

January 15, 2016

VIA OVERNIGHT DELIVERY

Hon. Robert Stein, Chairman
and Members of the Connecticut Siting Council
10 Franklin Square
New Britain, Connecticut 06051

Re: Connecticut Siting Council Docket 463
American Towers, LLC (ATC) & New Cingular Wireless PCS, LLC (AT&T)
Proposed Wireless Telecommunications Tower Facility
351A Boston Post Road, Connecticut

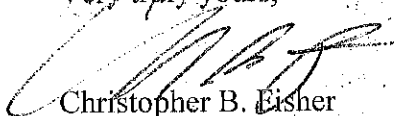
Dear Chairman Stein and Members of the Siting Council:

On behalf of American Towers, LLC (ATC) and New Cingular Wireless PCS, LLC (AT&T) and in connection with the above referenced Certificate Application, we respectfully enclose an original and fifteen copies of the following:

1. AT&T's Responses to BHSO Community Conservancy Interrogatories to Applicant, dated December 23, 2015; and
2. Applicants' Supplemental Information requested by the Siting Council.

Should the Siting Council or Staff have any questions regarding this matter, please do not hesitate to contact us.

Very truly yours,


Christopher B. Eisher

cc: Tracy M. Collins, Esq.
First Selectman Mark C. Nickerson
Keith R. Ainsworth, Esq.
Matthew Russell, ATC
Michele Briggs, AT&T

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF AMERICAN TOWERS LLC
(ATC) AND NEW CINGULAR WIRELESS PCS,
LLC (AT&T) FOR A CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND
PUBLIC NEED FOR THE CONSTRUCTION,
MAINTENANCE AND OPERATION OF A
TELECOMMUNICATIONS TOWER FACILITY IN
EAST LYME, CONNECTICUT

DOCKET NO. 463

January 15, 2016

**APPLICANTS' SUPPLEMENTAL INFORMATION REQUESTED BY THE
SITING COUNCIL AT THE DECEMBER 15, 2015 EVIDENTIARY HEARING**

American Towers, LLC ("ATC") and New Cingular Wireless PCS, LLC ("AT&T") (together the "Applicants"), submit the following supplemental information to the State of Connecticut Siting Council in the captioned proceeding in response to the Council's requests/questions at the December 15, 2015 evidentiary hearing:

1. Identify the # of houses with year round views of the tower and describe same regarding seasonal visibility, distances, wooded buffers and the tower.

Approximately 24 residentially-developed properties would have year-round views of the proposed tower. These include select locations in the Orchards development to the west and within ¼ of a mile of the proposed tower, where "leaf-on" views would be limited to principally the top 10 feet of the tower; the neighboring property immediately to the north, where a majority of the tower would be visible on a year-round basis; and, more distant locations to the south and east (ranging in distances of approximately 0.3 mile to over one mile away) where upper portions of the tower would be visible. Future development of homes may involve an increase in the number of houses with visibility.

On a seasonal basis, when the leaves are off the deciduous trees, we estimate approximately 60 residential properties may have views of at least a portion of the tower through the intervening trees and understory. This includes: some limited locations in the Orchards development, where the proposed tower would not eclipse the tree canopy and dense intervening tree stands would obscure a large part of the tower; areas to the south and east within 0.25 mile where, similarly, intervening trees would serve to obstruct portions of the tower; and areas farther east (beyond 0.5 mile) where intermittent seasonal views could be obtained from some select locations through the trees or open gaps with lines of sight towards the facility.

Notably and by comparison, there are more homes that currently have year round views of the existing tower in the Orchards development when compared with the proposed tower and above analysis.

2. Provide a recommended color for all antennas and equipment on the tower to be painted.

A galvanized steel monopole would provide the most unobtrusive color given the surrounding forest characteristics (hardwood dominated). A darker (e.g. brown) color might be considered, however on bright days this would contrast against a blue sky and the gray-mottled tree trunks and branches. Antennas and equipment on the tower should thus be painted a natural gray color approximating that of the galvanized tower.

3. Provide a rough map outlining the area identified by the Mohegan Tribe as containing various cultural resources along Ancient Highway (Wilson Hill) and/or the approximate extent of the Applicants' interpretation of the federal siting restrictions for purposes of Section 106, NEPA and FCC regulatory requirements.

