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May 18, 2023

Via Electronic Mail and Federal Express

Melanie A. Bachman, Esq.
Executive Director/Staff Attorney
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: **Docket No. 515 – Application of Cellco Partnership D/B/A Verizon Wireless for a Certificate of Environmental Compatibility and Public Need for the Construction, Maintenance and Operation of a Wireless Telecommunications Facility at 180 School Road in Wilton, Connecticut**

Dear Attorney Bachman:

On behalf of Cellco Partnership d/b/a Verizon Wireless (“Cellco”), enclosed please find the original and fifteen (15) copies of Cellco’s Responses to Council Interrogatories related to Docket No. 515. Electronic copies of these responses have also been sent to the Council today.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Kenneth C. Baldwin

KCB/kia
Enclosure

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE: :
APPLICATION OF CELLCO PARTNERSHIP : DOCKET NO. 515
D/B/A VERIZON WIRELESS FOR A :
CERTIFICATE OF ENVIRONMENTAL :
COMPATIBILITY AND PUBLIC NEED FOR :
THE CONSTRUCTION, MAINTENANCE AND :
OPERATION OF A WIRELESS :
TELECOMMUNICATIONS FACILITY AT 180 :
SCHOOL ROAD, WILTON, CONNECTICUT :
MAY 18, 2023

**RESPONSES OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO
CONNECTICUT SITING COUNCIL INTERROGATORIES (SET 1)**

On April 28, 2023, the Connecticut Siting Council (“Council”) issued Interrogatories to Cellco Partnership d/b/a Verizon Wireless (“Cellco”), relating to Docket No. 515. Below are Cellco’s responses.

General

Question No. 1

Is the project, or any portion of the project, proposed to be undertaken by state departments, institutions or agencies, or to be funded in whole or in part by the state through any contract or grant?

Response

No.

Question No. 2

Pursuant to CGS §16-50o, please submit a copy of the lease for the proposed site.

Response

See Exhibit 1.

Question No. 3

Referencing Application Attachment 4, of the letters sent to abutting property owners, how many certified mail receipts were received? If any receipts were not returned, which owners did not receive their notice? Were any additional attempts made to contact those property owners?

Response

As of the date of this filing Cellco received all but seven (7) certified mail receipts from the abutting property owners. On April 25, 2023, supplemental notice letters were sent, via first-class mail, to Christopher and Melinda Smith and Emilio Robles and Rene Aldo whose original notice letters were returned and marked “unclaimed”.

In addition, supplemental notice letters were also sent to five (5) additional abutters (Regency Properties LLC, MNG Equities LLC, Three Eighty-Seven LLC, Wilton GSE LLC and Daniel Falta) on May 15, 2023. Cellco has not received certified mail receipts or returned notice letters from these five (5) additional abutters.

Question No. 4

Referencing Application pp. 21 & 22, how is the construction cost of the facility recovered?

Response

The costs associated with providing Cellco customers with the nation’s most reliable wireless service network, including the cost for development of network infrastructure, are paid for by the individuals, corporations and government entities that purchase Cellco’s wireless service.

Question No. 5

Referencing Application p. 20, how many Town officials/area residents attended the November 2, 2022 public information meeting? Aside from visual impacts, were any other concerns raised by residents and town officials? If so, how were these concerns addressed?

Response

The Public Information Meeting on November 2, 2022 was attended by approximately fifteen (15) residents and four public officials. Most attended the meeting in-person while others attended via video conference. Many, if not all of the “public” attendees explained that they live in the area to the northeast of the proposed tower site and had questions and concerns about the tower’s visual impact on their individual properties. Meeting attendees also asked questions about alternative sites considered, asked if the proposed site be shifted as far to the south as possible along the east side of the bus parking lot and asked generally about the need for the Wilton South Facility.

Question No. 6

Referencing p. 20 of the Application and Attachment 8, Visibility Analysis, provide the date and time of each crane test.

Response

The crane tests assessing the visibility of the original and alternate tower sites was conducted on December 2, 2022. Property owners to the northeast, who provided Cellco with their contact information during the public information meeting, were notified of the crane test. Several of these homeowners asked APT to assess visual impacts of the two alternate tower sites from different locations on their parcels.

