

Via FedEx\_

July 12<sup>th</sup>, 2022

Connecticut Siting Council ATTN: Melanie Bachman 10 Franklin Square New Britain, Connecticut 06051

## RE: American Tower Corporation's Petition for a Declaratory Ruling – Expansion of Existing Telecommunications Facility's Compound 401 Lopus Road, Beacon Falls, Connecticut 06403

Dear Ms. Bachman:

Submitted herein on behalf of American Tower Corporation is a petition for a declaratory ruling that no new or amended Certificate of Environmental Compatibility and Public Need is required for the expansion the existing telecommunications facility's compound located at 401 Lopus Road, Beacon Falls, Connecticut (41°25'58.03" N, 73°04'13.20" W).

Notice has been provided to the underlying property owner and the abutting property owners. Included is a list of the abutting properties and the proof of delivery of said notice.

If you have any questions, please reach out to me by email at <u>JLehman@airosmithdevelopment.com</u> or by phone (518) 932-7049. Thank you for your consideration.

Sincerely,

Jake Lehman Site Acquisition Specialist I Airosmith Development, Inc. 318 West Ave. Saratoga Springs, NY 12866 (518) 306-1711 fax (518) 932-7049 cell jlehman@airosmithdevelopment.com

Enclosed: (15) Copies of the Petition and Supporting Documentation Check #9776 for \$625.00 for Associated Filing Fees

318 West Ave., Saratoga Springs, NY 12866 Office 518-306-1711 – Fax 518-306-1711 www.airosmithdevelopment.com



## STATE OF CONNECTICUT CONNECTICUT SITING COUNCIL

PETITION OF AMERICAN TOWER	)	<b>PETITION NO.</b>
CORPORATION FOR A DECLARATORY	)	
RULING THAT NO NEW OR AMENDED	)	
CERTIFICATE OF ENVIRONMENTAL	)	
COMPATIBILITY AND PUBLIC NEED	)	
IS REQUIRED FOR THE EXPANSION	)	
OF THE EXISTING	)	
TELECOMMUNICATIONS FACILITY	)	
IN BEACON FALLS, CONNECTICUT	)	July 12 <sup>th</sup> , 2022

## PETITION FOR A DECLARATORY RULING EXPANSION OF THE EXITING TELECOMMUNICTIONS FACILTY COMPOUND 401 LOPUS ROAD, BEACON FALLS

## I. Introduction

American Tower Corporation hereby petitions the Connecticut Siting Council pursuant to Sections 16-50j-38 and 16-50j-39 of the Regulations of Connecticut State Agencies, for a declaratory ruling that no new or amended Certificate of Environmental Compatibility and Public Need is required under the provisions set forth by the Connecticut General Statutes Section 16-50k to expand the existing compound inside American Tower Corporation's easement parcel for the purpose of installing a new 80kw shared use backup generator.

## II. <u>Background</u>

On October 27<sup>th</sup>, 2005, the Town of Beacon Falls approved New Cingular Wireless' application to construct a 150' telecommunications tower ("Tower") that is currently maintained by successor-in-interest American Tower Corporation. The Tower and attendant equipment is currently inside a 1,992-sf compound ("Compound") on the property owned by the Town of Beacon Falls, however the Easement Agreement ("Easement") is for two

parcels. The first being the existing "Tower Area", which is previously described. The second parcel is the "Expansion Area", which is a 100' x 100' (10,000 sf) parcel (Depicted in Attachments D, E, & F). While American Tower Corporation does not intend to expand the Compound the full 10,000 sf depicted in the Easement, it is necessary to expand it 11" x 15'-4" (approximately 170 sf) for the installation of the proposed Generator.

### III. <u>Proposed Modification</u>

American Tower Corporation is seeking to extend the existing compound as proposed in Attachment B for the sole purpose of installing an 80kw self-contained diesel generator ("Generator") inside the fenced Compound.

The proposed fence will match the existing fence and there will be no adverse effect to the environment around or in the proposed expansion.

The Tower itself will not increase in height, nor will it be modified in any way. The proposed expansion is for American Tower Corporation's Tenants to have access to a backup emergency Generator and associated equipment that will not fit into the existing Compound.

## IV. <u>The Proposed Modification Should Be Approved</u>

Pursuant to Section 16-50k of the Connecticut General Statutes, the proposed Generator is exempt from needing a Certificate of Environmental Compatibility and Public Need because the proposed Generator is a fuel cell **"built within the state with a generating capacity of two hundred fifty kilowatts (250kw) or less."** (Emphasis added).

Also, the Tower is currently approved for a 1,992-sf compound, however, American Tower Corporation, or its successor-in-interest, have secured an Expansion Area of 100' x 100' (10,000 sf) Easement area, and is proposing to expand the existing fenced compound by 11" x 15'-4"' (approximately 170 sf). The environmental effects of the proposed increase are minimal with no notable effects. Alongside of this, the ground in the proposed expansion would have been disturbed during the original construction of the Tower, meaning there would be no new ground disturbance on the property.

As mentioned previously, the proposed expansion of less than 170 sq. ft. would allow for a new emergency backup generator for T-Mobile, an existing tenant, to ensure that in the event of a power outage, T-Mobile's service to the surrounding community will not be disrupted.

The following documentation has been included in support of American Tower Corporation's Petition for a declaratory ruling that no new or amended Certificate of Environmental Compatibility and Public Need is required.

<u>Attachment A</u> – Letter of Authorization for Airosmith Development from American Tower Corporation

<u>Attachment B</u> – Signed and Stamped Construction Drawings

<u>Attachment C</u> – Original Approval

Attachment D – Underlying Easement Agreement

<u>Attachment E</u> – As-Built Survey

<u>Attachment F</u> – Updated Site Plan – See Attached Note

<u>Attachment G</u> – Wetlands Map

<u>Attachment H</u> – Notice to Abutting Properties and Other Interested Parties as well as Proof of Delivery, Tax Records Included

### V. <u>Conclusion</u>

American Tower Corporation's proposal for the expansion of the existing compound will allow for a new shared use backup Generator that will initially be used as backup power by T-Mobile, an existing tenant of American Tower Corporation. The proposed actions will have a minimal environmental effect, and will provide necessary backup power to T-Mobile in the event of a power outage. Accordingly, American Tower Corporation respectfully requests that the Connecticut Siting Council issue a declaratory ruling that the proposed expansion and installation of said Generator is authorized without a new or amended Certificate of

Environmental Compatibility and Public Need.

Sincerely,

Jake Lehman

Jake Lehman Site Acquisition Specialist I Airosmith Development, Inc. 318 West Ave. Saratoga Springs, NY 12866 (518) 306-1711 fax (518) 932-7049 cell jlehman@airosmithdevelopment.com

 cc: Gerard Smith – First Selectman of the Town of Beacon Falls as Chief Elected Official and Property Owner
 Keith Rosenfield – Town Planner of Beacon Falls as Planning and Zoning Representative American Tower Corporation – Tower Owner (Via Email)

# Attachment A

Letter of Authorization from American Tower Corporation to Airosmith Development



#### SITE NO/PROJECT NO: 370641 / ATC834525

#### SITE NAME: Beacon Falls CT

APN: BEAC-000003-000001-000016-001800

## ADDRESS: 401 LOPUS RD BEACON FALLS, CT 06403

I, Margaret Robinson, Senior Counsel, US Tower Division on behalf of American Tower\*, owner of the tower facility located at the address identified above (the "Tower Facility"), do hereby authorize **AIROSMITH DEVELOPMENT** its successors and assigns, to act as American Tower's non-exclusive agent for the purpose of filing and securing any zoning, land-use, building permit and/or electrical permit application(s) and approvals of the applicable jurisdiction for and to conduct the construction of the installation of antennas and related telecommunications equipment on the Tower Facility located at the above address. This installation shall not affect adjoining lands and will occur only within the area leased by American Tower.

American Tower understands that the application may be denied, modified or approved with conditions. The above authorization is limited to the acceptance by American Tower of conditions related to American Tower's installation. Any such conditions of approval or modifications will not be effective unless approved in writing by American Tower.

The above authorization does not permit **AIROSMITH Development** to modify or alter any existing permit(s) and/or zoning or land-use conditions or impose any additional conditions unrelated to American Tower's installation of telecommunications equipment without the prior written approval of American Tower.

Signature:

Margaret Robinson, Senior Counsel US Tower Division

NOTARY BLOCK

COMMONWEALTH OF MASSACHUSETTS County of Middlesex

This instrument was acknowledged before me by Margaret Robinson, Senior Counsel of American Tower (Tower Facility owner and/or operator), 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/she executed the same.

WITNESS my hand and official seal, this 30th day of March 2022.

NOTARY SEAL

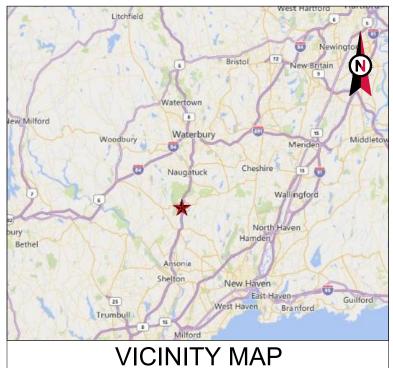
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			lassachusetts
My	Commission Exp	aires Mi	arch 14. 2025

Notary Public My Commission Expires: March 14, 2025

\* American Tower as used herein is defined as American Tower Corporation and any of its affiliates or subsidiaries.

# Attachment B

# Signed and Stamped Construction Drawings



## **AMERICAN TOWER®**

ATC SITE NAME: BEACON FALLS CT SITE NUMBER: 370641 SITE ADDRESS: 401-411 LOPUS ROAD BEACON FALLS, CT 06403



LOCATION MAP

## SHARED GENERATOR PROGRAM ANCHOR TENANT

COMPLIANCE CODE	PROJECT SUMMARY	PROJECT DESCRIPTION	SHEET INDE>			
ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE	SITE ADDRESS:	THE PROPOSED PROJECT INSTALLS AN OPTIONAL STANDBY GENERATOR SYSTEM, AUTOMATIC TRANSFER SWITCH,	SHEET NO:	DESCRIPTION:		
FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS	401-411 LOPUS ROAD BEACON FALLS, CT 06403	GENERATOR AUXILIARY POWER DISTRIBUTION, AND REMOTE MONITORING COMMUNICATIONS CIRCUITRY FOR A	G-001	TITLE SHEET		
TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.	COUNTY: NEW HAVEN	COMMUNICATION TOWER TENANT.	G-002	GENERAL NOTES		
1. INTERNATIONAL BUILDING CODE (IBC)	GEOGRAPHIC COORDINATES:		C-101	SITE PLAN		
2. NATIONAL ELECTRIC CODE (NEC) 3. LOCAL BUILDING CODE	LATITUDE: 41.43283333		C-501	CONCRETE PAD DETAILS		
4. CITY/COUNTY ORDINANCES	LONGITUDE: -73.07022222		E-601	ELECTRICAL ONE-LINE AND WIRING DETAILS		
	GROUND ELEVATION: 159' AMSL ZONING INFORMATION:	PROJECT NOTES	R-601	SUPPLEMENTAL		
	JURISDICTION: NEW HAVEN	1. THE FACILITY IS UNMANNED.				
	PARCEL NUMBER: UNKNOWN	<ol> <li>A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE.</li> </ol>				
		3. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF STORM WATER DRAINAGE.				
	PROJECT TEAM	<ol> <li>NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED.</li> </ol>				
	ATC REGIONAL NETWORK DEVELOPMENT PROJECT MANAGER:	<ol> <li>HANDICAP ACCESS IS NOT REQUIRED.</li> <li>THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS</li> </ol>				
	MICHAEL JOYCE (508) 326-5522	AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. § 1455(A) AS A			-	
UTILITY COMPANIES	ATC NETWORK OPERATIONS CENTER: (877) 518-6937	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).			+	
POWER COMPANY: CONNECTICUT LIGHT AND POWER PHONE: (888) 783-6617	TOWER OWNER:					
TELEPHONE COMPANY: AT&T	AMERICAN TOWER	PROJECT LOCATION DIRECTIONS				
PHONE: (800) 288-2020	10 PRESIDENTIAL WAY WOBURN, MA 01801					
000	PROPERTY OWNER:	FROM HAMDEN CT, HEAD EAST TOWARD CT-10 S IN 250 FT. TURN RIGHT ONTO CT-10 S/WHITNEY AVE IN .3 MI, TURN RIGHT TO				
	THE TOWN OF BEACON FALLS, CT 10 MAPLE AVE,	MERGER ONTO CT-15 S TOWARD NEW HAVEN IN 5 MI. TAKE EXIT 59 IN .2 MI TURN LEFT ONTO CT-69 N IN .3 MI. TURN LEFT ONTO				
	BEACON FALLS, CT 06403	BRADLEY RD IN .3 MI. TURN RIGHT ONTO CT-63 N IN 2.7 MI. TURN LEFT ONTO CT-67 N IN 3.6 MI. TURN RIGHT ONTO STATE HIGHWAY				
	ENGINEERED BY:	721 IN 2.3 MI. TURN LEFT ONTO CT-42 W IN .2 MI. TURN RIGHT ONTO OLD PINES BRIDGE RD IN .2 MI. TURNS TO LOPUS RD IN .4 MI AND				
Know what's <b>below.</b>	ATC TOWER SERVICES 3500 REGENCY PARKWAY SUITE 100	DED PINES BRIDGE RD IN .2 MI. TURNS TO LOPUS RD IN .4 MI AND DESTINATION IS ON RIGHT			$\square$	
Call before you dig.	CARY, NC 27518					

