# STATE OF CONNECTICUT CONNECTICUT SITING COUNCIL

# IN RE:

PETITION OF TOWERNORTH DEVELOPMENT, LLC AND	)	
NEW CINGULAR WIRELESS PCS, LLC TO THE	)	
CONNECTICUT SITING COUNCIL FOR A DECLARATORY	)	PETITION NO
RULING THAT NO CERTIFICATE OF ENVIRONMENTAL	)	
COMPATIBILITY AND PUBLIC NEED IS REQUIRED TO	)	
REPLACE THE EXISTING COMMUNICATIONS TOWER	)	August 31, 2023
FACILITY AT 13 POMEROY AVENUE IN MERIDEN,	)	
CONNECTICUT WITH A NEW WIRELESS	)	
TELECOMMUNICATIONS MONOPOLE	)	
	)	

# PETITION FOR DECLARATORY RULING TO REPLACE THE EXISTING COMMUNICATIONS TOWER FACILITY AT 13 POMEROY AVENUE IN MERIDEN, CONNECTICUT WITH A NEW WIRELESS TELECOMMUNICATIONS MONOPOLE

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# I. <u>Introduction</u>

Pursuant to Sections 16-50j-38 and 16-50j-39 of the Regulations of Connecticut State Agencies ("R.C.S.A."), TowerNorth Development, LLC ("TowerNorth" or the "Petitioner") in cooperation with New Cingular Wireless PCS, LLC ("AT&T") hereby petition the Connecticut Siting Council ("Council") for a declaratory ruling that the replacement and relocation of an existing municipal public safety communications tower at 13 Pomeroy Avenue in the City of Meriden, Connecticut with a new wireless telecommunications facility would not involve any materially different or substantial adverse environmental effects and, as such, does not require a Certificate of Environmental Compatibility and Public Need ("Certificate") pursuant to Section 16-50k of the Connecticut General Statutes ("C.G.S.").

# II. <u>The Existing Facilities</u>

The City of Meriden owns the property at 13 Pomeroy Avenue which is the location of the Chief Leonard A. Petrucelli Memorial Firehouse Fire Station #5 ("Fire Station Property"). The Fire Department currently owns and maintains a lattice tower which houses the City's public safety and emergency services communications equipment. The existing public safety lattice tower is located near the western property line near the northwest edge of the existing paved parking area.

Nearby, AT&T, along with other commercial wireless carriers, currently maintains their wireless telecommunications equipment upon the rooftop of the Comfort Inn & Suites at 900 East Main Street in the City of Meriden. AT&T is proposing to remove its equipment from that rooftop and relocate their facility to the new monopole tower facility proposed at the Fire Station Property. AT&T needs to relocate its facility because it cannot install upgrades without structural modifications that the owner of the building is not planning to complete.

# III. <u>The Replacement Facility</u>

TowerNorth has secured a lease with the City of Meriden, which owns the Fire Station Property, for the proposed replacement tower facility. A redacted copy of the lease is included as **Attachment 1**. TowerNorth proposes to replace the City's existing public safety communications equipment lattice tower with a new 150' monopole facility. The Fire Station Property is an approximately .66-acre lot located at the southwest quadrant of Pomeroy Avenue and East Main Street intersection, adjacent to the I-91 Northbound Exit 16 and the Route 15 Northbound Exit 67. The Fire Station Property where the replacement facility is proposed is approximately 1,600' to the southeast of the existing rooftop facility at 900 East Main Street. The proposed replacement facility would be located almost entirely upon the existing paved parking lot area with a small portion of the lawn area at the northwestern edge of the parking lot also being disturbed.

TowerNorth proposes to construct the tower and the 1,684 s/f fenced equipment compound enclosed by 6'-tall chain link fence with barbed wire. The proposed monopole will be located adjacent to the existing lattice tower, which will be removed. Upon the monopole, AT&T proposes to mount up to 12 panel antennas at the centerline height of 141' above grade level. Within the atgrade equipment compound, AT&T proposes to install a 6'8"x6'8" walk-in equipment cabinet upon a 9'6"x9'6" concrete pad as well as a 15kw diesel generator on a 4'x6' concrete pad. The proposed tower space above AT&T's equipment is reserved for use by the City of Meriden for its public safety communications equipment being relocated from the existing lattice tower. Additional space is available on the tower below AT&T for future collocation by other wireless carriers. A copy of the construction drawings prepared by TowerNorth and AT&T are enclosed as **Attachment 2** which provide additional details on the proposed replacement facility. A copy of the certified letter from the tower company confirming that the proposed tower will be constructed in accordance with the applicable safety and structural standards is also enclosed as **Attachment 3**.

IV. <u>Replacement of the Existing Tower and Construction at the Relocation Site Will Not Have</u> <u>a Substantial Adverse Environmental Effect</u>

The Public Utility Environmental Standards Act (the "Act"), C.G.S. § 16-50g et seq., provides for the orderly and environmentally compatible development of telecommunications towers in the state to avoid "a significant impact on the environment and ecology of the State of Connecticut." C.G.S. § 16-50g. To achieve these goals, the Act established the Council, and requires a Certificate of Environmental Compatibility and Public Need for the construction of cellular telecommunications towers "that may, as determined by the council, have a substantial adverse environmental effect." C.G.S. § 16-50k(a). A comparison of the existing and proposed conditions reveals no potential for substantial or significant environmental impacts associated with the proposed replacement and relocation of the existing facilities. Thus, we petition the Council for a determination confirming no substantial or significant environmental impacts are anticipated and for approval of the proposed replacement and relocation.

# A. <u>Tower Visibility</u>

TowerNorth's proposal will result in the replacement of the existing lattice tower at the Fire Station Property with a new 150'-tall monopole tower within a new fenced equipment compound. The proposed replacement facility will be located at the northwestern portion of the existing paved parking lot adjacent to the location of the existing lattice tower. The new monopole facility will

allow AT&T to remove its equipment from the existing rooftop facility at the nearby Comfort Inn and Suites at 900 East Main Street in the City of Meriden.

Photosimulations depicting the proposed facility at the Relocated Site taken from 7 nearby locations are included in **Attachment 4**. These photosimulations are provided for context associated with the proposed relocation of the tower facility and its visibility. These vantage points demonstrate the limited visibility from nearby residential areas. The visibility of the proposed replacement facility would be limited mostly to high-traffic, commercial, and industrial areas in the immediate vicinity. Confirmation that the proposed relocated facility will not require registration with the FAA, or any lighting and marking is included in **Attachment 5**.

# B. <u>Species and Habitat Review</u>

TowerNorth prepared its National Environmental Policy Act (NEPA) Screening Report which evaluates the proposed wireless facility to determine whether the proposed construction would have any significant environmental effect requiring further evaluation. The FCC NEPA Screening Checklist is included as **Attachment 6**. As confirmed by the NEPA Screening Report, the proposed replacement facility is not expected to result in a significant environmental effect on any protected species or habitat requiring further review due to the minimal site disturbance and lack of suitable habitats capable of supporting any listed species.

# C. Flood Zones & Wetlands

The development of the replacement facility at the Fire Station Property is not anticipated to result in any disturbance or impacts to wetlands and will not require any removal of trees. The proposed replacement tower and equipment area will be located in an area that is currently disturbed. Therefore, no significant changes to the surface features are anticipated. While multiple wetland features have been identified and flagged on the site associated with the Willow Brook and tributaries, no direct effects to same are anticipated. Best management practices are proposed to be employed during construction to ensure stormwater runoff does not carry construction related debris into any nearby wetland features. The location of the proposed replacement facility is also not classified within any FEMA floodplain.

# D. <u>Air, Water, or Noise Emissions</u>

No substantial adverse impacts will result from any air, water, or noise emissions from the proposed replacement facility. The proposed replacement facility does not require any water or wastewater utilities, outdoor storage, or solid waste receptacles. The proposed replacement facility will not emit any smoke, gas, dust, or other air contaminants, odors, or vibrations other than a planned emergency backup generator. The proposed generator will only operate during limited events in which it is being tested or used during temporary power outages and will comply with state air and noise regulations. It is respectfully submitted that construction and operation of the proposed replacement facility would have no significant impact on air, water, or noise quality in the area.

# E. <u>Historic and Archeological Resources</u>

An evaluation of the proposed replacement facility's potential historic or archeological effects was conducted in accordance with FCC rules and policies pertaining to Section 106 Review under the National Historic Preservation Act (NHPA). TowerNorth's review determined that "No Historic Properties" are located within the Area of Potential Effect. Consultation with the Connecticut

Department of Economic and Community Development State Historic Preservation Office ("SHPO") was conducted which included submission of the proposed tower construction details. To date, no response has been received from the SHPO. Therefore, no potential adverse effects on any historic resources are anticipated. Similarly, all Native American Indian Tribes have been notified of the proposed replacement facility pursuant to the NHPA and no potential adverse effects have been identified or anticipated.

# F. <u>Compliance with MPE Limits</u>

The proposed replacement facility will be in compliance with FCC established general public limit at ground level and well within standards adopted by the Connecticut Department of Energy & Environmental Protection as set forth in C.G.S. Section 22a-162. A power density report is included in **Attachment 7** indicating that the total radio frequency power density at the replacement facility would be 5.02% of the allowable limit set by the FCC and State DEEP.

# G. <u>Site Disturbance</u>

As shown on the attached construction drawings, the proposed replacement of the wireless facility would be to a site that is currently disturbed and developed with the existing fire station, related parking area, and other infrastructure. The construction and maintenance of the proposed replacement facility would not require the removal of any trees. Vehicular access from Pomeroy Avenue will utilize the existing paved parking area and driveway. Electrical and telecommunications utilities will be routed underground from the utility pole located along Pomeroy Avenue which would require minimal, temporary disturbance of paved and grass areas. TowerNorth would incorporate soil erosion controls procedures and silt fencing during construction activities. Additionally, there are no farmland soils mapped at the Fire Station Properties. As such, there are no substantial ground disturbance environmental impacts associated with the proposed replacement tower site development on the parcel.

# H. <u>Public Safety</u>

AT&T has identified a significant deficiency in its coverage and capacity in its existing wireless telecommunications network in this area of the City of Meriden, including along State Route 15, I-91, Pomerov Avenue, Paddock Avenue, Bee Street, and other roads and businesses in the area. This deficiency may cause an inability or inadequate ability to transmit calls or utilize data services. In order to address this coverage and capacity deficiency, AT&T must upgrade its existing facilities or provide supplemental facilities. Given the limitations and restrictions AT&T faces at its existing location at 900 East Main Street, TowerNorth and AT&T have identified the Fire Station Property as a suitable solution for the replacement facility to address AT&T's network deficiencies. Additional details are included in AT&T's radio frequency analysis report enclosed as **Attachment 8**, which includes coverage data and maps demonstrating AT&T's need for the replacement facility as well as details on AT&T's FirstNet program for first responders which will be supported by the replacement facility. The proposed replacement facility will also accommodate the relocation of the City's public service and emergency service equipment from the existing lattice tower providing for more resilient infrastructure. Thus, the replacement facility is expected to improve public safety communications capabilities in this area of the City of Meriden and along State Route 15 and I-91.

# V. <u>Notice of Petition Filing</u>

Pursuant to R.C.S.A. Section 16-50j-40(a), notice of TowerNorth's intent to file this Petition was sent to each person appearing of record as an owner of property that abuts the Fire Station Property, as well as the appropriate municipal officials. Certification of such notice, a copy of the notice, and the list of property owners is included in **Attachment 9** along with the map from the City's GIS website used to identify abutting property owners. **Attachment 9** also includes a certification of service to municipal officials.

# VI. <u>Conclusion</u>

As set forth herein, TowerNorth's proposed replacement of the City's existing public safety communications equipment lattice tower with a new 150' monopole facility at 13 Pomeroy Avenue in Meriden and the relocation of AT&T's wireless telecommunications facility from the rooftop of 900 East Main Street would not create any substantial adverse environmental effect. The owner of the proposed replacement facility, TowerNorth respectfully requests a ruling by the Council that replacement of the tower facility and relocation would not require a Certificate of Environmental Compatibility and Public Need ("Certificate") pursuant to Section 16-50k of the Connecticut General Statutes ("C.G.S."). For the foregoing reasons, TowerNorth petitions the Connecticut Siting Council for a determination that the proposed relocated facility be approved in this Petition.

Respectfully Submitted,

Daniel Patrick, Esq. Lucia Chiocchio, Esq. On behalf of the Petitioner, TowerNorth Cuddy & Feder, LLP 445 Hamilton Avenue, 14<sup>th</sup> Floor White Plains, New York 10601 (914) 761-1300

# **ATTACHMENT 1**

#### **OPTION AND LEASE AGREEMENT**

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by City Of Meriden, having a mailing address of 142 East Main Street, Meriden, CT 06450 ("Landlord") and TowerNorth Development, LLC, a Delaware limited liability company, having a mailing address of 750 West Center Street, Suite 301, West Bridgewater, MA 02379 ("Tenant").

#### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, together with all rights and privileges arising in connection therewith, PIN: 1007-0322-0001-0000, located at 13 Pomeroy Avenue, Meriden, in the County of New Haven, State of CT (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with the installation, operation, maintenance and management of telecommunications equipment at the Property and Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately Two Thousand Two Hundred Twenty (2,220) square feet including the air space above such ground space, and a twenty (20) foot wide access easement and five (5) foot wide underground utility easement, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility.

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of within thirty (30) business days of the Effective Date. The Option will be for an initial term of three (3) years commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant up to one (1) additional time, for an additional option term of three (3) years, (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional term of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof. Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant shall be entitled to sublease and/or sublicense all or any part of the Premises or any communications tower(s) thereon at any time without Landlord consent and without additional payment to Landlord. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, dishes, generators, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property, as described on Exhibit 1, as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

#### 3. <u>TERM.</u>

(a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "Term").

#### 4. <u>RENT</u>.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, (the

"**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(c) Rent shall increase annually by commencing on the first anniversary of the Rent Commencement Date (the "Rent Escalator").

(d) The Rent of **Sector of** per month as set forth in Section 4(a) aforesaid shall apply to the First Carrier Subtenant. If, and when, additional carriers(s) of any type ("Carrier Subtenant") co-locate on the tower, Landlord shall receive an additional carriers(s) of any type ("Carrier Subtenant") co-locate on the tower, Landlord shall receive an additional carriers between to Landlord shall be due the first day of the first month following when said Carrier Subtenant's monthly rent is actually received and collected by Tenant. Notwithstanding the foregoing, all Rent contained herein shall be payable one month in arrears upon Tenants receipt of rental payment from its Carrier Subtenants. In the event the first (1<sup>st</sup>) Carrier Subtenant is no longer a tenant on the Premises, the second (2<sup>nd</sup>) Carrier Subtenant who collocated on the

Premises will take the place of the first (1<sup>st</sup>) Carrier Subtenant and the Revenue Share amount for each subtenant will be adjusted accordingly.

#### 5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. <u>**TERMINATION.</u>** This Agreement may be terminated, without penalty or further liability, as follows:</u>

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the thencurrent rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

#### 7. INSURANCE.

During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured Such additional insured coverage:

(i) Shall be on a primary and non-contributory basis to all policies. All policies shall include a Waiver of Subrogation. An original completed Certificate of Insurance must be presented to the City of Meriden prior to the issuance of the Lease. Tenant agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of any policy. Should any policy be cancelled before the expiration date, written notice must be given to the City 30 days prior to cancellation

(ii) limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(iii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iv) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

#### 8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

# 9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully

cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

#### 10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a (b) legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord warrants, covenants and agrees that the restriction in the deed dated 9/9/1966 and recorded in Volume 480, Page 621 in the New Haven County Land Records which requires the Property to be used for firehouse purposes will not be violated by the Permitted Use contemplated in this Agreement and the use of the Property will continue for firehouse purposes for the Term of the Agreement. (iv) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (v) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (vi) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

#### 11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified on Schedule A attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities at the sole cost and expense of Tenant for, payment of penalties, sole cost and expense of Tenant for, payment of penalties, sole cost and expense of Tenant for, payment of penalties, sole cost and expense of Tenant for, payment of penalties, sole cost and expense of Tenant for, payment of penalties, sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. As necessary Landlord agrees to execute a letter granting Tenant Access to the Property; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant shall be required to remove the Communication Facility, to three feet below grade, at the end of the Term and any extensions thereof, or upon other termination hereunder. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

#### 14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

#### 15. USE OF TOWER STRUCTURE

The Landlord shall have the right to install its antenna equipment on the Communication Facility upon approval by Tenant, such approval shall not be unreasonably withheld. Landlord shall provide to Tenant written specifics of its antenna equipment to be installed for Tenant's review. Tenant has Fifteen (15) business days to provide approval or comments to Landlord's request. The Landlord and Tenant recognize that both the Landlord and Tenant shall at that point be using the Communication Facility for transmission purposes and agree to cooperate with each other so that neither party interferes with the use of the antenna(s) or communication equipment of each other or any subcontractor and further agree to concur in good faith for the other in an attempt to find expedited resolutions to any use of the one which interferes with the transmission or use by the other party or a subtenant or any changed circumstances which would impair one party's use of its antenna(s) or transmission equipment.

#### 16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) nonpayment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity. In the event Landlord elects to terminate this Agreement due to a default by Tenant, it shall continue to honor all leasehold and or license commitments made by Tenant through the expiration of the Term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord

remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

17. <u>ASSIGNMENT/SUBLEASE</u>. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

18. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Formal notices will be addressed to the parties as follows:

If to Tenant (Formal):	TowerNorth Development, LLC
	Attn: Bert Stern/Sue Masse
	Re: Cell Site Name/Number: Meriden / CT0005
	750 West Center Street, Suite 301
	West Bridgewater, MA 02379
Tenant (Informal):	General Contact:
	Operations: 888-315-0220 x3

If to Landlord (Formal): City of Meriden City Manager 142 East Main Street

Meriden, Connecticut 06450

Landlords@TowerNorth.com

Landlord Informal Contact: 203-630-4023 / Email: tcoon@meridenct.gov

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

19. <u>CONDEMNATION.</u> In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. <u>CASUALTY.</u> Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement,

such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

21. <u>WAIVER OF LANDLORD'S LIENS.</u> Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

## 22. <u>TAXES.</u>

(a) Landlord is a municipality and is exempt from taxes levied upon the lands, improvements and other property of the Landlord located on the Property Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Tenant, with respect to the valuation of the Premises. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date of this Agreement, Landlord shall provide the Tenant's address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

#### 23. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property or Surrounding Property, or to sell or otherwise transfer all or other parts of Premises, or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed TND Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

24. <u>RENTAL STREAM OFFER.</u> (a) From and after the Effective Date through the expiration or termination of the Term, Landlord hereby grants Tenant a right of first refusal in connection with all requests, proposals or offers from any third party other than the Tenant to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises. Landlord shall provide Tenant written notice (the "ROFR Notice") of its receipt of such a request, proposal or offer which Landlord desires to accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Tenant shall have thirty (30) days to evaluate such request, proposal or offer and notify Landlord in writing (the "Acceptance Notice") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If Tenant fails to provide Landlord with an

Acceptance Notice or within such thirty (30) day period, then Landlord may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within one hundred eighty (180) days of when Tenant notifies Landlord it does not intend to provide an Acceptance Notice (or, if no such notice is given, one hundred eighty (180) days after the expiration of the aforementioned thirty (30) day period), then Landlord shall not complete such transaction(s) without first providing Tenant an additional ROFR Notice pursuant to the terms of this section, whereupon the provisions of this section shall again apply.

(b) If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer") which Landlord desires to accept, Landlord will furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within such thirty (30) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this section.

#### 25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of TowerNorth Development, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) W-9. As a condition precedent to payment Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(1) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

#### **[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

# "LANDLORD"

City of Meriden

By: noth Coor Print Name: 1. Its: C.1 er Date:

# "TENANT"

TowerNorth Development, LLC, a Delaware limited liability company

By: Print Name: Joshua Delman

Its: Managing Member Date: 3-13-13 Date: \_\_\_\_

# EXHIBIT 1

# **DESCRIPTION OF PREMISES**

Page \_ of \_

to the Option and Lease Agreement dated <u>ARCH 13</u>, 2023, by and between City Of Meriden, as Landlord, and TowerNorth Development, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PIN: 1007-0322-0001-0000

2

forever,	all that certain parcel of land, situated in the City of
Keriden,	County of New Haven and State of Connecticut, on the
restorly	side of Pomeroy Avenue at East Main Street, containing
30 69.C	an sore, more or less, bounded and described as follows:
Main Str	cinning at a point in the southerly highway line of East wet, said point being 25 fect westerly from and measured at agles to the center line of the relocation of Pomercy Avenue.
-	southerly, along the westerly street line of Pozeroy Avenue as cotablished by this instrument, it being a line which is 25 feet westerly from and parallel with said center line, 293 feet, more or less, to a point opposite Station 10+00;
THENCE -	along the revised easterly highway line of Interstate Route #91, as established by this instrument, westerly, along a straight line, 84 feet, more or less, to a point 75 feet easterly from and measured radially to the base line of Ramp "E", an exit ramp from Interstate Route #91 at Station 54+10; and northerly, along a straight line, 238 feet, more or less, to a point 90 feet easterly from and measured at right angles to said base line at Station 56+35;
THENCE	- easterly, along remaining land of the State of Connecticut, along a straight line, 152 feet, more or less, to the point of beginning.

# EXHIBIT 1

# **DESCRIPTION OF PREMISES**

Page Zof 6

The Premises are described and/or depicted as follows:

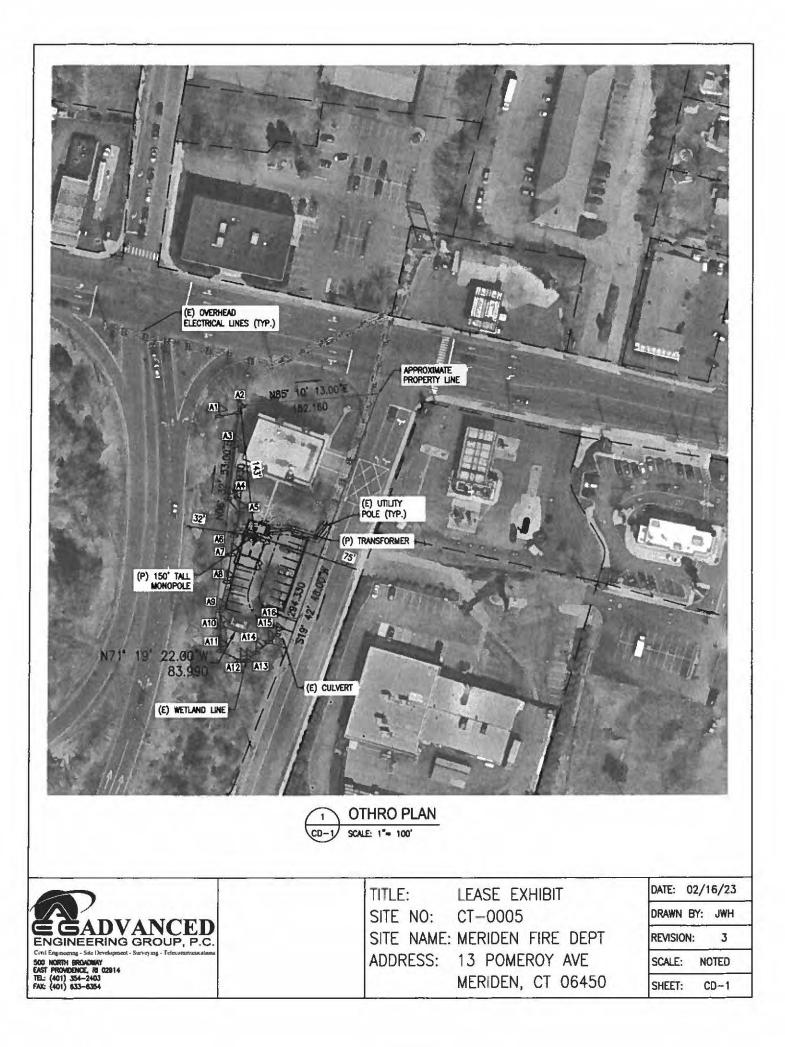
Parcel ID#: 1007-0322-0001-0000 See Attached Drawing.