The Mohegan Tribe did not provide the Applicants with such information as part of the Section 106 and THPO consultations. Attachment 1 is a map prepared by All-Points Technology that incorporates its opinion of the area in which the Mohegan Tribe identified various cultural resources on Ancient Highway (Wilson Hill) and how far the tower siting restriction effectively extends. It covers the original Ancient Highway site as well as Sites #19, #21 from the Site Search and another potential site suggested by the Town (identified as Candidate U in Attachment 1 and referred at times as "Site C"). Note that Candidate U/Site C was a tower location identified as part of the municipal consultations and is on a portion of the property identified as Site #22 from the Site Search. Please recognize that the area and any cultural features depicted have been inferred based on APT's attendance at a site walk and an interpretation of the limited information and general descriptions provided by the Mohegan Tribe as part of its correspondence and THPO adverse effect determination.

4. Provide a coverage plot at 180' (10' lower) and describe the additional coverage loss.

Attachment 2 includes a coverage plot at 180' (10' lower) and depicts additional coverage loss on Boston Post Road: 1/10 mile near Heritage Road, 1/10 mile near Charter Oak Drive, 1/10 mile near Naomi Lane. 1/10 mile near Joshua Valley. Other coverage loss: 2/10 mile on Goldfinch Terrace, 1/10 mile on Upper Pattagansett Road, over 1/10 mile on Nelson Road.

5. Provide a coverage plot at 199' of a tower from the developed area of the Gateway (below what was Site C and near #22 in the AT&T Site Search).

Attachment 3 includes a coverage plot at 199' of a tower from the developed area of the Gateway (Below what was Site C and near #22 in the AT&T site search).

6. Provide typical electronic monitoring, maintenance and filling protocols for ATC shared generators.

ATC performs two maintenance visits a year on its generators. One is a minor visit with fluids checked and belts visually inspected. The second is a major visit with fluids changed and tested and a load bank test performed. ATC utilizes a third party for fueling the generators once they reach 60% fuel capacity. Generators are monitored 24hrs/day via a Westell RMM 1400 or 700 depending on the site configuration. This allows ATC to see any alarms (not running, commercial power out, low fuel, running and commercial power available, etc.) and current generator status (running or not) as well as certain components of the generator like the battery.

7. Provide typical ATC protocols for site maintenance and inspection of a tower site.

ATC has a general site maintenance program run by its Network Operations group and a separate tower inspection program run by its Tower Inspection team.

- a. **Maintenance** –*Tower sites are visited annually for a site inspection (customer verification, safety/security, etc.) by an ATC employee. Any required maintenance (fencing, gravel drives, etc) is documented and thereafter implemented as needed. Sites have a grounds maintenance vendor under contract who make quarterly/bi-annual visits to spray for weeds and cut grass as needed on a site by site basis. Snow plowing is not part of tower site maintenance and conducted only on an as needed basis should tower site access be required by ATC or one of its tenants.*
- b. **Inspections**-*ATC has elected to align its Tower Inspection Program around the recommendations set forth in the EIA-TIA 222 Rev G standard. This standard outlines that the inspection interval for guy towers should occur every three years and self-supporting towers, which includes monopoles, should occur every five years. The tower inspection scope of work is completed by a minimum of a two man crew and typically requires a tower climb. During the tower inspection, all aspects of the tower structure are examined by the inspector utilizing the inspection form as provided by the ATC Engineering department. The inspector will look at all structural steel such as diagonals, horizontals, tower legs, internal bracing and other members as well as all structural bolt connections including anchor bolts. In addition, an examination of*

all welds, concrete foundations, safety climbs, lightning suppression, grounding, and other aspects of the tower asset is also completed. Any and all structural deficiencies that are noted during the inspection are captured in the report and that report, along with photographic documentation, is submitted to our internal engineering team for review. Through the efforts of the inspection and completion of any subsequent maintenance, we identify and remediate items that may need to be corrected that ultimately extend the life of the asset beyond normal expectancy and over time, assists internal teams in lowering costs of operating the asset as a result.