REV:	DATE:	BY:
0	03/25/22	FR

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	AMERICAN TOWER®
	A.T. ENGINEERING SERVICE, PLLC 3500 REGENCY PARKWAY
	SUITE 100 CARY, NC 27518
	PHONE: (919) 468-0112 COA: 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
	6 FOR CONSTRUCTION FR 03/25/22
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	ATC SITE NUMBER: 370641
	ATC SITE NAME: BEACON FALLS CT
	SITE ADDRESS:
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#### GENERAL CONSTRUCTION NOTES:

- 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.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED INSPECTIONS. 3.
- 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
- DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS. 5
- DETAILS SHOWN ARE TYPICAL; SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS 6.
- 7. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR
- CONTRACTOR SHALL BRACE STRUCTURES UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: LATERAL BRACING, ANCHOR BOLTS, ETC
- CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES, GROUNDS DRAINS, 9. DRAIN PIPES, VENTS, ETC, BEFORE COMMENCING WORK
- 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
- CONTRACTOR SHALL ENSURE ALL SUBCONTRACTORS ARE PROVIDED WITH A COMPLETE AND CURRENT SET OF DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- CONTRACTOR SHALL REMOVE ALL RUBBISH AND DEBRIS FROM THE SITE AT THE END OF EACH 16. DAY
- CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH LANDLORD AND TAKE PRECAUTIONS TO MINIMIZE IMPACT AND DISRUPTION OF OTHER OCCUPANTS OF THE FACILITY.
- CONTRACTOR SHALL FURNISH ATC WITH A PDF MARKED UP AS-BUILT SET OF DRAWINGS UPON 18. COMPLETION OF WORK
- PRIOR TO SUBMISSION OF BID. CONTRACTOR SHALL COORDINATE WITH ATC CM TO DETERMINE 19. 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.
- PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH ATC CONSTRUCTION 20. 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.
- CONTRACTOR SHALL INSTALL ALL SITE SIGNAGE IN ACCORDANCE WITH ATC SPECIFICATIONS 21 AND REQUIREMENTS.
- 22. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO ATC FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
- ALL FOUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND 23. LOCATED ACCORDING TO ATC SPECIFICATIONS, AND AS SHOWN IN THESE PLANS.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE 24 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.
- CONTRACTOR SHALL NOTIFY ATC CM A MINIMUM OF 48 HOURS IN ADVANCE OF POURING 25. CONCRETE OR BACKFILLING ANY UNDERGROUND UTILITIES, FOUNDATIONS OR SEALING ANY WALL, FLOOR OR ROOF PENETRATIONS FOR ENGINEERING REVIEW AND APPROVAL
- 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 NEGLECT ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, OR BY THE ELEMENTS DUE TO NEGLECT 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 HEREINAETER BY MANUFACTURER'S NAMES AND/OR MANUFACTURER'S CATALOG NUMBER SHALL BE PROVIDED BY THESE MANUFACTURERS AS SPECIFIED.

#### CONCRETE AND REINFORCING STEEL NOTES:

- 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 "
- MIX DESIGN SHALL BE APPROVED BY ATC CM PRIOR TO PLACING CONCRETE. 2.
- 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 4000 PSI UNLESS OTHERWISE NOTED
- 4. THE FOLLOWING MATERIALS SHALL BE USED:

PORTLAND CEMENT:

REINFORCEMENT BARS:

REINFORCEMENT:

WATER

ADMIXTURES

ASTM C150, TYPE 2 ASTM A185, PLAIN STEEL WELDED WIRE FABRIC ASTM A615, GRADE 60, DEFORMED NORMAL WEIGHT AGGREGATE: ASTM C33 ASTM C 94/C 94M

- -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".
- 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.
- INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR SHALL BE PER MANUFACTURER'S 7 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
- ADMIXTURES SHALL CONFORM TO THE APPROPRIATE ASTM STANDARD AS REFERENCED IN 8. "METHOD 1" OF ACL301
- DO NOT WELD OR TACK WELD REINFORCING STEEL.
- ALL DOWELS ANCHOR BOLTS EMBEDDED STEEL ELECTRICAL CONDUITS PIPE SLEEVES 10 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.
- SPLICING OF REINFORCEMENT IS PERMITTED ONLY AT LOCATIONS SHOWN IN THE CONTRACT 17 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.
- REINFORCING BAR DEVELOPMENT LENGTHS, AS COMPUTED IN ACCORDANCE WITH ACI 318, 18. FORM THE BASIS FOR BAR EMBEDMENT LENGTHS AND BAR SPLICED LENGTHS SHOWN IN THE

DRAWINGS. APPLY APPROPRIATE MODIFICATION FACTOR COVER AND THE LIKE.

- 19 DETAILING OF REINFORCING STEEL SHALL CONFORM TO ' FOR DETAILING REINFORCED CONCRETE STRUCTURES" (A
- ALL SLAB CONSTRUCTION SHALL BE CAST MONOLITHICAL CONSTRUCTION JOINTS, UNLESS SHOWN IN THE CONTRACT
- LOCATION OF ALL CONSTRUCTION JOINTS ARE SUBJECT T 21 CONTRACT DOCUMENTS, CONFORMANCE WITH ACI 318, AM DRAWINGS SHOWING LOCATION OF DETAILS OF THE PROF BE SUBMITTED WITH REINFORCING STEEL PLACEMENT DR
- SPLICES OF WWF, AT ALL SPLICED EDGES, SHALL BE SUCH 22. BETWEEN OUTERMOST CROSS WIRES OF EACH FABRIC SH OF THE CROSS WIRE PLUS 2 INCHES, NOR LESS THAN 6".
- BAR SUPPORTS SHALL BE ALL-GALVINIZED METAL WITH PL 23
- ALL REINFORCEMENT SHALL BE SECURELY TIED IN PLACE 24 CONSTRUCTION TRAFFIC OR CONCRETE. TIE WIRE SHALL INTENDED PURPOSE, BUT NOT LESS THAN NO. 18 GAUGE
- SLAB ON GROUND.
  - A. COMPACT SUBGRADE AND ENSURE THERE IS PLAC B. PROVIDE VAPOR BARRIER BENEATH SLAB ON GROU

#### STRUCTURAL STEEL NOTES:

- STRUCTURAL STEEL SHALL CONFORM TO THE LATEST ED FOR THE DESIGN, FABRICATION AND ERECTION OF STRUC
- STRUCTURAL STEEL ROLLED SHAPES, PLATES AND BARS ASTM DESIGNATIONS
  - A. ASTM A-572, GRADE 50 ALL W SHAPES, UNLESS NO
  - B. ASTM A-36 ALL OTHER ROLLED SHAPES, PLATES A
  - C. ASTM A-500, GRADE B HSS SECTION (SQUARE, RE
  - D ASTM A-325 TYPE SC OR N ALL BOLTS FOR CONN
  - E. ASTM F-1554 07 ALL ANCHOR BOLTS, UNLESS NOT
- ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE H 3 FABRICATION PER ASTM A123, EXPOSED STEEL HARDWAR GALVANIZED PER ASTM A153 OR B695
- ALL FIELD CUT SURFACES, FIELD DRILLED HOLES AND GRO PAINT OR GALVANIZATION REMOVAL WAS REQUIRED SHAL COATS OF ZRC GALVILITE COLD GALVANIZING COMPOUND MANUFACTURER'S RECOMMENDATIONS.
- DO NOT DRILL HOLES THROUGH STRUCTURAL STEEL MEM DETAILED ON STRUCTURAL DRAWINGS

