# Connecticut Siting Council

# APPLICATION OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

TOWN OF CANAAN
FALLS VILLAGE FACILITY

**D**оскет **N**о. \_\_\_\_\_

MARCH 28, 2008



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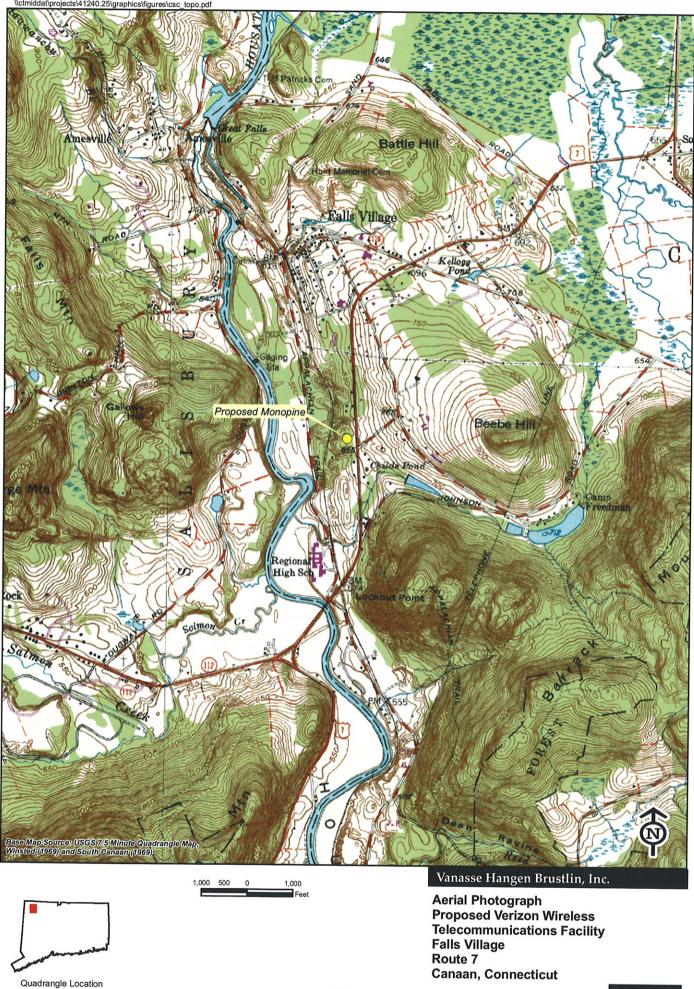
## **LIST OF ATTACHMENTS**

- 1. Falls Village Facility Factual Summary and Project Plans
- 2. Connecticut Siting Council Application Guide
- 3. Certificate of Service of Application on Government Officials and List of Officials Served
- 4. Legal Notice in the Register Citizen
- 5. Notice to Landowners; List of Abutting Landowners; Certificate of Service
- 6. Federal Communications Commission Authorization
- 7. Coverage Maps Location of Proposed and Surrounding Cell Sites
- 8. Antenna and Equipment Specifications
- 9. Site Search Summary
- 10. Visual Impact Evaluation Report
- 11. Environmental Reviews/State Agency Comments
- 12. Wetland Impact Report and Soils Report
- 13. Federal Airways & Airspace Summary Report
- 14. Lease Agreement between Cellco Partnership and the Falls Village Volunteer Fire Department

#### **EXECUTIVE SUMMARY**

Cellco Partnership d/b/a Verizon Wireless ("Cellco") proposes to construct a telecommunications tower and related facility on an approximately 7.15-acre parcel owned by the Falls Village Volunteer Fire Department, Inc. (the "FVFD") located at 188 Route 7 South in Falls Village, Town of Canaan, Connecticut (the "Falls Village Facility"). The property is the future site of the FVFD firehouse. The Falls Village Facility will provide coverage in the southwesterly portion of the Town of Canaan, particularly along the Route 7 and portions of Routes 112 and 126, as well as local roads in the Falls Village area.

At the request of the Town of Canaan, Cellco proposes the construction of a 150-foot monopole tower disguised as a pine tree. Cellco will install twelve (12) panel-type antennas, with their centerline at the 150-foot level on the tower. Simulated branches will extend seven feet above the top of the tower structure. Town of Canaan emergency service antennas will extend off the top of the tower. Cellco would also install a 12' x 30' shelter located near the base of the tower to house its radio equipment and a back-up generator. Access to the Falls Village Facility would extend from Route 7.







Aerial Photograph Proposed Verizon Wireless Telecommunications Facility Falls Village Route 7 Canaan, Connecticut

# STATE OF CONNECTICUT CONNECTICUT SITING COUNCIL.

IN RE:	:	
	:	
APPLICATION OF CELLCO PARTNERSHIP	:	DOCKET NO.
D/B/A VERIZON WIRELESS FOR A	:	
CERTIFICATE OF ENVIRONMENTAL	:	
COMPATIBILITY AND PUBLIC NEED FOR	:	
THE CONSTRUCTION, MAINTENANCE	:	
AND OPERATION OF A WIRELESS	:	
TELECOMMUNICATIONS FACILITY ON	:	
PROPERTY OF THE FALLS VILLAGE	:	
VOLUNTEER FIRE DEPARTMENT, INC.,	;	
188 ROUTE 7 SOUTH, FALLS VILLAGE,	:	
CONNECTICUT	:	MARCH 28, 2008

# APPLICATION FOR CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED

# I. <u>INTRODUCTION</u>

#### A. Authority and Purpose

This Application and the accompanying attachments (collectively, the "Application") is submitted by Cellco Partnership d/b/a Verizon Wireless ("Cellco" or the "Applicant"), pursuant to Chapter 277a, Sections 16-50g et seq. of the Connecticut General Statutes ("C.G.S."), as amended, and Sections 16-50j-1 et seq. of the Regulations of Connecticut State Agencies ("R.C.S.A."), as amended. The Application requests that the Connecticut Siting Council ("Council") issue a Certificate of Environmental Compatibility and Public Need ("Certificate") for the construction, maintenance, and operation of a wireless telecommunications facility, in the Falls Village Section of the Town of Canaan, Connecticut (the "Falls Village Facility"). The proposed Falls Village Facility would provide for much needed wireless telecommunications

coverage along Route 7 and portions of Routes 112 and 126, as well as local roads in the southwesterly portion of the Town of Canaan. Cellco currently experiences a significant gap in coverage between its existing Sharon North facility to the south and North Canaan facility to the north. Cellco's existing Sharon North cell site consists of antennas at the top of a 130-foot tree tower at 477 Route 7 in Sharon, Connecticut. Cellco's existing North Canaan cell site consists of antennas at the 168-foot level on the 195-foot tower off Lower Road in North Canaan. The proposed Falls Village Facility will provide reliable service to a 2.6 mile portion of Route 7, a 1.1 mile portion of Route 112, a 1.2 mile portion of Route 126 and an overall area of 2.92 square miles at PCS frequencies.

The Falls Village Facility would be located in the center of a 7.15-acre parcel at 188 Route 7 South in Falls Village (the "Property"). The Property is located in the Town's Residential/Agricultural zone district, and is the future home of the FVFD firehouse

Cellco will construct a 150-foot self-supporting monopole telecommunications tower at the Property. At the top of the tower, Cellco would install a total of twelve (12) panel-type antennas. At the request of the Town and the FVFD, the tower will be disguised as a pine tree. Simulated branches will extend seven feet above the top of the tower for an overall height of 157 feet above ground level ("AGL"). Town and FVFD antennas would extend off the top of the tower. Equipment associated with the antennas would be located in a 12' x 30' shelter installed near the base of the tower. Access to the cell site would extend from Route 7 over a new gravel driveway. In the future, after construction of the Falls Village firehouse, access to the tower site

<sup>&</sup>lt;sup>1</sup> As depicted on the coverage plots behind <u>Tab 7</u>, coverage from the proposed Falls Village Facility will connect with coverage from Cellco's Sharon North facility to the south but will not connect with coverage from Cellco's North Canaan facility to the north. An additional cell site is planned at a location approximately 3.5 miles south of the North Canaan cell site along Route 7. A future facility in this area would complete coverage along Route 7 between the proposed Falls Village and existing North Canaan facilities.

would extend through the new FVFD parking area. Both the tower and leased area will be designed to accommodate additional carriers as well as municipal and FVFD emergency services antennas and equipment. As of the date of this filing no other wireless carriers have committed to share the proposed facility.

Cellco's equipment shelter would house radio and related equipment, including (a) receiving, transmitting, switching, processing and performance monitoring equipment; and (b) automatic heating and cooling equipment. A diesel-fueled generator would also be installed within a segregated generator room within the shelter for use during power outages and periodically for maintenance purposes.

The tower and equipment shelter would be enclosed by an 8-foot high security fence and gate. Cellco's equipment building would be equipped with a silent intrusion and systems alarm and will be monitored on a 24-hour basis to receive and to respond to incoming alarms or other technical problems. The equipment building would remain unstaffed, except as required for maintenance. Once the cell site is operational, maintenance personnel will visit the cell site on a monthly basis. More frequent visits may be required if there are problems with the cell site equipment.

Included in this Application as <u>Attachment 1</u> is a factual summary and project plans for the proposed Falls Village Facility. This summary, along with the other attachments submitted as part of this Application, contains all of the site-specific information required by statute and the regulations of the Council.

In accordance with Paragraph I(F) of the Council's "Application Guide" for Community

Antenna Television and Telecommunication Towers, a copy of the Application Guide is included as <a href="Attachment 2">Attachment 2</a>. The Application Guide contains references to the specific pages of this

Application and the attachments where the information required under Section VI of the Application Guide may be found.

## B. The Applicant

Cellco is a Delaware Partnership with an administrative office located at 99 East River Drive, East Hartford, CT, 06108. Cellco is licensed by the Federal Communications Commission ("FCC") to operate a wireless telecommunications system in the State of Connecticut within the meaning of C.G.S. Section 16-50i(a)(6). Operation of the wireless telecommunications systems and related activities are Cellco's sole business in the State of Connecticut.

Cellco has extensive national experience in the development, construction and operation of wireless telecommunications systems and the provision of wireless telecommunications service to the public.

Correspondence and/or communications regarding this Application may be addressed to:

Sandy Carter, Regulatory Manager Verizon Wireless 99 East River Drive East Hartford, Connecticut 06108

A copy of all such correspondence or communications should also be sent to the applicant's attorneys:

Robinson & Cole LLP 280 Trumbull Street Hartford, Connecticut 06103-3597 (860) 275-8200 Attention: Kenneth C. Baldwin, Esq.

## C. <u>Application Fee</u>

The estimated total construction cost for the Falls Village Facility would be less than \$5,000,000. Therefore, pursuant to Section 16-50v-1a(b) of the Regulations of Connecticut State

Agencies, an application fee of \$1,000 accompanies this Application in the form of a check payable to the Council.

# II. SERVICE AND NOTICE REQUIRED BY C.G.S. SECTION 16-501(b)

Copies of this Application have been sent by certified mail, return receipt requested, to municipal, regional, state and federal officials, pursuant to C.G.S. Section 16-50*l*(b). A certificate of service, along with a list of the parties served with a copy of the Application, is included as Attachment 3.

Notice of Cellco's intent to submit this Application was published on March 24 and 25, 2008, by Cellco in the *Register Citizen* pursuant to C.G.S. Section 16-50*l*(b). A copy of the published legal notice is included as <u>Attachment 4</u>. A copy of the publisher's affidavit or certificate of publication will be submitted to the Council as soon as it is available.

Attachment 5 contains a certification that notices were sent to each person appearing of record as an owner of property that may be considered to abut the Property in accordance with C.G.S. Section 16-50*l*(b), as well as a list of the property owners to whom such notice was sent and a sample notice letter.

# III. REQUIRED INFORMATION: PROPOSED WIRELESS FACILITY

The purpose of this section is to provide an overview and general description of the wireless facility proposed to be installed at the Property.

#### A. General Information

Prior to the 1980's, mobile telephone service was characterized by insufficient frequency availability, inefficient use of available frequencies and poor quality of service. These limitations generally resulted in problems of congestion, blocking of transmissions, interference, lack of coverage and relatively high cost. Consequently, the FCC, in its Report and Order released May 4,

1981 in FCC Docket No. 79-318, recognized the public need for technical improvement, wide-area coverage, high quality service and a degree of competition in mobile telephone service.

More recently, the federal Telecommunications Act of 1996 (the "Act") emphasized and expanded on these aspects of the FCC's 1981 decision. Among other things, the Act recognized an important nationwide public need for high-quality wireless telecommunication services of all varieties. The Act also expressly promotes competition and seeks to reduce regulation in all aspects of the telecommunications industry in order to foster lower prices for consumers and to encourage the rapid deployment of new telecommunications technologies.

Cellco's proposed Falls Village Facility would be part of the expanding wireless telecommunications network envisioned by the Act and has been developed to help meet these nationwide goals. In particular, Cellco's system has been designed, and the cell sites proposed in this Application have been selected, so as to maximize the geographical coverage and quality of service while minimizing the total number of cell sites required.

Because the FCC and the United States Congress have determined that there is a pressing public need for high-quality wireless telecommunications service nationwide, the federal government has preempted the determination of public need by states and municipalities, including the Council, with respect to public need for the service to be provided by the proposed facility. In addition, the FCC has promulgated regulations containing technical standards for wireless systems, including design standards, in order to ensure the technical integrity of each system and nationwide compatibility among all systems. State and local regulation of these matters is likewise preempted. The FCC has also exercised its jurisdiction over and preempted state and local regulation with respect to radio frequency interference issues by establishing regulations in this area as well.

Pursuant to FCC authorizations, Cellco has constructed and currently operates a wireless system throughout Connecticut. This system, together with Cellco's system throughout its east coast and nationwide markets, has been designed and constructed to operate as one integrated, contiguous system, consistent with Cellco's business policy of developing compatibility and continuity of service on a regional and national basis.

Included as <u>Attachment 6</u> is a copy of the FCC's authorization issued to Cellco for its wireless service in Litchfield County Connecticut. The FCC's rules permit a licensee to modify its system, including the addition of new cell sites, without prior approval by the FCC, as long as the licensee's authorized service area is not enlarged. The Falls Village Facility would not enlarge Cellco's authorized service area.

## B. Public Need and System Design

#### 1. Public Need

As noted above, the Act has pre-empted any state or local determination of public need for wireless services. In Litchfield County, Cellco holds an FCC License to provide PCS service. Pursuant to its FCC Licenses, Cellco has developed and continues to develop a network of cell sites to serve the demand for wireless service in the area. Cellco's network currently provides coverage in Canaan and the surrounding areas from its existing Sharon North cell site at 477 Route 7 in Sharon and North Canaan cell site off Lower road in North Canaan. Plots showing coverage from Cellco's existing facilities alone and together with the coverage from the proposed Falls Village Facility are included as Attachment 7.<sup>2</sup>

<sup>&</sup>lt;sup>2</sup> As discussed above, Cellco's network design plan along Route 7 includes an additional cell site designed to fill a coverage gap that would remain along Route 7 between the proposed Falls Village Facility and the existing North Canaan facility. (See <u>Attachment</u> 7).

# 2. System Design and Equipment

#### a. System Design

Cellco's wireless system in general and the proposed Falls Village Facility, in particular, have been designed and developed to allow Cellco to achieve and to maintain high quality, reliable wireless service without interruption from dropped calls and interference.

The system design provides for frequency reuse and hand-off, is capable of orderly expansion and is compatible with other wireless systems. The resulting quality of service compares favorably with the quality of service provided by conventional wireline telephone service. The wireless system is designed to assure a true cellular configuration of base transmitters and receivers in order to cover the proposed service area effectively while providing the highest quality of service possible. Cell site transmissions are carefully tailored to the FCC's technical standards with respect to coverage and interference and to minimize the amount of power that is radiated.

Mobile telephone switching offices ("MTSOs") in Windsor and Wallingford are interconnected and operate Cellco's wireless systems in Connecticut as a single network, offering the subscriber uninterrupted use of the system while traveling throughout the State. This network is further interconnected with the local exchange company ("LEC") and inter-lata (long distance) carriers network.

Cellco has designed its wireless system in conformity with applicable standards and constraints for wireless systems. Cellco's system is also designed to minimize the need for additional cell sites in the absence of additional demand or unforeseen circumstances.

# b. <u>Cellular System Equipment</u>

The key elements of the cellular system are the two MTSOs located in Windsor and Wallingford and the various connector cell sites around the state. Cellco's CDMA wireless

networks are deployed on two platforms: the earlier AUTOPLEX system, using Series II base stations, and the newer FLEXENT CDMA system, using smaller, more compact modular base stations. Because the Series II base stations are no longer manufactured, the newer CDMA systems, using smaller, more compact modular base stations are used for all current installations.

The major electronic components of each cell site are radio frequency transmission and receiving equipment and cell site controller equipment. Cellco's cellular system uses Lucent Flexent® Modular Cell 4.0B cell site equipment to provide complete cell site control and performance monitoring. This equipment is capable of expanding in modules to meet system growth needs. The cell site equipment primarily provides for: message control on the calling channel; call setup and supervision; radio frequency equipment control; internal diagnostics; response to remote and local test commands; data from the mobile or portable unit in both directions and on all channels; scan receiver control; transmission of power control commands; rescanning of all timing; and commands and voice channel assignment. Additional information with respect to the Lucent Flexent® Modular Cell 4.0B equipment is contained in Attachment 8.

# 3. <u>Technological Alternatives</u>

Cellco submits that there are no equally effective technological alternatives to the proposal contained herein. In fact, Cellco's wireless system represents state-of-the-art technology offering high-quality service. Cellco is aware of no viable and currently available alternatives to its system design for carriers licensed by the FCC.

# C. <u>Site Selection and Tower Sharing</u>

#### 1. <u>Cell Site Selection</u>

Cellco's goal in selecting cell sites such as the one proposed here is to locate its facility in such a manner as to allow it to build and to operate a high-quality wireless system with the least

environmental impact. Cellco has determined that the proposed Falls Village Facility will satisfy this goal and is necessary to resolve existing significant coverage problems and to provide high-quality reliable service along portions of Route 7, Route 112 and Route 126, as well as local roads in the Falls Village area.

The methodology of cell site selection for Cellco's wireless system generally limits the search for possible locations to specific locations on the overall grid for the area. A list of existing towers or other non-tower structures considered is included in <a href="Attachment 9">Attachment 9</a>. Cellco currently shares the existing SBA tree tower located at 477 Route 7 in Sharon and the Litchfield County Dispatch ("LCD") tower off Lower Road in North Canaan. (See <a href="Attachment 7">Attachment 7</a>). These existing sites cannot resolve the significant coverage problems in Falls Village, particularly along Routes 7, 112 and 126. Cellco also regularly investigates the use of existing, non-tower structures in an area, when available, as an alternative to building a new tower. No existing non-tower structures of suitable height exist in the Falls Village area. The site search summary together with the site information contained in <a href="Attachment 1">Attachment 1</a> support Cellco's position that the site selected represents the most feasible alternative of the sites investigated.

#### 2. Tower Sharing

Cellco will design its Falls Village Facility tower and compound area so that it could be shared by a minimum of four wireless carriers, together with the FVFD and the Town. This type of tower sharing arrangement would reduce, if not eliminate, the need for these other carriers or municipal entities to develop a separate tower in this same area in the future. As of the date of this filing, no other carrier has expressed any interest in the Falls Village Facility.

The FVFD intends to install emergency service antennas on the Falls Village tower. Cellco has agreed to provide access to the tower at no cost. Cellco has also agreed to make ground space in the compound available to the FVFD, if needed.

#### D. Cell Site Information

#### 1. Site Facilities

At the Falls Village Facility, Cellco would construct a new 150-foot tall tower, disguised as a pine tree and install twelve (12) panel-type directional antennas at the top of the tower. Simulated branches will extend an additional seven (7) feet above the top of the tower for an overall height of 157 feet AGL. Cellco would install a 12' x 30' single-story shelter near the base of the tower to house Cellco's receiving, transmitting, switching, processing and performance monitoring equipment and the required heating and cooling equipment. A diesel-fueled back-up generator would be installed within a segregated room in Cellco's equipment shelter for use during power outages and periodically for maintenance purposes. The tower and equipment shelter would be surrounded by an 8-foot high security fence and gate. (See Attachment 1).

The equipment shelter would be equipped with silent intrusion and systems alarms. Cellco personnel will be available on a 24-hour basis to receive and to respond to incoming alarms. The equipment building will remain unstaffed, except as required for periodic maintenance purposes.

#### 2. Overall Costs and Benefits

Aside from the limited visual impacts discussed further below, Cellco believes that there are no significant costs attendant to the construction, maintenance, and operation of the proposed cell site. In fact, the public will benefit substantially from its increased ability to receive high-quality,

reliable wireless service in Canaan.<sup>3</sup> The Falls Village Facility would be a part of a communications system that addresses the public need identified by the FCC and the United States Congress for high-quality, competitive mobile and portable wireless service. Moreover, the proposed cell site would be part of a system designed to limit the need for additional cell sites in the future.

The overall costs to Cellco for development of the proposed cell site are set forth in Section III.E. of the Application.

# 3. Environmental Compatibility

Pursuant to Section 16-50p of the General Statutes, in its review of the Application, the Council is required to find and to determine, among other things, the nature of the probable environmental impact, including a specification of every significant adverse effect of the Falls Village Facility, whether alone or cumulatively with other effects, on, and conflicting with the policies of the state concerning the natural environment, ecological balance, public health and safety, scenic, historic and recreational values, forests and parks, air and water purity and fish and wildlife.

#### a. Primary Facility Impact is Visual

The wireless system of which the proposed Falls Village Facility would be a part has been designed to meet the public need for high-quality, reliable wireless service while minimizing any potential adverse environmental impact. In part because there are few, if any other adverse impacts,

<sup>&</sup>lt;sup>3</sup> Businesses across the State have become more dependent on wireless telecommunication services. The public safety benefits of wireless telephone service are illustrated by the improved Connecticut State Police 911 emergency calling system. The 911 emergency calling system is available statewide to all wireless telephone users. Numerous other emergency service organizations have turned to wireless telephone service for use during natural disasters and severe storms when wireline service is interrupted or unavailable. As a deterrent to crime, the general public will further benefit from the Cellular Telecommunications Industry Association's donation of more than 50,000 cellular phones to "Neighborhood Watch" groups nationwide.

the primary impact of facilities such as this is visual. This visual impact will vary from location to location around a tower, depending upon factors such as vegetation, topography, the distance of nearby properties from the tower and the location of buildings and roadways in a "sight line" toward the tower. Similarly, visual impact of a tower facility can be further reduced through the proper use of alternative tower structures; so-called "stealth installations." Where appropriate, telecommunications towers camouflaged as trees, flagpoles, and bell towers, to name a few, can help to further reduce visual impacts associated with these structures. At the request of the Town and the FVFD, Cellco is proposing the installation of a tree tower to the Council for its consideration. Attachment 10 contains a detailed Visual Resource Evaluation Report, prepared by VHB, Inc. (the "VHB Report") that assesses the visual impact of the proposed tower and includes photosimulations of the tree tower at this site for the Council's consideration. Overall, VHB concludes that areas where the tower would be visible above the tree canopy are limited to approximately 24 acres, or less than one half of one percent of the 8,042-acre study area. Areas where seasonal views are anticipated comprise approximately 46 additional acres. Most of the visibility associated with the Falls Village Facility occurs within the immediate vicinity of the cell site, generally within 1/4 mile. At least partial year-round views may be possible from select portions of approximately five (5) residential properties, three located in the Beebe Hill Road/Six Rod Road area and two located along Route 112. These views are largely mitigated by the stealth design of the tower.

There are approximately 6 residences within 1,000 feet of the Falls Village Facility. The closest residence is located approximately 706 feet to the east.

Weather permitting, Cellco will raise a balloon with a diameter of at least three (3) feet at the proposed cell site on the day of the Council's hearing on this Application, or at a time otherwise specified by the Council.

# b. Environmental Reviews and Agency Comments

Section 16-50j of the General Statutes requires the Council to consult with and to solicit comments on the Application from the Commissioners of the Departments of Environmental Protection, Public Health, Public Utility Control, Economic Development, and Transportation, the Council on Environmental Quality, and the Office of Policy and Management, Energy Division. In addition to the Council's solicitation of comments, Cellco, as a part of its National Environmental Policy Act ("NEPA") Checklist, solicits comments on the proposed facility from the U.S.

Department of the Interior, Fish and Wildlife Service ("USFWS"), Environmental and Geographic Information Center of the Connecticut Department of Environmental Protection ("DEP") and the Connecticut Historical Commission, State Historic Preservation Officer ("SHPO"). USFWS and DEP comments regarding impacts on known populations of Federal or State Endangered,

Threatened or Special Concern Species occurring at the proposed site are included in Attachment

11. The USFWS has determined that there are no federally-listed or proposed, threatened or endangered species or critical habitat known to occur at the Property that might impact the Falls

Village Facility. (See Attachment 11 – USF&W response letter dated October 4, 2007).

In its comment letter dated November 15, 2007, the DEP stated that there are records of a State Endangered *Lota Lota* (burbot) from the "nearby Hollenbeck River". The DEP also stated that there were records for Special Concern species (Savannah Sparrow) from this part of Canaan. The DEP goes on to state that the project is not in conflict with any known population of Statelisted plant species. DEP Biologist/Environmental Analyst, Dawn McKay, forwarded VHB's

correspondence to DEP Wildlife Biologist, Jenny Dickson. Upon further review by Ms. Dickson, it was determined that, based on the description of the property, the project is unlikely to have a direct negative impact on the Savannah Sparrow. Lastly, VHB responded to the DEP regarding its reference to the Hollenbeck River. The Hollenbeck River is located approximately 2 miles north of the FVFD site. In a letter dated March 18, 2008, the DEP confirmed that due to the distance from the Hollenbeck River, the FVFD Facility will not effect the State Endangered burbot. (See <a href="https://distance.org/hollenbeck-nice-negative-negat

This review by state administrative agencies furnishes ample expert opinion on the potential environmental impacts from the Falls Village Facility, in the context of the criteria which the Council must consider.

# c. Non-Ionizing Radio Frequency Radiation

The FCC has adopted a standard for exposure to Radio Frequency ("RF") emissions from telecommunications facilities like the one proposed in this Application. To ensure compliance with the applicable standards, Cellco has performed maximum power density calculations for the proposed cell site according to the methodology prescribed by the FCC Office of Engineering and Technology Bulletin No. 65E, Edition 97-01 (August 1997) ("OET Bulletin 65"). The calculation is a conservative, worst-case approximation for RF power density levels at the closest accessible point to the antennas, in this case the base of the tower, and with all antennas transmitting simultaneously on all channels at full power. The calculations indicate that the maximum power density level for Cellco antennas would be 2.33% of the Standard at the Falls Village Facility.

# d. Other Environmental Issues

No sanitary facilities are required for the Falls Village Facility. The operations at the proposed site will not cause any significant air, water, noise or other environmental impacts, or hazard to human health.

Based on agency comments received and field investigations by Cellco's project team,

Cellco submits that the proposed facility will have no significant adverse effect on scenic, natural,
historic or recreational features, and that none of the potential effects from the Falls Village Facility
alone or cumulatively with other effects is sufficient reason to deny this Application.

# 4. Consistency with Local Land Use Controls

The Council Application Guide for Community Antenna Television and Telecommunication Facilities, as amended on February 16, 2007, requires the inclusion of a narrative summary of the project's consistency with the Town's Plan of Development and Zoning Regulations, as well as a description of planned and existing uses of the site location and surrounding properties.

#### a. Planned and Existing Land Uses

The proposed Falls Village Facility would be located on a 7.15-acre parcel owned by the FVFD. The Property is zoned Residential/Agricultural and is the future site of the FVFD's new firehouse. The Property is surrounded by undeveloped woodlands, low-density residential and industrial uses.

# b. <u>Canaan Town Plan of Conservation and Development</u>

The Town of Canaan 2002 Plan of Conservation and Development (the "POCD") does not specifically identify telecommunications towers as a land use consistent or inconsistent with the general planning or conservation policies of the Town of Canaan. The POCD does recognize

the Town's need to develop a new firehouse at the Property to enhance public safety. The proposed telecommunications facility will further enhance the Town's efforts to improve public safety.

#### c. Zoning Regulations

According to the Town Zoning Map, the Property is located in the Residential/Agricultural zone. The Town has established Telecommunications Facilities regulations, found in Section 6.6 of the Zoning Regulations. Pursuant to Section 6.6.B.6 of the Zoning Regulations, any new tower or antenna regulated and approved by the Council is permitted as of right. New towers not regulated by the Council, located on Town-owned land or used principally for public safety purposes are permitted by Special Permit. The Telecommunications Facilities regulations do not establish specific setbacks for the proposed tower or related equipment shelter beyond those that may apply to the underlying zone. The proposed tower will be setback more than 200 feet from all property lines. The Falls Village Facility tower radius does not extend onto adjacent properties. (See Attachment 1 – Plan Sheet C-1A).

According to Michael O'Neil, Canaan's Zoning Officer, the Property is within the Housatonic River Overlay Zone-Outer Corridor. All uses permitted in the Zoning Regulations are permitted in the "outer corridor" area subject to the standards of Section 4.1.E.2. Four (4) copies of the Canaan Zoning Regulations were filed, in bulk, with the Council. The Zoning Regulations do not contain any siting preferences for telecommunications facilities.

# d. Inland Wetland and Water Course Regulations

The Town of Canaan Wetlands and Water Course ("Wetlands") Regulations define regulated activity as any operation or activity within, or use of, a wetland or watercourse area. Four (4) copies of the Canaan Wetlands Regulations were filed, in bulk, with the Council.

Dean Gustafson, Professional Soil Scientist with VHB, Inc., conducted a field investigation and completed a Wetlands Delineation Report (the "Wetlands Report") for the Falls Village Facility. According to the Wetlands Report, no wetlands were identified within 200 feet of the proposed Falls Village Facility. A seasonal intermittent watercourse was identified along the south boundary of the Property, approximately 240 feet south of the facility compound. A second seasonal intermittent watercourse was identified along the north boundary of the Property approximately 260 feet north of the facility compound. Mr. Gustafson has concluded that the development of the proposed Falls Village Facility will not adversely effect either of these intermittent watercourses. Copies of the Wetlands Impact Analysis and Wetlands Report are included in <a href="https://example.com/Attachment 12">Attachment 12</a>.