8. Will ATC agree to a condition of CSC approval limiting the height of the tower to 199' AGL?

ATC has no plans for increasing the tower height above that as currently proposed in Docket 463. Counsel for the Applicants has noted in consultation with ATC that conditions contained in Certificate approvals are not the equivalent of a restrictive covenant that might be deemed to benefit another party or intervenor and thus can be the subject of later proceedings to amend, modify or strike same. As such, the request to consent to a condition of approval is, to a certain extent, one of what the future process might be should any future proposal (that would be speculative now) be made to increase the tower height above 199' (at which time the CSC would evaluate any FAA tower lighting and marking if required and what the impacts of any extension would be). The procedural ends of the "spectrum" for tower height extensions are a 6409 petition at one end and the other end a motion to reopen and reconsider. The mid-point procedurally would be an Amended Certificate proceeding.

It is the Applicant's position that agreeing now to require an Amended Certificate proceeding for any future tower height extension above 199' would be an appropriate condition of approval by the Council. Such a requirement would balance all parties' goals and objectives related to tower height by 1) creating a disincentive economically for the tower owner or a future and prospective tenant from proposing a tower height extension as compared with routine collocation 2) an Amended Certificate proceeding would ensure notice and procedurally afford current parties and intervenors and future abutters the opportunity to participate in such a proceeding prior to any Council decision and 3) the Council would retain its jurisdiction and authority in the future to assess the need for and impacts of any such proposal in accordance with the standards set forth in Section 16-50p of the General Statutes.

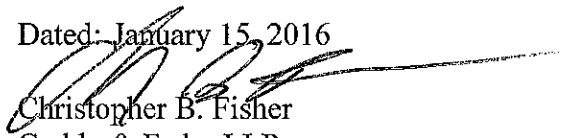
Given the above, ATC will agree to a condition of any CSC Certificate approval that would provide in the Decision and Order that: "Any proposal to increase the height of the tower and appurtenances above 199' AGL would

require an Amended Certificate proceeding in accordance with Section 16-50k(c) of the Connecticut General Statutes.”

9. Provide a copy of the deed, shared driveway agreement and approved subdivision plat for the proposed site.

Attachment 4 includes the deed, recorded shared driveway agreement and a copy of the approved subdivision plat on file with the Town of East Lyme Planning & Zoning Commission. There are no restrictions in the agreement or on the filed plat that would restrict use of the shared driveway for access and utilities to the tower site proposed by the Applicants in this proceeding. Paragraph 4 of the shared driveway agreement specifically provides that the owners, successors and their assigns have a right to pass and repass for all purposes and by all means with the right to install and maintain utilities in the 50' wide area of the shared driveway (emphasis supplied).

Dated: January 15, 2016



Christopher B. Fisher
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
(914)-761-1300

CERTIFICATE OF SERVICE


I hereby certify that on this day, an original and fifteen copies of the foregoing was sent electronically and by overnight mail to the Connecticut Siting Council and to:

The Town of East Lyme
First Selectman Mark C. Nickerson
P.O. Box 519
108 Pennsylvania Avenue
Niantic, Connecticut 06357
mnickerson@eltownhall.com

Tracy M. Collins, Esq.
Waller, Smith & Palmer, P.C.
52 Eugene O'Neill Drive
New London, CT 06320
tmcollins@WallerSmithPalmer.com