#### CONNECTIONS

- A. ALL WELDING TO BE PERFORMED BY AWS CERTIFIE ACCORDANCE WITH THE LATEST EDITION OF THE A
- B. ALL WELDS SHALL BE INSPECTED VISUALLY. 25% O DYE PENETRANT OR MAGNETIC PARTICLE TO MEET D1.1. REPAIR ALL WELDS AS NECESSARY.
- C. INSPECTION SHALL BE PERFORMED BY AN AWS CEI
- D. IT IS THE CONTRACTORS RESPONSIBILITY TO PROV REQUIRED BY LOCAL GOVERNING AUTHORITY AND DEPARTMENT DETAIL FOR ANY WELDING ACTIVITY.
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- F. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WEL
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TM A780 AND MANUFACTURERS		
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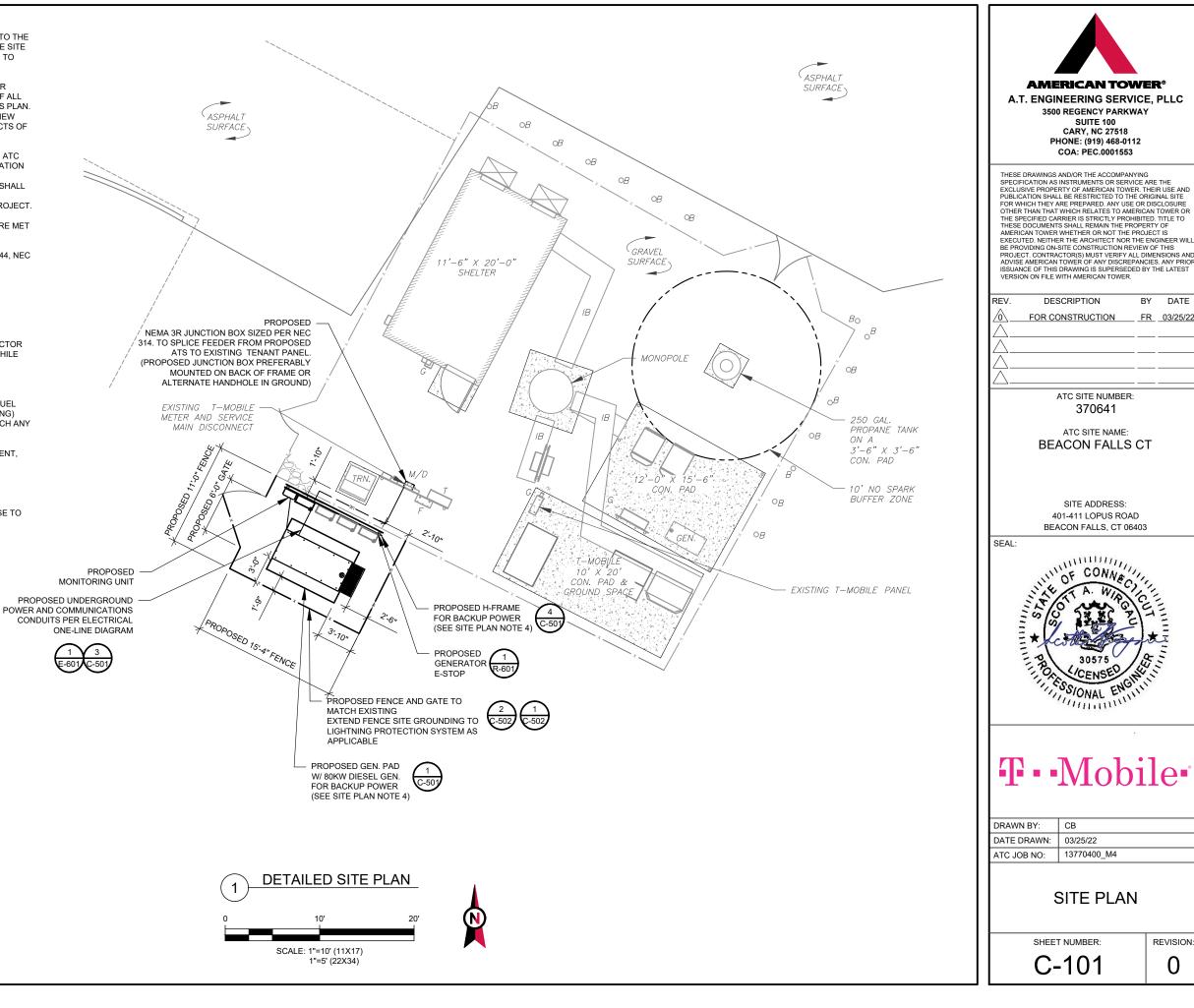
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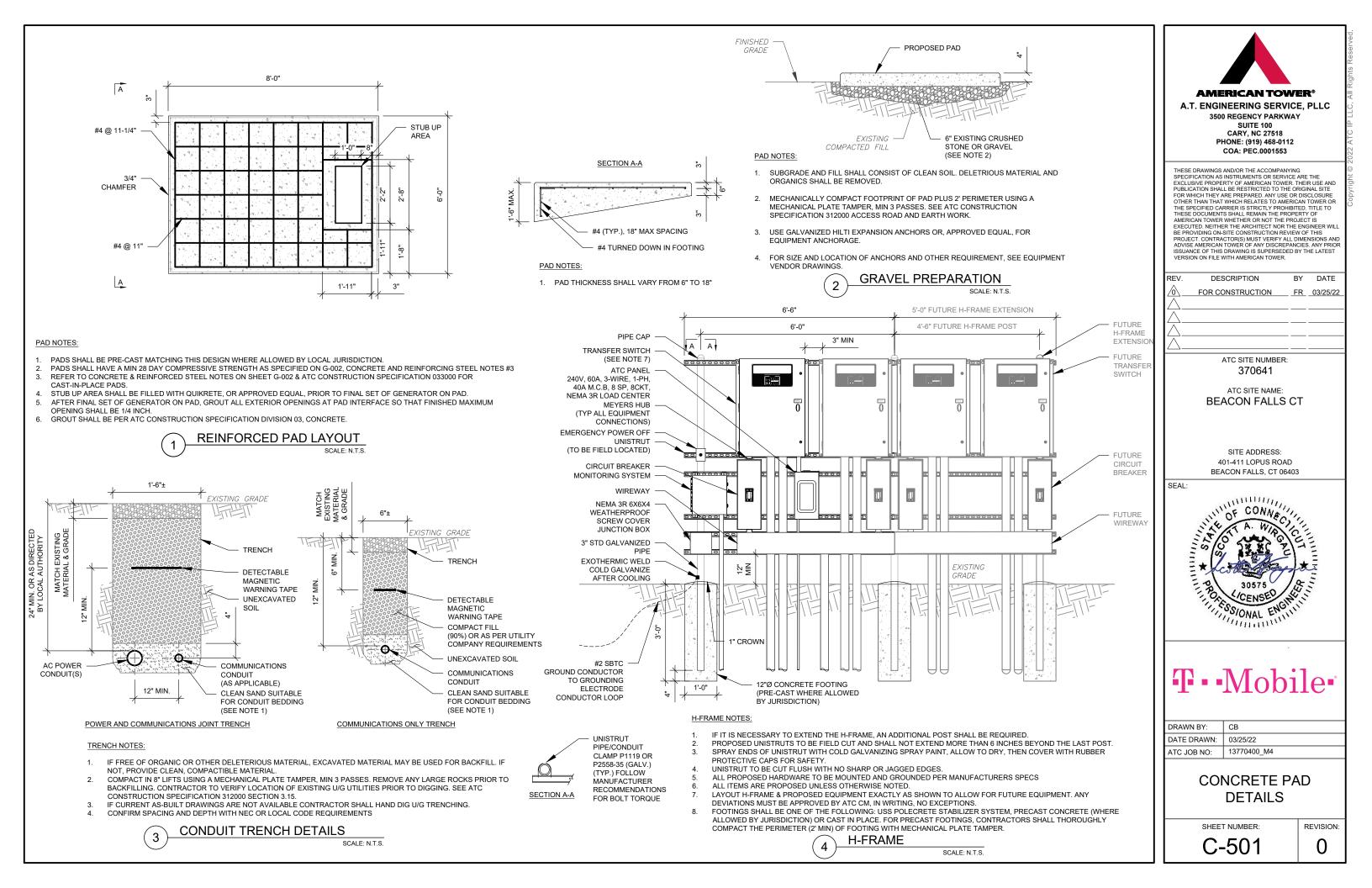
- . THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
- 2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX 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:
- INSTALL ALL PROVIDED SEALS, PLUGS, COVERS, ETC. IN GENERATOR AND FUEL TANK ENVELOPE. SEAL ALL REMAINING OPENINGS (EXCEPT NORMAL VENTING) WITH RODENT FOAM SEALANT. NO OPENING SHALL BE LARGER THAN 1/4 INCH ANY DIMENSION.
- 2. SEAL ALL CONDUITS INCLUDING CONDUITS ENTERING GENERATOR EQUIPMENT, BOXES, ATTACHMENTS, ETC. WITH RODENT FOAM SEALANT.
- 3. SEAL ALL CONDUIT ACCESS OPENINGS THROUGH CONCRETE PAD WITH CONCRETE.
- 4. SLOPE GRAVEL BASE AT CONCRETE PAD PERIMETER FROM ABOVE PAD BASE TO EXISTING GRADE LEVEL TYPICAL ALL PERIMETER SIDES.

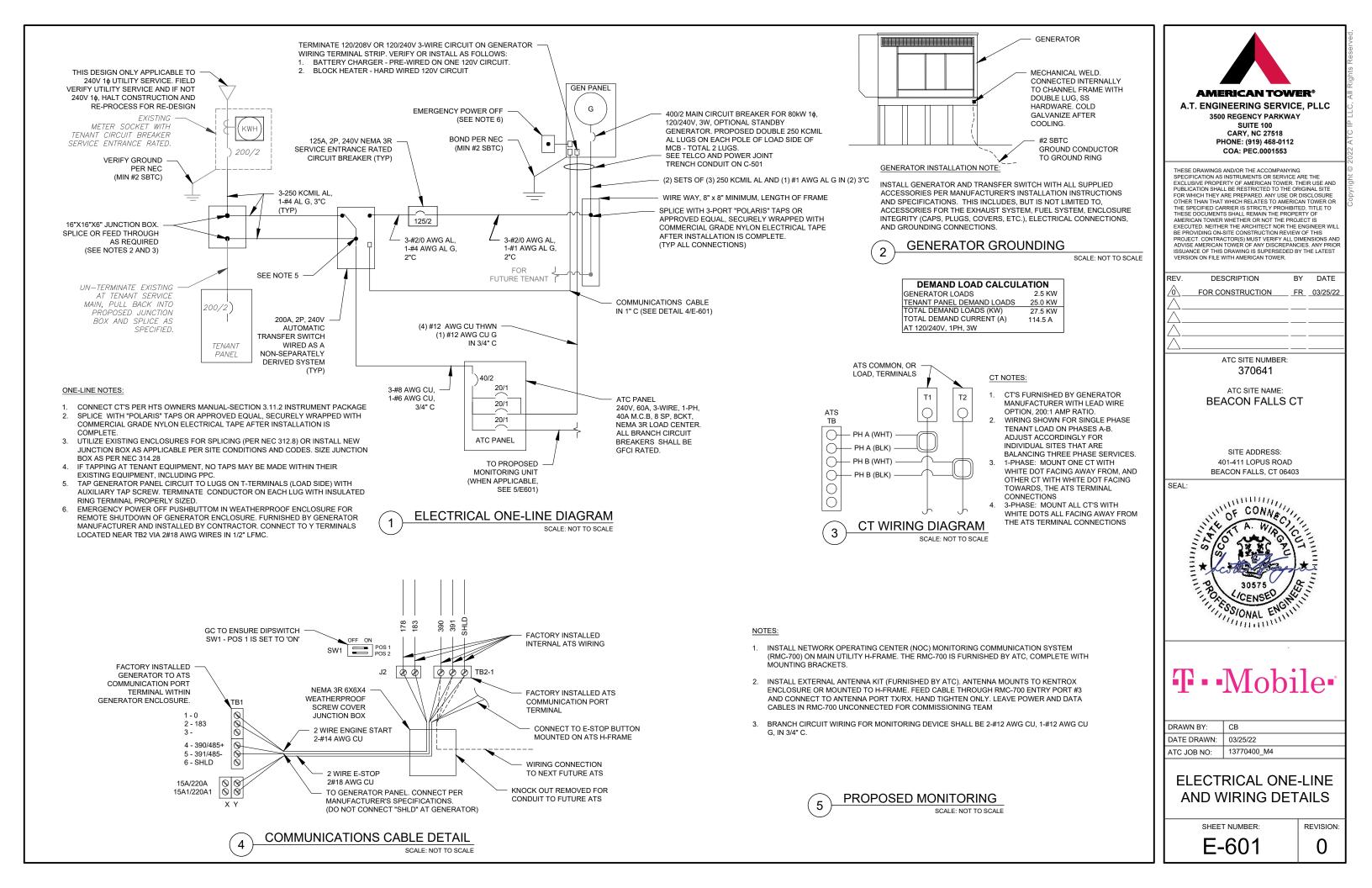
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8 ATS B CSC D E F G G HH, V B K L C M M P B P P P T T T R N	LEGEND GROUNDING TEST WELL AUTOMATIC TRANSFER SWITCH BOLLARD CELL SITE CABINET DISCONNECT ELECTRICAL FIBER GENERATOR GENERATOR RECEPTACAL HAND HOLE, VAULT ICE BRIDGE KENTROX BOX LIGHTING CONTROL METER PULL BOX POWER POLE TELCO TRANSFORMER
 x	CHAINLINK FENCE

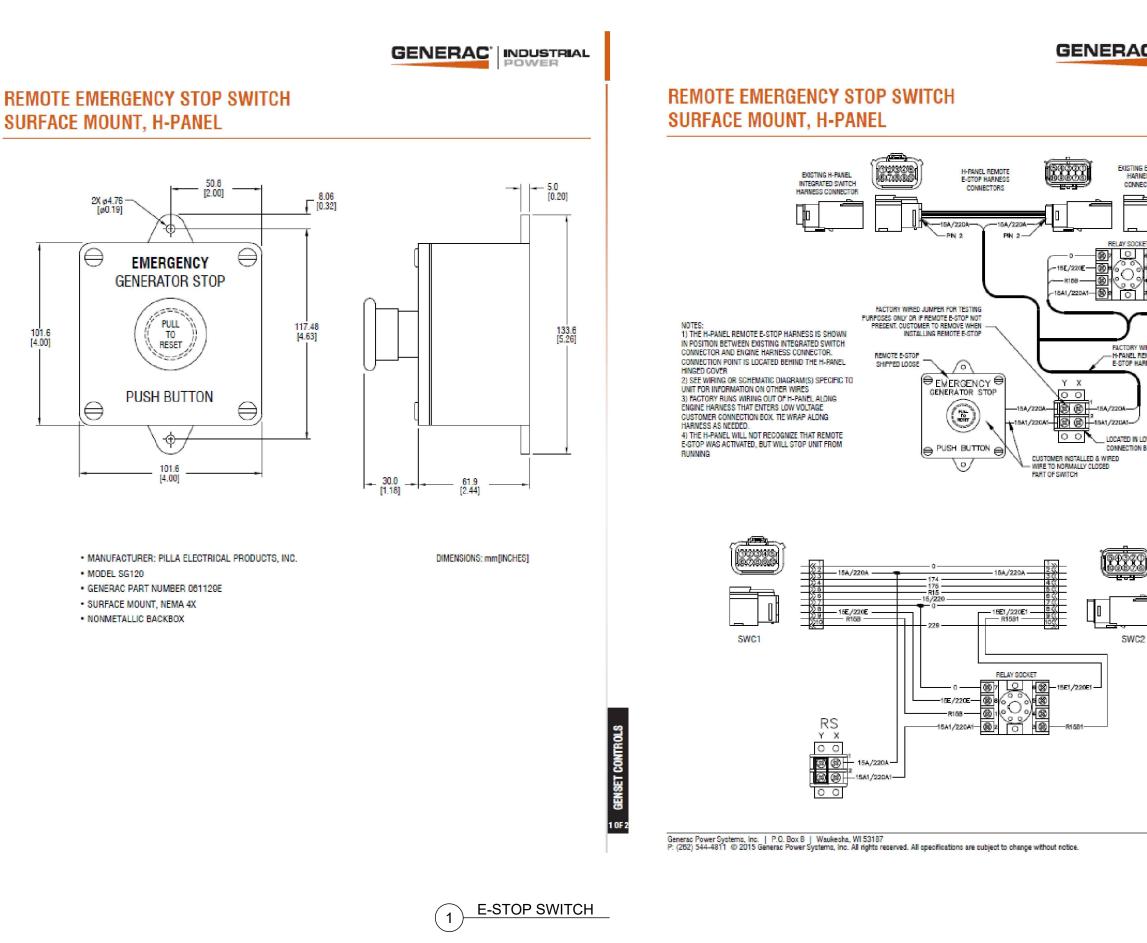
APPROXIMATE TRENCH DISTANCES

30' POWER CONDUIT TRENCH









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swc2		
2 OF 2 Part No. 0L6260 Rev A 10/15/15	SUPPLEMENTA	AL.
	SHEET NUMBER: R-601	

