750
P05	5,000	500	1,300
P06	1,650	100	1,250

(AT&T 9; AT&T 28, Attach. 8)

90. Telecommunications facilities in excess of 80 feet in height, located in the Housatonic Valley, may be more visible from the Appalachian Trail, the Housatonic River, and Route 7 than the proposed prime site tower. (Tr 5, pp. 117, 118, and 159; Tr 6, pp. 56, 57)
91. A 100-foot tower or a 150-foot tower, constructed at the proposed site, would be visible from portions of Herb Road during all seasons of the year. (Tr 2, pp. 53, 54)

<b>DOCKET NO. 185</b> - An application by Litchfield Acquisition Corporation d/b/a AT&T Wireless Services for a Certificate of Environmental Compatibility and Public Need for construction, maintenance, and operation of a telecommunications tower and associated equipment located at 70 Herb Road, Sharon, Connecticut.	} Connecticut
	} Siting
	} Council
	} November 12, 1998

### Opinion

On November 25, 1997, Litchfield Acquisition Corporation d/b/a AT&T Wireless Services (AT&T), applied to the Connecticut Siting Council (Council), for the construction, operation, and maintenance of a cellular telecommunications facility in the Town of Sharon, Connecticut. Parties in this proceeding are the applicant and the Town of Sharon. Mary I. Whitehead, Laurance and Carol Rand, Fred and Judith Schwerin, Toni Tucker, Jose and Grace Noyes, and Melvin Elliott, referred to as "Members of the Sharon Community" (MSC) are intervenors. Springwich Cellular Limited Partnership (SCLP) and Nextel Communications of the Mid-Atlantic, Inc. (Nextel) also intervened in the proceeding and expressed a willingness to share the proposed prime or alternate telecommunications facilities. On March 5, 1998, AT&T withdrew the proposed alternate site from consideration by the Council.

The public need for cellular telephone facilities has been determined by the Federal Communications Commission (FCC) which has declared a general public need for wireless service, established a competitive market structure for system development, and developed technical standards that have restricted the design of facilities. These pre-emptive determinations by the FCC have resulted in a system of numerous cellular telecommunications facilities in nearly all areas of the country. Connecticut State law directs the Council to balance the need for development of proposed cellular telecommunications facilities with the need to protect the environment, including public health and safety. All associated environmental effects including, the effects on scenic resources, land use, ecological resources, and human health must be fully identified and examined before any new tower is approved. This practice is supported by federal law and State law and policy.

The purpose of the proposed facility is to expand and improve existing cellular and wireless telecommunications services in the Towns of Sharon, Kent, and Cornwall, particularly along portions of Route 7, a major State highway in Litchfield County, from Cornwall Bridge south into the Town of Kent.

The proposed site would include single story equipment buildings, underground utilities, and a 150-foot monopole tower enclosed by an 8-foot high security fence. To accommodate tower sharing, AT&T increased the area of the proposed prime site from a 30-foot by 30-foot fenced compound to a 50-foot by 50-foot fenced compound, at the request of the Council.

The proposed site lies within an approximately 160 acre parcel owned by James Gillespie and is zoned Rural Residence District, which is generally intended to include undeveloped areas in the Town. The nearest residence is located at 80 Herb Road, approximately 900 feet west of the proposed tower location. Vehicular access to the proposed site would extend from Herb Road along an existing ten foot wide gravel drive a distance of approximately 720 feet, extended an additional 480 feet within an access easement to the proposed tower site

There are no wetlands or watercourses within the proposed leased area or access driveway. The proposed site does not lie within a public water supply watershed. The proposed site does not contain any known extant populations of federal or State Endangered, Threatened, or Special Concern Species. The proposed project would have "No Effect" on historical or archeological resources. The radio frequency power

densities at the base of the proposed tower would be below federal and State standards for the frequencies used by the wireless companies.

Based on a detailed analysis of propagation, capacity, and signal strength, we find a technical need for one or more telecommunications facilities to provide wireless service along Route 7. Although a tower to be developed by Litchfield County Dispatch (LCD) and shared by AT&T, located approximately 5.2 miles north of the proposed site, has been approved by the Town of Sharon; it is not yet operational. Nonetheless, we are reasonably confident that AT&T and the other wireless carriers would be unable to provide adequate coverage to Route 7 south of Cornwall Bridge from the LCD tower because it is approximately 3 to 10 miles from the desired coverage objective.

