

# ATTACHMENT 2

## **Attachment 2**

### **Site Search Summary**

AT&T develops “site search areas” to initiate a site selection process in areas where new wireless infrastructure is required to provide reliable wireless services to the public. A site search area is a general geographical location where the installation of a new wireless facility would address identified coverage and/or capacity constraints within wireless networks. Site search areas are also developed with an overall understanding of local terrain, tree canopies and other local morphologies and development patterns. Further consideration is given by wireless network operators on how any new wireless infrastructure will integrate into a wireless network based on the unique aspects of cellular design that include consumer mobility and the reuse of frequencies licensed by the FCC throughout the network’s architecture.

In any site search area, AT&T seeks to avoid the unnecessary proliferation of towers in accordance with Connecticut Policy, while at the same time ensuring the quality of service provided by any proposed site to users of its network. Once a site search area is identified, real estate professionals will review the area with particular attention to any tall structures above the tree line which may exist in the site search area (e.g. water tanks, above ground transmission lines, church steeples). In the absence of any viable existing structures, parcels located within the site search area will be evaluated for the potential to construct and operate a new tower facility. In order to be viable, a tower site candidate must be capable of providing adequate coverage in wireless networks. In addition, all viable candidates must have a willing landowner with whom commercially reasonable lease terms may be negotiated.

As part of a site search process, real estate professionals will also typically review local zoning regulations to identify any community preferences articulated by regulation. They will also consider other municipal sources of information in

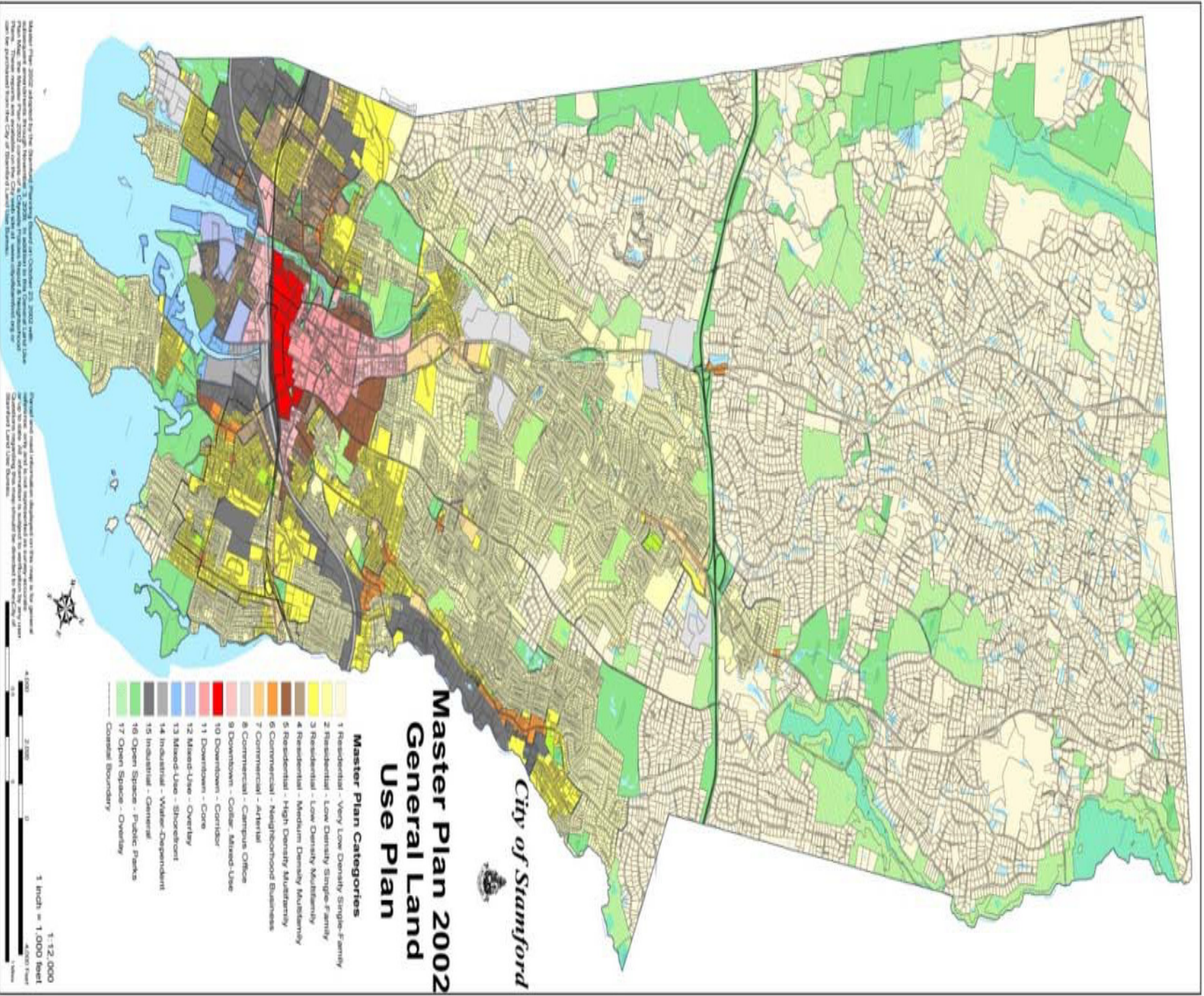
an effort to identify any other general community preferences related to tower facility siting. Overall, and based on the regulatory process set forth in state law that involves the Siting Council, AT&T evaluates tower site candidates and qualifies any candidates from the state's perspective, which is to balance the need for any new tower site and minimized environmental impacts where possible.

This particular search area in Stamford has been enlarged twice based on the lack of viable candidates. The search originally commenced around 2009 and was focused along Westover Road near Fort Stamford. It was later enlarged south into Greenwich to include the area near Mianus River Park and an Aquarion water treatment plant on Valley Road and then further enlarged east to include properties along West Hill Road in Stamford. The search by AT&T included review of protected open space, a prior request to the City to use Fort Stamford, requests to use the Roxbury Swim & Tennis Club, and AT&T engineering analysis and rejection of a site at the Turn of River Fire Station. AT&T also reviewed the Temple Beth-El Cemetery and Agudath Shalom Cemetery (deemed unbuildable based on wetlands in area where a site might be built). Other residential properties were considered and ultimately determined to be unavailable for tower siting.

At this time, AT&T is proposing to provide coverage and improve the reliability of its network with a new tower facility at 560 West Hill Road in Stamford, Connecticut, a single family residential parcel of land at a higher elevation adjacent to Agudath Shalom Cemetery. A monopine structure has been proposed to address aesthetics in this otherwise residential area of the City and the tower compound carefully sited to account for environmental factors, including on-site wetlands. AT&T knows of no other alternatives that would better meet the State's tower siting criteria set forth in Section 16-50p of the Connecticut General Statutes.