In accordance with the Connecticut Soil Erosion Control Guidelines, as established by the Council for Soil and Water Conservation, adequate and appropriate soil erosion and sedimentation control measures will be established and maintained throughout the cell site construction period. In addition, Cellco will employ appropriate construction management practices to ensure that no pollutants would be discharged to any nearby watercourse or wetland areas or to area groundwater during the construction process.

According to the Federal Emergency Management Agency Flood Insurance Rate Map ("FIRM"), Community Panel Number 0900440012B (Revised September 2, 1988), the Facility would be located in Flood Zone X. A copy of the FIRM is also included in Attachment 12.

# 5. Local Input

Section 16-50½(e) of the Connecticut General Statutes, as amended, requires local input on matters before the Council. On October 23, 2007, Cellco commenced the sixty (60) day municipal consultation process. Cellco representatives met with First Selectman Patricia Allyn Mechare. Section 16-50½(e) of the Connecticut General Statutes, as amended, requires local input on matters before the Council. First Selectman Mechare received copies of technical information summarizing Cellco's plans to establish a telecommunications facility at the FVFD in the Falls Village section of Canaan. Copies of Cellco's technical information were also sent to Curtis G. Rand, First Selectman for the Town of Salisbury.

# 6. Consultations With State and Federal Officials

Attachment 11 and Section III.D. of the Application describe Cellco's consultations with state and federal officials regarding Cellco's proposed Falls Village Facility.

# a. <u>Federal Communications Commission</u>

The FCC did not review this particular proposal. As discussed above, FCC approval is not required where the authorized service area is not enlarged.

#### b. Federal Aviation Administration

As with all of its tower applications, Cellco has conducted the appropriate air-space analysis for the proposed Falls Village Facility to determine if the proposed tower would constitute an obstruction or hazard to air navigation. Cellco's analysis has confirmed, pursuant to FAA standards and guidelines, that the proposed site tower would not constitute an obstruction or hazard to air navigation and therefore no obstruction marking or lighting would be required. A copy of the Federal Airways & Airspace Summary Report is included in Attachment 13.

#### c. <u>United States Fish and Wildlife Service</u>

According to the USFWS, there are no federally-listed or proposed, threatened or endangered species or critical habitat known to occur in the project area. (See USFWS letter dated October 4, 2007 in <a href="https://example.com/Attachment 11">Attachment 11</a>).

#### d. National Park Service

Pursuant to the requirements of Section 106 of the National Historic Preservation Act associated with the NEPA review process, Cellco representatives contacted the Appalachian Trail Conservancy and invited them to comment on the proposed Falls Village Facility. On October 31, 2007, at the request of Donald Owen, Environmental Protection Specialist with the National Park Service ("NPS"), Cellco conducted a balloon float and organized a site visit with NPS officials to assess potential visibility of the Falls Village Facility from the Appalachian Trail. Following the site visit, Mr. Owen inquired as to Cellco's willingness to plant approximately 25 trees along a portion of the Appalachian Trail to screen certain views along the trail toward the tower.

According to Mr. Owen, after the Falls Village Facility is constructed, he or other NPS officials would work with Cellco to decide where best to plant these trees. Cellco is committed to working with the NPS to address these issues.

# e. <u>Connecticut Department of Environmental Protection</u>

# (1) Environmental and Geographic Information Center

As discussed above based on a review of the DEP/NDDB, the project will not impact any known occurrences of State listed species or significant natural communities.

# (2) Bureau of Air Management

Pursuant to R.C.S.A. § 22a-174-3, the on-site emergency back-up generator proposed as a part of this Application will require the issuance of a permit from the DEP Bureau of Air

Management. As proposed, this emergency generator will be run only during the interruption of utility service to the cell site and periodically as required for maintenance purposes. Cellco will obtain the necessary permit prior to installing the generator at the Falls Village Facility.

# f. Connecticut State Historic Preservation Officer

As discussed above, <u>Attachment 11</u> also includes the SHPO's determination that the proposed Falls Village Facility will have <u>no adverse effect</u> on cultural resources eligible or listed on the National Register of Historic Places.

# E. Estimated Cost and Schedule

### 1. Overall Estimated Costs

The total estimated cost of construction of the proposed facility is \$765,000. This estimate includes:

(1)	Cell site radio equipment of approximately	\$450,000
(2)	Tower, coax and antenna costs of approximately	150,000
(3)	Power systems costs of approximately	20,000
(4)	Equipment building costs of approximately	50,000
(5)	Miscellaneous costs (including site preparation and installation) of approximately <sup>4</sup>	95,000

# 2. Overall Scheduling

Site preparation and engineering would commence following Council approval of Cellco's Development and Maintenance ("D & M") plan and are expected to be completed within two to four weeks. Due to the delivery schedules of the manufacturers, installation of the building and

<sup>&</sup>lt;sup>4</sup> This cost estimate assumes that Cellco would construct its facility prior to the development of the Falls Village Firehouse. If construction of the Firehouse precedes Cellco's site development these miscellaneous costs could be reduced to \$80,000.

installation of the tower are expected to take an additional two weeks. Equipment installation is expected to take an additional two weeks after installation of the building and installation of the tower. Cell site integration and system testing is expected to require two weeks after equipment installation.

## IV. <u>CONCLUSION</u>

Based on the facts contained in this Application, Cellco submits that the establishment of the Falls Village Facility, at the Property will not have any substantial adverse environmental effects. A public need exists for high quality reliable wireless service in the Town of Canaan and throughout Litchfield County, as determined by the FCC and the United States Congress, and a competitive framework for providing such service has been established by the FCC and the Telecommunications Act of 1996. Cellco submits that the public need far outweighs any possible environmental effects resulting from the construction of the proposed cell site. Moreover, the cell site proposed in this Application will help to provide a level of service in the area that is commensurate with the public demand currently and in the foreseeable future.

WHEREFORE, Cellco respectfully requests that the Council grant this Application for a Certificate of Environmental Compatibility and Public Need for the proposed Falls Village Facility.

Respectfully submitted,

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

Kenneth C. Baldwin, Esq.

Robinson & Cole LLP 280 Trumbull Street

Hartford, Connecticut 06103-3597

(860) 275-8200

Attorneys for the Applicant

		energies (

# FALLS VILLAGE

188 Route 7 South Falls Village, Connecticut

Description of Proposed Cell Site

Cellco Partnership d/b/a Verizon Wireless 99 East River Drive East Hartford, CT 06108

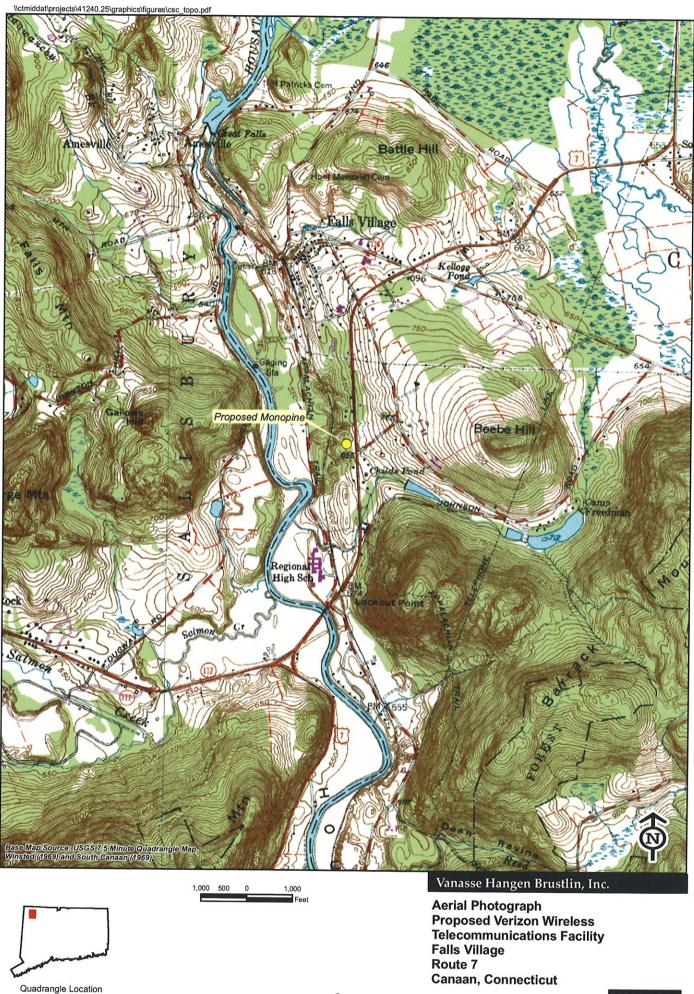
# TABLE OF CONTENTS

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U.S.G.S. TOPOGRAPHIC MAP	2
AERIAL PHOTOGRAPH	3
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SITE NAME: FALLS VILLAGE - 188 Route 7 South, Falls Village, CT

#### GENERAL CELL SITE DESCRIPTION

The proposed cell site would be located in the center of an approximately 7.15-acre parcel located at 188 Route 7 South in Falls Village, Connecticut (the "Property"). The Property is owned by the Falls Village Volunteer Fire Department ("FVFD") and is the site of the future FVFD firehouse. The facility would consist of a 150-foot telecommunications tower, disguised as a pine tree, and a 12' x 30' equipment shelter located near the base of the tower (the "Falls Village Facility"). Simulated branches will extend an additional seven feet above the top of the tower to an overall height of 157-feet above ground level. Cellco antennas would be mounted at the top of the tower with their centerline at the 150-foot level. Vehicular access to the site and utility service would extend from Route 7.





Quadrangle Location

Proposed Verizon Wireless
Telecommunications Facility
Falls Village
Route 7 Canaan, Connecticut

#### SITE EVALUATION REPORT

# SITE NAME: FALLS VILLAGE - 188 Route 7 South, Falls Village, CT

#### I. LOCATION

- A. <u>COORDINATES</u>: 41°-56'-40.40" N 73°-21'-37.73" W
- B. GROUND ELEVATION: Approximately 655± feet AMSL
- C. <u>USGS MAP</u>: South Canaan, CT
- D. <u>SITE ADDRESS</u>: 188 Route 7 South, Falls Village, CT
- E. <u>ZONING WITHIN 1/4 MILE OF SITE</u>: Land within 1/4 mile of the cell site is zoned Residential/Agricultural.

#### II. DESCRIPTION

- A. <u>SITE SIZE</u>: 100' x 100' Leased Area 50' x 75' Site Compound
- B. <u>LESSOR'S PARCEL</u>: Approximately 7.15-acres
- C. <u>TOWER TYPE/HEIGHT</u>: 150' Monopole Tower 157' to top of simulated branches
- D. <u>SITE TOPOGRAPHY AND SURFACE</u>: Site topography generally slopes down from west to east. The Town has begun clearing the central portion of the Property to allow for the future development of the Falls Village Volunteer Fire Department firehouse. The new firehouse will be located in the relatively level easterly portion of the Property. Clearing and grading of the compound area and access road will be required.
- E. <u>SURROUNDING TERRAIN, VEGETATION, WETLANDS, OR WATER</u>: The tower is located in the central portion of a 7.15-acre parcel. The Property is currently vacant and wooded. Two seasonal intermittent watercourses exist along the northerly and southerly property lines, the closest being approximately 240 feet south of the proposed tower site compound.
- F. <u>LAND USE WITHIN 1/4 MILE OF SITE</u>: The Property is surrounded by undeveloped woodlands and agricultural land to the west; agricultural and low-density residential areas to the east; Town Highway Department property and low density residential to the south; and commercial and light industrial uses (e.g. saw mill) to the north. (See Aerial Photograph at p. 2).

#### III. FACILITIES

- A. POWER COMPANY: Connecticut Light and Power
- B. <u>POWER PROXIMITY TO SITE</u>: Approximately 308 feet to the east along Route 7.
- C. <u>TELEPHONE COMPANY</u>: AT&T
- D. PHONE SERVICE PROXIMITY: Same as power
- E. <u>VEHICLE ACCESS TO SITE</u>: Vehicle access to the site would extend directly from Route 7. After the Property is developed as the new FVFD firehouse, Cellco will access the cell site through the firehouse's site driveway and parking area.
- F. <u>CLEARING AND FILL REQUIRED</u>: Clearing and grading would be required for construction of the tower and site compound. Detailed construction plans would be developed after approval by the Siting Council.

#### IV. LEGAL

- A. PURCHASE [ ] LEASE [X]
- B. OWNER: Falls Village Volunteer Fire Department, Inc.
- C. ADDRESS: 188 Route 7 South, Falls Village, CT, 06031
- D. DEED ON FILE AT: Town of Canaan, CT Land Records

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# FACILITIES AND EQUIPMENT SPECIFICATION (NEW TOWER & EQUIPMENT BUILDING)

#### SITE NAME: FALLS VILLAGE - 188 Route 7 South, Falls Village, CT

#### I. TOWER SPECIFICATIONS:

A. MANUFACTURER: To be determined

B. TYPE: Self-supporting monopole

C. TOWER HEIGHT: 150'

157' Top of Simulated Branches

D. DIMENSIONS: Approx. 42" base

Approx. 30" top

#### II. TOWER LOADING:

#### A. CELLCO EQUIPMENT:

1. Antennas (12)
Model LPA-185080/12CF\_2 (71.1" x 4.1" x 5.9) PCS antennas
Antenna Centerline 150' AGL

- 2. GPS Antenna: Mounted on the top of the equipment shelter
- 3. Transmission Lines:

a. MFG/Model: Andrews LDF5-50A

b. Size: 1 5/8"

#### III. ENGINEERING ANALYSIS AND CERTIFICATION:

The towers will be designed in accordance with Electronic Industries Association Standard EIA/TIA-222-E "Structural Standards for Steel Antenna Towers and Antenna Support Structures." The foundation designs would be based on soil conditions at the site. Details for the towers and foundation designs will be provided as a part of the final D&M Plan.

#### **ENVIRONMENTAL ASSESSMENT STATEMENT**

SITE NAME: FALLS VILLAGE – 188 Route 7 South, Falls Village, CT

#### I. PHYSICAL IMPACT

#### A. WATER FLOW AND QUALITY

No water flow and/or water quality changes are anticipated as a result of the construction or operation of the Falls Village Facility. Two seasonal intermittent watercourses along the southerly property line, approximately 240 feet south of the proposed cell site and along the northerly property line, approximately 260 feet north of the proposed cell site will not be impacted by site development activity. The equipment used will not discharge any pollutants to area surface or groundwater systems.

#### B. <u>AIR QUALITY</u>

Under ordinary operating conditions, the equipment that would be used at the site would emit no air pollutants of any kind. For limited periods during power outages and periodically for maintenance purposes, minor levels of emissions from the on-site generator would result.

Pursuant to R.C.S.A. § 22a-174-3, the on-site emergency back-up generator proposed as a part of this application would require the issuance of a Connecticut Department of Environmental Protection Air Bureau permit for potential emissions. Cellco would obtain this permit prior to installing the generator at the approved cell site.

#### C. LAND

Minimal tree clearing and regrading of the tower compound and access driveway will be required. Clearing of the site to make way for the development of the new firehouse has begun. The remaining portion of the Property to the west would remain unchanged by the construction and operation of the Falls Village Facility.

#### D. NOISE

The equipment to be in operation at the Falls Village Facility after construction would emit no noise of any kind, except for operation of the installed heating, air conditioning and ventilation systems and occasional operation of a back-up generator which would be run during power failures and periodically for maintenance purposes. Some noise is anticipated during cell site construction, which is expected to take approximately four to six weeks.

### E. <u>POWER DENSITY</u>

The worst-case calculation of power density for Cellco's PCS antennas at the Falls Village Facility would be 2.33% of the Standard.

#### F. <u>VISIBILITY</u>

See Visual Resource Evaluation Report included as Attachment 10.

# Cellco Partnership

# d.b.a. **Verizon** wireless WIRELESS COMMUNICATIONS FACILITY

FALLS VILLAGE CT PCS

ROUTE 7

FALLS VILLAGE (CANAAN), CT

SITE DIRECTIONS		
FROM:	99 EAST RIVER DRIVE TO: PROPOSED SITE ON ROL EAST HARTFORD, CONNECTICUT	
-TURN LEFT ON -TURN LEFT ON -STAY STRAIGHT -MERGE ONTO L -MERGE ONTO L -MERGE ONTO L -TURN SIGHT R -TURN LEFT ON -TURN SIGHT R -TURN SIGHT GR	ING EAST ON EAST RIVER DRIVE TOWARD DARWN ST. STAY ON EAST RIVER DRIVE TO US-44 W/CONNECTICUT BLVD. TO GO ONTO RAMP. 18-64 W/US-44 W. 18-64 W/US-44 W. 18-64 W/US-46 W. 18-64 W/US-64 W. 18-64	0.2 M <0.1 M <0.1 M <0.1 M <0.1 M 8.2 M 8.0 M 8.0 M 3.5 M 0.1 M

#### GENERAL NOTES

1. PROPOSED ANTENNA LOCATIONS AND HEIGHTS PROVIDED BY CELLCO PARTNERSHIP

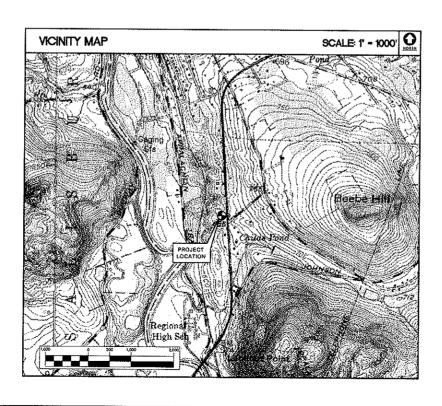
#### SITE INFORMATION

THE SCOPE OF WORK SHALL INCLUDE

- 1. THE CONSTRUCTION OF A 50'X75' FENCED WIRELESS COMMUNICATIONS COMPOUND WITHIN 100'X100' LEASE AREA.

  7 THE REPORTS COURSUIND WILL SE LOCATE AT THE CONTROL OF THE CONTROL
- 2. THE PROPOSED COMPOUND WILL BE LOCATED IN THE CENTRAL PORTION OF THE SUBJECT PARCEL AND WEST OF THE PROPOSEO FUTURE FALLS VILLAGE FIRE DEPARTMENT PARKING ARCA ACCESS TO THE PROPOSEO FACILITY WILL BE THROUGH THE FUTURE FIRE
- 3. A TOTAL OF TWELVE (12) DIRECTIONAL PANEL ANTENNAS ARE PROPOSED TO BE MOUNTED AT A RAD CENTER ELEVATION OF 150'-0"+/- AGL ON A 157' PROPOSED STEEL MONOPIN TOWER LOCATED CENTRALLY WITHIN THE PROPOSED COMPOUND.
- TOWER COLAID CENTRALLY WITHIN THE PROPOSED COMPOUND.

  POWER AND TELCO UNITIES SHALL BE ROUTED UNDERGROUND FROM EXISTING RESPECTIVE DEMARCS TO THE PROPOSED UTILITY BACKBOARD LOCATED ADJACENT TO THE PROPOSED FENCED COMPOUND. UTILITIES WILL BE ROUTED FROM UTILITY BACKBOARD TO THE PROPOSED NOMINAL 12'x30' WIRELESS EQUIPMENT SHELTER LOCATED WITHIN THE COMPOUND. FINAL UTILITY ROUTING TO PROPOSED BACKBOARD WILL BE VERIFIED/DETERMINED BY LOCAL UTILITY COMPANIES.
- 5. FINAL DESIGN FOR TOWER AND ANTENNA MOUNTS SHALL BE INCLUDED IN THE FINAL CONSTRUCTION DOCUMENTS.
- THE PROPOSED WIRELESS FACILITY INSTALLATION WILL BE DESIGNED IN ACCORDANCE WITHE 2003 INTERNATIONAL BUILDING CODE AS MODIFIED BY THE 2005 CONNECTICUT SUPPLIFICATION.
- THERE WILL NOT BE ANY LIGHTING UNLESS REQUIRED BY THE FCC OR THE FAA.THERE WILL NOT BE ANY SIGNS OR ADVERTISING ON THE ANTENNAS OR EQUIPMENT.
- There will not be any signs or advertising on the antennas or equipme ). For additional notes and details refer to the accompanying drawings,



PROJECT SUM	PROJECT SUMMARY		
SITE NAME:	FALLS VILLAGE CT PCS		
SITE ADDRESS:	ROUTE 7 FALLS VILLAGE, CT 06031		
PROPERTY OWNER:	FALLS VILLAGE VOLUNTEER FIRE DEPARTMENT, INC. P.O. BOX 1 FALLS VILLAGE, CT 06031		
LEASOR:	FALLS VILLAGE VOLUNTEER FIRE DEPARTMENT, INC. P.O. BOX 1 FALLS VILLAGE, CT 06031		
LESSEE:	CELLCO PARTNERSHIP d.b.o., VERIZON WIRELESS 99 EAST RIVER DRIVE EAST HARTFORD, CT 06:08		
APPLICANT:	CELLCO PARTNERSHIP d.b.d. VERIZON WIRELESS 99 EAST RIVER DRIVE EAST HARTFORD, CT 06108		
CONTACT PERSON:	Sandy Carter Cellco Partnership (860) 803—8219		
TOWER COORDINATES:	LATITUDE: 41°56'40.40" LONGITUDE: 7221'37.73" COORDINATES ARE BASED ON FAA 2C SURVEY CERTIFICATION AS PERFORMED BY BARRETT BONACCI & VAN WEELE, PC DATED DECEMBER 20, 2007		

LEGEND		
SYMBOL	DESCRIPTION	
<b>\$</b>	SECTION OR DETAIL NUMBER SHEET WHERE DETAIL/SECTION OCCURS	
46	ELEVATION NUMBER SHEET WHERE ELEVATION OCCURS	

SHT. NO.	DESCRIPTION	REV NO.
T1	TITLE SHEET	04
C-1	SITE PLAN AND ACCESS DRIVE PROFILE	04
C-1A	ABUTTERS WAP	04
C~2	COMPOUND PLAN AND ELEVATION	04
C-3	SITE DETAILS AND NOTES	04
C-4	SITE DETAILS AND SHELTER ELEVATIONS	D4
C-5	SHELTER FOUNDATION DETAILS AND NOTES	04

01	09/13/07	CSC EXHIBIT
02	01/23/08	CT SITING COUNCIL-REVIEW
03	02/05/08	CT SITING COUNCIL
04	02/20/08	CT SITING COUNCIL







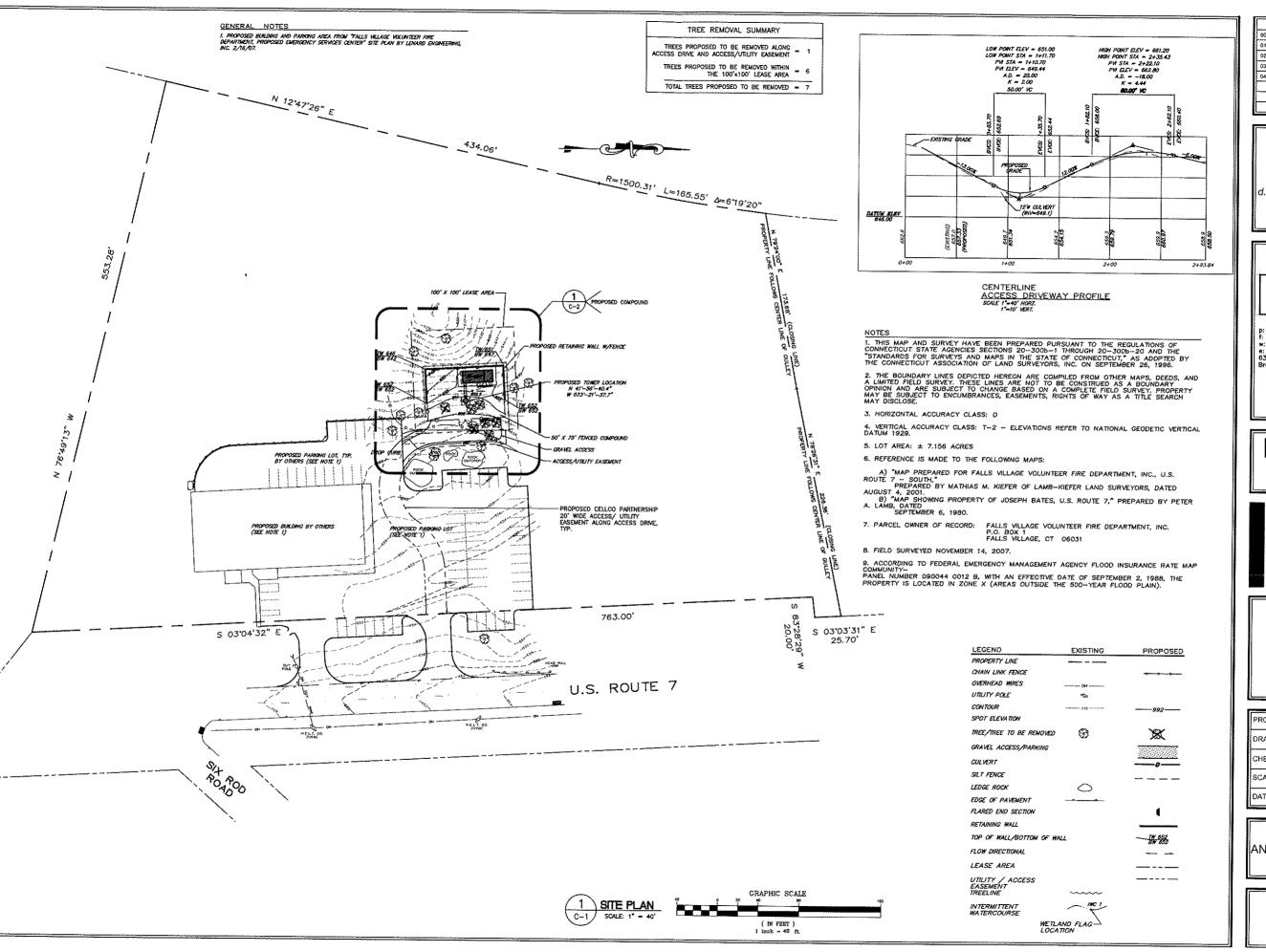




PROJECT NO:	07023
DRAWN BY:	DMD
CHECKED BY:	CFC
SCALE:	AS NOTED
DATE:	04/27/07

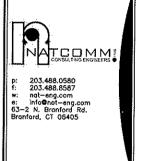
TITLE SHEET





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02 01/23/08 CT SITING COUNCIL-REVIEW 03 02/05/08 CT SITING COUNCIL	00	04/27/07	CSC EXHIBIT- REVIEW
03 02/05/08 CT SITING COUNCIL	01	09/13/07	CSC EXHIBIT
The state of the s	02	01/23/08	CT SITING COUNCIL-REVIEW
04 02/20/08 CT SITING COUNCIL	03	02/05/08	CT SITING COUNCIL
	04	02/20/08	CT SITING COUNCIL









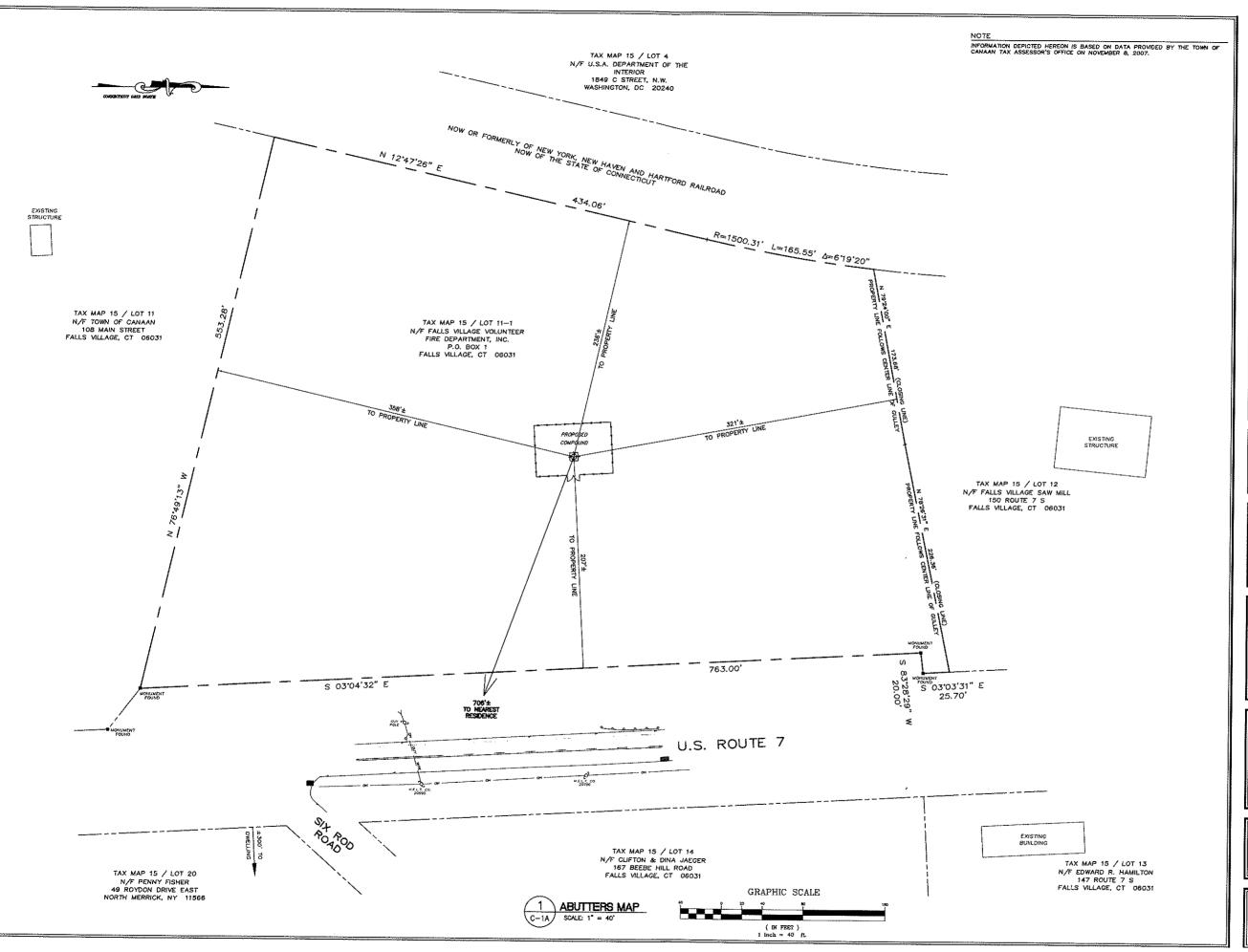
#### FALLS VILLAGE CT PCS

ROUTE 7 FALLS VILLAGE, CT

07023
DEB
CFC
AS NOTED
04/27/07

SITE PLAN AND ACCESS DRIVE PROFILE



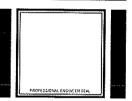


01	09/13/07	CSC EXHIBIT- REVIEW  CSC EXHIBIT
02	01/23/08	CT SITING COUNCIL-REVIEW
03	02/05/08	CT SITING COUNCIL
04	02/20/08	CT SITING COUNCIL