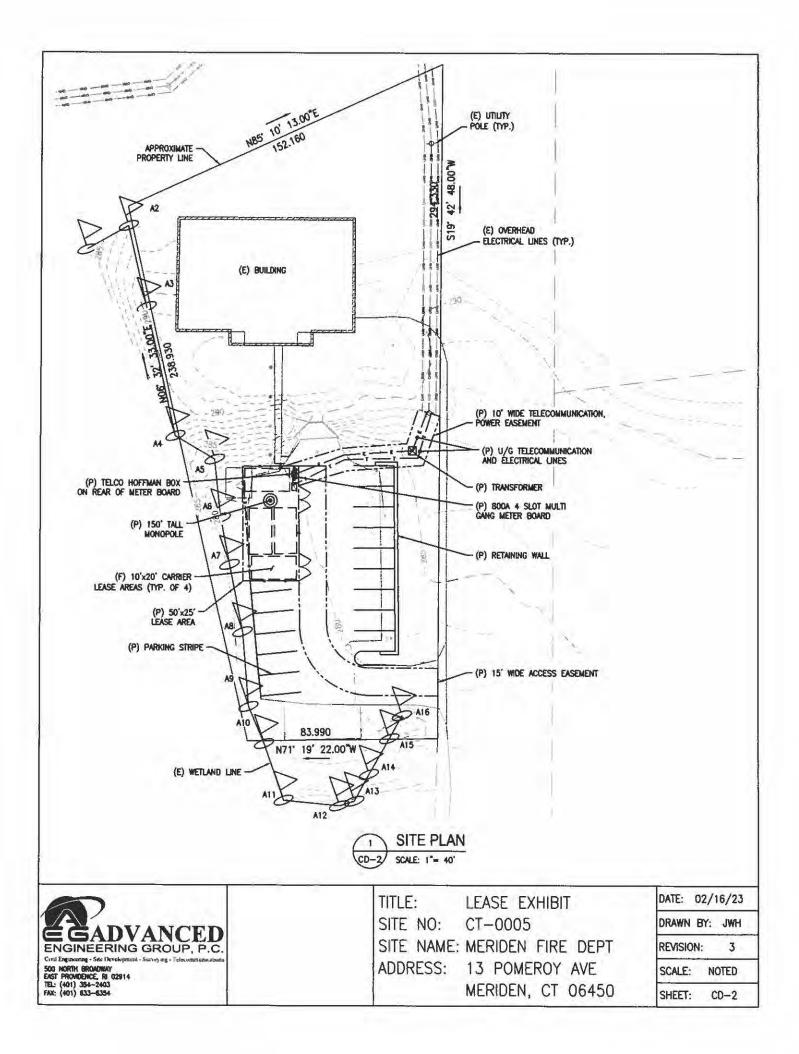
Notes:

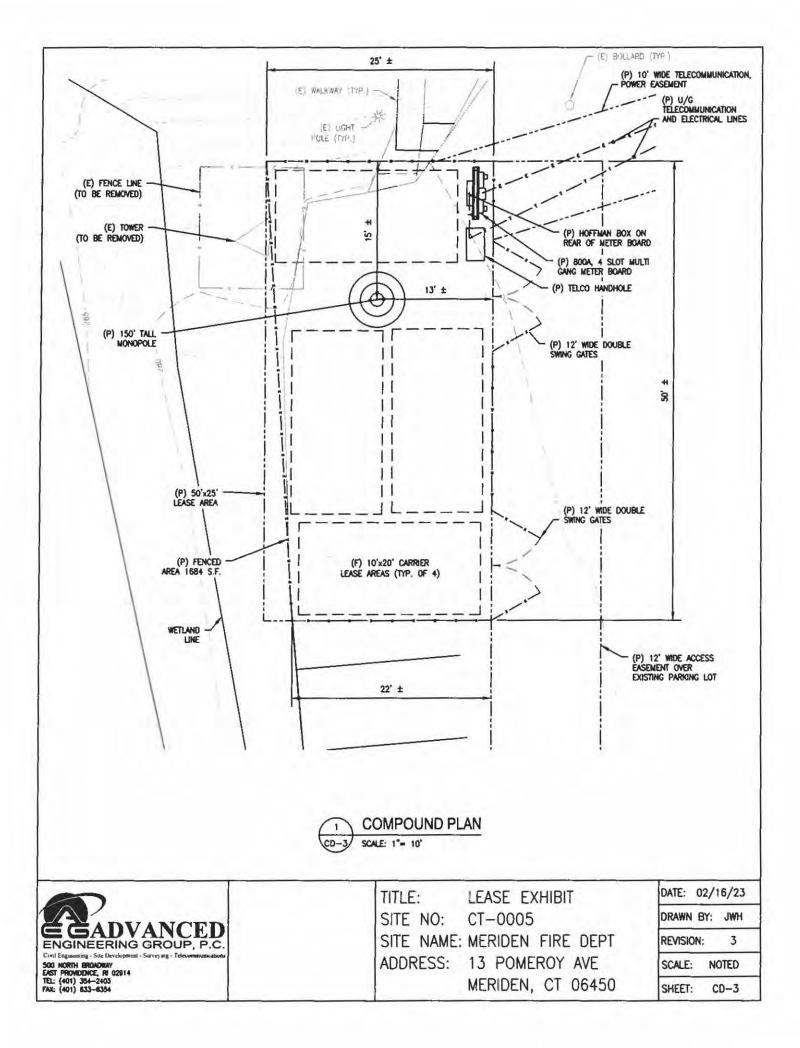
I THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT

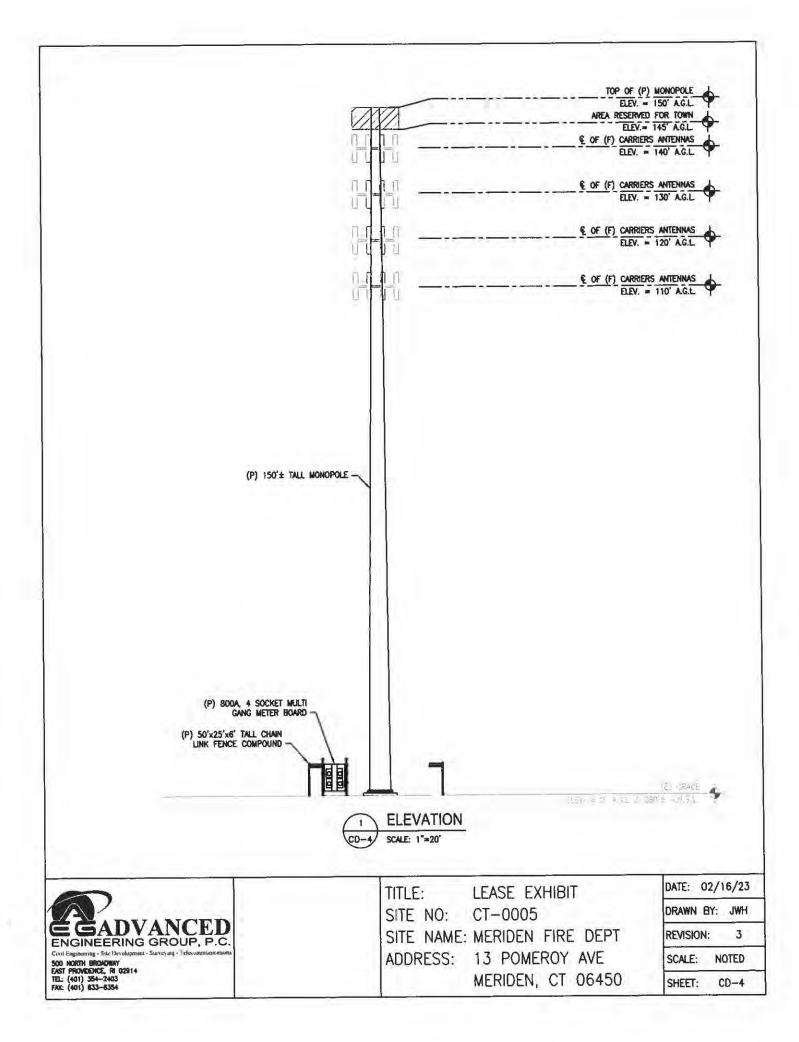
<sup>2</sup> ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES

<sup>3</sup> WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS









# SCHEDULE A

# **ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

I. NONE.

# **EXHIBIT 24b**

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

#### MEMORANDUM OF LEASE

#### Prepared by:

TowerNorth Development, LLC 750 W. Center St., Suite 301 W. Bridgewater, MA 02379

#### Return to:

TowerNorth Development, LLC c/o Susan Masse 172 Franklin Street Warren, RI 02885

Re: Cell Site Name/Number: Meriden / CT0005-A Site Address: 13 Pomeroy Avenue, Meriden State: CT County: New Haven Parcel No.: 1007-0322-0001-0000

# MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this day of March, 2023, by and between City Of Meriden, having a mailing address of 142 East Main Street, Meriden, CT 06450 (hereinafter referred to as "Landlord") and TowerNorth Development, LLC, a Delaware limited liability company, having a mailing address of 750 W. Center St., Suite 301, West Bridgewater, MA 02379 (hereinafter referred to as "Tenant").

- Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the day of Marcon, 2023, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
- The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with nine (9) successive five (5) year options to renew.
- 3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

#### "LANDLORD"

City of Meriden

By: 1. -----Print Name: 00/ Its: City Manager Date: 10

# "TENANT"

TowerNorth Development, LLC, a Delaware limited liability company

By: \_\_\_\_\_ Print Name: Joshua Delman Its: Managing Member Date: \_\_\_\_\_

# **[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

#### LANDLORD ACKNOWLEDGMENT

State of <u>Connecticut</u>

On this day of <u>march</u> 2023, before me appeared <u>Thouthy</u> <u>com</u>, to me personally known, who, being by me duly sworn (or affirmed), did say that he/she is the City Manager of City of Meriden, and that said instrument was signed on behalf of said City of Meriden, and acknowledged said instrument to be the free act and deed of said City of Meriden.

Notary Public

Print Name: Chustine

Christine Marie Panciera Notary Public, State of Connecticut My Commission Expires Aug 31, 2026

#### TENANT ACKNOWLEDGMENT

State of Massachusetts

County of Plymouth

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2023, before me appeared Joshua Delman, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the Managing Member of TowerNorth Development, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, by consent of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

Print Name: Susan L. Masse

My commission expires:

# EXHIBIT 1

# **DESCRIPTION OF PREMISES**

Page of

to the Memorandum of Lease dated \_\_\_\_\_\_, 2023, by and between City of Meriden as Landlord, and TowerNorth Development, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PIN: 1007-0322-0001-0000

#### **EXHIBIT 1**

# **DESCRIPTION OF PREMISES**

Page of

The Premises are described and/or depicted as follows:

Parcel ID#: 1007-0322-0001-0000 See Attached Drawing.

Notes:

THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED 1 BY TENANT ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE

<sup>2</sup> APPLICABLE GOVERNMENTAL AUTHORITIES

WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING 3. POLICE AND FIRE DEPARTMENTS

# **ATTACHMENT 2**

# GENERAL NOTES

THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK. THE WORK PERFORMED ON THE PROJECT AND THE MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.

2. THE ARCHITECT/ENGINEER HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. THE CONTRACTOR BIDDING THE JOB IS NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN HE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.

5. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE LESEE/LICENSEE REPRESENTATIVE OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.

4. THE SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ALL OTHER MATERIALS AND LABOR DEEMED NECESSARY TO COMPLETE THE WORK/PROJECT AS DESCRIBED HEREIN.

5. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO THE SUBMISSION OF BIDS OR PERFORMING WORK TO FAMILLARIZE HIMSELF WITH THE FIELD CONDITIONS AND TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. 6. THE CONTRACTOR SHALL OBTAIN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS / CONTRACT

7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO THE MANUFACTURER'S / VENDOR'S SPECIFICATIONS TALE PRECEDENCE. 8. THE CONTRACTOR SHALL PROVIDE A FULL SET OF CONSTRUCTION

DOCUMENTS.

DOCUMENTS AT THE SITE UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS AVAILABLE FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. 9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT

DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY CONSTRUCTION CONTROL SURVEYS, ESTABLISHING AND MAINTAINING ALL LINES AND GRADES REQUIRED TO CONSTRUCT ALL IMPROVEMENTS AS SHOWN HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK

BY THE ARCHITECT/ENGINEER, THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY. 12. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO

PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETCETERA DURING CONSTRUCTION. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY. 13. THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN

AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.

AS THEY APPLY TO THIS PROJECT.

15. THE CONTRACTOR SHALL NOTIFY THE LESEE/LICENSEE 15. THE CONTRACTOR SHALL NUTLIFT THE LEGGE/ DIGITSLE REPRESENTATIVE WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL CONFLICT IS RESOLVED BY THE LESEE/LICENSEE REPRESENTATIVE.

16. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, PROPERTY LINES, ETC. ON THE JOB.

ALL UNDERGROUND UTILITY INFORMATION WAS DETERMINED FROM SURFACE INVESTIGATIONS AND EXISTING PLANS OF RECORD. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES IN THE FIELD PRIOR TO ANY SITE WORK. CALL THE FOLLOWING FOR ALL PRE-CONSTRUCTION NOTIFICATION 72-HOURS PRIOR TO ANY EXCAVATION ACTIVITY: DIG SAFE SYSTEM (MA, ME, NH, RI, VT): 1-888-344-7233 CALL BEFORE YOU DIG (CT): 1-800-922-4455

18. ALL DIMENSIONS SHOWN THUS  $\pm$  ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS WHICH EFFECT THE CONTRACTORS WORK. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH PROJECT OWNER PRIOR TO CONSTRUCTION. 19. NORTH ARROW SHOWN ON PLANS REFERS TO APPROXIMATE TRUE NORTH. PRIOR TO THE START OF CONSTRUCTION, ORDERING OR FABRICATING OF ANTENNA MOUNTS, CONTRACTOR SHALL CONSULT

WITH PROJECT OWNER'S RF ENGINEER AND FIELD VERIFY ALL ANTENNA SECTOR LOCATIONS AND ANTENNA AZIMUTHS. 0. THE CONTRACTOR AND OR HIS SUB CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH

MAY BE REQUIRED FOR THE WORK BY THE ARCHITECT/ENGINEER, THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY. 21. ANTENNA INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES AND SUPPORT STRUCTURES.

COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT

SHALL BE PROVIDED BY THE PROJECT OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. A SCHEDULE OF PROJECT OWNER SUPPLIED MATERIALS IS ATTACHED TO THE BID DOCUMENTS (SEE EXHIBIT 3). ALL OTHER HARDWARE TO BE PROVIDED BY THE CONTRACTOR. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.

3. WHEN "PAINT TO MATCH" IS SPECIFIED FOR ANTENNA CONCEALMENT, PAINT PRODUCT FOR ANTENNA RADOME SHALL BE SHERWIN WILLIAMS COROTHANE II. SURFACE PREPARATION AND APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND PROJECT OWNER'S GUIDELINE'S.

24. COORDINATION, LAYOUT, AND FURNISHING OF CONDUIT, CABLE AND ALL APPURTENANCES REQUIRED FOR PROPER INSTALLATION OF ELECTRICAL AND TELECOMMUNICATION SERVICE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. 25. ALL UTILITY WORK SHALL BE IN ACCORDANCE WITH LOCAL UTILITY

COMPANY REQUIREMENTS AND SPECIFICATIONS. 26. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING

#### 14. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS 27. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES. WHICH INTERFERE WITH THE EXECUTION OF THE WORK. SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF UTILITY COMPANY ENGINEERING. THE AREAS OF THE PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE EQUIPMENT, DRIVEWAY OR LEASE AREA SHALL BE RESTORED TO ORIGINAL CONDITION.

28. GRAVEL, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED AND COVERED WITH MULCH UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN SOIL EROSION AND SEDIMENTATION CONTROLS AT ALL TIMES.

29. DURING CONSTRUCTION. PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS. 30. FOR WIRELESS COMMUNICATIONS SYSTEMS. PROJECT OWNER'S IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. PROJECT OWNER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.

. SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

> AMERICAN CONCRETE INSTITUTE (ACI) 318; BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE;

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION;

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H, STRUCTURAL STANDARDS FOR STEEL

ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES; REFER TO ELECTRICAL DRAWINGS FOR SPECIFIC ELECTRICAL STANDARDS. FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND

STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

APPLICABLE BUILDING CODES: SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE: 2015 INTERNATIONAL BUILDING CODE

2018 CT STATE BUILDING CODE (CSBC) ELECTRICAL CODE: NEC 2017 NFPA 780 2014

# MERIDEN FIRE DEPT

13 POMEROY AVENUE MERIDEN, CT 06450 NEW HAVEN COUNTY





VICINITY MAP SCALE: NTS

SHEET INDEX			
SHT. NO.	DESCRIPTION	REV. NO.	
T-1	TITLE SHEET	2	
C-1	RADIUS PLAN	2	
C-2	EXISTING SITE PLAN	2	
C-3	EXISTING CONDITION SITE PLAN	2	
Z-1	SITE PLAN	2	
Z-2	COMPOUND PLAN & ELEVATION	2	
Z-3	DETAILS	2	

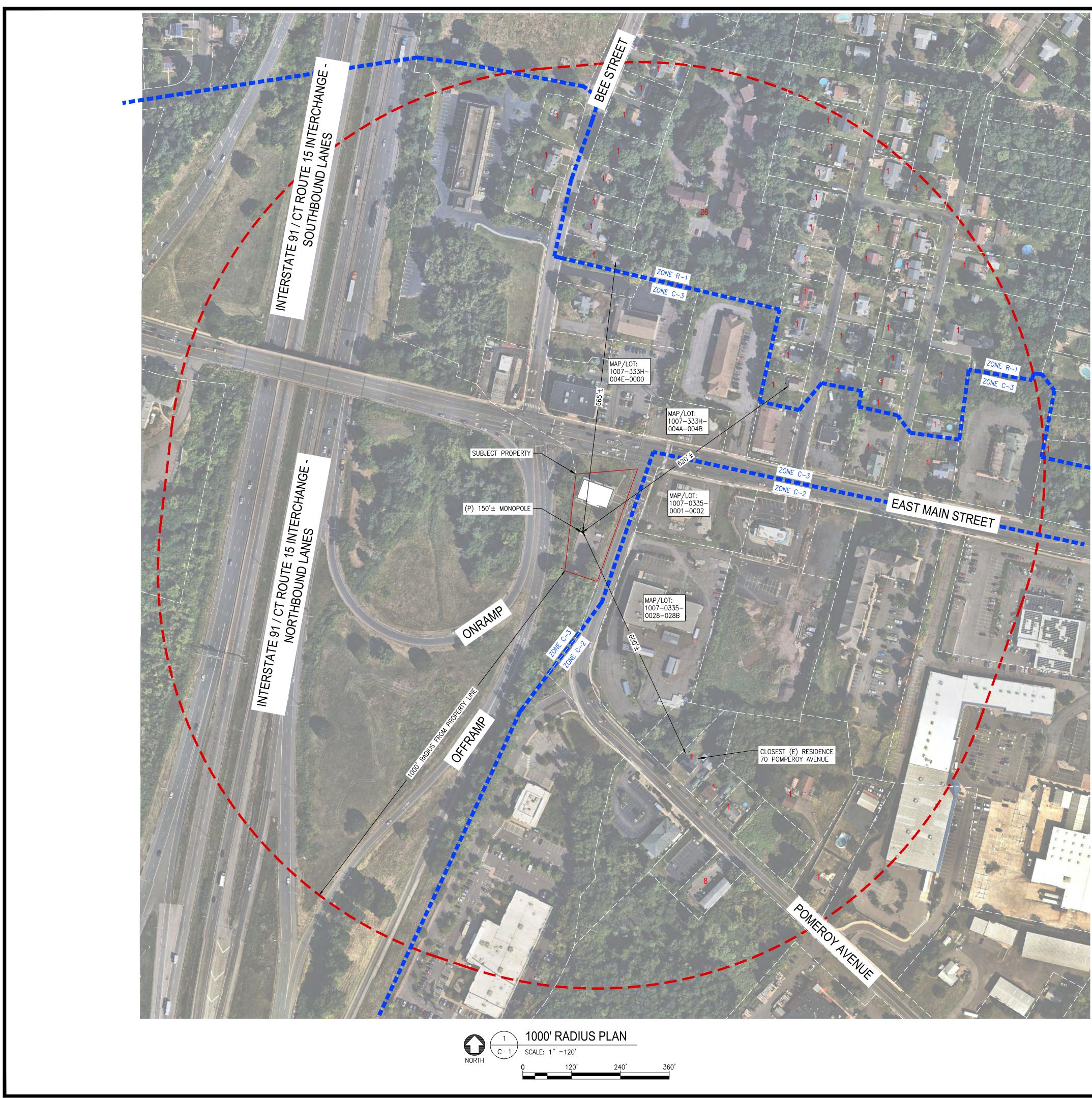
SITE SITE SITE ASS CON PRO (BO APP TOW TOW

# PROJECT SUMMARY

E NUMBER:	CT-0005
E NAME:	MERIDEN FIRE DEPT
E ADDRESS:	13 POMEROY AVENUE MERIDEN, CT 06450
SESSOR'S PARCEL NO.:	
NSTRUCTION TYPE:	NSB
OPERTY OWNER: OTH PARCELS)	CITY OF MERIDEN FIRE STATION 13 POMPEROY AVENUE MERIDEN, CT 06451
PLICANT,	TOWER NORTH, LLC 750 W CENTER ST #301, WEST BRIDGEWATER, MA 02379
WER TYPE:	MONOPOLE
WER HEIGHT:	150 FEET
DO NO	T SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE PROJECT OWNER'S REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

<b>TowerNorth</b> 750 WEST CENTER STREET, SUITE 301 WEST BRIDGEWATER, MA 02379
<b>EXAMPLE 1</b> Constrained by the second state of
A CENSED
AEG PROJECT #: 2019-0027
DRAWN BY: MER
CHECKED BY: SNA
SUBMITTALS
REV#     DATE     DESCRIPTION       0     03/16/23     ISSUED FOR REVIEW       1     08/15/23     REVISED       2     08/16/23     REVISED
REV#DATEDESCRIPTION003/16/23ISSUED FOR REVIEW108/15/23REVISED
REV#DATEDESCRIPTION003/16/23ISSUED FOR REVIEW108/15/23REVISED
REV#       DATE       DESCRIPTION         0       03/16/23       ISSUED FOR REVIEW         1       08/15/23       REVISED         2       08/16/23       REVISED         4       4       4
REV#       DATE       DESCRIPTION         0       03/16/23       ISSUED FOR REVIEW         1       08/15/23       REVISED         2       08/16/23       REVISED         2       08/16/23       REVISED         4       4       4         5       7       7         4       5       7         4       7       7 </td
REV#       DATE       DESCRIPTION         0       03/16/23       ISSUED FOR REVIEW         1       08/15/23       REVISED         2       08/16/23       REVISED         4       4       4         5       5       5         6       6       4
REV#       DATE       DESCRIPTION         0       03/16/23       ISSUED FOR REVIEW         1       08/15/23       REVISED         2       08/16/23       REVISED         2       0       08/16/23         2       0       0         2       0       0         2       0       0         2       0       0         2       0       0         2       0       0         2       0       0         2       0



1.		SURVEY NOTES
	FIELD SURVEY DATE:	08/29/2022
2.	VERTICAL DATUM:	NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
3.	HORIZONTAL DATUM:	NORTH AMERICAN DATUM OF 1983 (NAD83)
4.	CENTER OF (P) TOWER	LAT: 41.525594° LONG: 72.767803°
5.	PROPERTY OWNER:	ELEV.: CITY OF MERIDEN FIRE STATION 13 POMPEROY AVENUE MERIDEN, CT 06451
6.	SITE ADDRESS:	13 POMEROY AVENUE MERIDEN, CT 06451
7.	APPLICANT:	TOWER NORTH DEVELOPMENT 750 WEST CENTER STREET, SUITE 301 WEST BRIDGEWATER, MA 02379
8.	JURISDICTION:	CITY OF MERIDEN
9.	TAX ID:	1007-0322-0001-0000
10.	DEED REFERENCE:	BOOK 480 PAGE 621
11.	PLAN REFERENCES:	HIGHWAY PLAN 2867 DATED JAN 1966
		COMMERCIAL HIGHWAY (C-3)
	TOTAL LAND AREA 0.660	
14. INVES ALL FOLL EXCA	ALL UNDERGROUND UTILI STIGATIONS AND EXISTING UNDERGROUND UTILITIES OWING FOR ALL PRE-CO WATION ACTIVITY:	TY INFORMATION WAS DETERMINED FROM SURFACE PLANS OF RECORD. THE CONTRACTOR SHALL LOCATE IN THE FIELD PRIOR TO ANY SITE WORK. CALL THE NSTRUCTION NOTIFICATION 72–HOURS PRIOR TO ANY
	SAFE SYSTEM (MA, ME, N BEFORE YOU DIG (CT):	IH, RI, VT): 1-888-344-7233 1-800-922-4455
SUR	VEY, AND IS SUBJECT TO	TION IS COMPILED FROM A PARTIAL FIELD BOUNDARY CHANGE AS AN ACCURATE FIELD SURVEY MAY SURVEY WAS NOT PERFORMED.
CONS ANYC ANY	STRUCTION OF A TELECON ONE OTHER THAN VERTEX	SURVEY IS TO SUPPORT THE DESIGN AND MMUNICATION FACILITY. USE OF THIS SURVEY BY TOWER ASSETS, LLC AND USE OF THIS SURVEY FOR TO THE DESIGN OF THE INTENDED FACILITY IS STRICTLY
	BEARING SYSTEM OF THIS BLISHED FROM GPS READ	S PLAN IS BASED ON TRUE NORTH. TRUE NORTH WAS DINGS ON 12/03/20.
		ED WITHIN 100' OF THE LIMIT OF WORK AND ARE VAS WALKED BY ECOTEC INC ON 09/09/2022.
AND DISCI	PUBLISHED ON THIS SUF	CHMARKS (TBM'S), ESTABLISHED FOR THIS PROJECT RVEY, ARE DESTROYED, NOT RECOVERABLE OR A USER SHOULD NOTIFY THIS FIRM IN WRITING PRIOR TO ANY WORK.
owni Publ	ERSHIPS, AND THE LINE LIC OR PRIVATE STREETS	IOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING S OF STREETS AND WAYS SHOWN ARE THOSE OF OR WAYS ALREADY ESTABLISHED, AND NO NEW LINES WNERSHIP OR FOR NEW WAYS ARE SHOWN.
		LEGEND
		Property line Abutting property line
_		

OWNER ADDRESS: OWNER ADDRESS: 1100 EAST MAIN ST MERIDEN, CT 06450 • MAP/LOT: 1007-0335-0001-0002 OWNER NAME: GETTY CT LEASING PROPERTY ADDRESS: 1101 EAST MAIN ST OWNER ADDRESS: 292 MADISON AVE 9TH FLR NEW YORK, NY 10017-6318

MAP/LOT: 1007-0335-0028-028B
 OWNER NAME: MEAN MR MUSTARD LLC 55%
 & F W WEBB CO 45%
 PROPERTY ADDRESS: 30 POMEROY AVE
 <u>OWNER ADDRESS:</u>
 160 MIDDLESEX TURNPIKE
 BEDFORD, MA 01730

 INTERSTATE 91 OFF RAMP MAP/LOT: N/A OWNER NAME: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION PROPERTY ADDRESS: N/A <u>OWNER ADDRESS:</u> 2800 BERLIN TURNPIKE NEWINGTON, CT 06111

METES AND BOUNDS BASED ON HIGHWAY PLAN 2867 BY HOWARD S IVES DATED JANUARY 25, 1966 A METES AND BOUNDS SURVEY WAS NOT CONDUCTED BY ADVANCED ENGINEERING GROUP, PC.