1887 Stamford			Sites		Information
SITE #	Lat (North)	Long (West)	Address	Owner	NOTE
1	41.083889°	-73.567300°	560 West Hill Rd., Stamford	Deleo/Finn Property	AT&T Proposed Monopine
2	41.068125°	-73.579350°	455 Valley Rd., Greenwich	Aquarion Water Tank	CSC approved, Aquarion terminated lease after litigation was filed by residents and joined by Town of Greenwich. Not fully the same coverage and service area.
3	41.075795°	-73.574976°	611 Westover Rd., Stamford	Krieger Property	Unable to reach terms for a lease agreement.
4	41.087778°	-73.569722°	240 Roxbury Rd., Stamford	Roxbury Swim and Tennis Club	Board voted against moving forward with a tower proposal.
5	41.084903°	-73.578476°	Westover Rd & Canfield Dr., Stamford	Fort Stamford	City of Stamford property and historic site. City rejected proposal.
6	41.088583°	-73.562444°	62 Roxbury Rd., Stamford	Turn of River Fire Dept.	Rejected by RF. Coverage objective not met.
7	41.084640°	-73.567536°	559 West Hill Rd., Stamford	Karwosky Property	Landlord rejected due to concern over size of proposed facility in relation to size of property owned.
8	41.076950°	-73.573259°	121 Carriage Rd., Stamford	Galluzzo Property	Considerable wetlands and conservation land.
9	41.094514°	-73.575095°	Roxbury Rd., Stamford	Temple Beth-El Cemetery	Rejected by RF. Coverage objective not met.

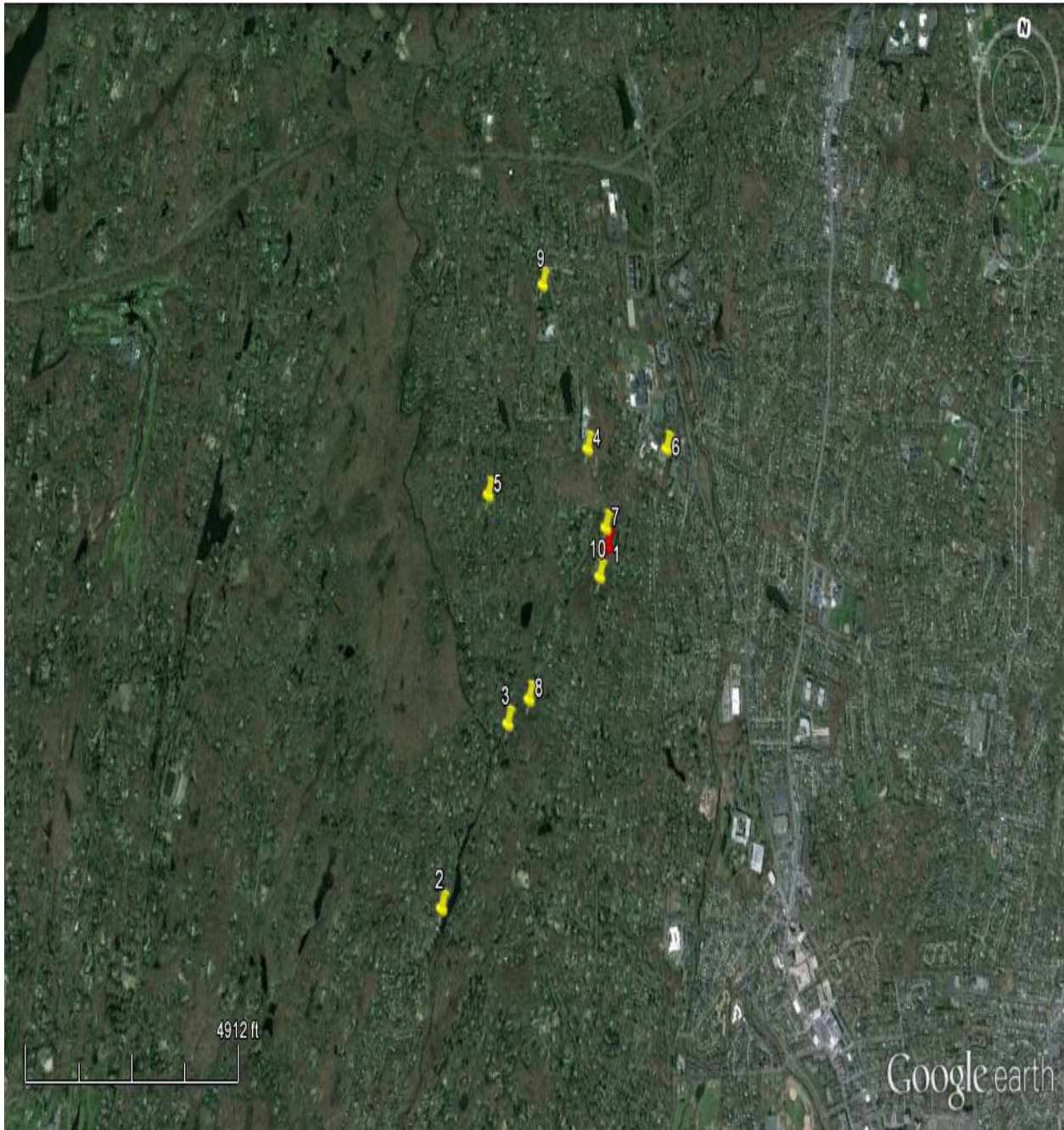
10	41.082560°	-73.567775°	West Hill Rd., Stamford	Agudath Shalom Cemetery	Areas not dedicated to burial plots were visually identified as wet and potentially undevelopable.
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Map of the City of Stamford, Connecticut, showing the Master Plan 2002 General Land Use Plan. The map is a color-coded overlay on a street map. The legend on the left side of the map lists 17 categories of land use, including residential, commercial, industrial, and open space. The map shows various colored zones across the city, with a scale bar at the bottom indicating 1 inch equals 1,000 feet. A north arrow is also present.

Map of the City of Stamford, Connecticut, showing the Master Plan 2002 General Land Use Plan. The map is a color-coded overlay on a street map. The legend on the left side of the map lists 17 categories of land use, including residential, commercial, industrial, and open space. The map shows various colored zones across the city, with a scale bar at the bottom indicating 1 inch equals 1,000 feet. A north arrow is also present.

**Site Search Map**



July 8, 2009

**VIA EMAIL & FEDEX**

Parks & Recreation Commission  
c/o Laurie Albano, Superintendent Of Recreation  
City of Stamford  
Stamford Government Center  
888 Washington Boulevard, 1st Floor  
Stamford, Connecticut 06901  
EMAIL: lalbano@ci.stamford.ct.us

Re: AT&T  
Fort Stamford  
Westover Road  
Flagpole Wireless Communications Facility

Dear Commissioners:

We are writing to you on behalf of our client New Cingular Wireless PCS, LLC ("AT&T") to discuss the potential siting of a "stealth" flagpole telecommunications facility at Fort Stamford Park. Our client has spoken with representatives of the Mayor's Office and the Planning & Zoning Department which have in turn referred us to your Commission. We understand the Parks & Recreation Commission has oversight of Fort Stamford Park and as such your input and advice on any such use of the park is being sought by AT&T and other City agencies.

At this time, we understand that this matter has been placed on your agenda for next Wednesday July 15<sup>th</sup> as a discussion item. AT&T representatives look forward to meeting with you at that time and we thought some additional information and background on AT&T's interest in Fort Stamford Park would be helpful in advance.

