



Town of Mashpee

Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

Meeting of the Mashpee Planning Board
Wednesday, April 3, 2019
Waquoit Meeting Room, 7:00 PM

Call Meeting to Order: 7:00 p.m. – Waquoit Meeting Room – Mashpee Town Hall

- Pledge of Allegiance

Approval of Minutes

- Review and approval of meeting minutes from **March 20, 2019.**

Public Hearing

7:10PM - Blue Sky Towers II, LLC has made an application for special permit to erect a Personal Wireless Service Facility as required by Section 174-25 (H)(9); 174-45.3 of the Mashpee Zoning By-Law at 101 Red Brook Road, Mashpee Fire Station #2 (Assessors Map 104, Lot 2) consisting of a 150' monopole. This public hearing is being reopened by the Planning Board following referral to The Cape Cod Commission as a Development of Regional Impact (DRI). The public hearing opened on June 6, 2018.

New Business

- Request for waiver of Public Hearing Notices for Town of Falmouth
- C. Rowley Billing – March 2019

Old Business

- Request for release of funds held in escrow – 33 Trinity Place, Cotuit Solar

Chairman's Report

Board Member Committee Reports

- Cape Cod Commission, Community Preservation Committee, Design Review, Plan Review, Environmental Oversight Committee, Greenways/Quashnet Footbridge, Historic District Commission, MMR Military Civilian Community Council.

Updates from Town Planner

- Proposals from the Town Planner on zoning by-law amendments

Additional Topics (not reasonably anticipated by Chair)

Adjournment

MASHPEE TOWN CLERK

MAR 28 2019

RECEIVED BY W-3

**Mashpee Planning Board
Minutes of Meeting
February 20, 2019 at 7:00 p.m.
Mashpee Town Hall-Waquoit Meeting Room
16 Great Neck Road North
Approved 3/20/19**

Present: Vice Chairman Joe Cummings, Dennis Balzarini, David Weeden

Also: Evan Lehrer-Town Planner; Charles Rowley-Consulting Engineer

Absent: Chairman Mary Waygan, David Kooharian, Robert (Rob) Hansen (Alt.)

CALL TO ORDER

The Town of Mashpee Planning Board meeting was opened with a quorum in the Waquoit Meeting Room at Mashpee Town Hall by Vice Chairman Cummings at 7:03 p.m. on Wednesday, February 20, 2019. The Vice Chair stated that the meeting was being videographed and recorded and asked that speakers approach the podium stating their name and business.

The Pledge of Allegiance was recited.

APPROVAL OF MINUTES—February 6, 2019

Minutes were placed on hold to be considered at the next meeting.

APPROVAL NOT REQUIRED

Submission of ANR Subdivision Plan by Cape & Islands Engineering for Margaret Thurber, Thurber Trust, to Create Four Buildable Lots, Located at 264 Pimlico Pond Road-The Vice Chair read the request. Matt Costa, Cape & Islands Engineering, represented applicant, Margaux Thurber. Mr. Costa summarized the request to subdivide 7.6 acres of land into 4 lots that fronted Pimlico Pond Road and Cove Road. All lots met the frontage and minimum lot coverage requirements. Mr. Costa confirmed that lots 1, 2 and 3 sat on Cove Road. The Vice Chair inquired about lot 4, running beside lot 3, and Mr. Costa confirmed that it provided access to Wakeby.

Mr. Rowley referenced a series of lots divided previously, on the other side of Cove Road, which required improvements to the road, including a turnaround and drainage installation. Since there was time before the necessary endorsement, Mr. Rowley recommended inspection of the construction to confirm that access was substantial for a private way. Mr. Rowley reported narrowing of the road, with varied widths, beginning with a sufficiently wide but steep approach, which then narrowed driving down the road.

Mr. Weeden inquired about public access to the waterway but Mr. Rowley was unfamiliar with a statute as it related to private land. Mr. Costa confirmed that he was unaware of any deed or easement granting access to the public. Mr. Lehrer reminded the Board that ANR review considered only the lot size and adequate frontage to the roadway. It was confirmed that there was a layout of the roadway.

Mr. Balzarini stated that he would review the condition of the roadway and whether access was adequate. Mr. Balzarini emphasized the importance of Fire Department accessibility. Mr. Costa requested that the inspection occur on Friday, as the closing was scheduled for Monday, and suggested that the Board endorse the plan this evening. Mr. Rowley, Mr. Lehrer and Board members responded that they could not do so. Mr. Costa stated that Fire Department review would be considered with the ZBA. There was discussion about considering the matter at the next meeting on March 6, which would be within the 21 day window.

Linda Edson, representing the applicant, reported that the turning area was located before the narrowing of the roadway. Mr. Rowley stated that if that was the location of the turning area, there should be adequate access, since the work was completed 20 years prior. Mr. Costa submitted aerial photos showing the pavement, turnaround area and construction. Board members reviewed the photograph and there was consensus that the road was suitable. Mr. Lehrer stated that the lots offered adequate land area and frontage and Mr. Costa's image showed adequate access and with Mr. Rowley's agreement, suggested a motion could be made to endorse the plan.

MOTION: Mr. Balzarini made a motion to approve Approval Not Required for 264 Pimlico Pond Road.

Mr. Weeden inquired about the easements and access, but Mr. Lehrer confirmed that the Board was considering only the frontage on Cove Road. Mr. Balzarini stated that the applicant would need to seek a building permit. It was confirmed that plan had been labeled "no determination as to compliance with zoning requirements have been made or intended by this endorsement under Mass General Law Chapter 41, Section 81."

Mr. Weeden seconded the motion. All voted unanimously.

Planning Board members signed the plan and Vice Chair Cummings signed the Notice of Filing.

Mr. Costa referenced the prior meeting, and testimony he missed provided by a member of the audience. Mr. Costa reported that statements made were not true, adding that he had submitted documentation to the Planning Board refuting comments made. Mr. Costa was unsure why the individual was deliberately making allegations against him, but was confident his reputation would withstand the allegations, adding that his company provided outstanding work for his clients. Mr. Costa asked that the Board, in the future, remain focused on the projects being considered. Mr. Lehrer confirmed that, per Chairman Waygan's request to submit the comments, Town Counsel responded that the Planning Board had no authority to vet or question the credibility or licensure of any consultant. The individual speaking about the credentials of the professional was speaking beyond the scope of what the Board should be considering. Town Counsel advised that such issues of defamation created a potential libel situation, particularly when documented as part of the public record.

NEW BUSINESS

None at this time

OLD BUSINESS

Municipal Vulnerability Preparedness Program Discussion & Application Process Update-Mr. Lehrer noted that he had provided Board members with the draft application, adding that he was seeking a letter of support from the Board.

Request for Release of Funds Held in Escrow, 33 Trinity Place, Cotuit Solar-Mr. Rowley confirmed that he was still awaiting word from Mr. Geyser regarding the completion of the gravel approach.

Consideration & Possible Action to Accept Performance Bond for Lot Releases, Ockway Highlands-Mr. Lehrer reported that he had been in contact with Mr. Morin's bank, regarding the agreement that was established between the bank and Mr. Morin. A tri-party agreement among the bank, the Town and Mr. Morin, was now being drafted. In the event there was a default, the Town would be able to utilize the funds to complete the necessary work. The agreement should be ready for the next meeting.

CHAIRMAN'S REPORT

March 4 Board of Selectmen Meeting-It was confirmed that the next meeting would focus on Affordable Housing and would take place on March 4 at 6:30 p.m.

BOARD MEMBER COMMITTEE UPDATES

Cape Cod Commission-No update

Community Preservation Committee-No update

Design Review Committee-No update

Plan Review-No update

Environmental Oversight Committee-Vice Chair Cummings reported that the EOC had submitted a letter of support for the MVP. Funds for the Community Gardens had been approved by the CPC. The first shellfish permit was suspended due to theft and there would now be a system to tagging bags of shellfish to better identify them. Johns Pond Association agreed to comply with the nutrient Control Bylaw. Southport would spend \$40,000 to irrigate the golf course. The fish ladder would be repaired at Johns Pond. The Quashnet River restoration project would be funded by the Air Force, the CPA and Falmouth's Childs River Restoration. It was also reported that research was being completed to study issues at Santuit Pond, including addressing the herring count and possible dredging to remove phosphorus. White cedar was being considered for the bog restoration.

Greenway Project & Quashnet Footbridge-No update

Historic District Commission-No meeting

MMR Military Civilian Community Council-MMR Joint Land Use Study- No update

UPDATES FROM TOWN PLANNER

950 Falmouth Road Request for Proposal-Mr. Lehrer reported that the RFP for 950 Falmouth Road had been released for an affordable housing project of up to 69 bedrooms.

Interested developers can obtain the RFP from COMMBUYS or from the Town Manager's office.

Proposals from the Town Planner on Zoning Bylaw Amendments: Temporary/ Seasonal Signs and Donation Bins-Mr. Lehrer stated that a packet of bylaw amendments were included in packets, to be reviewed, which reflected recommended amendments from the last meeting.

ADDITIONAL TOPICS

ADJOURNMENT

MOTION: Mr. Balzarini made a motion to adjourn. Mr. Weeden seconded the motion. All voted unanimously. The meeting ended at 7:49 p.m.

Respectfully submitted,

Jennifer M. Clifford
Board Secretary

LIST OF DOCUMENTS PROVIDED

- Form A, ANR Application for Margaux Thurber, Subdivision Plan for 264 Pimlico Pond Road
- 2/15/19 Letter from Michael Markoff Regarding Cape & Islands Engineering
- Municipal Vulnerability Preparedness Grant Program FY 19
- Draft Planning Board Bylaw Amendments

Elizabeth R. Thompson
Licensed in Massachusetts
ethompson@dkl-legal.com

VIA EMAIL ONLY TO EVAN LEHRER AT: ELehrer@mashpeema.gov

December 28, 2018

Mashpee Planning Board
Evan Lehrer, Town Planner
16 Great Neck Road North
Mashpee, MA 02649

RE: Request for a Continuance - 101 Red Brook Road, Mashpee, MA

Dear Members of the Planning Board and Mr. Lehrer:

The law firm of Duval, Klasnick & Thompson, LLC represents Blue Sky Towers II, LLC (“Blue Sky” or the “Applicant”), the applicant for a special permit for a wireless telecommunications facility to be located at 101 Red Brook Road (Mashpee Fire Station #2) in the Town of Mashpee currently scheduled to appear before you on January 2, 2019 at 7:00 PM. This letter is to request a continuance of this scheduled public hearing until such time as the Zoning Board of Appeals can hear and decide upon a variance to be filed in connection with this matter.

On December 28, 2018, we learned from Mr. Lehrer of the existence of a request for approval of amendments to the Town of Mashpee Zoning By-laws dated October 7, 1998 and a letter dated January 4, 1999 and January 7, 1999 from the Office of the Attorney General approving the same. We have reviewed these documents and concur with the opinion of the Town Planner that these documents confirm that our proposed site for a 150 foot monopole-type personal wireless service facility located at 101 Red Brook Road, Mashpee, MA requires a variance for height from the Zoning Board of Appeals as it is outside of the Wireless Overlay District.

Where said variance could ultimately affect the nature of the proposal that will come before the Planning Board for a special permit, and where it will be difficult for the Planning Board to review the site in detail until the proposed height is reviewed and voted upon by the

Zoning Board of Appeals, the Applicant respectively requests a continuance of the special permit proceedings until the conclusion of the proceedings before the Zoning Board of Appeals.

Very truly yours,
Duval, Klasnick & Thompson LLC

/s/ Elizabeth R. Thompson
By: Elizabeth R. Thompson
Attorney at Law

Cc: Sean Gormley, Blue Sky Towers II, LLC

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below, is entered into by the TOWN OF MASHPEE, a Massachusetts municipal corporation, having a mailing address care of the Mashpee Town Manager Rodney C. Collins, Chief Procurement Officer, 16 Great Neck Road North, Mashpee, MA 02649 (hereinafter referred to as "**Landlord**") and Blue Sky Towers, LLC a Delaware limited liability company d/b/a in Massachusetts as BSTMA, LLC, having an address of 352 Park Street, Suite 106, North Reading, MA 01864 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, identified as 101 Red Brook Road, Mashpee, MA (Mashpee Fire Station #2), together with all rights and privileges arising in connection therewith, shown on Mashpee Assessors' Map 103 and 104, in the County of Barnstable, Commonwealth of Massachusetts (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant:

(i) Approximately Ten Thousand square feet (100'x100') of ground space for the placement of communications infrastructure plus the airspace above such those spaces (the "**Lease Area**"); and

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the "**Equipment Space**") including an antenna support structure as permitted according to Governmental Approvals (defined below); and

(iii) those certain areas where conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as "**Connections**"). Landlord agrees that Tenant shall have the right to install Connections between Tenant's equipment in the Equipment Space and Antenna Space, and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the non-exclusive right for ingress and egress (the "**Access**") to the Premises (as hereinafter defined) seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over such portion of the Property as may be designated by the Landlord extending from the nearest public right-of-way to the Premises, together with the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Lease Area, Equipment Space, Antenna Space, Connections, Access, and Right-of-Way are hereinafter collectively referred to as the "**Premises.**"

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively,

the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sub-licensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property as described on **Exhibit "1"** hereto (the "**Surrounding Property**"), as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date, defined as (i) the latter of the signature dates below or (ii) the last day of the Term of the Tenant's existing lease (if any) of the Premises, whichever is later. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the third (3rd) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the third (3rd) extended term, then upon the expiration of the third (3rd) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the third (3rd) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

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

4. RENT.

(a) Rent. Commencing on the first day of the month following the date that Tenant commences construction of the Communications Facility (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of Two Thousand and No/100 Dollars (\$2,000.00) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date. Notwithstanding anything to the contrary herein, Tenant shall have no obligation to pay Rent unless and until Tenant has received all Governmental Approvals and documents necessary to install and operate the Communications Facility. Landlord shall have no obligation to allow Tenant to use the property until Tenant has obtained all Government Approvals and documents necessary to install and operate the Communications Facility.

(b) Increases. Upon each anniversary of the Rent Commencement Date, there shall be an escalator applied to the previous year's Rent payment, equal to Two Percent (2%) of the Rent for the previous year. The increase in Rent under this Section 4(b) shall not apply to revenue due or paid under Section 4(c).

(c) Collocation Fees. Beginning with the second subtenant and each subsequent nationwide broadband subtenant, Tenant shall pay to Landlord an amount equal to Thirty-Five Percent (35%) of rent or license fees actually received by Tenant ("**Collocation Fees**"). Collocation Fees shall be payable to Landlord within thirty (30) days of Tenant's receipt of rent or license fees from each such nationwide broadband subtenant. Calculation of Collocation Fees shall not include any payments made by subtenants or sublicensees to Tenant which are not rent or license fees, or are reimbursements including but not limited to capital contributions, Collocation Fee reimbursements, pass-through costs, upgrade, repair or replacement costs, testing or evaluation costs. Collocation Fee payments shall cease in the event that subtenant leases expire, terminate or payments are otherwise suspended for any reason. Collocation Fee payments shall not be due to Landlord for the first nationwide broadband subtenant, or for any government, non-profit, or other tenants not delivering broadband services including Landlord. If at any time during the Term, the first tenant terminates or vacates the Premises, Tenant shall have the right to designate a new first tenant for which no Collocation Fees shall be due.

(d) Capital Contribution. Tenant shall pay to Landlord a one-time payment of One Hundred Thousand and no/Dollars (\$100,000.00) as a capital contribution [for Landlord's development, equipment and construction costs associated with installation of Landlord's communications equipment upon Tenant's Communications Facility]. The capital contribution shall be due and payable following Tenant's receipt of all Governmental Approvals (defined below), including Cape Cod Commission, completion of construction of the Communications Facility, issuance of the Certificate of Occupancy, and within thirty (30) days of the Tenant's first subtenant installation going "on-air."

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

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals (including SHPO, FAA, FCC, NEPA, and other items as applicable), inspections, utility easements (and Landlord signature for same), rent payment instructions, completed forms, completed applications, or other documents or relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon thirty (30) days' notice to Landlord.

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

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

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

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

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Landlord upon written notice to Tenant for any reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a) 6(b), 6(c), 8, 11(d), 18, 19 or 23(j) of this Agreement.

7. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Tenant shall add the Town as an Additional Insured Party on its General Liability Policy. The insurance afforded to Additional Insureds shall apply as primary insurance and not contribute to any other available insurance.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference.

(b) Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

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

(d) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. **INDEMNIFICATION.**

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

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

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. **WARRANTIES.**

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

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. **ENVIRONMENTAL.**

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all 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 condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party'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 conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

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

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole

determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon thirty (30) days' notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and any access granted hereby thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If there is any electrical power interruption for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord. In the event of a casualty or interruption of operation of the Communications Facility, the Landlord shall consent to and support the issuance of all necessary permits for the placement on the Property, at no extra cost to the Tenant, of a temporary "cell-on-wheels" or similar system to enable the Tenant to maintain uninterrupted wireless coverage during any such repair or maintenance period.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to abate rent, cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. **ASSIGNMENT/SUBLEASE.** Tenant and Landlord shall enter into a separate sub-license agreement for Landlord's equipment uses at the Premises. Tenant shall have the right to assign this Agreement and its rights herein, in whole or in part, without Landlord's express written consent to lenders, buyers or investors. Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Premises to Customers pursuant to separately negotiated subleases entered into between Tenant and a Customer. Tenant may enter into any sublease, sublicense or other agreement with prospective sublessees, sublicensees, and other third-party users (herein, "Customers") of the Premises without the consent of Landlord at any time following execution of this Lease, including the period prior to the Commencement Date. Any agreement entered into by Tenant is and shall be assigned as collateral for Tenant's lender immediately upon execution thereof.

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

If to Tenant: Blue Sky Towers, LLC
352 Park Street, Suite 106
North Reading, MA 01864
Attn: Legal/ MA-5112

With a copy to: Blue Sky Towers, LLC
86 West Street
Chagrin Falls, Ohio 44022
Attn.: Jim Rech/MA-5112

If to Landlord: Rodney C. Collins, Town Manager/Chief Procurement Officer
Town Hall
16 Great Neck Road North
Mashpee, MA 02649

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

In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord.

- a. Old deed to Property
- b. New deed to Property
- c. Bill of Sale or Transfer
- d. Copy of current Tax Bill
- e. New W-9
- f. New Payment Direction Form
- g. Full contact information for new Landlord including all phone numbers

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

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

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.**

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchaser Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 22), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this Subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord

and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination or this Agreement.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business day's prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

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

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business day's prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

"LANDLORD"

TOWN OF MASHPEE

By: [Signature]
Print Name: Rodney C. Collins
Its: Town Manager/Chief Procurement Officer
Date: October 13, 2017

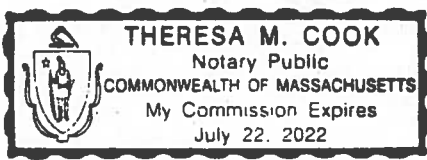
LANDLORD ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Barnstable

On the 13th day of October, 2017, before me personally appeared Rodney C. Collins, proved to me through satisfactory evidence of identification, which was: examination of personally known to me, to be the person whose name is signed on the preceding document, and acknowledged under oath that he is the Town Manager and Chief Procurement Officer of the Town of Mashpee, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

[Signature: Theresa M. Cook]
Notary Public: Theresa M. Cook
My Commission Expires: July 22, 2022



"TENANT"

Blue Sky Towers, LLC d/b/a in Massachusetts as BSTMA, LLC

By: [Signature]

Print Name: Jim Rech

Its: President

Date: October 27, 2017

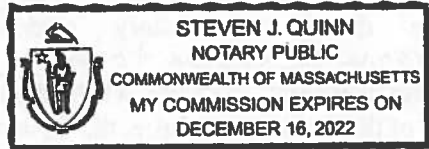
BST LEGAL APPROVED

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On the 27 day of October, 2017, before me personally appeared Jim Rech, proved to me through satisfactory evidence of identification, which was: examination of personally known to me, to be the person whose name is signed on the preceding document, and acknowledged under oath that he is the President of Blue Sky Towers, LLC d/b/a in Massachusetts as BSTMA, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



[Signature]

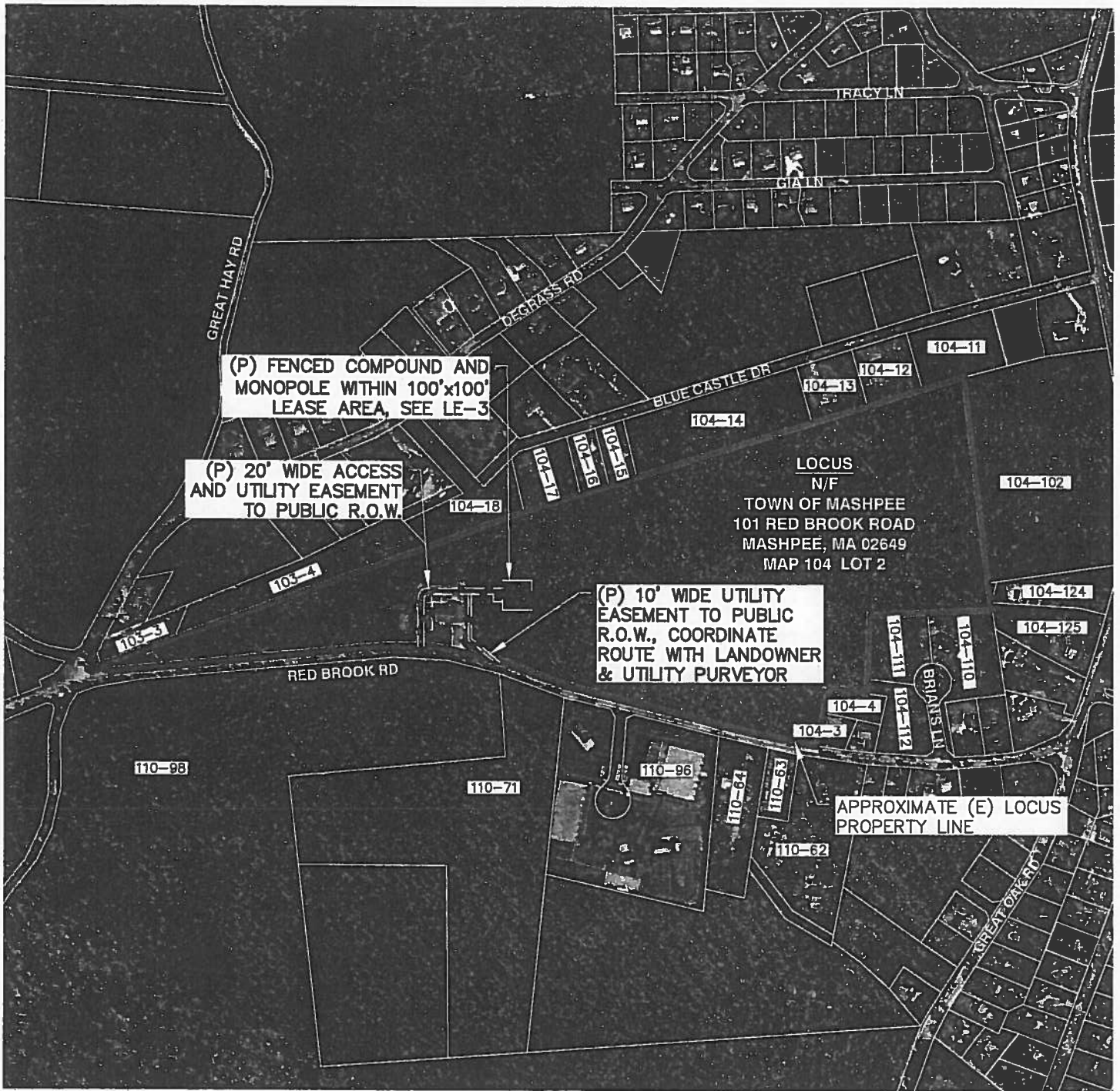
EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

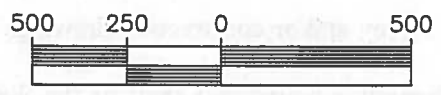
Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



PLOT PLAN

SCALE: 1"=500'



- (E) - EXISTING
- (P) - PROPOSED
- (F) - FUTURE

ProTerra
DESIGN GROUP, LLC

4 Bay Road
Building A; Suite 200
Hadley, MA 01035
(413)320-4918

LEASE EXHIBIT

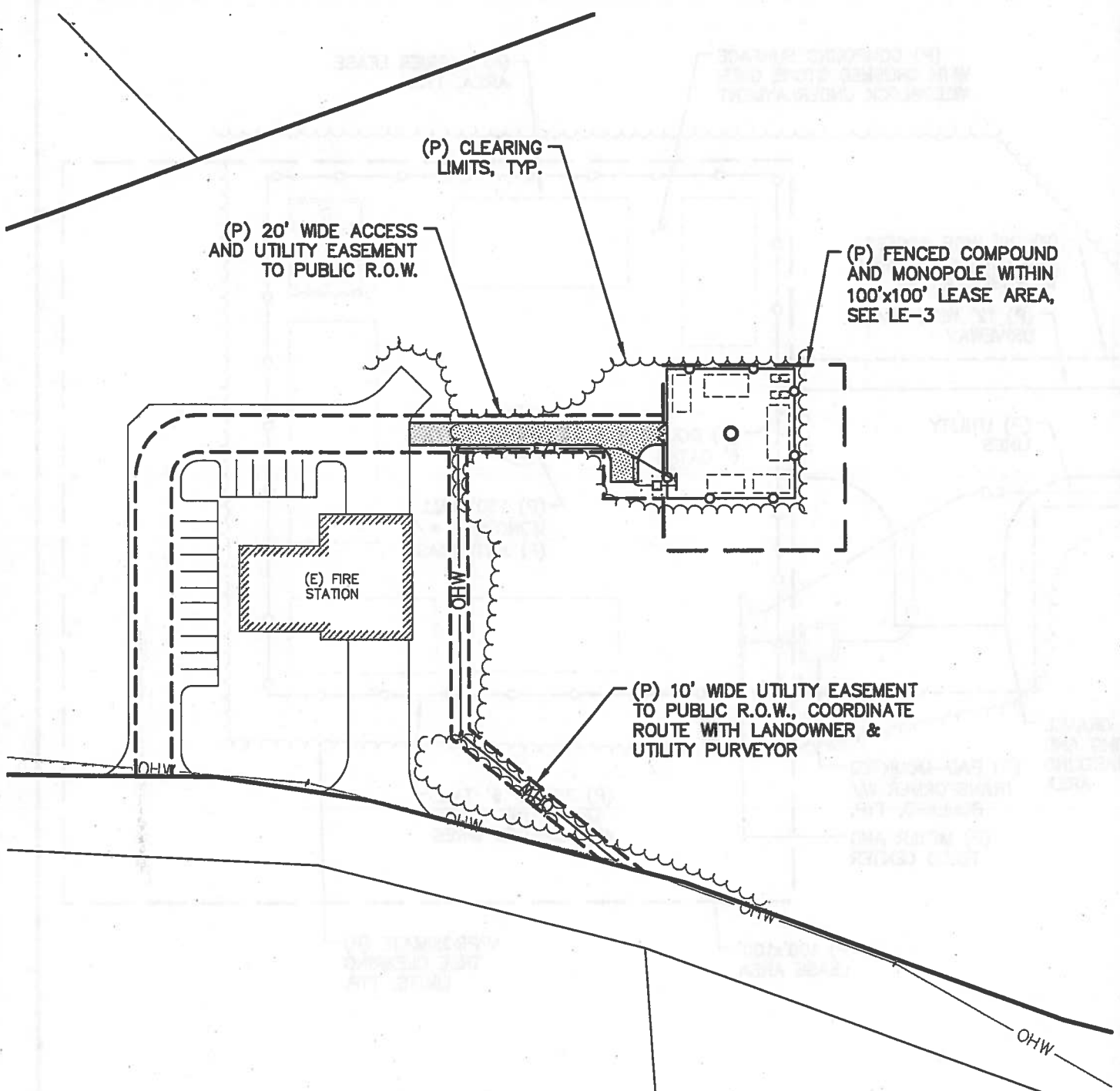
SITE NAME: MASHPEE FIRE STATION #2

ADDRESS: 101 RED BROOK ROAD
MASHPEE, MA 02649

Blue Sky Towers
LLC

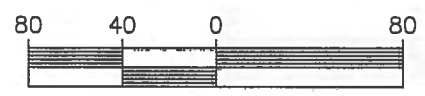
352 Park Street
Suite 106
North Reading, MA 01864

DATE:	9/27/17
REVISION:	2
JOB NO.:	17-034
SHEET:	LE-1



SITE PLAN

SCALE: 1"=80'



- (E) - EXISTING
- (P) - PROPOSED
- (F) - FUTURE

ProTerra
DESIGN GROUP, LLC

LEASE EXHIBIT

SITE NAME: MASHPEE FIRE STATION #2

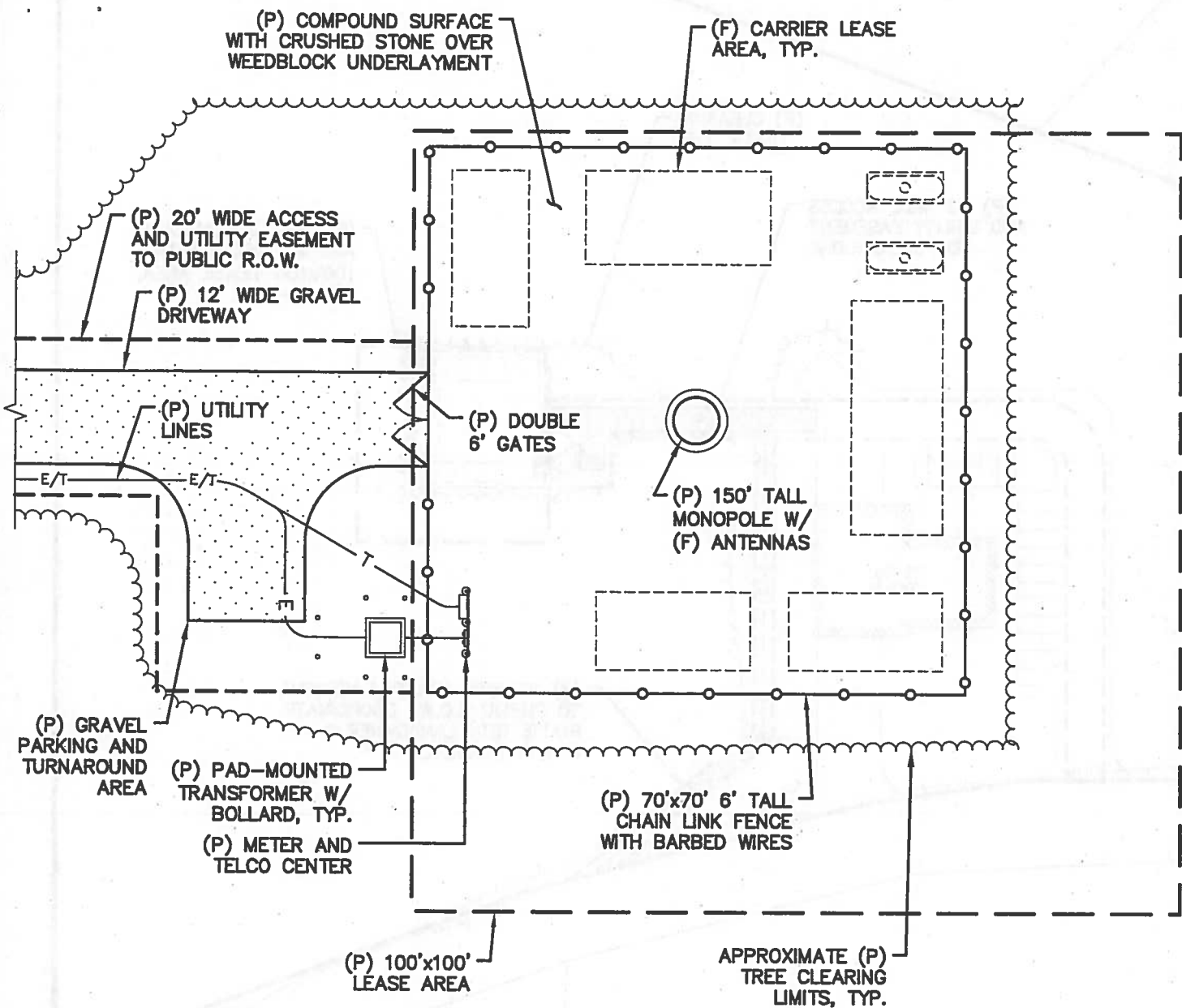
ADDRESS: 101 RED BROOK ROAD
MASHPEE, MA 02649