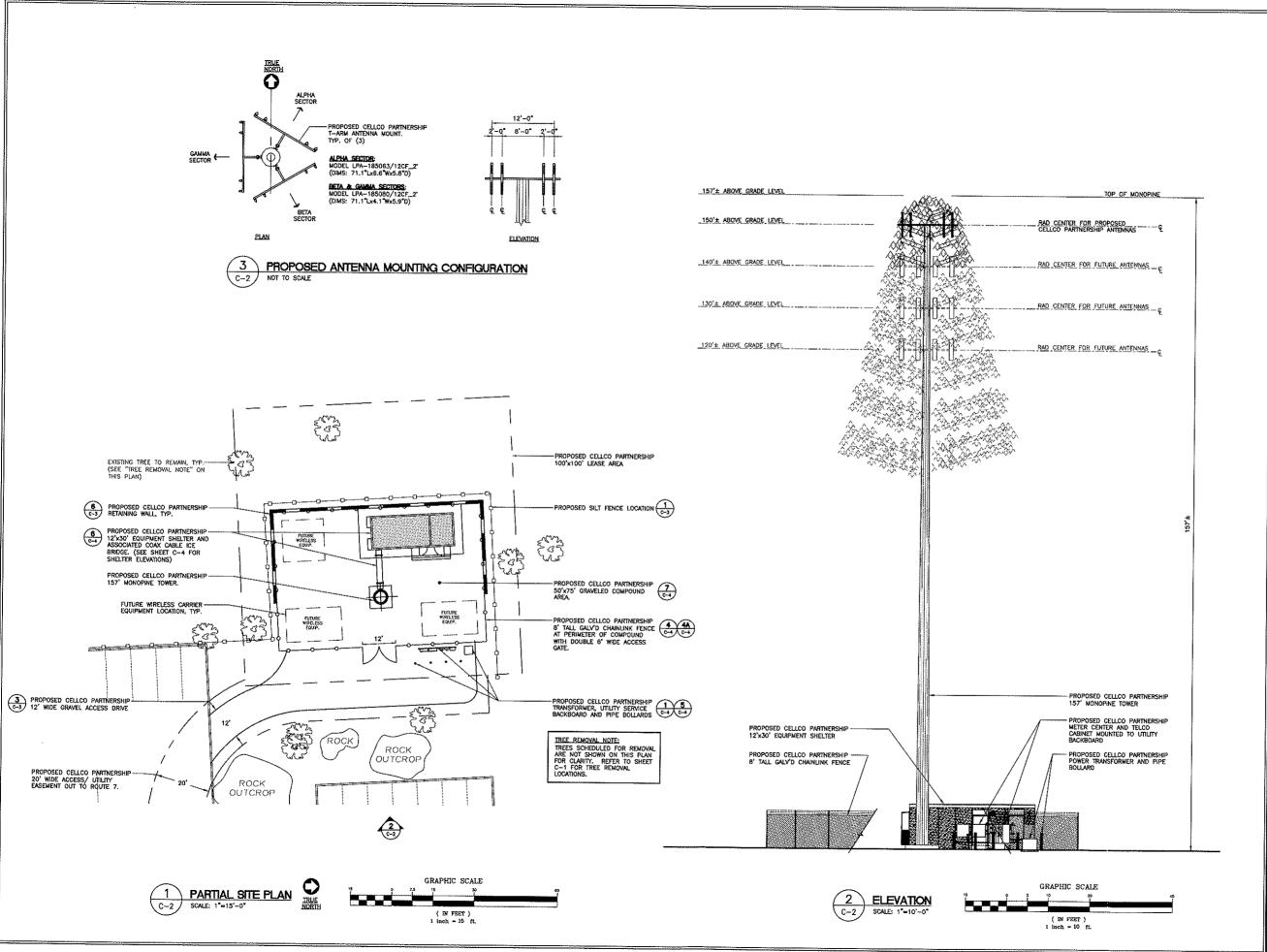
#### FALLS VILLAGE CT PCS

ROUTE 7 FALLS VILLAGE, CT

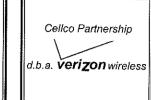
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CHECKED BY:	CFC
SCALE:	AS NOTED
DATE:	04/27/07

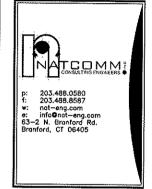
ABUTTERS MAP





	01	09/13/07	CSC EXHIBIT
3 02/05/08 CT SITING COUNCIL	02	01/23/08	CT SITING COUNCIL-REVIEW
	03	02/05/08	CT SITING COUNCIL
4 02/20/08 CT SITING COUNCIL	04	02/20/08	CT SITING COUNCIL









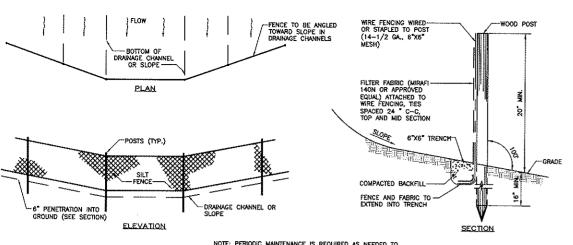
#### FALLS VILLAGE CT PCS

ROUTE 7 FALLS VILLAGE, CT

PROJECT NO:	07023
DRAWN BY:	DMD
CHECKED BY:	CFC
SCALE:	AS NOTED
DATE:	04/27/07

COMPOUND PLAN AND ELEVATION





NOTE: PERIODIC MAINTENANCE IS REQUIRED AS NEEDED TO REMOVE ACCUMULATED MATERIALS AND REPAIR FENCE.

# 1 SILTATION FENCE DETAIL C-3 NOT TO SCALE

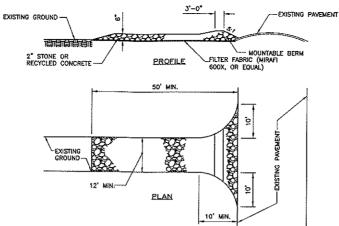
#### SOIL EROSION AND SEDIMENT CONTROL NOTES

- (A) ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES, SUCH AS STABILIZED CONSTRUCTION ENTRANCE / ANTITRAKING PAD AND SILT FENCE, SHALL BE IN PLACE PRIOR TO ANY GRADING ACTIVITY, INSTALLATION OF PROPOSED STRUCTURES OR UTILI
- (8) ALL ENTRANCES TO THE PROJECT SITE ARE TO BE PROTECTED BY STONE TRACKING PADS. THE STONE TRACKING PAD IS TO BE MAINTAINED AT ALL TIMES DURING THE CONSTRUCTION PERIOD.
- (C) LAND DISTURBANCE WILL BE KEPT TO A MINIMUM AND RESTABILIZATIONS WILL BE SCHEDULED AS SOON AS PRACTICAL.
- (0) ALL SOIL EROSION AND SEDIMENT CONTROL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE 2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL.
- (E) ANY ADDITIONAL EROSION/SEDIMENTATION CONTROL DEEMED NECESSARY BY TOWN STAFF DURING CONSTRUCTION, SHALL BE INSTALLED BY THE DEVELOPER. IN ADDITION, THE DEVELOPER SHALL BE RESPONSIBLE FOR THE REPARK/REPLACEMENT/MAINTENANCE OF ALL EROSION CONTROL MEASURES UNTIL ALL DISTURBED AREAS ARE STABILIZED TO THE SATISFACTION OF THE TOWN STAFF.
- (F) IN ALL AREAS, REMOVAL OF TREES, BUSHES AND OTHER VEGETATION AS WELL AS DISTURBANCE OF THE SOIL IS TO BE KEPT TO AN ABSOLUTE MINIMUM WHILE ALLOWING PROPER DEVELOPMENT OF THE SITE. DURING CONSTRUCTION, EXPOSE AS SMALL AN AREA OF SOIL AS POSSIBLE FOR AS SHORT A TIME AS POSSIBLE.
- (G) SILTATION FENCE SHALL BE PLACED AS INDICATED BEFORE A CUT SLOPE HAS BEEN CREATED. SEDIMENT DEPOSITS SHOULD BE PERIODICALLY REMOVED FROM THE UPSTREAM SIDES OF SILTATION FENCE. THIS MATERIAL IS TO BE SPREAD AND STABILIZED IN AREAS NOT SUBJECT TO EROSION, OR TO BE USED IN AREAS WHICH ARE NOT TO BE PAYED OR BUILT ON, SILTATION FENCE IS TO BE REPLACED AS NECESSARY TO PROVIDE PROPER FILTERING ACTION.
- (H) PIPE AND SWALES DISCHARGE AREAS (TEMPORARY & PERMANENT) WILL BE PROTECTED WITH RIPRAP, ENERGY DISSIPATERS AND/OR STILLING BASINS AS INDICATED.
- (I) PIPE INLETS WILL BE PROTECTED WITH SELTATION FENCES THROUGHOUT CONSTRUCTION AND UNTIL ALL DISTURBED AREAS ARE THOROUGHLY STABILIZED.
- (J) ALL FILL AREAS SHALL BE COMPACTED SUFFICIENTLY FOR THEIR INTENDED PURPOSE AND AS REQUIRED TO REDUCE SLIPPING, EROSION OR EXCESS SATURATION.
- (K) THE SOIL SHALL NOT BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION, WHEN THE SUBGRADE IS EXCESSIVELY MET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING OR PROPOSED SODDING OR SEEDING.

AFTER CONSTRUCTION IS COMPLETE AND GROUND IS STABILE, CLEAN SILTS IN THE RIPRAP ENERGY DISSIPATERS  $\not$  STILLING BASIN. REMOVE OTHER EROSION AND SEDIMENT DEVICES.

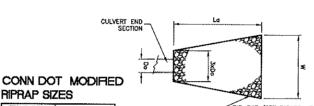
#### SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE SCHEDULE

SOIL EHOSIO	N AND SEDIMENT CONTRO	L MAINTENANCE SCHEDULE
AREA	REQUIRED MAINTENANCE	FREQUENCY
LEASE AREA	INSPECT AND CLEAR OF VEGETAION	BI-ANNUALLY; AND AFTER EACH MAJOR RAINFALL EVENT
ACCESS DRIVEWAY	INSPECT AND CLEAR OF VEGETAION	BI-ANNUALLY; AND AFTER EACH MAJOR RAINFALL EVENT
RIP-RAP OUTLETS	INSPECT AND CLEAR OF ALL OVERGRO VEGETATION OR DEBRIS, INSPECT INTE OF STRUCTURE, REPAIR/REPLACE AS REJUGIE SERVICES OF SERVICES	GRITY MAJOR RAINFALL EVENT



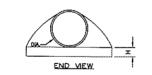
NOTE: MAINTENANCE TO INCLUDE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS REQUIRED,

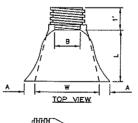
2 ANTI-TRACKING APRON NOT TO SCALE

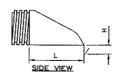


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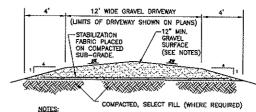






PIPE DIA.	A	В	н	L	₩
15"	6.5	10"	6.5	25"	29"
24*	7.5*	18*	6.5"	36"	45*

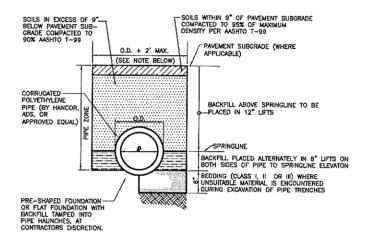
4A CULVERT END SECTION
C-3 NOT TO SCALE



PRIOR TO CONSTRUCTION, TOPSOIL WILL BE STRIPPED AND STOCK PILED WITHIN THE LIMITS OF THE WORK.

- 2. WHERE REQUIRED BY THE ENGINEER, THE PROPOSED DRIMEWAY BED SHALL BE OVER-EXCAVATED AND REPLACED WITH BANK RUIN GRAVEL (COMPACTED TO 95% DESITY), THE MATERIAL USED SHALL BE APPROVED BY THE ENGINEER.
- 3. THE FOUNDATION COURSE OF THE DRIVEWAY SHALL BE A MINIMUM OF 6 INCHES OF CLEAN, RUN OF BANK GRAVEL.
- 4. FINAL COURSE OF THE DRIVEWAY SHALL BE A MINIMUM OF 4 INCHES OF PROCESSED GRAVEL (1/2\* 1").

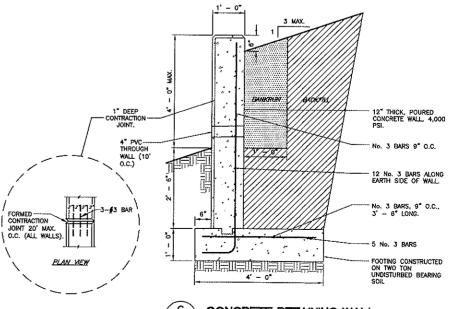
TYP. GRAVEL ACCESS DRIVE DETAIL
NOT TO SCALE



#### NOTES:

- CLASS I, II, III OR IV COMPACTED BACKFILL MATERIAL REQUIRED IN ALL PIPE ZONES, PER USCS (UNIFIED SOIL CLASSIFICATION SYSTEM).
- 2. IF DEPTH OF TRENCH EXCEEDS 5", THE CONTRACTOR MUST PROVIDE SHEETING AND BRACING OR A SHEETING BOX IN ACCORDANCE WITH OSHA REGULATIONS. AS AN ALTERNATE, IF PERMITTED BY THE ENGINEER, ITHE TRENCH WALLS MAY BE CUT BACK TO A 11 SLOPE OR THE NATURAL ANGLE OF REPOSE FOR THE SOIL, WHICHEVER IS GREATER.
- WHERE PIPE IS INSTALLED WITH LESS THAN 2' OF COVER, ALL BACKFILL MATERIAL THROUGHOUT THE PIPE ZONE IS TO BE CLASS I MATERIAL

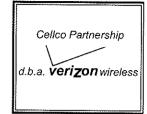




6 CONCRETE RETAINING WALL

On to scale

	RE'	VISIONS
00	04/27/07	CSC EXHIBIT-REVIEW
01	09/13/07	CSC EXHIBIT
02	01/23/08	CT SITING COUNCIL-REVIE
03	02/05/08	CT SITING COUNCIL
04	02/20/08	CT SITING COUNCIL







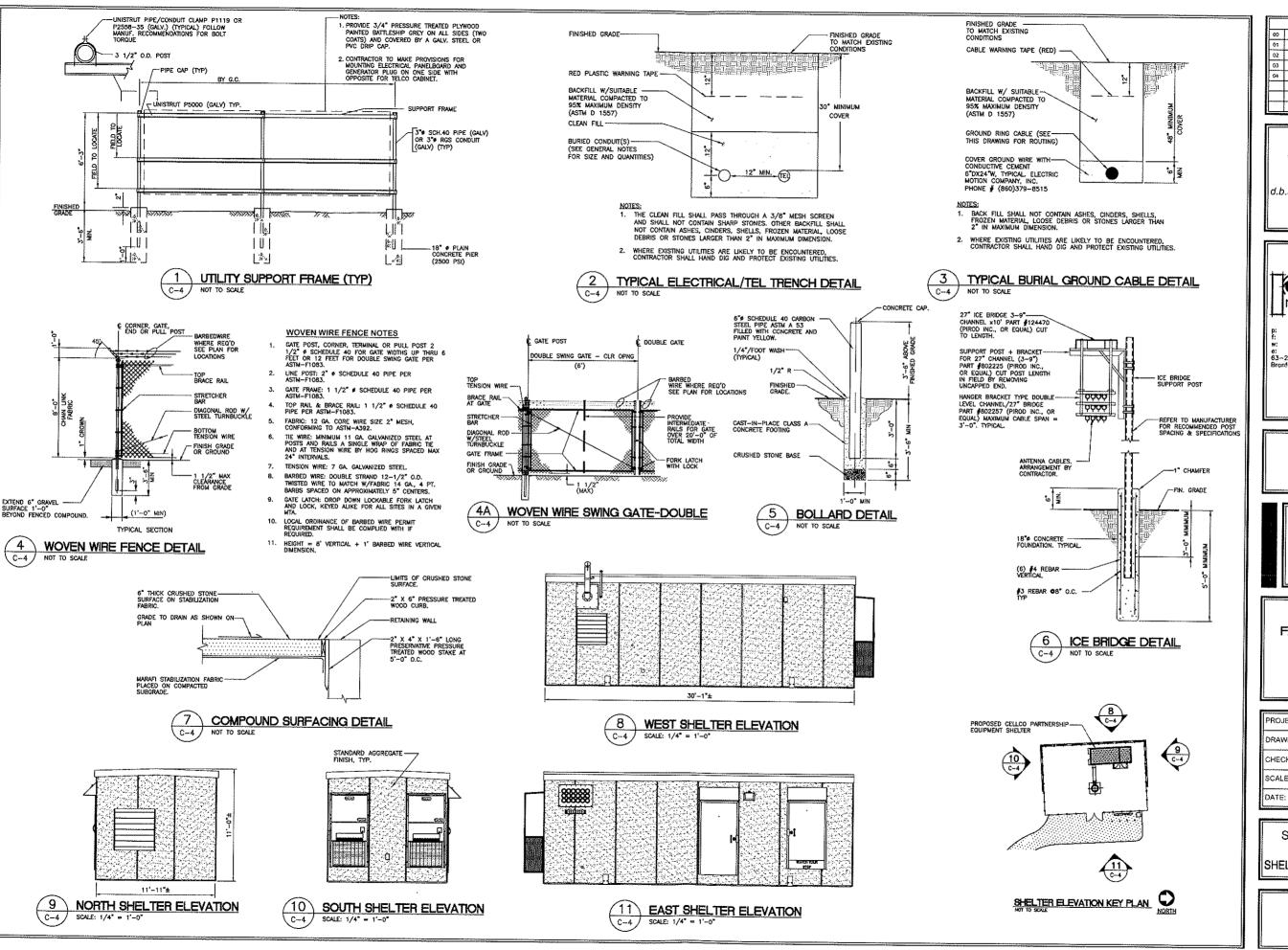
#### FALLS VILLAGE CT PCS

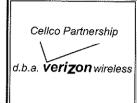
ROUTE 7 FALLS VILLAGE, CT

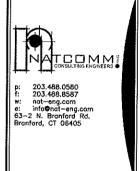
PROJECT NO:	07023
DRAWN BY:	DMD
CHECKED BY:	CFC
SCALE:	AS NOTED
DATE:	04/27/07

SITE DETAILS AND NOTES

C-3









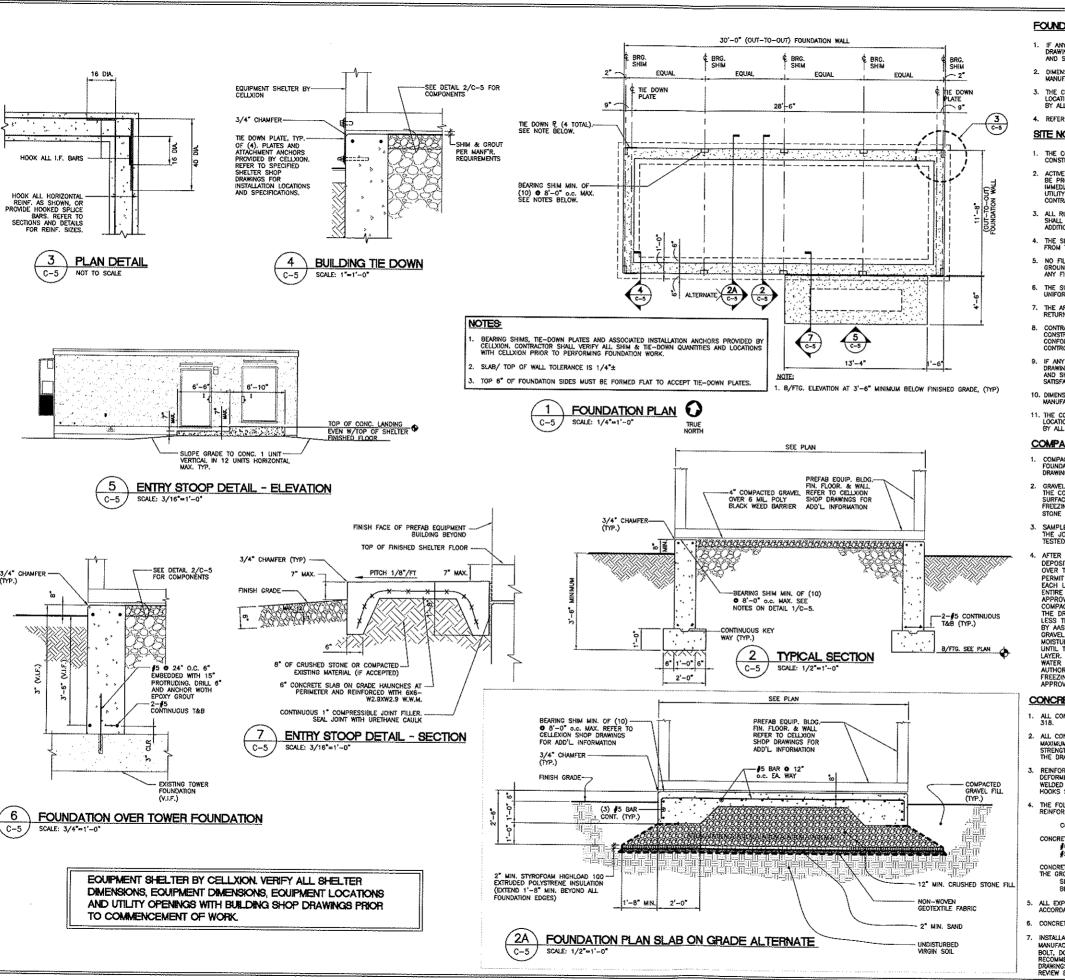
FALLS VILLAGE CT PCS

ROUTE 7
FALLS VILLAGE, CT

PROJECT NO:	07023
DRAWN BY:	DMD
CHECKED BY:	CFC
SCALE:	AS NOTED
DATE:	04/27/07

SITE DETAILS AND SHELTER ELEVATIONS





#### FOUNDATION NOTES:

- IF ANY FIELD CONDITIONS EXIST WHICH PRECLUDE COMPLIANCE WITH THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND SHALL NOT PROCEED WITH ANY AFFECTED WORK.
- DIMENSIONS AND DETAILS SHALL BE CHECKED AGAINST THE PRE MANUFACTURED EQUIPMENT BUILDING SHOP DRAWINGS.
- THE CONTRACTOR SHALL VERIFY AND COORDINATE THE SIZE AND LOCATION OF ALL OFENINGS, SLEEVES AND ANCHOR BOLTS AS REQUIRED BY ALL TRADES.
- 4. REFER TO DRAWING T1 FOR ADDITIONAL NOTES AND REQUIREMENTS.

#### SITE NOTES:

- THE CONTRACTOR SHALL CALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
- ACTIVE EXISTING UTILITIES, WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY, PRIOR TO PROCEEDING, SHOULD ANY UNCOVERED EXISTING UTILITY PRECLUDE COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENT.
- ALL RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED OFF SITE AND BE LEGALLY DISPOSED, AT NO ADDITIONAL COST.
- THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT AND TOWER AREAS.
- NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- THE AREAS OF THE COMPOUND DISTURBED BY THE WORK SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.
- 8. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION, EROSION CONTROL MEASURES, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
- IF ANY FIELD CONDITIONS EXIST WHICH PRECLUDE COMPLIANCE WITH THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND SHALL PROCEED WITH AFFECTED WORK AFTER CONFLICT IS SATISFACTORILY RESOLVED.
- DIMENSIONS AND DETAILS SHALL BE CHECKED AGAINST THE PRE MANUFACTURED EQUIPMENT BUILDING SHOP DRAWINGS.

#### COMPACTED GRAVEL FILL:

- COMPACTED GRAVEL FILL SHALL BE FURNISHED AND PLACED AS A FOUNDATION FOR STRUCTURES, WHERE SHOWN ON THE CONTRACT DRAWINGS OR DIRECTED BY THE ENGINEER.
- GRAVEL SHALL CONFORM TO THE REQUIREMENTS OF ARTICLE M.02.02 OF THE CONNECTION D.0.1. STANDARD SPECIFICATIONS. ADMIXTURES AND SURFACE PROTECTIVE MATERIALS USED TO PREVENT THE GRAVEL FROM FREEZING MUST MEET THE APPROVAL OF THE ENGINEER. THE LARGEST STONE SIZE SHALL BE 3-1/2 INCHES.
- 3. SAMPLES OF THE MATERIAL TO BE USED SHALL BE DELIVERED TO THE JOB SITE 5 DAYS PRIOR TO ITS INTENDED USE SO IT MAY BE TESTED FOR APPROVAL.
- TESTED FOR APPROVAL

  AFTER ALL EXCAVATION HAS BEEN COMPLETED, GRAVEL SHALL BE DEPOSITED IN LAYERS NOT EXCEEDING EIGHT (8) INCHES IN DEPTH OVER THE AREAS. IN EXCEPTIONAL CASES, THE ENGINEER MAY PERMIT THE FIRST LAYER TO BE THICKER THAN EIGHT (8) INCHES, EACH LAYER SHALL BE LEVELED OFF BY SUTABLE EQUIPMENT. THE ENTIRE AREA OF EACH LAYER SHALL BE COMPACTED BY USE OF APPROVED VISITABLE, TO COMPACTION EXPLAINED ON THE MAXIMUM DRY DENSITY OVER THE ENTIRE AREA OF EACH LAYER IS NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY ACHIEVED BY AASHTO T-99 METHOD C. THE MOISTURE CONTENT OF THE GRAVEL SHALL NOT VARY BY MORE THAN 3 X+ FROM ITS OPTIMUM MOISTURE CONTENT ON SUBSEQUENT LAYER SHALL BE DEPOSITED UNTIL THE SPECIFIED COMPACTION IS ACHIEVED FOR THE PREVIOUS LAYER. IF NECESSARY TO OBTIAN THE REQUIRED COMPACTION, WATER SHALL BE ADDED AND GENTLE PUDDLING PERFORMED IF AUTHORIZED. COMPACTED GRAVEL FILL SHALL BE PREVENTED FROM FREEZING BY USE OF APPROVED ADMIXTURES OR BY USE OF APPROVED

#### CONCRETE AND REINFORCING STEEL NOTES:

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318.
- ALL CONCRETE SHALL BE NORMAL WEIGHT, 8% AIR ENTRAINED WITH A
  MAXIMUM SLUMP OF 4", AND SHALL HAVE A MINIMUM COMPRESSIVE
  STRENGTH OF 3,000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE ON
  THE DRAMINGS.
- REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED BARS. WELDED WIRE FABRIC SHALL, CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD UNLESS OTHERWISE INDICATED.
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS OTHERWISE NOTED ON THE DRAWINGS:

CONCRETE CAST AGAINST EARTH ..... CONCRETE EXPOSED TO EARTH OR WEATHER:

......1 1/2 IN, CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:

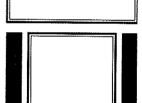
ALL EXPOSED EDGES OF CONCRETE TO RECEIVE A 3/4" CHAMFER IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

- 6. CONCRETE EQUIPMENT PAD TO RECEIVE A BRUSHED FINISH.
- 7. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURERS'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURERS'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT DURING DRILLING WITHOUT PRIOR REVIEW BY THE ENGINEER.

	REVISIONS					
00	04/27/07	CSC EXHIBIT- REVIEW				
01	09/13/07	GSC EXHIBIT				
02	01/23/0B	CT SITING COUNCIL-REVIEW				
03	02/05/08	CT SITING COUNCIL				
64	02/20/08	CT SITING COUNCIL				









ROUTE 7 FALLS VILLAGE, CT

CT PCS

	PROJECT NO:	07023
	DRAWN BY:	DMD
	CHECKED BY:	CFC
١	SCALE:	AS NOTED
١	DATE:	04/27/07

SHELTER **FOUNDATION** DETAILS AND NOTES

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## APPLICATION GUIDE<sup>1</sup>

App. p. i	(A)	An Executive Summary on the first page of the application with the address, proposed height, and type of tower being proposed. A map showing the location of the proposed site should accompany the description;
App. pp. 1-4	(B)	A brief description of the proposed facility, including the proposed locations and heights of each of the various proposed sites of the facility, including all candidates referred to in the application;
App. pp. 1-2	(C)	A statement of the purpose for which the application is made;
App. p. 1	(D)	A statement describing the statutory authority for such application;
App. p. 4	(E)	The exact legal name of each person seeking the authorization or relief and the address or principal place of business of each such person. If any applicant is a corporation, trust association, or other organized group, it shall also give the state under the laws of which it was created or organized;
App. p. 4	(F)	The name, title, address and telephone number of the attorney or other person to whom correspondence or communications in regard to the application are to be addressed. Notice, orders, and other papers may be served upon the person so named, and such service shall be deemed to be service upon the applicant;
App. p. 7 Attachments 1 and 7	(G)	A statement of the need for the proposed facility with as much specific information as is practicable to demonstrate the need, including a description of the proposed system and how the proposed facility would eliminate or alleviate any existing deficiency or limitation;
App. pp. 11-12	(H)	A statement of the benefits expected from the proposed facility with as much specific information as is practicable;

<sup>&</sup>lt;sup>1</sup> This Application Guide is copied directly from the "Connecticut Siting Council Application Guide," Section VI, as amended February 16, 2007. References to the Regulations of Connecticut State Agencies ("RCSA") contained in the Guide have been omitted.