Need for Wireless Service in the Area Around Fort Stamford Park

AT&T customers have poor or no service in the area around Westover and Valley Roads south of the Merritt Parkway and north of Palmers Hill Road. AT&T currently operates facilities on a number of surrounding sites in Greenwich and Stamford, yet none provide service to the area noted above where AT&T has a deficiency in its coverage. Enclosed is a map of AT&T's existing coverage with existing and proposed sites indicated including proposed site number S1887 which is the Fort Stamford Park location. As you can see from the map, this is an area of very poor coverage in AT&T's network (red color) where a new facility is required in order to provide reliable service to residents and visitors to the area. Further, that the facility needs to be located in the vicinity of the Westover and Valley Road intersection in order to effectively fill the gaps in service in this part of Stamford.



### Lack of Alternatives in the Westover/Valley Road Area of Stamford

As the Commission is no doubt aware, this area of Stamford consists almost entirely of single family residences. Fort Stamford Park is one of the only known non-residential uses in the immediate area of the Westover/Valley Road intersection. The only other similar parcel is nearby Mianus State Park where private towers (as opposed to State facilities) are not permitted under State law. As such, AT&T has first sought the City's permission to explore siting of a wireless facility in Fort Stamford Park prior to any discussions with others about possible use of residential properties in the area. Of note, a more controversial plan by another carrier to install a tower on a small residential property in North Mianus is well south of AT&T's area of need and completely unrelated to this proposal.

### Fort Stamford Park

We understand that Fort Stamford Park was a revolutionary war fortification with four square earthworks known as redoubts which are resources listed on the National Register of Historic Places. Further that in the early 1970s, the City acquired the property which had been part of the Goodbody estate in order to establish a "historic park". Later in the 1970s a plan was developed to build a museum and educational facility on the property to be called Fort Stamford Heritage Center which was ultimately opened in 1978. Apparently, in the mid 1980s, the museum and educational facility, which was run by Fort Stamford Restoration, Inc., ceased operations at the property for financial reasons and the building was turned over to the City of Stamford. In 1990, we understand that artifacts and other materials were relocated to the Stamford Historical Society Museum and the building no longer serves as a museum facility. We are advised that the property and building are currently maintained by the City's Parks and Recreation Commission.

### AT&T Project and Proposal

In light of the nature of Fort Stamford Park and the surrounding residential area, AT&T would propose a facility in which its antennas were completely enclosed within a flagpole structure no more than 80' in height. The facility would be secure, unmanned and remotely monitored 24 hours a day, 7 days a week. A technician in a light duty truck would generally visit the site only once a month. The facility would require no water or sewer infrastructure and would not generate any smoke, noise, gas or other environmental impacts.

An existing flagpole at the Park itself could be replaced and associated equipment either located in a shelter designed in keeping with the architecture of the area or in the existing on-site building originally built as a museum. AT&T's belief is that such a design would provide the public with needed service while remaining sensitive to the current and historic use of Fort Stamford and minimize any views from adjacent residential properties which are well buffered by vegetation. Pictures of similar facilities at parks and monuments are enclosed for your reference. We note that flagpole structures can also be viewed nearby in Greenwich across from Byram Park and in New Canaan at New Canaan Country Club.

AT&T's usage of a small area of the park would naturally have to be subject to a long term lease agreement with the City. As part of the proposal, AT&T would pay the City rent which would be a source of revenue with no corresponding expense to the City. AT&T would construct and build all necessary improvements, pay for utility usage and maintain, insure and operate the facility with no burden on City or Park personnel.

We appreciate the opportunity to meet with the Commission to explore this proposal further and look forward to meeting with you at your upcoming July 15, 2009 meeting. In the interim should you or City Staff have any further questions please do not hesitate to contact me. Thank you for your time and consideration in this matter.

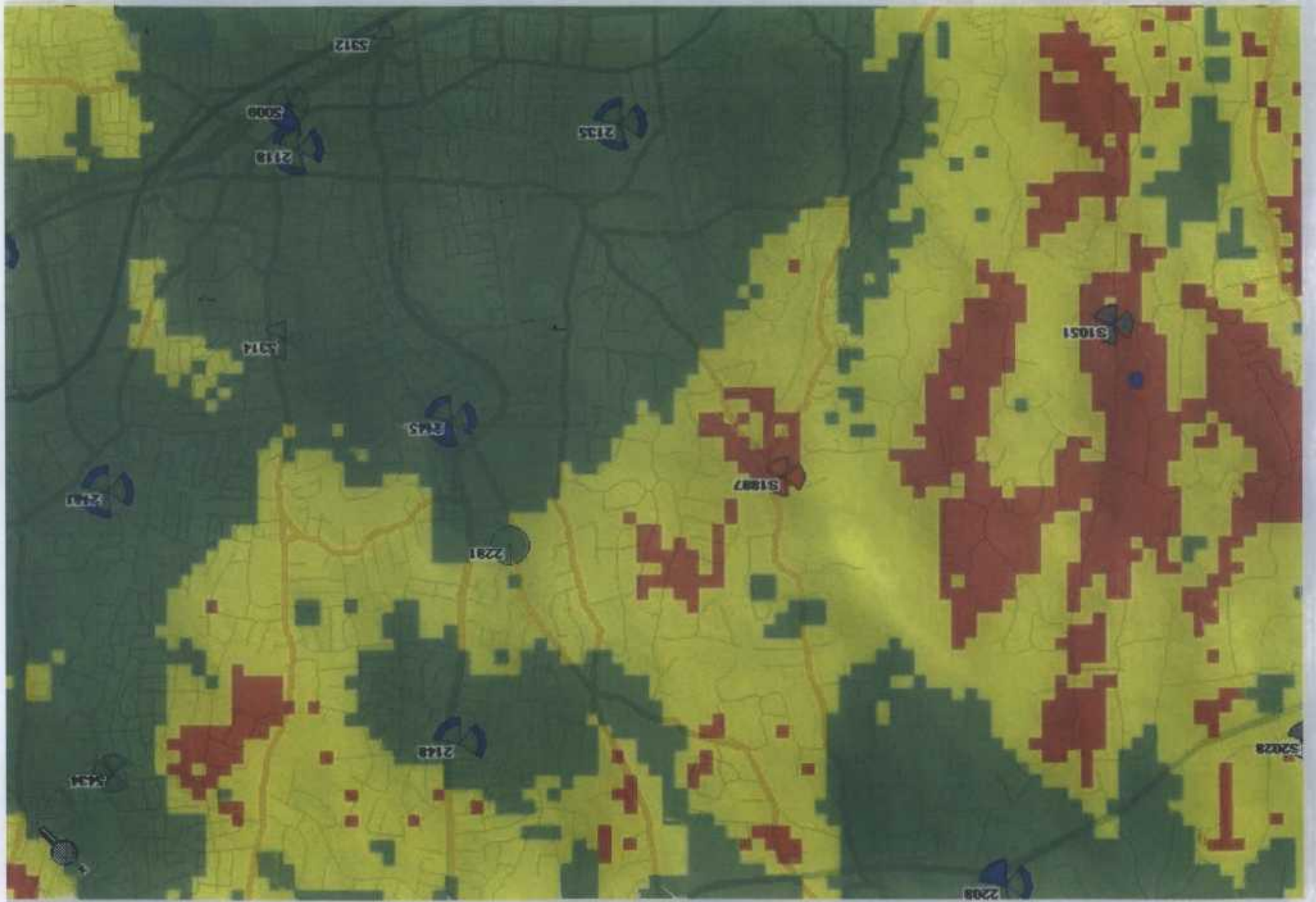
Respectfully yours,



Christopher B. Fisher

Enclosures

cc: Mayor Danell Malloy, City of Stamford  
Norman Cole, City of Stamford Principal Planner  
Michele Briggs, AT&T  
Kevin Dey, SAI, Inc.