# Attachment C

Original Approval

02-06-'20 17:55 FROM-	T-114 P0001/0001 F-355
PLOT PLA	
indicate location of garage or accessory builds	ar with dashed by
	MARK NORTH
Rear Yard	
	Sideyard
<b>ft.</b>	<u>-50+</u> ft.
50+	
Set Back	
<u>5.0.'.t</u> ft	•
$\overline{\mathbf{L}}$	
Lotft. frontage	
1/1/ 100.00	<b>•</b>
<u> 401_20PUS_k</u>	OAD Street
Application for Certificate of Zo	oning Compliance
	Date 10-27-05
NEW CINGULAR WIRELESS PLS, LLC, of 500 Name of Applicant	ENTER PRISE DRIVE
	Street Address
<u>ROUKY HILL, CT 06067</u> hereby ap	plies to the Beacon Falls Zoning Commission
for a certificate of Zoning Compliance for	
CINGULAR CELL TOWER GITE AT BEAG	ON FALLS PUBLIC LODDES
Size and Location Zone	
See and LOCATER - 2000 <u>GARAGE ON LORUS RD. MONOPOLE</u> COMPOUND; EQUIPMENT SHELTER; COAXI NE	TOWER IN FENCED
COMPOUND; COUPMENT SHELTER; COAN	AL CABLES' ANTENDAS. W CINGULAN WINELESS PC5, 46C
	AY THE CALLEVINE
1.	127/05
Date	pproved
FEE: \$10.00 TO ONUN	allal
FEE: \$10.00/72	Enforcement Officer
	· ·

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Owner Cinga	lun			Ϋ́.
Owner's Address_ Site Location	500 Ente	RARISE DR Town Gr	Racky 1	4:11
Construction:	New	Alteration 🗖	Addition 🗖	Repair 🗖
	Garage 🗖	Shed 🗖	Other <u>CEll</u>	TOWER
	One family resi	dence 🗖		
Permit Number	#P-11-6-2	705	Date Issued	100 3 2005
Value of Permit	250,000		· · ·	
Fee Paid \$ _/ ~	192'00	Va chertet	F 1072	_
Application Appro	ved	John	Getersen	
		Bui	lding Inspector	

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15.	Use Group(s):	Ц	A-5										M R-1 R-2 R-3		ନ୍ତ-1 S-2 U	UN!	41a n	ined
	Mixed Use:	. 0	Yes	🗆 No	□ s	eparate	d		Nons	separ	ated							
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							(Ov	el)										

PAG	GE 2 (Continuation of Building Permit Application)
16.	LOPUS ROAD - PUBLIC WORKS GARAGE 17. 3-1-16 Property Location Street Address Lot #
18.	Height of building: Stories: Feet:/0
19.	Total Sq. Ft. of Building: 2405Q FT
20.	List below the gross square footage of each story, above and below grade:
	Story         Area in Sq. Ft.         Story         Area in Sq. Ft.         Story         Area in Sq. Ft.           1         240         1
	Architect's Information: (Attach as applicable) License # 22036 Engineers Information: (Attach as applicable) License # 22038 MIKE PATEC
	Engineers Information: (Attach as applicable) License # 22038 11 11
23.	Interior Design: (Attach as Applicable) Registration # $\frac{\sqrt{A}}{4}$
	Documents Submitted /Attached:         Zoning       Building Plans       Site Plans       Building Sections       Building Elevations       Health         Reports       Calculations       Details       Photographs       Threshold Review*         Correspondence       Authorization of Applicant Other Than Owner       Manufacturer's Literature         Statement of Special Inspections*       Other (describe)
25.	Estimated Cost of Construction 250,000 00 (Value of Labor & Materials)
	CERTIFICATION: I hereby certify that:I am the owner of record of the named property orI that the proposed work is authorized by the owner of record and/or I have been authorizedto make this application as an authorized agent, and we agree to conform to all applicable laws,regulations and ordinances. All information contained within is true and accurate to the bestof my knowledge and belief.Signature of Owner/Authorized AgentSignature of Owner/Authorized Agent
	ITEMS 26 - 29 ARE FOR BUILDING OFFICIAL'S USE ONLY
26.	Building Permit Fee: # 1792.00 HQ 11 1 2005
	Plan Review Fee: $0.00$ $4(J-11-6-00)$
28.	Building Permit Fee: $49 1792$ $492$ $492$ $492$ $492$ $492$ $492$ $492$ $492$ $492$ $11-6-2005$ Plan Review Fee: $0.00$ $11/3/2005$ $11/3/2005$ $11/3/2005$
29.	Other Fees:
TO	TAL FEE: Cash Check $\mathcal{A}_{12920}$
Co	mpleted Application Received Date: 10/27/2005
	A weitett 1072 John Petersen (Signature Building Official)



## STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL Ten Franklin Square, New Britain, CT 06051 Phone: (860) 827-2935 Fax: (860) 827-2950 E-Mail: siting.council@po.state.ct.us www.ct.gov/csc

Steven Levine Real Estate Consultant New Cingular Wireless PCS, LLC 500 Enterprise Drive Rocky Hill, CT 06067-3900

RE: **TS-CING-006-051007** - New Cingular Wireless PCS, LLC. request for an order to approve tower sharing at an existing telecommunications facility located at Beacon Falls Public Works Department garage, Lopus Road, Beacon Falls, Connecticut.

Dear Mr. Levine:

At a public meeting held October 19, 2005, the Connecticut Siting Council (Council) ruled that the shared use of this existing tower site is technically, legally, environmentally, and economically feasible and meets public safety concerns, and therefore, in compliance with General Statutes § 16-50aa, the Council has ordered the shared use of this facility to avoid the unnecessary proliferation of tower structures. This facility has also been carefully modeled to ensure that radio frequency emissions are conservatively below State and federal standards applicable to the frequencies now used on this tower.

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

This decision applies only to this request for tower sharing and is not applicable to any other request or construction. Please be advised that the validity of this action shall expire one year from the date of this letter.

The proposed shared use is to be implemented as specified in your letter dated October 7, 2005 and additional information received October 17, 2005, including the placement of all necessary equipment and shelters within the tower compound.

Thank you for your attention and cooperation.

truly yours. mela B. Katz, P.E. Chairman

PBK/laf

c: The Honorable Susan Ann Cable, First Selectman, Town of Beacon Falls Brian Herb, Zoning Enforcement Officer, Town of Beacon Falls



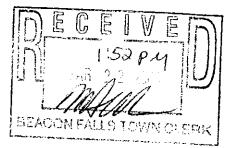


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Town of BEACON FALLS \_onnecticut

Planning and Zoning Commission

Board of Selectman 10 Maple Avenue Beacon Falls, CT. 06403



The Beacon Falls Planning and Zoning Commission, after review of site plan proposed by AT&T, respectfully recommends acceptance.

If you have any questions or concerns please contact Chairman Jeff Burkitt.

Mary Ellen Fernandes millen Hannender

Clerk, P & Z Commission March 20, 2004

10 Maple Avenue • Beacon Falls, CT 06403-1198 • (203) 729-4340 • Fax: (203) 720-1078

1 to



Town of BEACON \_onnecticu BEACON FALLS TOWN

Planning and Zoning Commission Regular Meeting Minutes March 18, 2004 Draft Minutes Subject to Modification

## I Call to Order

Chairman Burkitt called the regular meeting of the Beacon Falls Planning and Zoning Commission to order at 7:30 P.M. Present: Chairman Burkitt, Commissioners Carl Vitale, Peter Betkoski, Richard Franco, David Chadderton and Bill Abromaitis.

Absent: Kevin McDuffie

## **II** Approval of Minutes

A motion to approve the minutes of the Feb 2004 regular meeting as submitted was made by Comm. Abromaitis and 2<sup>nd</sup> by Comm. Franco. All in favor. A motion to approve the minutes of Public Hearing on 6 month moratorium was made by Comm. Vitale and 2<sup>nd</sup> by Comm. Abromaitis. All in favor. A motion to approve the minutes of the Public Hearing on Pond Spring was made by Comm. Abromaitis and 2<sup>nd</sup> by Comm. Franco. All in favor.

## III Comments from the Public

John smith, E.J. Smith Company came forward and requested a extension for filing of the mylar for application P-2003-115 Smith Farms-Section IV. Chairman Burkitt stated that this would be handled under Old Business.

## IV Zoning Enforcement Officers Report

A written report was submitted. Discussion followed. A motion to accept report as submitted was made by Comm. Abromaitis and 2<sup>nd</sup> by Comm. McDuffie. All in favor. Charlie Edwards requested permission to have site trailer on project for 18 months. Comm. Chadderton made a motion to grant request for construction trailer for up to 18 months or more specifically September 18, 2005. Seconded by Comm. Abromaitis. All in favor.

## V Town Engineers Report

An written report was submitted. Discussion followed. A motion to accept report as submitted was made by Comm. Abromaitis and was 2<sup>nd</sup> by Comm. Franco. All in favor.

## VI Comprehensive Plan of Conservation and Development No report.

A joint discussion between the Board of Selectman, Atty. Civitello, Planning & VII Old Business A joint close Atty. Buemi. After hearing from both attorneys, it was decided that this discussion does not belong before the Planning and Zoning Commission. 1)Application P-2003-114SP- Chatfield/Woodhaven – A motion to set a Public Hearing date for May 4, 2004 at 7:30 PM was made by Comm. Vitale and 2<sup>nd</sup>

by Comm. Abromaitis. All in favor. 3)Fawn Hill Estates – A motion to send a letter to Board of Selectman to recommend reducing the maintenance bond was made by Comm. Vitale and

2<sup>nd</sup> by Comm. Abromaitis. All in favor.

2)Pond Spring Village – Site Plan – Accept for review. 4)E J Smith – A motion to grant request of extension to file mylar was made by Comm. Chadderton and 2<sup>nd</sup> by Comm. Abromaitis. All in favor.

## VIII New Business

1) Application P-2004-120- 6 month moratorium – A motion to table to April 15, 2004 was made by Comm. Vitale and 2<sup>nd</sup> by Comm. Betkoski. All in favor.

2) Joyce Van Lines – Application accepted under review.

3)Earth Works – Application accepted under review.

## X New Applications

1) ATT Cell Tower – A motion to recommend to Board of Selectman to accept was made by Comm. Chadderton and 2<sup>nd</sup> by Comm. Abromaitis. All in favor. 2) Cotton Hollow Rd – Multi unit – A brief discussion resulted in a motion to Table until issues are resolved was made by Comm. Chadderton and 2<sup>nd</sup> by

 Oakwood Estates – A motion to set Public Hearing for May 4, 2004 at 7:00 Comm. Franco. All in favor. PM was made by Comm. Abromaitis and 2<sup>nd</sup> by Comm. Franco. All in favor. 4) Westwind Estates – Resubdivision Lot 22 & 23 – Public Hearing date set

5) Charlie Edwards – Lot Line Revisions – A motion to approve was made by Comm. Chadderton and 2<sup>nd</sup> by Comm. Vitale. All in favor.

# X Correspondence and Payment of Bills

The following bills were submitted for payment: Nafis & Young \$ 552.50 / M.E. Fernandes \$ 192.00 / Wtby Republican \$102.90 Nutmeg Printers \$394.00 / Fasano, Ipplitio & Lee \$730.00 / Karen Wilson \$115.00. A motion to accept Payment of Bills as submitted was made by Comm. Abromaitis and 2<sup>nd</sup> by Comm. Franco. A motion to accept all correspondence and place on file was made by Comm.

Chadderton and 2nd by Comm. Franco. All in favor.