352 Park Street
Suite 106
North Reading, MA 01864

DATE:	9/27/17
REVISION:	2
JOB NO.:	17-034
SHEET:	LE-2

4 Boy Road
Building A, Suite 200
Hadley, MA 01035
(413)320-4918



COMPOUND PLAN

SCALE: 1"=20'



- (E) - EXISTING
- (P) - PROPOSED
- (F) - FUTURE

ProTerra
DESIGN GROUP, LLC

4 Bay Road
Building A; Suite 200
Hodley, MA 01035 (413)320-4918

LEASE EXHIBIT

SITE NAME: MASHPEE FIRE STATION #2

ADDRESS: 101 RED BROOK ROAD
MASHPEE, MA 02649



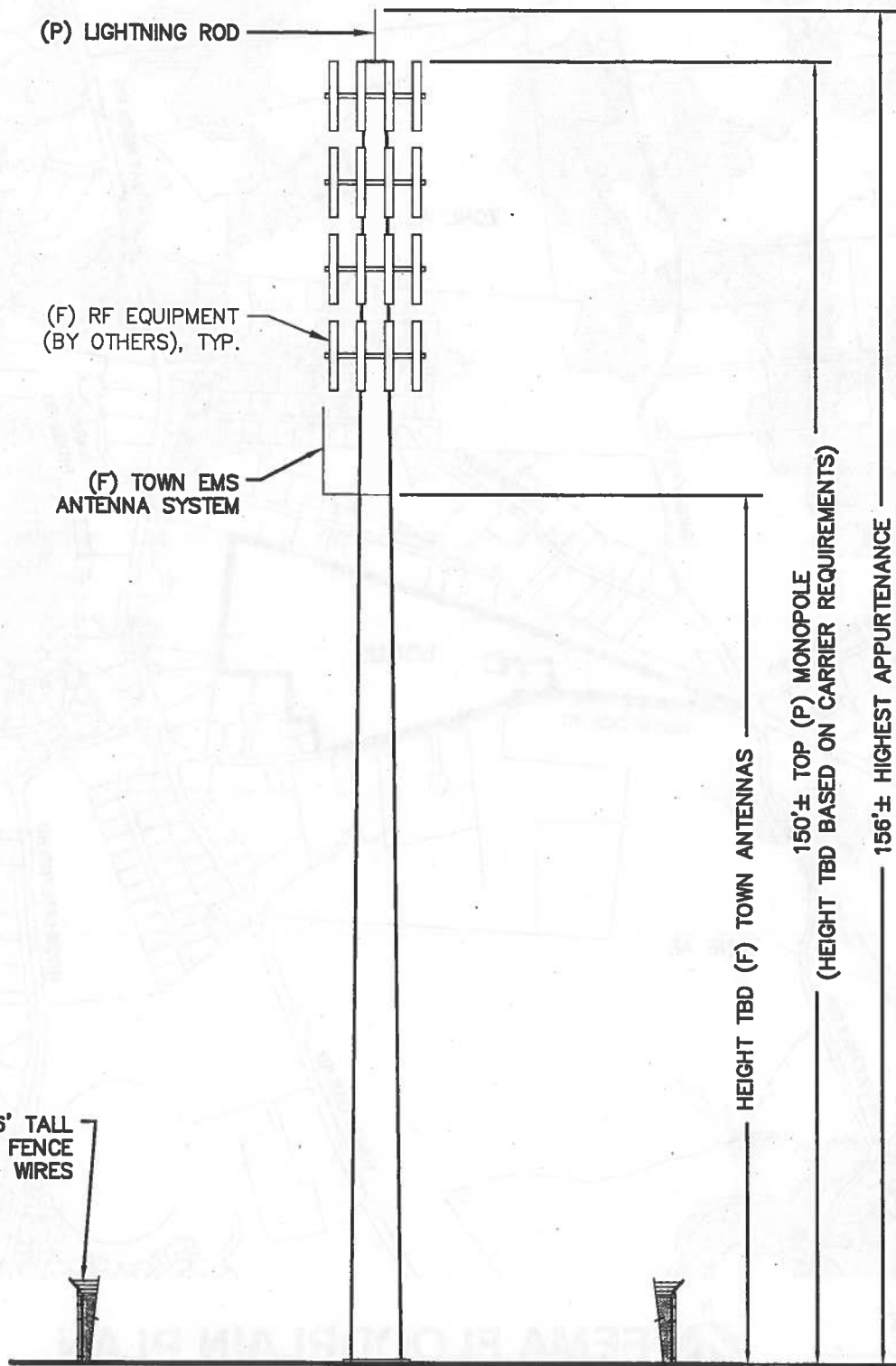
352 Park Street
Suite 106
North Reading, MA 01864

DATE: 9/27/17

REVISION: 2

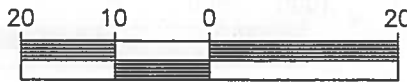
JOB NO.: 17-034

SHEET: LE-3



ELEVATION

SCALE: 1"=20'



(E) - EXISTING
 (P) - PROPOSED
 (F) - FUTURE

ProTerra
 DESIGN GROUP, LLC

4 Bay Road
 Building A, Suite 200
 Hadley, MA 01035 (413)320-4918

LEASE EXHIBIT

SITE NAME: MASHPEE FIRE STATION #2

ADDRESS: 101 RED BROOK ROAD
 MASHPEE, MA 02649



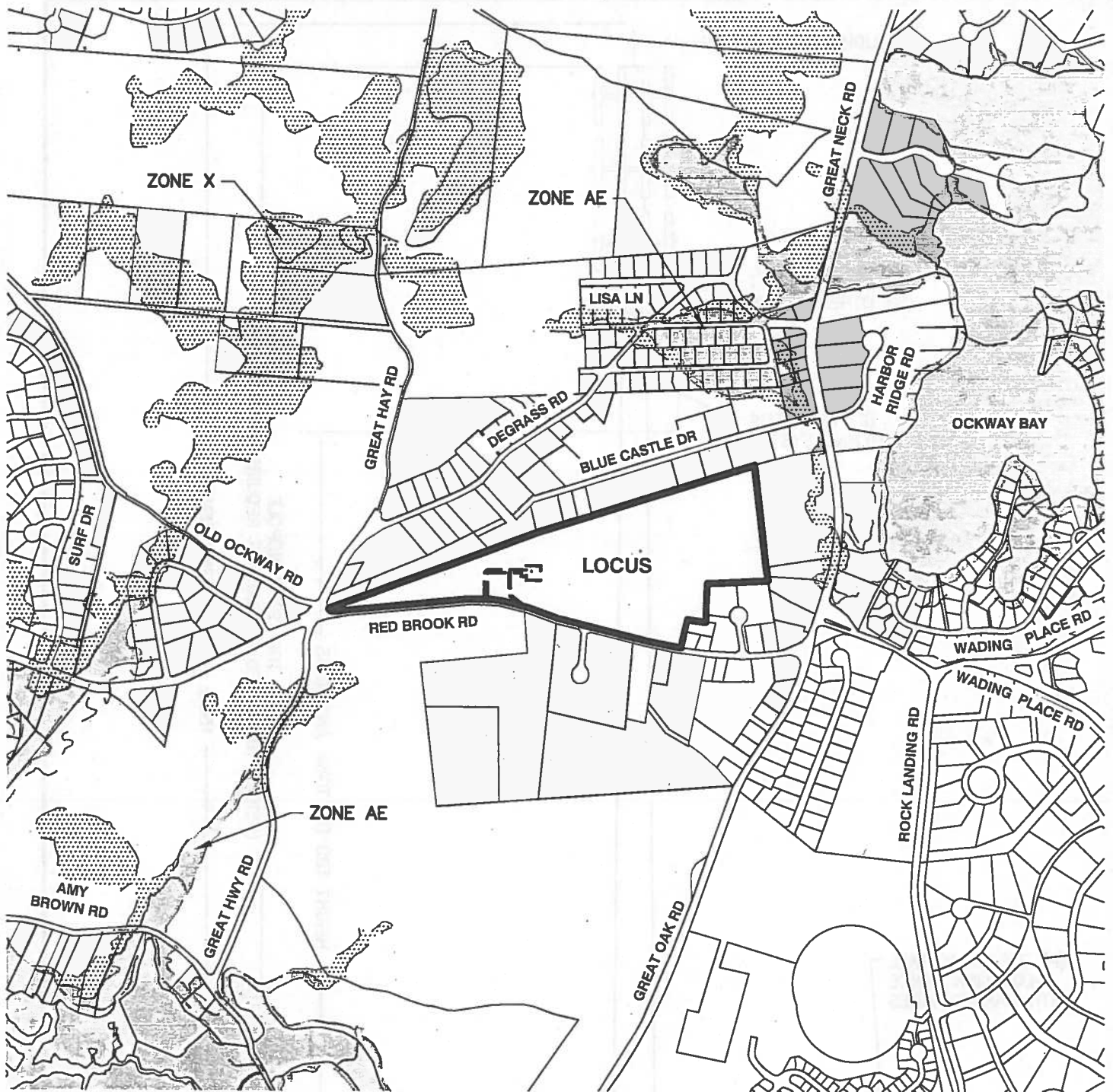
352 Park Street
 Suite 106
 North Reading, MA 01864

DATE: 9/27/17

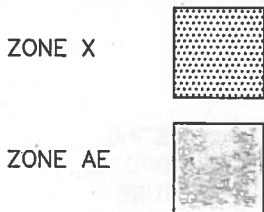
REVISION: 2

JOB NO.: 17-034

SHEET: LE-4



LEGEND



FEMA FLOODPLAIN PLAN

SCALE: 1"=1000'



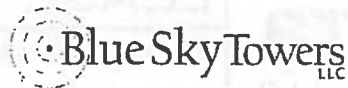
ProTerra
DESIGN GROUP, LLC

4 Bay Road
Building A; Suite 200
Hadley, MA 01035 (413)320-4918

LEASE EXHIBIT

SITE NAME: MASHPEE FIRE STATION #2

ADDRESS: 101 RED BROOK ROAD
MASHPEE, MA 02649



352 Park Street
Suite 106
North Reading, MA 01864

DATE: 9/27/17

REVISION: 2

JOB NO.: 17-034

SHEET: LE-5



LEGEND

DEP WETLANDS



WETLANDS PLAN

SCALE: 1"=1000'

1000 500 0 1000



ProTerra
DESIGN GROUP, LLC

4 Bay Road
Building A, Suite 200
Hadley, MA 01035

(413)320-4918

LEASE EXHIBIT

SITE NAME: MASHPEE FIRE STATION #2

ADDRESS: 101 RED BROOK ROAD
MASHPEE, MA 02649



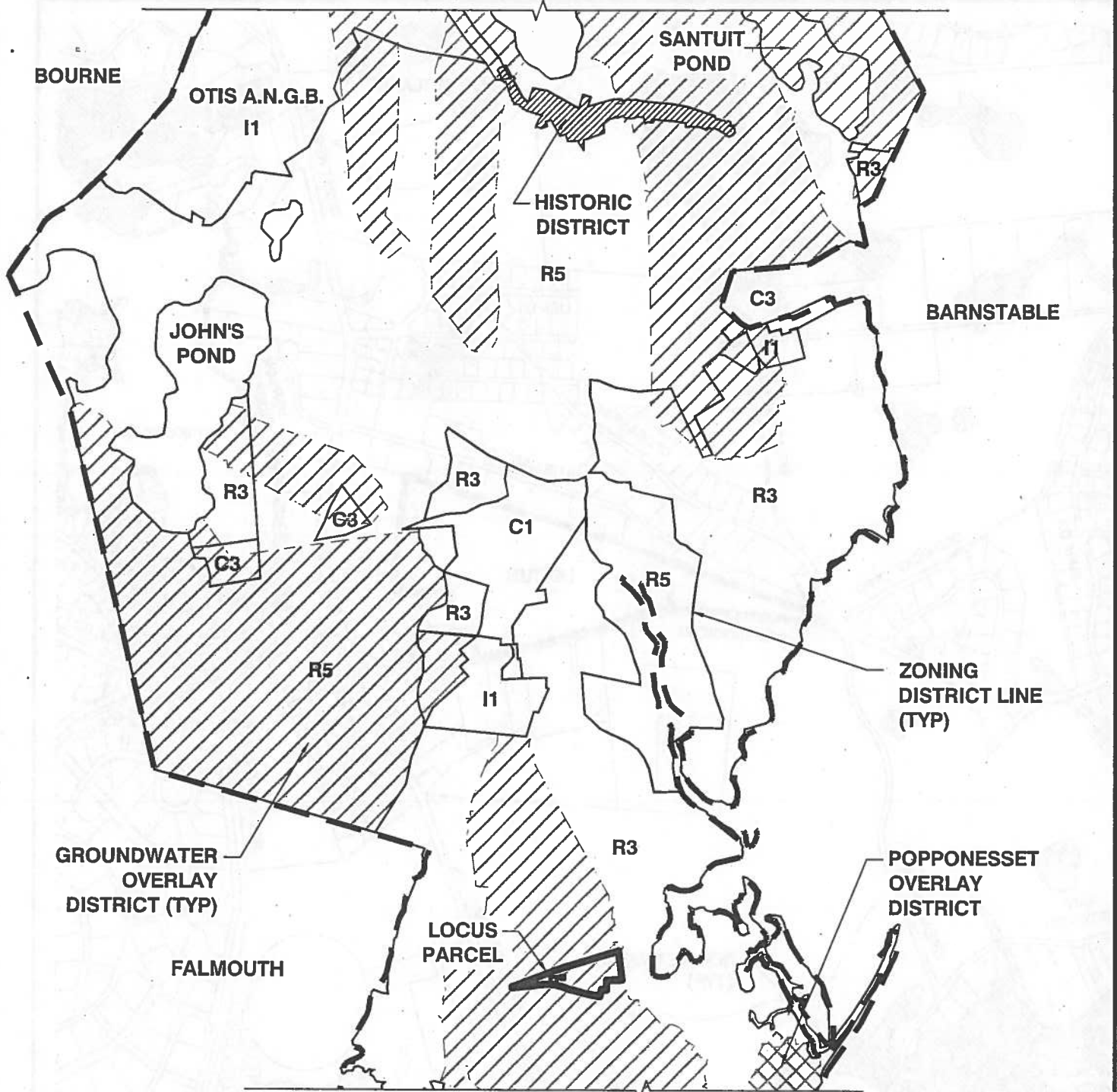
352 Park Street
Suite 106
North Reading, MA 01864

DATE: 9/27/17

REVISION: 2

JOB NO.: 17-034

SHEET: LE-6



ZONING DISTRICTS

- C1: COMMERCIAL 1
- C2: COMMERCIAL 2
- C3: COMMERCIAL 3
- I1: INDUSTRIAL 1
- R3: RESIDENTIAL 3
- R5: RESIDENTIAL 5



ZONING DISTRICT PLAN

SCALE: 1"=4000'



OVERLAY DISTRICTS

- GROUNDWATER OVERLAY DISTRICT
- POPPONESSET OVERLAY DISTRICT
- HISTORIC DISTRICT

ProTerra
DESIGN GROUP, LLC

4 Bay Road
Building A; Suite 200
Hadley, MA 01035 (413)320-4918

LEASE EXHIBIT

SITE NAME: MASHPEE FIRE STATION #2

ADDRESS: 101 RED BROOK ROAD
MASHPEE, MA 02649



352 Park Street
Suite 106
North Reading, MA 01864

DATE: 9/27/17

REVISION: 2

JOB NO.: 17-034

SHEET: LE-7

APPENDIX "A" – STANDARD FORMS

CERTIFICATE OF CORPORATION

The following information is furnished by the proposer for the information of the awarding authority.

IF A CORPORATION

State in which incorporated - Delaware

President – James Rech

Chief Executive Officer - Thomas Remillard

~~Treasurer~~

~~Secretary~~

If a foreign (of the State) corporation are you registered to do business in Massachusetts? Yes No

If you are selected for this work, you are required under M.G.L. c.38D, to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, MA, a certificate stating that your corporation is registered; and furnish said certificate to the awarding authority prior to award.

NOT A CORPORATION

If a Partnership:

Name	Address	Town	State
_____	_____	_____	_____
_____	_____	_____	_____

If an Individual:

Name	Address	Town	State
_____	_____	_____	_____
_____	_____	_____	_____

If an Individual doing business under a firm name:

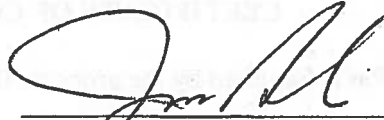
Name of individual	Address	Town	State
_____	_____	_____	_____
_____	_____	_____	_____

ATTESTATION CLAUSE

Pursuant to M.G.L. c.62, s.49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

35 - 2496566

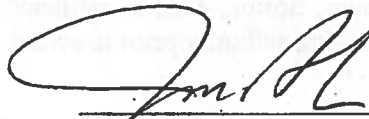
Social Security Number or
Federal Identification Number



By: ~~Corporate Officer~~
James Rech, President

CERTIFICATE OF NON-COLLUSION

The undersigned certified under penalties of perjury that this bid, or proposal, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership and corporation, union, committee, or other organization, entity or group of individuals.



By: ~~Corporate Officer~~ ~~& Title (if applicable)~~
James Rech, President

DISCLOSURE STATEMENT
ACQUISITION OR DISPOSITION OF REAL PROPERTY

For acquisition or disposition of Real Property by Blue Sky Towers, LLC the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7C, Section 38, of a transaction relating to real property as follows:

(1) **REAL PROPERTY DESCRIPTION:** A portion of LESSOR's property located at:
101 Red Blook Road, Mashpee, Massachusetts and further known as a 28 Acre Parcel on Assessor's Map 103 and 104, Tax I.D. Number: 104-0002-0000.

(2) **TYPE OF TRANSACTION:**

(3) ~~BUYER~~ **LESSOR:** TOWN OF MASHPEE

(4) ~~BUYER~~ **LESSEE:** BLUE SKY TOWERS, LLC, d/b/a in Massachusetts as BSTMA, LLC

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

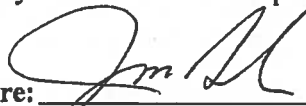
NAME: BLUE SKY TOWERS, LLC, d/b/a in Massachusetts as BSTMA, LLC

RESIDENCE: 158 Main Street, Suite 2, Norfolk, MA 02056

(6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

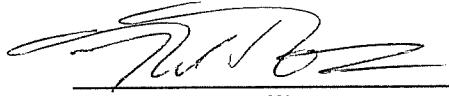
The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: 
Printed Name: James Rech
Title: President

Date: 11/7/2017

II, LLC.

Respectfully submitted,

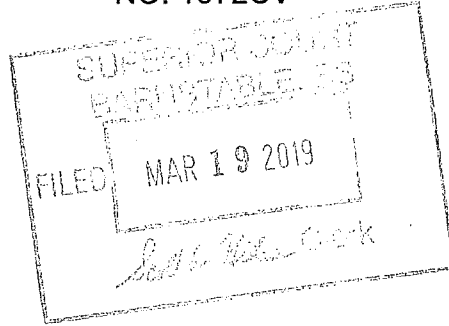


Paul Revere, III
(BBO #636200)
Trevor Tavano
(BBO #703999)
Law Offices of Paul Revere, III
226 River View Lane
Centerville, Massachusetts 02601
(508) 237-1620
revererii@aol.com

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

SUPERIOR COURT DEPT.
NO. 1972CV 130



Dennis Scannel, Diane Scannel,)
Peter Michaelson and Laraine)
Michaelson, as trustees of the)
Michaelson Trust, Michael)
Ronhock, Teresa Ronhock,)
Robert Rebello, Dawn Rebello,)
Robert Nelson, Debra Nelson,)
Margo Cutter, Dana Robert,)
Lauren Robert, Christopher)
McDonald and Jennifer McDonald)

Plaintiffs)

v.)

Jonathan Furbush, William)
Blaisdell, Ronald Bonvie)
Scott Goldstein, Sharon)
Sangeleer, Brad Pittsley)
And Norman J. Gould as They)
Are Members of And Are)
Collectively the Mashpee)
Zoning Board or Appeals,)
Blue Sky Towers, LLC, and)
the Town of Mashpee)

Defendants)

COMPLAINT

Introduction

1. This action involves an appeal by the Plaintiffs of a decision of the Town of Mashpee Zoning Board of Appeals ("ZBA") to issue a variance for a cellular tower to Blue Sky Towers, LLC, on land owned by the Town of Mashpee at 101 Red Brook Road, Mashpee.

JURISDICTION

2. This court has jurisdiction pursuant to M.G.L. ch. 40A.

PARTIES

3. Plaintiffs are individuals and own property in the immediate vicinity of and/or abutting 101 Red Brook Road, Mashpee, Massachusetts (the "Subject Property")

4. The plaintiffs' names and addresses are as follows:

- a. Dennis and Diane Scannell, 108 Degrass Road, Mashpee, MA 02649
- b. Peter and Laraine Michaelson as trustees of the Michaelson Trust, 120 Degrass Road, Mashpee, MA 02649
- c. Michael and Teresa Ronhock, 104 Degrass Road, Mashpee, MA 02649
- d. Robert and Dawn Rebello, 95 Degrass Road, Mashpee, MA 02649
- e. Robert and Debra Nelson, 113 Degrass Road, Mashpee, MA 02649
- f. Margo Cutter, 121 Degrass Road, Mashpee, MA 02649
- g. Dana and Lauren Robert, 75 Degrass Road, Mashpee, MA 02649
- h. Christopher and Jennifer McDonald, 103 Degrass Road, Mashpee, MA 02649

5. The Defendants Jonathan Furbush, William Blaisdell, Ronald Bonvie, Scott Goldstein, Sharon Sangeleer, Brad Pittsley and Norman J. Gould are individuals and are the members of the ZBA with an address of 16 Great Neck Road South, Mashpee, Massachusetts 02649 and also have the following individual addresses:

- a. Jonathan Furbush, 57 Greensward Road, Mashpee, MA 02649.
- b. William Blaisdell, 144 Greensward Road, Mashpee, MA 02649
- c. Ronald Bonvie, 82 Meadowbrook Road, Mashpee, MA 02649
- d. Scott Goldstein, 37 Amos Landing Road, Mashpee, MA 02649
- e. Sharon Sangeleer, 10 Shorewood Drive, Mashpee, MA 02649
- f. Norman Gould, 155 Leisure Green Drive, Mashpee, MA 02649
- g. Brad Pittsley, 11 Florence Avenue, Mashpee, MA 02649

6. The Defendant Blue Sky Towers II, LLC, is a Delaware corporation authorized to do business in the commonwealth of Massachusetts with an address of 352 Park Street, Suite 106, North Reading, Massachusetts 01864.

7. The Town of Mashpee ("Town") is a body politic and corporate with an address of 16 Great Neck Road South, Mashpee, Massachusetts 02649.

FACTS

8. In 2017 or 2018, the Town of Mashpee ("Mashpee") issued a request for proposals ("RFP") to locate a cellular communications tower at 101 Red Brook Road, Mashpee, Massachusetts (the "Subject Property").

9. The request for proposals was based upon Mashpee owning the Subject Property and a desire to create revenue for the Town.

10. Blue Sky obtained authorization to attempt to build a cellular tower on the Subject

Property based upon a proposal submitted in response to the RFP.

11. The location of the proposed cellular tower was based upon the RFP and not pursuant to an examination of coverage areas and coverage gaps within Mashpee.

12. A petition was filed with the ZBA on January 10, 2019, by Blue Sky Towers II, LLC ("Blue Sky") requesting a dimensional variance for the construction of a tower which is at least 116 feet higher than that which is allowed under the Mashpee Zoning bylaw.

13. On or about February 13, 2019, the ZBA held a hearing on the petition of Blue Sky.

14. At the close of the hearing, the ZBA voted unanimously to grant the variance to Blue Sky.

15. A copy of that decision is attached as Exhibit One.

16. GL ch. 40A, Sec. 10 provides that a variance may be granted when "such circumstances relating to the soil conditions, shape, or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise."

17. The evidence submitted to the ZBA and the findings do not demonstrate the

presence of circumstances relating to the soil conditions, shape or topography of the Subject Property which support the issuance of a variance by the ZBA.

18. The evidence submitted to the ZBA and the findings do not demonstrate the presence of circumstances affecting the Subject Property, but not affecting generally the zoning district.

19. The evidence submitted to the ZBA and the findings do not demonstrate the presence of hardship of any kind.

20. The Telecommunications Act of 1996 does not provide any additional authorities to the ZBA as the ZBA is created by state law and its powers are those vested in it by the commonwealth of Massachusetts.

COUNT I

21. Plaintiffs repeat the allegations in paragraphs 1 through 20 set forth above and, further, allege as follows.

22. The ZBA's decision was not supported by the facts or law.

23. The ZBA's decision was arbitrary and capricious, constituted an error of law, constituted an abuse of discretion, exceeded the authority of the ZBA, was against the weight of evidence presented at the public hearing, and was otherwise unlawful.

WHEREFORE, Plaintiffs request that this court enter judgment as follows:

- a. That the decision of the ZBA was:
 - i. in excess of the ZBA's authority or jurisdiction,
 - ii. based upon error of law,
 - iii. made upon unlawful procedure, and/or
 - iv. unsupported by factual evidence.
- b. Issue an Order:
 - i. reversing the decision,
 - ii. ordering that the variance was unlawfully issued, and
- c. Provide such other relief, as this court deems meet and just under the circumstances.

Respectfully submitted,



Paul Revere, III
(BBO #636200)
Trevor Tavano
(BBO #703999)
Law Offices of Paul Revere, III
226 River View Lane
Centerville, Massachusetts 02601
(508) 237-1620
revererii@aol.com

EXHIBIT ONE



Town of Mashpee

16 Great Neck Road North
Mashpee, Massachusetts 02649

MASHPEE ZONING BOARD OF APPEALS DECISION FOR A VARIANCE V-2019-10

Blue Sky Towers II, LLC
101 Red Brook Road
(Map 104 Parcel 2)
Mashpee, MA 02649

Bk.: #1467
Page: 760

A Petition was filed on January 10, 2019 by Blue Sky Towers II, LLC requesting a Variance under all provisions of §174-45.3 (E) (1) and §174-45.3 (E) (2), of the Zoning Bylaws, and M.G.L. 40A §10 to allow for a Personal Wireless Service Facility on property located in an R-3 Zoning District, Map 104 Parcel 2, Mashpee, MA.

Notice was duly given to abutters in accordance with Massachusetts General Laws Chapter 40A. Notice was given by publication in The Mashpee Enterprise, a newspaper of general circulation in the Town of Mashpee, on January 18, 2019 and January 25, 2019 a copy of which is attached hereto and made a part hereof.

The Mashpee Zoning Board of Appeals issues this Decision pursuant to the provisions of Massachusetts General Laws Chapter 40A §10 and the Town of Mashpee Zoning By-laws.

Public Hearings were held on the Petition at the Mashpee Town Hall on Wednesday, February 13, 2019 at which time the following members of the Board of Appeals were present; Chairman, Jonathan Furbush, Vice Chairman, William Blaisdell, Board Members, Scott Goldstein, Norman J. Gould, and Associate Members, Brad Pittsley and Sharon Sangeleer. Also present was Building Commissioner, Michael Mendoza.

Attorney, Elizabeth Thompson represented the applicant for the proposed cell tower. The application is for a 150 ft. Variance for a monopole type wireless tower at 101 Red Brook Road, which is located at the Mashpee Fire Station #2. Also present was Jesse Moreno, Project Engineer with ProTerra Design Group, Dan Brown, the Radio Frequency Engineer for Verizon Wireless, and Rick Karinki, the Radio Frequency Engineer for T-Mobile. The Team present was a result of the past four proposals that were issued in May 2017 by the Town of Mashpee for a personal wireless service at this location. Blue Sky Towers was the successful bidder of the "Request for Proposal" (RFP). The reason she pointed out the RFP is because it's indicative that the Town presumably recognizes that there was a significant gap in wireless coverage in south Mashpee that necessitated a new tower to remedy that gap. Blue Sky Towers has a letter of intent by two wireless service providers, Verizon Wireless and T-Mobile who both have evidence of this significant gap, and needs this height to remedy the gap. In addition to the gap, there is significant capacity problems of both which radio frequency engineers discussed.

MASHPEE ZONING BOARD OF APPEALS
DECISION FOR A VARIANCE
Blue Sky Towers II, LLC
101 Red Brook Road (Map 104 Parcel 2)
Mashpee, MA 02649
V-2019-10

Ms. Thompson said the process began with the Planning Board when the applicant filed for a Special Permit, and immediately the proceedings were suspended because this is a development of regional impact referred by the Cape Cod Commission. Those proceedings began in September of 2018. On October 18, 2018. After four hearings of the sub-committee, and the Cape Cod Commission, the facility was approved at this location at 150 ft. above ground level. In that decision, which is in the application packages, the Commission retained a wireless expert David Maxson, principal with Isotrope, LLC who for over 20 years has been advising municipalities and regional authorities on wireless facilities. He reviewed all of the radio frequency data that was presented in the package, and made additional requests which were met. He reviewed this with the professional staff of the Commission, and presented this to the sub-committee and full Commission, and based upon that data this height was approved at the minimal height necessary to close the gaps and coverage.

Mr. Jesse Moreno, with ProTerra Design Group was retained by Blue Sky Towers to help design the site plans for the 150 ft. monopole tower. He presented the site plans as given to the Board depicting the location of the tower and how it will be accessed. The parcel is triangular shaped and is located on the right hand side of Great Neck Road South, Red Brook Road, and along the north of Blue Castle Drive. The tower will be placed in the center of the lot 175 ft. away from the Mashpee Fire Station building. The existing paved driveway will be utilized and will extend 150 ft. to the corner of the parking lot with a gravel driveway toward the woods. There will be a 70' x 70' compound with a six foot chain link fenced within the 100' x 100' leased area with 3/4" stone at the base. There are no buildings within 300 ft. of the site except for the fire station itself. Inside the compound will be 150 ft. tower inside the leased space.

There are two carriers, Verizon Wireless and T-Mobile. Mr. Moreno pointed out the compound plan and elevation of what the tower will look like. It's a tapered steel structure, 150 ft. in height with a lightning rod on the top. Approximately every 10 ft. down the tower has a potential location for a wireless carrier. In this case, it's Verizon and T-Mobile at the top. The surrounding trees are approximately 50 to 60 ft. tall, as measured on site, and is necessary for the tower to be above the tree line for Radio Frequency (RF) propagation. Inside the compound area is about 200 sq. ft. where each individual carrier will have their equipment. A typical wireless site consists of antennas and radio equipment with a series of cables that go down through the structure to the bottom. There is refrigerator sized equipment that house some of the power and communication equipment.