App. pp. 1-4, 9-12 Attachments 1 and 7

- (I) A description of the proposed facility at the named sites including:
  - (1) Height of the tower and its associated antennas including a maximum "not to exceed height" for the facility, which may be higher than the height proposed by the Applicant;
  - (2) Access roads and utility services;
  - (3) Special design features;
  - (4) Type, size, and number of transmitters and receivers, as well as the signal frequency and conservative worst-case and estimated operational level approximation of electro magnetic radio frequency power density levels (facility using FCC Office of Engineering and Technology Bulletin 65, August 1997) at the base of the tower base, site compound boundary where persons are likely to be exposed to maximum power densities from the facility;
  - (5) A map showing any fixed facilities with which the proposed facility would interact;
  - (6) The coverage signal strength, and integration of the proposed facility with any adjacent fixed facility, to be accompanied by multi-colored propagation maps of red, green and yellow (exact colors may differ depending on computer modeling used, but a legend is required to explain each color used) showing interfaces with any adjacent service areas, including a map scale and north arrows; and
  - (7) For cellular systems, a forecast of when maximum capacity would be reached for the proposed facility and for facilities that would be integrated with the proposed facility.

#### Attachment 1

- (J) A description of the named sites, including:
  - (1) The most recent U.S.G.S. topographic quadrangle map (scale 1 inch = 2,000 feet) marked to show the site of the facility and any significant changes within a one-mile radius of the site;
  - (2) A map (scale not less than 1 inch = 200 feet) of the lot or tract on which the facility is proposed to be located showing the acreage and dimensions of such site, the name and location of adjoining public roads or the nearest public road, and the names of abutting owners and the portions of their lands abutting the site;
  - (3) A site plan (scale not less than 1 inch = 40 feet) showing the proposed facility, set back radius, existing and proposed contour elevations, 100-year flood zones, waterways, wetlands, and all associated equipment and structures on the site:
  - (4) Where relevant, a terrain profile showing the proposed facility and access road with existing and proposed grades; and
  - (5) The most recent aerial photograph (scale not less than 1 inch = 1,000 feet) showing the proposed site, access roads, and all abutting properties.

#### Attachment 1

- (K) A statement explaining mitigation measures for the proposed facility including:
  - (1) Construction techniques designed specifically to minimize adverse effects on natural areas and sensitive areas;
  - (2) Special design features made specifically to avoid or minimize adverse effects on natural areas and sensitive areas;
  - (3) Establishment of vegetation proposed near residential, recreation, and scenic areas; and
  - (4) Methods for preservation of vegetation for wildlife habitat and screening.

#### App. pp. 1-4 and 16 Attachment 10

(L) A description of the existing and planned land uses of the named sites and surrounding areas:

App. pp. 12-15 (M) A description of the scenic, natural, historic, and Attachments 10 and 11 recreational characteristics of the names sites and surrounding areas including officially designated nearby hiking trails and scenic roads; Attachment 10 (N) Sight line graphs to the named sites from visually impacted areas such as residential developments, recreational areas and historic sites: Attachment 9 (O) A list describing the type and height of all existing and proposed towers and facilities within a four mile radius within the site search area, or within any other area from which use of the proposed towers might be feasible from a location standpoint for purposes of the application; App. pp. 10-11 (P) A description of efforts to share existing towers, or Attachment 9 consolidate telecommunications antennas of public and private services onto the proposed facility including efforts to offer tower space, where feasible, at no charge for space for municipal antennas; App. p. 9 (Q) A description of technological alternatives and a statement Attachment 1 containing justification for the proposed facility: Attachment 9 (R) A description of rejected sites with a U.S.G.S. topographic quadrangle map (scale 1 inch = 2,000 feet) marked to show the location of rejected sites; App. pp. 9-10 (S) A detailed description and justification for the site(s) Attachments 1 and 9 selected, including a description of siting criteria and the narrowing process by which other possible sites were considered and eliminated including, but not limited to, environmental effects, cost differential, coverage lost or gained, potential interference with other facilities, and signal loss due to geographic features compared to the proposed site(s); App. p. 15 (T) A statement describing hazards to human health, if any, with such supporting data and references to regulatory standards; App. p. 21 (U) A statement of estimated costs for site acquisition. construction, and equipment for a facility at the various proposed sites of the facility, including all candidates referred to in the application;

App. pp. 21-22

(V) A schedule showing the proposed program of site acquisition, construction, completion, operation and relocation or removal of existing facilities for the named sites;

App. p. 14

(W) A statement indicating that, weather permitting, the applicant will raise a balloon with a diameter of at least three feet, at the sites of the various proposed sites of the facility, including all candidates referred to in the application, on the day of the Council's first hearing session on the application or at a time otherwise specified by the Council. For the convenience of the public, this event shall be publicly noticed at least 30 days prior to the hearing on the application as scheduled by the Council;

App. pp. 19-21 Attachments 1 and 11 Bulk File Exhibits

- (X) Such information as any department or agency of the State exercising environmental controls may, by regulation, require including:
  - (1) A listing of any federal, state, regional, district, and municipal agencies, including but not limited to the Federal Aviation Administration; Federal Communications Commission; State Historic Preservation Officer; State Department of Environmental Protection; and local conservation, inland wetland, and planning and zoning commissions with which reviews were conducted concerning the facility, including a copy of any agency position or decision with respect to the facility; and
  - (2) The most recent conservation, inland wetland, zoning, and plan of development documents of the municipality, including a description of the zoning classification of the site and surrounding areas, and a narrative summary of the consistency of the project with the Town's regulations and plans.

Attachment 1 (Project Plans)

(Y) Description of proposed site clearing for access road and compound including type of vegetation scheduled for removal and quantity of trees greater than six inches diameter at breast height and involvement with wetlands;

N/A

(Z) Such information as the applicant may consider relevant.

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#### **CERTIFICATION OF SERVICE**

I hereby certify that on this 28<sup>th</sup> day of March 2008, copies of the Application and attachments were sent by certified mail, return receipt requested, to the following:

#### **STATE OFFICIALS:**

The Honorable Richard Blumenthal Attorney General Office of the Attorney General 55 Elm Street Hartford, CT 06106

Gina McCarthy, Commissioner Connecticut Department of Environmental Protection 79 Elm Street Hartford, CT 06106

J. Robert Galvin, M.D., M.P.H., M.B.A., Commissioner Department of Public Health and Addiction Services 410 Capitol Avenue P.O. Box 340308, MS 13COM Hartford, CT 06134-0308

Karl J. Wagener, Executive Director Council on Environmental Quality 79 Elm Street P.O. Box 5066 Hartford, CT 06106

Donald W. Downes, Chairman Department of Public Utility Control Ten Franklin Square New Britain, CT 06051

Robert L. Genuario, Secretary Office of Policy and Management 450 Capitol Avenue Hartford, CT 06134-1441

Joan McDonald, Commissioner
Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

Emil Frankel, Acting Commissioner Department of Transportation P.O. Box 317546 2800 Berlin Turnpike Newington, CT 06131-7546

Karen Senich, Executive Director Deputy State Historic Preservation Officer Connecticut Commission on Culture & Tourism One Constitution Plaza, 2<sup>nd</sup> Floor Hartford, CT 06103

#### **CANAAN TOWN OFFICIALS:**

Patricia Allyn Mechare First Selectman Town of Canaan 108 Main Street Falls Village, CT 06031

The Honorable Andrew Roraback Senator 455 Milton Road Goshen, CT 06756

The Honorable George Wilber Representative – 63<sup>rd</sup> District 27 Simmons Pond Road Colebrook, CT 06098

Mary M. Palmer Town Clerk Town of Canaan 108 Main Street Falls Village, CT 06031

Frederick J. Laser, Chairman Planning and Zoning Commission Town of Canaan 108 Main Street Falls Village, CT 06031

John Holland, Chairman Zoning Board of Appeals Town of Canaan 108 Main Street Falls Village, CT 06031 Michael O'Neil Zoning Enforcement Officer Town of Canaan 108 Main Street Falls Village, CT 06031

Ellery W. Sinclair, Chairman Inland Wetland Commission Town of Canaan 108 Main Street Falls Village, CT 06031

#### **SALISBURY TOWN OFFICIALS:**

Curtis Rand First Selectman Town of Salisbury 27 Main Street Salisbury, CT 06068

The Honorable Andrew Roraback Senator – District 30 455 Milton Road Goshen, CT 06756

The Honorable Roberta B. Willis Representative – 64<sup>th</sup> District 30 Upland Meadow Road Lakeville, CT 06039

Patricia Williams Town Clerk Town of Salisbury 27 Main Street Salisbury, CT 06068

Jonathan Higgins, Chairman Planning and Zoning Commission Town of Salisbury 27 Main Street Salisbury, CT 06068 Jeffrey Lloyd, Chairman Zoning Board of Appeals Town of Salisbury 27 Main Street Salisbury, CT 06068

Nancy Brusie Zoning Enforcement Officer Town of Salisbury 27 Main Street Salisbury, CT 06068

Curtis Rand, Chairman Conservation Commission Town of Salisbury 27 Main Street Salisbury, CT 06068

Northwestern Connecticut Council of Governments 17 Sackett Hill Road Warren, CT 06754

Federal Communications Commission 445 12<sup>th</sup> Street SW Washington, DC 20554

Kenneth C. Baldwin, Esq. Robinson & Cole LLP

280 Trumbull Street Hartford, CT 06103

Telephone: (860) 275-8200

Attorneys for Cellco Partnership d/b/a Verizon Wireless

#### LEGAL NOTICE

Notice is hereby given, pursuant to Section 16-50*l*(b) of the Connecticut General Statutes and Regulations pertaining thereto, of an Application to be submitted to the Connecticut Siting Council ("Council") on or about March 28, 2008, by Cellco Partnership d/b/a Verizon Wireless ("Cellco" or the "Applicant"). The Application proposes the installation of a wireless telecommunications facility in the Town of Canaan, Connecticut. The facility would be located on a 7.15 acre parcel at 188 Route 7 on land owned by the Falls Village Volunteer Fire Department. The property is the future site of the Falls Village Volunteer Fire Department firehouse. At this site, Cellco proposes to construct a 150-foot tower, disguised as a pine tree. Access to site will extend directly from Route 7. Cellco will also install a new 12' x 30' shelter located near the base of the tower to house its radio equipment and a back-up generator. The location and other features of the proposed facility are subject to change under provisions of Connecticut General Statutes § 16-50g et. seq.

On the day of the Siting Council public hearing on this proposal, Cellco will fly a balloon at the height of the proposed towers described above, between the hours of 8:00 a.m. and 5:00 p.m. Interested parties and residents of the Town of Canaan are invited to review the Application during normal business hours at any of the following offices:

Connecticut Siting Council 10 Franklin Square New Britain, CT 06051

Town Clerk Town of Canaan Town Hall 108 Main Street Falls Village, CT 06795 Cellco Partnership d/b/a Verizon Wireless 99 East River Drive East Hartford, CT 06108

Town Clerk Town of Salisbury Town Hall 27 Main Street Salisbury, CT 06068 or the offices of the undersigned. All inquiries should be addressed to the Connecticut Siting Council or to the undersigned.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

Kenneth C. Baldwin, Esq. Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103-3597 (860) 275-8200 Its Attorneys

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280 Trumbull Street Hartford, CT 06103-3597 Main (860) 275-8200 Fax (860) 275-8299 kbaldwin@rc.com Direct (860) 275-8345

March 24, 2008

#### Via Certified Mail Return Receipt Requested

«Name and Address»

Re: Cellco

Cellco Partnership d/b/a Verizon Wireless Proposed Telecommunications Facility Falls Village, Connecticut

Dear «Salutation»:

Cellco Partnership d/b/a Verizon Wireless ("Cellco") will be submitting an application to the Connecticut Siting Council ("Council") on or about March 28, 2008, for approval of the construction of a telecommunications facility in the Falls Village section of the Town of Canaan, Connecticut.

The facility would consist of a new 150-foot self-supporting monopole tower, disguised as a pine tree, and a 12' x 30' equipment shelter located on a 7.15 acre parcel at 188 Route 7. The parcel is owned by the Falls Village Fire Department and is the site of its future firehouse. An on-site backup generator would also be installed inside Cellco's shelter. The tower would be designed to accommodate multiple carriers. Access to this site will extend from Route 7.

The location and other features of the proposed facility are subject to change under the provisions of Connecticut General Statutes § 16-50g et seg.

State law provides that owners of record of property which abuts a parcel on which the proposed facility may be located must receive notice of the submission of this application. This notice is directed to you either because you may be an abutting land owner or as a courtesy notice.

March 24, 2008 Page 2

If you have any questions concerning the application, please direct them to either the Connecticut Siting Council or me. My address and telephone number are listed above. The Siting Council may be reached at its New Britain, Connecticut office at (860) 827-2935.

Very truly yours,

Kenneth C. Baldwin

#### **ADJACENT PROPERTY OWNERS**

SITE NAME: FALLS VILLAGE

OWNER NAME: FALLS VILLAGE VOLUNTEER FIRE DEPARTMENT

OWNER ADDRESS: 188 ROUTE 7, FALLS VILLAGE, CONNECTICUT 06031

ASSESSOR'S REFERENCE: N

MAP: 72 LOT: 72

THE FOLLOWING INFORMATION WAS COLLECTED FROM THE TAX ASSESSOR'S RECORDS AND LAND RECORDS OF CANAAN TOWN HALL, CANAAN, CONNECTICUT. THE INFORMATION IS CURRENT AS OF MARCH 17, 2008.

#### THE PARCEL IS ZONED R-80 RESIDENTIAL.

	MAP/LOT	PROPERTY ADDRESS	OWNER AND MAILING ADDRESS
1.	15/12	150 Route 7 South	150 Route 7 South LLC 150 Route 7 South Falls Village, CT 06031
2.	15/13	147 Route 7 South	ERH Main, LLC 147 Route 7 South Falls Village, CT 06031
3.	15/14	Beebe Hill Road	Clifton and Dina Jaeger 167 Beebe Hill Road Falls Village, CT 06031
4.	15/20	197 Route 7 South	John W. Wandell 20 Baileys Shore Road Hampstead, NH 03481
5.	15/11	Route 7 South	Town of Canaan 108 Main Street Falls Village, CT 06031
6.	16/146	Railroad Tracks	State of Connecticut 79 Elm Street, 6 <sup>th</sup> Floor Hartford, CT 06106
7.	15/4	Warren Turnpike	U.S. Department of Interior National Park Service Harpers Ferry Center Harpers Ferry, WV 25425

#### **CERTIFICATION OF SERVICE**

I hereby certify that a copy of the foregoing letter was sent by certified mail, return receipt requested, to each of the parties on the attached lists of abutting landowners.

March 24, 2008

Date

Kenneth C. Baldwin, Esq. Robinson & Cole LLP 280 Trumbull Street

Hartford, CT 06103

Attorneys for CELLCO PARTNERSHIP d/b/a

VERIZON WIRELESS

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**ULS License** 

## PCS Broadband License - KNLH262 - Cellco Partnership

Call Sign

KNLH262

Radio Service

CW - PCS Broadband

Status

Active

Auth Type

Regular

Market

Market

BTA318 - New Haven-Waterbury-Meriden, CT

Channel Block

Submarket

0

Associated Frequencies

(MHz)

001890.000000000-001895.00000000 001970.000000000-

001975.00000000

**Dates** 

Grant

07/23/2007

Expiration

06/27/2017

Effective

07/23/2007

Cancellation

**Buildout Deadlines** 

1st

06/27/2002

2nd

**Notification Dates** 

1st

06/10/2002

2nd

Licensee

FRN

0003290673

Type

Joint Venture

Licensee

Cellco Partnership

1120 Sanctuary Pkwy, #150 GASA5REG

Alpharetta, GA 30004

ATTN Regulatory

P:(770)797-1070 F:(770)797-1036

E:Network.Regulatory@VerizonWireless.com

Contact

Verizon Wireless Sonya R Dutton

1120 Sanctuary Pkwy, #150 GASA5REG

Alpharetta, GA 30004

ATTN Regulatory

P:(770)797-1070 F:(770)797-1036

E: Network. Regulatory@VerizonWireless.com

Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status Common Carrier

Interconnected

Yes

No

No

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?

Is the applicant an alien or the representative of an alien?

Is the applicant a corporation organized under the laws of any foreign government?

No

Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?

Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?

If the answer to the above question is 'Yes', has the applicant received a ruling(s) under Section 310(b)(4) of the Communications Act with respect to the same radio service involved in this application?

#### **Basic Qualifications**

The Applicant answered "No" to each of the Basic Qualification questions.

#### **Tribal Land Bidding Credits**

This license did not have tribal land bidding credits.

#### Demographics

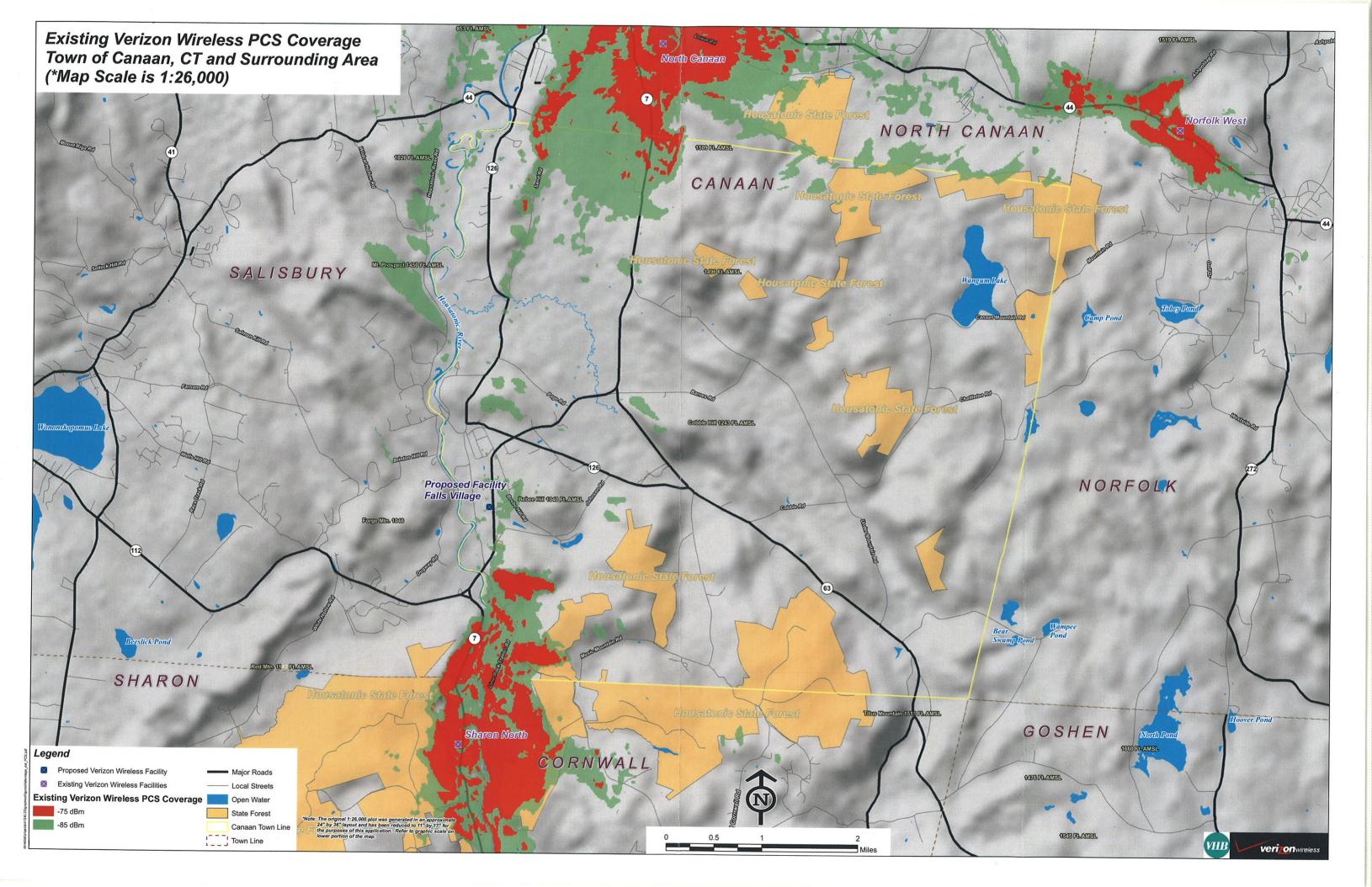
Race

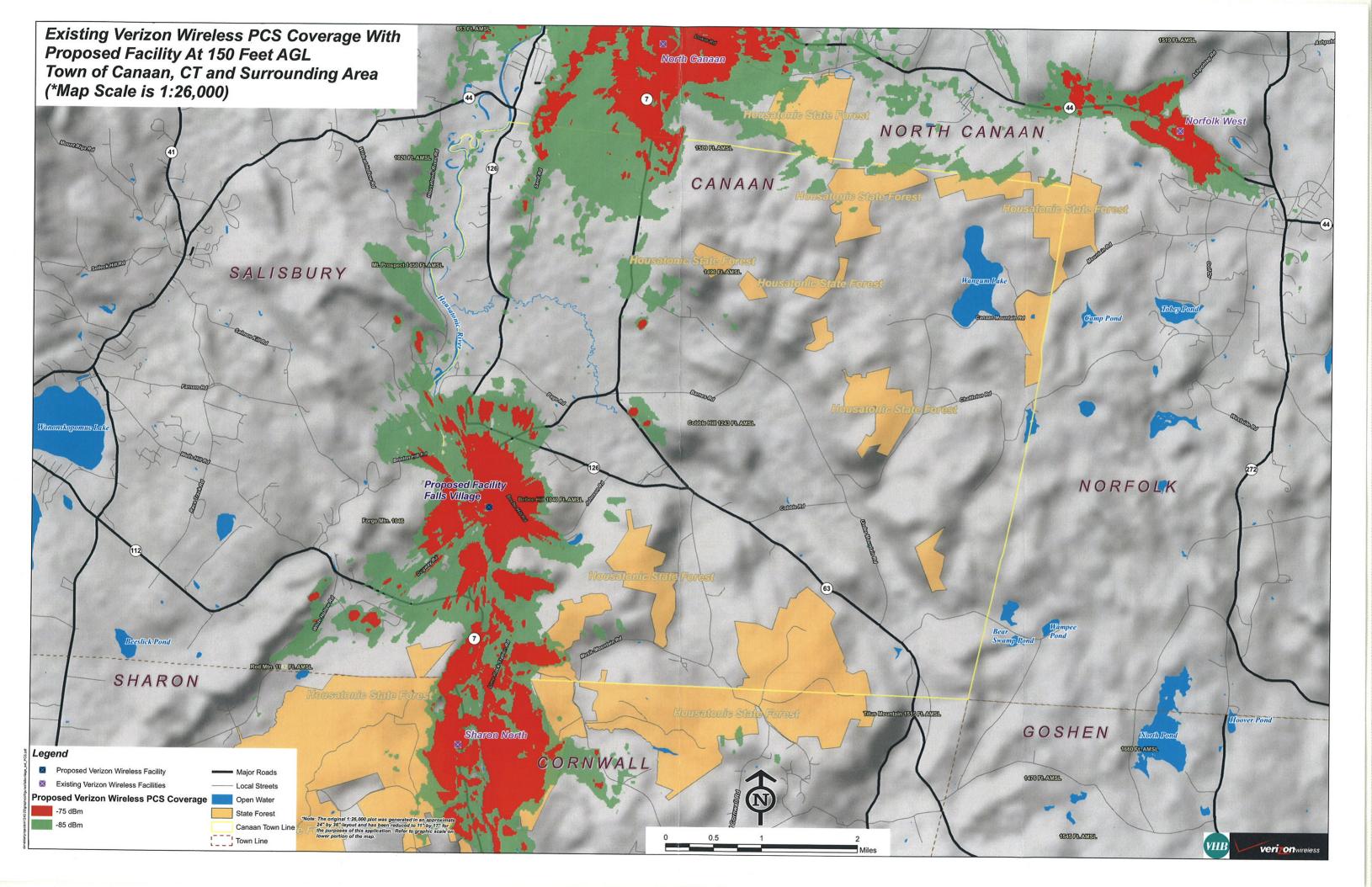
Ethnicity

Gender

No

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# LPA-185080/12CF

When ordering replace "\_\_\_" with connector type.

# **Mechanical specifications**

Length	1806	mm	71.1	in
Width	104	mm	4.1	in
Depth Depth with t-bracket		mm mm	5.9 7.0	
4) Weight	4.8	kg	10.5	lbs
Wind Area Fore/Aft	0.19	m <sup>2</sup>	2.0	ft <sup>2</sup>
Side	0.27	m <sup>2</sup>	2.9	ft <sup>2</sup>

Rated Wind Velocity (Safety factor 2.0) >270 km/hr >168 mph

Wind Load @ 100 mph (161 km/hr) Fore/Aft 325 N 73.1 lbs Side 440 N 98.9 lbs

Antenna consisting of aluminum alloy with brass feedlines covered by a UV safe fiberglass radome.

#### Mounting and Downtilting

Mounting brackets attach to a pipe diameter of Ø50-102 mm (2.0-4.0 in).

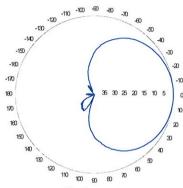
Mounting bracket kit #26799997 Downtilt bracket kit #26799999

The downtil bracket kit includes the mounting bracket kit.

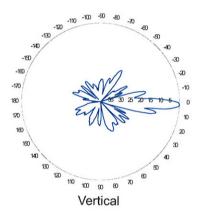
# **Electrical specifications**

Frequency Range	1850-1990 MHz
Impedance	50Ω
3) Connector(s)	NE or E-DIN 1 port / center
1) VSWR	≤ 1.4:1
Polarization	Vertical
1) Gain	17.5 dBi
2) Power Rating	250 W
1) Half Power Angle	
H-Plane	80°
E-Plane	5°
1) Electrical Downtilt	2°
1) Null Fill	10%

# Radiation pattern<sup>1)</sup>

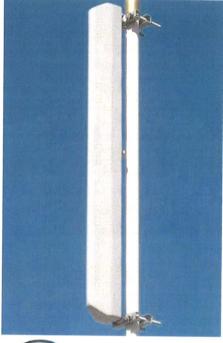


Horizontal



Radiation patterns for all antennas are measured with the antenna mounted on a fiberglass pole.

Mounting on a metal pole will typically improve the Front-to-Back ratio.





Amphenol Antel's **Exclusive 3T (True** Transmission Line Technology) Antenna Design:

- True log-periodic design allows for superior front-to-side characteristics to minimize sector overlap.
- Unique feedline design eliminates the need for conventional solder joints in the signal path.
- A non-collinear system with access to every radiating element for broad bandwidth and superior performance.
- Air as insulation for virtually no internal signal loss.

This Amphenol Antel antenna is under a fiveyear limited warranty for repair or replacement.

Antenna available with center-fed connector only.

Typical values.

Power rating limited by connector only.

Lightning Protection

NE indicates an elongated N connector. E-DIN indicates an elongated DIN connector.

The antenna weight listed above does not include the bracket weight.

Improvements to mechanical and/or electrical performance of the antenna may be made without notice

CF Denotes a Center-Fed Connector.

1850-1990 MHz

Revision Date: 7/12/07

**Direct Ground** 

# LPA-185063/12CF

When ordering replace "\_\_\_" with connector type.

# **Mechanical specifications**

Length	1806	mm	71.1	in
Width	167	mm	6.6	in
Depth Depth with t-bracket		mm mm	5.8 6.9	
<sup>4)</sup> Weight	6.1	kg	13.5	lbs
Wind Area Fore/Aft	0.30	m²	3.3	ft²
Side	0.27	m <sup>2</sup>	2.9	ft <sup>2</sup>

Rated Wind Velocity (Safety factor 2.0) >224 km/hr >139 mph

Wind Load @ 100 mph (161 km/hr) Fore/Aft 479 N 107.6 lbs Side 434 N 97.6 lbs

Antenna consisting of aluminum alloy with brass feedlines covered by a UV safe fiberglass radome.

#### Mounting and Downtilting

Mounting brackets attach to a pipe diameter of Ø50-102 mm (2.0-4.0 in).

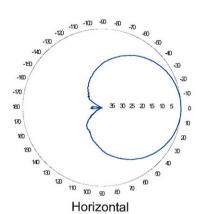
Mounting bracket kit #26799997 Downtilt bracket kit #26799999

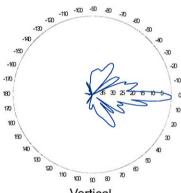
The downtil bracket kit includes the mounting bracket kit.

# Electrical encoifications

Electrical spec	sincations
Frequency Range	1850-1990 MHz
Impedance	50Ω
3) Connector(s)	NE or E-DIN 1 port / center
1) VSWR	≤ 1.4:1
Polarization	Vertical
1) Gain	18.5 dBi
2) Power Rating	250 W
1) Half Power Angle	
H-Plane	63°
E-Plane	5°
1) Electrical Downtilt	2°
1) Null Fill	10%
Lightning Protection	Direct Ground

# Radiation pattern<sup>1)</sup>

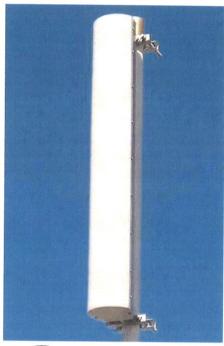




Vertical

Radiation patterns for all antennas are measured with the antenna mounted on a fiberglass pole.

Mounting on a metal pole will typically improve the Front-to-Back ratio.





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CF Denotes a Center-Fed Connector.

1850-1990 MHz



# Lucent CDMA Modular Cell 4.0B Indoor For CDMA Networks



Lucent CDMA Modular Cell 4.0B is a high capacity base station equipped with the state-of-the-art technologies developed by Bell Labs. The product brings you outstanding carrier density and immediate OPEX savings. This indoor product can support up to 8 carriers/3 sectors per frame. It is twice the density of Modular Cell 4.0 (indoor). Modular Cell 4.0B offers full spectrum coverage in a single frame, dramatically simplifying growth patterns. As the leader in spread spectrum technology, Lucent Technologies continues to introduce innovations to the market: Multi-Carrier Radio (15MHz), Block Filters/Wideband Filters, and 40W Power Amplifier Modules are the latest assets integrated in the base station.