## XI Executive Session

A motion to go into executive session was made by Comm. Chadderton and 2<sup>nd</sup> by Comm. Vitale. All in favor. A motion to come out of executive session was made by Comm. Vitale and 2<sup>nd</sup> by Comm. Abromaitis. All in favor.

## XII Petitions from Commissioners

No activity

## XII Adjournment

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A motion to adjourn was made by Comm. Chadderton and 2<sup>nd</sup> by Comm. Abromaitis. All in favor.

Respectfully Submitted, Many Clien Lennandes Mary Ellen Fernandes Clerk, March 20, 2004

# Attachment DD

Underlying Easement Agreement - Redacted

VOL:

199 PG: 131

This document prepared by:

GTP Infrastructure I, LLC 750 Park of Commerce Blvd., Suite 300 Boca Raton, FL 33487 14863071

WHEN RECORDED, RETURN TO THE PARTY MOTION 7130 flen Forest De-Richmand, Va 23226

(Space Above for Recorder's Use)

#### EASEMENT AGREEMENT REGARDING COMMUNICATION TOWER

THIS EASEMENT AGREEMENT REGARDING COMMUNICATION TOWER (this "<u>Easement Agreement</u>") is made as of <u>Crober</u> 2012 ("<u>Effective Date</u>"), by and between The Town of Beacon Falls, CT, a Connecticut municipality ("<u>Grantor</u>"), and GTP STRUCTURES I, LLC, a Delaware limited liability company, having an office at 750 Park of Commerce Blvd., Suite 300, Boca Raton, FL 33487 ("<u>Grantee</u>").

A. WHEREAS, Grantor is currently the fee owner of that certain improved real property more particularly described on <u>Exhibit "A"</u> attached hereto and incorporated herein (the "<u>Burdened</u> <u>Property</u>").

B. WHEREAS, pursuant to an Asset Purchase Agreement between Grantor and Grantee (the "<u>Asset Purchase Agreement</u>"), Grantee purchased from Grantor a communication tower (the "<u>Tower</u>") and related systems and equipment (collectively, the "<u>Equipment</u>") located on a portion of the Burdened Property specified below (the "<u>Benefited Property</u>").

B. WHEREAS, in consideration for the purchase price paid to Grantor pursuant to the Asset Purchase Agreement, Grantor has agreed to grant Grantee an easement for the right to operate and maintain the Tower and Equipment in and on the Benefited Property.

NOW, THEREFORE, for the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. <u>Creation of the Easement</u>. Grantor hereby grants to Grantee the following easements:

Falls acim i (00552503·v5

RECEIVED OCT 10 2012

(a) an exclusive easement (the "<u>Tower Easement</u>") for the right to operate, maintain, repair, replace, access, and supply utility services to the Tower and Equipment in, under, across and through that portion of the Burdened Property shown on **Exhibit "B**" attached hereto and incorporated herein (the "<u>Tower Easement Premises</u>");

(b) a non-exclusive easement (the "Access Easement") (the Tower Easement and the Access Easement are sometimes referred to herein collectively as the "Easement" or "Easements") for ingress, egress and public utilities, including but not limited to locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground telecommunication cables and lines for communication, microwave and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes, within, along, under and across in, under, across and through that portion of the Burdened Property shown on **Exhibit "C"** attached hereto and incorporated herein (the "Access Easement Premises")(the Tower Easement Premises and the Access Easement Premises are sometimes referred to herein collectively as the "Easement Area").

2. <u>Use of Easement</u>. The use of the Easement shall be limited to (i) the operation, maintenance, repair, replacement of the Tower and related Equipment located within the Easement Area and (ii) access and supply of utility services to the Tower and Equipment, and Grantor, for itself and its successors and assigns, hereby grants to Grantee, its sublessees, and its and their successors and assigns (and each of their respective agents, contractors and employees) the right to enter onto the Easement Area, subject to the terms and conditions of this Easement Agreement, for the purpose of conducting such permitted uses of the Easement.

3. <u>Term</u>; <u>Consideration</u>. The term of this Easement Agreement (the "<u>Term</u>") shall commence on the Effective Date set forth above (the "<u>Commencement Date</u>") and shall continue for a period of thirty-five (35) years. Grantor and Grantee understand that Grantor and Grantee understand that full consideration for this Easement Agreement was paid by Grantee to Grantor under the Asset Purchase Agreement and this Easement Agreement is irrevocable during the Term.

4. <u>Maintenance</u>. Grantor shall be responsible for, and shall pay the cost of, all repairs and maintenance with respect to the Burdened Property, including without limitation the repair and maintenance of all roads, trees and Grantor owned buildings located thereon; *provided* that Grantee shall be responsible for and shall pay the cost of all repairs to the Easement Area, Tower and Equipment and any buildings owned by Grantee or Grantee's tenants as well as repairs necessary for appurtenant uses of such Tower, Equipment or buildings.

5. <u>Taxes</u>. Grantor will be responsible for the payment of all real and personal property taxes and special assessments assessed against the Burdened Property. Grantor agrees to defend, indemnify and hold harmless the Grantee, its heirs, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including attorney's fees arising out of Grantor's failure to pay such taxes it is obligated to pay. Notwithstanding anything to the contrary, Grantee shall be responsible for payment of taxes on the Easement Area and any improvement therein as well as on any property no matter where located owned by Grantee or Grantee tenants.

6. <u>Security Lien</u>. Grantor consents to the granting by Grantee of a lien, security interest and mortgage in Grantee's interest in the Easement and all of Grantee's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Grantee's mortgagee ("Lender") of its rights of foreclosure with respect to its lien and security interest. Grantor



hereby agrees to give Lender written notice of any breach or default of the terms of the Easement Agreement, within fifteen (15) days after the occurrence thereof, at such address as may be specified from time to time by Grantee or Lender. Lender shall have the right, to the same extent, for the same period and with the same effect, as the Grantee, to cure or correct any such default whether the same shall consist of the failure to pay amount s due or the failure to perform, and Grantor agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by the Grantee.

7. <u>Operations</u>. Grantee shall operate the Tower and Equipment and its owned buildings in compliance with all present and future rules and regulations imposed by any local, state, or federal authority having jurisdiction with respect thereto.

8. <u>Use and Access Restrictions</u>. The uses and operation of the Burdened Property and any equipment or facilities thereon (the "<u>Burdened Property Uses</u>") shall not interfere electrically or with the communications systems currently on the Tower or with the Equipment of the Benefited Property. Notwithstanding anything in this Easement Agreement to the contrary, if the Burdened Property Uses shall interfere with communications systems or equipment or the operation of the Tower or communications systems currently located on the Benefited Property, Grantor shall upon a reasonable written request immediately suspend its Burdened Property Uses causing the interference and do whatever Grantee deems reasonably necessary, at Grantor's expense, to eliminate or remedy such interference or otherwise rectify the situation to the reasonable satisfaction of Grantee. Grantor and Grantee shall use good faith efforts to resolve any interference issues.

9. <u>Ownership</u> The Tower and Equipment shall at all times remain the property of Grantee. Grantee shall have the right to remove the Tower or Equipment, or any part thereof, at any time. Grantee shall give prior written notification to Grantor if Grantee removes the Tower, or any part thereof.

10. <u>Survey</u>. Grantor agrees to use its best efforts to cooperate with Grantee in obtaining a survey of the Burdened Property and the Easement Area, at Grantee's cost. Upon completion, such survey will be attached as an exhibit to this Easement and a copy of such survey will be given to Grantor.

11. <u>Amendment; Termination</u> Except as otherwise expressly set forth herein, this Easement Agreement and the Easement may be amended, abandoned or terminated only with the consent of both Grantor and Grantee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by the required parties, and duly recorded in the land records of the parish where the Burdened Property is located.

12. <u>Assignment.</u> Grantee reserves the right to assign, transfer, mortgage or otherwise encumber the Tower, Equipment and Grantee's rights in this Easement Agreement, subject to this Easement Agreement.

13. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto, the successors, assigns, tenants, subtenants, employees, invitees and licensees, and the guests and invitees of such tenants and subtenants.

14. <u>Runs with the Land.</u> This Easement Agreement and Easement shall run with the land so as to bind successors and assigns of the Burdened Property and to benefit successors and assigns of the Tower and Equipment located on the Benefited Property, including, in each case, interests of tenants and subtenants and other users of the Burdened Property and the Benefited Property.

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-3-

15. <u>Entire Agreement</u>. This instrument contains the entire agreement between Grantor and Grantee with respect to the Easement. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party. The unenforceability of any provision hereof shall not affect the remaining provisions of this Easement Agreement, but rather such provision shall be severed and the remainder of this Easement Agreement shall remain in full force and effect.

16. <u>Compliance with Law: No Waiver</u>. This Easement Agreement and the rights and obligations created hereunder are subject to, and governed by the laws, decisions, rules and regulations of any federal, state, or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Easement Agreement.

17. <u>Attorneys' Fees</u>. In the event that either Grantor or Grantee should bring suit for the recovery of any sum due under this Easement Agreement, or because of the breach of any provision of this Easement Agreement or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

18. <u>Governing Law</u>. This Easement Agreement shall be construed and enforced in accordance with the laws of the state in which the Burdened Property is located.

19. <u>Counterparts</u>. This Easement Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document.

20. <u>Authority to Enter into Agreement</u>. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Easement Agreement.

[remainder of page left blank]

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199 PG:

### [Grantor Signature Page to Easement]

VOL #

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date first written above.

Witness:

dde Lucia K. Rinaldi

"Grantor"

TOWN OF BEACON FALLS, OT Name: Gerard F. Smith Title: First Selectman

Address of Grantor Signer: 10 Maple Avenue, Beacon Falls, CT 06403

STATE OF CONNECTICUT COUNTY OF New Haven

The foregoing instrument was acknowledged before me this <u>34</u> day of <u>0.46.</u>, 2012, by Gerard F. Smith who is personally known to me.sextrascopreducedk \_\_\_\_\_\_ 323 kleatification.

Notary Public Printed Name of Notary: Michael J. McVerry

Commission #

minission Expires:

es: 2-24-14

[Grantee Signature Page to Easement]

Witness

"Grantee"

GTP STRUCTURES I, LLC a Delaware Limited Liability Company

By: Name: Marc C. Ganzi Title: Chief Executive Officer

Address of Grantee Signer: 750 Park of Commerce Blvd., Suite 300, Boca Raton, FL 33487

### STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  $\underline{\frown}$  day of  $\underline{\bigcirc}$  day of  $\underline{\bigcirc}$  2012, by Marc C. Ganzi, Chief Executive Officer of GTP STRUCTURES I, LLC, a Delaware limited liability company, on behalf of the limited liability company and who is personally known to me.

TMOC 0 Notary Public

Printed Name of Notary: \_\_\_\_\_\_ Anushka Fromer

Commission # EEL03062

My Commission Expires:

9.11.2015



#### EXHIBIT A

#### LEGAL DESCRIPTION OF BURDENED PROPERTY

PARCEL 1:

Being located northerly of other land of the said Town of Beacon Falls, being known as the Treatment Plant Site, and situate on the easterly line of Lopus Road, bounded and described as follows: COMMENCING at a point on the easterly street line of Lopus Road, said point being the northwesterly corner of land of the Town of Beacon Falls and the southwesterly corner of land herein described; THENCE: running along the arc of a curve, concave to the east, of radius 1854' a distance of 188.62 feet along the easterly street line of Lopus Road; THENCE: running N.19° 01' 50"-E, 161.38 feet along the easterly street line of Lopus Road; THENCE: running S-69° 55' 25"-E, 492.39 feet along land of Leverty and Hurley Company; THENCE: running along the arc of a curve, concave to the southeast, of radius 1975.08' a distance of 385.95 feet along land of the Penn Central Railroad Company; THENCE: running N-43° 19' 10"-W, 73.0 feet along land of the Town of Beacon Falls; THENCE: running N-77° 59' 35"-W, 247.0 feet along land of the Town of Beacon Falls to the point and place of beginning.

Said parcel containing 3.058 acres.

AND BEING a portion of the same property conveyed to The Town of Beacon Falls, a municipal corporation from The Leverty and Hurley Company, a Connecticut corporation by Warrantee Deed dated January 28, 1975 and recorded February 13, 1975 in Volume 37, Page 413.