MASHPEE ZONING BOARD OF APPEALS
DECISION FOR A VARIANCE
Blue Sky Towers II, LLC
101 Red Brook Road (Map 104 Parcel 2)
Mashpee, MA 02649
V-2019-10

These particular carriers are proposing backup powered by generators that run on propane. As Mr. Moreno stated earlier, the site location was identified in the RFP by using the existing infrastructure of the fire station, and will reduce the amount of clearing, and the effort to reduce impact to the area expressed by the Cape Cod Commission. The total disturbance area is a little over 18,000 sq. ft. There were no wetlands identified for the project within 200 ft. of the site. The site is not located in a habitat, it is not in any type of flood plain and does not require additional landscaping. It is an unmanned facility, and will not generate any trash, and there are no water or sewer requirements. There is a proposal for utilities that will be from the street pole, and will run along the fire station to the facility, for both telecommunication, and power. At the Plan Review hearing on February 5, 2019, it was suggested to have underground power lines. The applicant has agreed to place the utilities underground rather than using the utility poles.

Attorney Thompson said that a study was performed on April 14, 2018, that consisted of a balloon test at the site, and was publicly noticed. Both the Cape Cod Commission and the Town of Mashpee gave the applicant a number of locations that were photographed of specific addresses and historical features around the site where the pole was either visible or not visible. Every photograph taken was provided to the Attorney and a photo simulation was rendered. During the Cape Cod Commission process, certain requests were made on the design. One request was that a rendering of a mono pine or big tree be seen esthetically at the location. A second request depicted a rendering of the pole as light blue or as light grey. The applicant would accept the preference made by the Town of Mashpee. The Cape Cod Commission wanted tests taken at 150 ft. and 125 ft. to see if this had any impact on the visibility of the tower. They concluded there was no impact on the visibility of the tower.

Mr. Dan Brown, the RF Engineer on behalf of Verizon Wireless, and Rick Karinki, the RF Engineer on behalf of T-Mobile both presented site plots depicting the current situation of the gap areas in south Mashpee without the cell tower, and the significant improvement in the coverage areas when the cell tower is up and running. The Verizon plots depicted the installed equipment at 146 ft., and showed what the coverage would look like at 121 ft. which represents a 25 ft. reduction in coverage. T-Mobile provided plots depicting increased coverage of the equipment on the tower at 135 ft.

Chairman Furbush commented that one or two plots had a significant coverage gap close to the area along the water in Popponesset. The engineers said that these gap areas have hills specifically located along Rock Landing Road. There were other road tests performed in the south Mashpee area depicting issues with the topography.

MASHPEE ZONING BOARD OF APPEALS
DECISION FOR A VARIANCE
Blue Sky Towers II, LLC
101 Red Brook Road (Map 104 Parcel 2)
Mashpee, MA 02649
V-2019-10

Mr. Furbush recited the M.G.L. 40A Sec. 10. "applicable zoning ordinance or by-law where such permit granting authority specifically finds that owing to circumstances relating to the soil conditions, shape, or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located, 1) a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant." Mr. Furbush believes that it's important to determine which Variance is required, and he believes it is topography. He said there's hills in the way, there's a lower area. He thinks this is the basis of the topography issue.

Mr. Furbush asked the Board to read in the resident letters, and Town Department comments into the record.

Sharon read the Conservation Department comment dated February 8, 2019 into the record.

Sharon read the Board of Health comments dated February 12, 2019 into the record.

Sharon read a resident at (2 Bowsprit Point) letter dated February 7, 2019 into the record who is in favor of the proposed tower.

Mr. Furbush read the Inspection Department comments dated February 4, 2019, and February 6, 2019 into the record.

Sharon read a memorandum dated February 5, 2019 from Scott Carline, Chief of Police into the record.

Mr. Furbush read a memorandum dated February 11, 2019 from Evan Lehrer, Town Planner into the record.

Scott Goldstein read a memorandum dated January 30, 2019 from Thomas C. Rullo, Fire Chief into the record.

Sharon read a resident at (41 Triton Way) letter dated January 18 2019 into the record who is in favor of the proposed tower.

Mr. Furbush opened the meeting to the audience.

MASHPEE ZONING BOARD OF APPEALS
DECISION FOR A VARIANCE
Blue Sky Towers II, LLC
101 Red Brook Road (Map 104 Parcel 2)
Mashpee, MA 02649
V-2019-10

Attorney Paul Revere, from Centerville, MA represented two residents who oppose the cell tower. He handed the Board his written comments, and recited the M.G.L. Ch. 40A Sec. 10 bylaw stating that there was no evidence of a hardship for this proposal. He said that he never heard a word from the applicants regarding the hardship relating to soil, shape or topography or anything of the site that says it's different than the rest of the zoning district. The impact is on the people of New Seabury's homes, they're the ones getting this service, and they ought to have the impact, not his clients. This is about coverage, not about the property.

There were several abutters that spoke in opposition of the cell tower;

- Michael Ronhock
- Teresa Ronhock
- Brian Hyde
- Sharon, on Scituate Road
- Carl Lubekzyk
- Linda Lubekzyk
- Dan Kupperman
- Sharon Muller

Attorney Thompson concluded under the Massachusetts Zoning Act, G.L. c. 40A §10 certainly would submit that topography makes it challenging to necessitate the height as one of the many reasons. In addition with the configuration of a cell site, it has to be particularly located at a height in a particular area, and based upon the topography in this area it necessitates 150 ft. in order to accomplish the goal of filling that coverage gap. Therefore, the unusual topography at this site is a hardship and meets the burden of proof for a variance from the Bylaw requirements with respect to height.

The issue here is a topographical hardship due to the valleys and hills which require the necessary height in order that the tower can be usable, thus effective. The Board reviewed the detailed presentations from both the Verizon Wireless and T-Mobile Representatives, and determined that due to the shape and topography of the south Mashpee area, the height of a 150 ft. cell tower would provide the coverage necessary to fulfill the service gap. The Board also based their determination from the Board of Health comments that were read into the record as stated; "The plans have been reviewed along with Dr. Haes report on the RF signal strength and exposure probabilities. The FCC, CDC and American Cancer Society website reports on cell towers have been reviewed. The above information indicates that the cell towers offer very little chance of exposure to ground level occupants.

MASHPEE ZONING BOARD OF APPEALS
DECISION FOR A VARIANCE
Blue Sky Towers II, LLC
101 Red Brook Road (Map 104 Parcel 2)
Mashpee, MA 02649
V-2019-10

The ZBA is reviewing the height variance for the tower. The higher the tower, the less chance of exposure. BOH recommends approval as presented.”

In view of the foregoing, the Board determined the Petitioner met the criteria for a Variance. Upon motion duly made and seconded at the Public Hearings on Wednesday, February 13, 2019, the Zoning Board of Appeals voted unanimously to issue a Variance for 101 Red Brook Road, Petitioners, Blue Sky Towers II, LLC request for a Variance under all provisions of §174-45.3 (E) (1) and §174-45.3 (E) (2), of the Zoning Bylaws, and M.G.L. 40A §10 to allow for a Personal Wireless Service Facility on property located in an R-3 Zoning District, Map 104 Parcel 2, Mashpee, MA based on the following conditions:

The Board has determined that the applicant meets all the conditions of a Variance for the height of 150 feet under Mass General Law 40A Section 10 based on the following:

Hardship:

- The issue here is a topographical hardship due to the valleys and hills which require the necessary height in order that the tower can be usable, thus effective.
- The reason for the height requested is that the tower has to be usable. It has to be taller than the surrounding tree line canopy which is part of the topography issue, therefore the request of 150 feet.
- The literal enforcement of the bylaw would prevent addressing a known condition of a gap in cellphone coverage in the southern part of the Town of Mashpee. There are court decisions which state that preventing the closing of significant gaps in the availability of wireless service violates the Federal Telecommunications Act regarding the construction and placement of wireless towers.
- The applicant has demonstrated that the proposed height of the cell tower will significantly close this gap.
- The question to be asked and has been asked and answered is “Will the proposed variance be a substantial deterrent to the public good?” Letters from our first responders (the police and fire departments) have clearly demonstrated a need for this coverage. This is not a deterrent but, in fact, a positive effect on the public because of its ability to assist the first responder’s ability to serve and protect our public in a time of need.

MASHPEE ZONING BOARD OF APPEALS
DECISION FOR A VARIANCE
Blue Sky Towers II, LLC
101 Red Brook Road (Map 104 Parcel 2)
Mashpee, MA 02649
V-2019-10

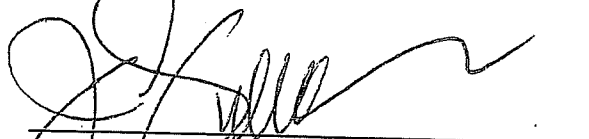
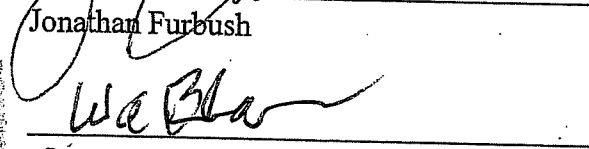
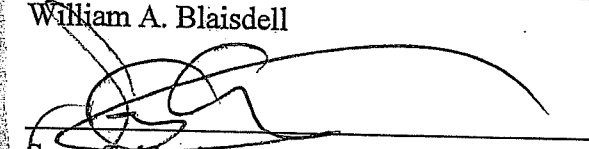
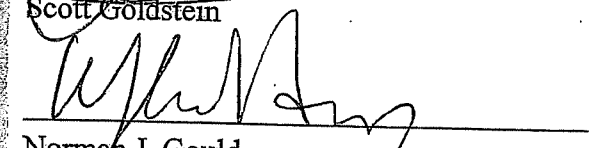
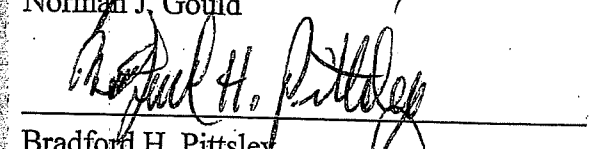
- We also have letters from our local residents which show the medical need for this tower and, therefore, it has been clearly demonstrated that advancements in medical technology need a cell tower to deliver an internet connection, in which it provides the lifesaving monitoring that only a cell tower can provide. It should also be noted that radio waves cannot be the basis for a denial for a variance.
- It has been established that there is a substantial gap in the coverage in the southern part of the Town of Mashpee.
- That the location of the proposed tower will significantly close this gap.
- That the proposed height is not excessive but is high enough to address the topographical impediments to provide the necessary coverage.
- That the letters from our first responders and local residents have demonstrated that there is a need for this tower to provide for the safety for our citizens.
- It has been stated that medical technology has evolved to use the internet to monitor their patients and this cannot happen without a cell tower.

The ruling is also based on the following conditions:

1. **Plans:** Blue Sky Towers II, LLC, Site Name: Mashpee Fire Station #2, Site Number: MA-5112, Address: 101 Red Brook Road, Mashpee, MA 02649. Prepared by: ProTerra Design Group, LLC, 4 Bay Road, Building A: Suite 200, Hadley, MA 01035. Title Sheet: T-1, Date: 09/27/17, Drawn: BLM/STZ, Check: JMM/TEJ, Scale: See Plan, Job No.: 17-063, Abutters Plan: C-1, Existing Conditions: C-2, Aerial & USGS Maps, A-1, Compiled Plot Plan: A-2, Overall Site Plan: A-3, Compound Plan & Elevation: A-4, Siting Elevations: SE-1, Siting Elevation: SE-2, Details: D-1, Tenant Details: CA-1, Tenant Details: CA-2, Tenant Details: CA-3, Tenant Details: CA-4, Erosion Control Plan & Details: EC-1.
2. The electrical power from the street is to be underground.
3. All Town Department comments previously read into the record.
4. The Variance relief required is 116 ft. to build a 150 ft. cell tower.

MASHPEE ZONING BOARD OF APPEALS
DECISION FOR A VARIANCE

Name: Blue Sky Towers II, LLC
Address: 101 Red Brook Road, Map 104 Parcel 2, Mashpee, MA 02649
Case: V-2019-10

	IN FAVOR	TO DENY
 Jonathan Furbush	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 William A. Blaisdell	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Scott Goldstein	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Norman J. Gould	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Bradford H. Pittsley	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sharon Sangeleer	<input type="checkbox"/>	<input type="checkbox"/>

Legal Notices



MASHPEE ZONING BOARD OF APPEALS
PUBLIC HEARINGS NOTICE
FEBRUARY 13, 2019

The Mashpee Zoning Board of Appeals will hold Public Hearings on Wednesday, February 13, 2019 at 6:00 p.m. in the Waquoit Meeting Room at the Mashpee Town Hall, 16 Great Neck Road North, on the following:

NEW HEARINGS

101 Red Brook Road: Petitioners, Blue Sky Towers II, LLC request a Variance under all provisions of §17A-45:3 (E)(1) and §17A-45:3 (E)(2), of the Zoning Bylaws, and M.G.L. 40A §10 to allow for a Personal Wireless Service Facility on property located in an R-3 Zoning District, Map 104 Parcel 2, Mashpee, MA.

Plans may be viewed prior to the hearings in the ZBA office and the Town Clerk's office.

Per Order of:
Jonathan D. Furbush, Chairman
Mashpee Zoning Board of Appeals
January 18, 25, 2019

This Decision has been duly filed on February 27, 2019 with the Town Clerk of Mashpee. Any Appeals shall be made pursuant to Section 17 of the Massachusetts General Laws Chapter 40A within Twenty days after the date of said filing.

This Decision is effective when a Certified Copy is filed at the Barnstable County Registry of Deeds. A Certified Copy may be obtained from the Town Clerk the next business day after the expiration of the 20-day Appeal phase, which lasts through March 19, 2019. Special Permits shall lapse three years after date of grant. Written Findings shall lapse two years after date of grant. Appeals shall lapse one year after date of grant. If the rights authorized by a Variance are not exercised within one year of date of grant of such Variance, such rights shall lapse unless: (1) substantial use or construction has commenced, or (2) a Petition for a six-month extension has been filed prior to the expiration date, or (3) the property that is the subject of the Variance has been conveyed in reliance on said Variance prior to the expiration date of such one year period.

8

MASHPEE TOWN CLERK
FEB 27 2019
RECEIVED BY df



Town of Mashpee

16 Great Neck Road North
Mashpee, Massachusetts 02649

February 26, 2019

Dear Mashpee Property Owner,

I am writing to notify you that the Mashpee Planning Board voted to continue the public hearing regarding an application made by Blue Sky Towers II LLC to erect a 150' monopole personal wireless service facility at 101 Red Brook Road, Mashpee, MA 02649 to **April 3, 2019 at 7:10 PM.**

On December 19, 2018, the Planning Board opened the public hearing and accepted a request to continue the matter until such time as the Zoning Board of Appeals could rule on an application for a dimensional variance. The Board, in error, voted to reopen the public hearing on April 1, 2019. As there is no scheduled Planning Board meeting on that date, the Board voted again to reopen the public hearing on the date indicated above.

Correspondence related to this application can be made to the Planning Board through the contact information provided below and by email to PlanningBoard@mashpeema.gov.

Thank you,

A handwritten signature in black ink, appearing to read "Evan R. Lehrer".

Evan R. Lehrer, Town Planner
elehrer@mashpeema.gov
(508) 539-1400 x. 8521



Review of Blue Sky Towers DRI Application for Cell Tower at Mashpee Fire Station 2

The Cape Cod Commission engaged Isotrope to review the DRI application by Blue Sky Towers II, LLC to build a wireless facility and 150-foot monopole cell tower at the Mashpee Fire Station site at 101 Red Brook Road. Personal Wireless Service providers T-Mobile and Verizon participate in support of the application by providing the required information about wireless coverage needs.

Isotrope focused on the site plans, visual impact analysis, wireless coverage analysis, radio frequency energy safety analysis and noise analysis. The wireless coverage analysis is addressed under the aegis of the Wireless Technical Bulletin 97-001, as revised.

Recommendations

Several suggestions are made in this report:

- Verizon could provide proof of need for the height by providing coverage analysis 25 feet lower and 50 feet lower. (It is explained that height also benefits co-location, so the requested information informs the findings, it does not dictate a lower height.)
- T-Mobile could refocus its coverage analysis on in-building only and overlay coverage from both 700 MHz and 2100 MHz licenses. (caveats to this format are discussed in the narrative)
- T-Mobile could provide proof of need for the height by providing coverage analysis 25 and 50 feet lower.
- It is not clear why the applicant asserts the facility is in the Mashpee Wireless facilities Overlay District. Additional evidence is recommended, as this affects the required findings of the Commission.
- The visual impact analysis contains some discrepancies that could be corrected. (see discussion for details)

Technical Bulletin

The Wireless Technical Bulletin has performance criteria for a proposed wireless communications facility. It also contains submission guidelines for applications. To the extent we identify additional material would be helpful, it is recommended herein. This report does not endeavor to perform a checklist review of the materials submitted.



Location

The applicant was unable to identify existing structures within the general service area of the proposed tower that could be used in lieu of a new tower. If the Commission or the public have any suggestions, we and the applicant can review them.

Dimensional Requirements

General Height

The Technical Bulletin imposes an average-height-of-buildings-within-300-feet criterion for establishing the permissible tower height. For wireless communication facilities, this criterion is generally not viable. Also, because there are so few buildings near the proposed facility, the average height criterion is not relevant to the conditions. An average building height criterion can be helpful in densely developed areas, such as downtowns.

The Technical Bulletin says the tower design must be camouflaged if it exceeds the height limits of the zoning district. The proposed tower arguably does not exceed the zoning height limit in Mashpee. This is because the customary district height limit is preempted in the Mashpee zoning bylaw for wireless towers. The Mashpee zoning district height limit is preempted by footnote 4 of the Mashpee Zoning Bylaw Land Space Requirements Table (§174-31). The Mashpee zoning bylaw has tower height regulations that are like the requirements in the Technical Bulletin. (General height, Ground-mounted Height, etc.) Within the Mashpee Wireless Facility Overlay District, tower heights may be to 100 feet with a waiver to up to 200 feet allowed under appropriate circumstances.

Camouflage under the Technical Bulletin relates to the materials and design of the antenna structure, not to the screening by vegetation. If the camouflage requirement applies, additional discussion is necessary to address the camouflage requirement. However, because the Mashpee height limit is not exceeded, perhaps the Technical Bulletin camouflage requirement does not apply, or is eligible for waiver because of the wooded location and visual impact analysis. It is left to the Commission to make an interpretation.

Ground-Mounted Tower Height

The Technical Bulletin applies a combination height limit for Ground-Mounted Facilities. It invokes the average-building-height criterion and allows a tree-height criterion if there are no buildings within 300 feet. No 300-foot radius was seen on the submitted plans, however it is safe to observe that within 300 feet there is only the fire station building, which is on the same parcel. The tree-height criterion has the same conflict with good engineering practice, in typical cases, as the average-building-height criterion; both are in opposition to the needs of wireless facilities in most cases to be near or above the peak building or tree height in a given location.



Ground-mounted facilities with no buildings within 300 feet must be surrounded by dense tree growth. Regardless of whether this criterion strictly applies in this case, the facility is surrounded by dense tree growth to the nearest property lines more than 200 feet away.

Overlay District Height

The tower can exceed the foregoing height criteria if it is within a Wireless Facility Overlay District. The applicant says the facility is in an overlay district. The 2016 zoning bylaw does not explicitly list the map/parcel as being within the overlay district.

The general clause allows parcels that are not subject to certain limitations. The applicant has not substantiated whether the proposed site is free of those limitations.

§174-5 C.(2) [The Wireless Facility Overlay District shall include]...

lands in the Town which are not located within the boundaries of the Mashpee National Wildlife Refuge, within one thousand (1,000') of a Historic District or of structures or places listed in the Massachusetts State Register of Historic Places, within the Otis A.N.G.B. Accident Prevention Zone within the R-3 or R-5 zoning districts or within three hundred (300') feet of the right of way of any designated scenic roadway.¹

The parcel is within the R3 District (see footnote). Moreover, there is no evidence of a 1000' radius being studied for historic properties. Specific proof that the relevant roads are not designated scenic might be requested, as well.

If the facility is not within the overlay district, it appears a variance will be required to satisfy the Mashpee zoning bylaw. If so, there might be locations within the overlay district that would not require a variance.

Visual Impact Analysis

The application includes a visual impact analysis (Exhibit 6) prepared by Virtual Site Simulations, LLC ("VSS") based on a balloon test it conducted from the site. While the general structure of the

¹ Note that the reference to zoning districts R3 and R5 is not preceded by a comma. Literally, this phrase lacking the comma might be intended to mean "within the Otis A.N.G.B. Accident Prevention Zone within the R3 or R5 zoning district." The accident prevention district is in another part of town and overlaps only some R3 and R5 territory. It seems unnecessary to invoke R3 and R5 if the accident prevention district is the objective (assumes no comma); it also seems unnecessary to invoke the accident prevention district separately from the R3 and R5 if all R3 and R5 areas are the objective (missing comma). The latter interpretation (missing comma, making the overlay exclusion apply to all R3 and R5) would exclude substantial areas in Mashpee, making it very difficult to site a tower without a use variance.



photosimulation and visual impact report is consistent with current practice, we note what appear to be some discrepancies in scale.

The simulation of location #3 and the simulation of location #4 are markedly different in apparent size, despite the fact they are comparable distances from the proposed tower site (0.14 versus 0.17 miles – a 21% increase in distance). One would expect a proportional decrease in apparent size from photo #3 to photo #4. However, the photo #4 tower and antennas seem to be less than half of the size of those in photo #3.

The balloons in the original photos for #3 and #4 are also mismatched. This suggests the original photos are taken with different degrees of lens zoom. Best practice favors using 50 to 85 mm equivalent focal lengths.²

It appears photo #4 was taken with a wider field of view, suggesting a wide-angle lens. This creates an unrealistically distant impression of the tower. The equivalent focal lengths of all images should be reported on each photo's legend. Images should be about 50 mm equivalent focal length, except for vista shots, where the viewer might visually attend to the tower, when up to 85 mm focal lengths would be appropriate.

The method of inserting the tower image is not disclosed. Best practice is based on a 3D CAD model of a tower, in which the image of the tower is corrected for perspective and distance. The closer the photo is to the tower, the more perspective (viewing up underneath the antenna platforms) the tower image should have. Both the focal length (and corresponding field of view) and the 3D model of the tower can be employed in a mathematically rigorous way to produce an accurate photosimulation.

The photosimulation service should provide a description of methodology that explains how the photos were taken, how the relative size of the tower was established, and how the perspective of the tower based on observer distance was established.

² It is customary to refer to focal lengths with respect to traditional 35 mm film formats. Digital cameras have different sensor sizes and correspondingly different focal-length-to-field-of-view ratios. This report uses 35 mm format *equivalent focal lengths* to normalize discussion of the images.



Photosimulation #3 at 0.14 mi.

Photosimulation #4 at 0.17 mi.

Same scale from both images.

Note how the #4 tower seems much more distant despite the minor change in camera distance.

Noise Analysis

A professional noise analysis was performed and documented (Exhibit 18) by Modeling Specialties. The noise analysis employed best practices to arrive at its conclusions.

Radio Frequency Energy Safety Analysis

The radio frequency energy safety analysis prepared by Dr. Haes (Exhibit 19) appropriately assesses the combined impact of multiple facilities that could operate at the site. Isotrope agrees with the Haes report's conclusions that the radio frequency emissions will be compliant with federal and state guidelines by a substantial margin. The general population will not be exposed to unsafe levels of emissions from the proposed facility.

Co-Location

The applicant is in the business of providing tower space to wireless carriers and has an incentive to provide space to as many co-locators as possible. Two carriers are participating in the process, demonstrating commitments to occupy the tower.

Site Plans

The site plans (Exhibit 5) Prepared by Pro Terra Design Group show a facility with the typical configuration for multiple wireless carriers. The Verizon and T-Mobile equipment are laid out in the plan, accompanied by sufficient space reserved on the ground and the tower for two additional carriers. The Verizon installation employs the traditional 3-sector antenna arrays mounted on a triangular tower platform.

T-Mobile has begun employing four-sector arrays on square platforms. The additional sector enables T-Mobile to provide more capacity to the surrounding area by breaking it into four instead of three service sectors. The detail plan shows the square platform. The overall plan views of the site are simplified by showing the triangular form of the Verizon platform without the square T-



Mobile platform below it. Provided the reader is aware of this variation in platform design, there is no need to correct the drawings.

T-Mobile does not plan to use a generator. Verizon does. One propane tank is proposed, with space reserved for a second propane tank in the event another carrier proposed a generator for its facility. (The noise study included a hypothetical second generator and other carriers' equipment in a combined noise analysis.)

Fall Zone

A fall zone equal to the height of the tower plus appurtenances is required. The proposed tower has well more than the required ~150-foot setback from property lines.

A legal interest in the fall zone is required of the applicant, "to meet the requirements of this section." It could be inferred that meeting the requirements means ensuring that in the future the fall zone will continue to protect "any property line, road, habitable dwelling, business or institutional use, or public recreational area..." The lease area is 100x100 feet, which is not enough to cover the fall zone. The applicant suggests "The Owner, the Town of Mashpee, understands the nature of the fall zone requirements under the Town and the Cape Cod Commission's regulations." The Commission could determine whether Town ownership is sufficient to meet this requirement, or if additional protections are in order.

Coverage or Capacity Problem

The Technical Bulletin seeks a demonstration of a coverage or capacity problem requiring a solution. No capacity statistics have been provided for the record, and the applicant's two tenants have provided coverage analysis to support their claims. Note that the determination of a "coverage or capacity problem" is not necessarily the same as a determination of a "coverage gap" under federal law.

As the Commission is aware, if a proposed wireless facility is not approved and the non-approval results in an effective prohibition of the provision of personal wireless service, the applicant has recourse under federal law (advice of counsel is always recommended in dealing with the federal obligations for the placement of wireless facilities). In this report, the focus is on the applicant's tenants' description of a "coverage problem" and not on whether there is a significant gap in wireless service.

Prospective tenants Verizon and T-Mobile provided coverage analyses of their networks in the area of the proposed tower. Verizon notes three roads with 2500-5000 vehicles per day are in the affected area, plus streets, residences and businesses within the area of, and including, Red Brook Road, Great Oak Road, Great Neck Road South, Monomoscoy Road and Rock Landing Road.



Verizon

Verizon provides coverage maps that rely on its customary signal level thresholds for service to areas developed like the Mashpee area is (-95 dBm RSRP). Existing coverage is below this threshold in the targeted area. Verizon uses the coverage from its 700 MHz licenses, because this is the most optimistic. In other words, 700 MHz goes the farthest through terrain and vegetation, so it is a good indicator of the maximum service area available from existing facilities.

The proposed site is on the southern edge of coverage from the existing Mashpee site about 1.5 miles to the north. Ordinarily, wireless carriers prefer to place new facilities in the middle of the area of poorest service. This would be about $\frac{3}{4}$ mile south of the proposed site, near the intersection of Hush Road and Great Oak Road.

To compensate for the proposed location being offset to the north, the Verizon facility design is not intended to fully cover a 360-degree service area. Instead, the blue wedges on the coverage map show that the proposed facility would focus antennas to the east, south and west, ignoring the northerly direction. A location more to the south would better serve the densely developed New Seabury area, providing better coverage and more capacity to where the demand for services is likely the highest.

There remains a pocket in Popponesset that would not realize substantial improvement in service from the proposed facility. Future expansion might need to rely on utility-pole and rooftop-mounted small cells to provide fill-in coverage and capacity during peak season.

Verizon has provided no data on whether the proposed height is necessary. Clearly, the proposed tower is intended to co-locate potentially all four of the current wireless carriers, and establishing the minimum height for Verizon is not a way to literally establish the tower height, unless the proposed height needs to be mitigated at the expense of potential co-location.

It could be helpful to see projected Verizon coverage from a 125-foot tower (121 ft center) and a 100-foot tower (96 ft center), overlaid on existing coverage. This helps show how 700 MHz coverage would diminish not only for Verizon, but for other potential co-locators, as the height is reduced. This will help inform a decision whether 150 feet is reasonable and necessary from the standpoint of coverage, co-location and visual impact.

The Verizon drive test map is reasonably consistent with the computer predictions, which validates the computer predictions. The drive testing was done with no foliage, so it is expected to show better coverage than the computer predictions, which it does.



T-Mobile

T-Mobile makes a slightly different presentation. T-Mobile ignores its 700-MHz frequency band and provides coverage analysis for its weakest service – 2100 MHz. This understates the total coverage because T-Mobile has a 700 MHz license and is building out a 600 MHz license. These lower frequencies penetrate terrain and foliage much better than 2100 MHz. For now, T-Mobile focuses on 2100 MHz because it has substantially more capacity than the 700 MHz license. Under T-Mobile’s circumstances, we recommend that both the 2100 MHz service and the 700 MHz service be shown together. The 700 MHz coverage shows how far the T-Mobile facility can reach with a specific grade of service, while the 2100 MHz coverage shows where high demand for capacity (densely developed or occupied areas) is best.

T-Mobile also shows two tiers of coverage – in-building (green at -97 dBm, similar to Verizon’s maps) and in-vehicle (yellow at -114 dBm, not shown by Verizon). T-Mobile demonstrates that in vehicles and outdoors, its existing coverage (at 2100 MHz) in the area near the proposed tower is readily available. In-vehicle coverage dissipates in the areas of New Seabury and Popponesset.

T-Mobile’s drive test map is much more pessimistic than the coverage predictions. Since the drive testing was performed by a different party than that were the computer predictions, there may be some differences in method that are not reconciled. We rely on the computer-predicted maps.

Like Verizon, T-Mobile’s dominant coverage needs are substantially south of the proposed site. T-Mobile’s best coverage at 2100 MHz falls on the least densely populated area to be served by the proposed tower, including the wildlife refuge.

T-Mobile also provides no evidence of the need for the height proposed. The same trade-offs between coverage and tower co-location apply to T-Mobile as they do to Verizon (discussed above).

T-Mobile could provide coverage maps using the -97 dBm threshold for 2100 MHz (and its equivalent at 700 MHz) to illustrate the two stages of in-building coverage available today, and with the proposed facility. Then it could add coverage analysis from a 125-foot tower (110 ft antenna center height) and a 100-foot tower (85-foot antenna center height). These will inform findings about height versus coverage, co-location potential and visual impact.