#### **Features**

The Modcell 4.0B indoor version offers a small footprint with exceptional carrier density in a standard ETSI cabinet.

- Indoor Single Frame Configuration
- 1-8 carriers per frame at 3 sectors (will support up to 11 carriers with Auxiliary Amplifier Frame)
- Dual Band: one cell to the ECP & mobile
- Close Loop Gain Control
- Timing and Controller Redundancy
- Integrated Power option
- Support CDMA2000™1X, and EV-DO Rev.0, with future support to EV-DO Rev. A
- IP Backhaul and Ethernet Backhaul capable
- · 6-Sector option ready
- Intelligent Antenna option ready

# **Benefits**

- Optimized for highest carrier density, smooth growth in one frame
- Conserves indoor footprint, reducing hardware and floor space requirements
- Minimizes configuration complexity
- Software-Only Carrier Add at certain carrier counts
- Flexible channel growth planning
- Designed to use existing power supply
- Grow CDMA carriers on only 2 antennas/sector
- Multi-Carrier Radio (15MHz), Block Filters/ Wideband Filters, and 40W Power Amplifier Modules



# **Technical Specifications**

#### Description

1. Configurations

a. Sectors

b. Carriers

2. CDMA Channel Card Capacity 3. T1, E1 Facilities

4. User Alarms

5. GPS Antenna

6. Air Interface Standards

7. Frequency Bands

8. Vocoder

9. Environmental Cabinet Housing

10. Cabinet Access

11. Operating Temperature Range

12. Dimensions

13. Estimated Installed Weight

14. Power Options

15. Power Consumption

a. 3 Carrier/3 Sectors b. 6 Carrier/3 Sectors c. 11 Carrier/3 Sectors

16. RF Power (at J4)

17. Minimal Antenna Configuration

18. Filter

19. Growth Frame

21. Channel Elements

20. Operational Accessories

Specification

3, 4 and 6

1-8 per frame at 3 sectors (up to 11 with

Auxiliary Amplifier Frame)

12 slots; CMU IVB capable

Maximum of 20 per cabinet when equipped

with URC-II's

7 Power Alarms, 25 User Alarms

Yes

T1A/E1A 95-A plus TSB-74; T1A/E1A 95-B for

850 MHz; CDMA 2000

850MHz/1900 MHz;

300 to 2100 MHz capable

8 Kbps; 8 Kbps EVRC; 13 Kbps; SMV-ready

Standard ETSI cabinet; UL50 compliant;

zero rear clearance

Front Access

Range: -5 to +40°C (continuous)

600 mm W x 600 mm D x 1880 mm H

(23.6 x 23.6 x 74) inches

365 kg (785 lbs.) DC [8 carriers in one cabinet]

Integrated Power, AC 120/240 Volt Input, -48V or +24 V DC Conversion

Non-integrated Power requires either + 24 VDC Input or - 48 VDC Input

5449 W

10026 W

2167 W

25 W per carrier (850) FCC Rated

short-term average

20 W per carrier (850) FCC Rated

long-term average

20 W per carrier (1900) FCC Rated

short-term average

16 W per carrier (1900) FCC Rated

long-term average

2 antennas/sector

Block and Wide Band Dual Duplex

PCS AUX Frame, Dual Band

Growth Frame

Integrated Power

Channel pooling across sectors or carriers

To learn more about our comprehensive portfolio, please contact your Lucent Technologies Sales Representative or visit our web site at http://www.lucent.com.

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MOB-Mod4B-i 0106

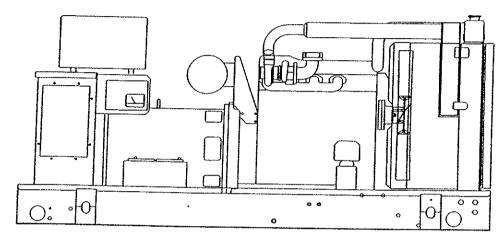


**SD060** 

# **Liquid Cooled Diesel Engine Generator Sets**

Continuous Standby Power Rating 60KW 60 Hz / 60KVA 50 Hz

Prime Power Rating 48KW 60 Hz /48KVA 50 Hz



Power Matched
GENERAC 3.9DTA ENGINE
Turbocharged

# **FEATURES**

- INNOVATIVE DESIGN & PROTOTYPE TESTING are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- TEST CRITERIA:
  - ✓ PROTOTYPE TESTED
  - ✓ SYSTEM TORSIONAL TESTED
  - ✓ ELECTRO-MAGNETIC INTERFERENCE
  - ✓ NEMA MG1-22 EVALUATION
  - ✓ MOTOR STARTING ABILITY
  - ✓ SHORT CIRCUIT TESTING
  - ✓ UL 2200 COMPLIANCE AVAILABLE
- SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION. This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized

- FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine.
- SINGLE SOURCE SERVICE RESPONSE from Generac's dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component. You are never on your own when you own an GENERAC POWER SYSTEM.
- ECONOMICAL DIESEL POWER. Low cost operation due to modem diesel engine technology. Betterfuel utilization plus lower cost per gallon provide real savings.
- LONGER ENGINE LIFE. Generac heavy-duty diesels provide long and reliable operating life.
- GENERAC TRANSFER SWITCHES, SWITCHGEAR AND ACCESSORIES. Long life and reliability is synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems, accessories, switchgear and controls for total system compatibility.



# **APPLICATION** & ENGINEERING DATA

# **GENERATOR SPECIFICATIONS**

TYPE	Four-pole, revolving field
ROTOR INSULATION	Class H
STATOR INSULATION	Class H
TOTAL HARMONIC DISTORT	TION<3%
TELEPHONE INTERFERENCE	FACTOR (TIF)<50
ALTERNATOR	Self-ventilated and drip-proof
BEARINGS (PRE-LUBED & SE	ALED)1
COUPLING	Direct, Flexible Disc
LOAD CAPACITY (STANDBY)	
LOAD CAPACITY (PRIME)	110%
110, paragraph 5-13.2.6.    Gei	n compliance with NFPA 99, NFPA nerator rating and performance in IS5514, SAE J1349, ISO3046 and

#### **EXCITATION SYSTEM**

☐ BRUSHLESS ...... Magnetically coupled DC current ✓

Eight-pole exciter w/ battery-driven field boost 🗸

Mounted outboard of main bearing /

☐ PERMANENT MAGNET EXCITER ..... Eighteen pole exciter ✓

Magnetically coupled DC current 🗸

Mounted outboard of main bearing √

REGULATION ...... Solid-state 🗸

±1% regulation √

# **GENERATOR FEATURES**

- Four pole, revolving field generator is directly connected to the engine shaft through a heavy-duty, flexible disc for permanent alignment.
- Generator meets temperature rise standards for class "F" insulation as define by NEMA MG1-32.6 and NEMA1-1.65, while the insulation system meets the requirements for the higher class "H" rating.
- All models have passed a three-phase symmetrical short circuit test to assure system protection and reliability.
- Unit is tested with an oscillograph for motor-starting ability by measuring instantaneous voltage dip.
- All models utilize an advanced wire harness design for reliable interconnection within the circuitry.
- Magnetic circuit, including amortisseur windings, tooth and skewed stator design, provides a minimal level of waveform distortion and an electromagnetic interference level which meets accepted requirements for standard AM radio, TV, and marine radio telephone applications.
- Voltage waveform deviation, total harmonic content of the AC waveform, T.I.F. (Telephone Influence Factor) and non-linear loading have been evaluated to acceptable standards in accordance with NEMA MG1.
- Alternator is self-ventilated and drip-proof constructed.
- Fully life-tested protective systems, including "field circuit and thermal overload protection" and optional main-line circuit breakers are capable of handling full output capacity.
- System Torsional acceptability confirmed during Prototype Testing.

# **ENGINE SPECIFICATIONS**

<del></del>	
MAKE	GENERAC
MODEL	3.9DTA
CYLINDERS	4 in-line
DISPLACEMENT	3.9 Liter (238 cu in
BORE	104 mm (4.09 in
STROKE	115 mm (4.52 in
COMPRESSION RATIO	
INTAKE AIR	Turbocharged/Aftercooled
NUMBER OF MAIN BEARINGS	
CONNECTING RODS	4-Dmn Formed Steel
CYLINDER HEAD	Cast Iron Overhead Value
PISTONS	A. Aluminum Allan
CRANKSHAFT	Hordonad Charle
	naidelled, Steet
VALVE TRAIN	
UFTER TYPE	Solid
INTAKE VALVE MATERIAL	Special Heat Resistant Stool
EXHAUST VALVE MATERIAL	Special Heat Desistant Steel
HARDENED VALVE SEATS	Postore the Postore the
THE SERIES THE SERIES	replaceable
ENGINE GOVERNOR	
☐ MECHANICAL (Gear Driven)	Standard
FREQUENCY REGULATION, NO-	LOAD TO FILL LOAD 50%
STEADY STATE REGULATION	W. 200
O ELECTRONIC	
FREQUENCY REGULATION, NO-	
CTEADY CTATE DECUMENTATION	LOAD TO FULL LUAD 0.5%
STEADY STATE REGULATION	<u>+</u> 0.25%
LUBRICATION SYSTEM	
TYPE OF OIL PUMP	
OIL FILTER	Gear
CDANKCASE CADACITY	Full now, Cartridge
CRANKCASE CAPACITY	
OIL COOLER	Oil to water
COOLING SYSTEM	
TYPE OF SYSTEM	Described Of LO
WATER DUISE	Pressunzed, Closed Recovery
WATER PUMP	Pre-Lubed, Self-Sealing
TYPE OF FAN	Pusher
NUMBER OF FAN BLADES	7
DIAMETER OF FAN	457 mm (18 in.)
COOLANT HEATER	120V, 1800 W
FUEL SYSTEM	
FUEL	#2D Fuel (Min Cetane #40)
(Fuel sl	hould conform to ASTM Spec.)
TUEL FILTER	Single Cartridge
FUEL INJECTION PUMP	Stanadyne
FUEL PUMP	Mechanical
NJECTORS	Multi-Hole Nozzla Typa
ENGINE TYPE	Discost initiation
SIEL LINE (Complete	Direct injection
TUEL LINE (Supply)	
UEL RETURN LINE	6.35 mm (0.25 in.)
TARTING AID	Glow Plugs
LECTRICAL SYSTEM	
	20.4
ATTERY CHARGE ALTERNATOR	30 Amps at 24 V
TARTER MOTOR	24 V
ECOMMENDED BATTERY	(2)12 Voft, 90 A.H., 4DLT
ROUND POLARITY	Negative
e. No ovedoad canability is available for this ratios. (All m	oficial in normalism country DOEE14 4001040

Rating definitions- Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BSSS14, ISO3046 and DIN6271). Prime (Unlimited Running Time): Applicable for supplying electric power in Reu of commercially purchased power. Prime power is the maximum power available at variable load. A 10% overload capacity is available for 1 hour in 12 hours. (All ratings in accordance with BSSS14, ISO3046, ISO8528 and DIN6271).



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# **OPERATING DATA**

Angeria esser

	STAN	IDBY	PRI	ME
CEMEDATOR OUTPUT VOLTA	SD	060	SD	060
GENERATOR OUTPUT VOLTAGE/KW-60Hz		Rated AMP		Rated AMP
120/240V, 1-phase, 1.0 pf	60	250	48	200
120/208V, 3-phase, 0.8 pf NOTE: Consultyour	60	208	48	166
120/240V, 3-phase, 0.8 pf Generac dealer for	60	180	48	144
277/480V, 3-phase, 0.8 pf additional voltages.	60	90	48	72
600V, 3-phase, 0.8 pf	60	72	48	58
GENERATOR OUTPUT VOLTAGE/KVA-50Hz	- <del>/</del>	Rated AMP		Rated AMP
110/220V, 1-phase, 1.0 pf	48	218	38	172
115/200V, 3-phase, 0.8 pf NOTE: Consult your	60	173	48	138
100/200V, 3-phase, 0.8 pf Generac dealer for	60	173	48	138
231/400V, 3-phase, 0.8 pf additional voltage	60	87	48	69
480V, 3-phase, 0.8 pf	60	72	48	58
MOTOR STARTING KVA				
Maximum at 35% instantaneous voltage dip	120/208/240V	277/480V	120/208/240V	277/480V
with standard alternator; 50/60 Hz	100/120	117/141	100/120	117/141
with optional alternator; 50/60 Hz	234/281	276/331	234/281	276/331
UEL				
Fuel consumption—60 Hz Load	100%	<u>80%</u>	100%	80%
gal./hr.	4.3	3.6	3.6	3.0
liters/hr.	16.3	13.5	13.6	11.3
Fuel consumption—50 Hz gal./hr.	3.6	3.0	3,0	2.5
liters/hr.	13.5	11.2	11.3	9.3
Fuel pump lift				
OOLING				
Coolant capacity System - lit. (US gal.)	15.9	` '	15.9	(4.2)
Engine - lit. (US gal.)	6.4 (	(1.7)	6.4 (	(1.7)
Radiator - lit. (US gal.)	9.5 (	(2.5)	9.5 (	2.5)
Coolant flow/min. 60 Hz - lit. (US gal.)	128		128	
50 Hz - lit. (US gal.)	107		107	
Heat rejection to coolant 60 Hz full load BTU/hr.	170,	· ·	136,	
Heat rejection to coolant 50 Hz full load BTU/hr.	142,	1	113,	
niet air to radiator 60 Hz - m³/min. (cfm)	204 (7		204 (7	
50 Hz - m³/min. (cfm)	170 (6		170 (6	
Max. air temperature to radiator °C (°F)				
Max. ambient temperature °C (°F)	54.4 ( 48.9 (		54.4 ( 48.9 (	
MBUSTION AIR REQUIREMENTS				· · · · · · · · · · · · · · · · · · ·
Now at rated power 60 Hz - cfm	20	9	16	8
50 Hz - m³/min.	4.7		3.6	
HAUST				
xhaust flow at rated output 60 Hz - m³/min. (cfm)	15.5 (		12.4 (	439)
50 Hz - m³/min. (cfm)	12.3 (		10 (3	-cov
lax recommended back pressure "Ho	1.5		1.5	
xhaust temperature 60 Hz (full load) °C (°F)	524 (9		459 (8	
xhaust outlet size	3"		3'	
GINE				
ated RPM 60 Hz	180	0	180	0
50 Hz	150		150	
at rated KW 60 Hz	92		74	
50 Hz	73		59	
ston speed 60 Hz - m/min. (ft./min.)		1		
50 Hz - m/min. (ft./min.)	414 (13		414 (1)	
	345 (11	' 1	345 (1	•
MEP 60 Hz - psi 50 Hz - psi	170 161		138 130	
ATION FACTORS			100	
mperature				
5% for every 10°C above - °C	25		25	
2.77% for every 10°F above - °F	77	1	77	
tude	**	1	**	
1.1% for every 100 m above - m	1829	)	1829	9
3.5% for every 1000 ft. above - ft.	6000		6000	

Million co

- High Coolant Temperature Automatic Shutdown
- Low Coolant Level Automatic Shutdown
- Low Oil Pressure Automatic Shutdown
- Overspeed Automatic Shutdown (Solid-state)
- Crank Limiter (Solid-state)
- Oil Drain Extension
- Radiator Drain Extension
- Factory-Installed Cool Flow Radiator
- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Rubber-Booted Engine Electrical Connections
- Secondary Fuel Filter

- Fuel Lockoff Solenoid
- Staintess Steel Flexible Exhaust Connection
- Battery Charge Alternator
- **■** Battery Cables
- Battery Tray
- Vibration Isolation of Unit to Mounting Base
- 12 Volt, Solenoid-activated Starter Motor
- Air Cleaner
- Fan Guard
- Control Console
- Radiator Duct Adapter

# **OPTIONS**

- OPTIONAL COOLING SYSTEM ACCESSORIES
  - O Coolant Heater 120V
- OPTIONAL FUEL ACCESSORIES
  - O Flexible Fuel Lines
  - O UL Listed Fuel Tanks
  - O Base Tank Low Fuel Alarm
  - O Primary Fuel Filter
  - O Primary Fuel Filter with Heater
- **OPTIONAL EXHAUST ACCESSORIES** 
  - O Critical Exhaust Silencer
- OPTIONAL ELECTRICAL ACCESSORIES
  - O Battery, 12 Volt, 135 A.H., 4DLT
  - O 2A Battery Charger
  - O 10A Dual Rate Battery Charger
  - O Battery Heater
- OPTIONAL ALTERNATOR ACCESSORIES
  - O Alternator Upsizing
  - O Alternator Strip Heater
  - O Alternator Tropicalization
  - O Voltage Changeover Switch
  - O Main Line Circuit Breaker
- CONTROL CONSOLE OPTIONS
  - O Analog Control "C" Panel (Bulletin 0151160SBY)
  - O Analog/Digital Control "E" Panel (Bulletin 0161310SBY)

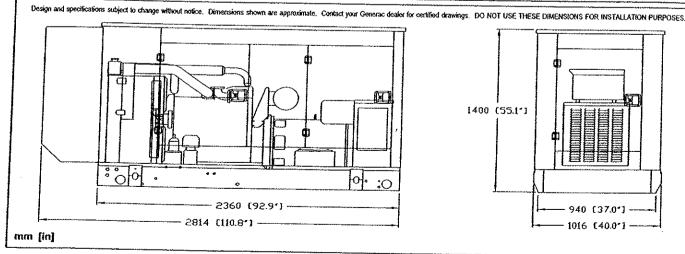
#### **ADDITIONAL OPTIONAL EQUIPMENT**

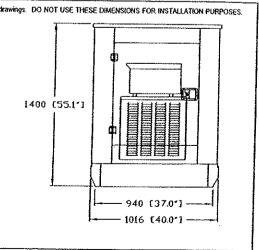
- O Automatic Transfer Switch
- O Isochronous Governor
- O 3 Light Remote Annunciator
- O 5 Light Remote Annunciator
- O 20 Light Remote Annunciator
- O Remote Relay Panels
- O Unit Vibration Isolators (Pad/Spring)
- O Oil Make-Up System
- O Oil Heater
- O 5 Year Warranties
- O Export Boxing
- O GenLink® Communications Software

#### **OPTIONAL ENCLOSURE**

- Weather Protective
- O Sound Attenuated
- O Aluminum and Stainless Steel
- O Enclosed Muffler

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# Site Search Summary Falls Village

Section 16-50j-74(j) of the Regulations of Connecticut State Agencies requires the submission of a statement that describes "the narrowing process by which other possible sites were considered and eliminated." In accordance with this requirement, descriptions of the general site search process, the identification of the applicable search area and the alternative locations considered for development of the proposed telecommunications facility in the Falls Village section of Canaan are provided below.

# Site Search Process

To initiate its site selection process in an area where a coverage or capacity problem has been identified, Cellco first establishes a "site search ring" or "site search area." In any search ring or search area, Cellco seeks to avoid the unnecessary proliferation of towers and to reduce the potential adverse environmental effects of the cell site, while at the same time maximizing the quality of service provided from a particular facility. These objectives are achieved by initially locating existing towers and other sufficiently tall structures within and near the site search area. If any are found, they are evaluated to determine whether they are capable of supporting Cellco's telecommunications equipment at a location and elevation that satisfies its technical requirements.

Cellco maintains one (1) existing communications facility located within approximately four (4) miles of the proposed Falls Village Facility. This facility, Cellco's Sharon North cell site, however, cannot provide the coverage or capacity relief needed in the identified problem areas, along Route 7 and portions of Routes 112 and 126 and local roads in the Falls Village area. (See Attachment 7).

	OWNER/OPERATOR	FACILITY TYPE	<u>LOCATION</u>	ANTENNA HEIGHT
1.	SBA Communications	Monopole (Tree)	477 Route 7	130'

If existing towers or structures are not available or technically feasible, other locations are investigated where the construction of a new tower is required to provide adequate elevation to satisfy Cellco's requirements. The list of available locations may be further reduced if, after preliminary negotiations, the property owners withdraw a site from further consideration. From among the remaining locations, the proposed sites are selected by eliminating those that have greater potential for adverse environmental effects and fewer benefits to the public (i.e., those requiring taller towers, possibly with lights; those with substantial adverse impacts on densely populated residential areas; and those with limited ability to share space with other public or private telecommunications entities). It should be noted that in any given site search, the weight afforded to factors considered in the selection process will vary depending upon the availability and nature of sites within the search area.

# Identification of the Falls Village (Canaan) Search Area

The purpose of the proposed Falls Village Facility is to provide reliable PCS coverage to a portion of the significant coverage gaps that have been identified along Route 7 and portions of Route 112 and 126 as well as local roads in the Falls Village area. The coverage gaps referenced above were identified using best server propagation modeling tools. These tools are fine-tuned regularly through the use of base-line drive data.

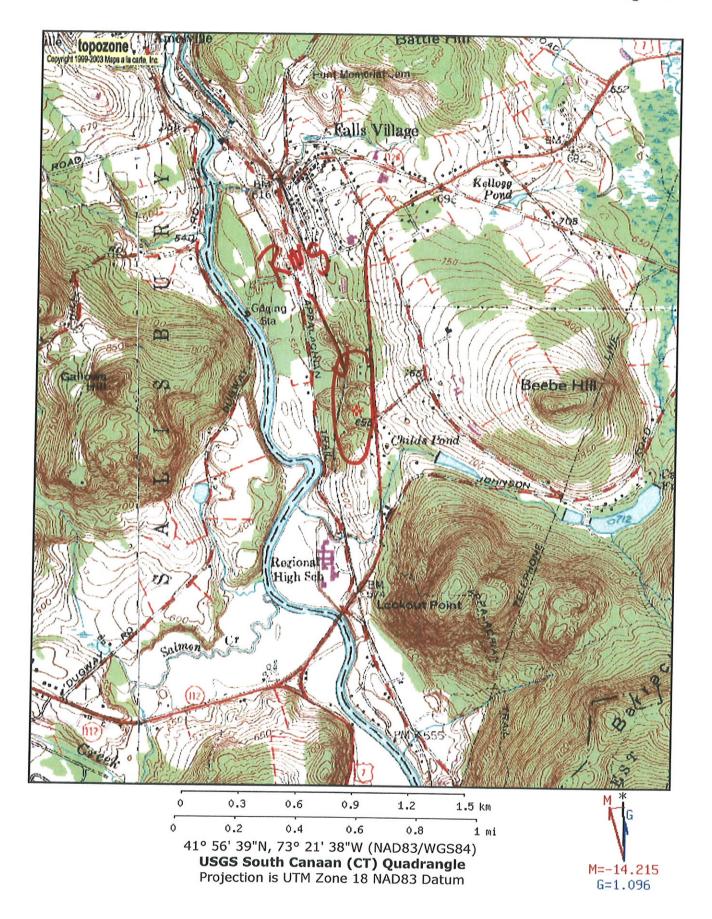
Cellco issued its Falls Village search area in May of 2006. As a matter of practice, Cellco's initial site search effort focuses on municipal or other quasi-public properties that might be available and appropriate locations for a telecommunications facility. If no public properties are available, Cellco investigates private land within or near the designated search area.

# Sites Investigated in the Falls Village (Canaan) Area

In the Fall of 2006, Cellco's real estate representatives contacted the Canaan First Selectman, Patricia Mechare, to discuss the availability of Town-owned property along Route 7 for a telecommunications facility. Ms. Mechare asked that Cellco investigate the Town-owned parcel immediately south of the FVFD site first, which it did. The Town-owned parcel is currently used by the Canaan Highway Department for truck and material storage. The ground elevation on the Town-owned parcel drops off to the south and west. Use of this site would, therefore, require the installation of a taller tower.

In an effort to keep the tower height as low as possible, Cellco again spoke with Ms. Mechare about the possible use of the FVFD property. Cellco was able to successfully negotiate a lease with the Falls Village Volunteer Fire Department.

Cellco also investigated the use of a CL&P transmission line tower off Beebe Hill Road. This site was originally proposed by Sprint/Nextel and approved by the Council in Petition No. 701. Sprint/Nextel abandoned this site and the Council's approval in 2006.



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# Visual Resource Evaluation Report

# Proposed Wireless Telecommunications Facility

Route 7
Falls Village
Canaan, Connecticut

Prepared for



Prepared by

VHB/Vanasse Hangen Brustlin, Inc. 54 Tuttle Place Middletown, CT 06457

# **Visual Resource Evaluation**

Cellco Partnership (dba Verizon Wireless) seeks approval from the Connecticut Siting Council for a Certificate of Environmental Compatibility and Public Need for the construction of a wireless telecommunications facility ("Facility") to be located on property off Route 7 in the Falls Village section of The Town of Canaan, Connecticut (identified herein as the "host property"). This Visual Resource Evaluation was conducted to evaluate the visibility of the proposed Facility within a two-mile radius ("Study Area").

# **Project Introduction**

The proposed Facility includes the installation of a 157-foot tall "monopine", designed to resemble an evergreen tree, with associated ground equipment located at its base. Both the proposed monopine and ground equipment would be situated within a fence-enclosed compound. The proposed project area is located at approximately 650 feet Above Mean Sea Level (AMSL). Access to the Facility would be provided via a proposed site driveway associated with a future development located on the host property. Verizon proposes to install its wireless telecommunications antenna at a height of 150 feet, the effective top of the monopole. The additional seven feet of height is necessary to provide a more realistic appearance to the top portion of the simulated conifer.

# Site Description and Setting

The host property consists of approximately 7.15 acres of land and is owned by the Falls Village Volunteer Fire Department, which is in the process of constructing an approximate 13,600-square foot fire department building and associated parking areas on currently cleared land. Attachment A contains a map that depicts the location of the proposed Facility and the limits of the Study Area. Land use within the general vicinity of the proposed Facility and host property currently consists of low-density residential development, large tracts of undeveloped woodlands and a roadside restaurant located along Route 7 to the south of the proposed Facility. Segments of Route 7, Route 63, Route 112 and Route 126, important regional state numbered routes, traverse the Study Area. In total, the Study Area features approximately 55 linear miles of roadways.

The topography within the Study Area is characterized by the Housatonic River valley and steep ridgelines located to its east and west. Ground elevations within the Study Area range from approximately 480 feet AMSL to approximately 1,420 feet AMSL. The Study Area contains approximately 112 acres of surface water, dominated in large measure by The Housatonic River. The tree cover within the Study Area consists mainly of mixed deciduous hardwood species interspersed with stands of mature evergreens. The tree canopy occupies approximately 6,527 acres of the 8,042-acre study area (81%). During the in-field activities associated with this analysis, an infrared laser range finder was used to accurately determine the average tree canopy height throughout the Study Area. Numerous trees were selected for measurement and the average tree canopy was determined to be 65 feet.

#### **METHODOLOGY**

In order to better represent the visibility associated with the Facility, VHB uses a two-fold approach incorporating both a predictive computer model and in-field analysis. The predictive model is employed to assess potential visibility throughout the entire Study Area, including private property and/or otherwise inaccessible areas for field verification. A "balloon float" and Study Area drive-through reconnaissance are also conducted to obtain locational and height representations, back-check the initial computer model results and provide documentation from publicly accessible areas. Results of both activities are analyzed and incorporated into the final viewshed map. A description of the methodologies used in the analysis is provided below.

# Visibility Analysis

Using ESRI's ArcView® Spatial Analyst, a computer modeling tool, the areas from which the top of the Facility is expected to be visible are calculated. This is based on information entered into the computer model, including Facility height, its ground elevation, the surrounding topography and existing vegetation. Data incorporated into the predictive model includes a digital elevation model (DEM) and a digital forest layer for the Study Area. The DEM was derived from the United States Geological Survey (USGS) National Elevation Dataset (NED), a seamless, publicly available elevation dataset with an approximate 30-meter resolution. The forest layer was derived through on-screen digitizing in ArcView® GIS from 2001 and 2005 digital orthophotos with 1-meter and 2-meter pixel resolutions, respectively.

Once the data are entered, a series of constraints are applied to the computer model to achieve an estimate of where the Facility will be visible. Initially, only topography was used as a visual constraint; the tree canopy is omitted to evaluate all areas of potential visibility without any vegetative screening. Although this is an overly conservative prediction, the initial omission of these layers assists in the evaluation of potential seasonal visibility of the proposed Facility. A conservative tree canopy height of 50 feet is then used to prepare a preliminary viewshed map for use during the Study Area reconnaissance. The average height of the tree canopy is determined in the field using a hand-held infra-red laser range finder. The average tree canopy height is incorporated into the final viewshed map; in this case, 65 feet was identified as the average tree canopy height. The forested areas within the Study Area were then overlaid on the DEM with a height of 65 feet added and the visibility calculated. As a final step, the forested areas are extracted from the areas of visibility, with the assumption that a person standing among the trees will not be able to view the Facility beyond a distance of approximately 500 feet. Depending on the density of the vegetation in these areas, it is assumed that some locations within this range will provide visibility of at least portions of the Facility based on where one is standing. This analysis was conducted in four increments in order to provide an estimate how much of the Facility will be seen from visible areas. As such, the model calculated areas of potential tree line views and/or views of

the upper 25% of the proposed monopole; locations where approximately half of the proposed structure would be visible; areas where approximately 75% of the monopole would be visible; and locations where the entire Facility would be visible. The results where then consolidated into a single thematic layer.

Also included on the map is a data layer, obtained from the Connecticut State Department of Environmental Protection ("CTDEP"), which depicts various land and water resources such as parks and forests, recreational facilities, dedicated open space, CTDEP boat launches and other categories. This layer is useful in identifying potential visibility from any sensitive receptors that may be located within the Study Area. In addition, the Study Area contains an approximate 5-mile segment of the Appalachian National Scenic Trail and just over two miles of the Mohawk Trail (part of the Connecticut Blue Blaze system). Lastly, based on both a review of published information and discussions with municipal officials in Canaan, it was determined that the portion of Route 7 contained within the Study Area is a state-designated scenic roadway.

A preliminary viewshed map (using topography and a conservative tree canopy height of 50 feet) is generated for use during the in-field activity in order to confirm that no significant land use changes have occurred since the aerial photographs used in this analysis were produced and to verify the results of the model in comparison to the balloon float. Information obtained during the reconnaissance is then incorporated into the final visibility map.