**BERCHEM, MOSES & DEVLIN, P.C.**

ATTORNEYS & COUNSELORS AT LAW

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MICHAEL P. DEVLIN,  
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FLOYD J. DUGAS  
ROLAN JONI YOUNG SMITH  
JACOB P. BRYNICZKA  
IRA W. BLOOM  
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MICHELLE C. LAUBIN,  
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WARREN L. HOLCOMB\*  
MARK J. KOVACK  
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BRIAN W. SMITH  
SHELBY L. WILSON

OF COUNSEL

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JOHN W. HOGAN, JR.

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TELEPHONE (203) 783-1200  
FACSIMILE (203) 878-2235

1221 POST ROAD EAST  
WESTPORT, CT 06880  
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PLEASE REPLY TO  
WESTPORT OFFICE

WWW.BMDLAW.COM

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RYAN P. DRISCOLL,  
CAROLYN MAZANEC DUGAS  
ALISON R. EGBLSON  
GAIL I. KELLY,  
MICHELLE DEVLIN LONG  
JEFFREY P. MOGAN  
CARLETHA P. TEXIDOR,  
MEGAN A. SMITH  
JUSTIN STANKO  
JOSHUA A. WEINSHANK.

\*ALSO ADMITTED IN CA  
\*ALSO ADMITTED IN MA  
\*ALSO ADMITTED IN MN  
\*ALSO ADMITTED IN NJ  
†ALSO ADMITTED IN NY  
\*ALSO ADMITTED IN PA  
\* ADMITTED IN NEW YORK ONLY

Writer's Direct Dial Telephone Number: (203) 571-1707

Writer's Email: [mcoppola@bmdlaw.com](mailto:mcoppola@bmdlaw.com)

Respond To: Westport

September 12, 2013

Richard P. Colbert, Esq.  
Day Pitney LLP  
One Canterbury Green  
Stamford, CT 06901-2047

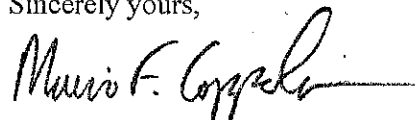
Re: Kosinski v. Aquarion Water Company of Connecticut et al  
Docket Number FST-CV-12-6013192-S

Dear Rich:

Enclosed please find an original executed copy of the General Release to Aquarion Water Company of Connecticut, AT&T, as well as a copy of the withdrawal of the underlying lawsuit (Kosinski et al. v. Aquarion Water Company of Connecticut et al.)

Thank you for your time and assistance with resolving this matter. Please let me know if I can provide you with any further information.

Sincerely yours,



Mario F. Coppola

MFC/kaa  
Enclosure

cc: John Wetmore, Esq. (includes original executed Release)  
Christopher B. Fisher, Esq. (includes original executed Release)

**GENERAL RELEASE**

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT RICHARD KOSINSKI, SUSAN KOSINSKI, LEE HIGGINS, KAORI HIGGINS, PETER JANIS, ELIZABETH JANIS and the TOWN OF GREENWICH, CONNECTICUT (collectively the "Releasors") are currently plaintiffs in a civil action, captioned Kosinski et. al. v. Aquarion Water Company of Connecticut, et. al., Docket Number FST-CV-12-6013192-S (Conn. Super. Ct. Stamford) (the "Action"), that was filed against AQUARION WATER COMPANY OF CONNECTICUT and NEW CINGULAR WIRELESS PCS, LLC, A/K/A AT&T (collectively the "Releasees"), which civil action challenges the rights of the Releasees to construct, erect and install a cellular facility on top of an existing water tank and facilities shed at ground level at property commonly known as 455 Valley Road, Greenwich, Connecticut (hereinafter the "Subject Property"). In consideration of the promises made by the Releasees that they will no longer use the Subject Property for purposes of constructing, erecting or installing any cellular facility on top of an existing water tank and facilities shed at ground level, as further set forth in the Settlement Agreement by and between the Releasees, dated July 18, 2013, which is attached hereto and incorporated herein as *Exhibit 1*, and for ten (\$10.00) dollars, and other valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Releasors hereby release and forever discharge, and by these presents do for their heirs, executors, administrators, successors and assigns, remise, release and discharge the Releasees, their agents, servants, attorneys, employees, officers, directors, insurers, affiliate and/or parent and/or subsidiary companies, and their respective heirs, administrators, successor and assigns (the "Released Parties"), of and from any and all manner of action and actions, cause and causes of action and/or claims, known or unknown, in law or in equity which the Releasors ever had, now have or which their heirs, executors, administrators successors and assigns may in the future have against the Released Parties arising out of and/or relating in any manner to the construction, erection and installation of a cellular facility and facilities shed at the Subject Property and/or the Action. Simultaneously with the execution of this General Release, the Releasors shall also file a withdrawal of the Action.

This release may not be changed orally.

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RICHARD KOSINSKI

By: *Richard Kosinski*  
Richard Kosinski

STATE OF CONNECTICUT )

) ss: Greenwich, August 30, 2013

COUNTY OF FAIRFIELD )

On this, the 30<sup>th</sup> day of August, 2013, before me, the undersigned, personally appeared Richard Kosinski, and executed the foregoing instrument for the purposes therein contained, by signing his name and acknowledged the same to be his free act and deed.

*William F. Cappola*  
Commissioner of the Superior Court  
~~Notary Public~~

SUSAN KOSINSKI

By: *Susan C Kosinski*  
Susan Kosinski

STATE OF CONNECTICUT )

) ss: Greenwich, August 30, 2013

COUNTY OF FAIRFIELD )

On this, the 30<sup>th</sup> day of August, 2013, before me, the undersigned, personally appeared Susan Kosinski, and executed the foregoing instrument for the purposes therein contained, by signing her name and acknowledged the same to be her free act and deed.

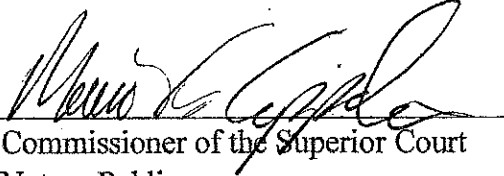
*William F. Cappola*  
Commissioner of the Superior Court  
~~Notary Public~~

LEE HIGGINS

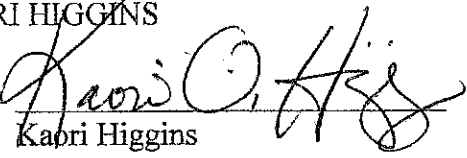
By:   
Lee Higgins

STATE OF CONNECTICUT            )  
  ) ss: Greenwich,        August 30, 2013  
COUNTY OF FAIRFIELD            )

On this, the 30<sup>th</sup> day of August, 2013, before me, the undersigned, personally appeared Lee Higgins, and executed the foregoing instrument for the purposes therein contained, by signing his name and acknowledged the same to be his free act and deed.