2. SETBACKS ARE TAKEN FROM THE CENTER OF PROPOSED TOWER TO PROPERTY LINES.

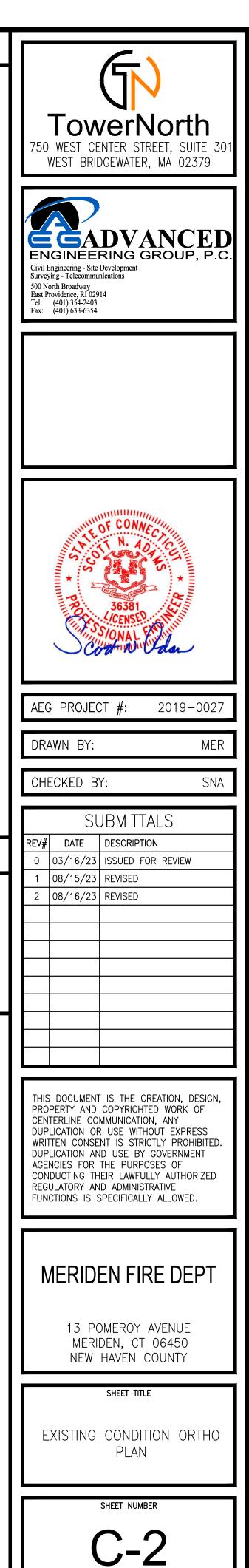
<b>TowerNorth</b> 750 WEST CENTER STREET, SUITE 301 WEST BRIDGEWATER, MA 02379			
Civil Engineering - Site Development Surveying - Telecommunications 500 North Broadway East Providence, RI 02914 Tel: (401) 354-2403 Fax: (401) 633-6354			
* OF CONNECTION * OF C			
AEG PROJECT #: 2019-0027			
DRAWN BY: MER			
CHECKED BY: SNA			
SUBMITTALS         REV#       DATE       DESCRIPTION         0       03/16/23       ISSUED FOR REVIEW         1       08/15/23       REVISED         2       08/16/23       REVISED			
THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF CENTERLINE COMMUNICATION, ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSES OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.			
<b>MERIDEN FIRE DEPT</b> 13 POMEROY AVENUE MERIDEN, CT 06450 NEW HAVEN COUNTY			
sheet title EXISTING CONDITION & 300' RADIUS PLOT PLAN			
SHEET NUMBER			

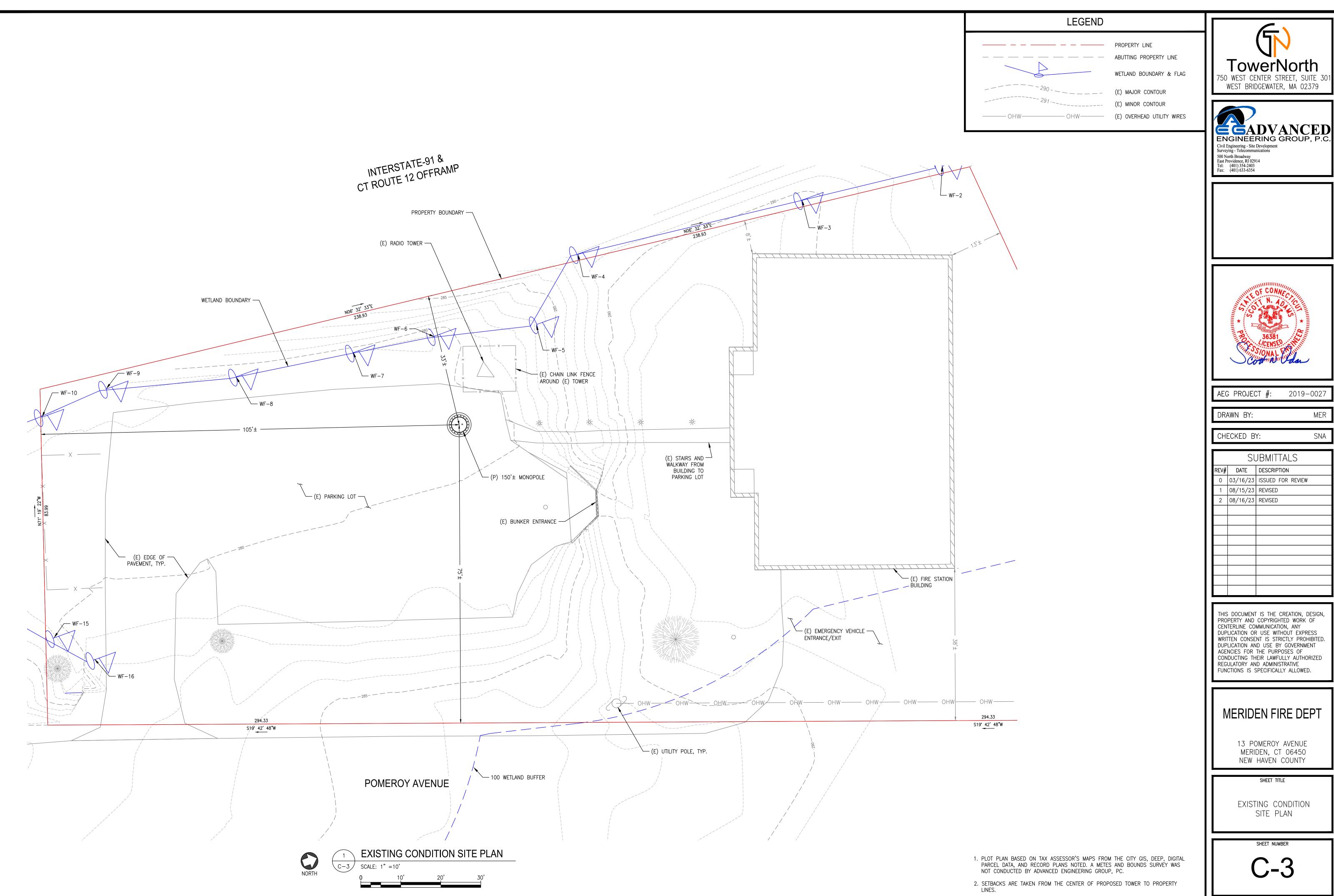


		SURVEY NOTE	ES			
1.	FIELD SURVEY DATE:	08/29/2022				( <sup>c</sup>
2.	VERTICAL DATUM:	NORTH AMERICAN VERTIC	AL DATUM OF 1988 (NAVD88)		<b>-</b>	
3.	HORIZONTAL DATUM:	NORTH AMERICAN DATUM	OF 1983 (NAD83)		TON West Ce	
4.	CENTER OF (P) TOWER	LAT: 41.525594° LONG:	72.767803 <b>°</b>		WEST BRI	
5.	PROPERTY OWNER:		STATION			Ļ
6.	SITE ADDRESS:	13 POMEROY AVENUE			GA	D
7.	APPLICANT:	TOWER NORTH DEVELOPM 750 WEST CENTER STRE	ET, SUITE 301	Civil Surve 500 N East I	Engineering - Site ying - Telecommu forth Broadway Providence, RI 029	Develo nicatior
8.	JURISDICTION:	CITY OF MERIDEN		Fax:	(401) 633-6354	
9.	TAX ID:	1007-0322-0001-0000				
10.	DEED REFERENCE:	BOOK 480 PAGE 621				
11.	PLAN REFERENCES:	HIGHWAY PLAN 2867 DA	FED JAN 1966			
12.	ZONING JURISDICTION:	COMMERCIAL HIGHWAY (C	2–3)			
13.	TOTAL LAND AREA 0.66	001 ACRES				
INVE ALL FOL EXC	ESTIGATIONS AND EXISTING UNDERGROUND UTILITIES LOWING FOR ALL PRE-CO AVATION ACTIVITY:	PLANS OF RECORD. THE IN THE FIELD PRIOR TO INSTRUCTION NOTIFICATION	CONTRACTOR SHALL LOCATE ANY SITE WORK. CALL THE 72–HOURS PRIOR TO ANY			
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SUR	VEY, AND IS SUBJECT TO	CHANGE AS AN ACCURAT	E FIELD SURVEY MAY		* 57	20
CON ANY ANY	ISTRUCTION OF A TELECO ONE OTHER THAN VERTE>	MMUNICATION FACILITY. US ( TOWER ASSETS, LLC AN	E OF THIS SURVEY BY ID USE OF THIS SURVEY FOR		PROCESS	30 
	MERIDEN, CT 06451 SITE ADDRESS: 13 POMEROY AVENUE MERIDEN, CT 06451 TOWER NORTH DEVELOPMENT APPLICANT: 750 WEST CENTER STREET, SUITE 301 WEST BRIDGEWATER, MA 02379 JURISDICTION: CITY OF MERIDEN TAX ID: 1007-0322-0001-0000 DEED REFERENCE: BOOK 480 PAGE 621 PLAN REFERENCES: HIGHWAY PLAN 2867 DATED JAN 1966 ZONING JURISDICTION: COMMERCIAL HIGHWAY (C-3) TOTAL LAND AREA 0.66001 ACRES ALL UNDERGROUND UTILITY INFORMATION WAS DETERMINED FROM SURFACE STIGATIONS PLANS OF RECORD. THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITY INFORMATION NOT DETERMINED FROM SURFACE STIGATIONS AND EXISTING PLANS OF RECORD. THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITY INFORMATION NOT DETERMINED FROM SURFACE STIGATIONS SUBJECT TO CHANGE AS AN ACCURATE FIELD BOUNDARY VEY, AND IS SUBJECT TO CHANGE AS AN ACCURATE FIELD SURVEY MAY LOSE. A FULL BOUNDARY SURVEY IS TO SUPPORT THE DESIGN AND STRUCTION OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY FOR PURPOSE OF THIS SURVEY IS TO SUPPORT THE DESIGN AND STRUCTION OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY FOR PURPOSE OF THIS SURVEY IS TO SUPPORT THE DESIGN AND STRUCTON OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY FOR PURPOSE OF THIS SURVEY IS TO SUPPORT THE DESIGN AND STRUCTON OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY FOR PURPOSE OF THIS SURVEY IS TO SUPPORT THE DESIGN AND STRUCTON OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY FOR PURPOSE OF THIS SURVEY IS TO SUPPORT THE DESIGN AND STRUCTON OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY FOR PURPOSE OF THIS SURVEY IS TO SUPPORT THE DESIGN AND STRUCTON OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY FOR PURPOSE OF THEN SURVEY IS TO SUPPORT THE DESIGN AND STRUCTON OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY FOR PURPOSE OF THEN SURVEY IS TO SUPPORT THE DESIGN AND STRUCTON OF A TELECOMMUNICATION FACILITY. USE OF THIS SURVEY FOR PURPOSE OF THEN SURVEY IS TO SUPPORT THE DESIGN AND STRUCTON OF A RELAFIED TO THE DESIGN OF THE INTENDED FACILITY IS STRICTLY					
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		I EGEND				
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			WETLAND BOUNDARY & FLAG			
				PRC CEN	S DOCUMENT PERTY AND ITERLINE CO	COP' MMUN

METES AND BOUNDS BASED ON HIGHWAY PLAN 2867 BY HOWARD S IVES DATED JANUARY 25, 1966 A METES AND BOUNDS SURVEY WAS NOT CONDUCTED BY ADVANCED ENGINEERING GROUP, PC.

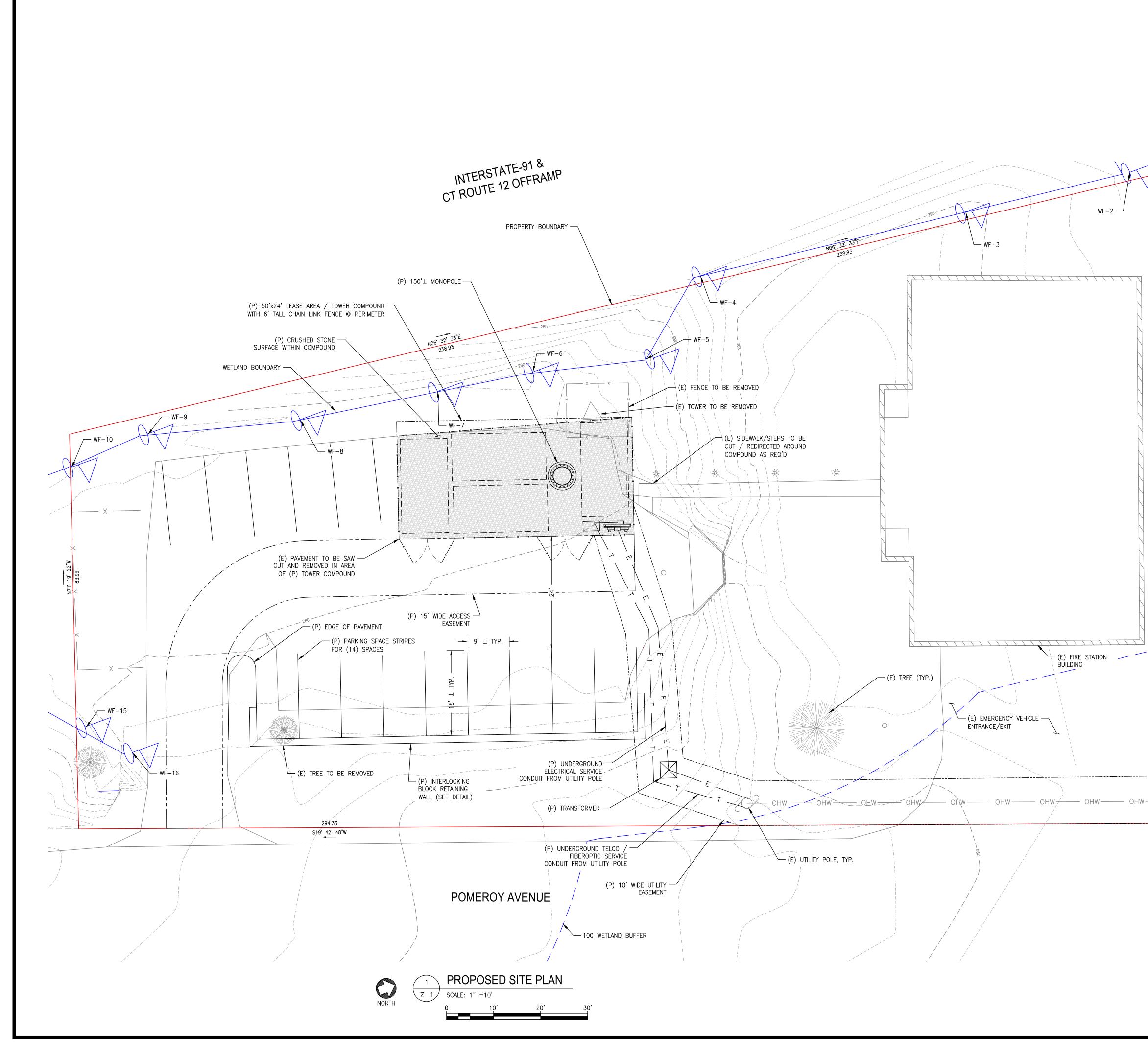
2. SETBACKS ARE TAKEN FROM THE CENTER OF PROPOSED TOWER TO PROPERTY LINES.



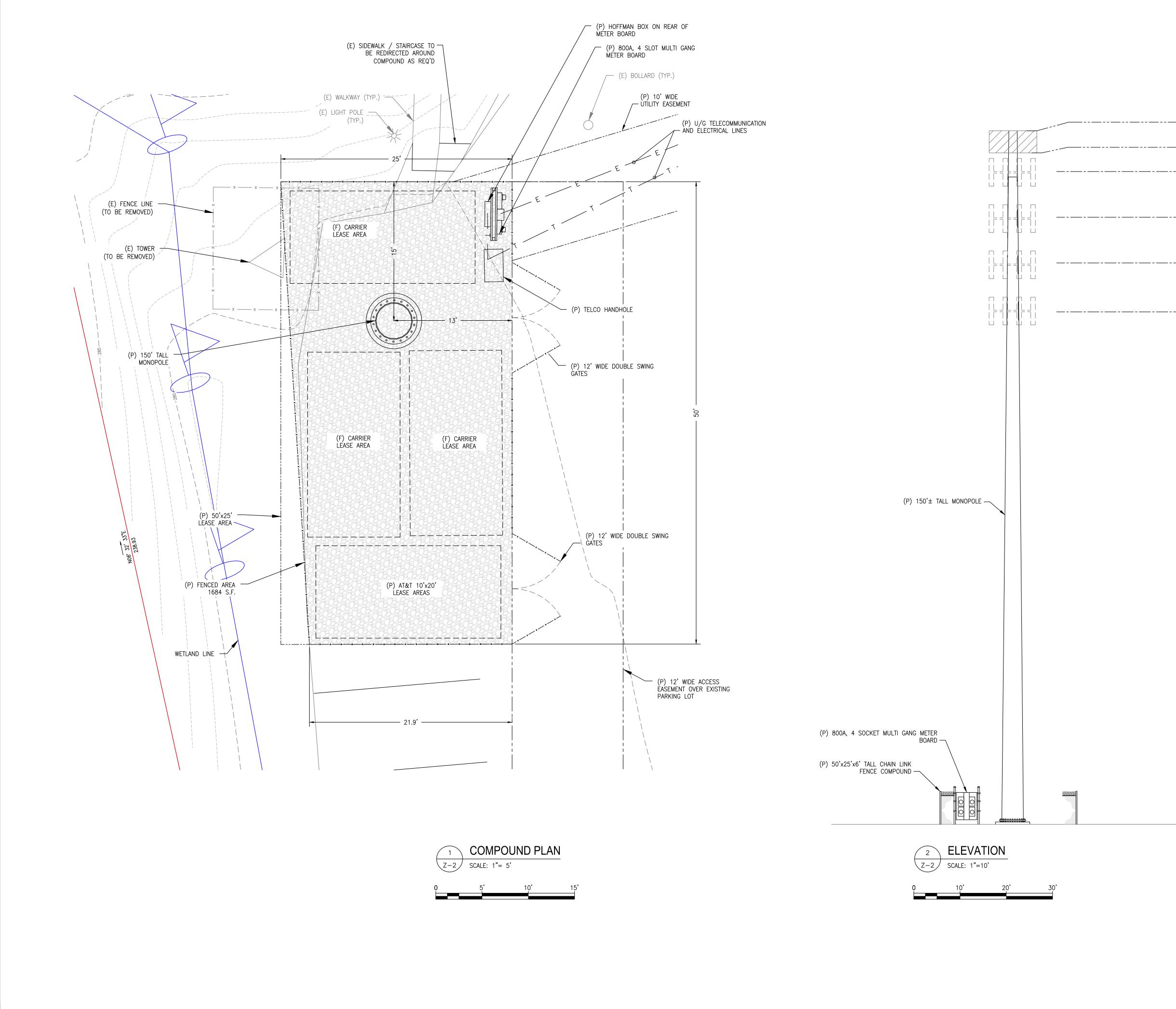


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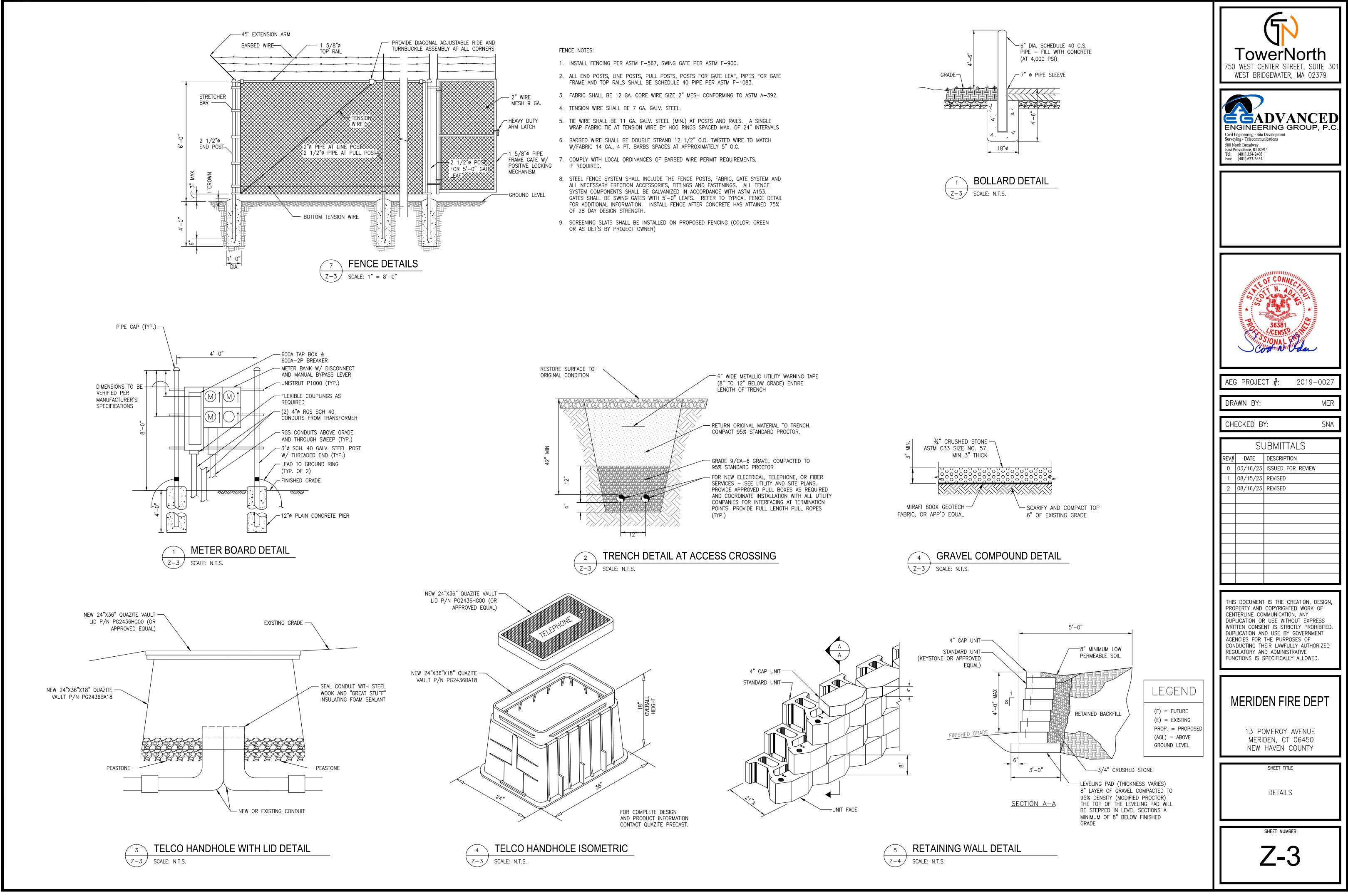
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NOT CONDUCTED BY ADVANCED EN	SINEERING GROUP, PC.