We are concerned about the potential effect of the proposed tower on existing scenic resources including Herb Road, a Town scenic road; Routes 7 and 4, State scenic roads; the Appalachian Trail; the Mohawk Trail; the Housatonic River; and the surrounding countryside. Tourism is a primary industry in this rural area of the State, and the Council will not approve the placement of a tower in a visually sensitive area if such placement will have a substantial effect on scenic resources or if more prudent alternatives are available. Our intent is to balance the regional development of high quality wireless telecommunications infrastructure with provisions to protect the community and environment from unnecessary or inadequate facilities.

To assess the impact of the proposed tower and alternative configurations, the Council re-opened the record in this proceeding to obtain additional information regarding the locations, appearances, coverage, and visibility of alternative towers and fill-in sites located in the Housatonic Valley. The record includes numerous propagation plots, a summary of site characteristics including slope and availability, and visual impact analysis profiles for alternative towers and fill-in sites that would be required to provide continuous coverage to the Route 7 corridor with and without the construction of the proposed tower on Herb Road.

As an alternative to the proposed tower, a minimum of three 100-foot towers located in the Housatonic Valley would be necessary to provide continuous coverage and hand-off for the three identified wireless carriers along the Route 7 corridor south of Cornwall Bridge. Lower-height towers could be developed in the Housatonic Valley, however, these towers would not provide coverage to the surrounding upland areas, would be difficult to share resulting in as many as three towers for each of the three carriers, and would be closer to the scenic resources. It is clear that the development of these alternative towers would have greater cumulative effects on the environment, including the visual impact on the Appalachian Trail, the Housatonic River, and scenic Route 7 than from the proposed tower on Herb Road.

However, as proposed, the 150-foot tower would not provide continuous coverage to Route 7 from Cornwall Bridge to the intersection with Route 341 at -85 dbm for AT&T or the other carriers, and would require additional fill-in sites in the Housatonic Valley. These coverage holes would be located along Route 7 from Cornwall Bridge south for a distance of approximately one-half mile, and from the intersection of Routes 7 and 341 north for a distance of approximately 2 miles. Propagation plots indicate that coverage from a 100-foot tower at the proposed site on Herb Road would result in an incrementally larger coverage hole to the south along Route 7, but coverage could still be provided with lower-height fill-in sites, as would be necessary with the proposed 150-foot tower. However, a tower constructed 110 feet above ground level (AGL) at the proposed site would be necessary to exceed the height of the existing vegetation and allow for sharing by approximately five wireless telecommunications entities. Carriers could place their platforms with antennas at 80, 90, 100, 110 feet AGL, with whip-type antennas mounted above 110 feet for an overall height of approximately 127 feet AGL. Although this coverage could be replicated with a tower located in the Housatonic Valley near Kent Falls State Park, the Herb Road site would provide more coverage to the upland areas, reduce the number and height of fill-in sites, and be less visible from the Park and other scenic resources.

The Herb Road site is located on a large parcel in an area of the Town of Sharon that has limited development. Consequently, the views of the proposed tower would be from long distances, including locations from the nearest residence and Herb Road, approximately 900 feet to the west; the Appalachian Trail and the Housatonic River, approximately 4,100 feet to the east; and the closest portion of Route 7, which is designated as a State Scenic Road, approximately 5,000 feet to the south. The distances from visual receptors and the rural character of the area affords a unique opportunity to utilize “stealth” technology whereby the proposed tower could be disguised as a tree to reduce visual effects.

We believe a lower-height tower on Herb Road, reduced in height from 150 feet to 110 feet AGL and architecturally treated to resemble a tree, would be more compatible with the existing forest profile. Without such reduction in height and architectural treatment, a tower at Herb Road would be incompatible with existing scenic resources. The near proximity of the possible alternative towers in the Housatonic Valley to scenic resources would make such visual mitigation less effective resulting in greater visual effects.

Based on the record in this proceeding we find that the effects associated with the construction, operation, and maintenance of a telecommunications facility at the proposed site on Herb Road, including effects on the natural environment; ecological integrity and balance; public health and safety; scenic, historic, and recreational values; forests and parks; air and water purity; and fish and wildlife are not disproportionate either alone or cumulatively with other effects when compared to need, are not in conflict with policies of the State concerning such effects, and are not sufficient reason to deny the proposed site. We have carefully considered all the evidence and believe that this is the best option to protect the environment and scenic resources, minimize the development of additional towers, encourage tower sharing, and provide for high quality wireless telecommunications services in a competitive market. Therefore, we will issue a Certificate for the construction, maintenance, and operation of a cellular telecommunications facility at the proposed site located off of Herb Road in Sharon, Connecticut, as conditioned by the following Decision and Order.