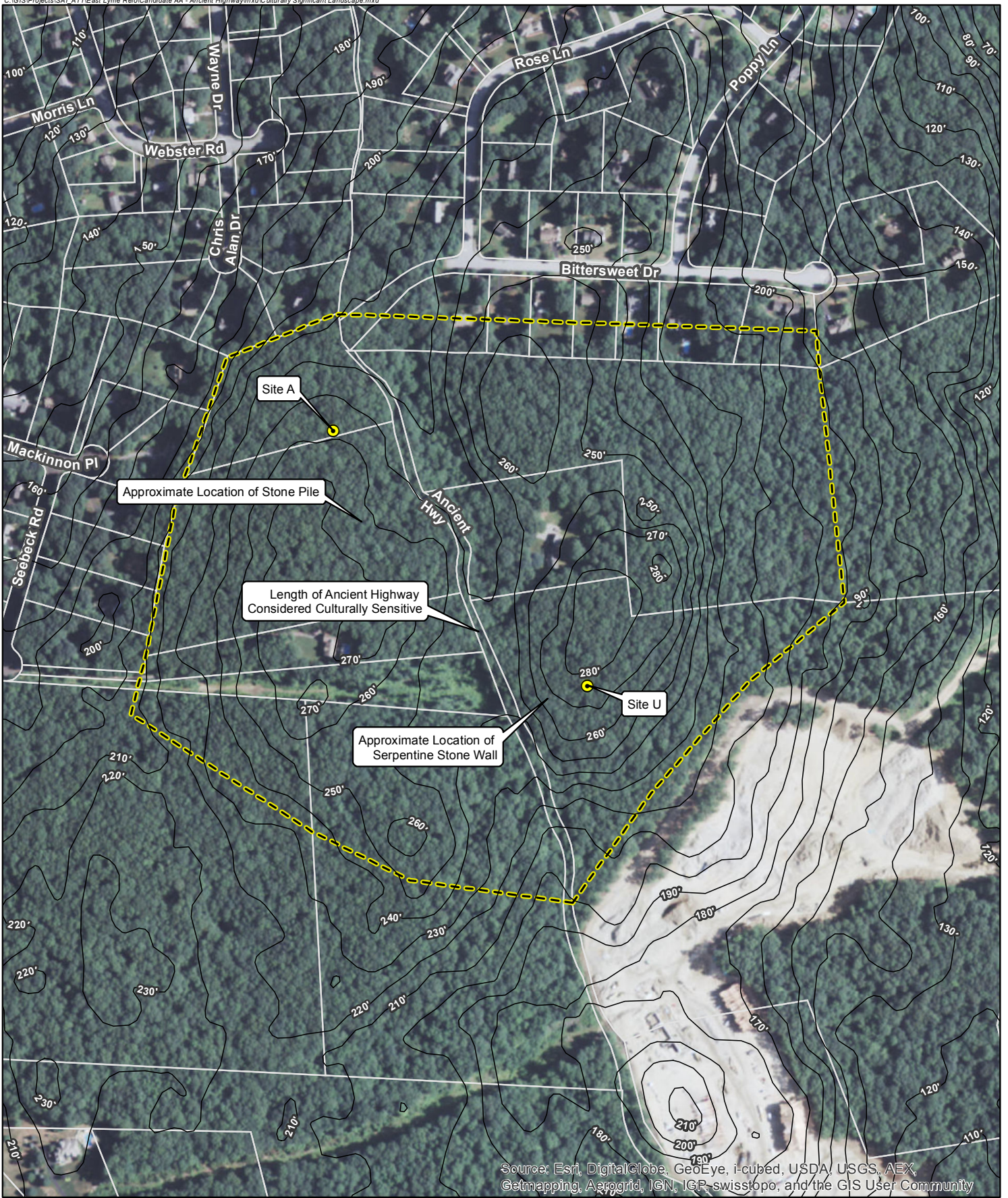
BHSO Community Conservancy
The Law Offices of Keith R. Ainsworth, Esq., LLC
51 Elm Street, Suite 201
New Haven, Connecticut 06510-2049
keithrainsworth@live.com

Dated: January 15, 2016



Christopher B. Fisher

ATTACHMENT 1



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aergrid, IGN, IGP, swisstopo, and the GIS User Community

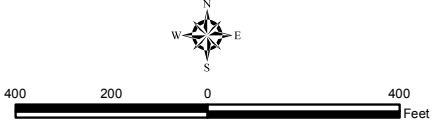
Legend

- Approximate Proposed Tower Location
- Approximate Location of Culturally Significant Landscape
- Approximate Parcel Boundary (CTDEEP GIS)
- 10-Foot Contour Line (CTECO 2000 LiDAR)