		E		IOTES	
	1.	OWNER'S EQUIPMENT ARE NOT INTENDED F	ARE SHOWN IN ILLUSTRA	, AND POSITIONS OF ALL PROJECT ATIVE FASHION. THESE DRAWINGS JAL HARDWARE DETAILS AND FINAL IS SHOWN.	TowerNorth
	2.	EQUIPMENT INSTALLAT PERIODIC ROUTINE M WATER OR SANITARY	TON. IT IS ONLY ACCESS AINTENANCE AND THEREF	UNMANNED PRIVATE AND SECURED ED BY TRAINED TECHNICIANS FOR ORE DOES NOT REQUIRE ANY CILITY IS NOT GOVERNED BY ADA REQUIREMENTS.	750 WEST CENTER STREET, SUITE 301 WEST BRIDGEWATER, MA 02379
>	3.	VANDAL RESISTANT S AND OTHER INTEGRAT FOR EMERGENCY STA RACK CONTAINING 12 LEAD-ACID RECHARGE TO MEET ENVIRONMEN INTERNATIONAL AIR TH SYSTEM IS COMPUTED MONITORED AT PROJE	TEEL CABINET CONTAININ TED ELECTRONIC CONTRO NDBY POWER IS CONTAIN VOLT, CLOSED-CELL DE EABLE STANDBY INDUSTRI NTAL QUALITY AND RUGG RANSPORT ASSOCIATION ( R-CONTROLLED AND THE	STATION (BTS) CABINET IS A G RECTIFIERS, AMPLIFIERS, RADIOS, L EQUIPMENT. BATTERY BACKUP NED WITHIN A SEPARATE BATTERY C BATTERIES. THE BATTERIES ARE IAL POWER CELLS MANUFACTURED EDNESS STANDARDS OF THE (IATA). THE BATTERY CHARGING EQUIPMENT CABINET IS REMOTELY OPERATIONS CONTROL CENTER ILTS AND ALARMS.	Civil Engineering - Site Development Surveying - Telecommunications 500 North Broadway East Providence, RI 02914 Tel: (401) 354-2403 Fax: (401) 633-6354
	4.	THE DESIGN OF THE REINFORCEMENT OF I SUPPORT THE BTS E STANDARDS FOR STR STATE BUILDING CODI STRUCTURAL CALCULA ENGINEER AND SUBM AND APPROVAL BY T	ANTENNA MOUNTING HAF EXISTING BUILDING ROOF, QUIPMENT CABINETS WILL UCTURAL STEEL ANTENNA E REQUIREMENTS. DETAI ATIONS WILL BE PREPARE ITTED WITH A BUILDING F HE LOCAL BUILDING COD	RDWARE AND STRUCTURAL /FLOOR (IF NECESSARY) TO _ MEET THE ANSI/EIA/TIA-222-G A SUPPORTING STRUCTURES AND ILED CONSTRUCTION DRAWINGS AND ED BY A REGISTERED PROFESSIONAL PERMIT APPLICATION FOR REVIEW E ENFORCEMENT OFFICIAL.	
	5.	MAINTENANCE BY PRO MONTHLY BASIS. TH	DJECT OWNER'S TECHNIC EREFORE, THE ESTIMATED	ONAL, NORMAL AND ROUTINE IANS WILL BE PERFORMED ON A O VEHICLE TRIP GENERATION RATE TRIP GENERATION RATE (ADT) IS	
	6.	MEET NATIONWIDE ST PROJECT OWNER'S IM ANTENNAS GENERALL' CLOSE PROXIMITY TO REASONABLE MODIFIC	ANDARDS FOR WIRELESS IPLEMENTATION REQUIRES Y DEPICTED ON THIS PLA		* 01 N. 40 CC
	7.	APPLICANT:	TOWER NORTH DEVEL 750 WEST CENTER S WEST BRIDGEWATER,	TREET, SUITE 301	Contractor
	8.	OWNER:	CITY OF MERIDEN F 13 POMPEROY AVEN MERIDEN, CT 06451	IUE	AEG PROJECT #: 2019-0027
	9.	ZONING DISTRICT:	COMMERCIAL HIGHW	AY (C-3)	DRAWN BY: MER
	10.	JURISDICTION:	CITY OF MERIDEN		
		TAX ID:	1007-0322-0001-	0000 UNLESS OTHERWISE NOTED.	CHECKED BY: SNA
		ASSESSORS MAPS AN ALL SETBACKS SHOW	ID OTHER AVAILABLE INFO	ENNAS TO THE EDGE OF THE ROOF	REV#         DATE         DESCRIPTION           0         03/16/23         ISSUED FOR REVIEW           1         08/15/23         REVISED           2         08/16/23         REVISED
ſ	_			PROPERTY LINE	
	-			ABUTTING PROPERTY LINE	
				WETLAND BOUNDARY & FLAG	
			290	(E) MAJOR CONTOUR	
			291	(E) MINOR CONTOUR	
			291]	(P) CONTOUR	THIS DOCUMENT IS THE CREATION, DESIGN,
	-			(P) EASEMENT	PROPERTY AND COPYRIGHTED WORK OF CENTERLINE COMMUNICATION, ANY
	-	T 1	E E T T	<ul><li>(P) ELECTRICAL SERVICE CONDUIT</li><li>(P) TELCO/FIBER SERVICE CONDUIT</li></ul>	DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT
	-	OHW	OHW	(E) OVERHEAD UTILITY WIRES	AGENCIES FOR THE PURPOSES OF CONDUCTING THEIR LAWFULLY AUTHORIZED
L					REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.
_					
-					MERIDEN FIRE DEPT
					13 POMEROY AVENUE MERIDEN, CT 06450 NEW HAVEN COUNTY
					SHEET TITLE
					PROPOSED SITE PLAN
					SHEET NUMBER
	F N 2. S	PARCEL DATA, AND RECC NOT CONDUCTED BY ADV SETBACKS ARE TAKEN FF	ORD PLANS NOTED. A METE ANCED ENGINEERING GROU	OM THE CITY GIS, DEEP, DIGITAL ES AND BOUNDS SURVEY WAS JP, PC. POSED TOWER TO PROPERTY	Z-1
	L	INES.			



	<b>TowerNorth</b> 750 WEST CENTER STREET, SUITE 301 WEST BRIDGEWATER, MA 02379
TOP OF (P) MONOPOLE ELEV. = 150' A.G.L. AREA RESERVED FOR TOWN ELEV.= 145' A.G.L. PROPOSED AT&T 141' ANTENNA RAD 140' AT&T ANTENNA MOUNT ELEV. = 140' A.G.L.	<b>EXAMPLE 1</b> Site Development Surveying - Telecommunications 500 North Broadway East Providence, RI 02914 Tel: (401) 354-2403 Fax: (401) 633-6354
€ OF (F) CARRIERS ANTENNA MOUNT ELEV. = 130' A.G.L.	
€ OF (F) CARRIERS ANTENNA MOUNT ELEV. = 120' A.G.L.	
€ OF (F) CARRIERS ANTENNA MOUNT ELEV. = 110' A.G.L.	AEG PROJECT #: 2019-0027
	DRAWN BY: MER CHECKED BY: SNA
	SUBMITTALS         REV#       DATE       DESCRIPTION         0       03/16/23       ISSUED FOR REVIEW         1       08/15/23       REVISED         2       08/16/23       REVISED         2       08/16/23       REVISED         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         4       4       4         5       5       5         6       4       4         4       4       4         4<
(E) GRADE ELEV. = 0' A.G.L / 280'± A.M.S.L.	NERIDEN FIRE DEPT 13 POMEROY AVENUE MERIDEN, CT 06450 NEW HAVEN COUNTY SHEET TITLE COMPOUND PLAN & ELEVATION
	SHEET NUMBER



	PROJECT INFORMATION						
SCOPE OF	SCOPE OF WORK: TELECOMMUNICATIONS FACILITY (NSB A PROPOSED 150'-0" A.G.L. TALL MONOPOLE. PROPOSED WALK-IN CABINET, AND GENERATOR WILL BE INSTALLED AT GRADE INSIDE A EXISTING FENCED-IN COMPOUND. PROPOSED NINE PANEL ANTENNAS AND ASSOCIATED EQUIPMENT WILL BE INSTALLED AT A HEIGHT OF 141'-0" A.G.L.):						
SITE ADDRES	S: 13 POMEROY AVENUE MERIDEN, CT 06450						
APPLICANT:	AT&T 550 COCHITUATE ROAD FRAMINGHAM, MA 01701						
SITE OWNER	CITY OF MERIDEN 13 POMEROY AVE MERIDEN, CT 06450						
TOWER OWN	ER: TOWERNORTH 222 ROSEWOOD DRIVE DANVERS, MA 01923						
LATITUDE:	41.525544 N, 41° 31' 31.96" N						
LONGITUDE:	72.767767 W, 72 46 03.86 W						
TYPE OF SI	E: MONOPOLE/ WALK-IN CABINET						
TOWER HEIG	HT: 150'-0"±						
RAD CENTER	: 141'-0"±						
	DRAWING INDEX						
SHEET NO.	DESCRIPTION	REV.	DIRE HEAD				
T—1	TITLE SHEET	1	CONI ONTC				
GN-1	GENERAL NOTES	1	TAKE LEFT CON				
SN-1	SPECIAL INSPECTION NOTES	1	S TO CON				
A-1	COMPOUND & EQUIPMENT PLANS	1	7				



	DRAWING INDEX			VICINITY MAP		GENERAL NOTES
<b>SHEET NO.</b> T-1	DESCRIPTION TITLE SHEET	<b>REV.</b>	CONN. CONTINUE ONTO BURR ST. T ONTO I-90 W VIA THE RAMP TO SF	ARD LEGGATT MCCALL CONN. TURN LEFT ONTO LEG URN LEFT ONTO COCHITUATE RD. USE THE RIGHT L RINGFIELD. MERGE ONTO I-90 W. USE THE RIGHT ARTFORD CONNECTICUT/N.Y.CITY. CONTINUE ONTO I-	ANE TO MERGE 2 LANES TO	<ol> <li>THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF AT&amp;T. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSES OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.</li> </ol>
GN-1	GENERAL NOTES	1	LEFT 2 LANES TO TAKE EXIT 57 FO CONTINUE ONTO CT-15 S. CONTINU	R CT-15 S TOWARD I-91 S/CHARTER OAK BRIDGE E ONTO CT-15 S/US-5 S. TAKE EXIT 86 TO MERC KE EXIT 17 FOR E. MAIN ST. TURN LEFT ONTO E N	E/N.Y.CITY. GE ONTO I-91	<ol> <li>THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY</li> </ol>
SN-1		1		MAIN ST. DESTINATION WILL BE ON THE RIGHT		REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.
A-1	COMPOUND & EQUIPMENT PLANS	1				<ol> <li>CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE AT&amp;T MOBILITY REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.</li> </ol>
A-2	ANTENNA LAYOUT & ELEVATIONS	1			- Wall	4. CONSTRUCTION DRAWINGS ARE VALID FOR SIX MONTHS AFTER ENGINEER OF RECORD'S STAMPED AND
A-3	DETAILS	1		Reas of the second second	712	SIGNED SUBMITTAL DATE LISTED HEREIN.
A-4	DETAILS	1			and the	
E-1	ELECTRICAL NOTES & ONE-LINE DIAGRAM	1			A ST	
G-1	GROUNDING DETAILS	1			TE ZA	72 HOURS
G-2	GROUNDING PLAN	1	N		D. En S	72 HOURS
RF-1	RF PLUMBING DIAGRAM	1				CALL (T
				A Ton I - L		BEFORE YOU DIG
				And the fill the same	AND STATE	
					Jacob Contractor	call toll free 1-800-922-4455
				SITE		or call 811
			- A ac			UNDERGROUND SERVICE ALERT
Τ			NUMBER: CT1445 AME: MERIDEN CT	🨂 at&t	1 05/11/23 ISSUED	
	PORCO. LIC. D DRIVE, NORTH ANDOVER, MA 01845 TEL: (978) 557-5553 750 WEST CENTER STREET., SUITE #301 WEST BRIDGEWATER, MA 02379	ME	POMEROY AVENUE RIDEN, CT 06450 W HAVEN COUNTY	550 COCHITUATE ROAD FRAMINGHAM, MA 01701	0 04/18/23 ISSUED NO. DATE SCALE: AS SHOWN	D FOR REVIEW         MJ         JC         DPH         (NSB)           REVISIONS         BY         CHK         APP'D         SITE NUMBER         DRAWING NUMBER         REV           DESIGNED BY: JC         DRAWN BY: MJ         V         CT1445         T-1         1



## **GROUNDING NOTES**

- 1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AHJ), THE SITE-SPECIFIC (UL, LPI, OR NFPA) LIGHTING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
- 2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GES'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
- 3. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81 STANDARDS) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
- 4. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION. SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
- 5. EACH BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 AWG STRANDED COPPER OR LARGER FOR INDOOR BTS AND #2 AWG STRANDED COPPER FOR OUTDOOR BTS.
- 6. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
- 7. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
- 8. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO GROUND BAR.
- 9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
- 10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
- 11. METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
- 12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE OF 1/2 IN. OR GREATER ELECTRICALLY CONDUCTIVE REINFORCING STEEL MUST HAVE IT BONDED TO THE GROUND RING USING AN EXOTHERMIC WELD CONNECTION USING #2 AWG SOLID BARE TINNED COPPER GROUND WIRE, PER NEC 250.50

## **GENERAL NOTES**

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY: CONTRACTOR - CENTERLINE

SUBCONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION) OWNER - AT&T MOBILITY

- 2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR
- 3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE **REGULATIONS**
- 4. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
- 5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- 6. "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR, ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.
- 7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- 8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
- 9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.
- 10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- 11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- 12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- 13. ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.

- AFTER MIDNIGHT
- EXPOSURE LEVELS.
- 20. APPLICABLE BUILDING CODES:

STANDARDS:

STRUCTURAL CONCRETE:

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

							ABBF	ABBREVIATIONS				
		AGL	ABOVE GRADE LEVEL				EQUAL	EQUAL			REQUIRED	
		AWG	AMERICAN WIRE		GC	GENER	AL CONTF	ACTOR	RF	RADIO FREQUENCY		
		BBU	BATTERY BACKUP	UNIT		GR	C GALVAN	NIZED RIG	ID CONDUIT	TBD	TO BE DETERMINED	
		BTCW	BARE TINNED SOI COPPER WIRE	lD		MG	B MASTER	R GROUNI	) BAR	TBR	TO BE REMOVED	
		BGR	BURIED GROUND	GROUND RING			I MINIMU	MINIMUM			TO BE REMOVED AND REPLACED	
		BTS	BASE TRANSCEIVE	CEIVER STATION			PROPO	PROPOSED		TYP	TYPICAL	
		E	EXISTING			NTS	S NOT TO	NOT TO SCALE		UG	UNDER GROUND	
		EGB	EQUIPMENT GROU	EQUIPMENT GROUND BAR		RAI	יייבי בי היי <b>ב</b>	RADIATION CENTER LINE (ANTENNA)		VIF	VERIFY IN FIELD	
		EGR	EQUIPMENT GROU	ND RI	NG	RE	REFER	ENCE				
											AT&T	
1 05 (11 (23 (55))		ISSUED FOR R				DPH			GENERAL NOTES			
0	, ,	ISSUED FOR R		MJ MJ	JC JC	DPH		(NSB)			(NSB)	
NO.	DATE		REVISIONS			APP'D			SITE NUMBER DRAWING NUMBER			REV
SCA	LE: AS SH	IOWN DI	ESIGNED BY: JC DR/	WN BY:	MJ				CT1445		GN-1	1





WEST BRIDGEWATER, MA 02379

SITE NUMBER: CT1445 SITE NAME: MERIDEN CT

> 13 POMEROY AVENUE MERIDEN, CT 06450 NEW HAVEN COUNTY



14. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL BE AIR-ENTRAINED AND SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACL 318 CODE REQUIREMENTS.

15. ALL STRUCTURAL STEEL WORK SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATIONS. ALL STRUCTURAL STEEL SHALL BE ASTM A36 (Fy = 36 ksi) UNLESS OTHERWISE NOTED. PIPES SHALL BE ASTM A53 TYPE E (Fy = 36 ksi). ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED. TOUCH UP ALL SCRATCHES AND OTHER MARKS IN THE FIELD AFTER STEEL IS ERECTED USING A COMPATIBLE ZINC RICH PAINT.

16. CONSTRUCTION SHALL COMPLY WITH SPECIFICATIONS AND "GENERAL CONSTRUCTION SERVICES FOR CONSTRUCTION OF AT&T SITES."

17. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

18. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR, ALSO, WORK SHOULD BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS

19. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORN TO ALERT OF ANY DANGEROUS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

### BUILDING CODE: IBC 2021 WITH 2022 CT STATE BUILDING CODE AMENDMENTS ELECTRICAL CODE: 2017 NATIONAL ELECTRICAL CODE (NFPA 70-2017)

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING

# AMERICAN CONCRETE INSTITUTE (ACI) 318: BUILDING CODE REQUIREMENTS FOR

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL CONSTRUCTION, ASD, FOURTEENTH EDITION;

### TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H, STRUCTURAL STANDARDS FOR STEEL

### STRUCTURAL NOTES:

- DESIGN REQUIREMENTS ARE PER STATE BUILDING CODE AND APPLICABLE SUPPLEMENTS, INTERNATIONAL BUILDING CODE, EIA/TIA-222-H STRUCTURAL STANDARDS FOR STEEL ANTENNA, TOWERS AND ANTENNA SUPPORTING STRUCTURES
- CONTRACTOR SHALL VERIEV ALL DIMENSIONS AND CONDITIONS IN THE FIELD 2. PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER OF RECORD.
- DESIGN AND CONSTRUCTION OF STRUCTURAL STEEL SHALL CONFORM TO THE .3 AMERICAN INSTITUTE OF STEEL CONSTRUCTION "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
- STRUCTURAL STEEL SHALL CONFORM TO ASTM A992 (Fy=50 ksi). MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A36 UNLESS OTHERWISE INDICATED
- STEEL PIPE SHALL CONFORM TO ASTM A500 "COLD-FORMED WELDED & SEAMLESS CARBON STEEL STRUCTURAL TUBING", GRADE B, OR ASTM A53 PIPE STEEL BLACK AND HOT-DIPPED ZINC-COATED WELDED AND SEAMLESS TYPE E OR S, GRADE B. PIPE SIZES INDICATED ARE NOMINAL. ACTUAL OUTSIDE DIAMETER IS LARGER.
- STRUCTURAL CONNECTION BOLTS SHALL BE HIGH STRENGTH BOLTS (BEARING TYPE) AND CONFORM TO ASTM A325 TYPE-X "HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS, INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS". ALL BOLTS SHALL BE 3/4" DIA UON.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS". UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- FIELD WELDS, DRILL HOLES, SAW CUTS AND ALL DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED WITH AN ORGANIC ZINC REPAIR PAINT COMPLYING WITH REQUIREMENTS OF ASTM A780. GALVANIZING REPAIR PAINT SHALL HAVE 65 PERCENT ZINC BY WEIGHT, ZIRP BY DUNCAN GALVANIZING, GALVA BRIGHT PREMIUM BY CROWN OR EQUAL. THICKNESS OF APPLIED GALVANIZING REPAIR PAINT SHALL BE NOT NOT LESS THAN 4 COATS (ALLOW TIME TO DRY BETWEEN COATS) WITH A RESULTING COATING THICKNESS REQUIRED BY ASTM A123 OR A153 AS APPLICABLE.
- 10. CONTRACTOR SHALL COMPLY WITH AWS CODE FOR PROCEDURES, APPEARANCE AND QUALITY OF WELDS, AND FOR METHODS USED IN CORRECTING WELDING. ALL WELDERS AND WELDING PROCESSES SHALL BE QUALIFIED IN ACCORDANCE WITH AWS "STANDARD QUALIFICATION PROCEDURES". ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND DI.I. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "STEEL CONSTRUCTION MANUAL". 14TH EDITION.
- INCORRECTLY FABRICATED. DAMAGED OR OTHERWISE MISFITTING OR NON-CONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE CONSTRUCTION MANAGER PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE CONSTRUCTION MANAGER APPROVAL.
- 12. UNISTRUT SHALL BE FORMED STEEL CHANNEL STRUT FRAMING AS MANUFACTURED BY UNISTRUT CORP., WAYNE, MI OR EQUAL. STRUT MEMBERS HALL BE 1 5/8"x1 5/8"x12GA, UNLESS OTHERWISE NOTED, AND SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
- 13. EPOXY ANCHOR ASSEMBLY SHALL CONSIST OF STAINLESS STEEL ANCHOR ROD WITH NUTS & WASHERS. AN INTERNALLY THREADED INSERT, A SCREEN TUBE AND A EPOXY ADHESIVE. THE ANCHORING SYSTEM SHALL BE THE HILTI-HIT HY-270 AND OR HY-200 SYSTEMS (AS SPECIFIED IN DWG.) OR ENGINEERS APPROVED EQUAL
- 14. EXPANSION BOLTS SHALL CONFORM TO FEDERAL SPECIFICATION FF-S-325, GROUP II, TYPE 4, CLASS I, HILTI KWIK BOLT III OR APPROVED EQUAL. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 15. LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
- 16. WHERE ROOF PENETRATIONS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT AND COORDINATE RELATED WORK WITH THE BUILDING OWNER AND THE EXISTING ROOF INSTALLER. WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO NOT
- VOID THE EXISTING ROOF WARRANTY. ROOF SHALL BE WATERTIGHT. 17. ALL FIBERGLASS MEMBERS USED ARE AS MANUFACTURED BY STRONGWELL COMPANY OF BRISTOL, VA 24203. ALL DESIGN CRITERIA FOR THESE MEMBERS IS BASED ON INFORMATION PROVIDED IN THE DESIGN MANUAL. ALL REQUIREMENTS PUBLISHED IN SAID MANUAL MUST BE STRICTLY ADHERED TO.
- 18. NO MATERIALS TO BE ORDERED AND NO WORK TO BE COMPLETED UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED IN WRITING.
- 19. SUBCONTRACTOR SHALL FIREPROOF ALL STEEL TO PRE-EXISTING CONDITIONS.

## SPECIAL INSPECTIONS (REFERENCE IBC CHAPTER 17):

GENERAL: WHERE APPLICATION IS MADE FOR CONSTRUCTION, THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE ACTING AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE APPROVED AGENCIES TO PERFORM INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THE INSPECTION CHECKLIST ABOVE.

THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE AND ENGINEERS OF RECORD INVOLVED IN THE DESIGN OF THE PROJECT ARE PERMITTED TO ACT AS THE APPROVED AGENCY AND THEIR PERSONNEL ARE PERMITTED TO ACT AS THE SPECIAL INSPECTOR FOR THE WORK DESIGNED BY THEM. PROVIDED THOSE PERSONNEL MEET THE QUALIFICATION REQUIREMENTS

STATEMENT OF SPECIAL INSPECTIONS: THE APPLICANT SHALL SUBMIT A STATEMENT OF SPECIAL INSPECTIONS PREPARED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE IN ACCORDANCE WITH SECTION 107.1 AS A CONDITION FOR ISSUANCE. THIS STATEMENT SHALL BE IN ACCORDANCE WITH SECTION 1705.

REPORT REQUIREMENT: SPECIAL INSPECTORS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THAT WORK INSPECTED WAS OR WAS NOT COMPLETED IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF THEY ARE NOT CORRECTED, THE DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE, A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS SHALL BE SUBMITTED.

## NOTES:

- ALL CONNECTIONS TO BE SHOP WELDED & FIELD BOLTED USING 3/4"Ø A325-X BOLTS, UNLESS OTHERWISE NOTIFIED.
- SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED BEFORE ORDERING MATERIAL
- SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED PRIOR TO STEEL FABRICATION VERIFICATION OF EXISTING ROOF CONSTRUCTION IS REQUIRED PRIOR TO
- THE INSTALLATION OF THE ROOF PLATFORM. ENGINEER OF RECORD IS TO APPROVE EXISTING CONDITIONS IN ORDER TO MOVE FORWARD.
- CENTERLINE OF PROPOSED STEEL PLATFORM SUPPORT COLUMNS TO BE CENTRALLY LOCATED OVER THE EXISTING BUILDING COLUMNS.
- EXISTING BRICK MASONRY COLUMNS/BEARING TO BE REPAIRED/REPLACED AT ALL PROPOSED PLATFORM SUPPORT POINTS.
- ENGINEER OF RECORD TO REVIEW AND APPROVE.

## NOTES:

- REQUIRED FOR ANY <u>NEW</u> SHOP FABRICATED FRP OR STEEL. PROVIDED BY MANUFACTURER,
- 2. REQUIRED IF HIGH STRENGTH BOLTS OR STEEL.
- PROVIDED BY GENERAL CONTRACTOR; PROOF OF MATERIALS.
- HIGH WIND ZONE INSPECTION CATB 120MPH OR CAT C,D 110MPH INSPECT FRAMING OF WALLS. ANCHORING, FASTENING SCHEDULE.
- ADHESIVE FOR REBAR AND ANCHORS SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ACI 355.4 AND ICC-ES AC308 FOR CRACKED CONCRET AND SEISMIC APPLICATIONS. DESIGN ADHESIVE BOND STRENGTH HAS BEEN BASED ON ACI 355.4 TEMPERATURE CATEGORY B WITH INSTALLATIONS INTO DRY HOLES DRILLED USING A CARBIDE BIT INTO CRACKED CONCRETE THAT HAS CURED FOR AT LEAST 21 DAYS. ADHESIVE ANCHORS REQUIRING CERTIFIED INSTALLATIONS SHALL BE INSTALLED BY A CERTIFIED ADHESIVE ANCHOR INSTALLER PER ACI 318-11 D.9.2.2. INSTALLATIONS REQUIRING CERTIFIED INSTALLERS SHALL BE INSPECTED PER ACI 318-11 D.8.2.4.
- AS REQUIRED; FOR ANY FIELD CHANGES TO THE ITEMS IN THIS TABLE.