**DOCKET NO. 185** - An application by Litchfield Acquisition Corporation d/b/a AT&T Wireless Services for a Certificate of Environmental Compatibility and Public Need for construction, maintenance, and operation of a telecommunications tower and associated equipment located at 70 Herb Road, Sharon, Connecticut.

## **Connecticut Siting Council**

**November 12, 1998**

### **Decision and Order**

Pursuant to the foregoing Findings of Fact and Opinion, the Connecticut Siting Council (Council) finds that the effects associated with the construction, operation, and maintenance of a telecommunications facility at the proposed site on Herb Road in Sharon, Connecticut, including effects on the natural environment; ecological integrity and balance; public health and safety; scenic, historic, and recreational values; forests and parks; air and water purity; and fish and wildlife are not disproportionate either alone or cumulatively with other effects when compared to need, are not in conflict with the policies of the State concerning such effects, and are not sufficient reason to deny the application and therefore directs that a Certificate of Environmental Compatibility and Public Need, as provided by General Statutes § 16-50k, be issued to Litchfield Acquisition Corporation d/b/a AT&T Wireless Services (AT&T) for the construction, operation, and maintenance of a telecommunications tower, associated equipment, and buildings at the proposed site at 70 Herb Road, in the Town of Sharon, Connecticut.

The facility shall be constructed, operated, and maintained substantially as specified in the Council's record in this matter, and subject to the following conditions:

1. The tower shall be constructed no taller than necessary to provide the proposed telecommunications services, sufficient to accommodate the antennas of AT&T, Springwiche Cellular Limited Partnership (Springwiche), Nextel Communications of the Mid-Atlantic, Inc. (Nextel), the antennas of at least two other wireless providers, and other entities, both public and private, as necessary, but such tower, excluding antennas, shall not exceed a height of 110 feet above ground level (AGL).
2. The tower and antennas shall be camouflaged as an evergreen tree, and the equipment building and compound shall be architecturally treated to resemble agricultural/rustic structures, subject to Council approval through Section 3 of this Decision and Order.
3. The Certificate Holder shall prepare a Development and Management (D&M) Plan for this site in compliance with Sections 16-50j-75 through 16-50j-77 of the Regulations of Connecticut State Agencies. The D&M Plan shall be submitted to and approved by the Council prior to the commencement of facility construction and shall include: a final site plan(s) for site development to include the location and specifications for the tower with antennas, designed to resemble a tree; tower foundation; architecturally-treated equipment buildings and security fence; vegetative screening; access road and underground utilities; site clearing and tree trimming; water drainage; and erosion and sedimentation controls consistent with the

Connecticut Guidelines for Soil Erosion and Sediment Control, as amended.

4. The Certificate Holder shall maintain all portions of the access road in a condition accessible for emergency access. Any damage to private roads caused by vehicles accessing the site shall be promptly repaired to pre-existing conditions.
5. Upon the establishment of any new State or federal radio frequency standards applicable to frequencies of this facility, the facility granted herein shall be brought into compliance with such standards.
6. The Certificate Holder shall provide a recalculated report of electromagnetic radio frequency power density if and when circumstances in operation cause a change in power density above the levels originally calculated and provided in the application.
7. Within six months of operation, the Certificate Holder and each carrier shall provide drive test data depicting signal levels along Route 7 between the intersections of Route 7 with Routes 341 and 128, and along Route 4 between the intersections of Route 4 with Route 125 and Northrup Road.
8. The Certificate Holder shall permit public or private entities to share space on the proposed tower for fair consideration, or shall provide any requesting entity with specific legal, technical, environmental, or economic reasons precluding such tower sharing. No antenna, other than whip antennas, may be modified or added to the tower, unless approved by the Council.
9. If the facility does not initially provide, or permanently ceases to provide cellular services following completion of construction, this Decision and Order shall be void, and the Certificate Holder shall dismantle the tower and remove all associated equipment or reapply for any continued or new use to the Council before any such use is made.
10. Any antenna that becomes obsolete and ceases to function shall be removed within 60 days after such antenna becomes obsolete and ceases to function, unless such antenna is necessary to maintain the architectural appearance of the tower and is so ordered to remain on the tower by the Council.
11. Unless otherwise approved by the Council, this Decision and Order shall be void if all construction authorized herein is not completed within three years of the effective date of this Decision and Order or within three years after all appeals to this Decision and Order have been resolved.