Approximate Location of Culturally Significant Landscape

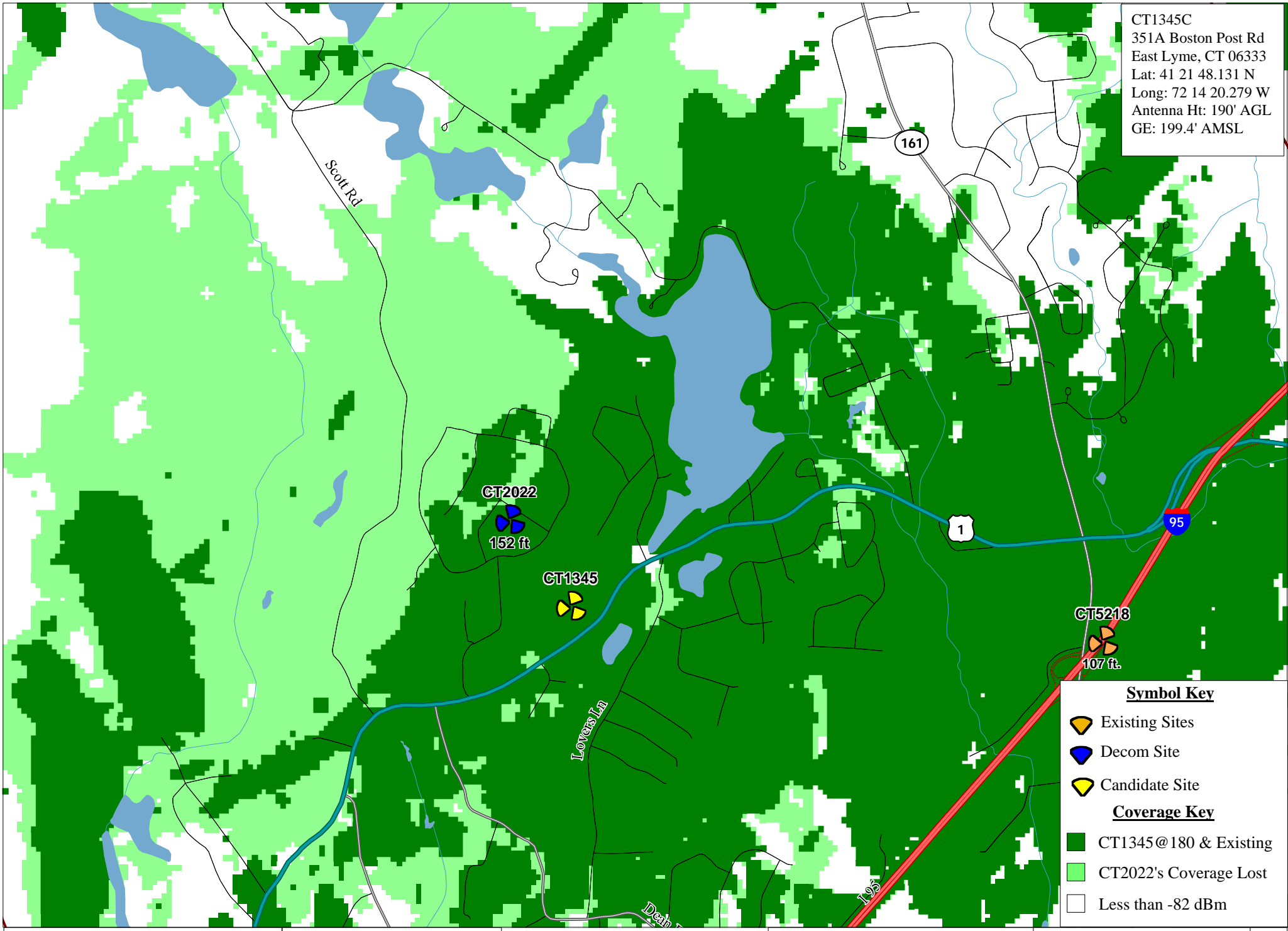
Ancient Highway
East Lyme, Connecticut

Map Notes:
Base Map Source: ESRI World Imagery, NAIP 2014
Map Scale: 1 inch = 400 feet
Map Date: January 2016



ATTACHMENT 2

CT1345C
 351A Boston Post Rd
 East Lyme, CT 06333
 Lat: 41 21 48.131 N
 Long: 72 14 20.279 W
 Antenna Ht: 190' AGL
 GE: 199.4' AMSL