Coverage Need in General

In general, the two sets of coverage analysis suggest that the New Seabury and Popponesset areas will obtain improved service from the proposed tower, in addition to the roads and lighter development near the proposed tower. However, the sheer density of these areas suggests that in the long run, additional facilities will be needed central to New Seabury and Popponesset to handle the volume of demand (capacity) and the need for better signal strength (coverage and



Isotrope, LLC

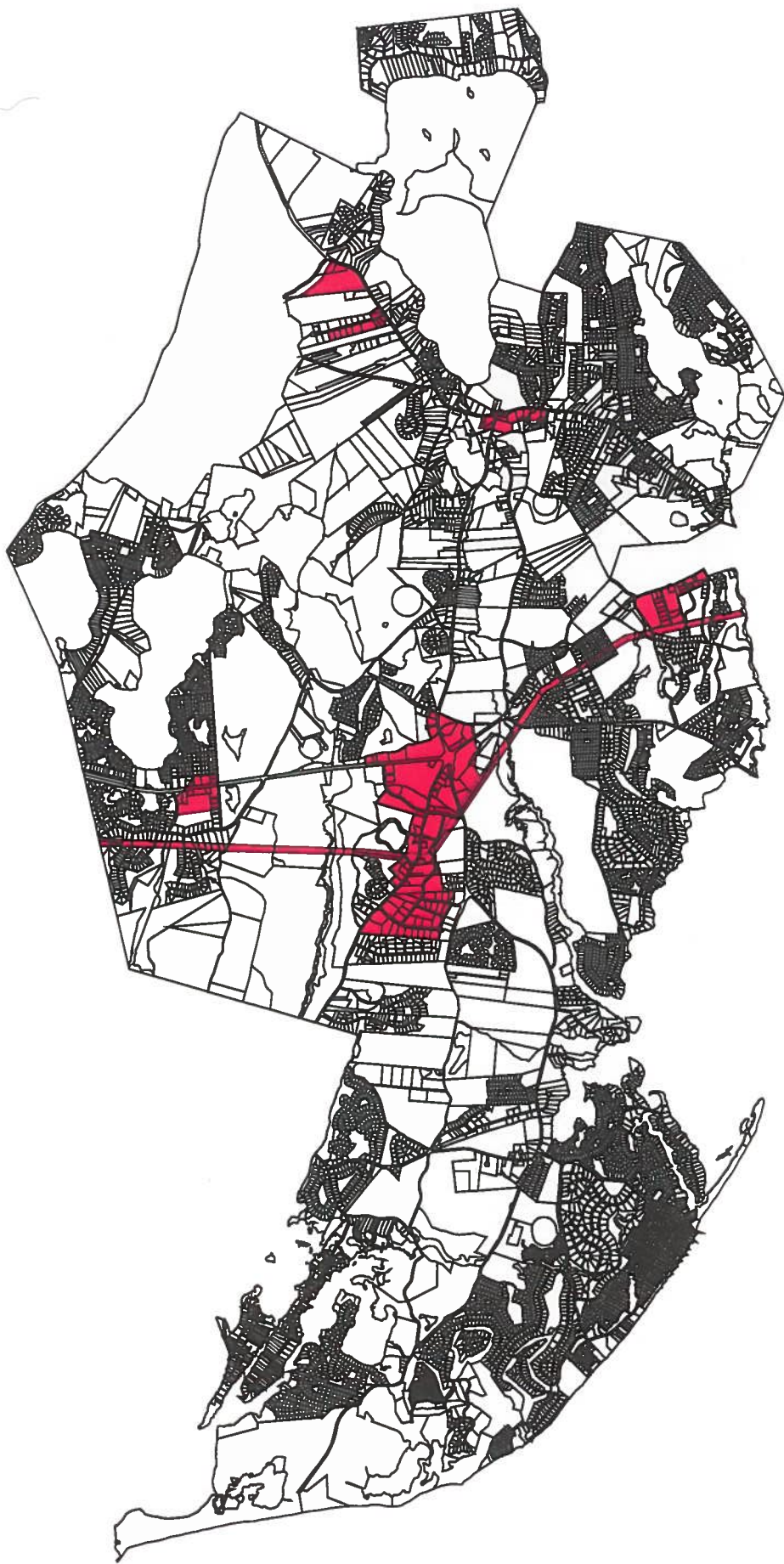
capacity) in these developed areas. Local regulations should anticipate this future need by encouraging low-impact facilities such as small cells on utility poles and rooftops in these densely developed areas.

Telecommunications Act of 1996

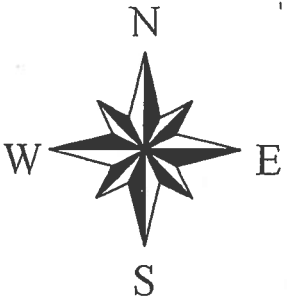
If there is sufficient reason under DRI regulations to not approve the proposed tower, the Commission is obliged to avoid making a decision that effectively prohibits the provision of personal wireless services in the subject area. Assuming there is what the courts would consider to be a significant gap in service, there would have to be alternatives for the applicant's tenants to the proposed tower. An assessment of potential alternative locations would determine whether non-approval would cause an effective prohibition. It is encouraging that the Mashpee zoning bylaw contemplates wireless facilities on any parcel that complies with the several specific limitations. Whether any such parcels are nearby, or potentially farther south has not been explored. If the Commission is inclined to not approve the application, further work on alternatives is recommended first.

David Maxson, WCP

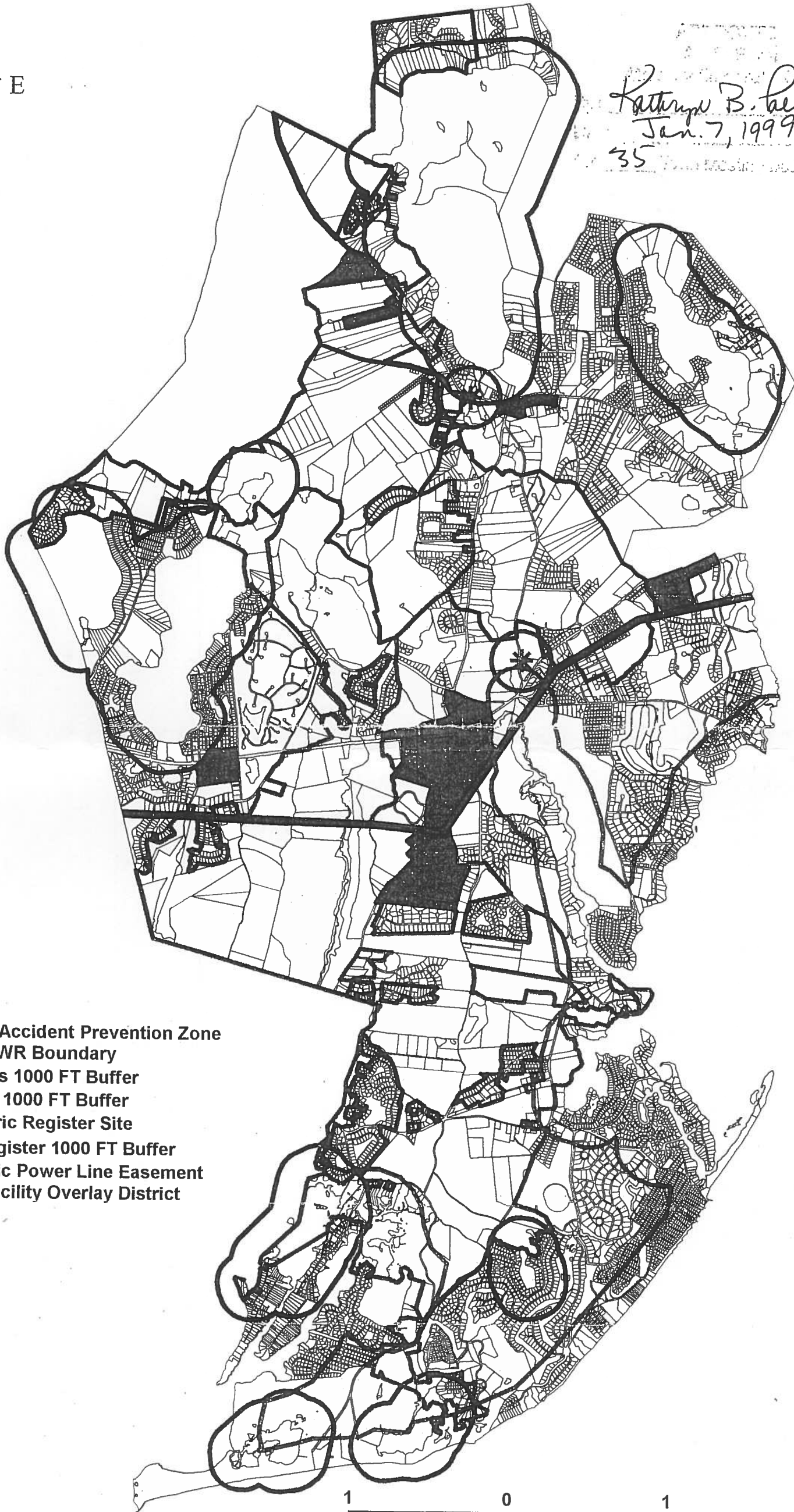
August 10, 2018











WIRELESS FACILITY OVERLAY DISTRICT



Katherine B. Palmer
Jan. 7, 1999
35
10/5/98



-  Otis ANGB Accident Prevention Zone
-  Mashpee NWR Boundary
-  Great Ponds 1000 FT Buffer
-  Tidal Water 1000 FT Buffer
-  State Historic Register Site
-  Historic Register 1000 FT Buffer
-  Com Electric Power Line Easement
-  Wireless Facility Overlay District

1 0 1 2 Miles

129 North Hillcrest Boulevard Unit 4
Inglewood, California 90301-5451
May 29, 2018

Mr. Evan R. Lehrer, Town Planner
Town of Mashpee
16 Great Neck Road North
Mashpee, Massachusetts 02649

Via e-mail to elehrer@mashpeema.gov

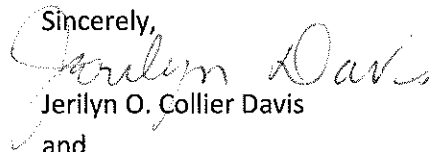
Dear Sir:

It has come to our attention by post and through conversation with our neighbors about the application to build a personal wireless service facility at 101 Red Brook Road, Mashpee, MA 02649. As we will be unable to attend the meeting scheduled for June 6, 2018, we submit this letter to lodge our objection.

Since receiving this news we have done some research regarding the proximity of such a facility to our property and to the inhabitants in close proximity and find for health reasons, including electromagnetic health issues, it is not suitable. Above all, we try to live in an environment that is hazard free, pollution free and as aesthetically natural as possible. This proposal, we believe, would have a negative effect on all of these and more, including a decrease in property value.

Surely the Town of Mashpee can find a more suitable location for the cell phone tower. There are commercial areas where such a facility can be installed, such as the two industrial parks in Mashpee or near the town dump. We respectfully ask that you seek out a different location.

Should a vote be taken at the Mashpee Planning Board meeting regarding this said proposal - we vote No!

Sincerely,

Jerilyn O. Collier Davis

and

Freda K. Byron-Twyman

Property owners of 102 Blue Castle Drive, Mashpee

Letter also mailed to above addressee

Certified Mail Receipt No. 7014 2120 0000 8312 4081

To: All Planning Board Members,
From: Michael and Teresa Ronhock

December 24, 2018

There are many reasons why this project (Blue Sky Tower wireless cell tower proposal for Red Brook Rd) should be rejected by the Planning Board a few of these reasons are outlined below:

- 1) **Alternative Project** – An alternative project exists that is superior to the Blue Sky proposal financially, technically and from a public safety perspective. The Blue Sky tower proposal would be a net loss financially to the Town of Mashpee, unfairly burdening all local taxpayers and abutters while a Norfolk based private equity firm profits handsomely. A New Seabury based outdoor distributed antenna system (ODAS) is a technically superior project as it is scalable to address both coverage and capacity and would be able to address the coverage gaps the Blue-Sky proposal does not. From a public safety perspective, the ODAS proposal can be deployed almost immediately, potentially saving lives. New Seabury has self-determination under Architectural Review Committee (ARC) guidelines and can install an ODAS with minimal municipal approvals. In fact, a previous New Seabury antenna proposal was deemed by the CCC to be completely legal without encumbrances and approval completely under the authority of the ARC.
- 2) **Financial Burden to Taxpayers** – An analysis has shown the Blue-Sky Towers proposal to be a net loss financially to the Town of Mashpee. The revenue projections provided by Blue Sky Towers for rent paid to the Town of Mashpee are target projections and not substantiated by any actual lease agreement provided to the Town of Mashpee. This happens in concert with lower property tax revenues from property abutters who will have a lower tax bill, a negative impact on property value the Blue-Sky proposal creates. Furthermore, the Town of Mashpee could be liable for damages and legal fees if they approve the Blue-Sky Tower proposal. Effected property owners could seek relief from the Town of Mashpee.
- 3) **Mobile Carrier Responsibilities** – Mobile carriers are required by law to provide coverage and comply with local building and zoning laws. While the Blue Sky proposal does not fully comply with either law, the New Seabury ODAS project does. While the New Seabury ODAS project would cost more, all costs associated with the project would be 100% borne by the mobile carriers. The Blue Sky proposal unfairly burdens all Mashpee taxpayers whereas the New Seabury ODAS project would not burden any Mashpee taxpayer and ensure mobile carriers pay all project related costs.
- 4) **Valid Reason for Rejection** - The Telecommunications Act of 1996 specifically leaves in place the authority that local zoning authorities have over the placement of personal wireless facilities. It requires that denials be based on a reasoned approach. A common, reasoned approach for denial is based on failing to use existing structures and infrastructure within the general service area of the proposed tower that could be used in lieu of a new tower. Such structures do indeed exist for an alternative, viable project and serve as a legal basis for denial.
- 5) **Emergency Radio Repeater** – Claims of needing the Blue Sky proposed tower for an emergency services radio repeater are false and misleading. Mashpee emergency services have had the legal authority to place a repeater or repeaters in coverage gaps. A 150-foot tower is not necessary to bring service to the coverage gaps they claim to exist .No proposals have been put to Town Meeting to revamp the current repeater system.to our knowledge..
- 6) This project is not within the Wireless Overlay District and cannot be permitted under these guidelines.

O.D.A.S. (Outdoor Distributed Antenna System)

- Attached is an outline of what an O.D.A.S. system is and how it will work
- It not only offers superior performance it will use existing infrastructure without the need for a 150-foot tower or any tower
- The Telecommunications Act of 1996 requires the use of existing infrastructure as a first option
- The upcoming 5G network system will utilize this type of system not large towers thus a tower like the one proposed will be obsolete
- I spoke to David Maxon (see report) about this system. He said administratively a tower would be preferred on a cost to build basis thus cheaper for a multi-million/billion-dollar company at the expense of the surrounding property owners
- David Maxon also said he was hired to review the tower only application that is why the O.D.A.S. system is only briefly mentioned in his report
- As you can see the Peninsula Council AKA The New Seabury Homeowners Association is well aware of the O.D.A.S. system. They also have Cape Cod Commission approval to place a tower at the golf course driving range (since 2014) that location is where David Maxon refers to in his report
- Any information you need or questions you may have can be answered by:
Charlie Parker owner of Ratel Consulting
One Broadway Cambridge, MA.
Phone-781-856-4981 fax-617-714-3964 email Charlie@ratelconsulting.com
- The Provincetown representative on the Cape Cod Commission, Cheryl Andrews, voted against approval of this project because she thought the O.D.A.S system should have been considered for Mashpee as it is currently in place in P-town and works great without a tower.
- Blue Sky Towers in their application state that there is not any existing infrastructure that can be used, however they are a cell tower company and as such they are only obligated to find infrastructure to use as a tower site -sort of bending the rules

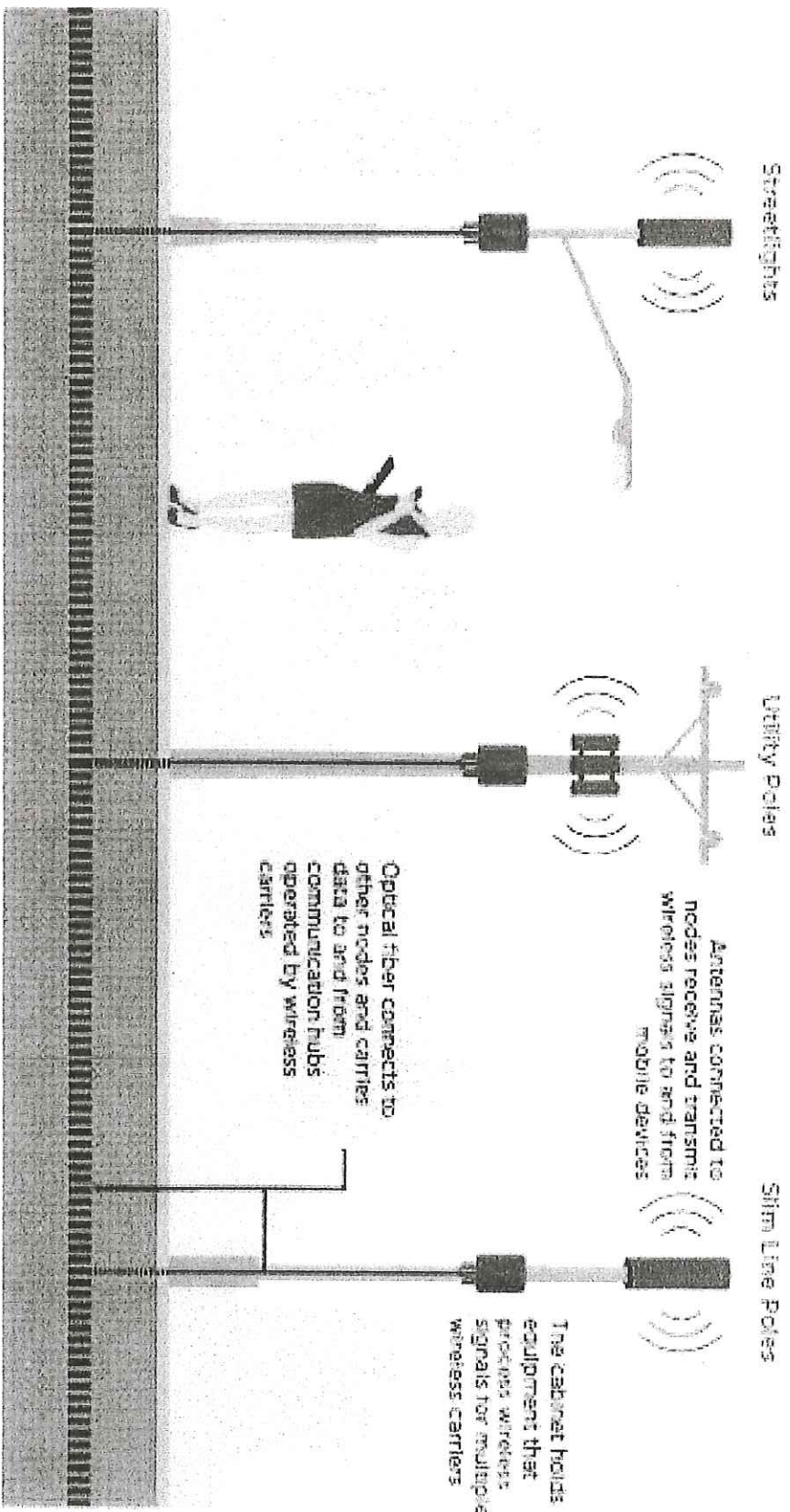
Distributed Base Station Architecture

Two main types of (ODAS) mobile communication network architecture exist which offer a superior alternative to the proposed Blue Sky Towers macro-site project:

C-RAN/Cloud-RAN – Antennas or Remote Radio Heads (RRHs) would be placed on existing structures (utility poles, light poles, buildings, etc.) where a communication line connects the RRHs to the core network via fiber or microwave. There is no traditional base station as all signal processing occurs in the cloud. Both Verizon and AT&T are already deploying this technology in San Francisco as it lays the groundwork for their respective 5G networks. It is commercially viable with hardware suppliers that include CommScope, Fujitsu and NEC.

All-In-One Base Transceiver Station – Each antenna or Remote Radio Head (RRH) would be placed on existing structures (utility poles, light poles, buildings, etc.) and has a small base station (<5 ft.³) attached close by. Each micro base station is connected to the core network via fiber or microwave. This technology is well established has been deployed globally for many years now. It is commercially viable with hardware suppliers that include CommScope, Nokia and Alcatel-Lucent.

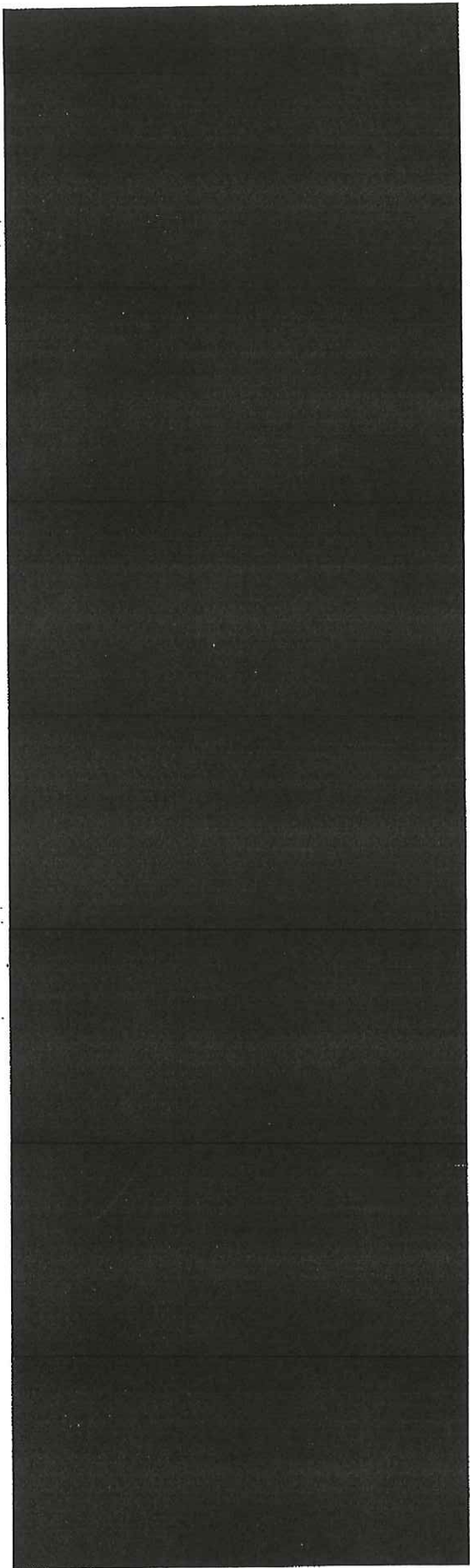
- Both low-power network architectures would eliminate any need for a high-power macro site like the one proposed by Blue Sky Towers at 101 Red Brook Road.
- Both network architectures utilize existing structures in private rights-of-way which require little if any regulatory approval, unlike the Blue Sky Towers proposal.
- Both network architectures preserve the value of abutting and surrounding properties unlike the Blue Sky Towers proposal.
- Both network architectures have ample attachment points including light poles, buildings and the >100 utility poles throughout New Seabury and Popponesset which are jointly owned and managed by NSTAR and Verizon.
- Both network architectures utilize antennas with up to 2 kilometers of range, providing an almost infinite number of antenna configurations throughout the coverage area.
- Both network architectures offer scalability to optimize coverage and capacity whereas the macro site proposed by Blue Sky Towers at 101 Red Brook Road does not and will likely leave portions of Popponesset without adequate coverage.
- Both network architectures are broadly referred to as ODAS systems and have been utilized by country club and resort communities for many years.



Examples of All-In-One Base Transceiver Stations

NEW SEABURY OUTDOOR DISTRIBUTED ANTENNA SYSTEM (ODAS) PROPOSAL

PREPARED FOR THE PENINSULA COUNCIL, INC.



DISCLAIMER

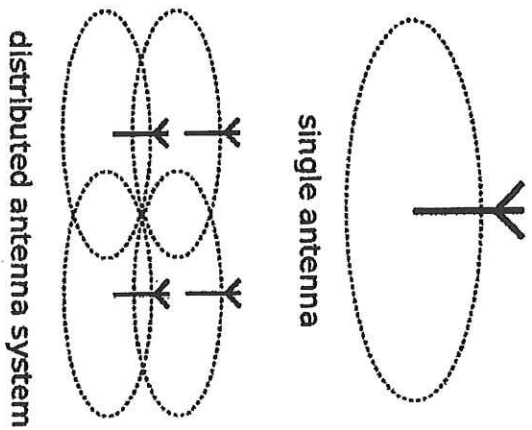
- To the best of our knowledge, the information contained herein is accurate and reliable as of the date of publication; however, we do not assume any liability whatsoever for the accuracy and completeness of the information contained herein.
- All information contained herein is strictly confidential and to be utilized only by The Peninsula Council, Inc. for the express purpose of evaluating this proposal. No information contained in this document will be released to the media or made public by any method without the express permission of the author.

BACKGROUND & CONDITIONS

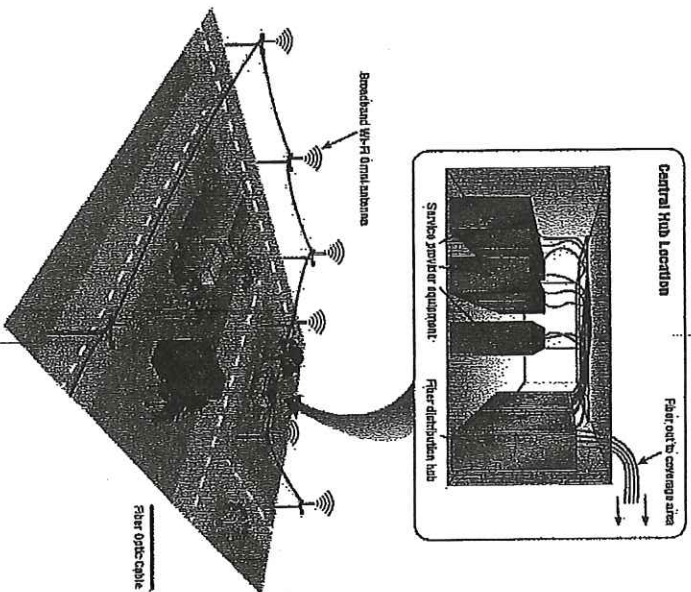
- The proposed ODAS project (Project) serves as an alternative to the proposed macro site at 101 Red Brook Road, also known as Mashpee Fire Station 2.
- The Project will fulfill the wireless coverage gap in New Seabury and surrounding areas.
- The Project will make use of existing infrastructure as much as possible and only add infrastructure which can avoid or substantially mitigate any regulatory review.
- The Project is amenable to the surrounding community and other relevant parties as a good compromise.
- The Project can be completed in a timely manner.

ODAS SIGNAL PROPAGATION AND PROCESSING

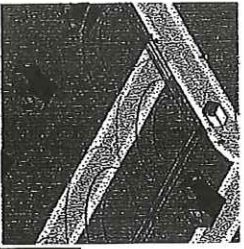
Macro Site vs. ODAS



Outdoor Distributed Antenna System

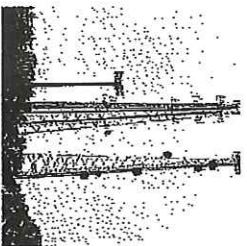


ODASVS MACRO SITE PROPOSAL



ODAS

- Visually appealing
- Low power antennas
- Quick deployment
- Superior performance
- Scalable and flexible
- Next generation “5G” ready
- Possible light pole upgrades at no cost to residents

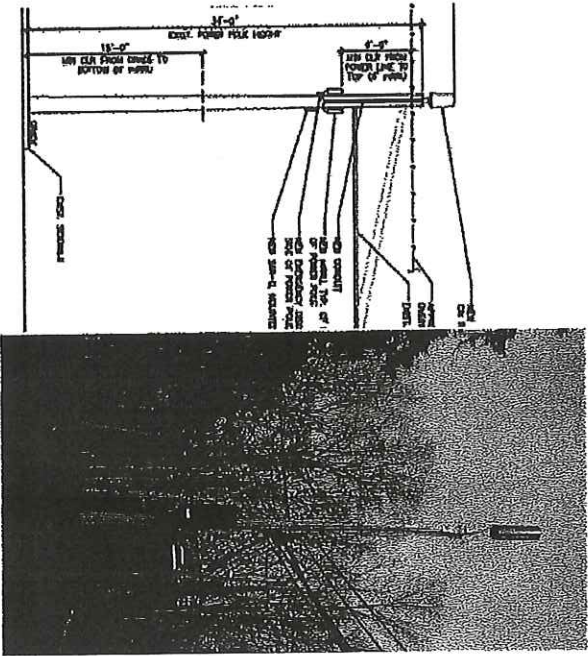


Macro Site

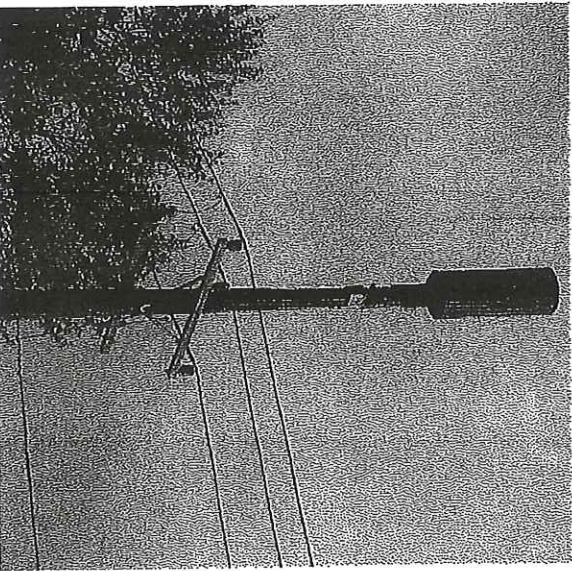
- Poor aesthetics/Visual pollution
- High power antennas
- Slow deployment requiring multiple approvals
- Not scalable or flexible to suit the local topography or terrain
- Sub-optimal for “5G” networks
- Limited input on project

UTILITY POLE ANTENNA APPEARANCE AND CONCEALMENT

Mounted antenna on top of existing utility pole

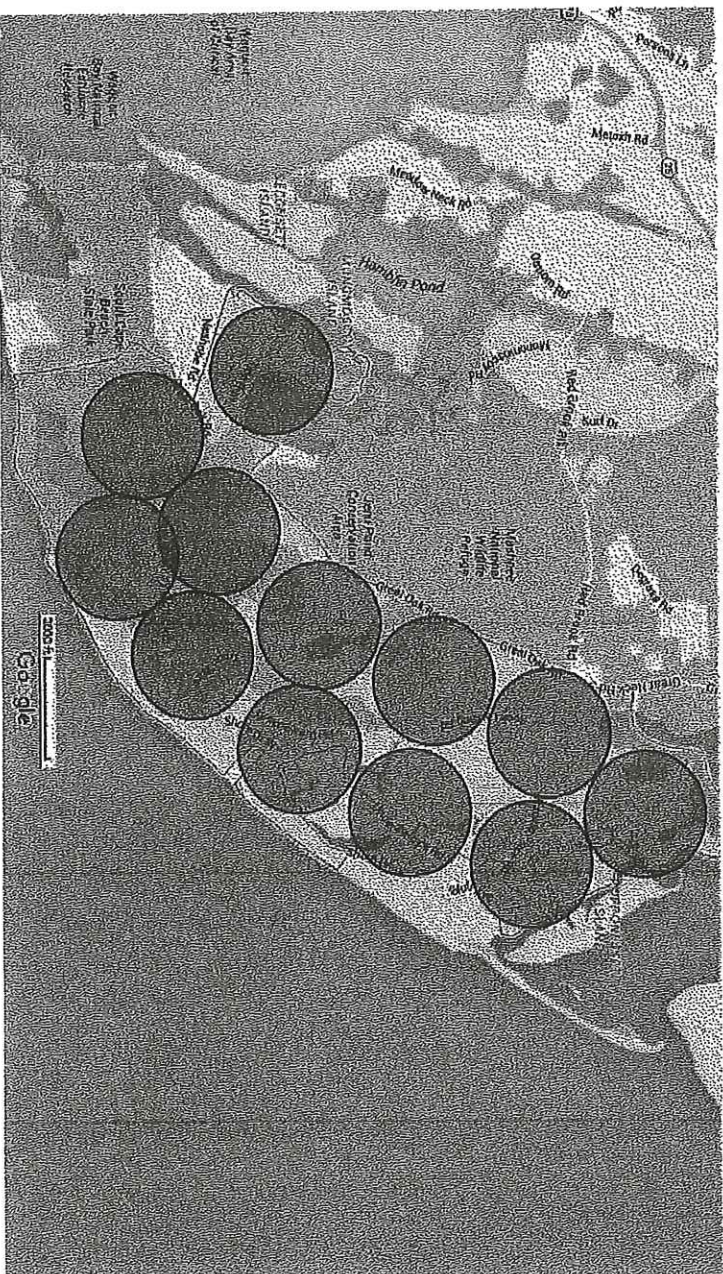


Pole mounted antenna concealment to meet ARC guidelines



ANTENNA PLACEMENT AND COVERAGE

- Approximately 12 antenna nodes should provide adequate coverage and capacity based on demographic analysis.
 - Additional nodes can be added to the network outside New Seabury to meet additional coverage requirements by carrier(s).
- (Shaded areas represent optimal coverage. Actual coverage would include all of New Seabury and beyond.)