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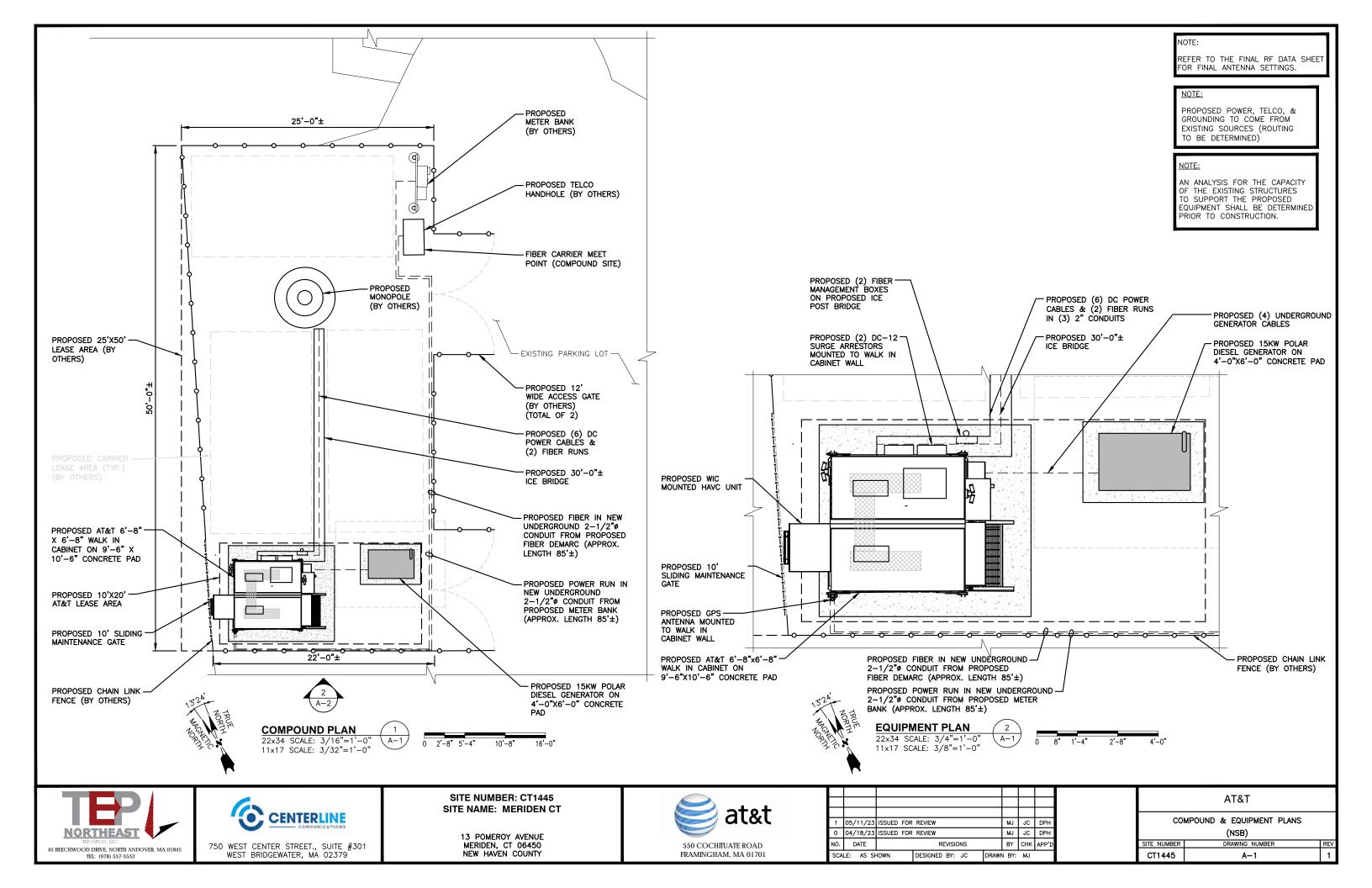
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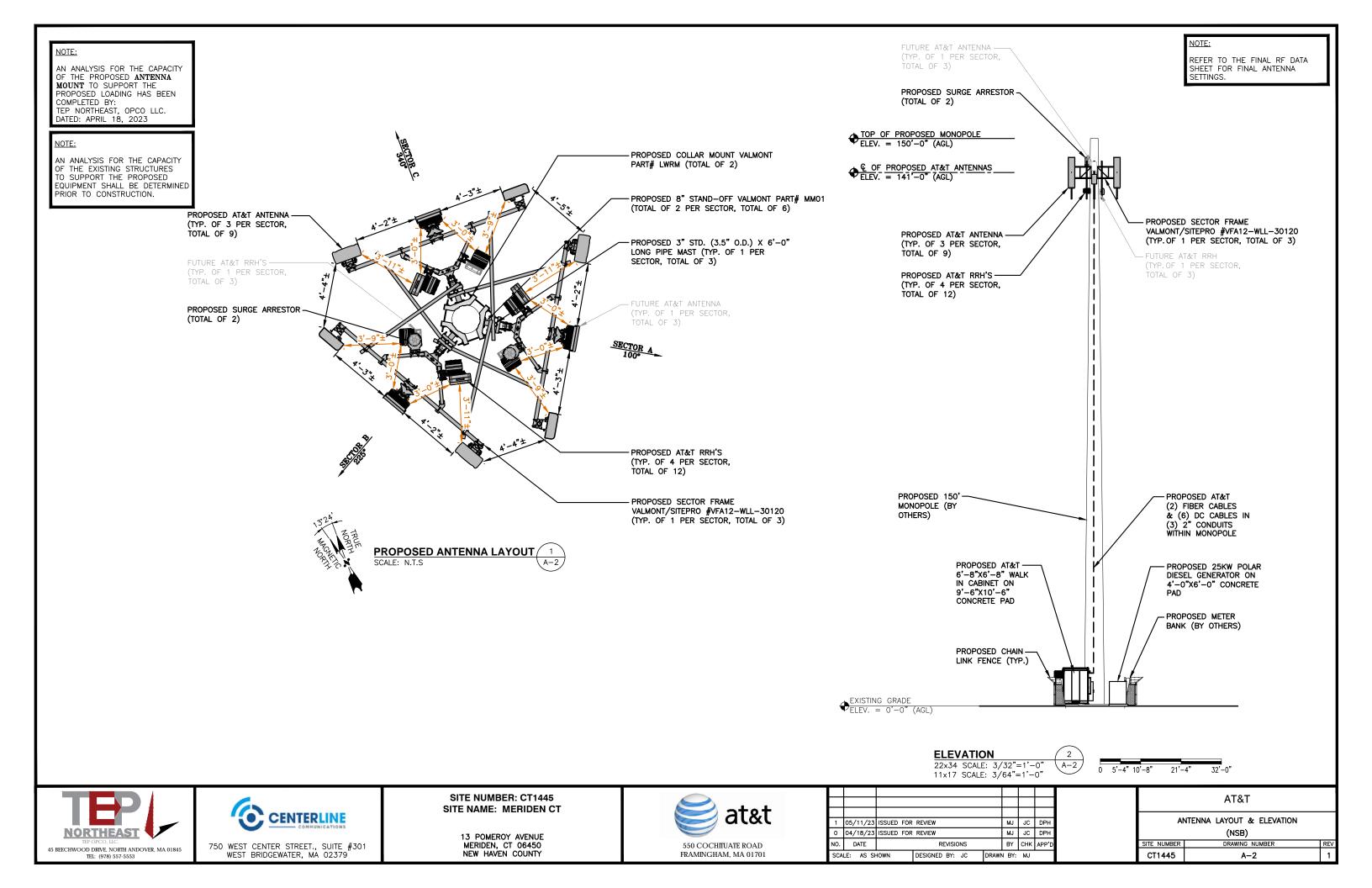
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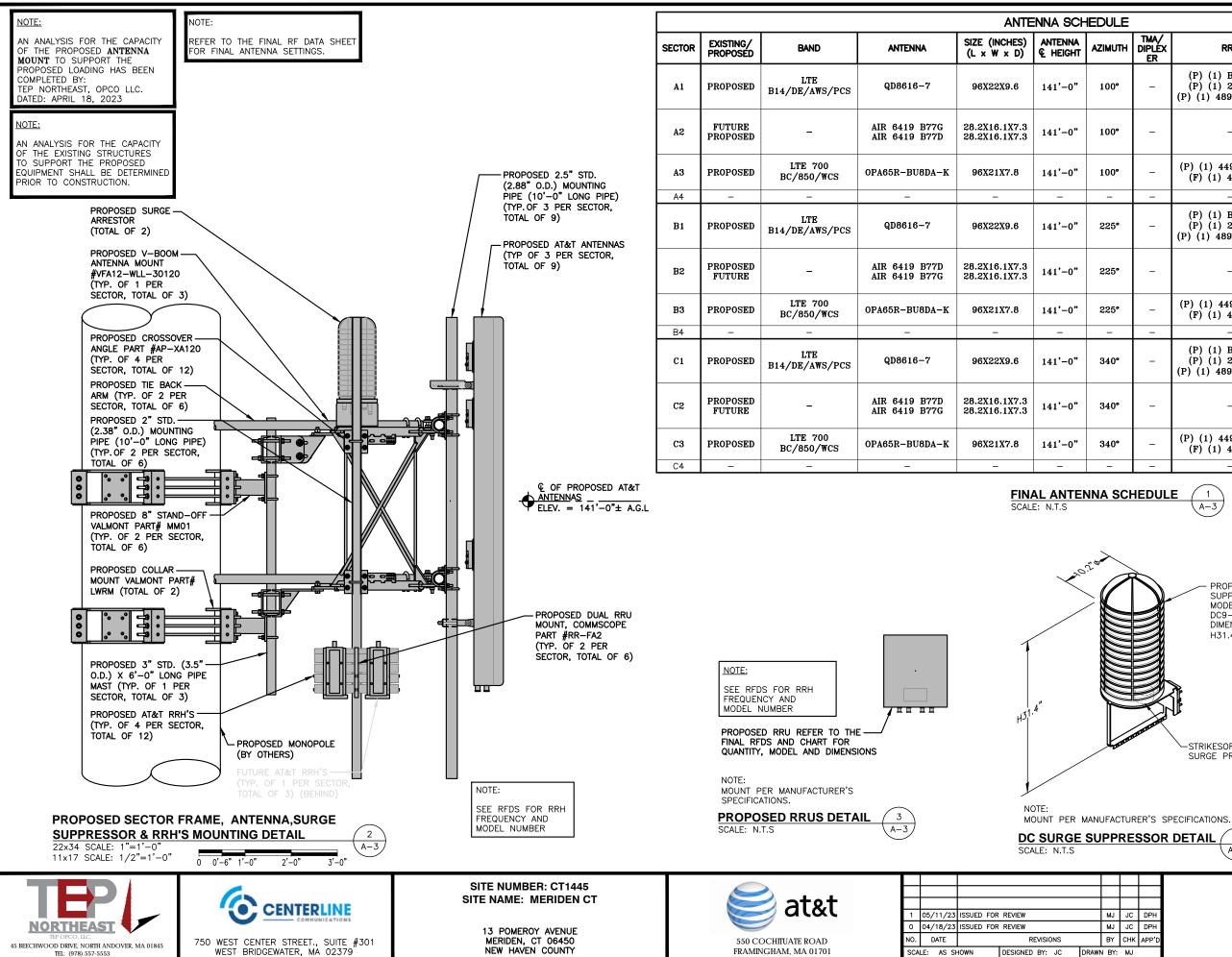


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SPECIAL INSPE	CTION CHECKLIST							
BEFORE C	ONSTRUCTION							
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM							
REQUIRED	ENGINEER OF RECORD APPROVED SHOP DRAWINGS <sup>1</sup>							
REQUIRED	MATERIAL SPECIFICATIONS REPORT <sup>2</sup>							
N/A	FABRICATOR NDE INSPECTION							
REQUIRED	PACKING SLIPS <sup>3</sup>							
ADDITIONAL TESTING AND INSP	ECTIONS:							
DURING C	ONSTRUCTION							
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM							
REQUIRED	STEEL INSPECTIONS							
N/A	HIGH STRENGTH BOLT INSPECTIONS							
N/A	HIGH WIND ZONE INSPECTIONS <sup>4</sup>							
N/A	FOUNDATION INSPECTIONS							
N/A	CONCRETE COMP. STRENGTH, SLUMP TESTS AND PLACEMENT							
N/A	POST INSTALLED ANCHOR VERIFICATION <sup>5</sup>							
N/A	GROUT VERIFICATION							
N/A	CERTIFIED WELD INSPECTION							
N/A	EARTHWORK: LIFT AND DENSITY							
N/A	ON SITE COLD GALVANIZING VERIFICATION							
N/A	GUY WIRE TENSION REPORT							
ADDITIONAL TESTING AND INSP	ECTIONS:							
AFTER CO	DNSTRUCTION							
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM							
REQUIRED	MODIFICATION INSPECTOR REDLINE OR RECORD DRAWINGS <sup>6</sup>							
N/A	POST INSTALLED ANCHOR PULL-OUT TESTING							
REQUIRED	PHOTOGRAPHS							
ADDITIONAL TESTING AND INSP	ECTIONS:							





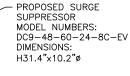


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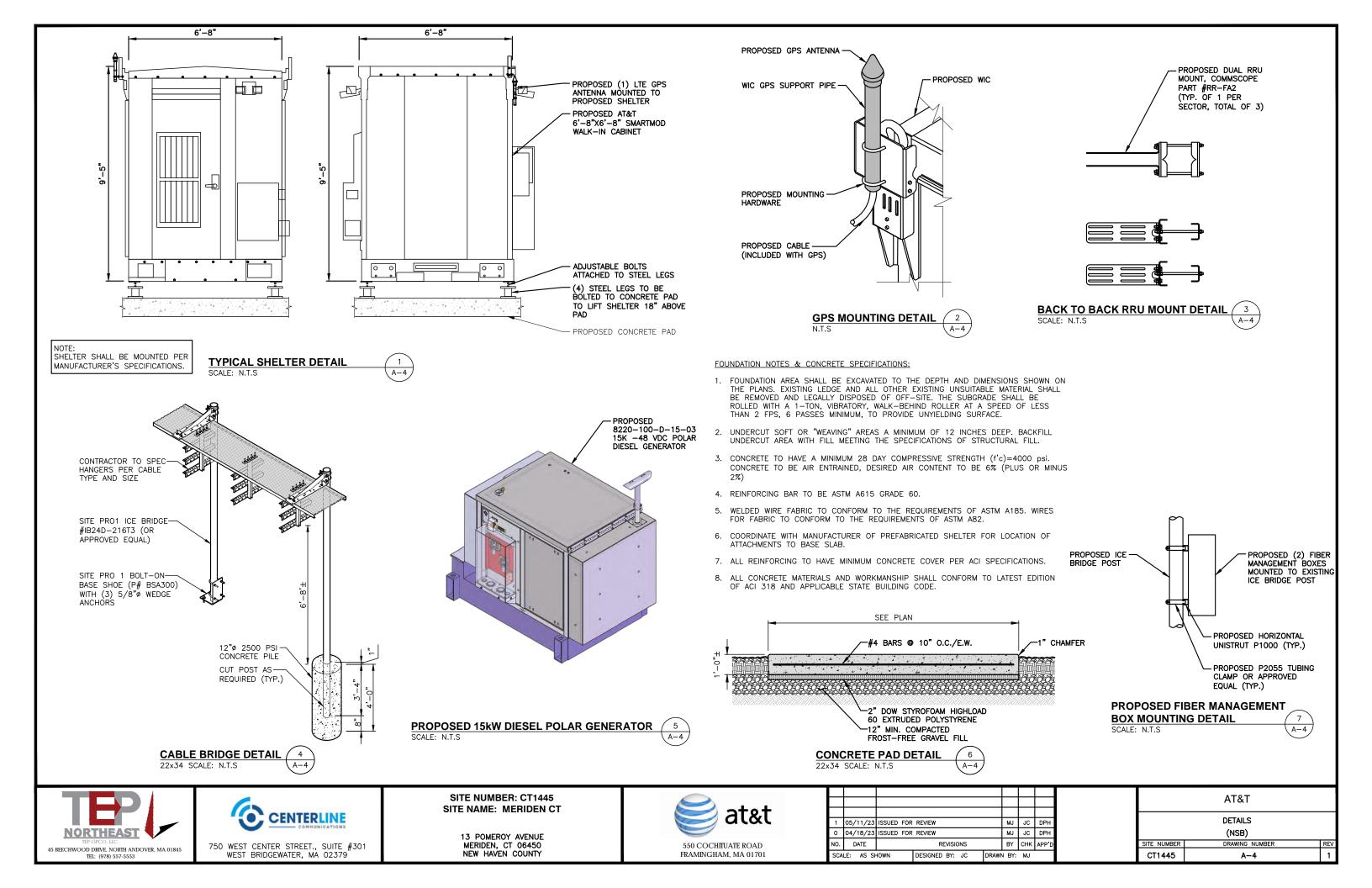
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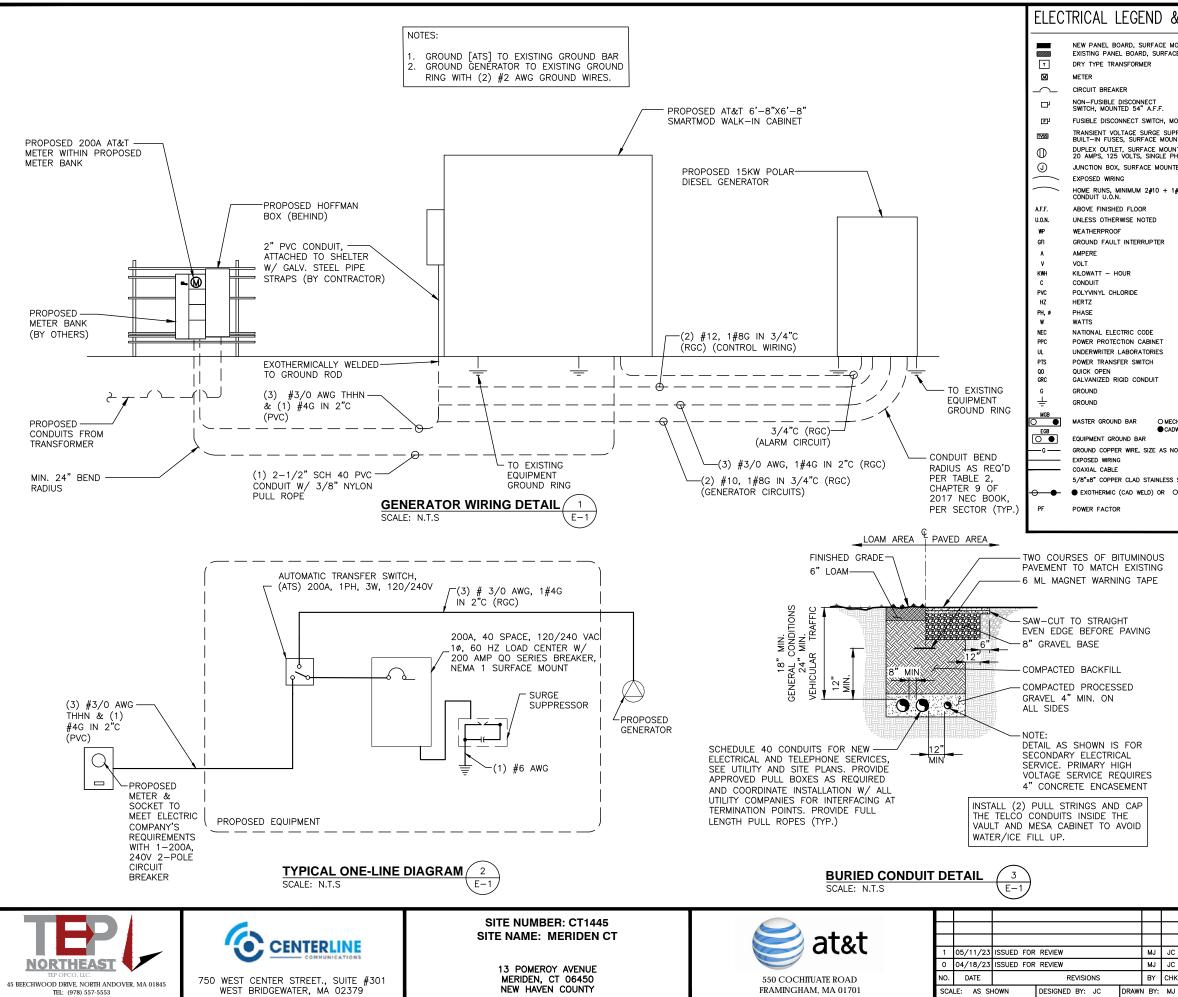
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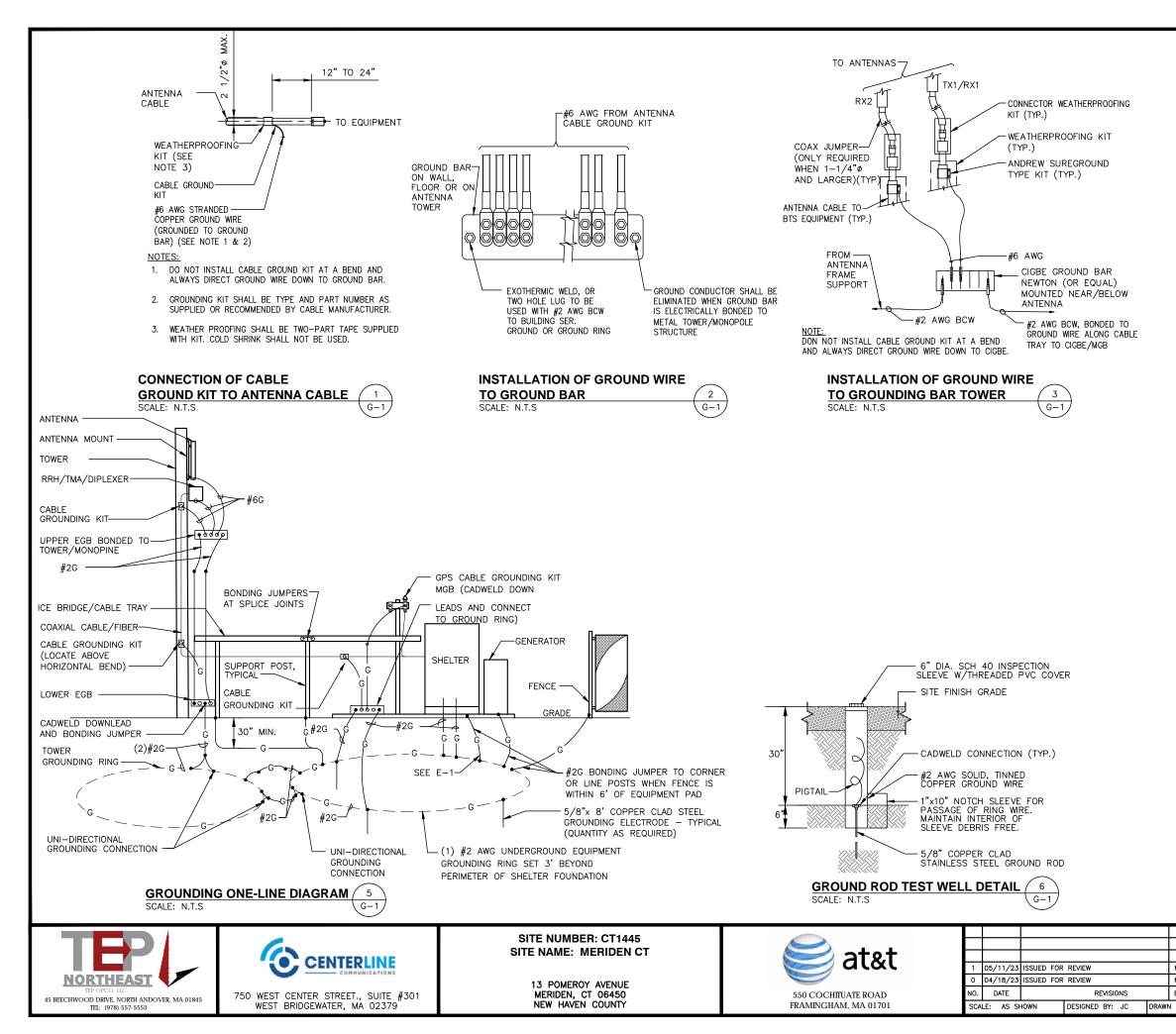
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IMUTH         TMA/ ER         RRU         SIZE ( INCHES) (L x W x D)         FEEDER         RAYC           100°         -         (P) (1) B14 4478 (P) (1) 2012 B29 (P) (1) 4890 B25/B66         18.1X13.4X8.3 16.5X13.4X4.9 17.5X15.2X6.9         FEEDER         RAYC           100°         -	
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(P)         (1)         4490         B5/B12         17.5X15.1X6.8         E         A           225°         -         (F)         (1)         4415         B30         15.0X13.2X5.0         E <td< td=""><td></td></td<>	
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B40°         -         (P) (1) 4490 B5/B12 (F) (1) 4415 B30         17.5X15.1X6.8 15.0X13.2X5.0	