Symbol Key

- Existing Sites
- Decom Site
- Candidate Site

Coverage Key

- CT1345@180 & Existing
- CT2022's Coverage Lost
- Less than -82 dBm

Existing 850 MHz UMTS Coverage
 with Proposed Site at 180 feet AGL

East Lyme, CT

**351A Boston Post Road
 East Lyme, CT 06333**

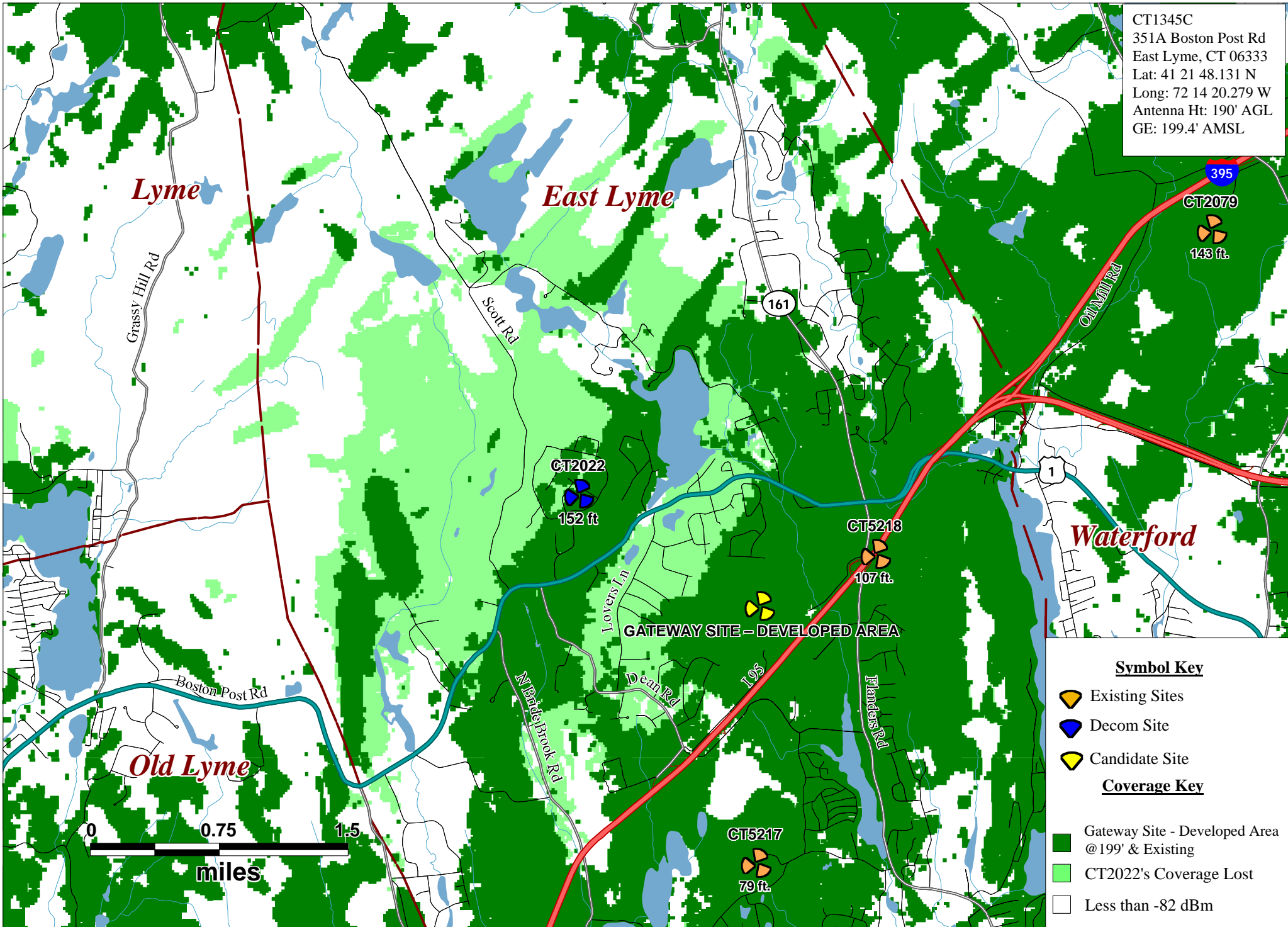


PREPARED ON _____
 DATE: 12/21/2015

REV 0

ATTACHMENT 3

CT1345C
 351A Boston Post Rd
 East Lyme, CT 06333
 Lat: 41 21 48.131 N
 Long: 72 14 20.279 W
 Antenna Ht: 190' AGL
 GE: 199.4' AMSL



Symbol Key

- Existing Sites
- Decom Site
- Candidate Site

Coverage Key

- Gateway Site - Developed Area @ 199' & Existing
- CT2022's Coverage Lost
- Less than -82 dBm