SUMMARY, TAKEAWAYS AND NEXT STEPS

- The proposed ODAS project is the best solution to the wireless coverage gap the neglected residents of New Seabury have suffered with for far too long. The ODAS project best suits the safety, prosperity and happiness of New Seabury residents and their guests.
- The Peninsula Council has the ability to recommend the ODAS project. Community residents will bear no costs related in any way to the project and possibly reduce costs on light pole replacements.
- Next steps begin with discussions on easements which will be determined by Peninsula Council rules and procedures at their convenience.

Finance

- Impact study showing a net loss yearly to the Town of Mashpee
- Town income based on possible target income by Blue Sky Towers no actual sublease contract with income data have been provided by Blue Sky Towers, Verizon or T-Mobile to the Town of Mashpee
- Loss of property value to Mashpee Homeowners
- Potential legal liability for the Town of Mashpee in property impact damage
- No data for Town of Mashpee potential legal liability if health issues arise with Town employees or neighboring property owners
- Town of Mashpee receives NO percentage of rent from the top sublease, receives only 35% from the second and lower subleases
- The pending merger of Sprint and T-Mobile would reduce the potential of four national sublease carriers to only three
- The Mashpee Finance Committee was provided a copy of this report for the Article 14 vote at Town Meeting and their vote was not unanimous to recommend.

PG #3 of the rental agreement between
five sky towers and the town of Mashpee

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

4. RENT.

(a) Rent. Commencing on the first day of the month following the date that Tenant commences construction of the Communications Facility (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Two Thousand and No/100 Dollars (\$2,000.00) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date. Notwithstanding anything to the contrary herein, Tenant shall have no obligation to pay Rent unless and until Tenant has received all Governmental Approvals and documents necessary to install and operate the Communications Facility. Landlord shall have no obligation to allow Tenant to use the property until Tenant has obtained all Government Approvals and documents necessary to install and operate the Communications Facility.

(b) Increases. Upon each anniversary of the Rent Commencement Date, there shall be an escalator applied to the previous year's Rent payment, equal to Two Percent (2%) of the Rent for the previous year. The increase in Rent under this Section 4(b) shall not apply to revenue due or paid under Section 4(c).

(c) Collocation Fees. Beginning with the second subtenant and each subsequent nationwide broadband subtenant, Tenant shall pay to Landlord an amount equal to Thirty-Five Percent (35%) of rent or license fees actually received by Tenant ("Collocation Fees"). Collocation Fees shall be payable to Landlord within thirty (30) days of Tenant's receipt of rent or license fees from each such nationwide broadband subtenant. Calculation of Collocation Fees shall not include any payments made by subtenants or sublicensees to Tenant which are not rent or license fees, or are reimbursements including but not limited to capital contributions, Collocation Fee reimbursements, pass-through costs, upgrade, repair or replacement costs, testing or evaluation costs. Collocation Fee payments shall cease in the event that subtenant leases expire, terminate or payments are otherwise suspended for any reason. Collocation Fee payments shall not be due to Landlord for the first nationwide broadband subtenant, or for any government, non-profit, or other tenants not delivering broadband services including Landlord. If at any time during the Term, the first tenant terminates or vacates the Premises, Tenant shall have the right to designate a new first tenant for which no Collocation Fees shall be due.

(d) Capital Contribution. Tenant shall pay to Landlord a one-time payment of One Hundred Thousand and no/Dollars (\$100,000.00) as a capital contribution [for Landlord's development, equipment and construction costs associated with installation of Landlord's communications equipment upon Tenant's Communications Facility]. The capital contribution shall be due and payable following Tenant's receipt of all Governmental Approvals (defined below), including Cape Cod Commission, completion of construction of the Communications Facility, issuance of the Certificate of Occupancy, and within thirty (30) days of the Tenant's first subtenant installation going "on-air."

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



market based estimate and can fluctuate depending on the carrier and the size of their installation.

BST includes in its proposal a \$100,000.00 capital contribution to the Town of Mashpee, paid upon receipt of full zoning, permitting and close-out/certificate of occupancy documents from the Town of Mashpee and the Cape Cod Commission.

f
Notes

Revenue:			
No. of Carriers	Target Carrier Rent/Year	Rent to Town	Rent To Blue Sky
Carrier 1:	N/A	\$24,000.00	TBD
Carrier 2:	\$36,000.00	\$12,600.00	\$23,400.00
Carrier 3:	\$36,000.00	\$12,600.00	\$23,400.00
Carrier 4:	\$36,000.00	\$12,600.00	\$23,400.00
Total:	\$144,000.00	\$61,800.00	\$82,200.00

← ground lease
← top sublease
0% to town
- possible
sublease
income
@ 35%
if a ~~lease~~
carrier for
the third
spot can
be signed

Capital Contribution:	
\$100,000.00	By BST to Town of Mashpee as capital contribution to Town, paid upon receipt of full zoning, permitting and close-out documents from the Town of Mashpee and the Cape Cod Commission.

Capital Contribution:	
Maintenance Insurance Utilities Taxes	All recurring expenses will be the responsibility of Blue Sky Towers, LLC

- The proposed term of the lease, with an applicable escalation adjustment.

BST would propose an initial five (5) year term and three (3) successive five (5) year renewal terms. However, BST would like the opportunity to discuss the term of the lease with the Town of Mashpee should BST be winning bidder. Typically, lease terms are longer than what is proposed as part of this request.

Base rent would be subject to an annual escalation adjustment based upon the Consumer Price Index for Barnstable County.

notes:

Carrier #1 Property lease @ \$2000- per month
 Carrier #2 Verizon wireless no % paid to the town
 Carrier #3 t-mobile 35% paid to the town (no info available for contract amount)
 Carrier #4 potential if one can be found

PROPERTY VALUE AND PROPERTY TAX IMPACT
 BLUE SKY TOWERS PROJECT PROPOSAL AT 101 RED BROOK ROAD
 ONLY INCLUDES IMPACTED PROPERTIES WITHIN 400 YARDS

DISTANCE ¹	PROPERTIES IMPACTED	TOTAL VALUE AT RISK ²	VALUE ADJUSTMENT ³	PROJECTED VALUE IMPACT	PROPERTY TAX RATE ⁴	TOTAL PROJECTED ANNUAL TAX REVENUE IMPACT
Abutting	22	\$9,841,500	-20.0%	(\$1,968,300)	0.929%	(\$18,285.51)
1-100 Yards	16	\$4,504,000	-17.5%	(\$788,200)	0.929%	(\$7,322.38)
101-200 Yards	20	\$9,069,500	-15.0%	(\$1,360,425)	0.929%	(\$12,638.35)
201-300 Yards	43	\$13,212,300	-12.5%	(\$1,651,538)	0.929%	(\$15,342.78)
301-400 Yards	65	\$29,183,500	-10.0%	(\$2,918,350)	0.929%	(\$27,111.47)
Totals/Average	<u>166</u>	<u>\$ 65,810,800.00</u>	<u>-13.2%</u>	<u>(\$8,686,812.50)</u>		<u>(\$80,700.49)</u>
Proposed Ground Lease Revenue Share ⁵			INCOME	LOSS	NET IMPACT	
		\$	61,800.00	(\$80,700.49)	(\$18,900.49)	
Most Likely Ground Lease Revenue Share ⁶		\$	37,800.00	(\$80,700.49)	(\$42,900.49)	
Potential Liability For Town of Mashpee ⁷		\$	100,000.00	(\$8,686,812.50)	(\$8,586,812.50)	

1. <http://massgis.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=47689963e7bb4007961676ad9fc56ae9#>
2. Town of Mashpee assessment data from FY 2017
3. Dr. Sandy Bond, The Appraisal Journal, <https://www.emfanalysis.com/property-values-declining-cell-towers/>
4. Town of Mashpee 2018 Tax Rate - <https://www.mashpeema.gov/assessing/pages/3-town-mashpee-2018-tax-rate>
5. Per Blue Sky proposal selected on 07/10/17. No details were provided on calculation, agreement is redacted.
6. Assuming a T-Mobile/Sprint merger only 3 national carriers will remain. This would mean a maximum of \$37,800 revenue in year one.
7. Blue Sky capital contribution to town less damages owed to impacted property owners seeking relief. Legal fees not included.

Distance	Number	Street	Suffix	Owner	Total Value
Abutting	1182	Great Hay	Rd	Ruo	195,900
Abutting	0	Degrass	Rd	Michaelson	9,000
Abutting	104	Degrass	Rd	Sturtevant & Hook Inc	175,200
Abutting	102	Blue Castle	Dr	Collier	191,300
Abutting	92	Blue Castle	Dr	Reed	304,400
Abutting	86	Blue Castle	Dr	Dorsey	369,100
Abutting	56	Blue Castle	Dr	BCDM LLC	152,200
Abutting	48	Blue Castle	Dr	Bynoe	420,700
Abutting	38	Blue Castle	Dr	Harriott	238,500
Abutting	28	Blue Castle	Dr	Duco Associates, Inc	139,700
Abutting	0	Great Neck	Rd	Mashpee Commons LP	452,800
Abutting	693	Great Neck	Rd	Muller	572,300
Abutting	701	Great Neck	Rd	Hyde	466,000
Abutting	7	Brians	Ln	Hyde	626,100
Abutting	5	Brians	Ln	Hyde	135,700
Abutting	4	Brians	Ln	Hyde	134,200
Abutting	83	Red Brook	Rd	Lee	117,400
Abutting	85	Red Brook	Rd	Estrella	187,300
Abutting	86	Red Brook	Rd	Starruch	387,700
Abutting	94	Red Brook	Rd	Sliwa	271,700
Abutting	100	Red Brook	Rd	Phelps	235,300
Abutting	122	Red Brook	Rd	Red Horse LLC	4,059,000
1-100 Yards	1178	Great Hay	Rd	Fronius	298,100
1-100 Yards	128	Degrass	Rd	Greenup	372,700
1-100 Yards	120	Degrass	Rd	Michaelson	354,000
1-100 Yards	110	Degrass	Rd	Michaelson	177,700
1-100 Yards	108	Degrass	Rd	Scannell	466,100
1-100 Yards	97	Blue Castle	Dr	Hubarau	351,500
1-100 Yards	85	Blue Castle	Dr	Lubrano	352,300
1-100 Yards	57	Blue Castle	Dr	BCDM LLC	228,900
1-100 Yards	43	Blue Castle	Dr	Sturtevant & Hook Inc	127,200
1-100 Yards	35	Blue Castle	Dr	Sturtevant & Hook Inc	127,200
1-100 Yards	19	Blue Castle	Dr	Burridge	296,100

Distance	Number	Street	Suffix	Owner	Total Value
1-100 Yards	20	Blue Castle	Dr	Brady	125,800
1-100 Yards	709	Great Neck	Rd	Blake	410,100
1-100 Yards	79	Red Brook	Rd	Ores	327,200
1-100 Yards	80	Red Brook	Rd	Jeffries	252,100
1-100 Yards	74	Red Brook	Rd	Merchant	237,000
101-200 Yards	121	Degrass	Rd	Cutter	268,400
101-200 Yards	119	Degrass	Rd	Baumgaertel	244,900
101-200 Yards	113	Degrass	Rd	Nelson	236,100
101-200 Yards	107	Degrass	Rd	Egan	248,400
101-200 Yards	103	Degrass	Rd	McDonald	267,100
101-200 Yards	95	Degrass	Rd	Rebello	283,500
101-200 Yards	89	Degrass	Rd	Blodeau	239,600
101-200 Yards	85	Degrass	Rd	Groehl	203,900
101-200 Yards	86	Degrass	Rd	Slavin	275,400
101-200 Yards	74	Degrass	Rd	Hayward	196,100
101-200 Yards	68	Degrass	Rd	Gleaves	187,800
101-200 Yards	7	Blue Castle	Dr	Virgilio	421,700
101-200 Yards	8	Blue Castle	Dr	Barnes	411,100
101-200 Yards	3	Harbor Ridge	Dr	Kelly	1,700,000
101-200 Yards	654	Great Neck	Rd	Procopio	814,800
101-200 Yards	688	Great Neck	Rd	Westerling Investments LLC	1,656,100
101-200 Yards	5	Wintergreen	Rd	Irragorri	319,800
101-200 Yards	9	Wintergreen	Rd	Mullen	320,800
101-200 Yards	17	Wintergreen	Rd	Conolly	310,800
101-200 Yards	12	Wintergreen	Rd	Sickler	463,200
201-300 Yards	33	Wintergreen	Rd	Sturtevant	314,400
201-300 Yards	25	Wintergreen	Rd	Ozimek	376,000
201-300 Yards	24	Wintergreen	Rd	Colantuono	292,700
201-300 Yards	20	Wintergreen	Rd	Coffey	635,600
201-300 Yards	243	Red Brook	Rd	Guidi	305,500
201-300 Yards	81	Degrass	Rd	Avant	255,000
201-300 Yards	75	Degrass	Rd	Robert	263,400
201-300 Yards	71	Degrass	Rd	Jones	241,800

Distance	Number	Street	Suffix	Owner	Total Value
201-300 Yards	67	Degrass	Rd	Manning	228,700
201-300 Yards	63	Degrass	Rd	Tripp	251,200
201-300 Yards	57	Degrass	Rd	Annicelli	234,700
201-300 Yards	48	Degrass	Rd	LeBlanc	239,000
201-300 Yards	39	Degrass	Rd	Nozawa	199,300
201-300 Yards	34	Degrass	Rd	Rondeau	197,400
201-300 Yards	63	Gia	Ln	Lord	210,500
201-300 Yards	64	Gia	Ln	Korzeniecky	197,800
201-300 Yards	52	Gia	Ln	Mooney	209,900
201-300 Yards	46	Gia	Ln	Walden	205,100
201-300 Yards	40	Gia	Ln	Kachanov	199,200
201-300 Yards	36	Gia	Ln	Zaninira	203,400
201-300 Yards	32	Gia	Ln	Flood	205,000
201-300 Yards	26	Gia	Ln	Skene	113,500
201-300 Yards	20	Gia	Ln	Skene	113,500
201-300 Yards	16	Gia	Ln	Skene	6,800
201-300 Yards	12	Gia	Ln	Skene	6,800
201-300 Yards	43	Gia	Ln	Odriscoll	201,700
201-300 Yards	37	Gia	Ln	Sexton	205,000
201-300 Yards	33	Gia	Ln	Eldrege	216,100
201-300 Yards	102	Old Great Neck	Rd	Dickson	213,700
201-300 Yards	106	Old Great Neck	Rd	Marchand	185,100
201-300 Yards	110	Old Great Neck	Rd	Arsentyeva	199,200
201-300 Yards	114	Old Great Neck	Rd	Higgins	216,000
201-300 Yards	609	Great Neck	Rd	Broderick	201,300
201-300 Yards	615	Great Neck	Rd	Galligan	216,900
201-300 Yards	617	Great Neck	Rd	LeBlanc	258,600
201-300 Yards	623	Great Neck	Rd	Gray	218,100
201-300 Yards	7	Harbor Ridge	Dr	Neville	1,454,300
201-300 Yards	11	Harbor Ridge	Dr	Noxon	1,134,600
201-300 Yards	6	Harbor Ridge	Dr	Kohler	565,500
201-300 Yards	10	Harbor Ridge	Dr	Brennan	764,200
201-300 Yards	14	Harbor Ridge	Dr	Strick	717,700

Distance	Number	Street	Suffix	Owner	Total Value
201-300 Yards	17	Great Oak	Rd	Bento	260,000
201-300 Yards	35	Great Oak	Rd	Johnson	278,100
301-400 Yards	45	Wintergreen	Rd	Fraguito	306,100
301-400 Yards	39	Wintergreen	Rd	Leonard	305,500
301-400 Yards	44	Wintergreen	Rd	Lundberg	285,300
301-400 Yards	32	Wintergreen	Rd	Caron	297,700
301-400 Yards	50	Wintergreen	Rd	Letic	330,200
301-400 Yards	56	Wintergreen	Rd	March	539,600
301-400 Yards	62	Wintergreen	Rd	Falcone	322,400
301-400 Yards	70	Wintergreen	Rd	Atkinson	321,000
301-400 Yards	251	Red Brook	Rd	Marsters	131,400
301-400 Yards	18	Harbor Ridge	Dr	Perkins	725,400
301-400 Yards	22	Harbor Ridge	Dr	Raab	1,169,400
301-400 Yards	21	Harbor Ridge	Dr	Brem	1,167,600
301-400 Yards	19	Harbor Ridge	Dr	Entine	575,900
301-400 Yards	15	Harbor Ridge	Dr	Hunt	1,132,900
301-400 Yards	598	Great Neck	Rd	Donato	977,600
301-400 Yards	577	Great Neck	Rd	Mashpee Commons LP	667,900
301-400 Yards	9	Tracy	Ln	McGee	212,600
301-400 Yards	3	Tracy	Ln	Menounos	227,300
301-400 Yards	10	Tracy	Ln	Hurley	236,300
301-400 Yards	6	Tracy	Ln	Kaplan	213,200
301-400 Yards	66	Tracy	Ln	Evans	200,800
301-400 Yards	62	Tracy	Ln	Cataldo	246,100
301-400 Yards	56	Tracy	Ln	Lubelczyk	242,500
301-400 Yards	24	Degrass	Rd	Burke	218,100
301-400 Yards	17	Degrass	Rd	Turlick	152,100
301-400 Yards	4	Degrass	Rd	LaChance	211,300
301-400 Yards	8	Lisa	Ln	Cullen	262,200
301-400 Yards	2	Lisa	Ln	Provencher	218,500
301-400 Yards	87	Old Great Neck	Rd	Coleman	206,100
301-400 Yards	2	Summensea	Ln	Berger	561,500
301-400 Yards	11	Summensea	Rd	Corrigan	329,600

Distance	Number	Street	Suffix	Owner	Total Value
301-400 Yards	9	Summersea	Rd	Omara	366,500
301-400 Yards	7	Summersea	Rd	Ruo	350,500
301-400 Yards	5	Summersea	Rd	Gasparriini	586,000
301-400 Yards	1	Summersea	Rd	Kulleshov	357,500
301-400 Yards	2	Summersea	Rd	Hervald	525,400
301-400 Yards	4	Summersea	Rd	Coughlin	532,300
301-400 Yards	8	Summersea	Rd	Rucky	568,900
301-400 Yards	12	Summersea	Rd	Fine	730,900
301-400 Yards	0	Summersea	Rd	Gombos	1,000
301-400 Yards	16	Summersea	Rd	Gendron	963,900
301-400 Yards	20	Summersea	Rd	Rand	650,100
301-400 Yards	17	Summersea	Rd	Dibuono	610,000
301-400 Yards	1	Summersea	Ln	Malhoney	352,700
301-400 Yards	20	Red Brook	Rd	Brennan	3,987,200
301-400 Yards	7	Four Seasons	Dr	Vacation Resorts International	272,600
301-400 Yards	11	Four Seasons	Dr	Vacation Resorts International	272,600
301-400 Yards	13	Four Seasons	Dr	Vacation Resorts International	266,300
301-400 Yards	23	Four Seasons	Dr	Vacation Resorts International	166,700
301-400 Yards	27	Four Seasons	Dr	Vacation Resorts International	269,400
301-400 Yards	29	Four Seasons	Dr	Vacation Resorts International	267,300
301-400 Yards	35	Four Seasons	Dr	Vacation Resorts International	257,500
301-400 Yards	41	Four Seasons	Dr	Vacation Resorts International	269,900
301-400 Yards	49	Four Seasons	Dr	Vacation Resorts International	267,300
301-400 Yards	16-1	Four Seasons	Dr	Vacation Resorts International	284,200
301-400 Yards	16-2	Four Seasons	Dr	Vacation Resorts International	572,600
301-400 Yards	20	Four Seasons	Dr	Vacation Resorts International	285,100
301-400 Yards	26	Four Seasons	Dr	Vacation Resorts International	282,900
301-400 Yards	30	Four Seasons	Dr	Vacation Resorts International	266,500
301-400 Yards	36	Four Seasons	Dr	Vacation Resorts International	267,300
301-400 Yards	31	Four Seasons	Dr	Vacation Resorts International	269,400
301-400 Yards	33	Four Seasons	Dr	Vacation Resorts International	269,400
301-400 Yards	43	Four Seasons	Dr	Vacation Resorts International	266,600

Distance	Number	Street	Suffix	Owner	Total Value
301-400 Yards	47	Four Seasons	Dr	Vacation Resorts International	266,400

Health

- The Telecommunications Act of 1996 that is outdated and should be updated to reflect the current magnitude of cell phone usage
- This law prohibits rejection based on environmental impacts including health. There are in fact hundreds of pages of research outlining the negative effects of RMF exposure.
- Attached page 2 of a 32-page report from the International Fire Fighters Association which is posted on their webpage with their position on health effects: full report available on request
- Attached is a overview copy of a study done on the effects of continuous exposure of E.M.F. the full report is available from the contact listed



INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS DIVISION OF OCCUPATIONAL HEALTH, SAFETY AND MEDICINE

Position on the Health Effects from Radio Frequency/Microwave (RF/MW) Radiation in Fire Department Facilities from Base Stations for Antennas and Towers for the Conduction of Cell Phone Transmissions

The International Association of Fire Fighters' position on locating cell towers commercial wireless infrastructure on fire department facilities, as adopted by its membership in August 2004 ⁽¹⁾, is that the IAFF oppose the use of fire stations as base stations for towers and/or antennas for the conduction of cell phone transmissions until a study with the highest scientific merit and integrity on health effects of exposure to low-intensity RF/MW radiation is conducted and it is proven that such sitings are not hazardous to the health of our members.

Further, the IAFF is investigating funding for a U.S. and Canadian study that would characterize exposures from RF/MW radiation in fire houses with and without cellular antennae, and examine the health status of the fire fighters as a function of their assignment in exposed or unexposed fire houses. Specifically, there is concern for the effects of radio frequency radiation on the central nervous system (CNS) and the immune system, as well as other metabolic effects observed in preliminary studies.

It is the belief of some international governments and regulatory bodies and of the wireless telecommunications industry that no consistent increases in health risk exist from exposure to RF/MW radiation unless the intensity of the radiation is sufficient to heat body tissue. However, it is important to note that these positions are based on non-continuous exposures to the general public to low intensity RF/MW radiation emitted from wireless telecommunications base stations. Furthermore, most studies that are the basis of this position are at least five years old and generally look at the safety of the phone itself. IAFF members are concerned about the effects of living directly under these antenna base stations for a considerable stationary period of time and on a daily basis. There are established biological effects from exposure to low-level RF/MW radiation. Such biological effects are recognized as markers of adverse health effects when they arise from exposure to toxic chemicals for example. The IAFF's efforts will attempt to establish whether there is a correlation between such biological effects and a health risk to fire fighters and emergency medical personnel due to the siting of cell phone antennas and base stations at fire stations and facilities where they work.

Pilot Study Shows Dramatic Difference In Brain Activity With EHS (Electrohypersensitive) Cases As Compared To Controls (Non EHS).

PRESS TELE-CONFERENCE, THURS., Dec. 7th, 12 NOON PST.

This is the first known published study to show pictures of EHS on an fMRI.

NEWS PROVIDED BY

The Peoples Initiative Foundation →

Dec 05, 2017, 09:37 EST

LOS ANGELES, Dec. 5, 2017 /PRNewswire/ -- The Peoples Initiative Foundation has announced the conclusion of a pilot study they organized, headed up by Dr. Gunnar Heuser, showing EHS on an fMRI. This study was originally published by Degruyter in July of 2017, but was absent pictures of the controls. The company waited until the pictures were placed in the study to issue this press release, as the visual difference between the cases and controls is quite dramatic.

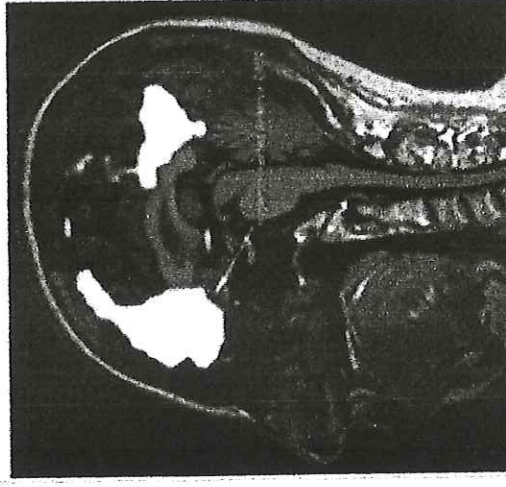


Figure 5: Lateral view of case no. 5.

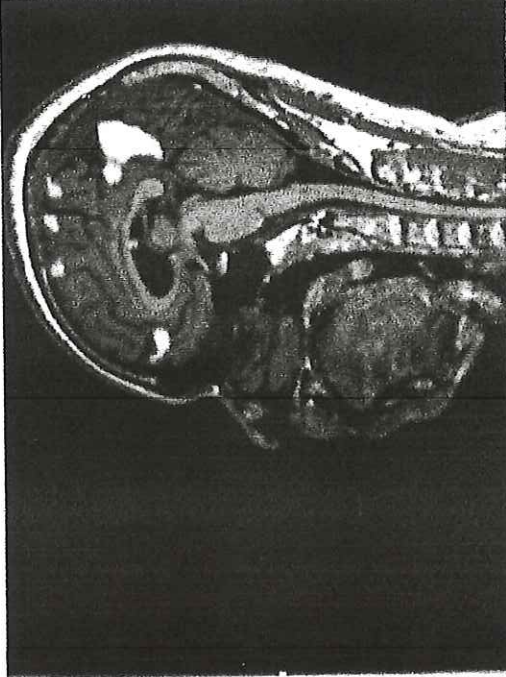


Figure 11 Lateral view of a normal fMRI. Notice absence of abnormal white areas seen in Fig 5.

Exposure to wireless devices and infrastructure is believed to have been the cause of the EHS in the cases.

Below are 2 sample pictures from the study. The large white area on the left side of the left picture shows hyperconnectivity in the brain of a case (EHS person). The same small white area in the picture to the right shows normal brain activity in a control (non EHS person).

EHS or "electrohypersensitivity" in civilian terms, "microwave radiation poisoning" in military terms, is an RF (radio frequency) or microwave radiation induced illness who's very existence is hotly debated by government and wireless industry scientists and personnel. This study provides evidence that abnormalities exist in the EHS brain that are not present in the non EHS brain and could put an end to the debate on the existence of EHS. It also defies the widely held governmental and wireless industry stance that wireless devices and infrastructure have no consequences to human health and could impact the prevailing opinion of wireless radiation being deemed safe.

The Peoples Initiative Foundation will be holding a tele-press conference to take questions from the media Thurs. Dec. 7th @ 12 noon PST. The study's principle author, Dr. Gunnar Heuser will be on the call to take questions about the study, as well as Liz Barris, study organizer and one of the EHS cases in the study to take questions about EHS.

Journalists on deadline who RSVP by emailing: contact@thepeoplesinitiative.org with the # they will be calling in from will be given first priority in the tele-press conference queue.

Please call 515-739-1219 access code 283521#

Emergency back up # only in case above # has problem:

605-472-5616 access code 106520#

For free abstract and purchase of full text of the study with case pictures go here... <https://www.degruyter.com/view/j/reveh.2017.32.issue-3/reveh-2017-0014/reveh-2017-0014.xml>

Corrigendum and control pictures here...

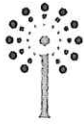
<https://www.degruyter.com/view/j/reveh.2017.32.issue-4/reveh-2017-0027/reveh-2017-0027.xml?format=INT>

www.thepeoplesinitiative.org

contact@thepeoplesinitiative.org

310-281-9639

SOURCE The Peoples Initiative Foundation



Isotrope, LLC

Ground-mounted facilities with no buildings within 300 feet must be surrounded by dense tree growth. Regardless of whether this criterion strictly applies in this case, the facility is surrounded by dense tree growth to the nearest property lines more than 200 feet away.

Overlay District Height

The tower can exceed the foregoing height criteria if it is within a Wireless Facility Overlay District. The applicant says the facility is in an overlay district. The 2016 zoning bylaw does not explicitly list the map/parcel as being within the overlay district.

The general clause allows parcels that are not subject to certain limitations. The applicant has not substantiated whether the proposed site is free of those limitations.

§174-5 C.(2) [The Wireless Facility Overlay District shall include]...

lands in the Town which are not located within the boundaries of the Mashpee National Wildlife Refuge, within one thousand (1,000') of a Historic District or of structures or places listed in the Massachusetts State Register of Historic Places, within the Otis A.N.G.B. Accident Prevention Zone within the R-3 or R-5 zoning districts or within three hundred (300') feet of the right of way of any designated scenic roadway.¹

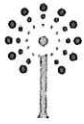
The parcel is within the R3 District (see footnote). Moreover, there is no evidence of a 1000' radius being studied for historic properties. Specific proof that the relevant roads are not designated scenic might be requested, as well.

If the facility is not within the overlay district, it appears a variance will be required to satisfy the Mashpee zoning bylaw. If so, there might be locations within the overlay district that would not require a variance.

Visual Impact Analysis

The application includes a visual impact analysis (Exhibit 6) prepared by Virtual Site Simulations, LLC ("VSS") based on a balloon test it conducted from the site. While the general structure of the

¹ Note that the reference to zoning districts R3 and R5 is not preceded by a comma. Literally, this phrase lacking the comma might be intended to mean "within the Otis A.N.G.B. Accident Prevention Zone within the R3 or R5 zoning district." The accident prevention district is in another part of town and overlaps only some R3 and R5 territory. It seems unnecessary to invoke R3 and R5 if the accident prevention district is the objective (assumes no comma); it also seems unnecessary to invoke the accident prevention district separately from the R3 and R5 if all R3 and R5 areas are the objective (missing comma). The latter interpretation (missing comma, making the overlay exclusion apply to all R3 and R5) would exclude substantial areas in Mashpee, making it very difficult to site a tower without a use variance.



Isotrope, LLC

photosimulation and visual impact report is consistent with current practice, we note what appear to be some discrepancies in scale.

The simulation of location #3 and the simulation of location #4 are markedly different in apparent size, despite the fact they are comparable distances from the proposed tower site (0.14 versus 0.17 miles – a 21% increase in distance). One would expect a proportional decrease in apparent size from photo #3 to photo #4. However, the photo #4 tower and antennas seem to be less than half of the size of those in photo #3.

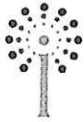
The balloons in the original photos for #3 and #4 are also mismatched. This suggests the original photos are taken with different degrees of lens zoom. Best practice favors using 50 to 85 mm equivalent focal lengths.²

It appears photo #4 was taken with a wider field of view, suggesting a wide-angle lens. This creates an unrealistically distant impression of the tower. The equivalent focal lengths of all images should be reported on each photo's legend. Images should be about 50 mm equivalent focal length, except for vista shots, where the viewer might visually attend to the tower, when up to 85 mm focal lengths would be appropriate.

The method of inserting the tower image is not disclosed. Best practice is based on a 3D CAD model of a tower, in which the image of the tower is corrected for perspective and distance. The closer the photo is to the tower, the more perspective (viewing up underneath the antenna platforms) the tower image should have. Both the focal length (and corresponding field of view) and the 3D model of the tower can be employed in a mathematically rigorous way to produce an accurate photosimulation.

The photosimulation service should provide a description of methodology that explains how the photos were taken, how the relative size of the tower was established, and how the perspective of the tower based on observer distance was established.

² It is customary to refer to focal lengths with respect to traditional 35 mm film formats. Digital cameras have different sensor sizes and correspondingly different focal-length-to-field-of-view ratios. This report uses 35 mm format *equivalent focal lengths* to normalize discussion of the images.



Photosimulation #3 at 0.14 mi.

Photosimulation #4 at 0.17 mi.

Same scale from both images.

Note how the #4 tower seems much more distant despite the minor change in camera distance.

Noise Analysis

A professional noise analysis was performed and documented (Exhibit 18) by Modeling Specialties. The noise analysis employed best practices to arrive at its conclusions.