#### PARCEL 2:

All that certain piece or parcel of land in the Town of Beacon Falls, New Haven County, State of Connecticut, known as the treatment plant site bounded and described as follows: COMMENCING at a point marked by a monument in the easterly line of Lopus Road seven hundred ninety-one (791) feet more or less southerly from the southwesterly corner of land now or formerly of Davio Gelmini,; thence easterly along other land now or formerly of the Leverty and Hurley Co., two hundred forty-seven (247) feet more or less to an angle point; thence southeasterly along other land now or formerly of said The Leverty and Hurley Co., in a line radial to the Right of Way now or formerly of the N.Y., N.H., & H. RR Co., seventy-three (73) feet more or less to said Railroad Right-of-Way; thence southwesterly along said Railroad Right-of-Way two hundred sixty (260) feet more or less to other land now or formerly of The Leverty and Hurley Co.; thence westerly along other land now or formerly of said The Leverty and Hurley Co.; thence westerly along other land now or formerly of said The Leverty and Hurley Co.; thence more or less to the easterly line of Lopus Road to a point marked by a monument; thence northerly along the easterly line of Lopus Road two hundred seventy-five (275) feet to point of commencement. Said parcel of land containing 1.6 acres.

AND BEING a portion of the same property conveyed to Town of Beacon Falls from The Leverty & Hurley Company, a Connecticut corporation by Warrantee Deed dated January 02, 1970 and recorded February 19, 1970 in Volume 31, Page 372.

Tax Parcel Nos. Assessor's Map 3, Block 1, Lot 16; Parcel ID 00001800, Assessor's Map 3, Block 1, Lot 16B; Parcel ID 00002000

#### EXHIBIT B

### DESCRIPTION OF LOCATION OF EXCLUSIVE EASEMENT

### **LEGAL DESCRIPTION OF: Tower Area**

From the **POINT OF BEGINNING Having Connecticut State Plane Coordinates (NAD 83):** E:912,195.65' -and- N:718,580.65'; Thence S 29° 06' 01" W a distance of 42.24 feet to a point; Thence, N 62° 08' 48" W for a distance of 45.92 feet to a point; Thence, N 27° 54' 11" E for a distance of 43.71 feet to a point; Thence, S 60° 20' 32" E for a distance of 46.83 feet to the **POINT OF BEGINNING**; Containing 1,992 square feet –and- 0.045 Acres.

#### **LEGAL DESCRIPTION OF: Expansion Area**

From the **POINT OF BEGINNING Having Connecticut State Plane Coordinates (NAD 83):** E:912,063.95' -and- N:718,489.37'; Thence, N 27° 51' 12" E for a distance of 100.00 feet to a point; Thence, S 62° 08' 48" E for a distance of 100.00 feet to a point; Thence, S 27° 51' 12" W for a distance of 100.00 feet to a point; Thence N 62° 08' 48" W a distance of 100.00 feet to the **POINT OF BEGINNING**; Containing 10,000 square feet -and- 0.23 Acres.

#### **LEGAL DESCRIPTION OF: Overall Tower Area**

From the **POINT OF BEGINNING Having Connecticut State Plane Coordinates (NAD 83):** E:912,063.95' --and- N:718,489.37'; Thence, N 27° 51' 12" E for a distance of 100.00 feet to a point; Thence, S 62° 08' 48" E for a distance of 26.85 feet to a point; Thence, N 27° 54' 11" E for a distance of 43.71 feet to a point; Thence, S 60° 20' 32" E for a distance of 46.83 feet to a point; Thence S 29° 06' 01" W a distance of 42.24 feet to a point; Thence, S 62° 08' 48" E for a distance of 27.13 feet to a point; Thence, S 27° 51' 12" W for a distance of 100.00 feet to a point; Thence N 62° 08' 48" W a distance of 100.00 feet to the **POINT OF BEGINNING**; Containing 11,992 square feet --and- 0.275 Acres.

#### **EXHIBIT C**

#### DESCRIPTION OF LOCATION OF NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT

From the **POINT OF BEGINNING Having Connecticut State Plane Coordinates (NAD 83):** E:912,079.84' –and- N:718,639.52'; Thence, S 62° 05' 49" E for a distance of 82.99 feet to a point; Thence, S 27° 54' 11" W for a distance of 40.11 feet to a point; Thence, N 62° 05' 48" W for a distance of 20.00 feet to a point; Thence, N 27° 54' 11" E for a distance of 20.11 feet to a point; Thence N 62° 05' 49" W a distance of 59.00 feet to a point; Thence, N 16° 36' 31" E for a distance of 20.39 feet to the **POINT OF BEGINNING**; Containing 2,022 square feet –and-0.046 Acres.

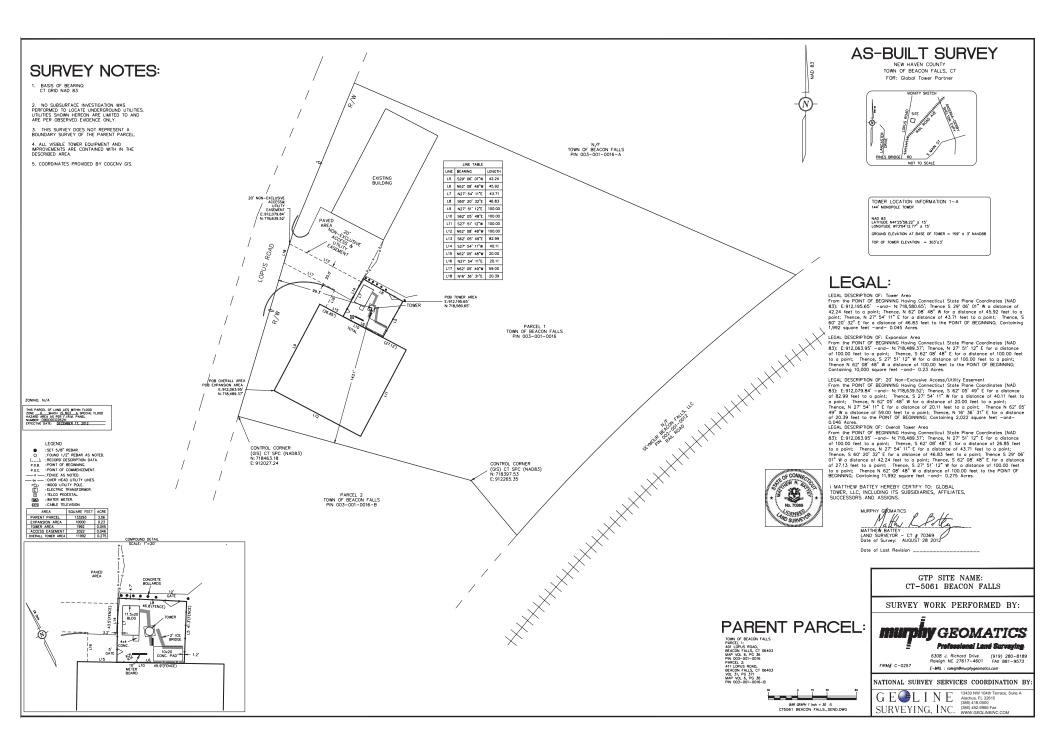
e Tax Collecte No Conv acon Falls Town Clerk

DOC 00001288 REC'D Nov 26,2012 @ 09:08A LEONARD C. GREENE

EXQA BPP&

# Attachment E

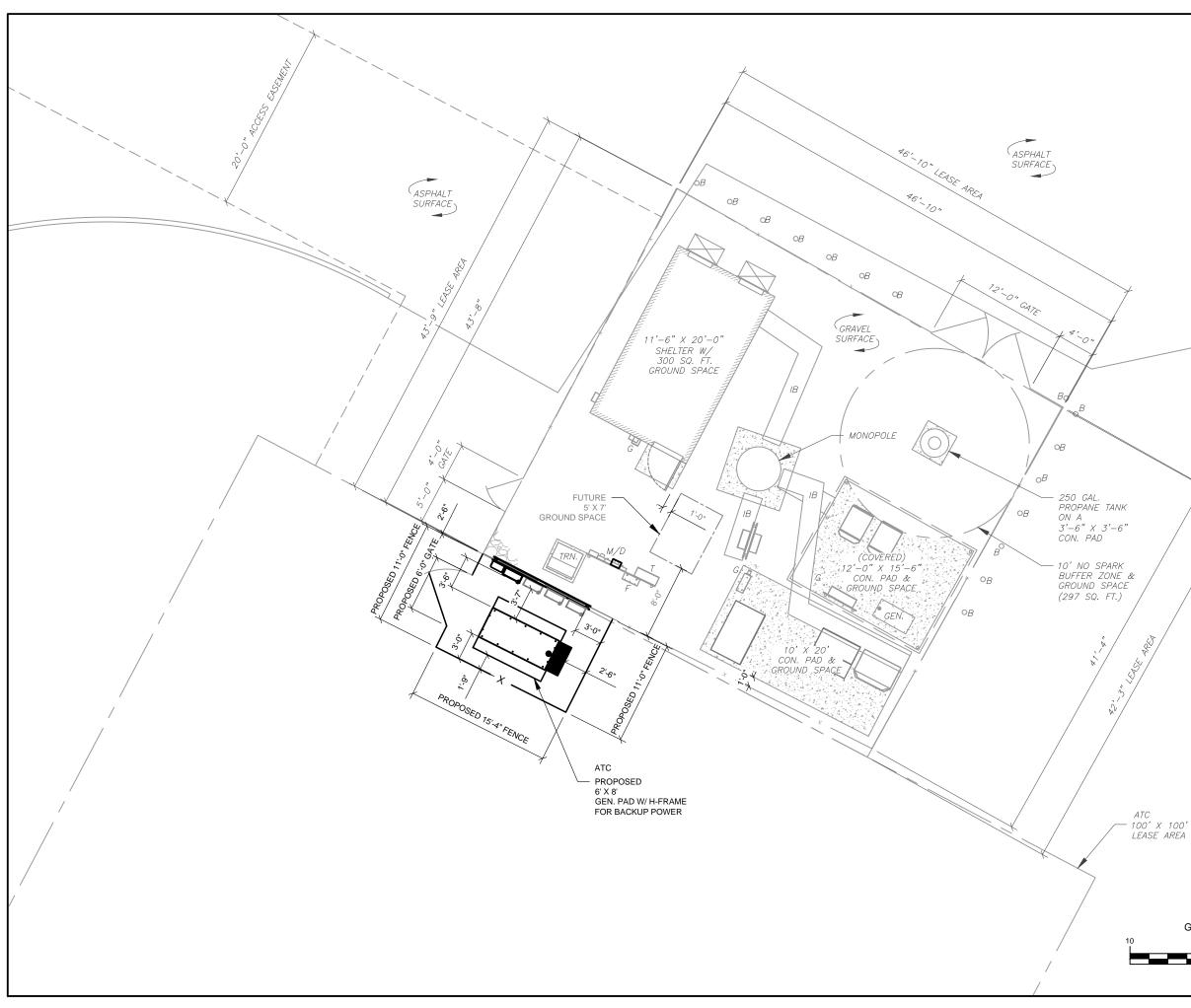
As-Built Survey



# Attachment F

Updated Site Plan

<u>Note</u> – This site plan is solely to show the proposed expansion in relation to American Tower Corporation's Easement area, please refer to Attachment B for scope of work