Existing 850 MHz UMTS Coverage
 with Gateway Site - Developed Area
 at 199 feet AGL

East Lyme, CT

**351A Boston Post Road
 East Lyme, CT 06333**



PREPARED ON _____
 DATE: 01/05/2016

REV 0

ATTACHMENT 4

4783

WARRANTY SURVIVORSHIP DEED

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

Know Ye, That We, JAMES J. GALLAGHER and ELIZABETH GALLAGHER, of the Town of East Lyme, County of New London, and State of Connecticut (hereinafter referred to as the Grantors), for the consideration of FOUR HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$410,000.00) received to our full satisfaction of A. JAMES DeCOSTA and BONNIE L. DeCOSTA, both of the Town of Gales Ferry, County of New London, and State of Connecticut (hereinafter referred to as the Grantees), do give, grant, bargain, sell and confirm unto the said Grantees, as joint tenants with the rights of survivorship and not as tenants in common, and the survivor of them, and the heirs and assigns of the survivor of them forever,

See Schedule "A" Attached Hereto And Made A Part Hereof.

Said premises are subject to any and all provisions of any ordinance, governmental act or regulation, public or private law, including, but not limited to planning and zoning regulations, building regulations and inland and tidal wetlands laws.

Said premises are subject to Taxes, Town of East Lyme, List of October 1, 2006, which the Grantees assume and agree to pay as partial consideration for this transfer.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto them the said Grantees and the survivor of them, and the heirs and assigns of the survivor of them forever, and to their own proper use and behoof. And also, we, the said Grantors, do for ourselves, our heirs, executors, administrators and assigns covenant with the said Grantees, their survivor and such survivor's heirs and assigns, that at and until the enscaling of these presents, we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have a good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as is above written.

AND FURTHERMORE, we, the said Grantors, do by these presents bind ourselves and our heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them, the said Grantees, and to the survivor of them and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as is above written.

SCHEDULE "A"

A certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of East Lyme, County of New London and State of Connecticut, being a portion of Lot 8 and a portion of Lot 9 on a map entitled "Section 2 Apple Hill Subdivision Sheet 1 of 1 Date 1/10/73 Scale 1" = 100' Property of James J. Gallagher & Peter Immordino Boston Post Road East Lyme Hub Corporation Civil Engineers", which map is on file in the Town Clerk's Office, Town of East Lyme. The premises are more particularly bounded and described as follows:

Beginning at a point on the north side of Boston Post Road, and which point is 221.28 feet N 73° 02' 28" E of a CHD monument; thence N 8° 27' 22" W, 132.72 feet to a point; thence running along the arc of a circle with a radius of 170 feet, a distance of 140.64 feet to a point; thence running N 59° 30' 50" W, 119.19 feet to a point; thence running N 14° 12' 51" E, 463.28 feet to a point; thence N 87° 45' 54" E., 638.26 feet to a point; thence S 24° 06' 54" E along a stone wall, 207.93 feet to a point; thence S 25° 41' 21" E still along said stone wall, 91.97 feet to a point; that point is further described as being the northeast corner of Lot No. 7 on the above mentioned map, the previous two courses run along the boundary line of land now or formerly of Walter F. Scaplen and Elizabeth A. Scaplen; thence S 71° 44' 31" W, 52.93 feet to a point; said course runs along the boundary line of Lots Nos. 7, 6, 5, and 4 on the above mentioned map. Thence N 40° 50' 25" W, 62.43 feet to a point; thence S 49° 09' 35" W, 233.09 feet to a point; the previous two courses running along Lots Nos. 2 and 3 on the above mentioned map; thence running along the curve of a circle with a radius of 145.00 feet, a distance of 145.81 feet to a point; thence S 8° 27' 22" E, 94.16 feet to a point; thence running along the arc of a circle with a radius of 30 feet, a distance of 51.58 feet to a point on the northerly side of Boston Post Road; said point is further described as being 139.92 feet S 73° 02' 28" W of a CHD monument; thence S 73° 02' 28" W, 60.10 feet to the point or place of beginning.