Pursuant to General Statutes § 16-50p, we hereby direct that a copy of the Findings of Fact, Opinion, and Decision and Order be served on each person listed below, and notice of issuance shall be published in The Hartford Courant, the Register Citizen, the News Times, and Litchfield County Times.

By this Decision and Order, the Council disposes of the legal rights, duties, and privileges of each party named or admitted to the proceeding in accordance with Section 16-50j-17 of the Regulations of Connecticut State Agencies.

The parties and intervenors to this proceeding are:

**Applicant**

Litchfield Acquisition Corporation d/b/a

AT&T Wireless Services Its Representatives

**Its Representative**

Douglas A. Cohen, Esq.  
Brown, Rudnick, Freed & Gesmer, P.C.  
185 Asylum Street, CityPlace I  
Hartford, CT 06103-3402  
(860) 509-6511

Mitchell Holmgren  
Site Development Coordinator  
AT&T Wireless Services  
15 East Midland Avenue  
Paramus, NJ 07652  
(203) 967-3130

**Party**

Town of Sharon

**Its Representative**

Robert Moeller  
First Selectman  
P.O. Box 385, 63 Main Street  
Sharon, CT 06069  
(860) 364-5789

**Intervenor**

Springwich Cellular Limited Partnership

**Its Representative**

Peter J. Tyrrell  
  
Senior Counsel  
Springwich Cellular Limited Partnership  
500 Enterprise Drive  
Rocky Hill, CT 06067-3900  
(860) 513-7673

**Intervenor**

Nextel Communications of the Mid-Atlantic,  
Inc. d/b/a Nextel Communication

**Its Representative**

Christopher B. Fisher  
Cuddy, Feder & Worby  
90 Maple Avenue  
White Plains, NY 10601-5196  
(914) 761-1300

**Intervenors**

Mary I. Whitehead  
P.O. Box 1235  
Sharon, CT 06069  
Hartford, CT 06103

Laurance and Carol Rand  
30 Morey Road **SERVICE WAIVED**  
Sharon, CT 06069

Fred and Judith Schwerin  
44 Morey Road **SERVICE WAIVED**  
Sharon, CT 06069

Toni Tucker  
6 Herb Road **SERVICE WAIVED**  
Sharon, CT 06069

José and Grace Noyes  
12 Herb Road **SERVICE WAIVED**  
Sharon, CT 06069

Melvin Elliott  
59 Northrop Road **SERVICE WAIVED**  
Sharon, CT 06069

**Its Representative**

Raymond J. Devlin, Jr.

Law Offices of Raymond J. Devlin, Jr.

100 Pearl Street, 14th Floor

(860) 249-0691



FedEx® Tracking



## DELIVERED

Thursday

9/14/23 at 11:29 AM

Signed for by: BBRENT

[↓ Obtain proof of delivery](#)

How was your delivery?



## DELIVERY STATUS

Delivered

## TRACKING ID

773387545324

## FROM

SARATOGA SPRINGS, NY US

*Label Created*

9/12/23 3:15 PM

## WE HAVE YOUR PACKAGE

RENSSELAER, NY

9/12/23 4:01 PM

## IN TRANSIT

WINDSOR, CT

9/14/23 7:30 AM

## OUT FOR DELIVERY

WINDSOR, CT

9/14/23 7:36 AM

## DELIVERED

Sharon, CT US

*Delivered*

9/14/23 at 11:29 AM

[↓ View travel history](#)

Want updates on this shipment? Enter your email and we will do the rest!

YOUR EMAIL

Airosmith

Your email is invalid.