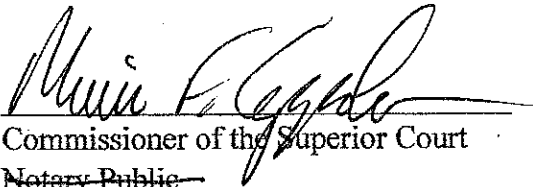
  
Commissioner of the Superior Court  
~~Notary Public~~

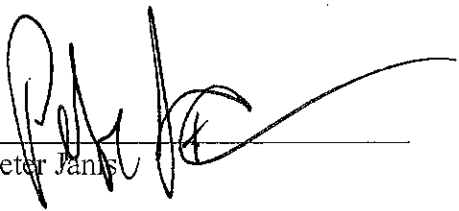
KAORI HIGGINS

By:   
Kaori Higgins

STATE OF CONNECTICUT            )  
  ) ss: Greenwich,        August 30, 2013  
COUNTY OF FAIRFIELD            )

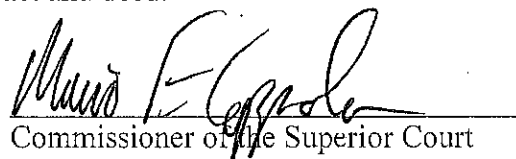
On this, the 30<sup>th</sup> day of August, 2013, before me, the undersigned, personally appeared Kaori Higgins, and executed the foregoing instrument for the purposes therein contained, by signing her name and acknowledged the same to be her free act and deed.

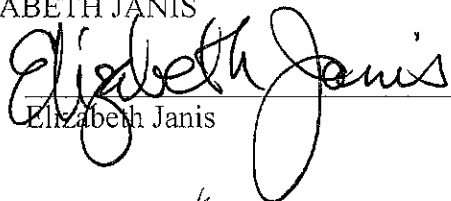
  
Commissioner of the Superior Court  
~~Notary Public~~

By:   
Peter Janis

STATE OF CONNECTICUT     )  
  ) ss: Greenwich,     August 30<sup>th</sup>, 2013  
COUNTY OF FAIRFIELD     )

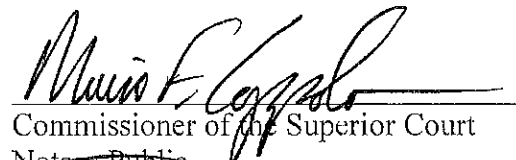
On this, the 30<sup>th</sup> day of August, 2013, before me, the undersigned, personally appeared Peter Janis, and executed the foregoing instrument for the purposes therein contained, by signing his name and acknowledged the same to be his free act and deed.

  
Commissioner of the Superior Court  
Notary Public

ELIZABETH JANIS  
By:   
Elizabeth Janis

STATE OF CONNECTICUT     )  
  ) ss: Greenwich,     August 30<sup>th</sup>, 2013  
COUNTY OF FAIRFIELD     )

On this, the 30<sup>th</sup> day of August, 2013, before me, the undersigned, personally appeared Elizabeth Janis, and executed the foregoing instrument for the purposes therein contained, by signing her name and acknowledged the same to be her free act and deed.

  
Commissioner of the Superior Court  
Notary Public

TOWN OF GREENWICH, CT

By: *Peter J. Tesi*  
Hon. Peter J. Tesi, First Selectman

STATE OF CONNECTICUT    )  
                                  ) ss: Greenwich, September 4, 2013  
COUNTY OF FAIRFIELD    )

On this, the 4<sup>th</sup> day of September, 2013, before me, the undersigned, personally appeared Peter J. Tesi, who acknowledged himself to be the First Selectman of the Town of Greenwich, Connecticut, being authorized so to do, and executed the foregoing instrument for the purposes therein contained, by signing the name of Town of Greenwich, Connecticut by himself as First Selectman, and acknowledged the same to be his free act and deed and the free act and deed of the Town of Greenwich, Connecticut.

*Rubio L...*  
~~Commissioner of the Superior Court~~  
Notary Public  
*#7 Commission Expires 11/30/14*

**MICHELE SULLO**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2014

# **EXHIBIT 1**

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("**Agreement**"), effective as of the latter signature date below ("**Effective Date**"), between Aquarion Water Company of Connecticut, a Connecticut corporation having an office at 835 Main Street, Bridgeport, Connecticut 06604 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an office and principal place of business at 6100 Atlantic Boulevard, Norcross GA 30071 ("**Licensee**").

WITNESSETH:

WHEREAS, Licensor and Licensee entered into a certain License Agreement with respect to a portion of the Mianus Tank in Greenwich Connecticut made as of June 21, 2011 (the "**License**"); and

WHEREAS, Licensor has sought to terminate the License and Licensee has objected to any such termination as without cause;

WHEREAS, it being made clear by Licensor to Licensee that the premises at 455 Valley Road, Greenwich, Connecticut will no longer be made available to Licensee for purposes of any cellular facility, the parties have mutually agreed to enter into this Settlement Agreement;

NOW, THEREFORE, in consideration of the promises contained herein, and for Ten (\$10.00) Dollars and other valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, Licensor and Licensee agree as follows:

1. The recitals above are incorporated by this reference as if fully set forth in this Agreement. All words, terms or phrases used in this Agreement and defined in the License shall have the meanings ascribed to them in the License unless otherwise expressly specified to the contrary.

2. Licensee hereby grants and surrenders and by these presents does hereby unconditionally, irrevocably, and completely give, grant and surrender the Licensed Premises unto Licensor, its heirs, executors, administrators, successors and assigns, and all the estate, right and interest of Licensee therein, in connection with the License or otherwise, and Licensor hereby accepts the surrender of the Licensed Premises by Licensee.

3. The License is hereby terminated as of the Effective Date, as if said date were the expiration date of the Initial Term originally set forth in the License.

4. As of the Effective Date, Licensor and Licensee each hereby release and forever discharge the other and their respective heirs, executors, administrators, legal representatives, successors and assigns of and from all actions or causes of action, claims, suits, debts, dues, sums of money, acts, reckonings, bonds, bills, covenants, controversies, promises, variances, permits, trespasses, accounts, contracts, agreements, damages, judgments, extents, executions, claims, liabilities and demands whatsoever of every name and nature, in law or in equity which Licensor or Licensee can, will or may have or which their respective heirs, executors,

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administrators, legal representatives, successors and assigns hereafter can, shall or may have for, upon or by reason of any matter, happening cause or thing whatsoever, directly or indirectly, whether known or unknown, arising out of or connected in any way with the License or arising out of or in any way connected with the use and occupancy of the Licensed Premises, except with respect to any obligations set forth herein.