# **Balloon Float and Study Area Reconnaissance**

On September 12, 2007 and September 13, 2007 Vanasse Hangen Brustlin Inc., (VHB) conducted "balloon floats" at the proposed Facility location to further evaluate the potential viewshed within the Study Area. The balloon floats consisted of raising and maintaining an approximate four-foot diameter, helium-filled weather balloon at the proposed site location at a height of 157 feet. Once the balloon was secured at a height of 157 feet, VHB staff conducted a drive-by reconnaissance along the roads located within the Study Area with an emphasis on nearby residential areas and other potential sensitive receptors in order to evaluate the results of the preliminary viewshed map and to verify where the balloon was, and was not, visible above and/or through the tree canopy. The September 12th balloon focused on reconnaissance along the roadways and other publicly accessible locations within the Study Area while the September 13th float was primarily conducted to identify potential visibility from nearby portions of the Appalachian Trail and Mohawk Trail. During the balloon floats, the temperature was approximately 80 degrees Fahrenheit with calm wind conditions and mostly sunny skies.

# **Photographic Documentation**

During the balloon floats, VHB personnel drove the public road system within the Study Area and hiked nearby potions of the Appalachian Trail and Mohawk Trail to inventory those areas where the balloon was visible. The balloon was photographed from a number of different vantage points to document the actual view towards the proposed Facility. Several photographs where the balloon was not visible are also included. The locations of the photos are described below:

- 1. View from Six Rod Road at Route 7.
- 2. View from Bebee Hill Road at Six Rod Road.
- 3. View from Bebee Hill Road north of Six Rod Road.
- 4. View from Route 112 adjacent to house #531.
- 5. View from Route 112 west of Route 7.
- 6. View from Route 112 at Route 7 traffic triangle.
- 7. View from Route 7 north of Route 112.
- 8. View from semi-exposed outcrop along Mohawk Trail (CT Blue Blaze) west of Lookout Point.
- 9. View from Bebee Hill Road.
- 10. View from Appalachian Trail over Sharon Mountain.
- 11. View from Appalachian Trail on northern shoulder of Sharon Mountain.
- 12. View from Warren Turnpike/Appalachian Trail at Housatonic Valley Regional High School.
- 13. View from Appalachian Trail east of Warren Turnpike.
- 14. View from Main Street at Canaan town offices.
- 15. View from Falls Mountain Road.
- 16. View from Falls Village Canoe Launch.

Photographs of the balloon from the view points listed above were taken with a Nikon D-80 digital camera body and Nikon 18 to 135 mm zoom lens. For the purposes of this report, the lens was set to 50mm. "The lens that most closely approximates the view of the unaided human eye is known as the normal focal-length lens. For the 35 mm camera format, which gives a 24x36 mm image, the normal focal length is about 50 mm."

The locations of the photographic points are recorded in the field using a hand held GPS receiver and are subsequently plotted on the maps contained in the attachments to this document.

<sup>&</sup>lt;sup>1</sup> Warren, Bruce. Photography, West Publishing Company, Eagan, MN, c. 1993, (page 70).

# **Photographic Simulation**

Photographic simulations were generated for the nine representative locations where the balloon was visible during the in-field activities. The photographic simulations represent a scaled depiction of the proposed Facility (a monopine) from these locations. The height of the Facility is determined based on the location of the balloon in the photograph and a proportional monopine image is simulated into the photographs. The simulations are contained in Attachment A.

#### **CONCLUSIONS**

Based on this analysis, areas from where the proposed 157-foot tall Facility would be visible above the tree canopy comprise approximately 24 acres, or less than one half of one percent of the 8,042-acre Study Area. As depicted on the viewshed map (provided in attachment B), much of the visibility associated with the proposed Facility occurs within the immediate vicinity of the host property, which will soon be developed with a fire station complex; additional visibility occurs along select portions of Six Rod Road and Bebee Hill Road to the east. Intermittent views of the proposed monopine may also be achieved along an approximate 0.5-mile segment of Route 112 located to the west of Route 7 (approximately 0.75 to one mile away) and along a limited portion of Route 7 north of Route 112 in the same general area. Potential views may also be achieved from a semi-exposed outcrop along the Mohawk Trail west of Lookout Point (View 8). The map also indicates several small areas of potential year-round visibility located adjacent to Beebe Hill to the northeast of the project site and from the Housatonic Valley Regional High School athletic fields to the southwest. Other than a limited segment where the Appalachian Trail shares the Route 7 right-of-way, no year-round views are anticipated from nearby portions of the trail (View 7). Overall, the rolling topography and extensive vegetative cover contained within the Study Area would serve to minimize the extent of year-round visibility associated with the proposed Facility. VHB estimates that select portions of approximately five residential properties could have at least partial year-round views of the proposed Facility. This includes three residences located Beebe Hill Road/Six Rod Road area and two residences located along Route 112. Such views would be largely mitigated by the design of the proposed Facility as a monopine.

The viewshed map also depicts several additional areas where seasonal (i.e. during "leaf off" conditions) views are anticipated. These areas comprise approximately 46 acres and are mainly located within the immediate vicinity of the host property. VHB estimates that seasonal views of the proposed Facility could be achieved from portions of four additional properties within the Study Area. Limited, seasonal views may also be achieved from a short section of the Mohawk Trail oriented in the direction of the proposed. Again, such views would be significantly minimized by the context-sensitive design of the proposed Facility.

# Attachment A

Photolog Documentation Map, Balloon Float Photographs, and Photographic Simulations



DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 0.07 MILE +/-PHOTO TAKEN FROM SIX ROD ROAD AT ROUTE 7, LOOKING NORTHWEST



Route 7 Falls Village, CT Monopine installation

PHOTO TAKEN FROM BEBEE HILL ROAD AT SIX ROD ROAD, LOOKING SOUTHWEST DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 0.23 MILE +/-



Route 7 Falls Village, CT



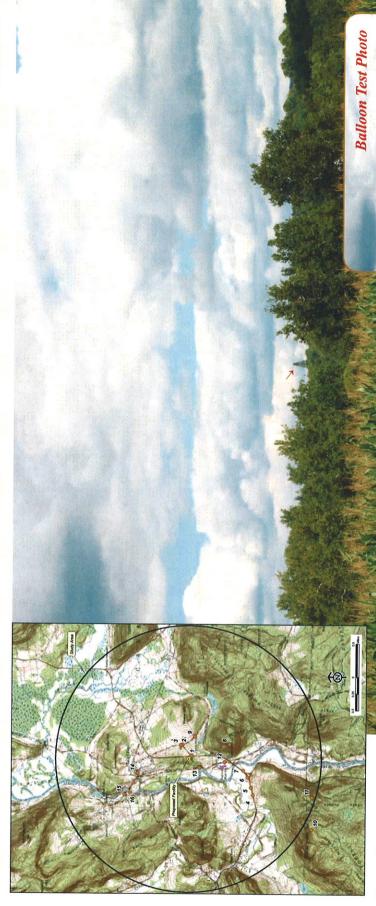




Route 7 Falls Village, CT







Route 7 Falls Village, CT







Route 7 Falls Village, CT Monopine installation

PHOTO TAKEN FROM ROUTE 112 AT ROUTE 7 TRAFFIC TRIANGLE, LOOKING NORTHEAST DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 0.96 MILE +/-









Route 7 Falls Village, CT







Route 7 Falls Village, CT







Monopine installation



PHOTO TAKEN FROM APPALACHIAN TRAIL OVER SHARON MOUNTAIN, LOOKING NORTHEAST - BALLOON IS NOT VISIBLE

DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 2.11 MILES +/-



Falls Village, CT Route 7

Monopine installation

PHOTO TAKEN FROM APPALACHIAN TRAIL ON NORTHERN SHOULDER OF SHARON MOUNTAIN, LOOKING NORTHEAST - BALLOON IS NOT VISIBLE DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 1.93 MILES +/-

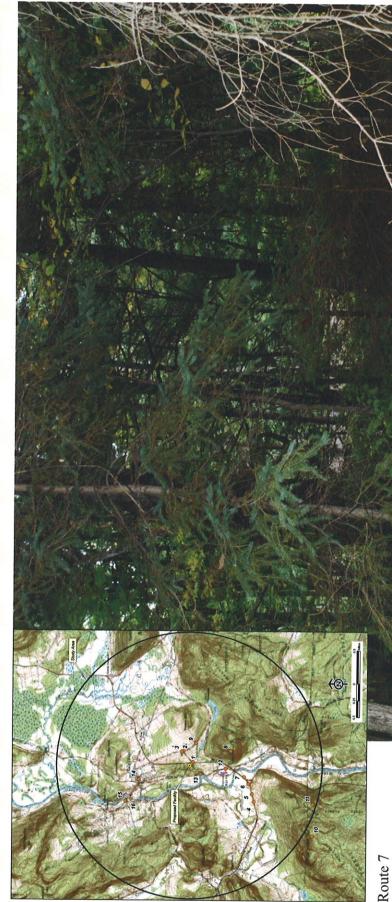




Falls Village, CT







Falls Village, CT

Monopine installation



PHOTO TAKEN FROM APPALACHIAN TRAIL EAST OF WARREN TURNPIKE, LOOKING NORTHEAST - BALLOON IS NOT VISIBLE DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 0.20 MILE +/-



Route 7 Falls Village, CT





Town of

Route 7 Falls Village, CT Monopine installation

PHOTO TAKEN FROM FALLS MOUNTAIN ROAD, LOOKING SOUTHEAST - BALLOON IS NOT VISIBLE DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 1.09 MILES +/-





Falls Village, CT

PHOTO TAKEN FROM FALLS VILLAGE CANOE LAUNCH, LOOKING SOUTHEAST - BALLOON IS NOT VISIBLE DISTANCE FROM THE PHOTOGRAPH LOCATION TO THE PROPOSED SITE IS 1.04 MILES +/-

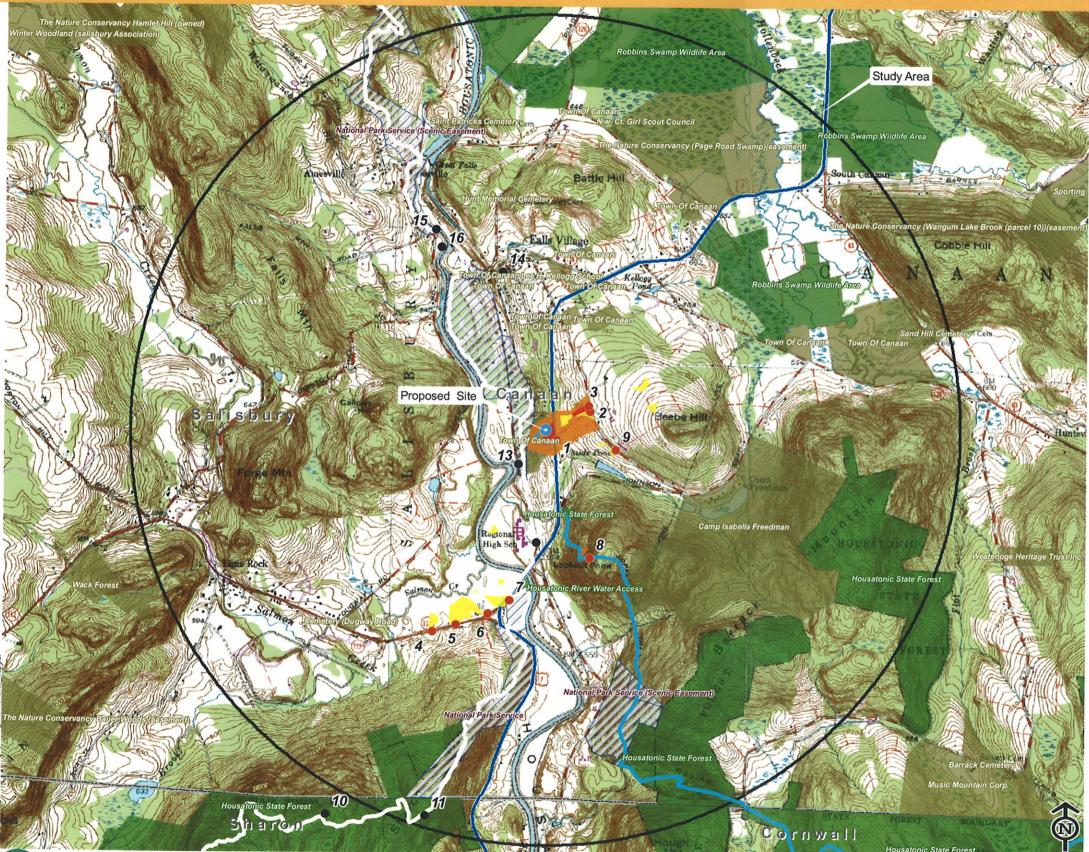


## Attachment B

Viewshed Map

## Topography and Forest Cover as Constraints

## Viewshed Map



## Proposed Verizon Wireless Telecommunications Facility Route 7 Falls Village (Canaan), Connecticut

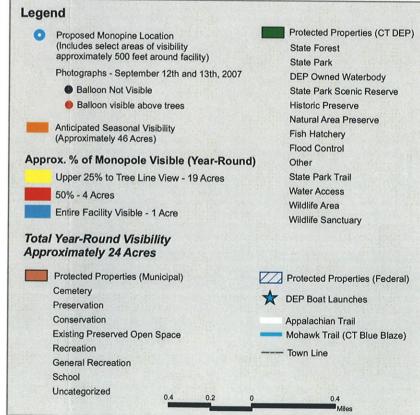
### NOTE:

- Viewshed analysis conducted using ESRI's Spatial Analyst.
- Proposed Facility height is 157 feet.
- Existing tree canopy height estimated at 65 feet.

## **DATA SOURCES:**

- Digital elevation model (DEM) derived from USGS National Elevation Dataset (NED) with a resolution of one arc-second (approximately 30 meters) produced by the USGS, 1925 - 1999
- Forest areas derived from 2006 digital orthophotos with 1-foot pixel resolution; digitized by VHB, 2007
- Base map comprised of South Canaan (1969) and Sharon (1969) USGS Quadrangle Maps
- Protected properties data layer provided CTDEP; May, 2007
- Scenic Roads layer derived from available State and Local listings.

## Map Compiled October, 2007







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## United States Department of the Interior



## FISH AND WILDLIFE SERVICE

New England Field Office 70 Commercial Street, Suite 300 Concord, New Hampshire 03301-5087

October 4, 2007

Reference:

See attached sheet for a list of projects covered by this letter

Lauren Mehringer Trevelyn Potter EBI Consulting 21 B Street Burlington, MA 01803

Dear Ms. Mehringer and Ms. Potter:

This responds to your recent correspondence requesting information on the presence of federally-listed and/or proposed endangered or threatened species in relation to the proposed activity(ies) referenced above.

Based on information currently available to us, no federally-listed or proposed, threatened or endangered species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service are known to occur in the project area(s). Preparation of a Biological Assessment or further consultation with us under Section 7 of the Endangered Species Act is not required.

This concludes our review of listed species and critical habitat in the project location(s) and environs referenced above. No further Endangered Species Act coordination of this type is necessary for a period of one year from the date of this letter, unless additional information on listed or proposed species becomes available.

In order to curtail the need to contact this office in the future for updated lists of federally-listed or proposed threatened or endangered species and critical habitats, please visit the Endangered Species Consultation page on the New England Field Office's website:

www.fws.gov/northeast/newenglandfieldoffice/EndangeredSpec-Consultation.htm

In addition, there is a link to procedures that may allow you to conclude if habitat for a listed species is present in the project area. If no habitat exists, then no federally-listed species are present in the project area and there is no need to contact us for further consultation. If the above conclusion cannot be reached, further consultation with this office is advised. Information describing the nature and location of the proposed activity that should be provided to us for further informal consultation can be found at the above-referenced site.

Thank you for your coordination. Please contact us at 603-223-2541 if we can be of further assistance.

Sincerely yours,

Anthony P. Tur

Endangered Species Specialist New England Field Office

Attachment

ign 1		
<b>Project</b>	<b>Location</b>	Project #
Tower	Wilmington, VT	61051519
Tower	Wilmington, VT	61051518
Tower	Falls Village, CT	61072583
Tower	Weston, MA	61072546



## STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION



Bureau of Natural Resources Wildlife Division 79 Elm Street, 6<sup>th</sup> Floor Hartford, CT 06106 Natural Diversity Data Base

March 18, 2008

Mr. Dean Gustafson Vanasse Hangen Brustlin, Inc. 54 Tuttle Place Middletown, CT 06457-1847

> re: Falls Village CT PCS, Telecommunications Facility on the West Side of Route 7 Near the Intersection of Six Rod Road in Canaan, Connecticut

Dear Mr. Gustafson:

Thank you for your recent correspondence regarding the proposed Falls Village CT PCS, a new telecommunications facility for on the west side of Route 7, near the intersection of Six Rod Road in Canaan, Connecticut. In a letter dated November 15, 2007 I had indicated that there were records for State Endangered Lota lota (burbot) from the nearby Hollenbeck River. Thank you for clarifying that this new facility is located more than two miles from the Hollenbeck River. If this is the case there will be no conflict with the State Endangered burbot. We also had historic records for the State Special Concern Passerculus sandwichensis (savannah sparrow) from this area. I see that Ms. Jenny Dickson (DEP-Wildlife; 860-675-8130) provided comments to your office on November 27, 2007 regarding the savannah sparrow. In that letter Ms. Dickson indicated that this project would be unlikely to have a direct negative impact to this state-listed species. I hope this clarifies my comments regarding this project.

Natural Diversity Data Base information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department's Geological and Natural History Survey and cooperating units of DEP, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the Data Base should not be substitutes for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated into the Data Base as it becomes available.

Please contact me if you have further questions at 424-3592. Thank you for consulting the Natural Diversity Data Base. Also be advised that this is a preliminary review and not a final determination. A more detailed review may be conducted as part of any subsequent environmental permit applications submitted to DEP for the proposed site.

Sincerely.

Dawn M. McKay
Biologist/Environmental Analyst

Cc: NDDB # 15714, 16005 (duplicate)

MAR 20 2000





imagination innovation energy Creating results for our clients and benefits for our communities

January 24, 2008

Vanasse Hangen Brustlin, Inc.

Ref. No. 41240.25

Ms. Dawn McKay, Biologist/Environmental Analyst Connecticut Department of Environmental Protection Natural Resources Center Environmental and Geographic Information Center Natural Diversity Data Base 79 Elm Street - - Store Level Hartford, CT 06106-5127

Re:

Natural Diversity Data Base/Data Request-Review Request NDDB #15714 Proposed Verizon Wireless Facility – Falls Village PCS Route 7, Falls Village (Canaan), Connecticut

Dear Ms. McKay:

Vanasse Hangen Brustlin, Inc. (VHB) has been retained by Cellco Partnership (d.b.a. Verizon Wireless) to review environmental resource information, including threatened or endangered species or designated critical habitats, outlined in 47 CFR Ch.1 § 1.1307 sections (a) and (b) for environmental consequences pursuant to the Federal Communications Commission ("FCC or Commission") requirements. This correspondence is related to previous letters received from the NDDB (#15714) regarding potential conflict with listed species as a result of the proposed development and apparent confusion over the location of this proposed facility.

Verizon Wireless is proposing to construct a new wireless telecommunications facility on property located west of Route 7 near the intersection with Six Rod Road in Falls Village (Canaan), Connecticut. The proposed facility will include the installation of a  $\pm 157$ -foot tall monopine within a proposed  $\pm 50$ -foot by  $\pm 75$ -foot fenced enclosed compound area. The compound area will be situated within a  $\pm 100$ -foot by  $\pm 100$ -foot ground lease area. Verizon Wireless antenna will be attached near the top of the monopine and associated Verizon Wireless ground equipment will be installed at the base of the monopole. Future transmission/reception antenna will be mounted to the monopole and associated future ground equipment will be installed at its base. The proposed  $\pm 20$ -foot wide gravel access/utilities easement for the facility will provide access to the proposed facility from Route 7. This property is also the proposed site of an emergency services facility for the Falls Village Volunteer Fire Department. Verizon Wireless has designed the telecommunications facility in concert with future development plans of the proposed emergency services facility.

Following up on my previous voicemail message and email of January 16, 2008, please find enclosed the following documents with respect to the proposed project to assist in clarifying the location and scope of Verizon Wireless' project.

- November 15, 2007 NDDB Letter from Dawn McKay to Trevelyn Potter.
- November 27, 2007 Wildlife Division letter from Jenny Dickson to Trevelyn Potter.
- Topographic Map depicting the location of the proposed facility.
- Aerial Map depicting the location of the proposed facility.
- Town of Canaan NDDB map section depicting the location of the proposed facility.
- Site Plans detailing the proposed project, revision date 02/05/08.

54 Tuttle Place Middletown, Connecticut 06457-1847 860.632.1500 • FAX 860.632.7879 email: info@vhb.com www.vhb.com Ms. Dawn KcKay Project No.: 41240.25 January 24, 2008 Page 2

On the fourth line of the first paragraph on the November 15, 2007 NDDB correspondence there is a reference to "nearby Hollenbeck River." The proposed facility is located more than 2 miles south of the intersection of Route 7 and Hollenbeck River. As a result, I wanted to clarify the location of the proposed facility and make sure this proposed facility does not result in a potential conflict with state-listed species. There may be some confusion regarding this proposed facility and another facility proposed by Verizon Wireless located 2.5± miles to the north/northeast on the east side of Route 7, which is located near the Hollenbeck River. We have received previous correspondence from NDDB (#15276) regarding this other site, referred to as Canaan PCS, and are currently working with your office on resolving potential conflicts with several listed species.

VHB has reviewed Connecticut's Natural Diversity Data Base (NDDB; please see attached a section of the NDDB map of the Town of Canaan). Based on your criteria, we have determined that the proposed project does not have a conflict with a listed species or significant natural community. Please review the enclosed materials for concurrence with our preliminary findings.

At your earliest convenience, please forward correspondence to my attention. Thank you in advance for your prompt consideration to this request.

Very truly yours,

Dean Auston

Dean Gustafson

Senior Environmental Scientist

Enclosures

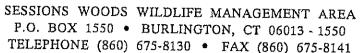




## STATE OF CONNECTICUT

## DEPARTMENT OF ENVIRONMENTAL PROTECTION

## WILDLIFE DIVISION



November 27, 2007

Ms. Trevelyn Potter EBI Consulting 21 B Street Burlington, MA 01803

Re: Proposed telecommunications facility west of Route 7 in Canaan, Connecticut

Dear Ms. Potter:

Materials pertaining to the above project were forwarded to me for review by the DEP Natural Diversity Database (NDDB) on 11/20/07. The NDDB indicated that the state-species of special concern Savannah sparrow (*Passerculus sandwichensis*) occurs in the vicinity of this proposed project.

This species is considered to be a grassland-obligate. It requires open fields to breed, nest and forage in, typically 15 acres or greater. The breeding season for this species is approximately from May through August. It is during this period that Savannah sparrows are most susceptible to disturbances in their feeding and nesting habitat. Minimizing impacts to open fields, meadows and other grassy areas during this time period will likewise minimize impacts to this species.

From the description you provided of the primary vegetation type on-site (wooded), this project is unlikely to have a direct negative impact to this state-listed species. It appears from the materials I received that the height and style of the proposed tower are consistent with current recommendations for minimizing bird strikes. Tower lighting and lighting of the equipment shelter and metering areas should be minimized to the greatest extent possible.

The Wildlife Division has not made an on-site inspection of the project area. Consultation with this office should not be substituted for site-specific surveys that may be required for environmental assessments. This is a preliminary site review and is not a final determination. A more detailed review may be conducted as part of any subsequent environmental permit applications submitted to the DEP for the proposed site. Please be advised that should state permits be required or should state involvement occur in some other fashion, specific restrictions or conditions relating to the species discussed above may apply. In this situation, additional evaluation of the proposal by the DEP Wildlife Division should be requested and species-specific surveys may be required.

Please feel free to contact me if you have additional questions regarding Savannah sparrows.

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Sincerely,

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An Equal Opportunity Employer (Printed on Recycled Paper)



## STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION



Bureau of Natural Resources
Wildlife Division
79 Elm Street, 6<sup>th</sup> Floor
Hartford, CT 06106
Natural Diversity Data Base

November 15, 2007

Ms. Trevelyn Potter EBI Consulting 21 B Street Burlington, MA 01803

re: Falls Village CT PCS, Telecommunications Facility on the West Side of Route 7 in Canaan, Connecticut

Dear Ms. Potter:

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided for the proposed Falls Village CT PCS new telecommunications facility for Cellco Partnership d/b/a "Verizon Wireless" on the west side of Route 7 in Canaan, Connecticut. According to our information there are records for State Endangered *Lota lota* (burbot) from the nearby Hollenbeck River. Please contact Mr. Donald Mysling (DEP-Inland Fisheries; 860-567-8998) for further information regarding this fish species.

We also have historic records for State Special Concern *Passerculus sandwichensis* (savannah sparrow) from this part of Canaan. I have sent your letter to Jenny Dickson (DEP-Wildlife; 860-675-8130) for further review. She will write to you directly with her comments. Our program ecologist, Mr. Ken Metzler (DEP-Wildlife; 860-424-3585) has determined that this project is not in conflict with any known population of state-listed plant species.

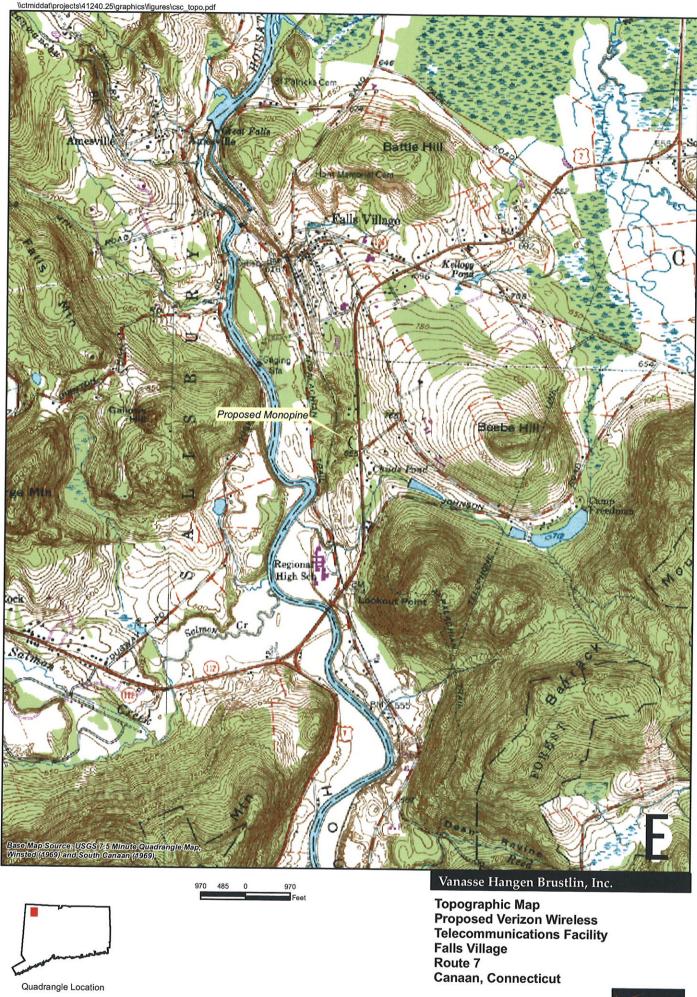
Natural Diversity Data Base information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department's Geological and Natural History Survey and cooperating units of DEP, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the Data Base should not be substitutes for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated into the Data Base as it becomes available.

Please contact me if you have further questions at 424-3592. Thank you for consulting the Natural Diversity Data Base. Also be advised that this is a preliminary review and not a final determination. A more detailed review may be conducted as part of any subsequent environmental permit applications submitted to DEP for the proposed site.