Radio Frequency Energy Safety Analysis

The radio frequency energy safety analysis prepared by Dr. Haes (Exhibit 19) appropriately assesses the combined impact of multiple facilities that could operate at the site. Isotrope agrees with the Haes report's conclusions that the radio frequency emissions will be compliant with federal and state guidelines by a substantial margin. The general population will not be exposed to unsafe levels of emissions from the proposed facility.

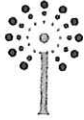
Co-Location

The applicant is in the business of providing tower space to wireless carriers and has an incentive to provide space to as many co-locators as possible. Two carriers are participating in the process, demonstrating commitments to occupy the tower.

Site Plans

The site plans (Exhibit 5) Prepared by Pro Terra Design Group show a facility with the typical configuration for multiple wireless carriers. The Verizon and T-Mobile equipment are laid out in the plan, accompanied by sufficient space reserved on the ground and the tower for two additional carriers. The Verizon installation employs the traditional 3-sector antenna arrays mounted on a triangular tower platform.

T-Mobile has begun employing four-sector arrays on square platforms. The additional sector enables T-Mobile to provide more capacity to the surrounding area by breaking it into four instead of three service sectors. The detail plan shows the square platform. The overall plan views of the site are simplified by showing the triangular form of the Verizon platform without the square T-



Isotrope, LLC

Mobile platform below it. Provided the reader is aware of this variation in platform design, there is no need to correct the drawings.

T-Mobile does not plan to use a generator. Verizon does. One propane tank is proposed, with space reserved for a second propane tank in the event another carrier proposed a generator for its facility. (The noise study included a hypothetical second generator and other carriers' equipment in a combined noise analysis.)

Fall Zone

A fall zone equal to the height of the tower plus appurtenances is required. The proposed tower has well more than the required ~150-foot setback from property lines.

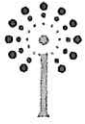
A legal interest in the fall zone is required of the applicant, "to meet the requirements of this section." It could be inferred that meeting the requirements means ensuring that in the future the fall zone will continue to protect "any property line, road, habitable dwelling, business or institutional use, or public recreational area..." The lease area is 100x100 feet, which is not enough to cover the fall zone. The applicant suggests "The Owner, the Town of Mashpee, understands the nature of the fall zone requirements under the Town and the Cape Cod Commission's regulations." The Commission could determine whether Town ownership is sufficient to meet this requirement, or if additional protections are in order.

Coverage or Capacity Problem

The Technical Bulletin seeks a demonstration of a coverage or capacity problem requiring a solution. No capacity statistics have been provided for the record, and the applicant's two tenants have provided coverage analysis to support their claims. Note that the determination of a "coverage or capacity problem" is not necessarily the same as a determination of a "coverage gap" under federal law.

As the Commission is aware, if a proposed wireless facility is not approved and the non-approval results in an effective prohibition of the provision of personal wireless service, the applicant has recourse under federal law (advice of counsel is always recommended in dealing with the federal obligations for the placement of wireless facilities). In this report, the focus is on the applicant's tenants' description of a "coverage problem" and not on whether there is a significant gap in wireless service.

Prospective tenants Verizon and T-Mobile provided coverage analyses of their networks in the area of the proposed tower. Verizon notes three roads with 2500-5000 vehicles per day are in the affected area, plus streets, residences and businesses within the area of, and including, Red Brook Road, Great Oak Road, Great Neck Road South, Monomoscoy Road and Rock Landing Road.



Verizon

Verizon provides coverage maps that rely on its customary signal level thresholds for service to areas developed like the Mashpee area is (-95 dBm RSRP). Existing coverage is below this threshold in the targeted area. Verizon uses the coverage from its 700 MHz licenses, because this is the most optimistic. In other words, 700 MHz goes the farthest through terrain and vegetation, so it is a good indicator of the maximum service area available from existing facilities.

The proposed site is on the southern edge of coverage from the existing Mashpee site about 1.5 miles to the north. Ordinarily, wireless carriers prefer to place new facilities in the middle of the area of poorest service. This would be about $\frac{3}{4}$ mile south of the proposed site, near the intersection of Hush Road and Great Oak Road.

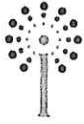
To compensate for the proposed location being offset to the north, the Verizon facility design is not intended to fully cover a 360-degree service area. Instead, the blue wedges on the coverage map show that the proposed facility would focus antennas to the east, south and west, ignoring the northerly direction. A location more to the south would better serve the densely developed New Seabury area, providing better coverage and more capacity to where the demand for services is likely the highest.

There remains a pocket in Popponesset that would not realize substantial improvement in service from the proposed facility. Future expansion might need to rely on utility-pole and rooftop-mounted small cells to provide fill-in coverage and capacity during peak season.

Verizon has provided no data on whether the proposed height is necessary. Clearly, the proposed tower is intended to co-locate potentially all four of the current wireless carriers, and establishing the minimum height for Verizon is not a way to literally establish the tower height, unless the proposed height needs to be mitigated at the expense of potential co-location.

It could be helpful to see projected Verizon coverage from a 125-foot tower (121 ft center) and a 100-foot tower (96 ft center), overlaid on existing coverage. This helps show how 700 MHz coverage would diminish not only for Verizon, but for other potential co-locators, as the height is reduced. This will help inform a decision whether 150 feet is reasonable and necessary from the standpoint of coverage, co-location and visual impact.

The Verizon drive test map is reasonably consistent with the computer predictions, which validates the computer predictions. The drive testing was done with no foliage, so it is expected to show better coverage than the computer predictions, which it does.



T-Mobile

T-Mobile makes a slightly different presentation. T-Mobile ignores its 700-MHz frequency band and provides coverage analysis for its weakest service – 2100 MHz. This understates the total coverage because T-Mobile has a 700 MHz license and is building out a 600 MHz license. These lower frequencies penetrate terrain and foliage much better than 2100 MHz. For now, T-Mobile focuses on 2100 MHz because it has substantially more capacity than the 700 MHz license. Under T-Mobile's circumstances, we recommend that both the 2100 MHz service and the 700 MHz service be shown together. The 700 MHz coverage shows how far the T-Mobile facility can reach with a specific grade of service, while the 2100 MHz coverage shows where high demand for capacity (densely developed or occupied areas) is best.

T-Mobile also shows two tiers of coverage – in-building (green at -97 dBm, similar to Verizon's maps) and in-vehicle (yellow at -114 dBm, not shown by Verizon). T-Mobile demonstrates that in vehicles and outdoors, its existing coverage (at 2100 MHz) in the area near the proposed tower is readily available. In-vehicle coverage dissipates in the areas of New Seabury and Popponesset.

T-Mobile's drive test map is much more pessimistic than the coverage predictions. Since the drive testing was performed by a different party than that were the computer predictions, there may be some differences in method that are not reconciled. We rely on the computer-predicted maps.

Like Verizon, T-Mobile's dominant coverage needs are substantially south of the proposed site. T-Mobile's best coverage at 2100 MHz falls on the least densely populated area to be served by the proposed tower, including the wildlife refuge.

T-Mobile also provides no evidence of the need for the height proposed. The same trade-offs between coverage and tower co-location apply to T-Mobile as they do to Verizon (discussed above).

T-Mobile could provide coverage maps using the -97 dBm threshold for 2100 MHz (and its equivalent at 700 MHz) to illustrate the two stages of in-building coverage available today, and with the proposed facility. Then it could add coverage analysis from a 125-foot tower (110 ft antenna center height) and a 100-foot tower (85-foot antenna center height). These will inform findings about height versus coverage, co-location potential and visual impact.

Coverage Need in General

In general, the two sets of coverage analysis suggest that the New Seabury and Popponesset areas will obtain improved service from the proposed tower, in addition to the roads and lighter development near the proposed tower. However, the sheer density of these areas suggests that in the long run, additional facilities will be needed central to New Seabury and Popponesset to handle the volume of demand (capacity) and the need for better signal strength (coverage and



Isotrope, LLC

capacity) in these developed areas. Local regulations should anticipate this future need by encouraging low-impact facilities such as small cells on utility poles and rooftops in these densely developed areas.

Telecommunications Act of 1996

If there is sufficient reason under DRI regulations to not approve the proposed tower, the Commission is obliged to avoid making a decision that effectively prohibits the provision of personal wireless services in the subject area. Assuming there is what the courts would consider to be a significant gap in service, there would have to be alternatives for the applicant's tenants to the proposed tower. An assessment of potential alternative locations would determine whether non-approval would cause an effective prohibition. It is encouraging that the Mashpee zoning bylaw contemplates wireless facilities on any parcel that complies with the several specific limitations. Whether any such parcels are nearby, or potentially farther south has not been explored. If the Commission is inclined to not approve the application, further work on alternatives is recommended first.

David Maxson, WCP

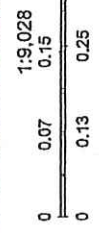
August 10, 2018

wireless tower



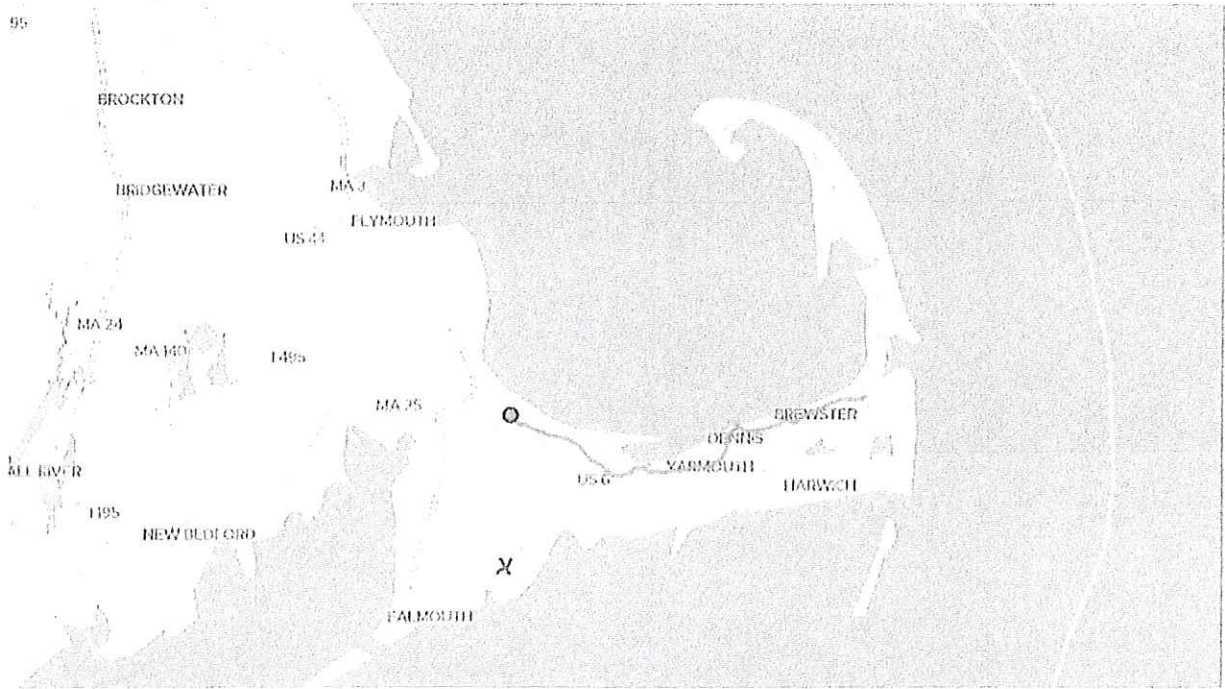
May 11, 2018

- Override 1
- Tower Overlay
- Parcel Lines
- Street Names
- Mashpee_Boundary



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Attachment 3: Scenic Byways



X = Approximate project location

----- = Old King's Highway (Rt. 6A)

* This letter was submitted to the Cape Cod Commission to validate proper zoning you will notice that R-3 and R-5 zoning is not addressed in this letter by town council
Rodney C. Collins

From: Patrick Costello <pcostello@lccplaw.com>
Sent: Monday, September 24, 2018 4:49 PM
To: Rodney C. Collins
Subject: RE: Cell Tower - Mashpee Firestation

Town Manager Collins:

Per your request, I submit the following summation of the basis for my opinion that the subject Town property on Red Brook Rd. is included within the Wireless Facility Overlay District defined in the Town Zoning Bylaw. My reading of the Zoning Bylaw, §174-5.C.2, which provides that "The Wireless Facility Overlay District shall include..... all other lands in the Town which are not located within the boundaries of the Mashpee National Wildlife Refuge.... (emphasis added)" would exclude from the Overlay District only those lands which have been acquired in fee by a Refuge partner or otherwise duly restricted by a record easement or other restriction imposed by a Refuge partner for compatible wildlife-dependent recreational and other uses. The subject parcel has not yet been so acquired or restricted, thus, it is not yet "within the boundaries of" the Refuge. As such, I believe it is located within the Wireless Facility Overlay District.

The intent of the key language of the subject Zoning Bylaw ("within the boundaries of the Mashpee National Wildlife Refuge") could, arguably, be subject to varying interpretations. The Bylaw could well have specified "within the acquisition boundaries of the Mashpee National Wildlife Refuge" (to the extent that "acquisition boundary" is an otherwise specifically defined term) to avoid any ambiguity, but it doesn't do so. Construing the terms of the Bylaw by their plain language would warrant the position that the boundaries of the Refuge are determined by the boundaries of those protected lands acquired or secured by Refuge Partners.

Pat

Patrick J. Costello
Louison, Costello, Condon & Pfaff, LLP
101 Summer Street
Boston, MA 02110
617-439-0305
(fax) 617-439-0325

NOTE: This e-mail is a confidential and privileged communication between Louison, Costello, Condon & Pfaff, LLP and the the intended recipient. To the extent this communication contains legal advice or counsel, it is not intended to be a public record to the extent exempted under the doctrine of attorney/client privilege or any other applicable authority. Use of the information contained in this e-mail by anyone other than the intended recipient is prohibited. If you have received this message in error, please notify the sender immediately and promptly destroy any record of this e-mail.



Thinking outside the sphere

Review of Blue Sky Towers DRI Application for Cell Tower at Mashpee Fire Station 2

The Cape Cod Commission engaged Isotrope to review the DRI application by Blue Sky Towers II, LLC to build a wireless facility and 150-foot monopole cell tower at the Mashpee Fire Station site at 101 Red Brook Road. Personal Wireless Service providers T-Mobile and Verizon participate in support of the application by providing the required information about wireless coverage needs.

Isotrope focused on the site plans, visual impact analysis, wireless coverage analysis, radio frequency energy safety analysis and noise analysis. The wireless coverage analysis is addressed under the aegis of the Wireless Technical Bulletin 97-001, as revised.

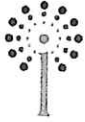
Recommendations

Several suggestions are made in this report:

- Verizon could provide proof of need for the height by providing coverage analysis 25 feet lower and 50 feet lower. (It is explained that height also benefits co-location, so the requested information informs the findings, it does not dictate a lower height.)
- T-Mobile could refocus its coverage analysis on in-building only and overlay coverage from both 700 MHz and 2100 MHz licenses. (caveats to this format are discussed in the narrative)
- T-Mobile could provide proof of need for the height by providing coverage analysis 25 and 50 feet lower.
- It is not clear why the applicant asserts the facility is in the Mashpee Wireless facilities Overlay District. Additional evidence is recommended, as this affects the required findings of the Commission.
- The visual impact analysis contains some discrepancies that could be corrected. (see discussion for details)

Technical Bulletin

The Wireless Technical Bulletin has performance criteria for a proposed wireless communications facility. It also contains submission guidelines for applications. To the extent we identify additional material would be helpful, it is recommended herein. This report does not endeavor to perform a checklist review of the materials submitted.



Location

The applicant was unable to identify existing structures within the general service area of the proposed tower that could be used in lieu of a new tower. If the Commission or the public have any suggestions, we and the applicant can review them.

Dimensional Requirements

General Height

The Technical Bulletin imposes an average-height-of-buildings-within-300-feet criterion for establishing the permissible tower height. For wireless communication facilities, this criterion is generally not viable. Also, because there are so few buildings near the proposed facility, the average height criterion is not relevant to the conditions. An average building height criterion can be helpful in densely developed areas, such as downtowns.

The Technical Bulletin says the tower design must be camouflaged if it exceeds the height limits of the zoning district. The proposed tower arguably does not exceed the zoning height limit in Mashpee. This is because the customary district height limit is preempted in the Mashpee zoning bylaw for wireless towers. The Mashpee zoning district height limit is preempted by footnote 4 of the Mashpee Zoning Bylaw Land Space Requirements Table (§174-31). The Mashpee zoning bylaw has tower height regulations that are like the requirements in the Technical Bulletin. (General height, Ground-mounted Height, etc.) Within the Mashpee Wireless Facility Overlay District, tower heights may be to 100 feet with a waiver to up to 200 feet allowed under appropriate circumstances.

Camouflage under the Technical Bulletin relates to the materials and design of the antenna structure, not to the screening by vegetation. If the camouflage requirement applies, additional discussion is necessary to address the camouflage requirement. However, because the Mashpee height limit is not exceeded, perhaps the Technical Bulletin camouflage requirement does not apply, or is eligible for waiver because of the wooded location and visual impact analysis. It is left to the Commission to make an interpretation.

Ground-Mounted Tower Height

The Technical Bulletin applies a combination height limit for Ground-Mounted Facilities. It invokes the average-building-height criterion and allows a tree-height criterion if there are no buildings within 300 feet. No 300-foot radius was seen on the submitted plans, however it is safe to observe that within 300 feet there is only the fire station building, which is on the same parcel. The tree-height criterion has the same conflict with good engineering practice, in typical cases, as the average-building-height criterion; both are in opposition to the needs of wireless facilities in most cases to be near or above the peak building or tree height in a given location.

Zoning

- Attached are two letters sent to the Cape cod Commission to validate proper zoning in the Wireless Overlay District. As you can see neither letter fully validates proper zoning
- Attached is the Wireless Overlay District map voted on and accepted at October 1998
- Town Meeting and accepted by the state Jan.1999. As the map shows the proposed location is clearly NOT in the Wireless Overlay District
- If the applicant Blue Sky Towers chooses to continue with the special permit process for a wireless facility outside the wireless overlay district, the fire station building is approx. 180-200' away thus triggering to zoning section to allow by special permit a tower 10' taller than the fire station building

Proposed Coverage

There are three packets of coverage charts as follows

#1 T-mobile using 2100 MHZ

#2 T-mobile using 700 MHZ

#3 Verizon using 700 HHZ

- A) As David Maxon notes in his report and as you can see from my notes the proposed tower will not completely solve the coverage problem leaving some of the most densely populated areas with unchanged coverage
- B) You can see that there is a large discrepancy between T-mobile and Verizon as far as coverage at the same 700 MHZ. If Verizon cannot cover Popponesset at the higher position on the tower how is T-mobile claiming to cover it at a lower position on the tower?
- C) It is not clear if T-mobile will be using 2100 MHZ ,700MHZ or both

* this letter was submitted to the Cape Cod Commission to validate proper zoning you will notice that R-3-B-5 Zoning is not marked "COMPLIANT"



OFFICE OF THE TOWN PLANNER

MASHPEE PLANNING DEPARTMENT

MEMORANDUM

To: Mr. Jonathan Idman, *Chief Regulatory Officer, Cape Cod Commission*

From: Mr. Evan Lehrer, *Town Planner*

Date: August 21, 2018

Re: 101 Red Brook Road Wireless, Tower Development of Regional Impact:
Consistency with Local Land Development Regulations and Comprehensive Plan

Zoning

Personal Wireless Service Facilities are discussed in Article IX: Special Provisions of the Mashpee Zoning bylaw. **Wireless facilities of the height proposed by the applicant are allowable by Special Permit from the Planning Board only within the Wireless Facility Overlay District.**

§174-45.3(C)(3)

"A personal wireless service facility that exceeds the height restrictions of Subsections E(1) through (5) may be permitted by Special Permit, as specified in Subsection C(2), in a designated Wireless Service Overlay District provided that the proposed facility complies with the height restrictions of Section E(6), and all of the setback and other regulations set forth in this section."

At 150' in height, the proposed monopole exceeds the height restrictions of §174-45.3(E)(1) and may be permitted within the Wireless Facility Overlay District as the proposed height complies with Subsection E(6).

- Planning Board may grant a waiver for any tower higher than 100' but not more than 200'.
- Monopoles preferred

NOTE: PLANNING BOARD HAS DISCRETION TO REDUCE REQUIRED FALL ZONE AND OR SETBACK DISTANCE UP TO 50% OF TOTAL HEIGHT.

§174-5 Establishment of Zoning Map:

The Wireless Facility Overlay District shall include:

1. The area within the two hundred ten (210') foot wide Commonwealth Electric Company transmission line easement running generally east-west between the Falmouth town line and the Barnstable town line, except that portion within the boundaries of the Otis A.N.G.B. Accident Prevention Zone; **COMPLIANT**
2. all other lands in the Town which are not located within:
 - the boundaries of the Mashpee National Wildlife Refuge, **COMPLIANT***
 - within one thousand (1000') feet of the mean high water line of a Great Pond or a tidal water body, **COMPLIANT**



MASHPEE PLANNING DEPARTMENT

- within Historic Districts, within one thousand (1000') feet of a Historic District or of structures or places listed in the Massachusetts State Register of Historic places, **COMPLIANT**
- within the Otis A.N.G.B. Accident Prevention Zone R-3 or R-5 Zoning Districts
- or within three hundred (300') feet of the right of way of any designated scenic roadway. **COMPLIANT**

Initial review of the application for this project showed that 101 Red Brook Road is located within the acquisition boundary of the refuge but not actually included as a parcel that is member to the Mashpee National Wildlife Refuge's composition. It is considered "unprotected land that has the potential for being developed" and should thus be identified as within the Wireless Facility Overlay as defined within the Mashpee Zoning Bylaw.

Attachments:

Attachment 1 shows a map generated using the Town of Mashpee Interactive GIS Mapping tool. Further research has shown that the interactive map fails to show greater detail with regard to the parcels included in the National Wildlife Refuge. The interactive map shows the acquisition boundary of parcels recommended for inclusion within the Refuge, but not all parcels were acquired for this use and are not under the same protection as indicated by the map shown in Attachment 2 from the US Fish and Wildlife Service.

The US Fish and Wildlife Service was notified of this proposal and a phone conversation corroborated that there are no issues with development at 101 Red Brook Road. **It has been my determination that this parcel is within the acquisition boundary of the refuge but not technically included as part of the Mashpee Wildlife Refuge and should thus be identified as within the Wireless Facility Overlay.**

The proposal is not within the mean high water line. It is miles from the only historic district in Mashpee (Main St.), and miles from Route 6A (Old King's Highway), the only designated scenic roadway on Cape Cod.



MASHPEE PLANNING DEPARTMENT

Local Comprehensive Plan

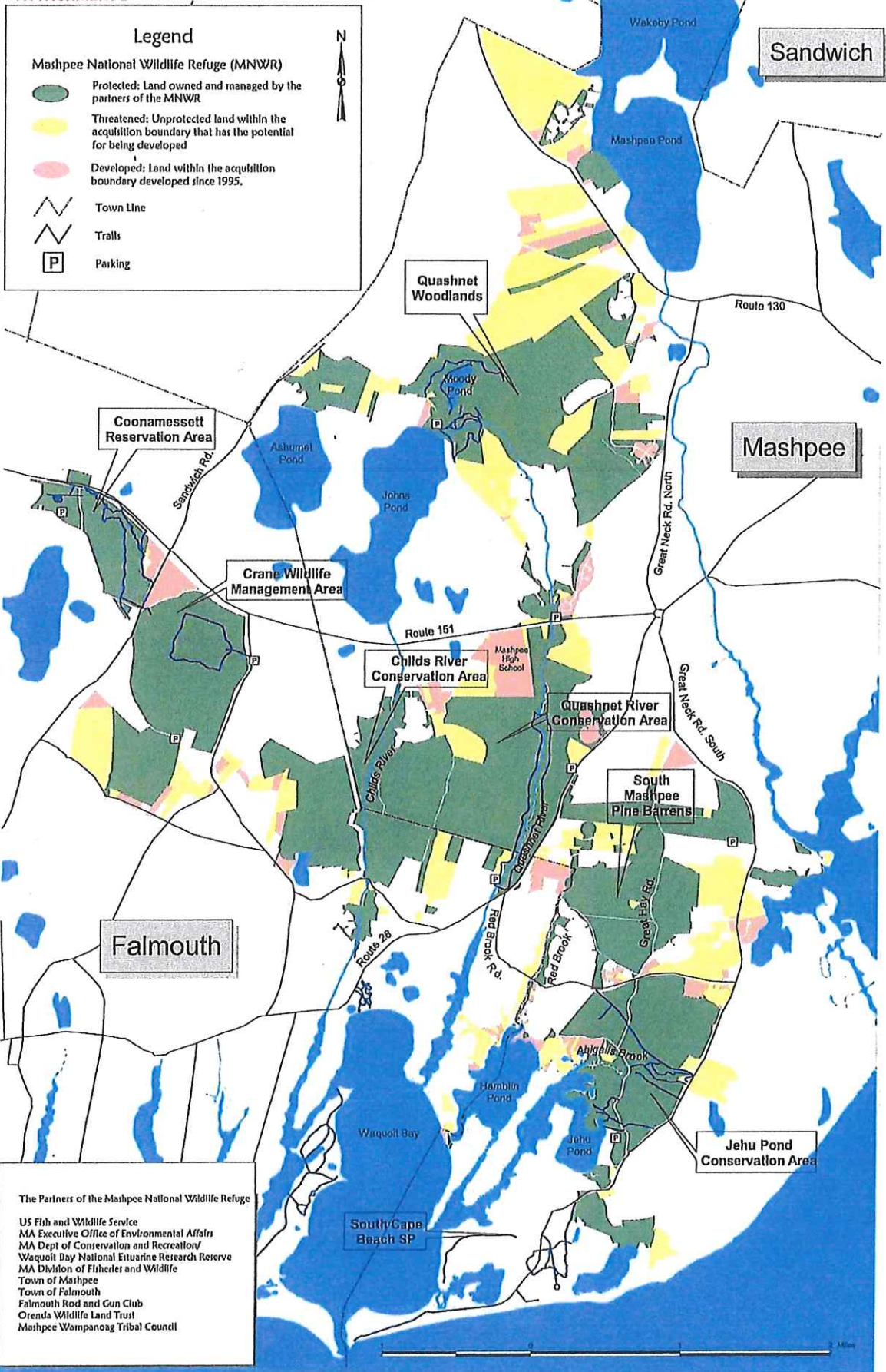
The Cape Cod Commission certified Mashpee's Comprehensive Plan on July 30, 1998. Data used to craft the plan was collected as early as 1992. Given the significant need to update the plan I will cite the Mashpee Zoning Bylaw's reference to the Wireless Facility Overlay's consistency with the approved plan. I don't believe the 1998 Comprehensive Plan will provide the most accurate long range planning vision and goals of Mashpee's demographic today.

The purpose and intent of the Personal Wireless Service Facilities Section of the Zoning Bylaw reads,

"The regulation of personal wireless service facilities is consistent with the purposes of the Mashpee zoning bylaw and the planning efforts of the town through its comprehensive plan, including those intended to further the conservation and preservation of developed, natural and undeveloped areas, wildlife, flora and habitats for endangered species, the preservation of coastal resources, protection of natural resources, balanced economic growth, the provision of adequate capital facilities, the coordination of the provision of adequate capital facilities with the achievement of other goals and the preservation of historical, cultural, archaeological, architectural and recreational values.

Mashpee National Wildlife Refuge

ATTACHMENT 2



This report was authored by Mr. David Maxon of Isotrope Wireless. He is the Cape Cod Commission's hired consultant for this cell tower project. As you can see Mr. Maxon has multiple issues with the project including but not limited to:

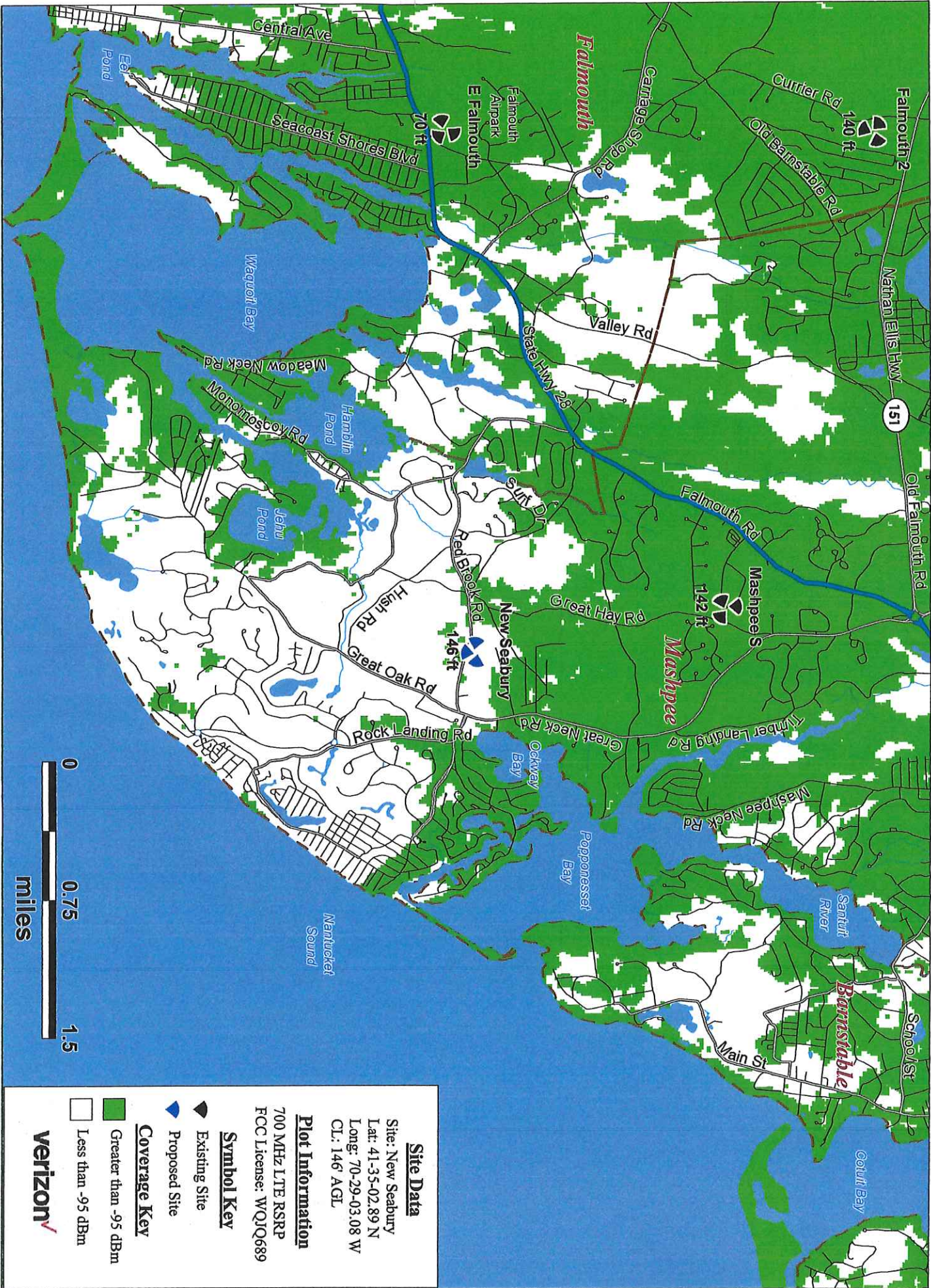
- Proof of proper zoning
- Proof of needed height
- Proof of "coverage capacity problem" or "coverage gap"
- Location of the tower in relation to coverage needed
- Suggest it should be located further south
- Does not fully address the proposed coverage area
- Will need additional tower or small cell O.D.A.S. system for proper coverage
- Coverage tests were done with no foliage to show better coverage
- Not clear if T-Mobile will use 700 MHZ or 2100 MHZ
- Suggest encouraging low impact facilities such as (O.D.A.S.) using utility poles to properly cover the area

As you can see there are multiple issues addressed in this report that the Cape Cod Commission chose to ignore in their approval. We feel this board will have the best interests of the Town of Mashpee in mind when reviewing this proposal.