5. Licensors and Licensee are currently parties to a litigation captioned *Kosinski et al. v. Aquarion Water Company Of Connecticut, et al.*, Docket No. CV 12 6013192S (Conn. Super. Ct. Stamford) which litigation challenges the right of Licensee to install a wireless facility at the Licensed Premises and which litigation will be rendered moot by virtue of this Agreement and the termination of the License. Licensor undertakes to take all necessary measures to procure the dismissal of this litigation at its sole cost and expense, with the understanding that should Plaintiffs' refuse to immediately consent to withdrawal of the litigation as moot and the Court fail to enter such an order disposing of the litigation with no further terms or conditions, this Agreement, by Licensor and Licensee shall be void and of no force and effect whatsoever.

6. Each party represents and warrants to the other that it has the full right, power, and authority to enter into this Agreement and perform its obligations under this Agreement.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict of laws principles.

9. All notices that may be required or otherwise provided for or contemplated under this Agreement shall be given pursuant to the Notices provision of the License.

10. If any provision of this Agreement or the application of any provision to any party or circumstance is determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance other than those to which it is so determined to be invalid and unenforceable shall not be affected thereby, and each other provision shall be validated and shall be enforced to the fullest extent permitted by law.

11. This Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute but one and the same agreement. Signatures on this Agreement delivered by facsimile or other electronic means shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

Dated: July 18, 2013

Aquarion Water Company of Connecticut  
[Licensor]

By: 

Name: Donald J. Morrissey  
Title: Executive Vice President,  
Chief Financial Officer

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

[Licensee]

By: 

Name: Mo Katibeh  
Title: VP, Construction & Engineering



**WITHDRAWAL**

JD-CV-41 Rev. 6-12

**STATE OF CONNECTICUT  
SUPERIOR COURT**

www.jud.ct.gov

Return date
<b>Apr-10-2012</b>
Docket number
<b>FST-CV-12-6013192-S</b>

**Fill Out All Sections Below**

Name of case (First-named Plaintiff vs. First-named Defendant)

**KOSINSKI, RICHARD Et Al v. AQUARION WATER COMPANY OF CONNECTICUT Et Al**

<input checked="" type="checkbox"/> Judicial District	<input type="checkbox"/> Housing Session	<input type="checkbox"/> Geographical Area number _____	Address of court (Number, street, town and zip code) <b>123 HOYT STREET STAMFORD, CT 06905</b>
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**Section I (check only one box) This Withdrawal is being filed because the dispute has been resolved by:**

**I. Court-Annexed ADR**

- 411088  Early Intervention
- 411090  Attorney Trial Referee
- 411091  Fact-Finding
- 411093  Arbitration
- 411094  Mediation
- 411095  Special Masters
- 411096  Summary Jury Trial

**II. Court Intervention**

- 411098  Pretrial Conference
- 411099  Trial Management Conference
- 411100  Commencement of Trial (court trial - first witness sworn; jury trial - trial jurors sworn)

**III. Private ADR**

411102  Provider Name: \_\_\_\_\_

**IV. Other**

- 411103  Discussion of Parties on Their Own
- 415602  Unilateral Action of Party or Parties

**Section II Withdrawal**

**Dispositive** (Do not check the following two boxes if any intervening complaints, cross complaints, counterclaims, or third party complaints remain pending in this case. See below for partial withdrawal of action.)

(WDACT)  The Plaintiff's action is WITHDRAWN AS TO ALL DEFENDANTS without costs to any party.

(WOARD)  A judgment has been rendered against the following Defendant(s):



\_\_\_\_\_ and the Plaintiff's action is WITHDRAWN AS TO ALL REMAINING DEFENDANTS without costs.

**Partial**

The following pleading(s), motion(s) or other paper(s) in the case named above is or are withdrawn:

- |   |  |
|---|--|
| (WDCOMP) <input type="checkbox"/> Complaint                       | (WOAAP) <input type="checkbox"/> Plaintiff(s): _____                   |
| (WDCOUNT) <input type="checkbox"/> Counts of the complaint: _____ | (WOAAD) <input type="checkbox"/> Complaint against defendant(s): _____ |
| (WDINTCO) <input type="checkbox"/> Intervening Complaint          | _____ only without costs   |
| (WDTHPC) <input type="checkbox"/> Third Party Complaint           | (WOM) <input type="checkbox"/> Motion: _____                           |
| (WAPPCOM) <input type="checkbox"/> Apportionment Complaint        | <input type="checkbox"/> Other: _____                                  |
| (WDCC) <input type="checkbox"/> Cross Complaint (cross claim)     |  |
| (WOC) <input type="checkbox"/> Counterclaim                       |  |

Signature Required

Party <b>P-01 RICHARD KOSINSKI</b>	; By <b>BERCHEM MOSES &amp; DEVLIN P. C. - WESTPORT</b>	Attorney or Self-represented Party
Party <b>P-02 SUSAN C KOSINSKI</b>	; By <b>BERCHEM MOSES &amp; DEVLIN P. C. - WESTPORT</b>	Attorney or Self-represented Party
Party <b>P-03 LEE W HIGGINS</b>	; By <b>BERCHEM MOSES &amp; DEVLIN P. C. - WESTPORT</b>	Attorney or Self-represented Party
Party <b>*See additional page</b>	; By _____	Attorney or Self-represented Party

Name & Address of Signer: **MARIO F COPPOLA**

**Section III Certification**

I certify that a copy of this document was mailed or delivered electronically or non-electronically on (date) **Sep-12-2013** to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties receiving electronic delivery.

Name and address of each party and attorney that copy was mailed or delivered to\*  
**DAY PITNEY LLP - ONE CANTERBURY GREEN/STAMFORD, CT 06901**

*For Court Use Only*

\*If necessary, attach additional sheet or sheets with name and address which the copy was mailed or delivered to.

Signed (Signature of filer) <b>423303</b>	Print or type name of person signing <b>MARIO F COPPOLA</b>	Date signed <b>Sep-12-2013</b>
Mailing address (Number, street, town, state and zip code) <b>1221 POST ROAD EAST WESTPORT, CT 06880</b>		Telephone number <b>203-227-9545</b>

**Continuation of JDCV41 Withdrawal for FST-CV-12-6013192-S**

**Submitted By BERCHEM MOSES & DEVLIN P. C. - WESTPORT (065850)**

**Additional Signature List (Continued from JDCV41)**

Party# P-04 KAORI O HIGGINS

Party# P-05 PETER B JANIS

Party# P-06 ELIZABETH D JANIS

**\*\*\*\*\* End of Signature List \*\*\*\*\***

Continuation of JDCV41 Withdrawal for FST-CV-12-6013192-S

Submitted By BERCHEM MOSES & DEVLIN P. C. - WESTPORT (065850)

Certification of Service (Continued from JDCV41)