Sincerely,

Biologist/Environmental Analyst

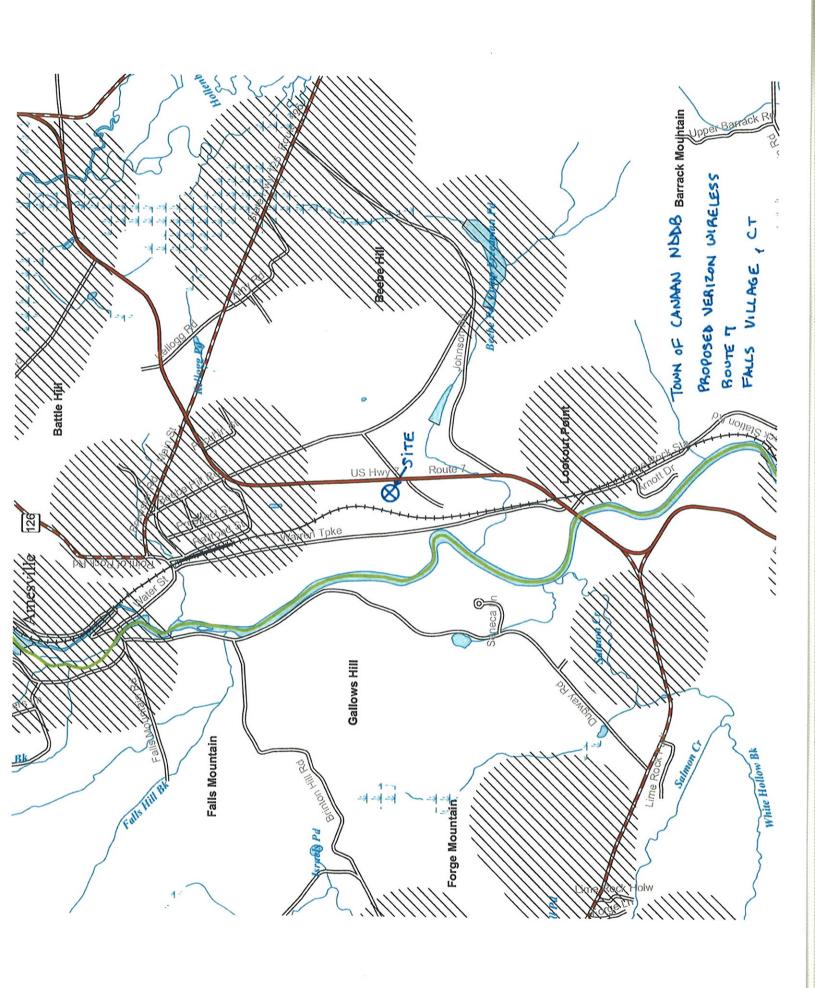
Cc: Jenny Dickson, NDDB # 15714 Donald Mysling





Quadrangle Location

Aerial Photograph Proposed Verizon Wireless Telecommunications Facility Falls Village Route 7 Canaan, Connecticut



## Cellco Partnership

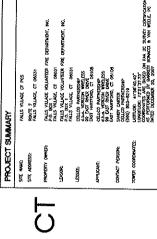
WIRELESS COMMUNICATIONS FACILITY d.b.a. Verizon wireless FALLS VILLAGE CT PCS

t.b.a. verizon wireless

Cellco Partnership

NATECOMM

# FALLS VILLAGE (CANAAN), CT



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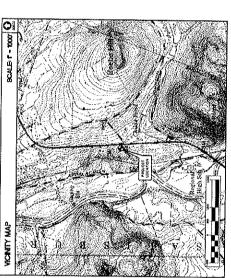
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SITE PLAN

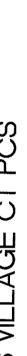
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FALLS VILLAGE CT PCS

ROUTE 7 FALLS VILLAGE, CT



ROUTE 7

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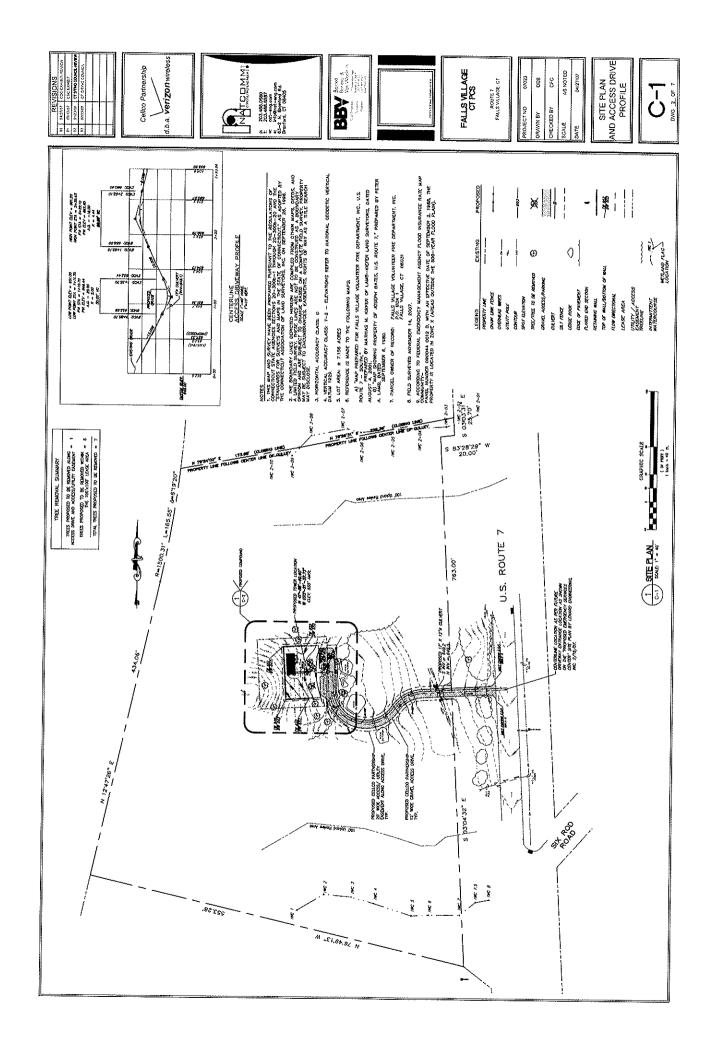
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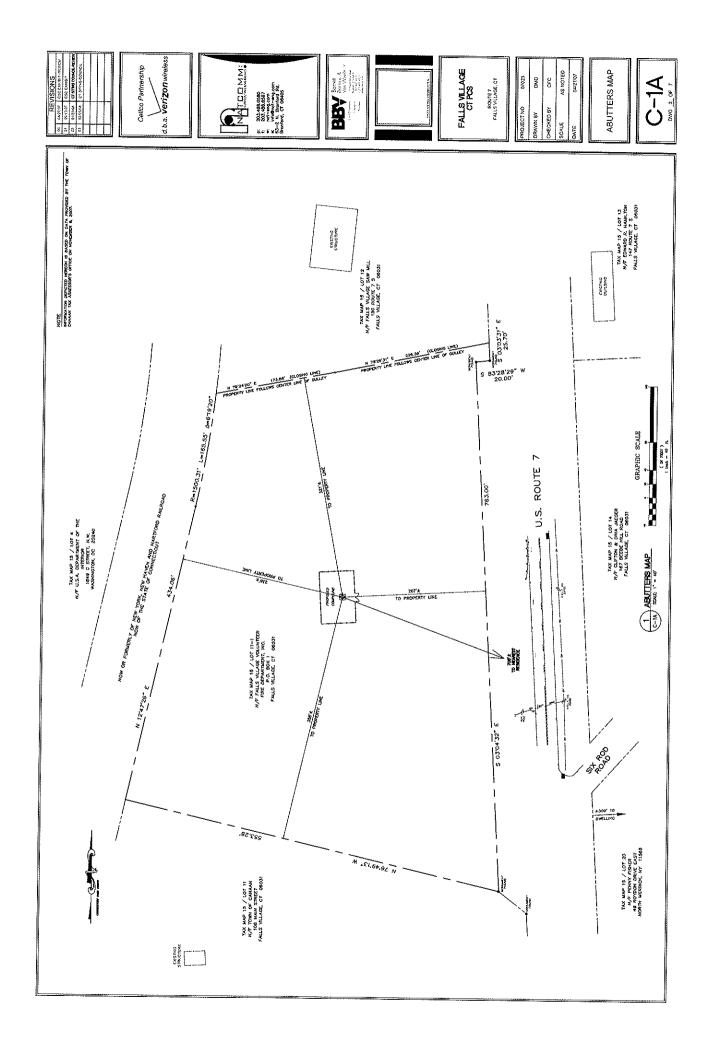
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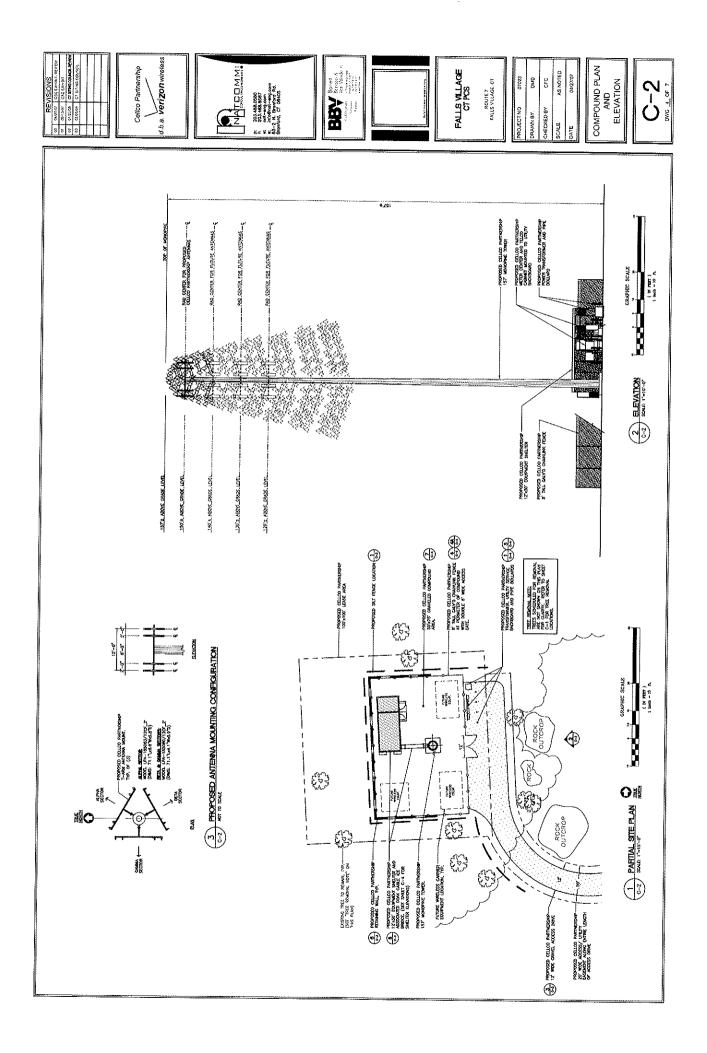
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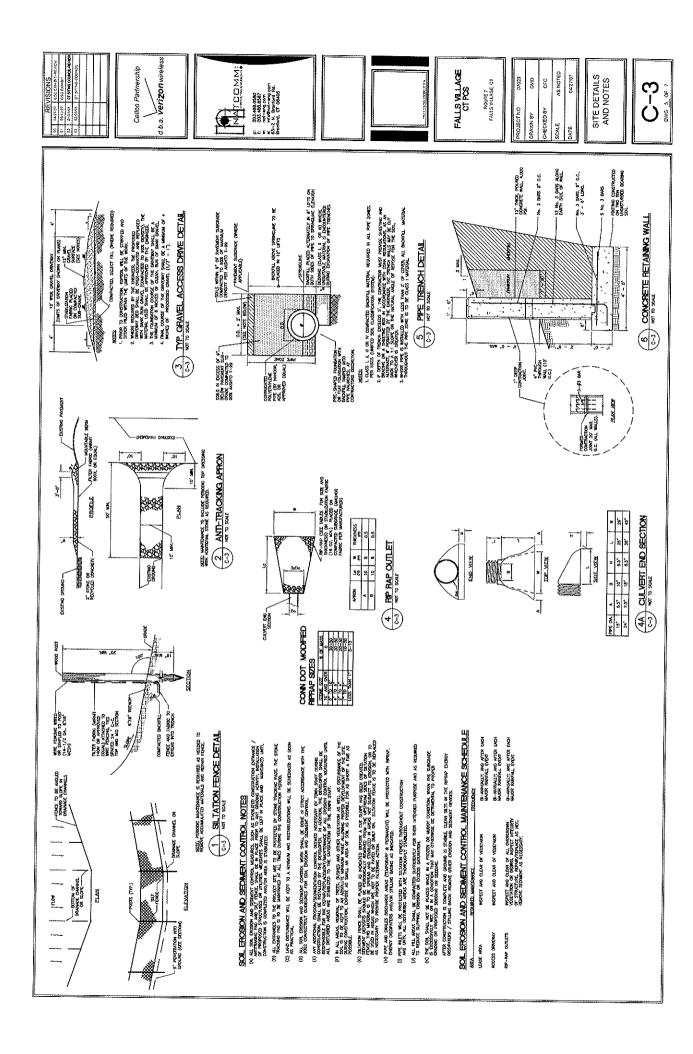
THE PROPOSED WINDLESS FACULT NETALLATION WILL BE DESCRIED BY ACCORDANCE THE 2000 INTERNATIONAL BUILDING CODE AS MODIFIED BY THE 2005 CONNECTIVETY SUPPLIESS.

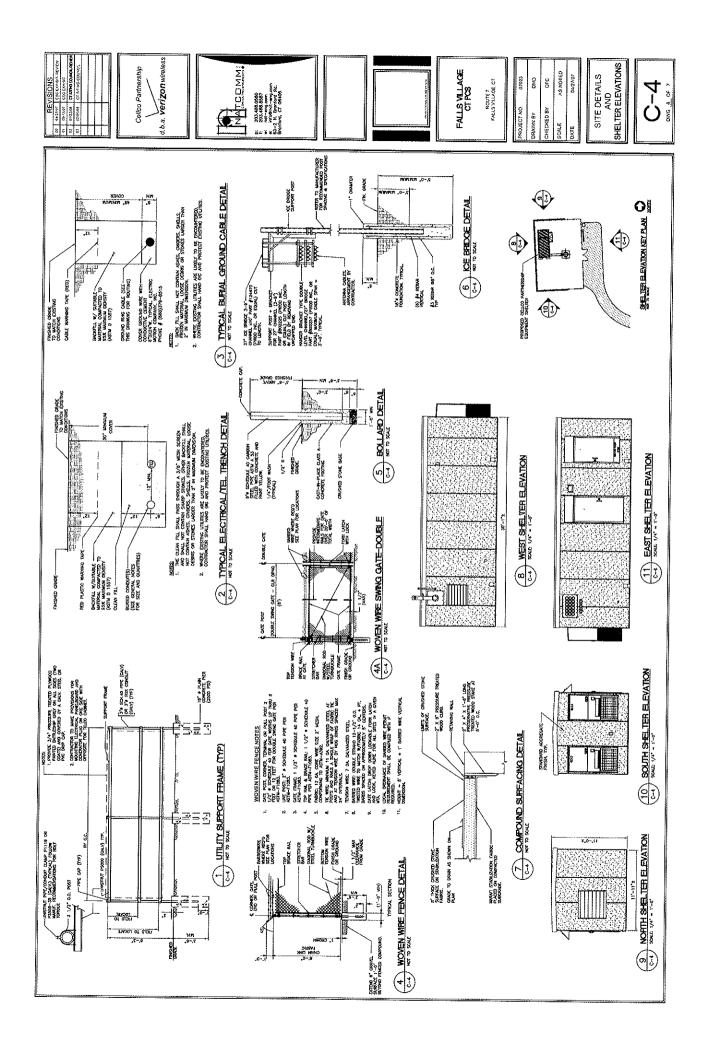
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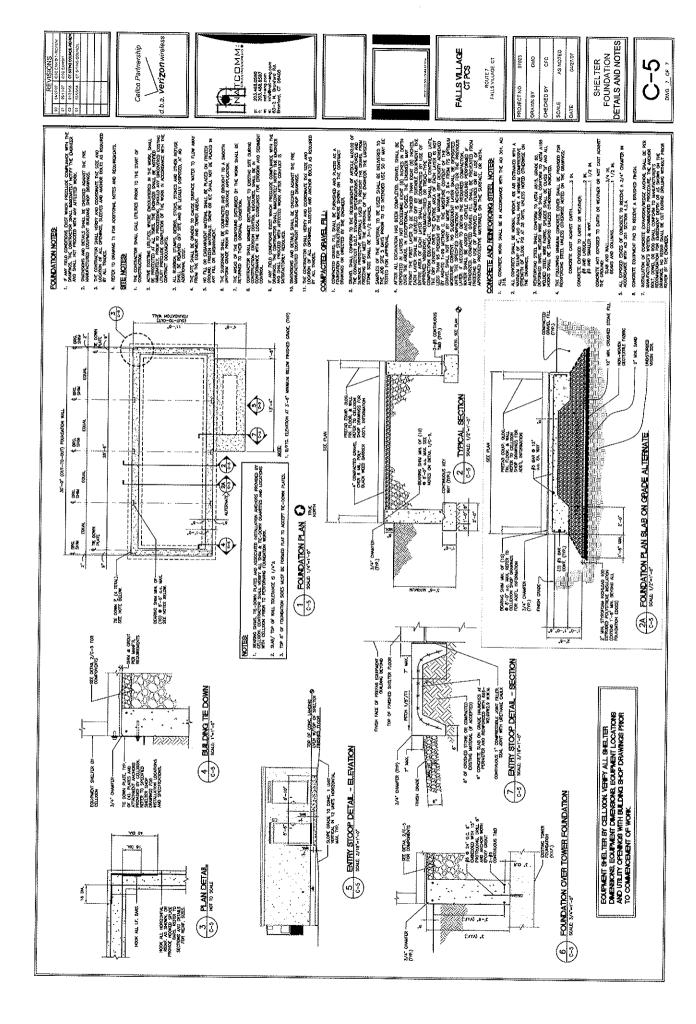












## **Transportation Land Development Environmental** Services



54 Tuttle Place Middletown, Connecticut 06457 860 632-1500 FAX 860 632-7879

Memorandum

To: Ms. Alexandria Carter Verizon Wireless 99 East River Drive

East Hartford, CT 06108

Date: February 20, 2008

Project No.: 41240.25

Dean Gustafson

Professional Soil Scientist

Wetland Impact Analysis/NEPA Compliance

Falls Village PCS

Route 7

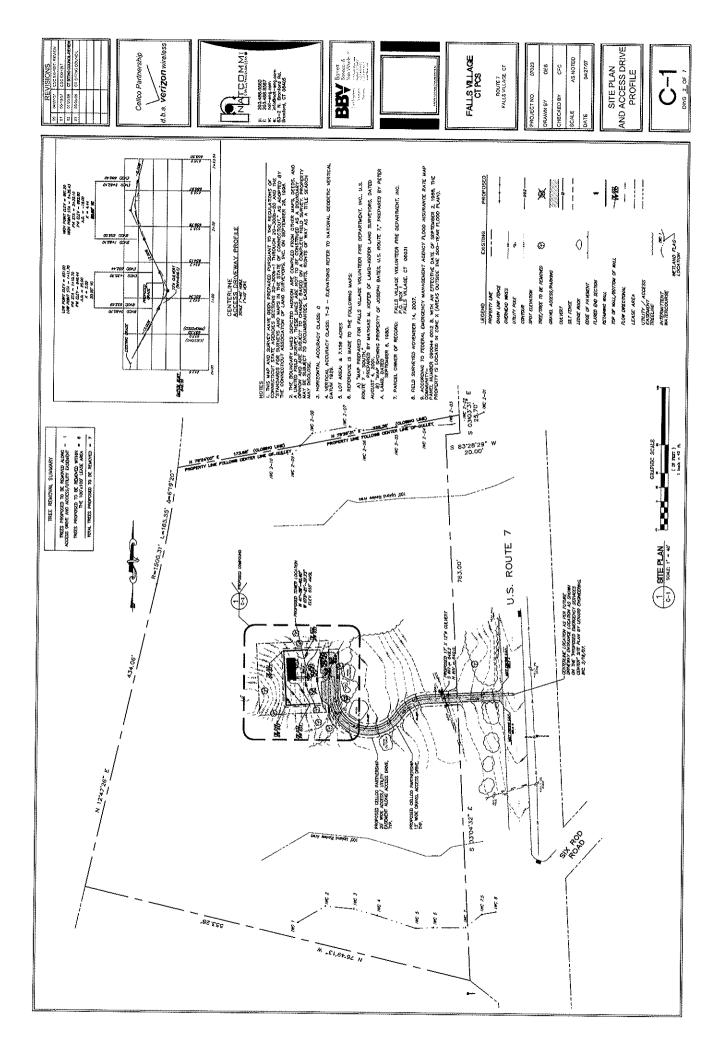
Falls Village, Connecticut

Vanasse Hangen Brustlin, Inc. (VHB) previously completed on-site investigations to determine if wetlands and/or watercourses are located on the above-referenced Site. Refer to Wetlands Delineation Report dated November 1, 2007, updated on February 20, 2008.

The Site was originally inspected on April 13, 2007 and reinspected on February 2, 2008. The property consists primarily of 7± acres of undeveloped land dominated by upland forest habitat and contains seasonal intermittent watercourses along the south property boundary and north boundary. The central portion of this parcel has been recently cleared of trees apparently associated with a planned emergency services facility for the Falls Village Volunteer Fire Department. Based on a review of plans prepared by Natcomm, Inc. (latest revised date 02/20/08, as attached) VHB understands that Verizon Wireless proposes to construct a wireless communications facility in the central portion of the subject property. A small seasonal intermittent watercourse (identified by flag numbers IWC 1 to 8) occurs along the south property boundary originating from a culvert under Route 7. This intermittent watercourse system is located approximately 240 feet south of the nearest activity proposed by Verizon Wireless, a gravel access drive; the 100' x 100' lease area is located more than 260 feet away. The proposed facility is located more than 260 feet south of a second intermittent watercourse (identified by flag numbers IWC 2-01 to 2-10) located along the north property boundary. Although work is proposed in proximity to intermittent watercourse resource areas, no direct impact to wetlands or watercourses is proposed for the Verizon Wireless development. Due to the distance separating the proposed work from these nearby resources and the erosion and sedimentation controls to be installed and maintained during construction, the proposed project will not result in a likely adverse impact to nearby watercourse features.

In addition, as no direct impact to federal wetlands is associated with Verizon Wireless' construction activities, NO significant change in surface features (e.g., wetland fill, deforestation or water diversion) will result in accordance with the National Environmental Policy Act Categorical Exclusion checklist.

Enclosure





## **Connecticut Commission on Culture & Tourism**

December 5, 2007

Historic Preservation & Museum Division

Mr. Kenneth C. Baldwin Robinson & Cole 280 Trumbull Street Hartford, CT 06106

59 South Prospect Street Hartford, Connecticut 06106

(v) 860.566.3005 (f) 860.566.5078 Subject:

Proposed Monopine

Route 7

Caanan, Connecticut Verizon Wireless

Dear Mr. Baldwin:

The State Historic Preservation Office is in receipt the above-referenced project, submitted for review and comment pursuant to the National Historic Preservation Act and in accordance with Federal Communications Commission regulations.

In the opinion of this office, the proposed installation will have <u>no adverse effect</u> on cultural resources eligible or listed on the National Register of Historic Places, with the following conditions:

- 1. Verizon Wireless shall continue to coordinate with the National Park Service regarding views of the tower from portions of the Appalachian Trail ("AT"). It is our understanding that Verizon Wireless has committed to plant 25 trees along the AT, at a location to be determined by the NPS, to screen certain views from the AT toward the tower location. Verizon Wireless shall complete the planting plan as soon as possible after tower construction.
- 2. if not in use for six consecutive months, the antennae and equipment shall be removed by the telecommunications facility owner. This removal shall occur within 90 days of the end of such six-month period. Upon removal, the property shall be restored by the facility owner to its historically appropriate appearance and materials.

The State Historic Preservation Office appreciates the opportunity to provide R&C with this evaluation. Please contact Susan Chandler, Historical Architect, should you have additional questions concerning this matter.

Sincerely,

Karen Senich

Deputy State Historic Preservation Officer

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## Transportation Land Development Environmental Services



54 Tuttle Place Middletown, Connecticut 06457 860 632-1500 FAX 860 632-7879

Memorandum

To: Ms. Alexandria Carter Verizon Wireless 99 East River Drive East Hartford, CT 06108

Date: February 20, 2008

Project No.: 41240.25

From: Dean Gustafson

Professional Soil Scientist

Re: Wetland Impact Analysis/NEPA Compliance

Falls Village PCS

Route 7

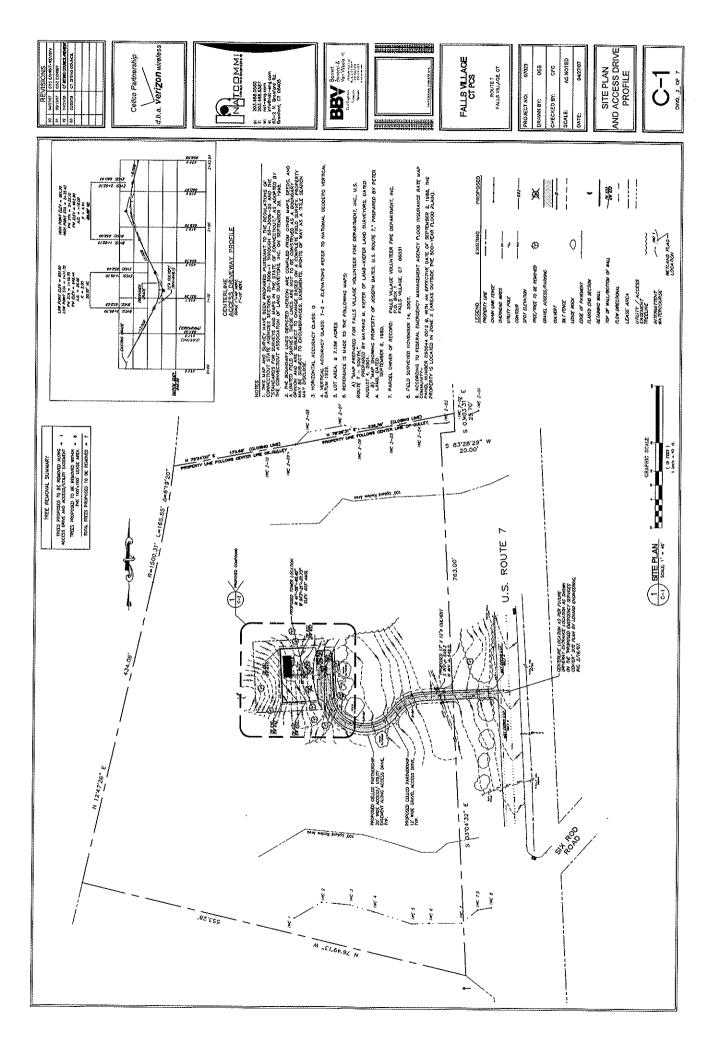
Falls Village, Connecticut

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In addition, as no direct impact to federal wetlands is associated with Verizon Wireless' construction activities, **NO significant change in surface features** (e.g., wetland fill, deforestation or water diversion) will result in accordance with the National Environmental Policy Act Categorical Exclusion checklist.

Enclosure







imagination innovation energy Creating results for our clients and benefits for our communities

Vanasse Hangen Brustlin, Inc.

## WETLAND DELINEATION REPORT

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November 1, 2007; updated February 20, 2008

Project No.:

41240.25

Prepared For:

Ms. Alexandria Carter

Verizon Wireless 99 East River Drive

East Hartford, Connecticut 06108

**Site Location:** 

Proposed Emergency Services Center

Route 7

Falls Village, CT

Site Map:

VHB Wetlands Sketch Map, Dated April 13, 2007

**Inspection Date:** 

April 13, 2007 & February 2, 2008

**Field Conditions:** 

Weather: sunny, low 30's Snow Depth: 0 inches

General Soil Moisture: moist

Frost Depth: 0 inches

Type of Wetlands Identified and Delineated:

Connecticut Inland Wetlands and Watercourses

Tidal Wetlands

U.S. Army Corps of Engineers

Watercourses: 100 feet

Field Numbering Sequence of Wetlands Boundary: IWC 1 to 8 and IWC 2-01 to 2-10

[as depicted on attached wetland sketch map]

The classification systems of the National Cooperative Soil Survey, the U.S. Department of Agriculture, Natural Resources Conservation Service, County Soil Survey Identification Legend, Connecticut Department of Environmental Protection and United States Army Corps of Engineers New England District were used in this investigation.

All established wetlands boundary lines are subject to change until officially adopted by local, state, or federal regulatory agencies.

The wetlands delineation was conducted and reviewed by:

Local Regulated Upland Review Areas: Wetlands: 100 feet

Dean Gustafson

Professional Soil Scientist

**Enclosures** 

54 Tuttle Place Middletown, Connecticut 06457-1847 860.632.1500 " FAX 860.632.7879 email: info@vhb.com www.vhb.com

J:\41240.25\reports\wetlands\Wetland Delineation Report.doc

## **Attachments**

- ™ Wetland Delineation Field Form

- ™ Soil Map
   ™ Soil Report
   ™ Wetland Delineation Sketch Map

## Wetland Delineation Field Form

Project Address:		est of Six Road Rd.	Project Numbe	er: 41240.25			
	intersection						
Inspection Date:	Falls Villa		<u> </u>				
		007 & Feb. 2, 2008	Inspector:	Dean Gustafson, PSS			
Wetland I.D.:	Intermitten	t Watercourse 1 & 2					
Field Conditions:		er: sunny, low 30s		Snow Depth: 0			
	·····	l Soil Moisture: moist	I	Frost Depth: 0			
Type of Wetland I	Delineation:	Connecticut	$\boxtimes$				
		ACOE					
		Tidal					
Field Numbering S	Sequence: IV	VC 1 to 8 & IWC 2-01	to 2-10				
WETLAND HYD	ROLOGY:						
NONTIDAL							
Regularly Flooded		Irregularly Flooded		Permanently Flooded			
Semipermanently		Seasonally Flooded		Temporarily Flooded			
Permanently Satur		Seasonally Saturated	d – seepage	Seasonally Saturated - perched			
Comments: N/A (1	no bordering	wetlands exist)					
TIDAL							
Subtidal 🗌		Regularly Flooded		Irregularly Flooded			
Seasonally Floode	d 🔲	Temporarily Flooded	d 🗍				
Comments: N/A							
WETLAND TYP	E:						
SYSTEM:							
Estuarine 🗌		Riverine	P	Palustrine			
Lacustrine		Marine _					
Comments:N/A							
CLASS:							
Emergent [		Scrub-shrub	F	Forested			
Open Water 🗌		Disturbed		Vet Meadow			
Comments:N/A	****						
WATERCOURSE	TYPE:						
Perennial		Intermittent 🖂	Т	idal 🗍			
Comments: very se	asonal water			m Route 7 and Six Rod Road			
SPECIAL AQUAT			The state of the s	Today and OM Rod Road			
Vernal Pool	I C HADII	Other					
Comments: N/A							

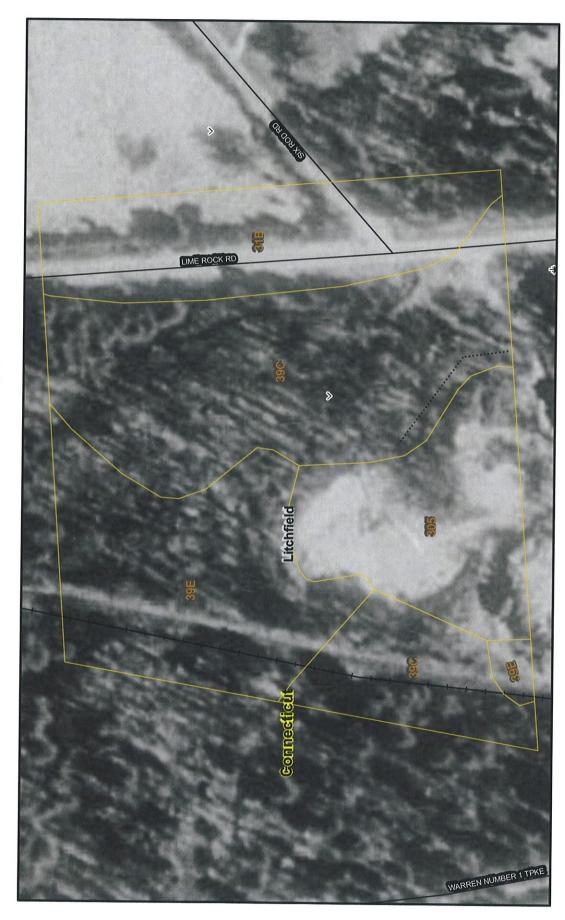
## Wetland Delineation Field Form (Cont.)