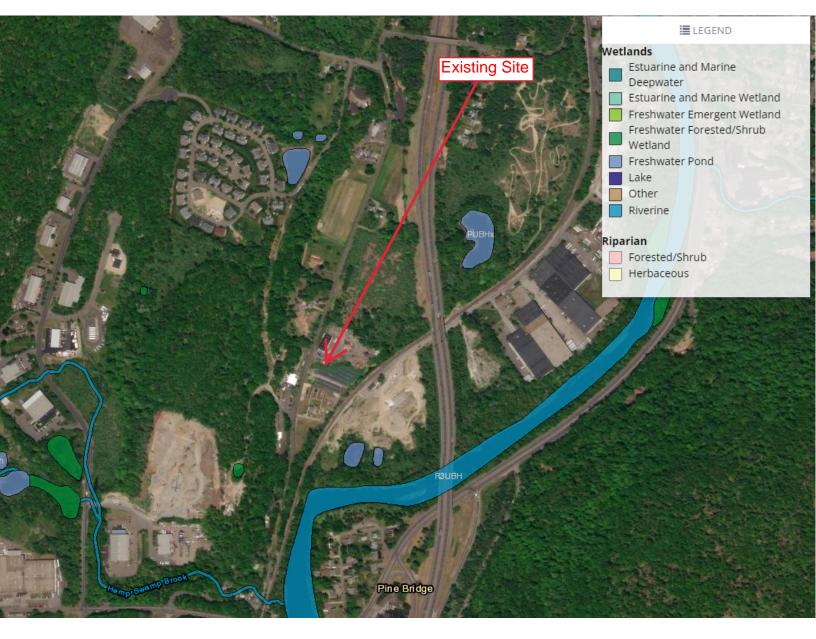


				Recerved
	AMER	ICAN TOW	ER®	All Rinhts
	A.T. ENGINE	EERING SERVICE EGENCY PARKWA SUITE 100	, PLLC	
		ARY, NC 27518 IE: (919) 466-0112		2022 ATC
	SPECIFICATION AS IN EXCLUSIVE PROPER THEIR USE AND PUBI THE ORIGINAL SITE F REUSE, REPRODUCT METHOD, IN WHOLE BY WRITTEN PERMIS TITLE TO THESE PLA REMAIN WITH LESSO AND VISUAL CONTAC	ND/OR THE ACCOMPAN ISTRUMENTS OF SERVI IY OF LESSOR/SITE OW LICATION SHALL BE RES 'OR WHICH THEY ARE F ION OR PUBLICATION B DR IN PART, IS PROHIBI SION FROM LESSOR/SI NS AND/OR SPECIFICAT R/SITE OWNER WITHOU IT WITH THEM SHALL CO CE OF ACCEPTANCE O	CE, ARE THE NER AND STRICTED TO REPARED. Y ANY TED EXCEPT TE OWNER. 10NS SHALL IT PREJUDICE DNSTITUTE	Convrint ©
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	E I F F	DISCONNECT ELECTRICAL FIBER GENERATOR		
	G G HH, V H HFC H	GENERATOR RECER HAND HOLE, VAULT HYDROGEN FUEL C	ELL	
	IB I K I	HYDROGEN STORA( CE BRIDGE (ENTROX BOX LIGHTING CONTROL		
	M I MTS I	LIQUID PROPANE G/ METER MANUAL TRANSFER OVERHEAD WIRE		
	PP I T	POWER POWER POLE TELCO		
	H	TRANSFORMER BUFFER (PROPERT` GROUND SPACE (LE EASEMENT		
	DRAWN BY: DATE DRAWN:	M.GOOCH 01/13/22		
	CUSTOMER: ATC PROJECT NO.:			
	ATC ASSET NO.:	370641		
)	SITE P	LAN LAYC	OUT	
	SHEET NOMBER.	E-1	ON	
				1

GRAPHIC SCALE (IN FEET) 1 UNIT = 10 FEET

# Attachment G

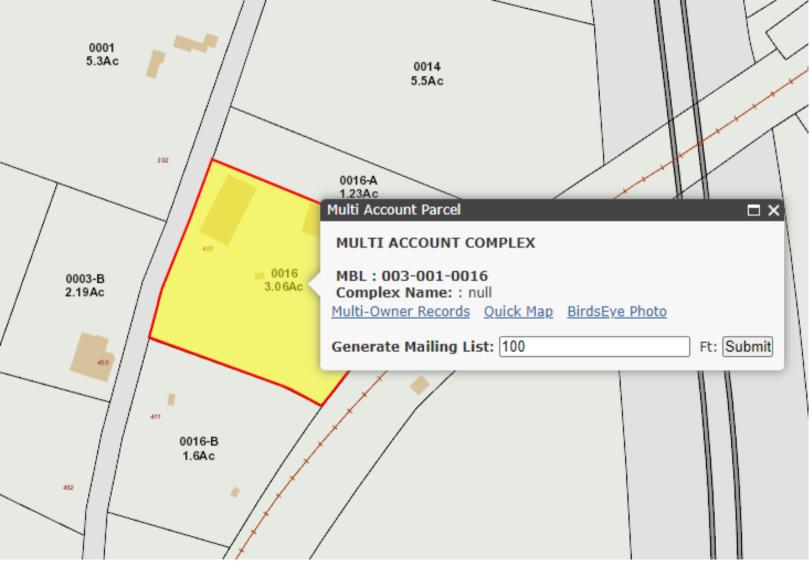
Wetland Map



# Attachment H

Notice to Abutting Properties and Other Interested Parties as well as Proof of Delivery, Tax Records Included

Mail-	To List
Gerard Smith First Selectman of The Town of Beacon Falls As Chief Elected Official and Property Owner	10 Maple Avenue Beacon Falls, CT 06403
Keith Rosenfield Town Planner Town of Beacon Falls As Local Zoning and Planning Official	10 Maple Avenue Beacon Falls, CT 06403
American Tower Corporation As Tower Owner	Via Email
Abutt	er's List
Robert Posick Owner of 450 Lopus Road Parcel: 003-001-0003-B	139 West Road Beacon Falls, CT 06403
Town of Beacon Falls Owner of Lopus Road Parcel: 003-001-0016-A	10 Maple Avenue Beacon Falls, CT 06403
Town of Beacon Falls Owner of 411 Lopus Road Parcel: 003-001-0016-B	10 Maple Avenue Beacon Falls, CT 06403



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# BEACON FALLS TOWN OF

### LOPUS RD 411 Tax ID 003-001-0016-B

Drintad 04/15/2022

BEACON FALLS TOWN OF 10 MAPLE AVE				Tax IL	0003-001-0016-	ООТ-ООТО-В Р			Printed 04/15/2022			
BEACON FALLS, CT 0640 Census: 3411	13	Transfer of Ov	vners	ship								
		Owner			Transfer Deed Consideration Date Type							
Neighborhood Number 200 Neighborhood Name General Commercial		NA				0 02/19/1970			31 372			
TAXING DISTRICT INFORMAT Jurisdiction Name Area Routing Number	TION BEACON FALLS 006 003-001-0016-B											
						Va	luation Record	d				
Site Description Topography		Assessment Yea	r	2006	2011	2016	2021					
Public Utilities Electric Street or Road		Reason for Char	nge	2006 Reval	2011 Reval	2016 Reval	2021 Reval					
Paved Neighborhood		2016 Market	L I	440000 3500000	396840 3050000	377400 3050000	38220 355000					
Zoning: Legal Acres: 1.6000		70% Assessed	T L I T	3940000 308000 2450000 2758000	3446840 277790 2135000 2412790	3427400 264180 2135000 2399180	393220 26754 248500 275254	0 0				
					1							



		Land Size				
Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth		Influence Factor	
Primary Commercial		1.6000	· ·	U 100%		

901

## 00002000

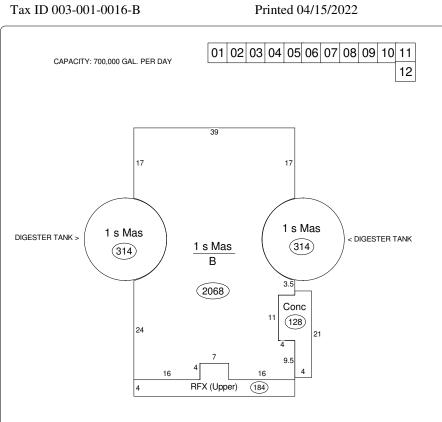
# BEACON FALLS TOWN OF

## LOPUS RD 411

#### Printed 04/15/2022



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Physical	Chara	cteristics	5			
ROOFING						
Built-up Insulatio	on					
WALLS						
Frame	B Yes	1 Yes	2	U		
Guard	Yes	Yes	Yes	Yes		
FRAMING						
	в	1	2	U		
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	2068	0	0	0		
	2696	0	0	0		
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PLUMBING	Resi	dential	Comme	rcial		
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# BEACON FALLS TOWN OF

# LOPUS RD

901

BEACON FALLS TOWN OF 10 MAPLE AVE			Tax ID 003-001-0016-A         Printed 04/15/2022								Card No. 1 of 1
BEACON FALLS, CT 0640 Census: 3411	)3	Transfer of Ov	vner	ship							
		Owner				Consideratio	Transfer 1 on Date 2		Book/Page		
Neighborhood Number 300 Neighborhood Name General Industrial TAXING DISTRICT INFORMATION Jurisdiction Name BEACON FALLS Area 006 Routing Number 003-001-0016-A		NA				0 10/18/1977			43 45		
		Valuation Record									
Site Description Topography		Assessment Yea	ır	2006	2011	2016	2021				
Public Utilities Electric Street or Road		Reason for Cha	nge	2006 Reval	2011 Reval	2016 Reval	2021 Reval				
Paved		2016 Market	L	79950	66420	63960	67650				
Neighborhood			Ι	0	0	0	0				
Zoning:			Т	79950	66420	63960	67650				
Legal Acres:		70% Assessed	L	55970	46490	44770	47360				
1.2300			Ι	0	0	0	0				
		JL	Т	55970	46490	44770	47360				

		Land Size		
Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor
Vacant Industrial Site		1.2300		

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# BEACON FALLS TOWN OF

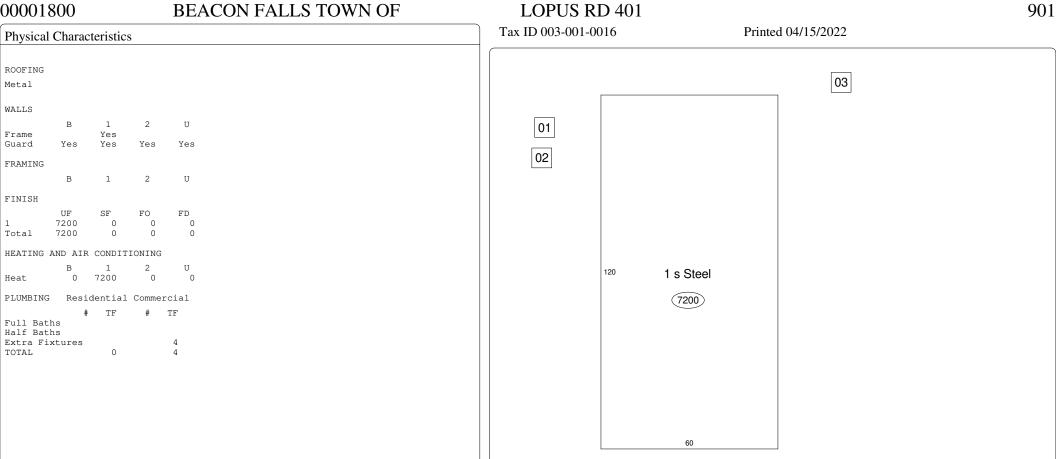
# LOPUS RD 401

BEACON FALLS TOWN OF 10 MAPLE AVE			Tax ID 003-001-0016         Printed 04/15/2022							Card No. 1 of 1
BEACON FALLS, CT 0640 Census: 3411	03	Transfer of Ow	nership							
Census. 5411		Owner	-		Consideratio	Transfer Don Date 1		ok/Page		
Neighborhood Number 300		NA			0	02/13/1975	37	413		
Neighborhood Name General Industrial FAXING DISTRICT INFORMA	TION									
Jurisdiction Name Area	BEACON FALLS									
Routing Number	003-001-0016									
					Va	aluation Record				
Site Description Topography Level		Assessment Year	2006	2011	2014	2016	2021			
Public Utilities Electric Street or Road		Reason for Chang	ge 2006 Reval	2011 Reval		2016 Reval	2021 Reval			
Paved Neighborhood		2016 Market	L 229500 I 328280		206550 321150	189720 334780	198900 382110			
Zoning: IPD			T 557780 L 160650	777700	527700 144590	524500 132800	581010 139230			
Legal Acres: 3.0600		70% Assessed	I 229800	399810	224810	234350	267480			
			T 390450	544400	369400	367150	406710			



000100	011100			00720			
Land Size							
]	Land Type	Rating, Soil ID - or - Actual Frontage	Acreage - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor		
Primary Indust	rial Land		3.0600				

901



DescriptionIDUSEStory HeightConst TypeYearEff ConstCondtCMUNIGAR 010.00 PAVING0.00 0.0085 AVGFair AVG1979 19792005 AV AV AV AV AV AV AV AV AV AV AV AV AV AV AV1979 AVStory AU Const AVG AV AV AV AV AV AV AVHeightPair AU AV AV AV AV AV AVHeightPair AU AV AV AV AV AVHeightPair AU AV AV AV AV AV AVHeightPair AU AV AV AV AV AV AV AV AV AVHeightPair AU AV AV AV AV AV AV AV AV AV AVHeightPair AU AV <th>Special Features</th> <th></th> <th></th> <th>Sum</th> <th>mary of</th> <th>Improve</th> <th>ments</th> <th></th> <th></th> <th></th>	Special Features			Sum	mary of	Improve	ments			
01 PAVING 0.00 85 AVG 1979 1979 AV 02 FENCECL 5.00 51C AVG 1979 1979 AV	Description	ID	USE	Story Height	Const Type	Grade			Cond	Size or Area
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Via FedEx

July 7<sup>th</sup>, 2022

Town of Beacon Falls 10 Maple Avenue Beacon Falls, CT 06403

# **RE:** American Tower Corporation's Petition for a Declaratory Ruling - Expansion of Existing Compound at 401 Lopus Road, Beacon Falls, Connecticut 06403

Dear Property Owner:

Your property at 411 Lopus Road, Beacon Falls, CT, and Lopus Road, Beacon Falls, CT (Parcel ID: 003-001-0016-A) shares a property line with 401 Lopus Road, Beacon Falls, Connecticut, where American Tower Corporation was granted an Easement for two Tower Parcels, one being 1992 sq. ft. and the other being 10,000 sq. ft. for the purpose of maintaining a telecommunications facility.