**Name and Address at which service was made:**

GREENWICH TOWN ATTORNEY - TOWN HALL/PO BOX 2540/GREENWICH, CT 06836

CHRISTOPHER FISHER - 445 HAMILTON AVENUE/14TH FLOOR/WHITE PLAINS, NY 10601

JOSHUA KIMERLING - CUDDY & FEDER LLP/445 HAMILTON AVE, FL 14/WHITE PLAINS, NY 10601

RYAN TOUGIAS - 445 HAMILTON AVE/14TH FLOOR/WHITE PLAINS, NY 10601

\*\*\*\* End of Certification of Service \*\*\*\*

### Existing Tower/Cell Site Locations

There are 68 listed existing communications facilities within 4 miles of the proposed tower at 560 West Hill Rd., Stamford, Connecticut, generally concentrated in more urban areas of Stamford and Greenwich, along the Merritt Parkway, Route 1 and I-95. Each location is shown on the “Existing Towers Maps”. Each site is numbered in the order appearing on the Connecticut Siting Council Telecommunications Database. 23 of the sites listed below are currently being used by AT&T to provide service to Stamford and Greenwich. None of the existing sites, whether AT&T is located thereon or not, can provide reliable service to the Westover and Roxbury area of Stamford. AT&T has several other active site search areas in Stamford and sites in the approval process which do not impact the need for the Facility proposed in this Application.

<u>No.</u>	<u>OWNER/ OPERATOR</u>	<u>AT&amp;T SITE ID</u>	<u>CELL SITE / STRUCTURE LOCATION</u>	<u>TOWER HEIGHT</u>	<u>SOURCE</u>	<u>COORDINATES</u>
1.	<b><u>Nextel</u></b> Rooftop		1 Metro Center, Stamford	130'+/-	CSC Database	Lat 41.04555556 Lon -73.5425
2.	<b><u>Message Center Management</u></b> Building mount		1 Strawberry Hill Avenue, Stamford	180' +/-	CSC Database	Lat 41.0605 Lon -73.53318889
3.	<b><u>Message Center Management</u></b> Rooftop	<b>CTU5134</b> Installed: 126'	1 Strawberry Hill Court, Stamford	130'+/-	CSC Database	Lat 41.06570278 Lon -73.533875
4.	<b><u>N/A</u></b> Flagpole on building	<b>CTU5036</b> Installed: 60'	1051 Long Ridge Road, Stamford	60'+/-	CSC Database	Lat 41.10497 Lon -73.567
5.	<b><u>N/A</u></b> Rooftop		1241 East Main Street, Stamford	80' +/-	CSC Database	Lat 41.05916667 Lon -73.50969444
6.	<b><u>City of Stamford</u></b>		1244 East Main	N/A	CSC	Lat 41.06023611

	Rooftop		Street, Stamford		Database	Lon -73.50988889
7.	<b><u>Soundview Plaza</u></b> Rooftop	<b>CTU2146</b> Installed: 90'	1266 East Main Street, Stamford	91' +/-	CSC Database	Lat 41.06 Lon -73.50986111
8.	<b><u>N/A</u></b> Rooftop		135 Harvard Avenue, Stamford	84' +/-	CSC Database	Lat 41.04388889 Lon -73.56166667
9.	<b><u>N/A</u></b> Rooftop		1351 Washington Blvd, Stamford	134' +/-	CSC Database	Lat 41.05833333 Lon -73.54277778
10.	<b><u>GTP Towers</u></b> Rooftop	<b>CTU2610</b> Installed: 90', 105'	137 Harvard Avenue, Stamford	105' +/-	CSC Database	Lat 41.044139 Lon -73.562244
11.	<b><u>N/A</u></b> Rooftop		14 Knapp Street, Stamford	66' +/-	CSC Database	Lat 41.09416667 Lon -73.51888889
12.	<b><u>Aquarion Water Company</u></b> Self-supporting lattice tower		149 Lakeside Drive, Stamford	N/A	CSC Database	Lat 41.13464167 Lon -73.53584722
13.	<b><u>N/A</u></b> Rooftop		15 Bank Street, Stamford	82' +/-	CSC Database	Lat 41.05283 Lon -73.54052
14.	<b><u>N/A</u></b> Rooftop		1515 Summer Street, Stamford	115' +/-	CSC Database	Lat 41.06327 Lon -73.541227
15.	<b><u>Washington Hts. Condo Association</u></b> Rooftop	<b>CTU2647</b> Installed: 87'	1633 Washington Boulevard, Stamford	87' +/-	CSC Database	Lat 41.061992 Lon -73.543608
16.	<b><u>American Tower</u></b> Self-supporting lattice tower	<b>CTU2135</b> Installed: 242', 315'	168 Catoonah Lane, Stamford	315' +/-	CSC Database	Lat 41.05276389 Lon -73.56308611
17.	<b><u>N/A</u></b> Rooftop	<b>CTU5434</b> Installed: 157'	18 Knapp Street, Stamford	157' +/-	CSC Database	Lat 41.094145 Lon -73.519018
18.	<b><u>Aquarion Water Company</u></b>		192 Weed Hill Avenue,	N/A	CSC Database	Lat 41.09836944 Lon -73.52856667

	Water Tank		Stamford			
19.	<b>Marriott</b> Rooftop	<b>CTU5009</b> Installed: 207'	2 Stamford Forum, Stamford	207' +/-	CSC Database	Lat 41.05083333 Lon -73.53511944
20.	<b>N/A</b> Church Steeple		20 Brookdale Road, Stamford	55' +/-	CSC Database	Lat 41.13272222 Lon -73.54666667
21.	<b>N/A</b> Rooftop		201 Highridge Road, Stamford	57' +/-	CSC Database	Lat 41.07905556 Lon 41.04180556
22.	<b>N/A</b> Rooftop		2187 Atlantic Street, Stamford	N/A	CSC Database	Lat 41.04180556 Lon -73.54361111
23.	<b>Ascent Media</b> Satellite Dishes		23 Research Drive, Stamford	N/A	CSC Database	Lat 41.07565 Lon -73.52040556
24.	<b>Marriott</b> Rooftop		243 Tresser Boulevard, Stamford	208' +/-	CSC Database	Lat 41.05066944 Lon -73.53495
25.	<b>N/A</b> Rooftop		2777 Summer Street, Stamford	N/A	CSC Database	Lat 41.06977778 Lon -73.54908333
26.	<b>N/A</b> Rooftop		30 Buxton Farm Road, Stamford	48' +/-	CSC Database	Lat 41.11130556 Lon -73.54511111
27.	<b>N/A</b> Rooftop	<b>CTU5312</b> Installed: 75'	30 Station Place, Stamford	75' +/-	CSC Database	Lat 41.04701667 Lon -73.54215
28.	<b>City of Stamford</b> Rooftop		300 Atlantic Street, Stamford	N/A	CSC Database	Lat 41.05117222 Lon -73.539
29.	<b>N/A</b> Rooftop		300 First Stamford Place, Stamford	101' +/-	CSC Database	Lat 41.045 Lon -73.54722222
30.	<b>Cablevision of CT</b> Building Mount		300 Tresser Blvd., Stamford	220' +/-	CSC Database	Lat 41.05305556 Lon -73.53361111
31.	<b>N/A</b> Rooftop	<b>CTU2145</b> Installed:	3001-3003 Summer Street,	104' +/-	CSC Database	Lat 41.07076111 Lon -73.54863333