PG-1 Verizon note: existing coverage on Attachment A and C Do not match

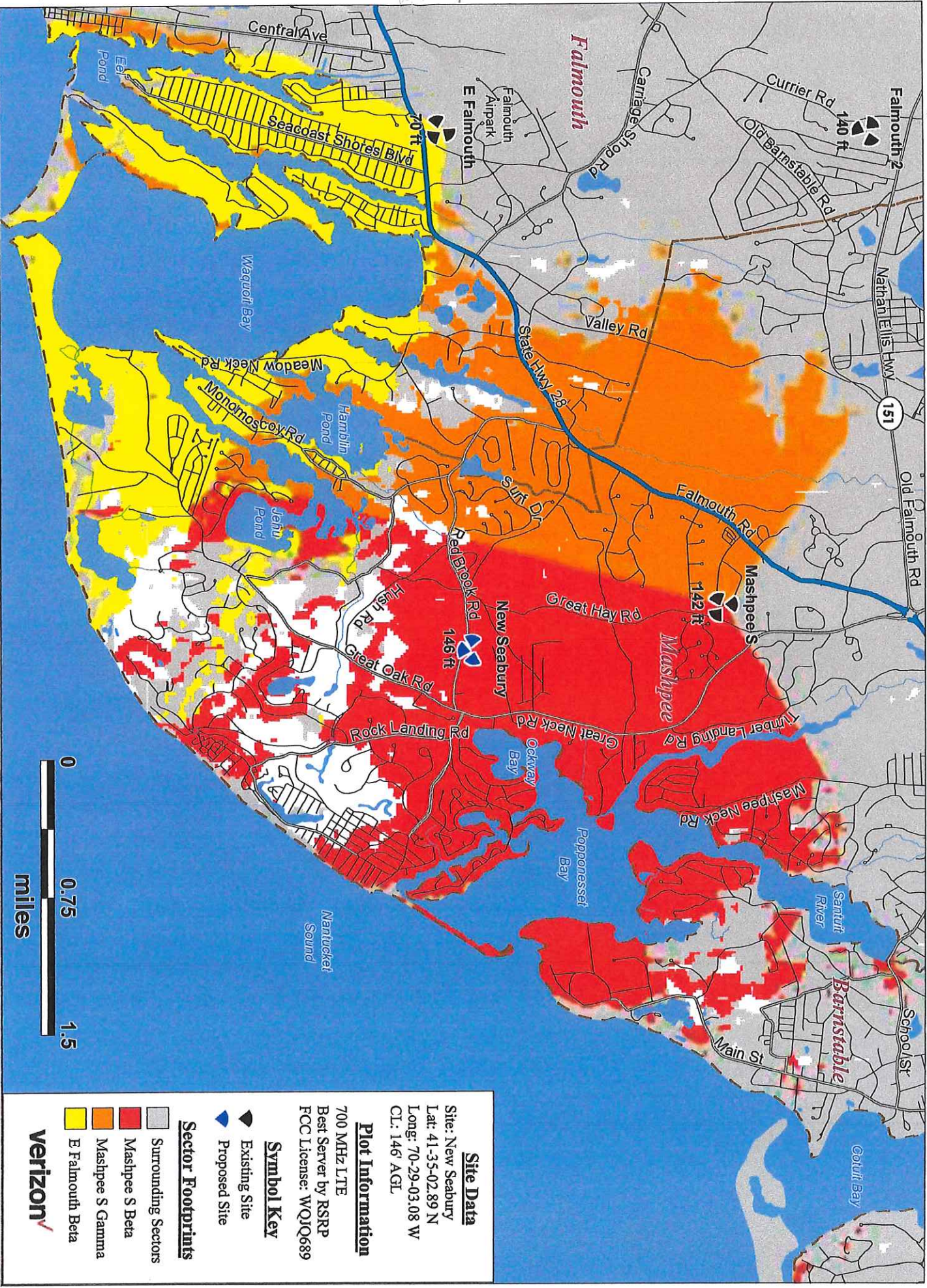
Attachment A:
New Seabury - Existing 700 MHz LTE Coverage

Map Prepared 4/3/2018



Attachment C:
New Seabury - Existing 700 MHz LTE Sector Footprints

Map Prepared 4/3/2018



Site Data

Site: New Seabury
 Lat: 41-35-02.89 N
 Long: 70-29-03.08 W
 CL: 146' AGL

Plot Information

700 MHz LTE
 Best Server by RSRP
 FCC License: WQJQ689

Symbol Key

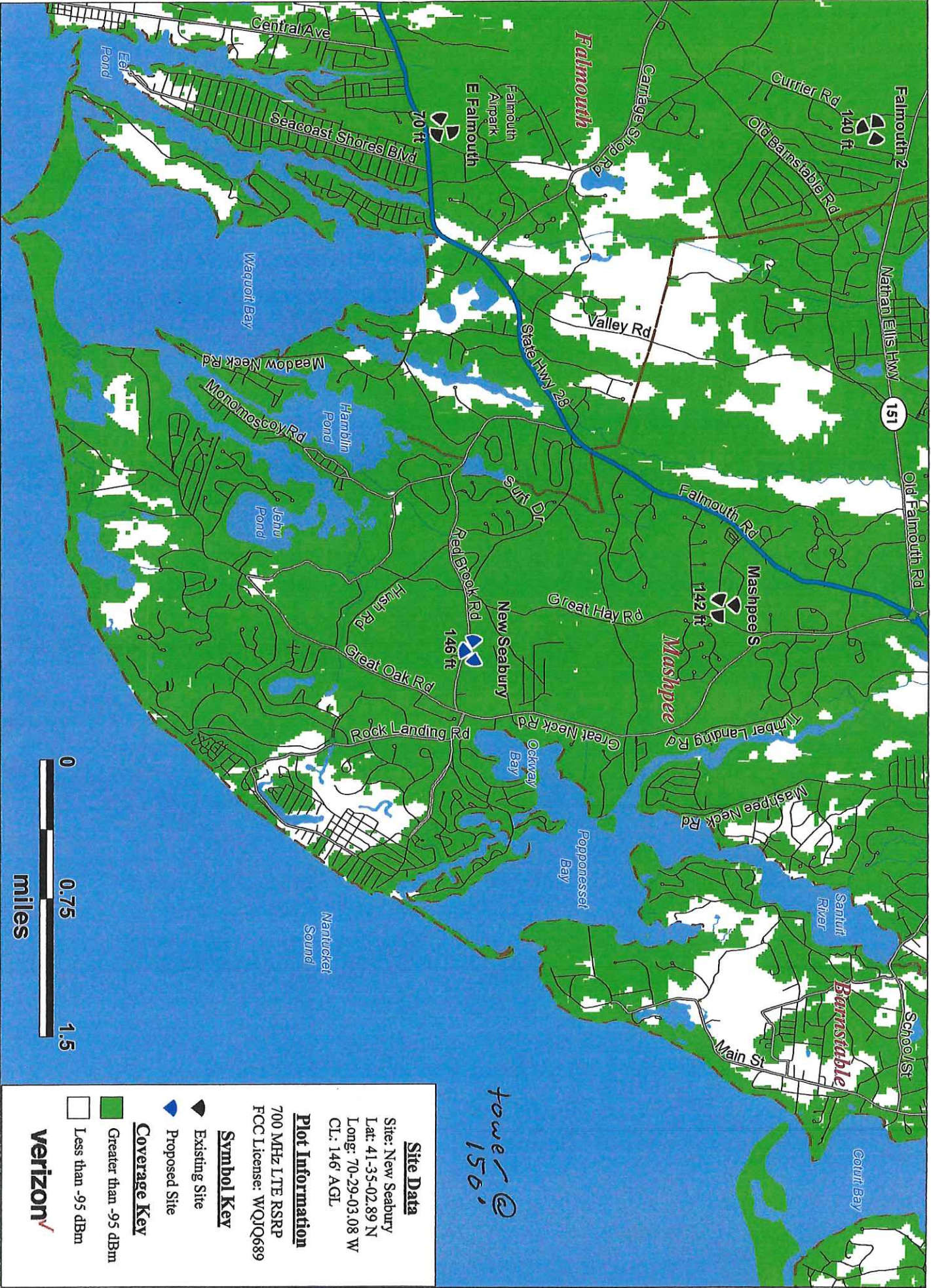
- ▲ Existing Site
- ◆ Proposed Site

Sector Footprints

- Surrounding Sectors
- Mashpee S Beta
- Mashpee S Gamma
- E Falmouth Beta



pg - 3 VERIZON Note: large white area mostly Popponesset will
 Attachment B: See no improvement more sites will be needed
 New Seabury - 700 MHz LTE Coverage with Proposed Site
 Map Prepared 4.3.2018



Site Data
 Site: New Seabury
 Lat: 41-35-02.89 N
 Long: 70-29-03.08 W
 CL: 146 AGL

Plot Information
 700 MHz LTE RSRP
 FCC License: WQJQ689

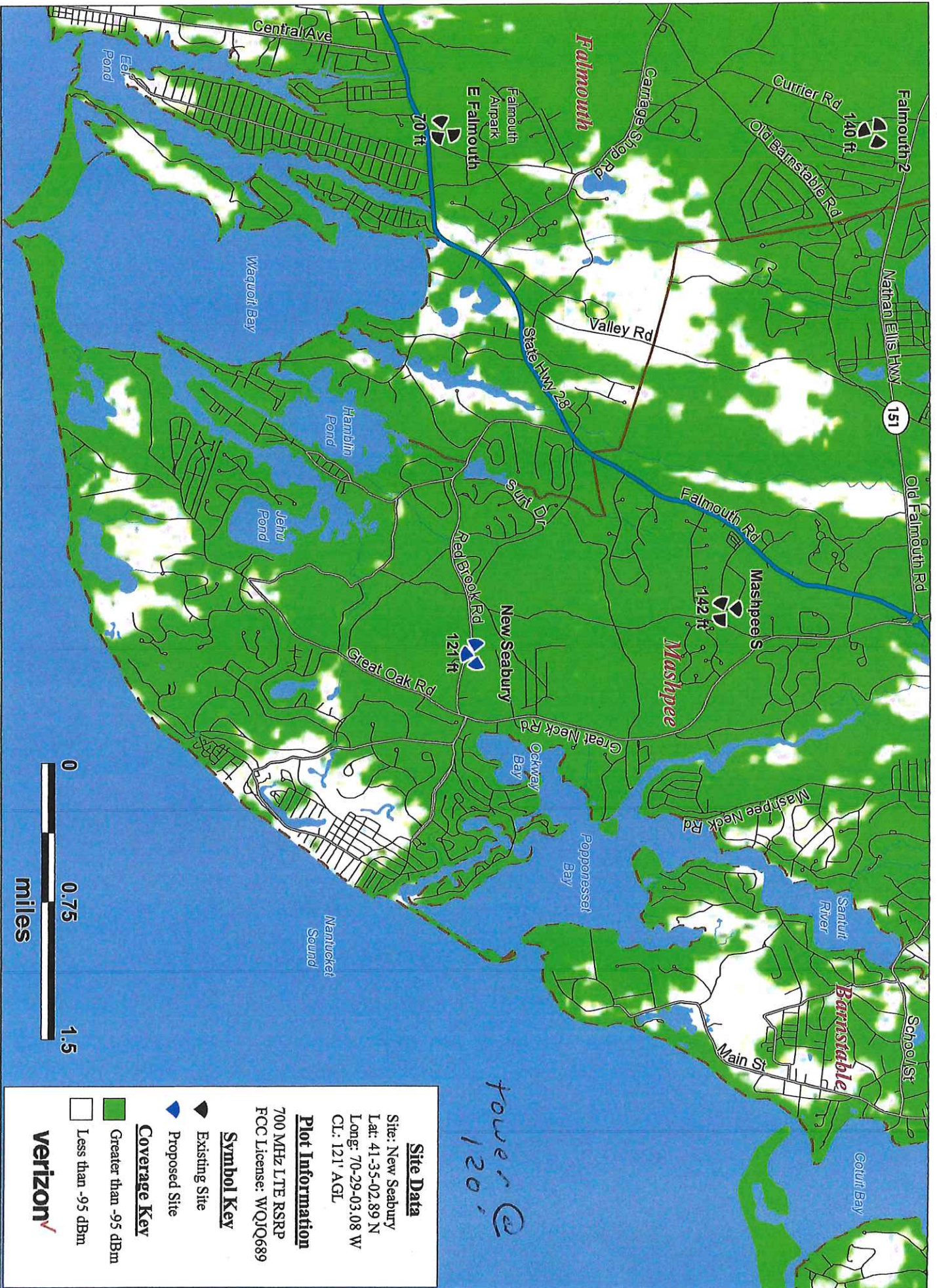
Symbol Key
 Existing Site
 Proposed Site

Coverage Key
 Greater than -95 dBm
 Less than -95 dBm

verizon

PG-4 See note PG-3

New Seabury - 700 MHz LTE Coverage with Proposed Site at 121 ft



tower @ 120'

Site Data

Site: New Seabury
 Lat: 41-35-02.89 N
 Long: 70-29-03.08 W
 CL: 121' AGL

Plot Information

700 MHz LTE RSRP
 FCC License: WQJQ689

Symbol Key

- ▲ Existing Site
- ▲ Proposed Site

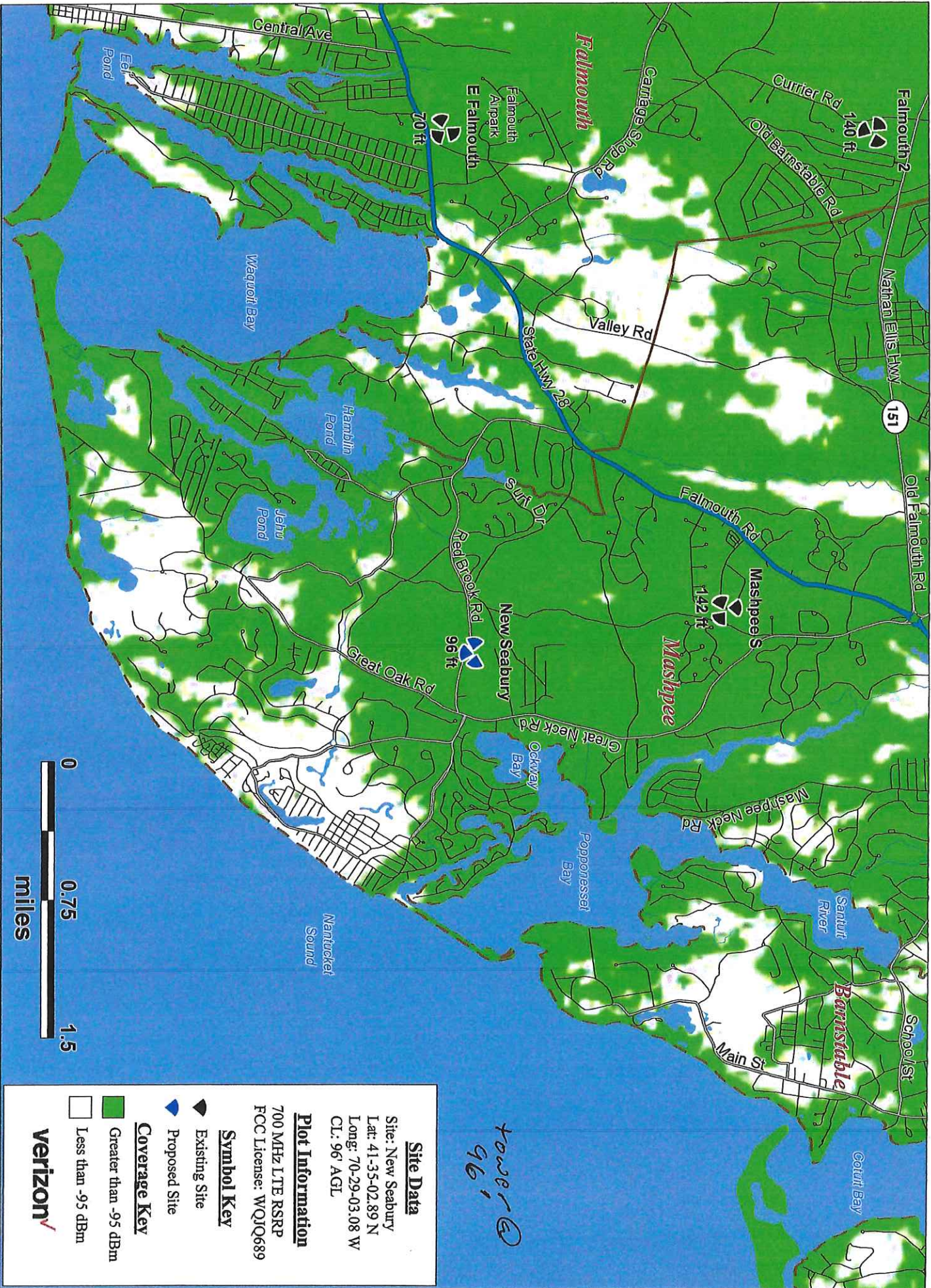
Coverage Key

- Greater than -95 dBm
- Less than -95 dBm



PG-5 Verizon see note PG-3

New Seabury - 700 MHz LTE Coverage with Proposed Site at 96 ft



Site Data
 Site: New Seabury
 Lat: 41-35-02.89 N
 Long: 70-29-03.08 W
 CL: 96 AGL

Plot Information
 700 MHz LTE RSRP
 FCC License: WQJQ689

Symbol Key
 Existing Site
 Proposed Site

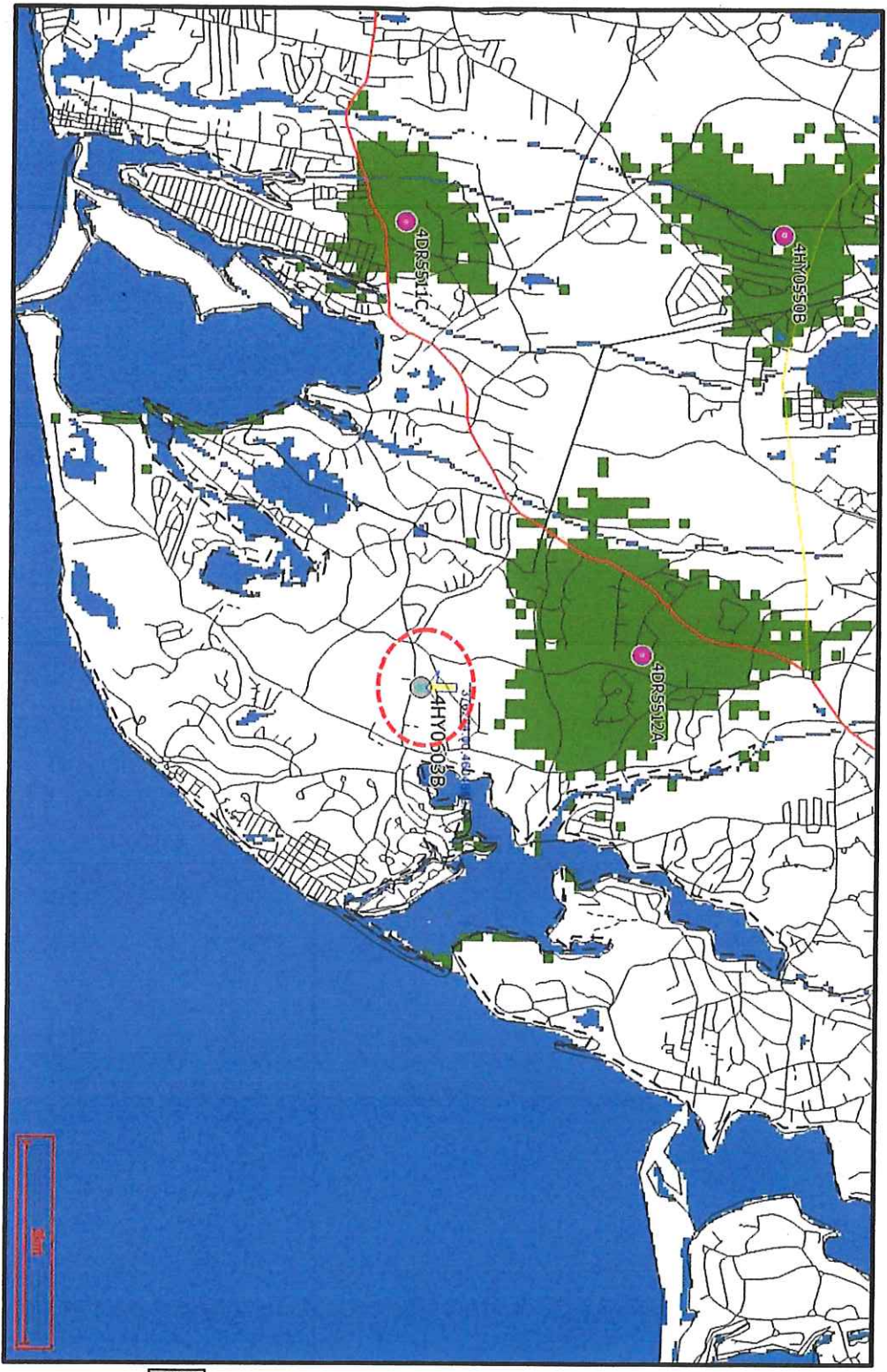
Coverage Key
 Greater than -95 dBm
 Less than -95 dBm

verizon

tower @ 96'

Existing LTE L2100 MHz Coverage in Mashpee, MA

9/5/18

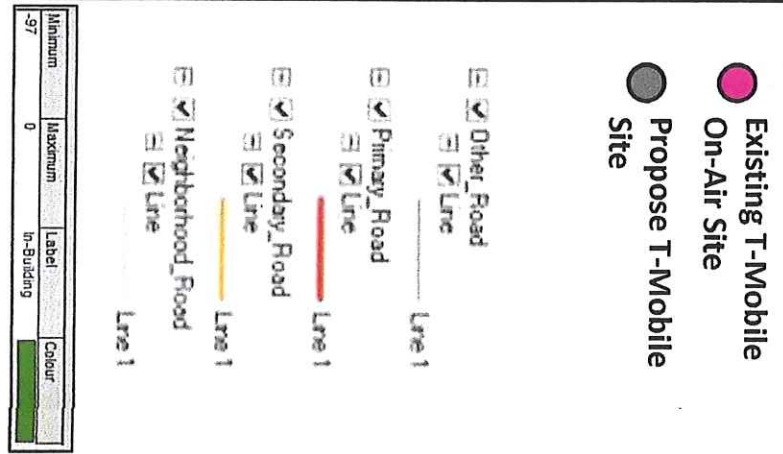
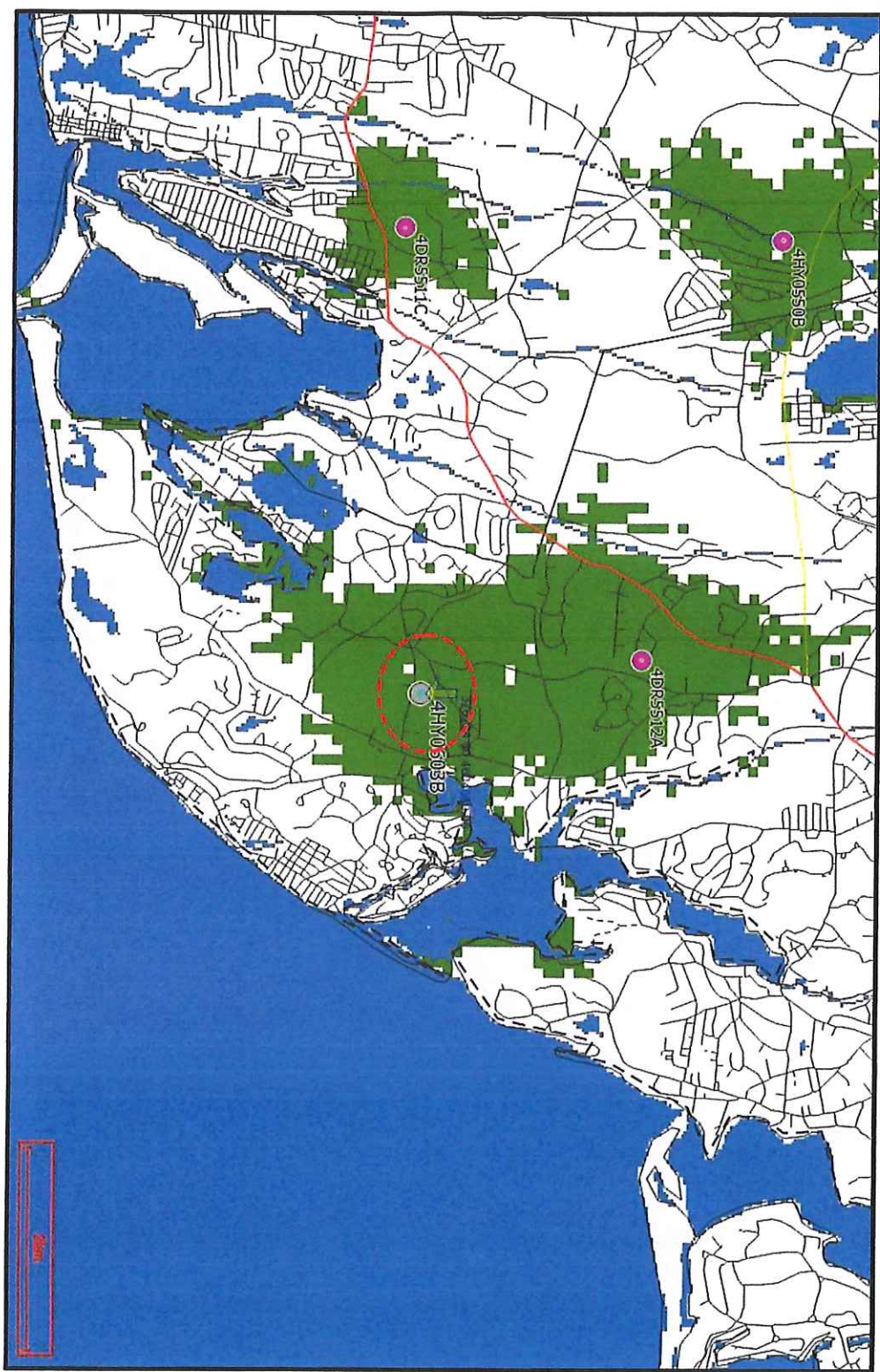


- Existing T-Mobile On-Air Site
- Propose T-Mobile Site
- Other_Road
- Primary_Road
- Secondary_Road
- Neighborhood_Road

Minimum	Maximum	Label	Colour
-97	0	In-Building	

PL 2 t - mobile 2100 MHz

Note: the improvement in coverage (Green area) is mostly concentrated in the uninhabited Mashpee wild life refuge and very little to no improvement in the targeted New Seabury and Popponesset area
 Propose LTE L2100 MHz Coverage with Primary Candidate at 101 Red Brook Road, Mashpee, MA at Height of 135 Feet

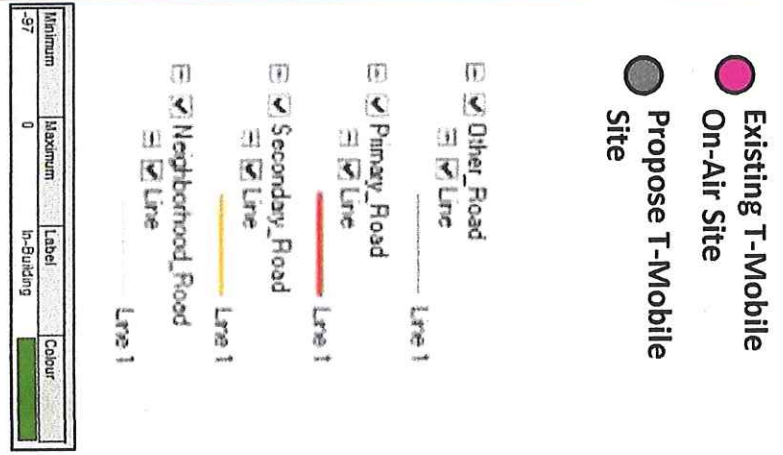
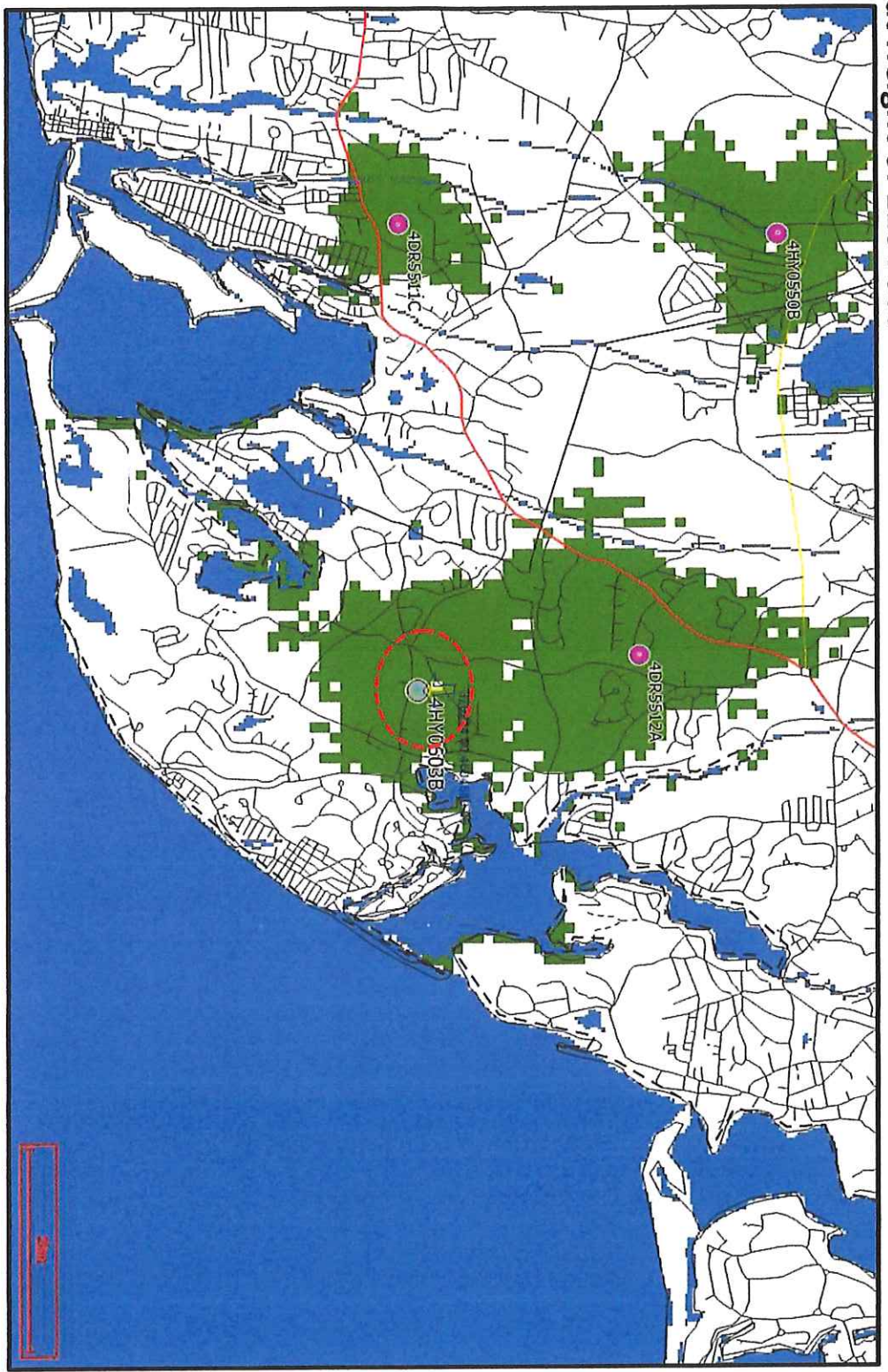