ND & ABBREVIATIONS	ELECTRICAL AND GROUNDING NOTES
RFACE MOUNTED , SURFACE MOUNTED :R	<ol> <li>ALL ELECTRICAL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AS WELL AS APPLICABLE STATE AND LOCAL CODES.</li> </ol>
ECT A.F.F. WITCH, MOUNTED 54"A.F.F. INGE SUPPRESSOR WITH AGE MOUNTED AGE MOUNTED, SINGLE PHASE E MOUNTED 18" A.F.F.	<ol> <li>ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED AND PROCURED PER SPECIFICATION REQUIREMENTS.</li> <li>THE ELECTRICAL WORK INCLUDES ALL LABOR AND MATERIAL DESCRIBED BY DRAWINGS AND SPECIFICATION INCLUDING INCIDENTAL WORK TO PROVIDE COMPLETE OPERATING AND APPROVED ELECTRICAL SYSTEM.</li> <li>GENERAL CONTRACTOR SHALL PAY FEES FOR</li> </ol>
2#10 + 1#8G IN 3/4"	PERMITS, AND IS RESPONSIBLE FOR OBTAINING SAID PERMITS AND COORDINATION OF INSPECTIONS. 5. ELECTRICAL AND TELCO WIRING OUTSIDE A BUILDING AND EXPOSED TO WEATHER SHALL BE IN WATER TIGHT GALVANIZED RIGID STEEL CONDUITS
TED	AND WHER REQUIRED AND STEEL CONDUTS OR SCHEDULE 80 PVC (AS PERMITTED BY CODE) AND WHERE REQUIRED IN LIQUID TIGHT FLEXIBLE METAL OR NONMETALLIC CONDUTS. 6. BURIED CONDUT SHALL BE SCHEDULE 40 PVC.
	<ol> <li>ELECTRICAL WIRING SHALL BE COPPER WITH TYPE XHHW, THWN, OR THININSULATION.</li> <li>R UN ELECTRICAL CONDUIT OR CABLE BETWEEN ELECTRICAL UTILITY DEMARCATION POINT AND PROJECT OWNER CELL SITE PPC AS INDICATED ON THIS DRAWING. PROVIDE FULL LENGTH PULL ROPE.</li> </ol>
DE BINET	COORDINATE INSTALLATION WITH UTILITY COMPANY. 9. RUN TELCO CONDUIT OR CABLE BETWEEN TELEPHONE UTILITY DEMARCATION POINT AND PROJECT OWNER CELL SITE TELCO CABINET AND BTS CABINET AS INDICATED ON THIS DRAWING PROJECT OF LEVEL DEPORT
ories Ch Duit	PROVIDE FULL LENGTH PULL ROPE IN INSTALLED TELCO CONDUIT. PROVIDE GREENLEE CONDUIT MEASURING TAPE AT EACH END. 10. WHERE CONDUIT BETWEEN BTS AND PROJECT OWNER CELL SITE PPC AND BETWEEN BTS AND
	PROJECT OWNER CELL SITE TELCO SERVICE CABINET ARE UNDERGROUND USE PVC, SCHEDULE 40 CONDUIT. ABOVE THE GROUND PORTION OF THESE CONDUITS SHALL BE PVC CONDUIT.
CADWELD CONNECTION	<ol> <li>ALL EQUIPMENT LOCATED OUTSIDE SHALL HAVE NEMA 3R ENCLOSURE.</li> <li>PPC SUPPLIED BY PROJECT OWNER.</li> <li>GROUNDING SHALL COMPLY WITH NEC ART. 250.</li> <li>GROUND COAXIAL CABLE SHIELDS MINIMUM AT</li> </ol>
STAINLESS STEEL GROUND ROD D) OR O MECHANICAL (COMPRESSION TYPE) CONNECTION	BOTH ENDS USING MANUFACTURERS COAX CABLE GROUNDING KITS SUPPLIED BY PROJECT OWNER. 15. USE #6 AWG COPPER STRANDED WIRE WITH GREEN COLOR INSULATION FOR ABOVE GRADE GROUNDING (UNLESS OTHERWISE SPECIFIED) AND #2 AWG SOLID TINNED BARE COPPER WIRE FOR BELOW GRADE GROUNDING AS INDICATED ON THE
OUS TING PE	DRAWING. 16. ALL GROUND CONNECTIONS TO BE BURNDY HYGROUND COMPRESSION TYPE CONNECTORS OR CADWELD EXOTHERMIC WELD. DO NOT ALLOW BARE COPPER WIRE TO BE IN CONTACT WITH GALVANIZED STEEL.
G	17. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. GROUNDING LEADS SHOULD NEVER BE BENT AT RIGHT ANGLE. ALWAYS MAKE AT LEAST 12" RADIUS BENDS. #6 AWG WIRE CAN BE BENT AT 6" RADIUS WHEN NECESSARY, BOND ANY METAL OBJECTS WITHIN 6 FEET OF PROJECT OWNER EQUIPMENT OR CABINET TO MASTER GROUND BAR OR GROUNDING RING.
	<ol> <li>CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO HOLE COMPRESSION TYPE COPPER LUGS. APPLY OXIDE INHIBITING COMPOUND TO ALL LOCATIONS.</li> <li>APPLY OXIDE INHIBITING COMPOUND TO ALL</li> </ol>
	COMPRESSION TYPE GROUND CONNECTIONS. 20. BOND ANTENNA MOUNTING BRACKETS, COAXIAL CABLE GROUND KITS, AND ALNA TO EGB PLACED NEAR THE ANTENNA LOCATION.
s -	<ol> <li>BOND ANTENNA EGB'S AND MGB TO GROUND RING.</li> <li>CONTRACTOR SHALL TEST COMPLETED GROUND SYSTEM AND RECORD RESULTS FOR PROJECT CLOSE-OUT DOCUMENTATION. 5 OHMS MINIMUM RESISTANCE REQUIRED.</li> <li>CONTRACTOR SHALL CONDUCT ANTENNA, COAX, AND LNA RETURN-LOSS AND DISTANCE-TO-FAULT</li> </ol>
	MEASUREMENTS (SWEEP TESTS) AND RECORD RESULTS FOR PROJECT CLOSE OUT. 24. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE OF 1/2" OR GREATER ELECTRICALLY CONDUCTIVE REINFORCING STEEL, MUST HAVE IT BONDED TO THE GROUND RING USING AN EXOTHERMIC WELD CONNECTION USING #2 AWG SOLID BARE TINNED COPPER GROUND WIRE, PER NEC 250.50.
	AT&T
MJ JC DPH MJ JC DPH BY CHK APP'D	ELECTRICAL NOTES & ONE-LINE DIAGRAM (NSB) SITE NUMBER DRAWING NUMBER REV
BY: MJ	CT1445 E-1 1



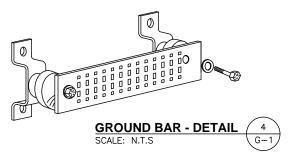
EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

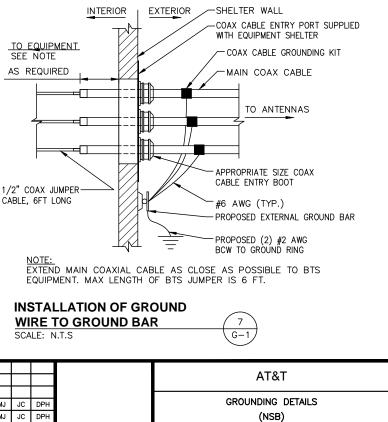
SECTION "P" - SURGE PRODUCERS

CABLE ENTRY PORTS (HATCH PLATES) (#2 AWG) GENERATOR FRAMEWORK (IF AVAILABLE) (#2 AWG) TELCO GROUND BAR COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2 AWG) +24V POWER SUPPLY RETURN BAR (#2 AWG) -48V POWER SUPPLY RETURN BAR (#2 AWG) RECTIFIER FRAMES.

### SECTION "A" - SURGE ABSORBERS

INTERIOR GROUND RING (#2 AWG) EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2 AWG) METALLIC COLD WATER PIPE (IF AVAILABLE) (#2 AWG) BUILDING STEEL (IF AVAILABLE) (#2 AWG)

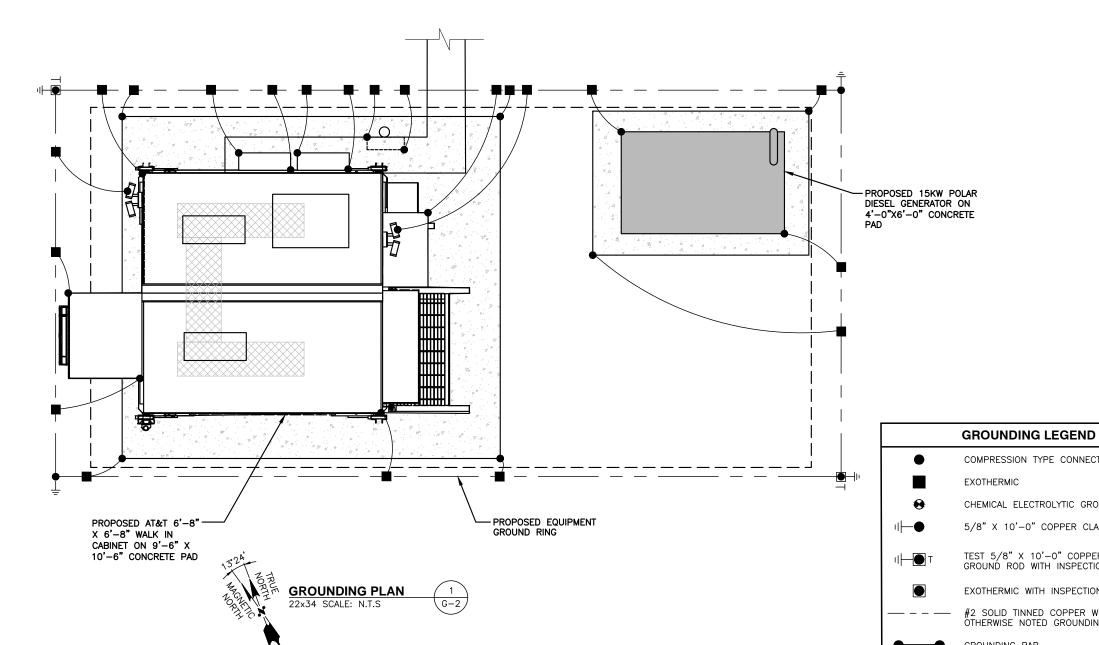




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BY:	MJ		r: MJ			J

### **GROUNDING NOTES**

- ALL GROUND WIRE SHALL BE BARE COPPER #2 AWG
- ALL GROUND WIRE SHALL BE BARE COFFER #2 AWG UNLESS OTHERWISE NOTED. ALL GROUND WIRES SHALL PROVIDE A STRAIGHT, DOWNWARD PATH TO GROUND WITH GRADUAL BENDS AS REQUIRED. GROUND WIRES SHALL NOT BE LOOPED 2. OR SHARPLY BENT.
- ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION OF GROUND RODS AND GROUND RING WITH FOUNDATION AND UNDERGROUND CONDUIT.
- EACH EQUIPMENT CABINET SHALL BE CONNECTED TO THE MASTER ISOLATION GROUND BAR (MIGB) WITH #2AWG INSULATED STRANDED COPPER WIRE. ÉQUIPMENT CABINETS SHALL EACH HAVE (2) CONNECTIONS.
- PROVIDE DEDICATED #2 AWG COPPER GROUND WIRE FROM EACH ANTENNA MOUNTING PIPE TO ASSOCIATED CIGBE (TYPICAL FOR FOUR MOUNTING PIPES PER SECTOR).
- 6. ANTENNA GROUND KITS SHALL BE FURNISHED AND
- INSTALLED BY ELECTRICAL CONTRACTOR. COORDINATE NEW LICENSEE GROUND SYSTEM WITH EXISTING SITE GROUND SYSTEM.
- EACH SECTION OF CABLE TRAY, ICE BRIDGE AND ICE SHIELD SHALL BE CONNECTED IN A FASHION TO 8. PROVIDE A CONTINUOUS GROUND.
- AT ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS AND FRAMES OF EQUIPMENT, AND WHERE EXPOSED FOR GROUNDING, CONDUCTOR TERMINATION SHALL BE PERFORMED UTILIZING TWO HOLE BOLTED TONGUE COMPRESSION TYPE WITH STAINLESS STEEL SELF-TAPPING SCREWS.
- 10. ALL CLAMPS AND SUPPORTS USED TO SUPPORT THE GROUNDING SYSTEM CONDUCTORS AND PVC CONDUITS SHALL BE PVC TYPE (NON CONDUCTIVE). DO NOT USE METAL BRACKETS OR SUPPORTS WHICH WOULD FORM A COMPLETE RING AROUND ANY GROUNDING CONDUCTOR
- . ALL GROUNDING CONNECTIONS SHALL BE COATED WITH A COPPER SHIELD ANTI-CORROSIVE AGENT SUCH AS T&B KOPR SHIELD. VERIFY PRODUCT WITH
- LICENSEE PROJECT MANAGER. 12. ALL BOLTS, WASHERS, AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
- 13. INSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUS IN THE PANELBOARD.
- 14. GROUND ANTENNA BASES, FRAMES, CABLE RACKS AND OTHER METALLIC COMPONENTS WITH #2 AWG GROUNDING CONDUCTORS AND CONNECT TO INSULATED SURFACE MOUNTED GROUND BARS. CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S SPECIFICATIONS FOR GROUNDING. 15. GROUND COAXIAL SHIELD AT BOTH ENDS USING
- MANUFACTURER'S GUIDELINES. 16. REINFORCEMENT IN EQUIPMENT SLAB TO BE WELDED
- AND REINFORCEMENT TO BE BONDED TO GROUNDING RING.
- 17. CONCRETE-ENCASED ELECTRODES GREATER THAN 20 S.F. OF SURFACE AREA & 1/2" OR GREATER REINFORCING STEEL MUST BE BONDED TO THE GROUNDING RING PER NEC 250.50. 18. ALL GROUND BARS SHALL BE GALVANIZED WITH ANTI-THEFT HARDWARE.







SITE NUMBER: CT1445 SITE NAME: MERIDEN CT

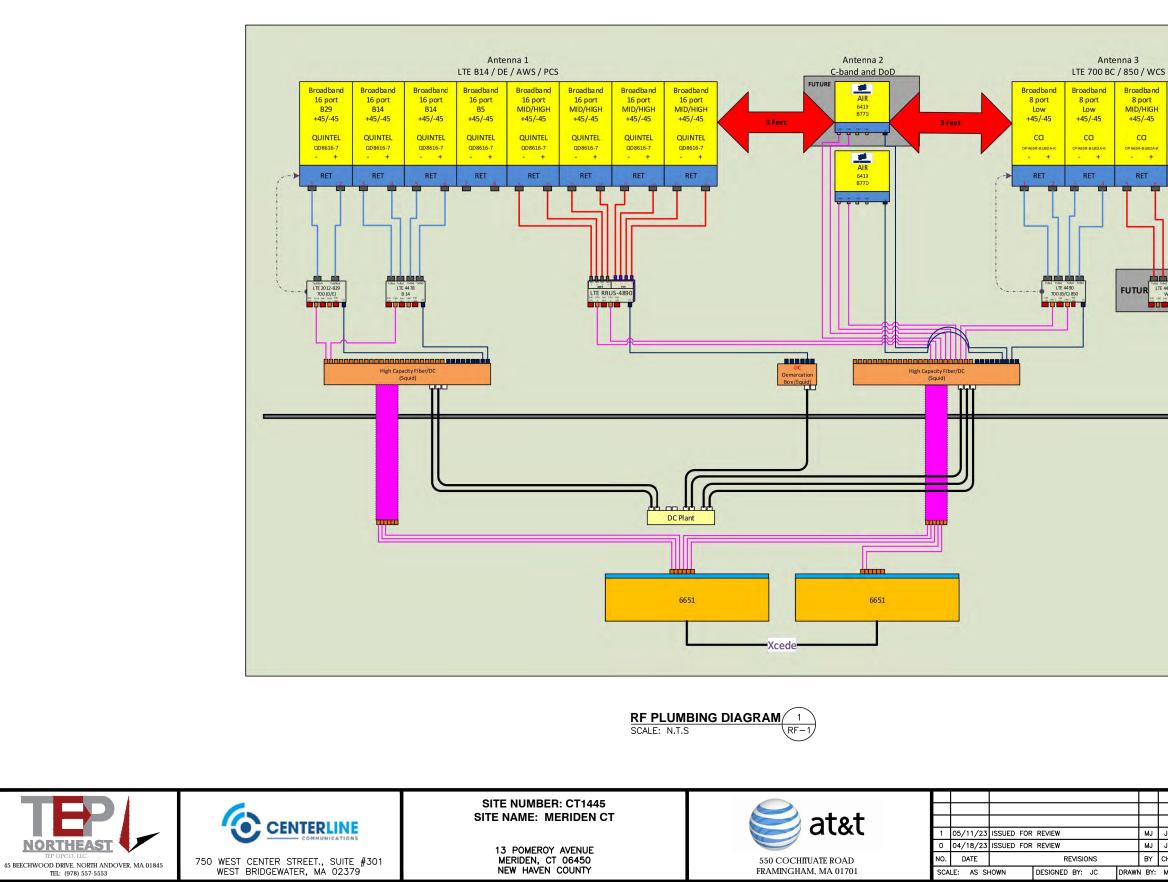
> 13 POMEROY AVENUE MERIDEN, CT 06450 NEW HAVEN COUNTY



1	05/11/23	ISSUED	FOR	REVIEW				MJ	JC
0	04/18/23	ISSUED	FOR	REVIEW				MJ	JC
NO.	DATE				REVISIO	NS		BY	снк
SCA	LE: AS SH	IOWN		DESIGNE	D BY:	JC	DRAW	N BY:	MJ

DPH		GROUNDING DETAILS
		AT&T
		PIGTAIL GROUND CONDUCTOR
	●───●	GROUNDING BAR
		#2 SOLID TINNED COPPER WIRE UNLESS OTHERWISE NOTED GROUNDING CONDUCTOR
		EXOTHERMIC WITH INSPECTION SLEEVE
	ı  <b> </b> ●⊤	TEST 5/8" X 10'-0" COPPER CLAD GROUND ROD WITH INSPECTION SLEEVE
	ı⊫●	5/8" X 10'-0" COPPER CLAD GROUND ROD
	•	CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
— <u> </u>		EXOTHERMIC
	•	COMPRESSION TYPE CONNECTION

			PIGTAIL	GROUND CONDUCTOR	
				AT&T	
2	DPH			GROUNDING DETAILS	
)	DPH			(NSB)	
IK	APP'D		SITE NUMBER	DRAWING NUMBER	REV
J			CT1445	G-1	1
J			CT1445	G-1	





NOTE: 1. CONTRACTOR TO CONFIRM ALL PARTS. 2. INSTALL ALL EQUIPMENT TO MANUFACTURER'S RECOMMENDATIONS

NOTE:

REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

						AT&T	
				_			
мJ	JC	DPH	DPH	DPH		RF PLUMBING DIAGRAM	
MJ	JC	DPH	DPH	DPH		(NSB)	
BY	снк	APP'D	APP'	APP'D	SITE NUMBER	DRAWING NUMBER	REV
BY:	MJ				CT1445	RF-1	1

# **ATTACHMENT 3**

August 3, 2023

Liz Rutkowski Towernorth Development, LLC 750 w. Center St., Floor 3 West Bridgewater, MA 02379

RE: Proposed 150' Sabre Monopole for Meriden Fire Dept., CT

Dear Ms. Rutkowski,

Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for an Ultimate Wind Speed of 135 mph with no ice and 50 mph + 1" ice, Risk Category IV, Exposure Category C and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures and Antennas".

Sabre Industries

INNOVATION DELIVERED

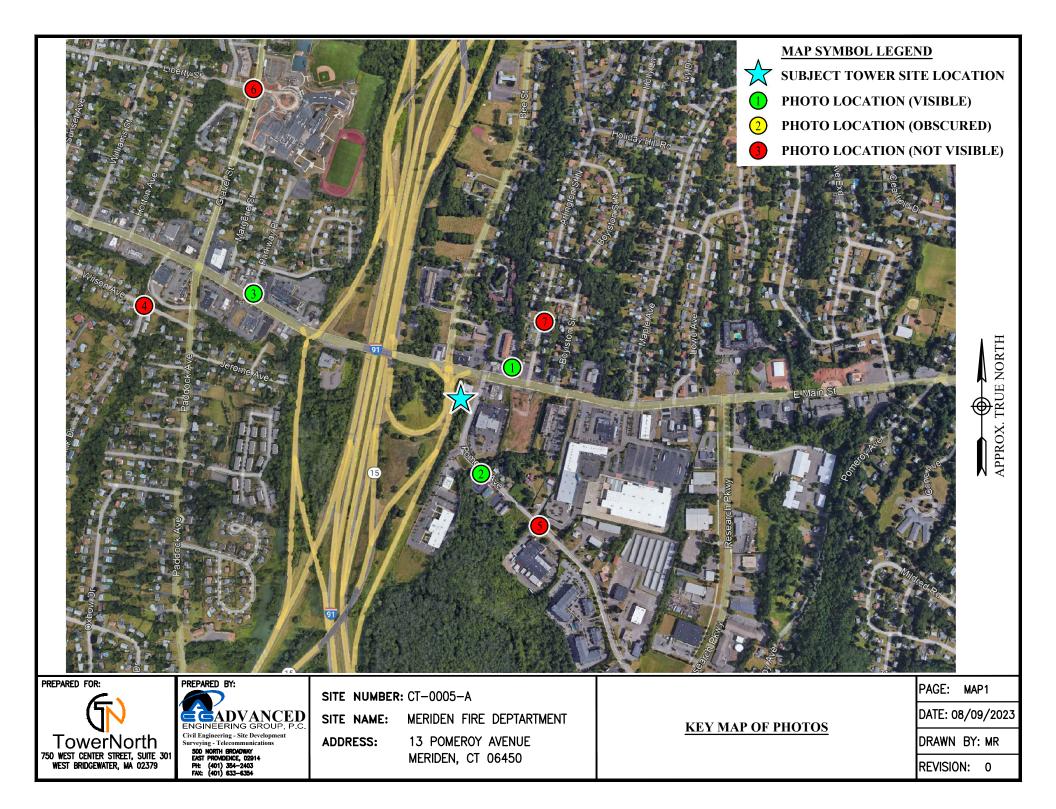
Please let me know if you need anything further.

Sincerely,

Robert E. Beacom, P.E., S.E. Engineering Manager



# **ATTACHMENT 4**





PREPARED FOR:	PREPARED BY:				PAGE: V-1E	
(TN)	<b>ADVANCED</b>	SITE NUMBER	MERIDEN FIRE DEPTARTMENT		DATE: 08/09/2	2023
TowerNorth	ENGINEERING GROUP, P.C. Civil Engineering - Site Development Surveying - Telecommunications	ADDRESS:	13 POMEROY AVENUE	EXISTING VIEW FROM THE NORTHEAST, ON EAST MAIN STREET	DRAWN BY: M	/R
750 WEST CENTER STREET, SUITE 301 WEST BRIDGEWATER, MA 02379	EAST PROVIDENCE, 02914 PH: (401) 354-2403 FAX: (401) 633-6354		MERIDEN, CT 06450		REVISION: 0	)



PREPARED FOR:	PREPARED BY:				PAGE: V-1P
		SITE NUMBER	<b>≀:</b> CT–0005–A		
		SITE NAME:	MERIDEN FIRE DEPTARTMENT	<u>VIEW #1</u> PROPOSED VIEW FROM THE NORTHEAST.	DATE: 08/09/2023
TowerNorth	Civil Engineering - Site Development Surveying - Telecommunications	ADDRESS:	13 POMEROY AVENUE	,	DRAWN BY: MR
750 WEST CENTER STREET, SUITE 301 WEST BRIDGEWATER, MA 02379	EAST PROVIDENCE, 02914 PH: (401) 354-2403 FAX: (401) 633-6354		MERIDEN, CT 06450		REVISION: 0









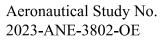








# **ATTACHMENT 5**





Mail Processing Center Federal Aviation Administration Southwest Regional Office Obstruction Evaluation Group 10101 Hillwood Parkway Fort Worth, TX 76177

Issued Date: 07/17/2023

Leslie Lindeman Palm-Tech Consulting, LLC 11365 Little Bear Way Boca Raton, FL 33428

## **\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower CT0005-A Meriden
Location:	Meriden, CT
Latitude:	41-31-31.96N NAD 83
Longitude:	72-46-03.86W
Heights:	280 feet site elevation (SE)
	154 feet above ground level (AGL)
	434 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.** 

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

At least 10 days prior to start of construction (7460-2, Part 1) X Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

## See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 01/17/2025 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404) 305-6430, or kelly.r.nelson@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ANE-3802-OE.