		100'	Stamford			
32.	<u>N/A</u> Rooftop		333 Ludlow Street, Stamford	110' +/-	CSC Database	Lat 41.04162778 Lon -73.53188611
33.	<u>Westside Storage Co.</u> Building Mount		370 West Main St, Stamford	90' +/-	CSC Database	Lat 41.04784167 Lon -73.5536611
34.	<u>American Tower</u> Monopole	<b>CTU2109</b> Installed: 160'	1590 Newfield Ave., Stamford	160' +/-	CSC Database	Lat 41.11273889 Lon -73.53835
35.	<u>Message Center Management</u> Rooftop		50 Glenbrook Road, Stamford	148' +/-	CSC Database	Lat 41.05681944 Lon -73.52952778
36.	<u>N/A</u> Rooftop		500 Newfield Avenue, Stamford	47' +/-	CSC Database	Lat 41.076814 Lon -73.534296
37.	<u>N/A</u> Rooftop		521 Shippan Avenue, Stamford	100' +/-	CSC Database	Lat 41.043625 Lon -73.52462778
38.	<u>SBA</u> Building mounted tower	<b>CTU2118</b> Installed: 120', 130'	555 Main Street, Stamford	245' +/-	CSC Database	Lat 41.05338889 Lon -73.53564722
39.	<u>City of Stamford</u> Rooftop		58 Top Gallant Road, Stamford	N/A	CSC Database	Lat 41.03068611 Lon -73.55025
40.	<u>Omnipoint</u> Rooftop		60 Strawberry Hill Avenue, Stamford	160' +/-	CSC Database	Lat 41.06238889 Lon -73.53330556
41.	<u>Baptist Church</u> Rooftop	<b>CTU2148</b> Installed: 45'	602 High Ridge Road, Stamford	45' +/-	CSC Database	Lat 41.092 Lon -73.54863889
42.	<u>CL&amp;P</u> Monopole		626 Glenbrook Road, Stamford	75' +/-	CSC Database	Lat 41.07488333 Lon -73.51874444
43.	<u>CL&amp;P</u> Power Mount		63 Myrtle Ave, Stamford	120' +/-	CSC Database	Lat 41.05404167 Lon -73.52555833
44.	<u>Glenbrook</u>		652 Glenbrook	70' +/-	CSC	Lat 41.07585556

	<b><u>Industrial Assoc.</u></b> Smoke Stack		Road, Stamford		Database	Lon -73.51937222
45.	<b><u>Glenbrook Industrial Assoc.</u></b> Water Tank	<b>CTU2141</b> Installed: 110'	652 Glenbrook Road, Stamford	110' +/-	CSC Database	Lat 41.07541111 Lon -73.519325
46.	<b><u>N/A</u></b> Rooftop		681 Main Street, Stamford	142' +/-	CSC Database	Lat 41.05493056 Lon -73.53216944
47.	<b><u>Crown Atlantic</u></b> Monopole	<b>CTU2208</b> Installed: 150'	69 Guinea Road, Stamford	160' +/-	CSC Database	Lat 41.10166667 Lon -73.59444444
48.	<b><u>N/A</u></b> Rooftop		70 Seaview Avenue, Stamford	N/A	CSC Database	Lat 41.04105556 Lon -73.52241667
49.	<b><u>City of Stamford</u></b> Rooftop		752 High Ridge Road, Stamford	N/A	CSC Database	Lat 41.09708333 Lon -73.54846944
50.	<b><u>City of Stamford</u></b> Water Tank		77 Blachley Road, Stamford	N/A	CSC Database	Lat 41.05464444 Lon -73.51548611
51.	<b><u>City of Stamford</u></b> Rooftop		777 Long Ridge Road, Stamford	N/A	CSC Database	Lat 41.09647222 Lon -73.56189167
52.	<b><u>N/A</u></b> In-building	Installed	800 Long Ridge Road, Stamford	N/A	CSC Database	Lat 41.09645 Lon -73.56626389
53.	<b><u>City of Stamford</u></b> Steeple		805 Newfield Avenue, Stamford	N/A	CSC Database	Lat 41.08755556 Lon -73.53369167
54.	<b><u>N/A</u></b> Rooftop		909 Washington Blvd, Stamford	103' +/-	CSC Database	Lat 41.05214722 Lon -73.54180278
55.	<b><u>N/A</u></b> Rooftop		970 Hope Street, Stamford	64' +/-	CSC Database	Lat 41.092125 Lon -73.51856111
56.	<b><u>Wind Building</u></b> Rooftop		1111 East Putnam Avenue, Greenwich	56' +/-	CSC Database	Lat 41.04104167 Lon -73.58423056



57.	<b><u>AT&amp;T Wireless</u></b> Rooftop	<b>CTU5007</b> Installed: 52'	1114 East Putnam Avenue, Greenwich	74' +/-	CSC Database	Lat 41.04021944 Lon -73.58474722
58.	<b><u>Hyatt Regency</u></b> Rooftop		1800 East Putnam Drive, Greenwich	50' +/-	CSC Database	Lat 41.046675 Lon -73.5666417
59.	<b><u>N/A</u></b> Water Tank		24 Butternut Hollow Road, Greenwich	130' +/-	CSC Database	Lat 41.08433333 Lon -73.63736111
60.	<b><u>N/A</u></b> Self-supporting lattice tower	<b>CTU2129</b> Installed: 150'	Butternut Hollow Rd, Greenwich	180' +/-	CSC Database	Lat 41.09695833 Lon -73.63885556
61.	<b><u>N/A</u></b> Water Tank		DeKraft Road, Greenwich	131' +/-	CSC Database	Lat 41.08433333 Lon -73.63736111
62.	<b><u>CL&amp;P</u></b> Monopole	<b>CTU5006</b> Installed	Off North Shore Dr, Greenwich	140' +/-	CSC Database	Lat 41.029727 Lon -73.598334
63.	<b><u>CL&amp;P</u></b> Power Mount	<b>CTU5150</b> Installed: 107'	Sound Beach Avenue, Greenwich	107' +/-	CSC Database	Lat 41.03349167 Lon -73.56553611
64.	<b><u>CL&amp;P</u></b> Power Mount		Sound View Road, Greenwich	99' +/-	CSC Database	Lat 41.033 Lon -73.56729444
65.	<b><u>N/A</u></b> Monopole	<b>CTU2102</b> Installed	5 Perryridge Road, Greenwich	N/A	CSC Database	Lat 41.034168 Lon -73.630856
66.	<b><u>N/A</u></b> Rooftop	<b>CTU2338</b> Installed	1600 Summer St., Stamford	N/A	CSC Database	Lat 41.064275 Lon -73.543775
67.	<b><u>N/A</u></b> <u>Rooftop</u>	<b>CTU2367</b> Installed	5 Perryridge Rd., Greenwich	N/A	CSC Database	Lat 41.03439 Lon -73.63005
68.	<b><u>N/A</u></b> Lattice tower	<b>CTU5011</b> Installed	Norton Heights Railroad Station, Darien	N/A	CSC Database	Lat 41.069097 Lon -73.499

# Existing Tower/Cell Site Map