[MORE OPTIONS](#)

SUBMIT



Shipment facts



Shipment overview

**TRACKING NUMBER** 773387545324

**SHIP DATE** ⓘ 9/12/23

**STANDARD TRANSIT** ⓘ 9/14/23

**ACTUAL DELIVERY** ⓘ 9/14/23 at 11:29 AM



Services

**SERVICE** FedEx Ground

**TERMS** Shipper



Package details

**WEIGHT** 3 lbs / 1.36 kgs

**DIMENSIONS** 18x13x3 in.

**TOTAL PIECES** 1

**PACKAGING** Package

[↑ Back to top](#)

Travel history



Ascending



Local Scan Time





- 3:15 PM  
**Shipment information sent to FedEx**

- 4:01 PM  
**Picked up**  
RENSSELAER, NY

Wednesday, 9/13/23

- 6:32 PM  
**Arrived at FedEx location**  
RENSSELAER, NY
- 6:34 PM  
**Shipment arriving On-Time**  
RENSSELAER, NY

Thursday, 9/14/23

- 3:38 AM  
**Left FedEx origin facility**  
RENSSELAER, NY
- 7:30 AM  
**At local FedEx facility**  
WINDSOR, CT
- 7:36 AM  
**On FedEx vehicle for delivery**  
WINDSOR, CT
- ☑ 11:29 AM  
**Delivered**  
Sharon, CT

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DELIVERED

Thursday

9/14/23 at 10:34 AM

Signed for by: Signature not required  
Left at garage

 [Obtain proof of delivery](#)

DELIVERY STATUS

Delivered 



James Gillespie- Owner (Sharon CT)  
773387382632  

**FROM**  
SARATOGA SPRINGS, NY US  
*Label Created*  
9/12/23 3:15 PM

**WE HAVE YOUR PACKAGE**  
RENSSELAER, NY  
9/12/23 4:01 PM

**IN TRANSIT**  
WINDSOR, CT  
9/14/23 7:31 AM

**OUT FOR DELIVERY**  
WINDSOR, CT  
9/14/23 7:36 AM

**DELIVERED**  
Sharon, CT US  
*Delivered*  
9/14/23 at 10:34 AM





YOUR EMAIL

jschmidt@airosmith

✖

Your email is invalid.

MORE OPTIONS

SUBMIT

Manage Delivery

▼

Shipment facts

^

 Shipment overview

TRACKING NUMBER	773387382632
SHIP DATE	<div>9/12/23</div>
STANDARD TRANSIT	<div>9/14/23</div>
ACTUAL DELIVERY	<div>9/14/23 at 10:34 AM</div>

 Services

SERVICE	FedEx Ground
TERMS	Shipper

 Package details

WEIGHT	3 lbs / 1.36 kgs
DIMENSIONS	18x12x3 in.
TOTAL PIECES	1
PACKAGING	Package

↑

Back to top

Travel history

^

Ascending

▼



Tuesday, 9/12/23

- 3:15 PM  
Shipment information sent to FedEx
- 4:01 PM  
Picked up  
RENSSELAER, NY

Wednesday, 9/13/23

- 6:30 PM  
Arrived at FedEx location  
RENSSELAER, NY
- 6:31 PM  
Shipment arriving On-Time  
RENSSELAER, NY

Thursday, 9/14/23

- 3:38 AM  
Left FedEx origin facility  
RENSSELAER, NY
- 7:31 AM  
At local FedEx facility  
WINDSOR, CT
- 7:36 AM  
On FedEx vehicle for delivery  
WINDSOR, CT
- ✓ 10:34 AM  
Delivered  
Left at garage. Signature Service not requested.  
Sharon, CT

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LANGUAGE

 United States

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**DELIVERED**

# Thursday

9/14/23 at 11:29 AM

Signed for by: BBRENT

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How was your delivery?

**DELIVERY STATUS**

Delivered

**TRACKING ID**

773387688098

**FROM**

SARATOGA SPRINGS, NY US

*Label Created*

9/12/23 3:29 PM

**WE HAVE YOUR PACKAGE**

RENSSELAER, NY

9/12/23 4:01 PM

**IN TRANSIT**

WINDSOR, CT

9/14/23 7:40 AM

**OUT FOR DELIVERY**

WINDSOR, CT

9/14/23 7:47 AM

**DELIVERED**

Sharon, CT US

*Delivered*

9/14/23 at 11:29 AM

[↓ View travel history](#)

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**YOUR EMAIL**

Airosmith

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**SUBMIT****MORE OPTIONS**



Shipment facts



Shipment overview

**TRACKING NUMBER** 773387688098

**SHIP DATE** ⓘ 9/12/23

**STANDARD TRANSIT** ⓘ 9/14/23

**ACTUAL DELIVERY** ⓘ 9/14/23 at 11:29 AM



Services

**SERVICE** FedEx Ground

**TERMS** Shipper



Package details

**WEIGHT** 3 lbs / 1.36 kgs

**DIMENSIONS** 18x13x3 in.

**TOTAL PIECES** 1

**PACKAGING** Package

[↑ Back to top](#)

Travel history



Ascending



Local Scan Time





- 3:29 PM  
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Wednesday, 9/13/23

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**DELIVERED**

# Thursday

9/14/23 at 11:29 AM

Signed for by: BBRENT

[↓ Obtain proof of delivery](#)

How was your delivery?