SOIL SERIES	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMEI
Groton gravelly sandy loam (39)		$\boxtimes$		×
Udorthents-Pits complex (305)		$\boxtimes$		
OMINANT PLANTS:				
DOMINANT PLANTS:				
DOMINANT PLANTS:				

## WETLAND NARRATIVE:

The subject parcel consists predominately of upland sand and gravel glacial deposits with the southwest portion of the site adjacent to a former sand and gravel pit. The proposed Verizon Wireless facility is located in an existing forested portion of the site that has recently undergone some clearing. VHB understands that the subject property is the site of a future emergency services center for the Falls Village Volunteer Fire Department. No wetlands were identified on the subject property within 200 feet of the proposed Verizon Wireless facility. However, a very seasonal intermittent watercourse was identified and delineated along the south property boundary starting at a concrete headwall on the west side of Route 7 near the intersection with Six Rod Road. This intermittent watercourse is located approximately 240 feet south of the proposed Verizon Wireless facility. The source of water entering this defined channel was investigated and found to originate from a farm pond located approximately 2,000 feet east of Route 7. Stormwater from Route 7 and Six Rod Road also discharge into this watercourse. A second intermittent watercourse is located along the north parcel boundary approximately 260 feet north of the proposed Verizon Wireless facility. This season intermittent watercourse flows through a concrete box culvert under Route 7. Due to the distance separating these watercourse features and the Verizon Wireless facility and the proposed erosion and sedimentation controls to be installed and maintained during construction, these watercourse resources will not be adversely affected by the proposed project.

Falls Village Site, Route 7, Falls Village, CT







Web Soil Survey 1.1 National Cooperative Soil Survey



Feet 400



## Falls Village Site, Route 7, Falls Village, CT

## The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident. Map comprised of aerial images photographed on these dates: Source of Map: Natural Resources Conservation Service Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov MAP INFORMATION Soil Survey Area: State of Connecticut Soil Map Compilation Scale: 1:12000 Coordinate System: UTM Zone 18 Spatial Version of Data: 4 3/31/1991 Escarpment, non-bedrock Escarpment, bedrock Interstate Highways Miscellaneous Water Depression, closed **Detailed Counties** Marsh or Swamp Detailed States Soil Map Units Very Storry Spot **Gravelly Spot** Hydrography Rock Outcrop **Eroded Spot** Slide or Slip Saline Spot Sandy Spot Stony Spot MAP LEGEND **Borrow Pit Gravel Pit** Sodic Spot Clay Spot Lava Flow Spoil Area Sinkhole Blowout Oceans Roads Gulley Landfill Cities IIIIIIIIIIIII Levee Slope Water Gulley Rails AVAVAVA >>>>>> 3 ......

Perennial Water

Wet Spot

## Map Unit Legend Summary

## State of Connecticut

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
31B	Copake fine sandy loam, 3 to 8 percent slopes	2.6	18.5
39C	Groton gravelly sandy loam, 3 to 15 percent slopes	5.7	41.0
39E	Groton gravelly sandy loam, 15 to 45 percent slopes	3.3	23.8
305	Udorthents-Pits complex, gravelly	2.3	16.7

# Map Unit Description (Brief)

#### State of Connecticut

[Only those map units that have entries for the selected non-technical description categories are included in this report]

Map Unit: 31B - Copake fine sandy loam, 3 to 8 percent slopes

Description Category: SOI

Copake Fine Sandy Loam, 3 To 8 Percent Slopes

This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 36 to 50 inches (914 to 1270 millimeters) and the average annual air temperature is 45 to 50 degrees F. (7 to 10 degrees C.) This map unit is 85 percent Copake soils. 15 percent minor components.

### Copake soils

This component occurs on valley kame, outwash plain, and terrace landforms. The parent material consists of glaciofluvial deposits derived from schist, limestone, and dolomite. The slope ranges from 3 to 8 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.3 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is about 2 percent. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2e

0 to 6 inches; fine sandy loam

6 to 13 inches; gravelly fine sandy loam

13 to 21 inches; gravelly fine sandy loam

21 to 31 inches; gravelly fine sandy loam

31 to 56 inches; very gravelly coarse sand

56 to 65 inches; fine sand 65 to 75 inches; gravelly sand

75 to 80 inches; gravelly sand

Map Unit: 39C - Groton gravelly sandy loam, 3 to 15 percent slopes

Description Category: SOI

Groton Gravelly Sandy Loam, 3 To 15 Percent Slopes

This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 36 to 50 inches (914 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 85 percent Groton soils. 15 percent minor components.

## Groton soils

This component occurs on valley outwash plain, terrace, kame, and esker landforms. The parent material consists of sandy and gravelly glaciofluvial deposits from schist, limestone, and dolomite. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is excessively drained. The slowest permeability within 60 inches is about 1.98 in/hr (moderately rapid), with about 2.7 inches (low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is about 10 percent. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 3e

0 to 8 inches; gravelly sandy loam

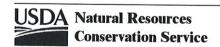
8 to 18 inches; very gravelly sandy loam

18 to 24 inches; very gravelly loamy sand

24 to 30 inches; very gravelly loamy sand

30 to 52 inches; stratified extremely gravelly coarse sand to very gravelly loamy fine sand

52 to 72 inches; stratified extremely gravelly coarse sand to gravelly loamy fine sand



# Map Unit Description (Brief)

State of Connecticut

Map Unit: 39E - Groton gravelly sandy loam, 15 to 45 percent slopes

Description Category: SOI

Groton Gravelly Sandy Loam, 15 To 45 Percent Slopes

This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 36 to 50 inches (914 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 85 percent Groton soils. 15 percent minor components.

#### Groton soils

This component occurs on valley outwash plain, esker, terrace, and kame landforms. The parent material consists of sandy and gravelly glaciofluvial deposits from schist, limestone, and dolomite. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is greater than 60 inches. The drainage class is excessively drained. The slowest permeability within 60 inches is about 1.98 in/hr (moderately rapid), with about 2.7 inches (low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is about 10 percent. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6e

0 to 8 inches; gravelly sandy loam 8 to 18 inches; very gravelly sandy loam 18 to 24 inches; very gravelly loamy sand 24 to 30 inches; very gravelly loamy sand

30 to 52 inches; stratified extremely gravelly coarse sand to very gravelly loamy fine sand

52 to 72 inches; stratified extremely gravelly coarse sand to gravelly loamy fine sand

Map Unit: 305 - Udorthents-Pits complex, gravelly

Description Category: SOI

Udorthents-Pits Complex, Gravelly

This map unit is in the Connecticut Valley New England and Eastern New York Upland, Southern Part New England and Eastern New York Upland, Northern Part Major Land Resource Area. The mean annual precipitation is 32 to 50 inches (813 to 1270 millimeters) and the average annual air temperature is 39 to 52 degrees F. (4 to 11 degrees C.) This map unit is 65 percent Udorthents soils, 25 percent Pits. 10 percent minor components.

### Udorthents soils

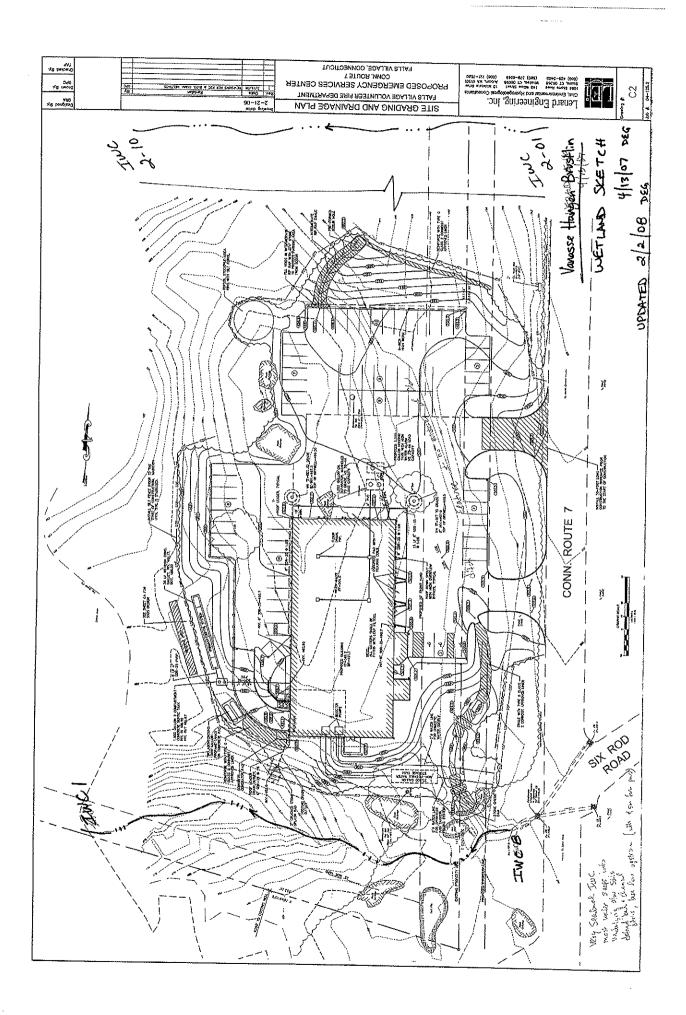
This component occurs on gravel pit and sand pit landforms. The parent material consists of gravelly glaciofluvial deposits. The slope ranges from 0 to 35 percent and the runoff class is medium. The depth to a restrictive feature varies, but is commonly greater than 60 inches. The drainage class is typically well drained. The slowest permeability within 60 inches is about 0.00 in/hr (moderately slow), with about 9.0 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.4 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table is greater than 60 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4e

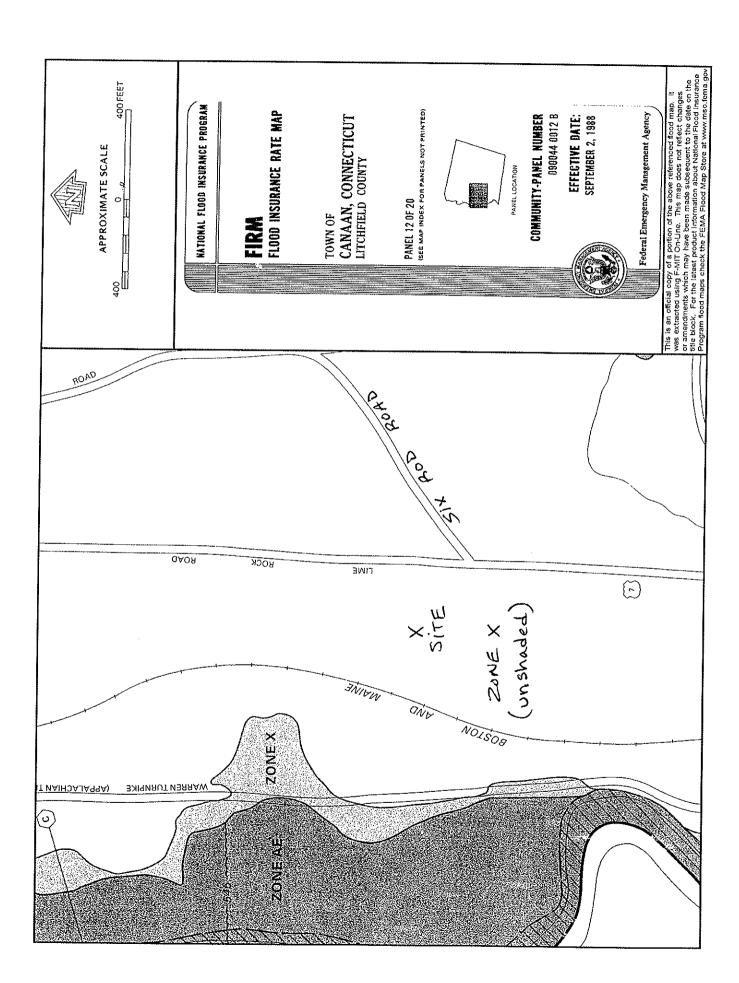
Typical Profile:
0 to 5 inches; loam
5 to 21 inches; gravelly loam
21 to 80 inches; very gravelly sandy loam

### Pits

Pits are open excavations from which the soil and commonly underlying material have been removed, exposing either rock or other material. The slope ranges from 0 to 80 percent and the runoff class is high. The Nonirrigated Land Capability Class is 8







	,		
Zone A	The 100-year or base floodplain. There are six types of A Zones:		
	A	The base floodplain mapped by approximate methods, <i>i.e.</i> , BFEs are not determined. This is often called an unnumbered A Zone or an approximate A Zone.	
	A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).	
	AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.	
	AO	The base floodplain with sheet flow, ponding, or shallow flooding. Base flood depths (feet above ground) are provided.	
	AH	Shallow flooding base floodplain. BFEs are provided.	
	A99	Area to be protected from base flood by levees or Federal Flood Protection Systems under construction. BFEs are not determined.	
	AR	The base floodplain that results from the decertification of a previously accredited flood protection system that is in the process of being restored to provide a 100-year or greater level of flood protection.	
Zone V and VE	V	The coastal area subject to a velocity hazard (wave action) where BFEs are not determined on the FIRM.	
	VE	The coastal area subject to a velocity hazard (wave action) where BFEs are provided on the FIRM.	
Zone B and Zone X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from the 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.		
Zone C and Zone X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.		
Zone D	Area of undetermined but possible flood hazards.		

Figure 3-10: Flood Insurance Rate Map Zones

Note that the special Flood Hazard Area (SFHA) includes only A and V Zones.

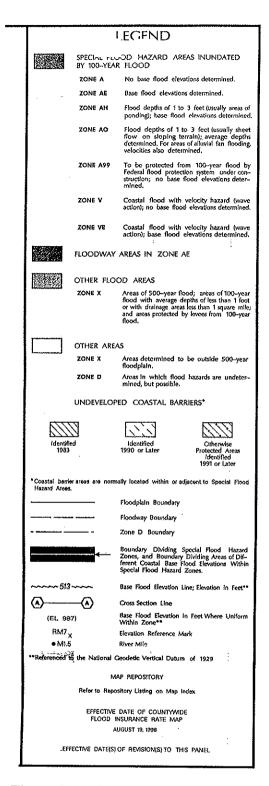


Figure 3-11: New format FIRM legend

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FALLSVILL.SRP
                        *****************
                                   Federal Airways & Airspace
                        File: FALLSVILL
                        Location:
                                     Torrington, CT
                        Distance:
                                     14.1 Statute Miles
                        Direction: 122° (true bearing)
                        Latitude: 41°-56'-40.40"
                                                                 Longitude: 73°-21'-37.73"
                        SITE ELEVATION AMSL.....655 ft.
                        STRUCTURE HEIGHT......157 ft.
                        OVERALL HEIGHT AMSL.....812 ft.
NOTICE CRITERIA

FAR 77.13(a)(1): NNR (DNE 200 ft AGL)

FAR 77.13(a)(2): NNR (DNE Notice Slope)

FAR 77.13(a)(3): NNR (Not a Traverse Way)

FAR 77.13(a)(4): NNR (No Expected TERPS® impact with GBR)

FAR 77.13(a)(4): NNR (No Expected TERPS® impact 1A1)

FAR 77.13(a)(5): NNR (Off Airport Construction)
  Notice to the FAA is not required at the analyzed location and height.
            NR = Notice Required
            NNR = Notice Not Required
            PNR = Possible Notice Required
OBSTRUCTION STANDARDS
  FAR 77.23(a)(1): DNE 500 ft AGL
  FAR 77.23(a)(2): DNE - Airport Surface
  FAR 77.25(a): DNE - Horizontal Surface
  FAR 77.25(b): DNE - Conical Surface
  FAR 77.25(c): DNE - Primary Surface
FAR 77.25(d): DNE - Approach Surface
FAR 77.25(e): DNE - Transitional Surface
VFR TRAFFIC PATTERN AIRSPACE FOR: GBR: WALTER J. KOLADZA
                               RB: 352.42
Type: AIR
            RD: 87798
                                                      734
                                              RE:
  FAR 77.23(a)(1):
                               DNE
  FAR 77.23(a)(2):
                               Does Not Apply.
  VFR Horizontal Surface: DNE
  VFR Conical Surface:
                               DNF
  VFR Approach Slope:
                               DNE
  VFR Transitional Slope: DNE
VFR TRAFFIC PATTERN AIRSPACE FOR: 1A1: GREEN ACRES
              RD: 129201
Type: AIR
                               RB: 305.17
                                              RE:
                                                      297
  FAR 77.23(a)(1):
                               DNE
  FAR 77.23(a)(2):
                               Does Not Apply.
  VFR Horizontal Surface: DNE
  VFR Conical Surface:
                               DNE
  VFR Approach Slope:
                               DNE
  VFR Transitional Slope: DNE
TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
  FAR 77.23(a)(3) Departure Surface Criteria (40:1)
  DNE Departure Surface
MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
                                        Page 1
```

FALLSVILL.SRP FAR 77.23(a)(4) MOCA Altitude Enroute Criteria The Maximum Height Permitted is 2000 ft AMSL

PRIVATE LANDING FACILITIES

NO Private Landing Facilites Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES
No Electronic Facilites Are Within 25,000 ft

FCC AM PROOF-OF-PERFORMANCE
NOT REQUIRED: Structure is not near a FCC licensed AM radio station Proof-of-Performance is not required.
Please review AM Station Report for details.

Nearest AM Station: WHDD @ 13975 meters.

Airspace® Summary Version 2008.1

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## OPTION AND LAND LEASE AGREEMENT

This Agreement made this 6 day of November, 2007, between Falls Village Volunteer Fire Department, Inc., with its principal offices located at P.O. Box 1, Falls Village, Connecticut 06031, Tax ID # hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Basking Ridge, NJ, 07920 hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located off of Route 7, Town of Canaan, County of Litchfield, and State of Connecticut, as shown on the Tax Map of the Town of Canaan as Map 15, Lot 11-1 and being further described in Deed Book 60 at Page 578 as recorded in the land records of the Town of Canaan (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a Twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Route 7, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of (\$\) to be paid by LESSEE to the LESSOR, which LESSEE will provide upon its execution of this Agreement, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to the first anniversary of this Agreement. At LESSEE's election and upon LESSEE's prior written notification to LESSOR, the time during which the option may be exercised may be further extended for two additional periods of twelve months each through and including \_\_\_\_\_\_, with an additional payment of (\$\scrt{\text{SEE}}\) by LESSEE to LESSOR for each twelve month option period so extended. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an

interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. The Parties acknowledge that the deed conveying the Property from the Town of Canaan to the LESSOR is subject to a reverter clause in favor of the Town of Canaan. LESSOR specifically agrees to cooperate with LESSEE in obtaining from the governing body of the Town of Canaan an agreement that in the event the Property reverts back to the Town of Canaan, the Town of Canaan shall (1) take and, otherwise own, such Property subject to this Agreement and LESSEE's rights herein and (2) agree not to disturb LESSEE's use and enjoyment of the Property as provided for in this Agreement. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE, except that this shall in no way be interpreted to preclude LESSOR from continuing the present use of the balance of its property for all uses customary to its use as a fire station.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE provided that at no time may LESSEE materially interfere with LESSOR'S ingress and egress as needed for its customary use of the balance of its property as a fire station.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following agreement shall take effect:

## LAND LEASE AGREEMENT

This Agreement made this day of , 2007, between the Falls Village Volunteer Fire Department, Inc., with its principal offices located at P.O. Box 1, Falls Village, Connecticut,

- Tax ID # hereinaster designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Basking Ridge, NJ, 07920, hereinaster designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinaster as the "Parties" or individually as the "Party".
- 1. <u>PREMISES</u>. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located off of Route 7, Town of Canaan, Litchfield County, Connecticut and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Route 7, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Town of Canaan as Map 15, Lot 11-1 and is further described in Deed Book 60 at Page 578\_as recorded in the land records of the Town of Canaan.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

- 2. <u>SURVEY</u>. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.
- TERM. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of and no/100 Dollars )to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Agreement shall commence on the first day of the month following the date LESSEE provides notice of the exercise of the option (the "Commencement Date"). LESSOR and LESSEE agree that they shall execute a written acknowledgement confirming the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

- 4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
- 5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to the second (2nd) five (5) year extension term shall be increased to (\$\); the third (3rd) five (5) year extension term shall be increased to the fourth (4<sup>th</sup>) five (5) year extension shall be increased to and (\$\)/100 (\$\); and the fourth (4<sup>th</sup>) five (5) year extension shall be increased to and (\$\)/100 (\$\).
- 6. <u>ADDITIONAL EXTENSIONS</u>. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to

  [1] (1) (2) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".
- USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will

be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

The LESSOR, free of any rental obligation to LESSEE, shall have the right to locate its antenna(s) on the tower identified on the attached Exhibit C, in an area acceptable to Lessee, which acceptance shall not be unreasonably withheld, conditioned or delayed, subject to the following: (1) LESSOR must notify LESSEE, in writing, of LESSOR's intent to locate its antennas on the tower and such notice must identify the size, type and quantity of the antennas (the "Proposed Antennas") and the height at which the antennas will be attached to the tower (the "Proposed Location"); (2) the tower, without modification, must be capable of supporting LESSOR's Proposed Antenna(s) and the typical antenna requirements of future carriers to be located in the areas identified as "Future Antennas and Platforms" on the attached Exhibit C (Drawing L-3); (3) the Proposed Location is not currently occupied by LESSEE or proposed to be occupied by LESSEE; (4) at the time of the LESSOR's written request, the Proposed Location is not occupied, or committed to be occupied, by another carrier under a lease, sublease or license agreement with LESSEE; (5) the Proposed Location does not interfere with the locations reserved for future carriers in the areas identified as "Future Antennas and Platforms" on the Attached Exhibit L-3 and (6) the Proposed Antennas are used for emergency services and/or public safety purposes. LESSOR shall be responsible for all costs and expenses associated with the installation, operation and maintenance of its antennas, provided, however that during the initial construction of said tower at the commencement of the initial term, LESSEE shall relocate and install the LESSOR's emergency services and public safety antennas, identified on the attached Exhibit D, on said tower without cost to LESSOR. LESSOR shall provide the Exhibit D antennas to LESSEE at the time of the initial construction of the tower and LESSEE shall provide the coax cable and connectors for the installation of such antennas.

8. <u>INDEMNIFICATION</u>. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

## 9. **INSURANCE**

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts,

such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.
- 10. <u>LIMITATION OF LIABILITY</u>. In no event will either Party be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 11. <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to LESSOR.
- 12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any afterinstalled LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 13. <u>REMOVAL AT END OF TERM</u>. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and

restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

- 14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to (19%) of the rent applicable during the month immediately preceding such expiration or earlier termination.
- 15. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.
- 16. <u>RIGHTS UPON SALE</u>. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith,

assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

- 17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 18. <u>TITLE</u>. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.
- 19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 20. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.
- 21. ASSIGNMENT/SUBLETTING. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. Upon notice to LESSOR, LESSEE may sublet the Premises within its sole discretion, upon terms and conditions within it sole discretion. Said notice shall indicate the rental amount payable by Sublessee to LESSEE and the date of commencement of the rental amounts. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of

the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Property for co-location, whether it be by sublease, license or other agreement.

- (a) In the event LESSEE Subleases any portion of the Property, in accordance with this Agreement, any rental, if any, paid by any Sublessee(s) and received by LESSEE shall be divided between the LESSOR and LESSEE in the following manner:

  (2%) to LESSOR (as additional rent) and (2%) to LESSEE; and shall be payable to LESSOR the latter of the first day of the month following receipt by LESSEE or thirty (30) days following receipt by LESSEE.
- (b) LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the Property to any or all potential Sublessees. Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Property or part thereof. The LESSEE has the sole right to determine whether it will Sublet any portion of the Property or whether it will sublease to any specific Sublessee.
- 22. <u>NOTICES</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

Falls Village Volunteer Fire Department, Inc.

P.O. Box 1

Falls Village, CT 06031

LESSEE:

Cellco Partnership

d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 23. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- 24. <u>SUBORDINATION AND NON-DISTURBANCE</u>. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by

LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, (3) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (4) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (5) agrees to not pay rent more than one month, or one year in the event rent is paid annually, in advance and (6) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

- 25. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.
  - 26. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- In the event there is a breach by LESSOR with respect to any of the b. provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.
- REMEDIES. Upon a default, the non-defaulting Party may at its option (but 27. without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the

amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

# 28. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.
- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (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 which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.
- c. LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that is in any way related to the activities conducted by LESSEE in or on the Property, unless such conditions or concerns are caused by the activities of the LESSOR.
- d. LESSEE shall hold LESSOR harmless and indemnify the LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (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 which is in any way related to: a) LESSEE's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSOR; and b) any environmental or

industrial hygiene conditions arising out of or in any way related to the activities conducted thereon by LESSEE, unless such environmental conditions are caused by the LESSOR.

- 29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.
- CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.
- 31. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and

shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

- 32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.
- 33. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 34. TAXES. LESSEE shall pay any documented increase in real estate taxes levied against the Premises which are directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this section within thirty (30) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate taxes until LESSEE has received the notice, assessment or billing relating to such payment as set forth in this section. In the event LESSOR fails to provide to LESSEE a copy of any real estate tax notice, assessment or billing within the thirty (30) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by LESSOR to LESSEE.

LESSEE shall have the right, at its sole option and its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partially responsible for payment under this section. LESSOR shall reasonably cooperate with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in this section, including but not limited to, executing any consent to appeal or other similar document.

35. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

LESSOR: FALLS VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.

By: Timothy Pariol

Its: President

LESSEE: CELLCO PARTNERSHIP d/b/a Verizon Wireless

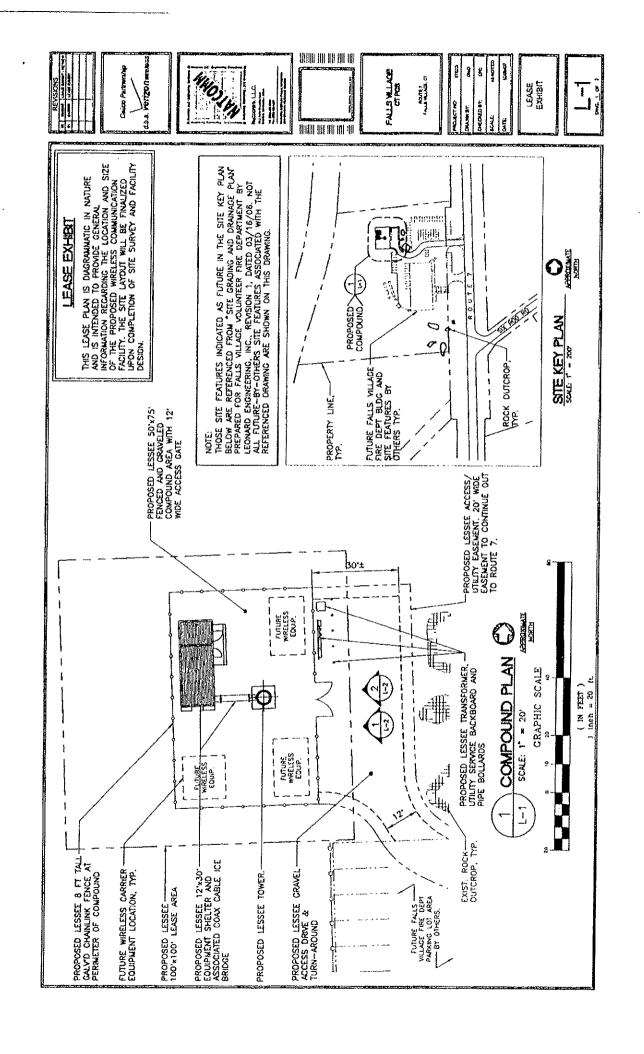
Its: Vice President - Network Northeast

11 6 57

# Exhibit "A"

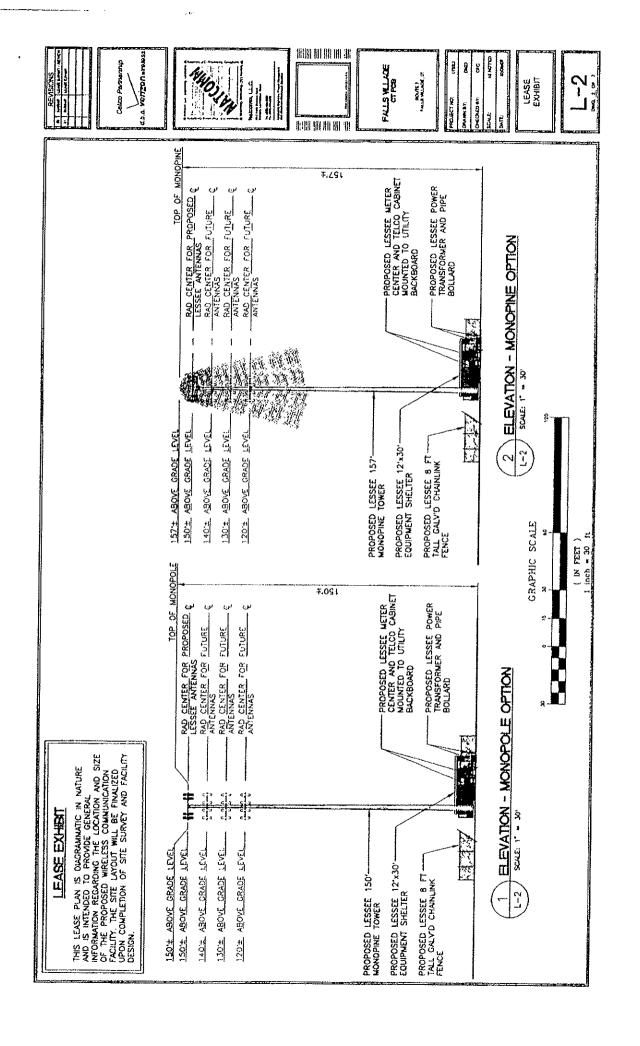
(See Attached Exhibit L-1))

09/26/07



# Exhibit C

[See Attached Exhibit L-2]



# Exhibit D

- 1. One high band frequency stick/whip antenna for use by the Lessee (fire department) not to exceed 20' in length;
- 2. One ultra high ban frequency stick/whip antenna for use by the Lessee (fire department) not to exceed 20' in length; and
- 3. One stick/whip antenna for use by the Falls Village Highway Department not to exceed 20' in length.