PG-4 f - mobile 2100 MHz

See Note PG-2

9/5/18

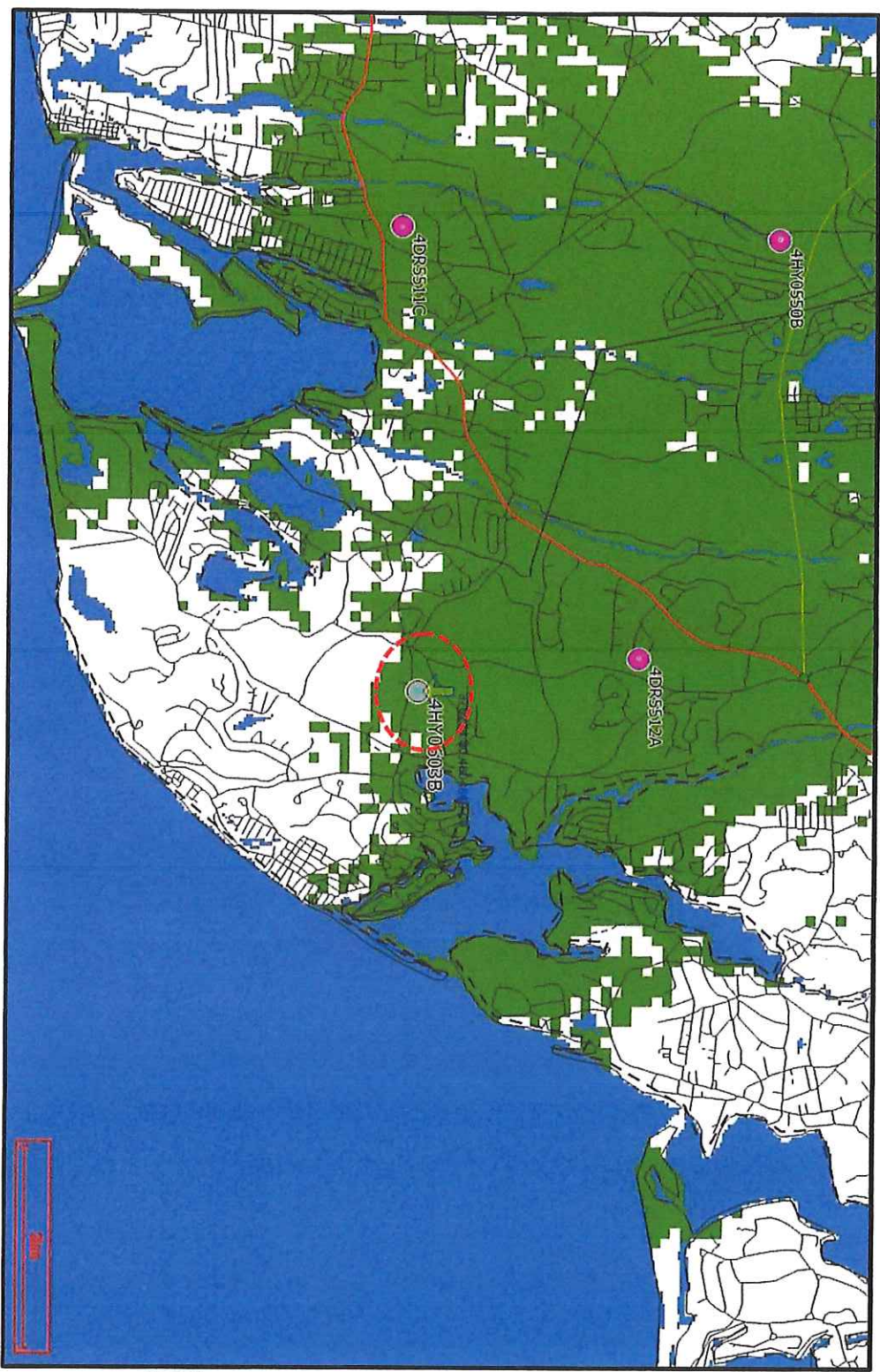
Propose LTE L2100 MHz Coverage with Primary Candidate at 101 Red Brook Road, Mashpee, MA at Height of 110 Feet



+ mobile 700 MHz

Note: Proposed Tower is the extreme north of the target area (red circle)

Existing LTE L700 MHz Coverage in Mashpee, MA



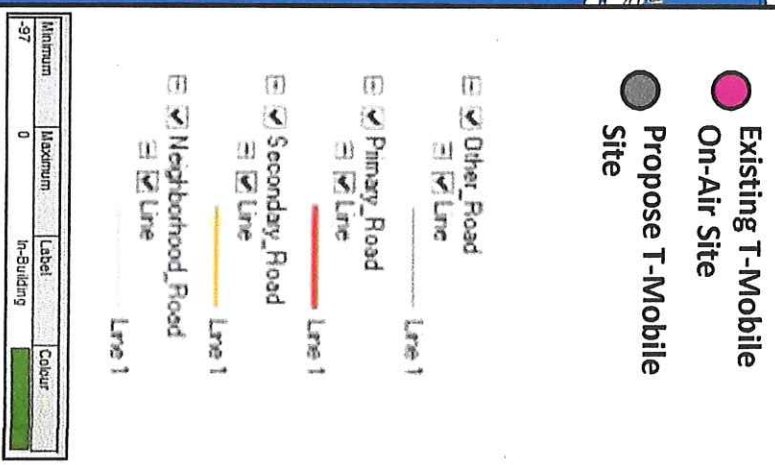
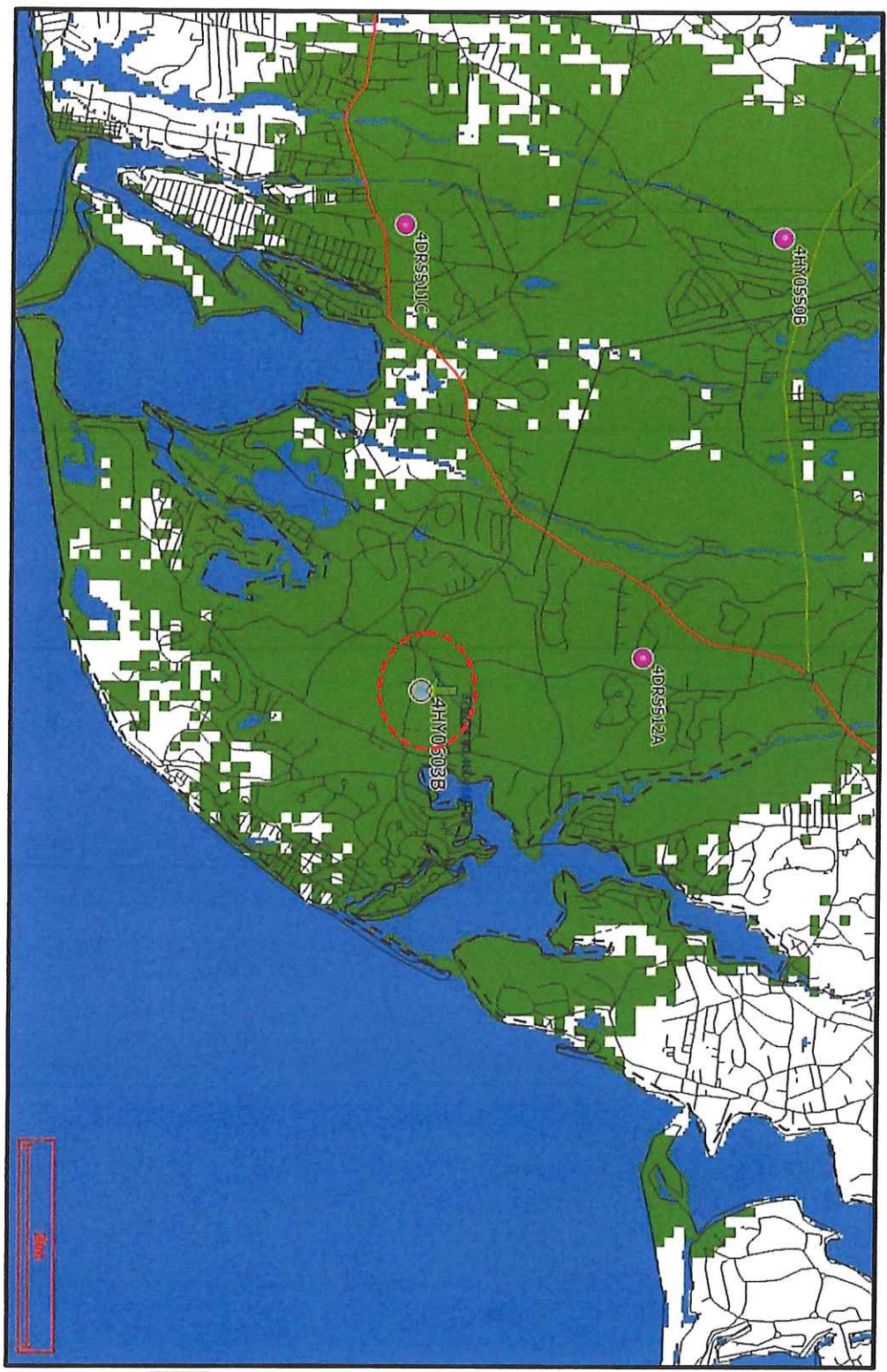
- Existing T-Mobile On-Air Site
- Propose T-Mobile Site
- Other_Road
- Primary_Road
- Secondary_Road
- Neighborhood_Road
- Line

Minimum	Maximum	Label	Colour
-97	0	In-Building	

Note: Still large white spots on the chart (no coverage improvements)
9/5/18

Demonstrates the need for more sites to properly cover. This proposed location will not completely solve the problem

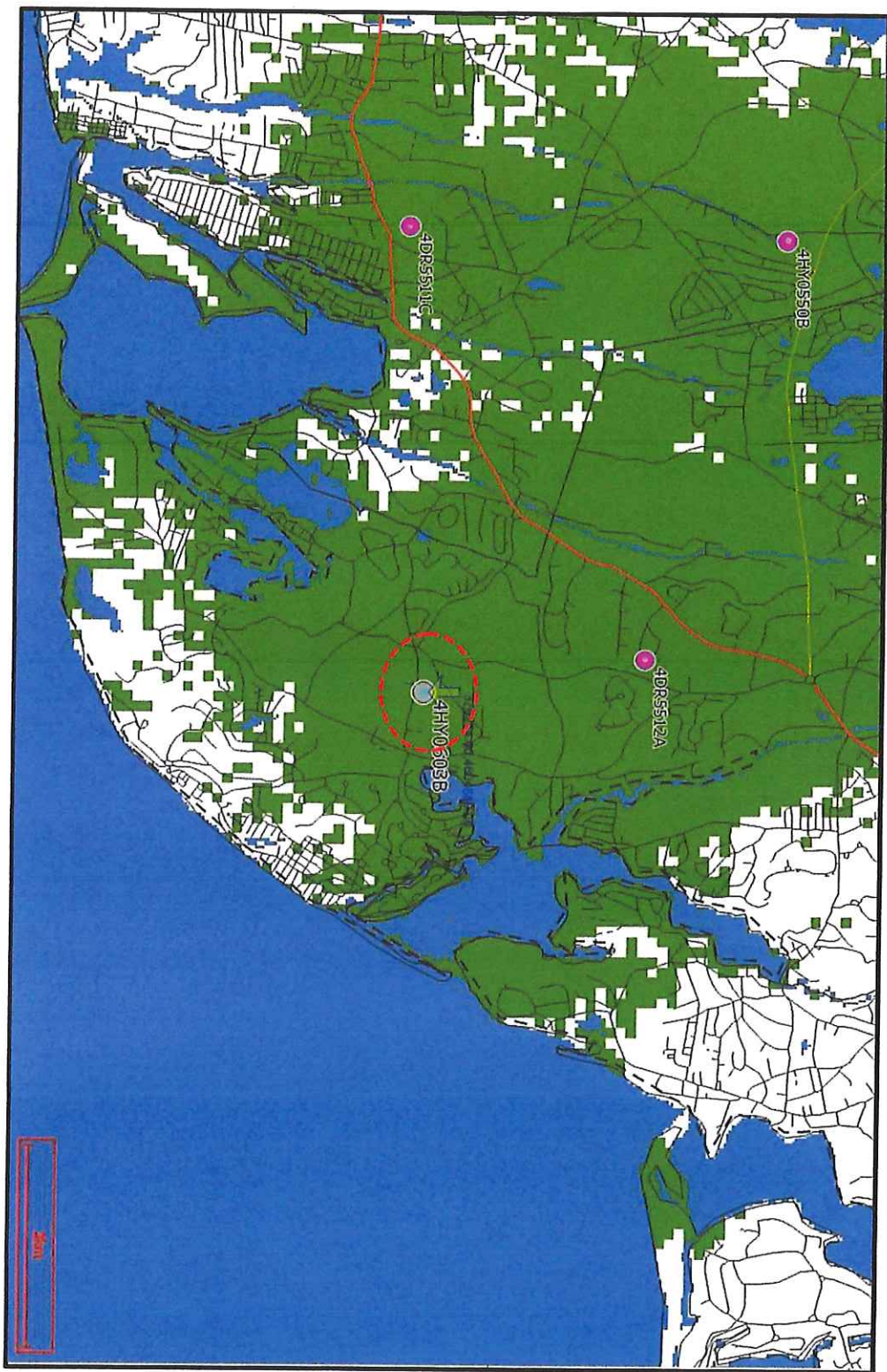
Propose LTE 700 MHz Coverage with Primary Candidate at 101 Red Brook Road, Mashpee, MA at Height of 135 Feet



See note on pg. 2

9/5/18

Propose LTE 700 MHz Coverage with Primary Candidate at 101 Red Brook Road, Mashpee, MA at Height of 110 Feet



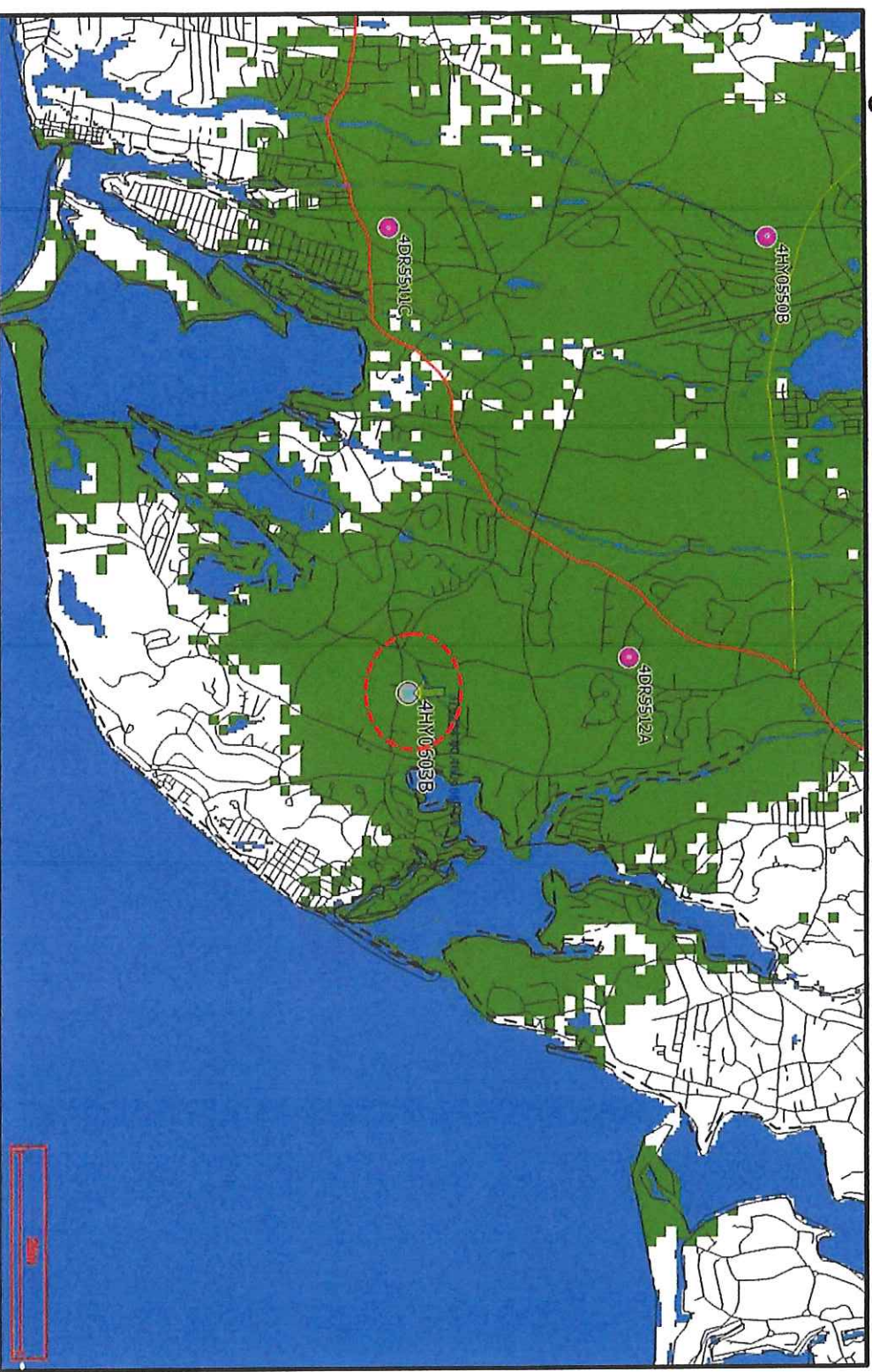
- Existing T-Mobile On-Air Site
- Propose T-Mobile Site
- Other_Road
 - Line 1
- Primary_Road
 - Line 1
- Secondary_Road
 - Line 1
- Neighborhood_Road
 - Line 1

Minimum	Maximum	Label	Colour
-97	0	In-Building	Green

See note on pg-2

9/5/18

Propose LTE 700 MHz Coverage with Primary Candidate at 101 Red Brook Road, Mashpee, MA at Height of 85 Feet



- Existing T-Mobile On-Air Site
- Propose T-Mobile Site
- Other_Road
 - Line 1
- Primary_Road
 - Line 1
- Secondary_Road
 - Line 1
- Neighborhood_Road
 - Line 1

Minimum	Maximum	Label	Colour
-97	0	In-Building	

Evan Lehrer

From: cmsmailer@civicplus.com on behalf of Contact form at Town of Mashpee MA
<cmsmailer@civicplus.com>
Sent: Monday, April 1, 2019 6:25 PM
To: Evan Lehrer
Subject: [Town of Mashpee MA] Cell Tower (Sent by Emily Hughes, Ecmhughes3@gmail.com)

Hello elehrer,

Emily Hughes (Ecmhughes3@gmail.com) has sent you a message via your contact form (<https://www.mashpeeema.gov/user/2793/contact>) at Town of Mashpee MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.mashpeeema.gov/user/2793/edit>.

Message:

Hello,

I'm not sure I'll be able to make it to the town meeting on Wednesday, so I wanted to send in my support for the proposed cell tower on Redbrook Rd. I am a year round resident on Monomoscoy Island (Russell Rd, about half way down). We have three small children and our house runs on WiFi, as it is now we can have horrible service here and with small children it is a constant complaint. We have tried to change ways of getting better service, different devices for WiFi and it is always a hassle. We are a young family (28&30 w children aged 10/8/7) and can not afford to have a hard wire cable in the house, so we essentially rely on WiFi for tv, gaming, computer etc. During a few storms the past few years we have had to drive off island to get cell phone service to check weather/make calls because service can be so bad here.

When we initially heard of the cell tower proposal we were excited to be able to watch a full show without constant buffering or make a call without having to stand in a corner of the house perfectly still to hear what was being said. When we got home Monday we had a flyer on our mailbox from an anonymous person asking to object to the tower. I find that tacky and thought I would show support for the project. For "summer people" to be so concerned about their property value is ridiculous since this area alone is beautiful and worth every penny; with the addition of actual good WiFi and cell service I don't see how that could be bad enough to effect the property value of somewhere like New Seabury, the Island or surrounding areas.

Thanks so much and feel free to share this message. - The Hughes Family

Terrie Cook

From: Terrie Cook
Sent: Tuesday, April 2, 2019 9:15 AM
To: 'Mary Mary'
Cc: Joseph P. Cummings; 'David Kooharian'; 'Dennis Balzarini'; 'David Weeden'; 'Dweeden72@gmail.com'; 'robhansen00@msn.com'; Rodney C. Collins
Subject: Philip McCahill FW: Proposed Cell tower

Good Morning Chairman Waygan and Members of the Planning Board:

Mr. Philip McCahill asked that the email below be forwarded to the Planning Board.

Terrie M. Cook | Administrative Assistant
Office of the Town Manager
16 Great Neck Road North, Mashpee, MA 02649
Office: 508.539.1401 | Fax: 508.539.1142
Email: tmcook@mashpeema.gov



Notice: This communication is intended for the listed recipient only. If you have received this in error, it may be unlawful and prohibited to retain, reproduce or disseminate this message. Please reply to sender if you have received this message in error and delete it with any attachments. Warning: The content of this message and any response may be considered a Public Record pursuant to Massachusetts General Law.

From: Philip McCahill [<mailto:pmccahill95@comcast.net>]
Sent: Monday, April 01, 2019 8:51 PM
To: Rodney C. Collins <rccollins@mashpeema.gov>; Terrie Cook <tmcook@mashpeema.gov>
Subject: FW: Proposed Cell tour

Rodney,

The address I used for Mary Waygan was incorrect. Would you or Terrie be able to forward this document for me to the planning Board?

Much thanks for your assistance.

Regards,

Phil

Philip McCahill
95 Bayshore Drive
Mashpee, Ma. 02649
(508)477-8923 (home)
(585)738-8477 (cell)

From: Philip McCahill <pmccahill95@comcast.net>
Sent: Monday, April 1, 2019 8:47 PM
To: mwaygan@mashpeema.gov
Cc: 'Philip Mccahill' <pmccahill95@comcast.net>; Michael R. Richardson <mrichardson@mashpeema.gov>; Rodney C. Collins <rccollins@mashpeema.gov>
Subject: Proposed Cell tour

Mary,

I am writing in support of the proposed cell tower construction on Red Brook Road.

I reside on Bayshore Drive, which is located in South Mashpee off Red Brook, near the Falmouth town line. Bottom line, our cell service is poor and a solution needs to be implemented by the town. As you certainly know there has been much discussion on this topic focusing on the rich home owners in New Seabury driving the need. The town residents at the other end of Red Brook need immediate attention to this issue. Will the construction of shorter tower in New Seabury solve our issues? If not, then the planning board and the town must come up with a solution that serves the entire town, not just the vocal neighbors to the proposed site. The "not near me attitude" will occur with any site you select, and the tower will never get built.

I recently traveled to Savannah GA on vacation and while walking through the historic residential district, we came upon a cell tower. This is a very expensive area with the home cost considerably more than the vast majority of New Seabury. Savannah obviously was able to dismiss the health and home value issues to ensure that adequate cell service was provide. We also traveled to Hilton Head Island Sea Pines. Again, there was a cell tower in the residential area of Sea Pines, another very expensive residential neighborhood. No issues with health or property value issues there. What do they know that we are missing here in Mashpee?

The American Cancer Society web site (<https://www.cancer.org/cancer/cancer-causes/radiation-exposure/cellular-phone-towers.html>) states the following about the health issues living near a cell tower:

Do cellular phone towers cause cancer?

Some people have expressed concern that living, working, or going to school near a cell phone tower might increase the risk of cancer or other health problems. At this time, there is very little evidence to support this idea. In theory, there are some important points that would argue against cellular phone towers being able to cause cancer.

First, the energy level of radiofrequency (RF) waves is relatively low, especially when compared with the types of radiation that are known to increase cancer risk, such as gamma rays, x-rays, and ultraviolet (UV) light. The energy of RF waves given off by cell phone towers is not enough to break chemical bonds in DNA molecules, which is how these stronger forms of radiation may lead to cancer.

A second issue has to do with wavelength. RF waves have long wavelengths, which can only be concentrated to about an inch or two in size. This makes it unlikely that the energy from RF waves could be concentrated enough to affect individual cells in the body.

Third, even if RF waves were somehow able to affect cells in the body at higher doses, the level of RF waves present at ground level is very low – well below the recommended limits. Levels of energy from RF waves near cell phone towers are not significantly different from the background levels of RF radiation in urban areas from other sources, such as radio and television broadcast stations.

Regarding Property Values: <https://www.valbridge.com/news-article/647/how-does-the-proximity-to-a-cell-tower-impact-home-values>

Valbridge Property Advisors conducts market studies to determine the impact of wireless communication towers on property values in four metropolitan U.S. cities

Valbridge Property Advisors recently completed market studies in Boston, Dallas, Phoenix, and Raleigh, to determine the impact of the presence of wireless communications towers on residential property values.

THE PROCESS

The studies were conducted in multiple sub-areas of each city, which were then compiled to produce measurable results. Home sale values demonstrated no measurable difference for those homes within a 0.25-mile radius sphere of influence of the cell tower and those homes in a 0.50-1.0 mile radius outside of the cell tower sphere of influence. In many of the sub-areas, home prices increased nominally. No measurable difference is defined as a less than 1% difference; nominal difference is defined as 1-3%.

To prepare the sub-area studies, the center points of each sub-area's primarily single-family residential areas or specific subdivisions were identified by latitude and longitude. Single-family residential sales with both a qualified buyer and a qualified seller from the first quarter 2015 through first quarter 2018 were located and verified to assess the transactions.

THE RESULTS ARE IN

BOSTON

The Boston study revealed 10 of 22 pairings of home sales with higher sale prices within the 0.25-mile sphere of influence, 11 of 22 pairings with lower home prices, and one pairing indicating no difference. The data indicates cell towers do not have a negative impact on property values within a .25-mile radius of cell towers. Overall, the measurable difference is less than 1% in both the increasing and decreasing home price indications.

DALLAS

In Dallas, for homes in the .25 to 1.00-mile radius, there was no measurable difference. Out of 33 paired sales in five sub-areas, 20 pairings indicated higher values for those sales within the 0.25-mile sphere of influence, while 12 pairings indicated lower values and one indicated no difference. Overall, Dallas shows no measurable difference. The data indicates cell towers do not have a negative impact on property values within a .25-mile radius of cell towers.

PHOENIX

There were 37 paired sales in the Phoenix market, and 20 of the pairings indicated increased home prices within the 0.25% sphere of influence while seventeen of the 37 pairings indicated decreased home prices. Four of the five sub-areas studied had no measurable difference and one sub-area had a nominal difference.

RALEIGH

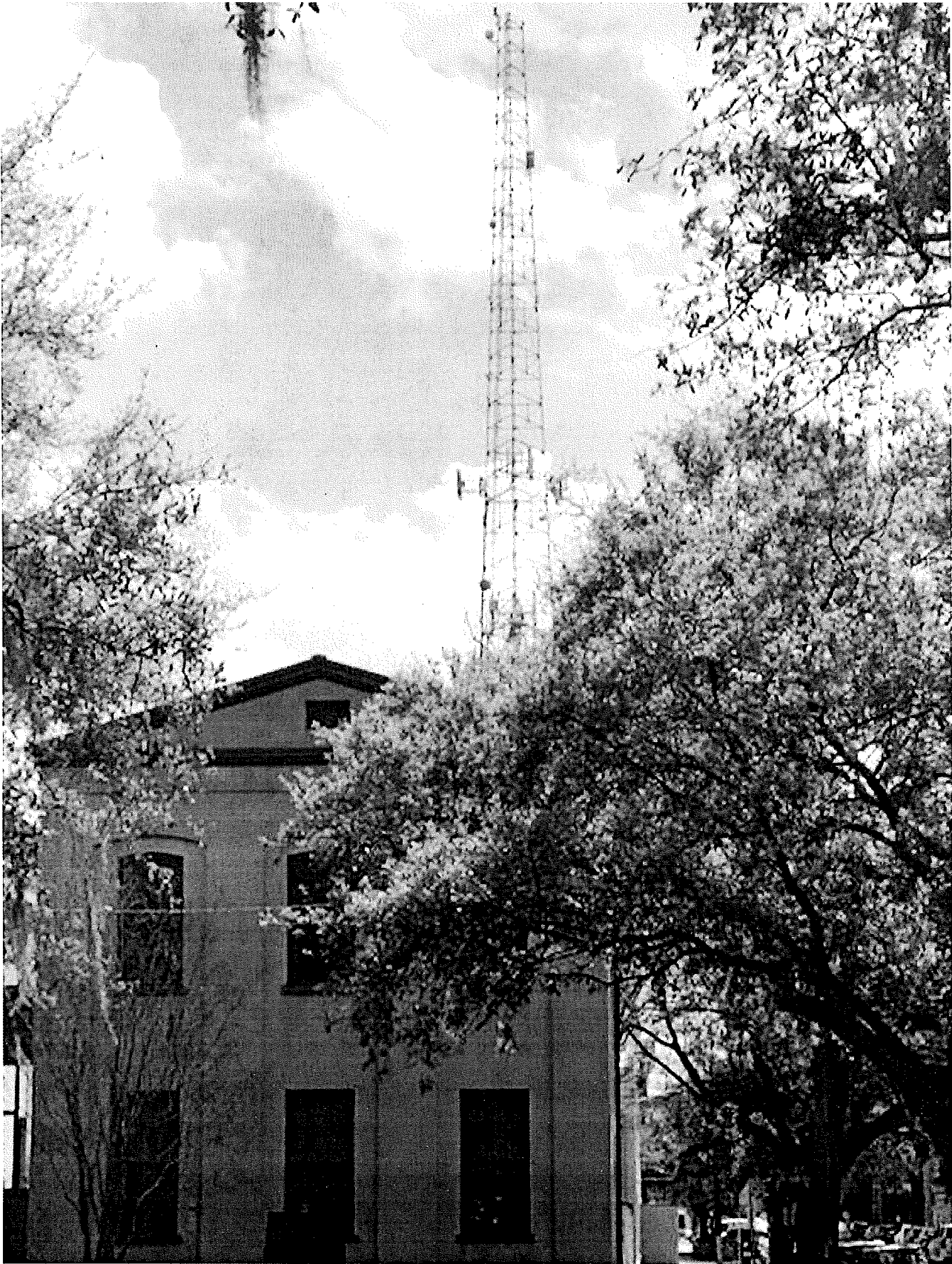
In Raleigh, fourteen of 22 pairings indicated higher home prices within the 0.25-mile sphere of influence while eight of 22 indicated slightly decreased home prices. Overall, the average and median prices increased in four of the five sub-area and one sub-area indicated no measurable difference. The data indicates cell towers do not have a negative impact on property values within a .25-mile radius of cell towers. Overall, the measurable difference is less than 1% in both the increasing and decreasing home price indications.

Obviously, Data can be found to support both sides of this discussion.

Bottom line we have an issue and the town must come up with a solution to address the cell service issue in the southern portions of Mashpee. It is not just about New Seabury, but many other town citizens need the improved service.

I urge you to approve this request, or at least delay the decision until you can come up with a suitable alternative (but not a shorter tower in New Seabury that wont fix problems for the rest of the community). You can not ignore this critical need without coming up with a solution.

Savannah Historical District Cell Tower.



I am unable to attend this weeks meeting, but wanted to express my opion in advance. Much thanks for your and the rest of the committees consideration of my input.

Respectfully submitted,

Phil

Philip McCahill

95 Bayshore Drive

Mashpee, Ma. 02649

(508)477-8923 (home)

(585)738-8477 (cell)