**Signature Control No: 590936990-593575030** Kelly Nelson Specialist

Attachment(s) Additional Information Frequency Data (DNE)

Map(s)

cc: FCC

## Additional information for ASN 2023-ANE-3802-OE

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band

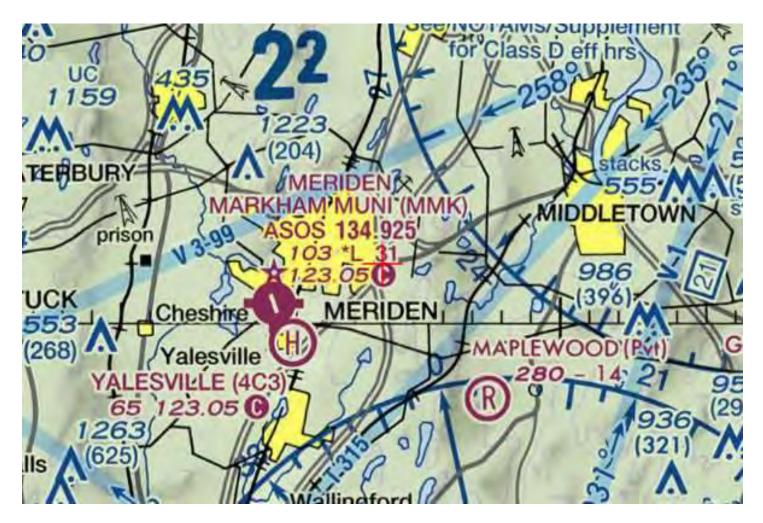
This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

# Frequency Data for ASN 2023-ANE-3802-OE

LOW	HIGH	FREQUENCY		ERP
FREQUENCY	FREQUENCY	UNIT	ERP	UNIT
6	7	GHz	55	dBW
6	, 7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	2000	W
614	698	MHz	1000	W
698	806	MHz	1000	W
806	901	MHZ	500	W
806	824	MHZ	500	W
800	824 849	MHZ	500	W
824 851	849 866		500	W
		MHz		
869 896	894	MHz	500	W
	901	MHz	500	W
901 020	902	MHz	7	W
929 020	932	MHz	3500	W
930 931	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	1640	W



# **ATTACHMENT 6**

## NEPA SUMMARY CHECKLIST

EBI Consulting environmental   engineering   due diligence Site ID: CT0005-A / Meriden Fire Department Site Address: 13 Pomeroy Avenue Meriden, New Haven Co	unty, Co	nnecticut	: 06450					
FCC NEPA Screening Checklist [(§1.1307(a)]								
§1.1307(a) Actions that may have a significant environmental effect, for which EAs must be prepared.		Yes	No					
(1) Will the facility be located in an officially designated wilderness area?			$\boxtimes$					
(2) Will the facility be located in an officially designated wildlife preserve?	(2) Will the facility be located in an officially designated wildlife preserve?							
(3) Will the facility affect listed or proposed threatened or endangered species or designated critical habitats?								
(4) Will the facility affect districts, sites, buildings, structures or objects significant in American history, architecture, archeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places?								
(5) Will the facility affect an Indian religious site?								
(6) Will the facility be located in a 100-year floodplain and <u>not</u> elevated at least one-foot above the BFE?								
(7) Will construction of the facility involve significant change in surface features (e.g. wetland fill, water diversio deforestation)?	n or		$\boxtimes$					
(8) Will the facility be located within a residential neighborhood and utilize high intensity white lights?			$\square$					

#### **Important Notes**

Based upon the results of EBI's assessment, the Wireless Facility <u>will not result</u> in a significant environmental effect per \$1.1307(a) of FCC NEPA Rules. As such, the preparation of an Environmental Assessment for these criteria is <u>NOT</u> required.

Refer to Section 2.0 of this report for complete summary of EBI's evaluation of the Wireless Facility. Please note, the above finding is contingent upon adherence to, or the implementation of special conditions or mitigation measures designed to minimize or eliminate impacts on the following:

- Surface Features (see Section 2.7 for details)

Please also note, an evaluation of radio frequency (RF) emissions exposure per \$1.1307(b) of FCC NEPA rules was not included in the scope of services of this NEPA Screening report. EBI understands that the FCC licensee and/or authorized RF engineering contractors will ensure compliance with all applicable RF radiation exposure limits.

Date:

Completed by: <u>Alexis Sims / Project Scientist</u>

July 5, 2023

# **ATTACHMENT 7**

## Radio Frequency Analysis Report

# CT1445 13 Pomeroy Avenue, Meriden, CT 06450



April 3, 2023



C Squared Systems, LLC 65 Dartmouth Drive, A3 Auburn, NH 03032

Phone: (603) 644-2800 Fax: (603) 644-2801 Support@csquaredsystems.com

## Table of Contents

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3.	Coverage Objective	2
4.	Pertinent Site Data	5
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### 1. Overview

C Squared Systems was retained by New Cingular Wireless PCS, LLC ("AT&T") to evaluate the proposed installation and operation of wireless facility at 13 Pomeroy Avenue in Meriden to allow AT&T to install its antennas at 141 feet AGL.

AT&T is licensed by the FCC to provide wireless communications services throughout the State of Connecticut including the City of Meriden where the proposed facility would be located.

This report addresses AT&T's need for the proposed wireless facility and confirms that there are no other suitable existing structures available that could address the coverage gaps in their wireless communications network.

The coverage analysis completed by C Squared Systems confirms: that the proposed site will serve as an adequate replacement to the coverage and capacity that will be lost in Meriden when AT&T's existing facility located at 900 East Main Street is decommissioned. Included as attachments in this report are coverage maps detailing the existing network and expected coverage from the proposed facility, pertinent site information, terrain and network layout maps.

### 2. Technology Advances & Design Evolution

AT&T provides digital voice and data services using advanced 4th Generation (4G) services over LTE technology in the 700 MHz, 850 MHz, 1900 MHz, 2100 MHz and 2300 MHz frequency bands as allocated by the FCC. 5th Generation (5G) services are also being selectively rolled out on available frequencies in the 850 MHz, 1900 MHz, 2100 MHz and 2300 MHz and 2300 MHz bands. These data networks are used by mobile devices for fast web browsing, media streaming, and other applications that require broadband connections. The mobile devices that benefit from these advanced data networks are not limited to basic handheld phones, but also include devices such as smartphones, PDA's, tablets, and laptop air-cards. 4G LTE services and devices have enabled AT&T customers to have even faster connections to people, information, and entertainment.

AT&T will also deploy FirstNet services from this facility. FirstNet is a federal agency with a mandate to create a nationwide, interoperable public safety broadband network for first responders. First responders across the country currently rely on more than 10,000 separate radio networks which oftentimes do not interoperate with one another. By deploying a nationwide broadband public safety network built specifically to meet the communications needs of first responders, the FirstNet network will provide a solution to the decades-long interoperability and communications challenges first responders have experienced, and which was highlighted by the 9/11 Commission's 2004 Final Report.

FirstNet selected AT&T to build, manage and operate the National Public Safety Broadband Network ("NPSBN") using FirstNet's Band 14 spectrum (Call Sign WQQE234, 20 MHz of the 700 MHz spectrum), together with AT&T's own wireless network. Using a combination of new and existing wireless facilities, AT&T provides prioritized, preemptive wireless services for first responders across Connecticut, New England and nationwide, while also improving 4G LTE coverage for AT&T customers.

AT&T's 4G LTE technology is designed to thresholds of -83 dBm and -93 dBm for their 700 MHz LTE and -86 dBm and -96 dBm for their 1900 MHz LTE.<sup>1</sup> The stronger thresholds (-83 dBm and -86 dBm) yield greater throughputs and improved customer experience. The -93 dBm and -96 dBm thresholds are the minimum acceptable levels required to meet customer expectations for 4G service.

<sup>&</sup>lt;sup>1</sup> The threshold range differences between the 700 MHz and 1900 MHz frequency bands directly correlates to the type of branch diversity receivers deployed in AT&T's receiver design.

## 3. AT&T Coverage and Capacity Objective

There is a significant coverage deficiency in the existing AT&T wireless communications network along State Highway 15, Pomeroy Avenue, Paddock Avenue, Inter State Highway I-91, Bee Street as well as other roads and businesses in the area and in the vicinity of the proposed location, referred to herein as the "targeted area". A deficiency in coverage is evidenced by the inability to adequately and reliably transmit/receive quality calls and/or utilize data services offered by the network. Seamless reliable coverage provides users with the ability to successfully originate, receive, and maintain quality calls and data applications throughout a service area. Appropriate overlapping coverage is required for users to be able to move throughout the service area and reliably "hand-off" between cells to maintain uninterrupted connections.

Due to terrain characteristics and the distance between the targeted area and the existing sites, AT&T's options to provide services in this area are quite limited (maps of the terrain in this area and the distance to neighboring AT&T sites from the proposed site are included as Attachments 1 & Table 2, respectively.). AT&T's network requires deployment of antennas throughout the area to be covered. These antennas are connected to receivers and transmitters that operate in a limited geographic area known as a "cell." AT&T's wireless network, including their wireless handsets and devices, operate by transmitting and receiving low power radio frequency signals to and from these cell sites. The signals are transferred to and from the landline telephone network and routed to their destinations by sophisticated electronic equipment. The size of the area served by each cell site is dependent on several factors, including the number of antennas used, the height at which the antennas are deployed, the topography of the land, vegetative cover and natural or man-made obstructions in the area. As customers move throughout the service area, the transmission from the portable devices is automatically transferred to the AT&T facility with the best connection to the device, without interruption in service provided that there is overlapping coverage from the cells.

In order to define the extent of the coverage gap to be filled, propagation modeling has been conducted in the area of Meriden. Propagation modeling uses PC software to determine the network coverage based on the specific technical parameters of each site including, but not limited to, location, ground elevation, antenna models, antenna heights, and also databases of terrain and ground cover in the area. Drive testing consists of traveling along area roadways in a vehicle equipped with a sophisticated setup of test devices and receivers that collect a variety of network performance metrics. The data are then processed and mapped in conjunction with the propagation modeling to determine the coverage gaps.

Analysis of the propagation modeling and drive testing in Meriden reveal that AT&T's network is unreliable throughout much of the area due to gaps in coverage, and that there is a service deficiency as a result. In order to fill in these coverage gaps and improve the network reliability to Meriden, a new facility is needed in the area.

Included in this report are Attachments 1 through 6, which are explained below to help describe AT&T's 4G network deployment in and around Meriden, and the need for the proposed facility.

- Attachment 1: "*CT1445 Area Terrain Map*" details the terrain features around the area of deficient service being targeted by the proposed site in Meriden. These terrain features play a key role in determining site designs and dictating the unique coverage achieved from a given location. This map is included to provide a visual representation of the ridges and valleys that must be considered when siting a wireless facility. The green and blue shades correspond to lower elevations, whereas the orange, red and white shades indicate higher elevations.
- Attachment 2: "*CT1445 Neighbor Site Data*" provides site specific information of existing neighboring sites used to perform the coverage analysis provided in Attachments 3 and 4.
- Attachment 3: "*CT1445 Existing 700 MHz LTE Coverage*" for the Current AT&T Network depicts 700 MHz LTE coverage from existing sites and demonstrates that there are currently gaps in 700 MHz LTE coverage effecting service within the targeted area. The coverage shown is where the signal strengths are: > -83 dBm (minimum level required reliable, high quality service and performance at 700 MHz) and, > -93 dBm (minimum required for adequate level of service at 700 MHz). In an effort to provide the required levels of coverage to these areas, AT&T is proposing to install a wireless facility at the Pomreoy Ave location.
- Attachment 4: titled: " *CT1445 Existing 700 MHz LTE Coverage without Decom Site*" shows the surrounding coverage without the "Decom Site" facility after it is removed from service. As shown in this plot, decommissioning the site without a replacement would open coverage gaps in Meriden along State Highway 15, I-91, E. Main Street, Pomeroy Avenue, Paddock Avenue and the surrounding areas as follows;
  - $\sim 0.8$  mi along Inter State Highway I-91;
  - ~ 0.7 mi along Pomeroy Avenue/Mattabasset Dr.;
  - ~ 0.6 mi along Bee Street;
  - ~ 0.4 mi along State Highway 15
- Attachment 5: "*CT1445 Existing 700 MHz LTE Coverage with Proposed Site*" shows how this proposed site would fill in the existing coverage gaps and improve AT&T's 700 MHz LTE network.
  - ~ 1.5 mi along State Highway 15
  - ~ 0.9 mi along Pomeroy Avenue/Paddock Avenue
  - $\sim 0.7$  mi along Bee Street
  - ~ 0.6 mi along Inter State Highway I-91
  - $\sim 0.5$  mi along Mattabasset Dr.
- Attachment 6: Connecticut DOT Average Annual Daily Traffic Data Meriden shows the available vehicular traffic volume data for the subject area from the Connecticut Department of Transportation. These data show as many as 10,200 vehicles per day passing through North Street in the vicinity of the proposed facility.

Table 1 below lists the coverage statistics compiled for the AT&T's 700 MHz 4G LTE network with the deployment of the Proposed Site.

		Coverage lost after CT5115 is Decommissioned	Coverage Recovered With CT1445	Gain in Coverage
Population:	(≥ -83 dBm)	1711	2110	399
i optilation.	(≥ -93 dBm)	2857	3400	543
Business Dons	(≥ -83 dBm)	272	270	-2
Business Pops:	(≥ -93 dBm)	276	400	124
A	(≥ -83 dBm)	0.74	1.01	0.27
Area (mi <sup>2</sup> ):	(≥ -93 dBm)	1.39	1.96	0.57
	Main (-93 dBm):	2.8	4.98	2.18
Roadway (mi):	Secondary (-93 dBm):	6.61	11.87	5.26
	Total (-93 dBm):	9.41	16.85	7.44

**Table 1: Coverage Statistics** 

			Loc	Location			
Site Name	Address	City/State	Latitude Longitude		Height (ft AGL)	Structure Type	Status
CT1010	290 PRATT STREET	MERIDEN	41.5423	-72.7906	88	Rooftop	On-Air
CT1013	27 BUTLER STREET	MERIDEN	41.5376	-72.8062	82	Rooftop	On-Air
CT1016	134 KIKAPOO ROAD	MIDDLEFIELD	41.5136	-72.7458	80	Monopole	On-Air
CT1215	546 SOUTH BROAD STREET	MERIDEN	41.5081	-72.8093	56	Rooftop	On-Air
CT2221	100 NORTHROP ROAD	WALLINGFORD	41.4894	-72.7682	129	Monopole	On-Air
CT5114	599 RESEARCH PARKWAY	MERIDEN	41.5105	-72.7684	46	Rooftop	On-Air
CT5115	900 EAST MAIN STREET	MERIDEN	41.5277	-72.7727	75	Rooftop	On-Air
CT5269	55 WILLOW STREET	MERIDEN	41.5350	-72.8011	141	Rooftop	On-Air
CT5279	74 BIRDSEY AVENUE	MERIDEN	41.5229	-72.7493	173	Power Pole	On-Air
CT5378	450-478 WEST MAIN STREET	MERIDEN	41.5400	-72.8191	103	Monopole	On-Air
CT5382	234 SHERMAN AVENUE	MERIDEN	41.5481	-72.7843	74	Rooftop	On-Air
CT5504	393 JACKSON HILL ROAD	MIDDLEFIELD	41.5174	-72.7143	98	Monopole	On-Air
CT1143	238 MERIDEN ROAD	MIDDLEFIELD	41.5460	-72.7150	133	Monopole	On-Air
CT5280	484 MERIDEN ROAD	MIDDLEFIELD	41.5353	-72.7319	135	Monopole	On-Air
CT1216	470 LEWIS AVENUE	MERIDEN	41.5509	-72.8069	50	Rooftop	On-Air
CT1142	290 PRESTON AVENUE	MIDDLETOWN	41.5574	-72.7433	150	Monopole	On-Air
CT1217	538 PRESTON AVENUE	MERIDEN	41.5426	-72.7524	38	Rooftop	On-Air
CT1445	13 Pomeroy Avenue	MERIDEN	41.5256	-72.7678	141	Monopole	Proposed

Table 2 below details the site-specific information for the on-air AT&T macro-sites used to perform the coverage analysis and generate the coverage plots provided herein.

Table 2: AT&T Mobility Site Information Used in Coverage Analysis<sup>2</sup>

<sup>&</sup>lt;sup>2</sup> Some sites listed in this table are outside the plot view but are included for completeness of information.

### 5. Conclusion

AT&T has identified an area of deficient coverage affecting a significant portion of Meriden CT, including key traffic corridors through the residential and business/retail areas of the City. The proposed extension to the existing Meriden facility will bring the needed fill-in coverage to significant portions of State Highway 15, Pomeroy Avenue, Paddock Avenue, State Highway I-91, Bee Street as well as other roads in the area and to the vicinity of the proposed location.

No other existing structures were identified and available that would be able to satisfy the coverage requirements needed for this area.

### 6. Statement of Certification

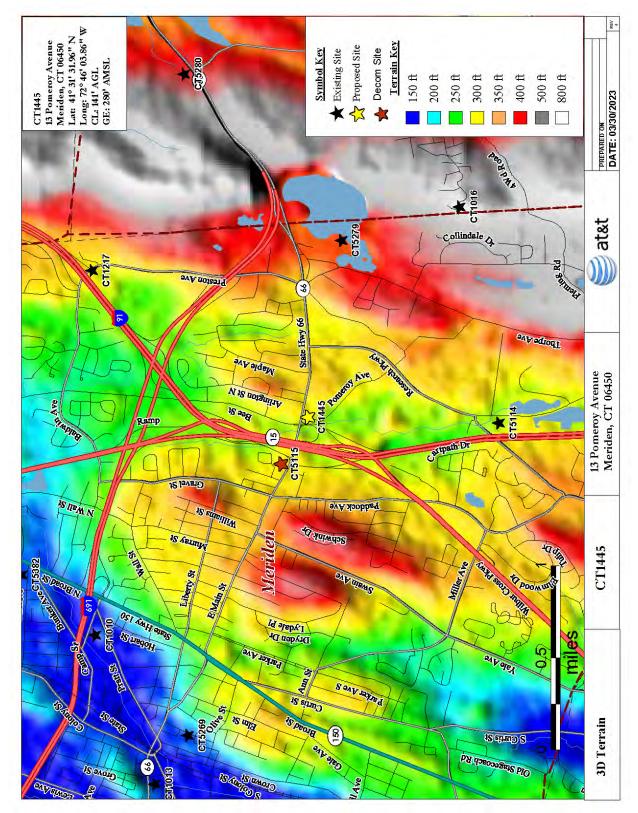
I certify to the best of my knowledge that the statements in this report are true and accurate.

Martof Fand

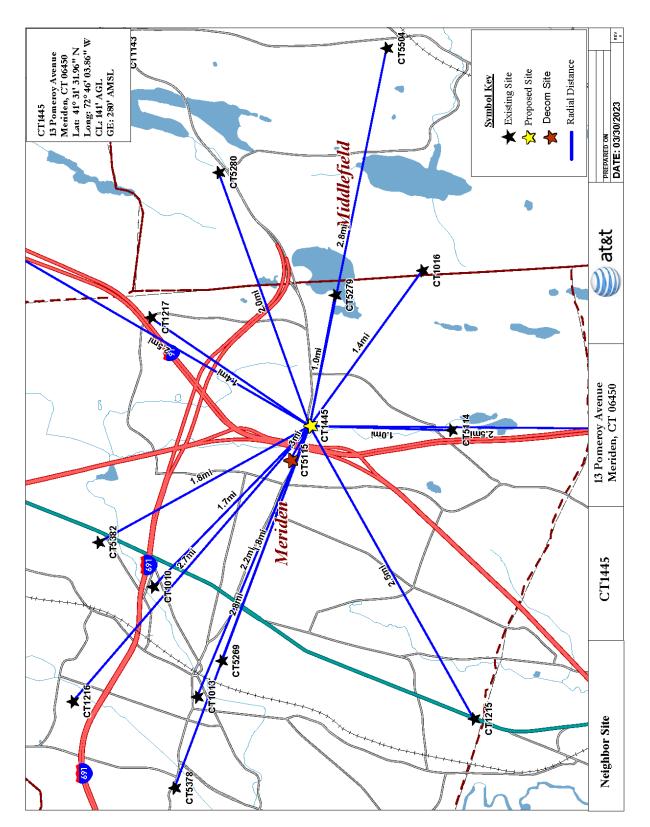
April 3, 2023

Martin J. Lavin C Squared Systems, LLC Date

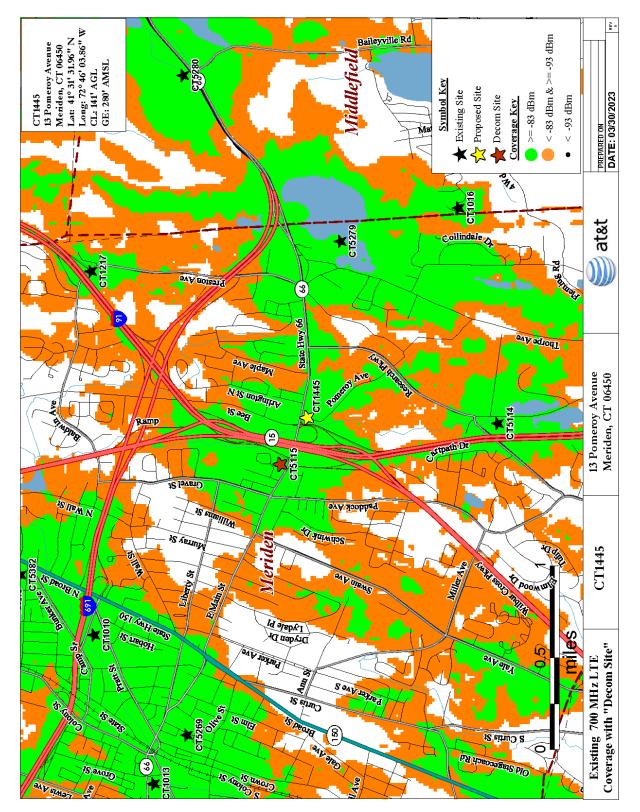
### 7. Attachments



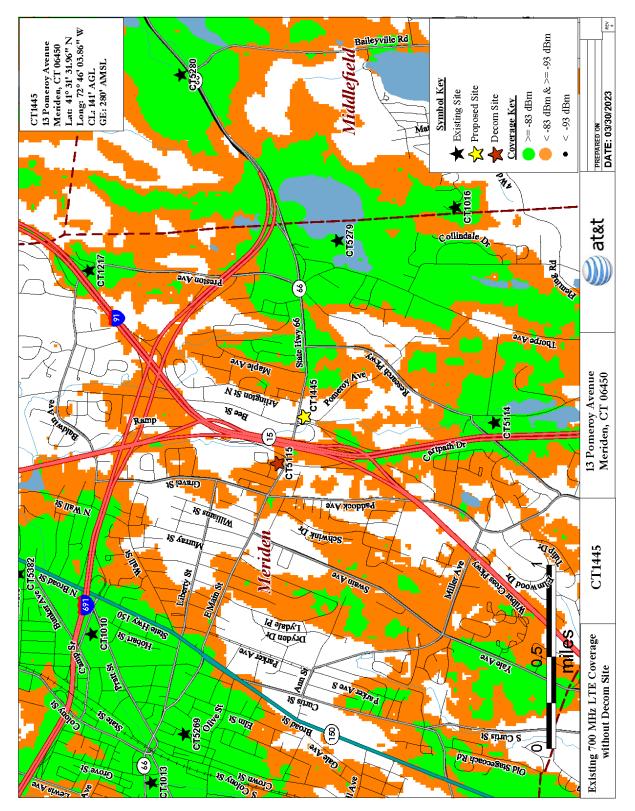
Attachment 1: CT1445 - Area Terrain Map



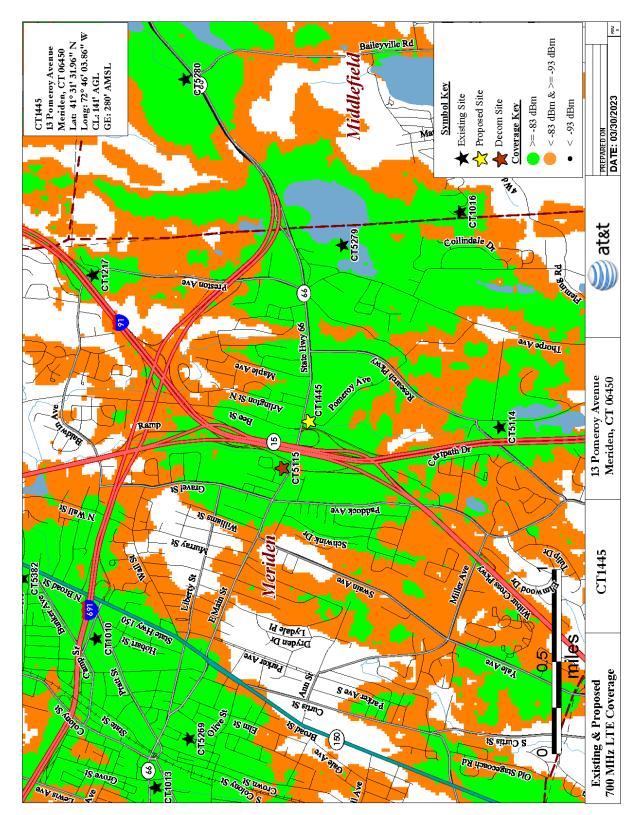
Attachment 2: CT1445 - Neighbor Site Data



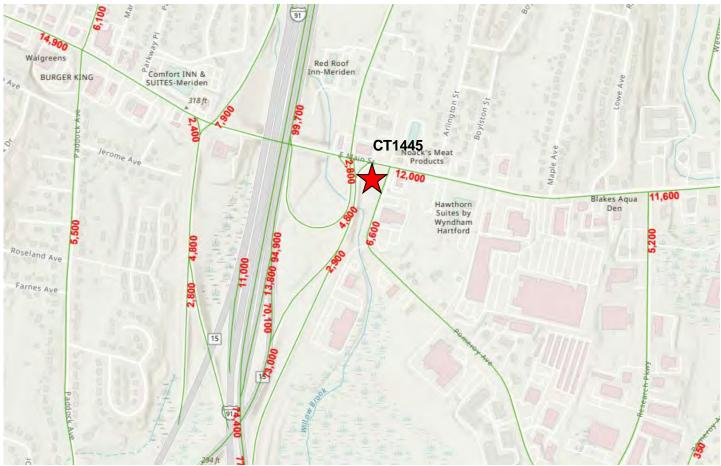
Attachment 3: CT1445 - Existing 700 MHz LTE Coverage" for the Current AT&T Network



Attachment 4: CT1445 - Existing 700 MHz LTE Coverage without Decom Site" for the AT&T Network



Attachment 5: CT1445 - Existing 700 MHz LTE Coverage with Proposed Site" for the AT&T Network



Attachment 6: Connecticut DOT Average Annual Daily Traffic Data - CT1445

# **ATTACHMENT 8**



C Squared Systems, LLC 65 Dartmouth Drive Auburn, NH 03032 (603) 644-2800 support@csquaredsystems.com

Calculated Radio Frequency Emissions Report



## CT1445 13 Pomeroy Avenue, Meriden, CT 06450

April 3, 2023

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#### 1. Introduction

The purpose of this report is to investigate compliance with applicable FCC regulations for the proposed installation of AT&T antenna arrays to be mounted at 141' AGL on a new monopole tower located at 13 Pomeroy Avenue in Meriden, CT. The coordinates of tower are  $41^{\circ} 31' 31.96'' N$ ,  $72^{\circ} 46' 03.86'' W$ .

