

**MEMORANDUM OF AGREEMENT**

**AMONG**

**THE FEDERAL COMMUNICATIONS COMMISSION,**

**THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,**

**██████████ WIRELESS ██████████**

**REGARDING THE CONSTRUCTION OF A COMMUNICATIONS TOWER**

**IN PRINCETON, WORCESTER COUNTY, MASSACHUSETTS**

**WHEREAS,** ██████████ proposes to construct a 145-foot stealth self-supporting monopole telecommunications tower at Hubbard Farm, 163 Houghton Road, Princeton, Worcester County, Massachusetts (with coordinates of N █████° █████' █████" and W █████° █████' █████"); and

**WHEREAS,** ██████████ is a licensee of the Federal Communications Commission ("FCC") and intends to use the tower in connection with the provision of its licensed service; and

**WHEREAS,** the FCC has determined the construction of the facility is a federal undertaking; and

**WHEREAS,** ██████████, pursuant to delegation from the FCC, initiated the National Historic Preservation Act ("NHPA") Section 106 review for the site as required by the FCC rules, 47 C.F.R. 1.1307(a)(4); and

**WHEREAS,** ██████████ has consulted with the Massachusetts State Historic Preservation Officer ("Massachusetts SHPO"), pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 of the NHPA, and has been invited to participate in this Memorandum of Agreement; and

**WHEREAS,** the FCC and the Massachusetts SHPO have determined that the tower construction would have an adverse effect on the Hubbard Farm, a property which is individually eligible for listing in the National Register of Historic Places ("NRHP"); and

**WHEREAS,** the FCC, in consultation with the Massachusetts SHPO, has established the Area of Potential Effects ("APE") to be the project construction area and adjacent areas from which the stealth pole may be visible, including the Hubbard Farm; and

**WHEREAS,** the FCC and the Massachusetts SHPO have determined that the above-referenced historical resource is the only site listed or eligible for listing in the NRHP within the APE that would be affected by the proposed tower construction; and

**WHEREAS,** ██████████, consistent with the FCC's requirements for environmental review, has considered and evaluated a number of alternative sites for locating the proposed tower and has concluded that all of the sites considered either are unavailable for Sprint PCS's use, are unacceptable to the community, or are unsatisfactory from a technical radio frequency perspective for the coverage needs of the communications system supported by the antennas to be located inside the stealth pole; and

**WHEREAS**, members of the general public and other interested parties were afforded the opportunity to participate in and comment on this proceeding during public zoning hearing meetings held at the Princeton Town Hall in Princeton, Massachusetts, on July 18, September 12, October 10, and November 28, 2001; and

**WHEREAS**, local government officials of the County of Worcester approve construction of the tower at the proposed location; and

**WHEREAS**, the FCC has consulted with the Massachusetts SHPO and other consulting parties to ensure that the historic properties affected by the construction of the tower are taken into account; and

**WHEREAS**, [REDACTED] has made a reasonable and good faith effort to identify and contact Indian tribes that might attach religious and cultural significance to historic properties within the APE, including [PROVIDE NAME OF INDIAN TRIBES OR STATE ORGANIZATION CONTACTED]; and

**WHEREAS**, the Advisory Council has declined to participate in the negotiation of this Memorandum of Agreement;

**NOW THEREFORE**, the FCC, the Massachusetts SHPO, and [REDACTED] agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties, and that these measures shall constitute full, complete and adequate mitigation measures under the NHPA and the implementing regulations of the Advisory Council and the FCC.

## **STIPULATIONS**

The FCC, through coordination with [REDACTED], will ensure that the following measures are carried out:

### **I. SITE DESIGN**

The proposed 145-foot stealth pole will be painted off-white in color with a flat finish and located as far back on the site as possible, as indicated in the plans approved by the Princeton Planning Board on February 20, 2002.

### **II. REMOVAL**

In the event that [REDACTED] or its successor abandons the tower and associated facilities described herein, [REDACTED] or its successor shall disassemble the tower and associated facilities and notify the Massachusetts SHPO.

### **III. DISPUTE RESOLUTION**

Should the Massachusetts SHPO object within thirty (“30”) days to any plans provided for review pursuant to this Memorandum of Agreement, the FCC shall consult with the Massachusetts SHPO to resolve the objection. If the FCC determines that the objection cannot be resolved, the FCC shall request further comments or recommendations of the Advisory Council concerning the dispute pursuant to 36 C.F.R. Part 800. Any Advisory Council comment provided in response to such a request will be taken into account by the FCC in accordance with 36 C.F.R. Part 800 with

reference only to the subject of the dispute. The FCC's responsibility to carry out all actions under this Memorandum of Agreement that are not the subject of the dispute will remain unchanged.

#### **IV. ENFORCEMENT**

Failure to carry out the terms of this Memorandum of Agreement will require that the FCC again request the comments of the Advisory Council, in accordance with 36 C.F.R. Part 800. If the terms of this Memorandum of Agreement are not implemented, the FCC shall provide the Advisory Council with the opportunity to comment on the effects and mitigation alternatives.

#### **V. OTHER REQUIREMENTS**

██████████ will file with the FCC an application and environmental assessment within thirty (30) days of the effective date of this Memorandum of Agreement. ██████████ will not initiate construction of the tower until the FCC has approved the environmental assessment.

Execution of this Memorandum of Agreement and implementation of its terms evidence that the FCC has afforded the Advisory Council a reasonable opportunity to comment on the proposed ██████████ telecommunications tower and that the FCC has taken into account the effects of this undertaking on historic properties. This Memorandum of Agreement shall be effective upon notice from the FCC that all parties have agreed to and signed this Memorandum of Agreement.

#### **FEDERAL COMMUNICATIONS COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Mr. Jeffrey S. Steinberg  
Deputy Chief, Commercial Wireless Division  
Wireless Telecommunications Bureau

**THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_

██████████

Massachusetts Deputy State Historic Preservation Officer

[Redacted]

By: \_\_\_\_\_ Date: \_\_\_\_\_

[Redacted]

Director of Site Development-Northeast Region

Wireless [Redacted]