* NOTE: 57° 44' 31" W, 52.93 Feet is incorrect
it should be 552.93 Feet

Recorded Dec 3 2007
8:35 ^{AM} Kathleen Pulliam
East Lyme Town Clerk

Vol 148 Page 361

THIS AGREEMENT, made this 5th day of December 1973,
by and between SUSAN M. IMMORDINO of New London, Connecticut, and
JAMES J. GALLAGHER and ELIZABETH GALLAGHER, of East Lyme,
Connecticut,

W I T N E S S E T H :

WHEREAS Susan M. Immordino is the Owner of premises shown
as a portion of Lot 9 and a portion of Lot 8, and James J.
Gallagher and Elizabeth Gallagher are the Owners of premises
shown as a portion of Lot 8 and a portion of Lot 9; on a plan
entitled "Section 2 Apple Hill Subdivision Property of
James J. Gallagher and Peter Immordino Boston Post Road,
East Lyme, Conn. Scale 1" = 100' Date 1/17/73", which plan is
on file in the Office of the East Lyme Town Clerk, and

WHEREAS, each party owns a separate strip of land twenty-
five feet (25') in width extending northerly from the north
side of Boston Post Road, which strips are adjacent and give
the respective property owners highway access which satisfies
the East Lyme Zoning Regulations, and

WHEREAS, the parties agree that it would be more con-
venient to them and in their best interests to construct one
mutual driveway from the Boston Post Road generally over said
two adjacent twenty-five foot (25') strips of land, and to
share equally in the cost of constructing and maintaining
said driveway,

NOW, THEREFORE, in consideration of their mutual promises,
the parties agree as follows:

1. The parties will have constructed a driveway from the north side of the Boston Post Road generally within the limits of the two adjacent twenty-five foot (25') wide strips of land which extend northerly between Lots shown as 1 and 2 on said plan, thence run northwesterly along the northeasterly line of said Lot 1 and thence run northerly along the easterly line of land shown on said plan as now or formerly of Franklin B. and Marjorie F. Kohrs; to the southwesterly line of the Lot shown as 9 on said plan.

2. The parties agree to share equally the cost of the construction of said driveway; provided, that any cost attributable to any driveways which extend easterly into the Gallagher property, and northerly into the Immordino property, shall be borne separately by James J. Gallagher and Elizabeth Gallagher, and by Susan M. Immordino, respectively.

3. The parties further agree to share equally the cost of maintaining, repairing and rebuilding said driveway, and the cost of keeping the same free of snow and ice; provided, however, if one party shall have installed any utility services, such party shall bear the entire expense of restoring the area affected by the work to its prior condition.

4. The parties further agree that the parties, their successors and assigns as owners of their respective properties, shall have the right to pass and repass for all purposes and by all means over said two adjacent twenty-five foot (25') wide strips, together with the right to install and maintain utilities thereon including pipes and wires.

5. This Agreement shall be binding upon the heirs, Executors, Administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date herein first above mentioned.

Vol. 148
PAGE 268

Olive H. Wales
Olive H. Wales

SUSAN K. INHORDINO
SUSAN K. INHORDINO

Mary A. McDermott
Mary A. McDermott

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON) ss. New London

On this the 30th day of November, 1973, before me Mary Ann McDermott, the undersigned officer, personally appeared SUSAN K. INHORDINO known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, as her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Ann McDermott
MARY ANN McDERMOTT
Title of Office: NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 1978
James J. Gallagher
JAMES J. GALLAGHER

Mary Ann McDermott
Mary Ann McDermott

Marion K. Pawlowski
Marion K. Pawlowski

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON) ss. New London

On this the 5th day of December 1973, before me Mary Ann McDermott the undersigned officer, personally appeared JAMES J. GALLAGHER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Ann McDermott
MARY ANN McDERMOTT
Title of Office: NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 1978
Elizabeth Gallagher
ELIZABETH GALLAGHER

Mary Ann McDermott
Mary Ann McDermott

Marion K. Pawlowski
Marion K. Pawlowski

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON) ss. New London

On this the 5th day of December 1973, before me Mary Ann McDermott the undersigned officer, personally appeared ELIZABETH GALLAGHER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, as her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Ann McDermott
MARY ANN McDERMOTT
Title of Office: NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 1978

RECEIVED FOR RECORD Jan 4 1974
41-945A-1000
Clerk of Superior Court
TOWN OF EAST