AT&T is proposing the following:

1) Install twelve (12) multi-band antennas (four (4) per sector) to support its commercial LTE network and the FirstNet National Public Safety Broadband Network ("NPSBN").

This report considers the planned antenna configuration for  $AT\&T^1$  to derive the resulting % MPE of its proposed installation.

#### 2. FCC Guidelines for Evaluating RF Radiation Exposure Limits

In 1985, the FCC established rules to regulate radio frequency (RF) exposure from FCC licensed antenna facilities. In 1996, the FCC updated these rules, which were further amended in August 1997 by OET Bulletin 65 Edition 97-01. These new rules include Maximum Permissible Exposure (MPE) limits for transmitters operating between 300 kHz and 100 GHz. The FCC MPE limits are based upon those recommended by the National Council on Radiation Protection and Measurements (NCRP), developed by the Institute of Electrical and Electronics Engineers, Inc., (IEEE) and adopted by the American National Standards Institute (ANSI).

The FCC general population/uncontrolled limits set the maximum exposure to which most people may be subjected. General population/uncontrolled exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or cannot exercise control over their exposure.

Public exposure to radio frequencies is regulated and enforced in units of milliwatts per square centimeter (mW/cm<sup>2</sup>). The general population exposure limits for the various frequency ranges are defined in the attached "FCC Limits for Maximum Permissible Exposure (MPE)" in Attachment C of this report.

Higher exposure limits are permitted under the occupational/controlled exposure category, but only for persons who are exposed as a consequence of their employment and who have been made fully aware of the potential for exposure, and they must be able to exercise control over their exposure. General population/uncontrolled limits are five times more stringent than the levels that are acceptable for occupational, or radio frequency trained individuals. Attachment C contains excerpts from OET Bulletin 65 and defines the Maximum Exposure Limit.

Finally, it should be noted that the MPE limits adopted by the FCC for both general population/uncontrolled exposure and for occupational/controlled exposure incorporate a substantial margin of safety and have been established to be well below levels generally accepted as having the potential to cause adverse health effects.

<sup>&</sup>lt;sup>1</sup> As referenced to AT&T's Radio Frequency Design Sheet updated 03/23/2023.



#### 3. RF Exposure Prediction Methods

The emission field calculation results displayed in the following figures were generated using the following formula as outlined in FCC bulletin OET 65:

Power Density = 
$$\left(\frac{EIRP}{\pi \times R^2}\right) \times \text{Off Beam Loss}$$

Where:

EIRP = Effective Isotropic Radiated Power

R = Radial Distance = 
$$\sqrt{(H^2 + V^2)}$$

H = Horizontal Distance from antenna in meters

V = Vertical Distance from radiation center of antenna in meters

Off Beam Loss is determined by the selected antenna patterns

Ground reflection factor of 1.6

These calculations assume that the antennas are operating at 100 percent capacity, that all antenna channels are transmitting simultaneously, and that the radio transmitters are operating at full power. Obstructions (trees, buildings, etc.) that would normally attenuate the signal are not taken into account. The calculations assume even terrain in the area of study and do not take into account actual terrain elevations which could attenuate the signal. As a result, the predicted signal levels reported below are much higher than the actual signal levels will be from the final installations.



#### 4. Antenna Inventory

Table 1 below outlines AT&T's proposed antenna configuration for the site. The associated data sheets and antenna patterns for these specific antenna models are included in Attachments C.

Operator	Sector / Call Sign	TX Freq (MHz)	Power at Antenna (Watts)	Ant Gain (dBi)	Power EIRP (Watts)	Antenna Model	Beam Width	Mech. Tilt	Length (ft)	Antenna Centerline Height (ft)	
		722	160	14.9	4944		72		0 8		
		763	160	15.2	5298	QD8616-7	67	0			
		1900	160	17.2	8397	QD6010-7	62	0		141	
	Alpha /	2100	240	17.5	13496		62				
	100°	739	160	15.7	5945	OPA65R-BU8D	75	0	8	1.4.1	
		850	160	16.6	7313	OPA05K-BU8D	63	0	0	141 141 141 141	
		3500	86.45	25.65	31989	AIR 6419	11	0	2.5		
		3700	86.45	25.65	31989	AIR 6419	11	0	2.5	141	
		722	160	14.9	4944		72	0			
		763	160	15.2	5298	QD8616-7	67		8	141 141 141 141 141 141	
		1900	160	17.2	8397	QD0010-7	62		0		
AT&T	Beta /	2100	240	17.5	13496		62				
mai	225°	739	160	15.7	5945	OPA65R-BU8D	75	0	8		
		850	160	16.6	7313	OPA05K-BU8D	63		0		
		3500	86.45	25.65	31989	AIR 6419	11	0	2.5	141	
		3700	86.45	25.65	31989	AIR 6419	11 0 2.5	2.5	141		
		722	160	14.9	4944	_	72				
		763	160	15.2	5298	QD8616-7	67	0	8	141 141 141 141 141 141	
		1900	160	17.2	8397			62	0	0	141
	Gamma /	2100	240	17.5	13496			62			
	340°	739	160	15.7	5945	OPA65R-BU8D	75	0	8	141	
		850	160	16.6	7313	OF AUSK-BUOD	63 0		0	141	
		3500	86.45	25.65	31989	AIR 6419	11	0	2.5	141	
		3700	86.45	25.65	31989	AIR 6419	11	0	2.5	141	

Table 1: Proposed Antenna Inventory<sup>23</sup>

<sup>&</sup>lt;sup>2</sup> Antenna heights are in reference to AT&T's Radio Frequency Design Sheet updated, 02/23/2023.

<sup>&</sup>lt;sup>3</sup> Transmit power assumes 0 dB of cable loss.



#### 5. Calculation Results

The calculated power density results are shown in Figure 1 below. For completeness, the calculations for this analysis range from 0 feet horizontal distance (directly below the antennas) to a value of 3,000 feet horizontal distance from the site. In addition to the other worst-case scenario considerations that were previously mentioned, the power density calculations to each horizontal distance point away from the antennas was completed using a local maximum off beam antenna gain (within  $\pm$  5 degrees of the true mathematical angle) to incorporate a realistic worst-case scenario.

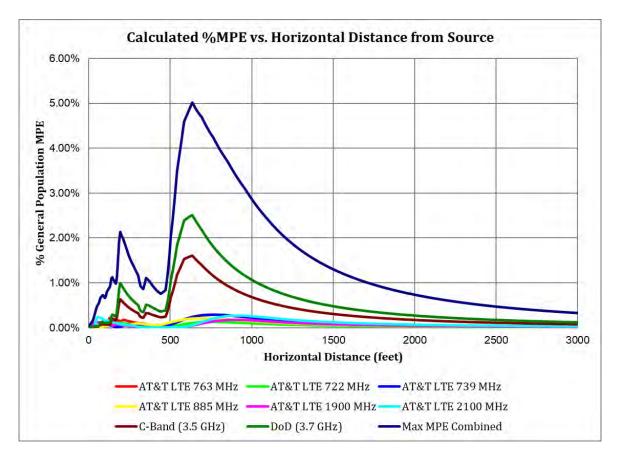


Figure 1: Graph of General Population % MPE vs. Distance

The highest percent of MPE (5.02% of the General Population limit) is calculated to occur at a horizontal distance of 635 feet from antennas. Please note that the percent of MPE calculations close to the site take into account off beam loss, which is determined from the vertical pattern of the antennas used. Therefore, RF power density levels may increase as the distance from the site increases. At distances of approximately 1500 feet and beyond, one would now be in the main beam of the antenna pattern and off beam loss is no longer considered. Beyond this point, RF levels become calculated solely on distance from the site and the percent of MPE decreases significantly as distance from the site increases.



Table 2 below lists percent of MPE values as well as the associated parameters that were included in the calculations. The highest percent of MPE value was calculated to occur at a horizontal distance of 635 feet from the site (reference Figure 1).

As stated in Section 3, all calculations assume that the antennas are operating at 100 percent capacity, that all antenna channels are transmitting simultaneously, and that the radio transmitters are operating at full power. Obstructions (trees, buildings etc.) that would normally attenuate the signal are not taken into account. In addition, a six-foot height offset was considered in this analysis to account for average human height. As a result, the predicted signal levels are significantly higher than the actual signal levels will be from the final configuration. The results presented in Figure 1 and Table 2 assume level ground elevation from the base of the tower out to the horizontal distances calculated.

Carrier	Number of Transmitters	Power out of Base Station Per Transmitter (Watts)	Antenna Height (Feet)	Distance to the Base of Antennas (Feet)	Power Density (mW/cm <sup>2</sup> )	Limit (mW/cm <sup>2</sup> )	% MPE
AT&T LTE 1900 MHz	1	160.0	141.0	635	0.000503	1.000	0.05%
AT&T LTE 2100 MHz	1	240.0	141.0	635	0.000576	1.000	0.06%
AT&T LTE 722 MHz	1	80.0	141.0	635	0.000548	0.509	0.11%
AT&T LTE 739 MHz	1	160.0	141.0	635	0.001175	0.493	0.24%
AT&T LTE 763 MHz	1	160.0	141.0	635	0.001239	0.509	0.24%
AT&T LTE 885 MHz	1	160.0	141.0	635	0.001208	0.590	0.20%
C-Band (3.5 GHz)	1	86.5	141.0	635	0.016062	1.000	1.61%
DoD (3.7 GHz)	1	86.5	141.0	635	0.025098	1.000	2.51%
		•				Total	5.02%



#### 6. Conclusion

The above analysis verifies that RF exposure levels from the site with AT&T's proposed antenna configuration will be well below the maximum permissible levels as outlined by the FCC in the OET Bulletin 65 Ed. 97-01. Using the conservative calculation methods and parameters detailed above, the maximum cumulative percent of MPE in consideration of all transmitters is calculated to be **5.02% of the FCC limit (General Population/Uncontrolled)**. This maximum cumulative percent of MPE value is calculated to occur 635 feet away from the site.

#### 7. Statement of Certification

I certify to the best of my knowledge that the statements in this report are true and accurate. The calculations follow guidelines set forth in ANSI/IEEE Std. C95.3, ANSI/IEEE Std. C95.1 and FCC OET Bulletin 65 Edition 97-01.

Report Prepared By:

Ram Acharya RF Engineer 1 C Squared Systems, LLC April 3, 2023 Date

Mait & Fand

Reviewed/Approved By:

Martin J. Lavin Senior RF Engineer C Squared Systems, LLC April 3, 2023 Date



#### **Attachment A: References**

<u>OET Bulletin 65 - Edition 97-01 - August 1997</u> Federal Communications Commission Office of Engineering & Technology

IEEE C95.1-2005, IEEE Standard Safety Levels With Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 3 kHz to 300 GHz IEEE-SA Standards Board

IEEE C95.3-2002 (R2008), IEEE Recommended Practice for Measurements and Computations of Radio Frequency Electromagnetic Fields With Respect to Human Exposure to Such Fields, 100 kHz-300 GHz IEEE-SA Standards Board



Frequency	Electric Field	Magnetic Field	Derror Derreiter (C)	A sugar a in a Time
Range	Strength (E)	Strength (E)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time $ E ^2$ , $ H ^2$ or S (minutes)
(MHz)	(V/m)	(A/m)	(III w/cIII)	$ \mathbf{E} ,  \mathbf{\Pi} $ of S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	$(900/f^2)^*$	6
30-300	61.4	0.163	1.0	6
300-1500	-	-	f/300	6
500-100,000	-	-	5	6

#### Attachment B: FCC Limits for Maximum Permissible Exposure (MPE)

#### (B) Limits for General Population/Uncontrolled Exposure<sup>5</sup>

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (E) (A/m)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time $ E ^2$ , $ H ^2$ or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	$(180/f^2)^*$	30
30-300	27.5	0.073	0.2	30
300-1500	-	-	f/1500	30
1500-100,000	-	-	1.0	30
,				

#### Table 3: FCC Limits for Maximum Permissible Exposure

<sup>&</sup>lt;sup>4</sup> Occupational/controlled limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure.

<sup>&</sup>lt;sup>5</sup> General population/uncontrolled exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or cannot exercise control over their exposure.



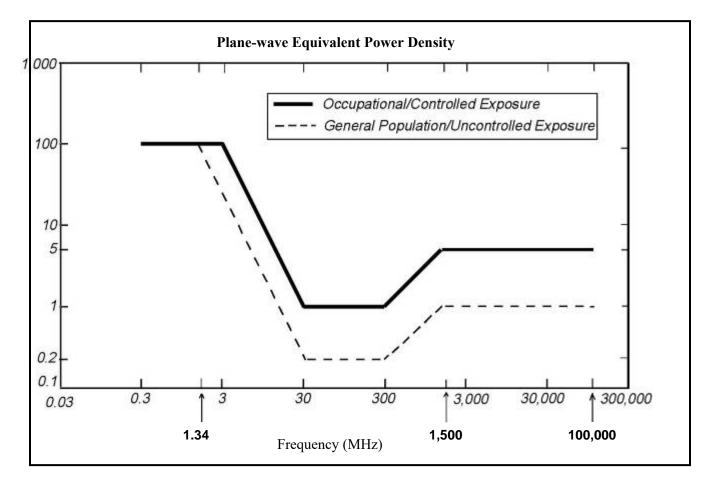


Figure 2: Graph of FCC Limits for Maximum Permissible Exposure (MPE)



### Attachment C: AT&T Mobility Antenna Model Data Sheets and Electrical Patterns

722 MHz		-90 -60
Manufacturer: Model #: Frequency Band: Gain: Vertical Beamwidth: Horizontal Beamwidth: Polarization: Dimensions (L x W x D):	Quintel QD8616-7 698-728 MHz 14.9 dBi 9.7° 72° ±45° 96" x 22" x 9.6"	
<b>739 MHz</b> Manufacturer: Model #: Frequency Band: Gain: Vertical Beamwidth: Horizontal Beamwidth: Polarization: Dimensions (L x W x D):	CCI OPA65R-BU8D 698-806 15.7 9.5 75 Dual Linear ±45 96" x 20.7" x 7.7"	-120 $-60$ $-30$
<b>763 MHz</b> Manufacturer: Model #: Frequency Band: Gain: Vertical Beamwidth: Horizontal Beamwidth: Polarization: Dimensions (L x W x D):	Quintel QD8616-7 758-798 MHz 15.2 dBi 9.1° 67° ±45° 96" x 22" x 9.6"	-90 -120 -60 -60 -30



Model #: Frequency Band: Gain: Vertical Beamwidth: Horizontal Beamwidth: Polarization:	CCI OPA65R-BU8D 824-896 16.6 8.0 63 Dual Linear ±45 96" x 20.7" x 7.7"	
<b>1900 MHz</b> Manufacturer: Model #: Frequency Band: Gain: Vertical Beamwidth: Horizontal Beamwidth: Polarization: Dimensions (L x W x D):	Quintel QD8616-7 1850-1990 MHz 17.2 dBi 6.2° 62° ±45° 96" x 22" x 9.6"	-90 -120 -60 -60 -30 -30 -150 -150 -150 -150 -150 -150 -150 -150 -150 -1000 -1000 -1000 -1000 -1000 -1000 -1000 -1000 -1000 -1000 -1000 -
2100 MHz Manufacturer: Model #: Frequency Band: Gain: Vertical Beamwidth: Horizontal Beamwidth: Polarization: Dimensions (L x W x D):	Quintel QD8616-7 2110-2180 MHz 17.5 dBi 5.5° 62° ±45° 96" x 22" x 9.6"	-120 -150 -150 -150 -150 -150 -150 -150 -150 -150 -100 $-1000-1000-1000-1000-1000-1000-1000-1000-1000$

# **ATTACHMENT 9**

August 30, 2023

#### <u>VIA CERTIFIED MAIL/</u> <u>RETURN RECEIPT REQUESTED</u>

Re: TowerNorth Development, LLC ("TowerNorth") Replacement of An Existing Wireless Telecommunication Tower Facility The City of Meriden <u>13 Pomeroy Avenue, Meriden, Connecticut</u>

Dear Sir or Madam:

We are writing to you on behalf of our client TowerNorth Development, LLC ("TowerNorth") in cooperation with New Cingular Wireless PCS, LLC ("AT&T") with respect to the above referenced matter and our client's intent to file a petition for a declaratory ruling with the State of Connecticut Siting Council for approval of a replacement of an existing municipal public safety communications tower with a new wireless telecommunications facility (the "Facility") located at 13 Pomeroy Avenue, City of Meriden, CT.

State law requires that record owners of property abutting a parcel on which a facility is proposed be sent notice of an applicant's intent to file a petition with the Siting Council.

Included with this letter please find a Notice of this submission and details of the proposal. Of note, the location, height and other features of the Facility are subject to review and potential change by the Connecticut Siting Council under the provisions of Connecticut General Statutes §16-50g <u>et seq</u>.

If you have any questions concerning this petition, please contact the Connecticut Siting Council or the undersigned after August 31, 2023, the date that the petition is expected to be on file.

Very truly yours,

Daniel Patrick Enclosure

#### NOTICE

Notice is hereby given, pursuant to Section 16-50j-40(a) of the Regulations of Connecticut State Agencies of a Petition being filed with the Connecticut Siting Council ("Siting Council") on or after August 31, 2023 by TowerNorth Development, LLC ("TowerNorth") in cooperation with New Cingular Wireless PCS, LLC ("AT&T"). TowerNorth seeks a declaratory ruling that no Certificate of Environmental Compatibility and Public Need ("Certificate") is required under Section 16-50k(a) of the Connecticut General Statutes ("C.G.S.") to replace and relocate an existing municipal public safety communications tower with a new wireless telecommunications facility.

The proposed telecommunications facility will be installed on the Fire Station Property located at 13 Pomeroy Avenue, in the City of Meriden, and identified on the City of Meriden's GIS as Map/Lot 1007-0322-0001-0000 (the "Property"). TowerNorth proposes to replace the City's existing public safety communications equipment lattice tower with a new 150' monopole facility with a 1,684 s/f fenced equipment compound enclosed by a 6'-tall chain link fence with barbed wire. Upon the monopole, AT&T proposes to mount 12 panel antennas at the centerline height of 141' above grade level. The proposed facility is expected to improve public safety communications capabilities in the area of the City of Meriden and along State Route 15 and I-91.

The Petition will provide additional details of the proposal and explain why TowerNorth submits that this proposed wireless communications facility presents no significant adverse environmental effects. The location, height, and other features of the proposal are subject to review and potential change under the provisions of Connecticut General Statutes Sections 16-50g et. seq.

Copies of the Petition will be available for review during normal business hours on or after August 31, 2023, at the following:

Connecticut Siting Council	City of Meriden
10 Franklin Square	Denise Grandy, City Clerk
New Britain, Connecticut 06051	City Hall
	142 East Main Street
	Meriden, CT 06450

or the offices of the undersigned. A copy of the Petition will also be available on the Connecticut Siting Council website: <u>https://www.ct.gov/cSc/site/default.asp</u> under Pending Matters. All inquiries should be addressed to the Connecticut Siting Council or to the undersigned.

Lucia Chiocchio, Esq. Daniel Patrick, Esq. Cuddy & Feder LLP 445 Hamilton Ave, 14th Floor White Plains, New York 10601 (914) 761-1300 Attorneys for the Petitioner

#### **CERTIFICATION OF SERVICE**

I hereby certify that on the 30<sup>th</sup> day of August 2023, a copy of the following letter and notice of the intended filing of a Petition with the Connecticut Siting Council for a declaratory ruling was sent by certified mail, return receipt requested, to the attached list of abutting property owners:

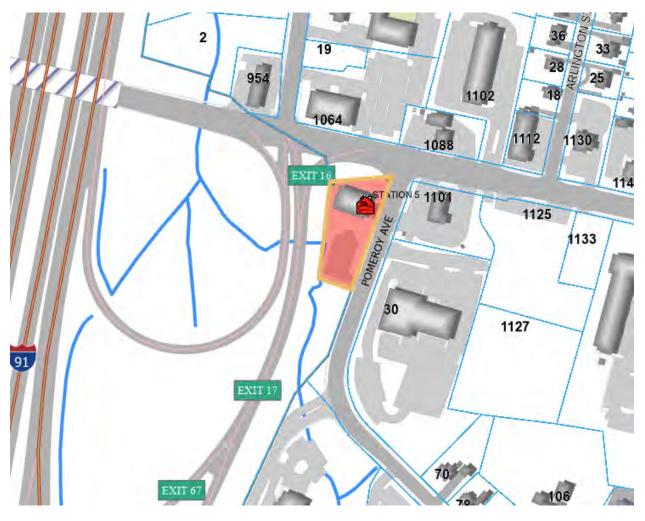
Dated: 8/30/2023

Cuddy & Feder LLP 45 Hamilton Avenue, 14<sup>th</sup> Floor White Plains, New York 10601 Attorneys for: TowerNorth Development, LLC

	Abutters
WS CLOVERLEAF LLC	WS CLOVERLEAF LLC
PO Box 447	1064 East Main Street
Guilford, CT 06437	Meriden, CT 06450
Joy Birdsey	Joy Birdsey
Linda Birdsey	Linda Birdsey
1100 East Main Street	1088 East Main Street
Meriden, CT 06450	Meriden, CT 06450
GETTY CT LEASING	GETTY CT LEASING
292 Madison Avenue, 9th Floor	1101 East Main Street
New York, NY 10017	Meriden, CT 06450
MEAN MR MUSTARD LLC	MEAN MR MUSTARD LLC
160 Middlesex Turnpike	30 Pomeroy Avenue
Bedford, MA 01730	Meriden, CT 06450
CITY OF MERIDEN	DEPARTMENT OF TRANSPORTATION
13 Pomeroy Avenue	GARRETT EUCALITTO, COMMISSIONER
Meriden, CT 06450	2800 Berlin Turnpike
	P.O. Box 317546
	Newington, Ct 06131

MBL	Owner		Address	City	NY	Zip Code
1007-333H-004E-0000	WS CLOVERLEAF LLC		PO BOX 447	Guilford	СТ	06437
1007-333H-004E-0000	WS CLOVERLEAF LLC		1064 East Main Street	Meriden	СТ	06450
1007-333H-004A-004B	Joy Birdsey	Linda Birdsey	1100 East Main Street	Meriden	СТ	06450
1007-333H-004A-004B	Joy Birdsey	Linda Birdsey	1088 East Main Street	Meriden	СТ	06450
1007-0335-0001-0002	GETTY CT LEASING		292 Madison Ave 9th Floor	New York	NY	10017
1007-0335-0001-0002	GETTY CT LEASING		1101 East Main Street	Meriden	СТ	06450
1007-0335-0028-028B	MEAN MR MUSTARD LLC		160 Middlesex Turnpike	Bedford	MA	01730
1007-0335-0028-028B	MEAN MR MUSTARD LLC		30 Pomeroy Avenue	Meriden	СТ	06450
1007-0322-0001-0000	CITY OF MERIDEN		13 Pomeroy Avenue	Meriden	СТ	06450
	Department of Transportation	Garrett Eucalitto, Commissoner	P.O. Box 317546	Newington	СТ	06131

#### Abutters Map



#### **CERTIFICATION OF SERVICE**

I hereby certify that on the 30<sup>th</sup> day of August 2023 a copy of the following notice of the intended filing of a Petition with the Connecticut Siting Council for a declaratory ruling was sent by certified mail, return receipt requested, to the list below:

Dated: 8/30/2023

Cuddy & Feder LLP 45 Hamilton Avenue, 14<sup>th</sup> Floor White Plains, New York 10601 Attorneys for: TowerNorth Development, LLC

**City of Meriden** 

MAYOR KEVIN SCARPATI CITY HALL 142 EAST MAIN STREET MERIDEN, CT 06450	PLANNING COMMISSION AND ZONING BOARD OF APPEALS CITY HALL – ROOM 132 142 EAST MAIN STREET MERIDEN, CT 06450
CONSERVATION COMMISSION INLAND WETLANDS AGENCY CITY HALL 142 EAST MAIN STREET MERIDEN, CT 06450	DENISE GRANDY, CITY CLERK CITY HALL 142 EAST MAIN STREET MERIDEN, CT 06450