**DELIVERY STATUS**

Delivered

**TRACKING ID**

773386082877

**FROM**

SARATOGA SPRINGS, NY US

*Label Created*

9/12/23 2:15 PM

**WE HAVE YOUR PACKAGE**

RENSSELAER, NY

9/12/23 4:01 PM

**IN TRANSIT**

WINDSOR, CT

9/14/23 7:36 AM

**OUT FOR DELIVERY**

WINDSOR, CT

9/14/23 7:43 AM

**DELIVERED**

Sharon, CT US

*Delivered*

9/14/23 at 11:29 AM

[↓ View travel history](#)

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**YOUR EMAIL**

Airosmith

Your email is invalid.

**MORE OPTIONS****SUBMIT**



Shipment facts



Shipment overview

**TRACKING NUMBER** 773386082877

**SHIP DATE** ⓘ 9/12/23

**STANDARD TRANSIT** ⓘ 9/14/23

**ACTUAL DELIVERY** ⓘ 9/14/23 at 11:29 AM



Services

**SERVICE** FedEx Ground

**TERMS** Shipper



Package details

**WEIGHT** 3 lbs / 1.36 kgs

**DIMENSIONS** 18x13x3 in.

**TOTAL PIECES** 1

**PACKAGING** Package

[↑ Back to top](#)

Travel history



Ascending



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RENSSELAER, NY

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RENSSELAER, NY
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**Shipment arriving On-Time**  
RENSSELAER, NY

Thursday, 9/14/23

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RENSSELAER, NY
- 7:36 AM  
**At local FedEx facility**  
WINDSOR, CT
- 7:43 AM  
**On FedEx vehicle for delivery**  
WINDSOR, CT
- ✓ 11:29 AM  
**Delivered**  
Sharon, CT

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ORIGIN ID: GFLA (518) 300-0463  
 JENNIFER SCHMIDT  
 AROSMT-H DEVELOPMENT INC.  
 318 WEST AVE  
 SARATOGA SPRINGS, NY 12866  
 UNITED STATES US

SHIP DATE: 18SEP23  
 ACTWGT: 5.00 LB  
 CAD: 10763113/IN1ET4640

BILL SENDER

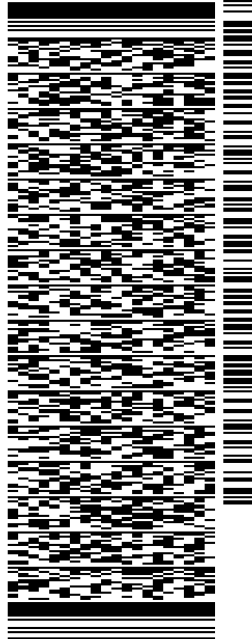
TO **MELANIE A. BACHMAN**  
**CONNECTICUT SITING COUNCIL**  
**10 FRANKLIN SQUARE**

**NEW BRITAIN CT 06051**

(860) 827-2935

REF: ATC ENG 202202 SHARON CT

INV: PO: DEPT:



J233123073101uv

583J48B35/9AE3

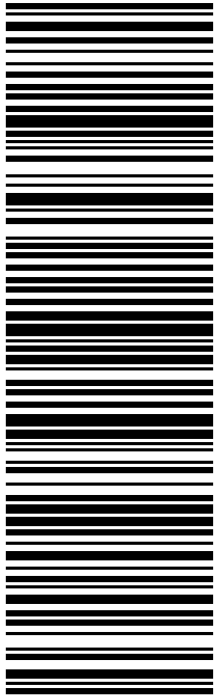
TRK# 7734 4427 2617  
 0201

WED - 20 SEP 5:00P

\*\* 2DAY \*\*

**K7 BDLA**

06051  
 CT-US BDL



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1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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