American Tower Corporation is requesting approval from the Connecticut Siting Council to expand their existing compound within their existing Easement space for the purpose of installing a backup generator. This proposed expansion will have no effect on your property.

Should you have any questions, I can be reached at the below contact information, and the Connecticut Siting Council can be reached at (860) 827-2935.

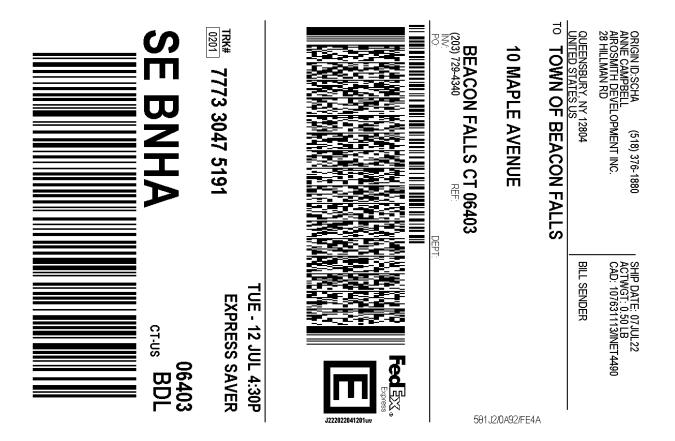
Sincerely,

Jake Lehman

Jake Lehman Site Acquisition Specialist I Airosmith Development, Inc. 318 West Ave. Saratoga Springs, NY 12866 (518) 306-1711 fax (518) 932-7049 cell jlehman@airosmithdevelopment.com

318 West Ave., Saratoga Springs, NY 12866 Office 518-306-1711 – Fax 518-306-1711 www.airosmithdevelopment.com





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Signed for by:	C.DENISE	Delivery Location:	10 MAPLE AVE
Service type:	FedEx Express Saver		
Special Handling:	Deliver Weekday		BEACON FALLS, CT, 06403
		Delivery date:	Jul 11, 2022 11:57
Shipping Information:			
Tracking number:	777330475191	Ship Date:	Jul 7, 2022
		Weight:	0.5 LB/0.23 KG
<b>Recipient:</b> Town of Beacon Falls, 10 Maple Avenue BEACON FALLS, CT, US, 06403		<b>Shipper:</b> Anne Campbell, AIROS 28 Hillman Rd QUEENSBURY, NY, US	SMITH DEVELOPMENT INC. S, 12804





Geographic & Property Information Application

### **Detailed Parcel Information**

Parcel ID 003-001-0003-B

Owner POSICK ROBERT

Location 450 LOPUS RD

MAILING ADDRESS 139 WEST ROAD **BEACON FALLS CT 06403** 



Quick Map Assessor Map Summary Card FEMA Firm Panel Scroll Down For Complete Property Detail

### PARCEL VALUATIONS

	Appraised Value	Assessed Value
Buildings	168970	118279.0
Land	70610	49427.0
Outbuildings	0	0.0
TOTAL:	239580	167706.0

### **PROPERTY INFORMATION**

Land use	
Total Acres	
GIS Acres	

## UTILITY INFORMATION

Electric		
Gas		
Sewer		
Public Water		

### **RECENT SALE INFORMATION**

Sale Date	6/13/2016
Sale Price	0
Book / Page	215 532

## CONSTRUCTION DETAILS

Primary Industrial Land 2 1.84683641

Υ

Building Gross - sqft Living Area - sqft Building Style Year Built Building Condition Number of Rooms Number of Bedrooms Number of Bathrooms Number of Half Baths Number of Extra Fixtures Stories Frame Type Roof Structure Roof Cover Primary Exterior Wall Type Secondary Exterior Wall Type Primary Interior Wall Type Secondary Interior Wall Type Primary Floor Type Secondary Floor Type Heating/Cooling Type Heating Fuel АС Туре

Not Available 4956 1975 normal for age 1 0 1 1 Not Available 1 Fire Resistant 2

Not Selected/Multi

None



<u>Via FedEx</u>

July 7<sup>th</sup>, 2022

Robert Posick 139 West Road Beacon Falls, CT 06403

# **RE:** American Tower Corporation's Petition for a Declaratory Ruling - Expansion of Existing Compound at 401 Lopus Road, Beacon Falls, Connecticut 06403

Dear Property Owner:

Your property at 450 Lopus Road, Beacon Falls, CT, shares a property line with 401 Lopus Road, Beacon Falls, Connecticut, where American Tower Corporation was granted an Easement for two Tower Parcels, one being 1992 sq. ft. and the other being 10,000 sq. ft. for the purpose of maintaining a telecommunications facility.

American Tower Corporation is requesting approval from the Connecticut Siting Council to expand their existing compound within their existing Easement space for the purpose of installing a backup generator. This proposed expansion will have no effect on your property.

Should you have any questions, I can be reached at the below contact information, and the Connecticut Siting Council can be reached at (860) 827-2935.

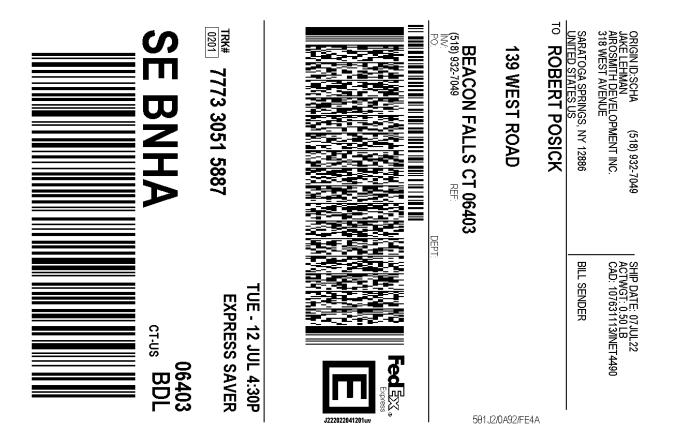
Sincerely,

Jake Lehman

Jake Lehman Site Acquisition Specialist I Airosmith Development, Inc. 318 West Ave. Saratoga Springs, NY 12866 (518) 306-1711 fax (518) 932-7049 cell jlehman@airosmithdevelopment.com

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Signed for by:	Signature not required	Delivery Location:	139 WEST RD
Service type:	FedEx Express Saver		
Special Handling:	Deliver Weekday; Residential Delivery		BEACON FALLS, CT, 06403
		Delivery date:	Jul 11, 2022 14:22
Shipping Information: Tracking number:	777330515887	Ship Date:	Jul 7, 2022
		Weight:	0.5 LB/0.23 KG
<b>Recipient:</b> Robert Posick, 139 West Road BEACON FALLS, CT, US, 06403		<b>Shipper:</b> Jake Lehman, AIROSM 318 West Avenue Saratoga Springs, NY,	IITH DEVELOPMENT INC. US, 12886

Proof-of-delivery details appear below; however, no signature is available for this FedEx Express shipment because a signature was not required.



Via FedEx

July 7<sup>th</sup>, 2022

Gerard Smith First Selectman of Beacon Falls 10 Maple Avenue Beacon Falls, CT 06403

## RE: Notice of American Tower Corporation Petition for Declaratory Ruling

Dear Mr. Smith:

Airosmith Development is a contractor currently working on behalf of American Tower Corporation ("ATC"). ATC will be filing a petition for a declaratory ruling that no new or amended Certificate of Environmental Compatibility and Public Need is required from the Connecticut Siting Council on or after July 15<sup>th</sup>, 2022.

The petition is regarding the existing telecommunications facility located at 401 Lopus Road, Beacon Falls, Connecticut. ATC currently maintains a compound of approximately 42' x 46' inside one of ATC's Easement Parcels. ATC is seeking to expand the existing compound 15'-4" x 11' (~170 sf.) inside ATC's second Tower Parcel of 100' x 100' for the purpose of installing a new backup generator.

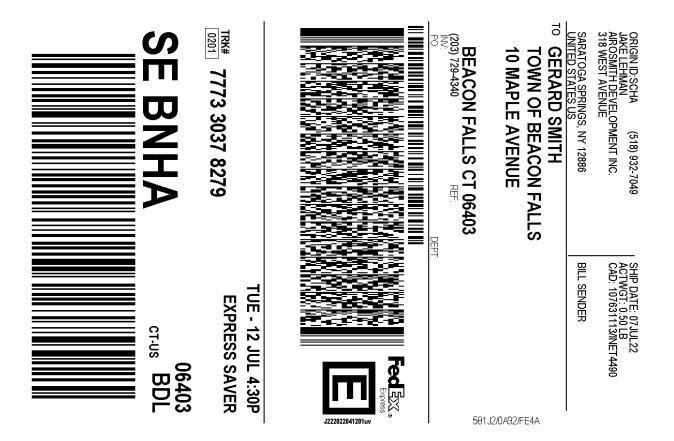
Further details and the full application can be found on the Connecticut Siting Council website or on file at the Connecticut Siting Council offices at 10 Franklin Square, New Britain, Connecticut.

Sincerely, Jake Lehman

Jake Lehman Site Acquisition Specialist I Airosmith Development, Inc. 318 West Ave. Saratoga Springs, NY 12866 (518) 306-1711 fax (518) 932-7049 cell jlehman@airosmithdevelopment.com

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Service type:	FedEx Express Saver		
Special Handling:	Deliver Weekday		BEACON FALLS, CT, 06403
		Delivery date:	Jul 11, 2022 11:57
Shipping Information:			
Tracking number:	777330415060	Ship Date:	Jul 7, 2022
		Weight:	0.5 LB/0.23 KG
<b>Recipient:</b> Keith Rosenfeld, Town of Beacon Falls 10 Maple Avenue BEACON FALLS, CT, US, 06403		<b>Shipper:</b> Jake Lehman, AIROSM 318 West Avenue	IITH DEVELOPMENT INC.





Via FedEx

July 7<sup>th</sup>, 2022

Keith Rosenfeld Town Planner of Beacon Falls 10 Maple Avenue Beacon Falls, CT 06403

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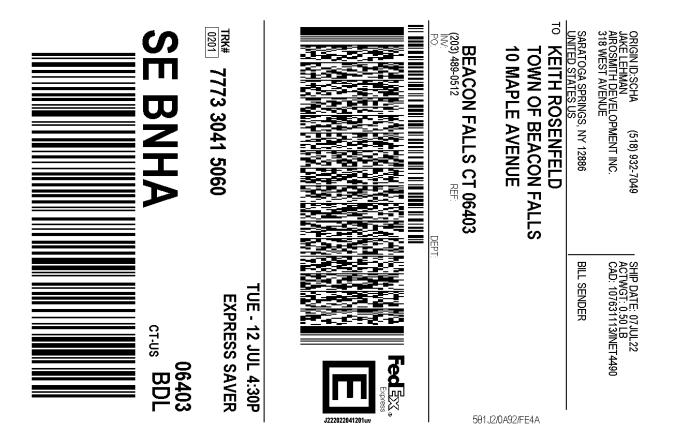
Sincerely,

ake Lehman

Jake Lehman Site Acquisition Specialist I Airosmith Development, Inc. 318 West Ave. Saratoga Springs, NY 12866 (518) 306-1711 fax (518) 932-7049 cell jlehman@airosmithdevelopment.com

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Special Handling:	Deliver Weekday		BEACON FALLS, CT, 06403
		Delivery date:	Jul 11, 2022 11:57
Shipping Information:			
Tracking number:	777330378279	Ship Date:	Jul 7, 2022
		Weight:	0.5 LB/0.23 KG
<b>Recipient:</b> Gerard Smith, Town of Beacon Falls 10 Maple Avenue BEACON FALLS, CT, US, 06403		<b>Shipper:</b> Jake Lehman, AIROSM 318 West Avenue Saratoga Springs, NY,	11TH DEVELOPMENT INC. US, 12886