The crane test of the original tower site was conducted between the hours of

approximately 9:00 AM to 12:15 PM. The crane test of the alternate tower site was conducted between the hours of approximately 1:00 PM to 4:00 PM.

Site Search

Question No. 7

Referencing Application pages 11 and 19, please submit a copy of the August 2021 Town of Wilton RFP.

Response

A copy of the Town's RFP and Cellco's response to the Town's RFP are included in Exhibit 2.

Question No. 8

Are small cells a feasible alternative to a new tower? Estimate the number of pole-mounted small cells that would be required for reliable service within the proposed service area. Would certain frequencies be limited through the use of small cells? What would be the cost of each small cell for both the use of existing utility poles and new poles specific for small cells. What type of equipment would be attached to each pole?

Response

It may be theoretically and technically possible to install a large number of small cells or Distributed Antenna System nodes in the area that could closely match the coverage footprint of the proposed Wilton South Facility (macro cell). Such an approach, however, is not practically nor economically feasible and is not consistent with good RF Engineering practice. Typically, small cell facilities or DAS nodes would utilize existing infrastructure (i.e. electric distribution poles) along public rights of way in areas where coverage and/or capacity problems exist. These existing utility poles are often encumbered by other equipment (i.e. transformers, street lights and

risers) that will limit Cellco's ability to use the pole. Structural limitations of the existing poles could also limit Cellco's ability to deploy all the equipment needed to provide service in all of its operating frequencies. Providing some form of back-up power to small cells or DAS nodes is very difficult and, in many cases, impossible, making the service even more vulnerable to storms. In areas where this existing infrastructure is not available, for example, along private roads or on private and municipal properties, property rights would need to be acquired and new poles would need to be installed. The actual number of small cell facilities that would be needed to provide a service comparable to that from the proposed Facility is not known but would be significant given the overall size of the area that Cellco is attempting to serve with the proposed facility. Individual small cell would be capable of providing service in some but not all of Cellco's operating frequencies further limiting network capacity in the area around the Wilton South Facility.

Site/Tower

Question No. 9

What is the maximum wind speed tolerance for the antennas on the proposed tower?

Response

The proposed JMA and Samsung antennas to be used on the Wilton South tower have a “rated wind survival speed” of 150 mph and 161 mph respectively.

Question No. 10

Would the tower and foundation be designed to accommodate an increase in tower height?

Response

The tower certainly could be designed to accommodate increased tower height. However,

in the First Amendment to the Land Lease Agreement, included in Exhibit 1 of these responses, the height of the proposed monopine tower is limited to 120 feet (128 feet to the top of the faux tree branches) by agreement with the Town of Wilton. Any effort to extend the tower beyond the currently proposed height would require the approval of the Town and the amendment of the Lease Agreement.

Question No. 11

What is the structural design standard applicable to the proposed T-arm antenna mounts?

Response

- 2021 International Building Code (IBC), with the 2022 Connecticut State Building Code amendments.
- 2021 International Mechanical Code, with the 2022 Connecticut State Building Code amendments.
- ANSI/TIA-222-H "Structural Standard for Antenna Supporting Structures and Antennas and Small Wind Turbine Support Structures".

Question No. 12

Would any blasting be required to develop the site?

Response

It is unclear at this point if any blasting would be required to construct the Wilton South tower site. If the Docket is approved by the Council a full Geotechnical Report will be completed to assess subsurface conditions and the need for blasting.

Question No. 13

Provide the total area for the construction limits of disturbance.

Response

The total area within the limits of disturbance for the proposed facility will be approximately 14,450 square feet.

Question No. 14

Pursuant to CGS §16-50p(a)(3)(G), identify the safety standards and/or codes by which equipment, machinery or technology that would be used or operated at the proposed facility.

What structural design codes apply to the tower and antenna mounts?

Response

- 2021 International Building Code (IBC), with the 2022 Connecticut State Building Code amendments.
- National Electric Code (NFPA 70).
- 2021 International Mechanical Code, with the 2022 Connecticut State Building Code amendments.
- 2022 Connecticut State Fire Safety Code.
- ANSI/TIA-222-H "Structural Standard for Antenna Supporting Structures and Antennas and Small Wind Turbine Support Structures".
- Occupational Safety and Health Administration (OSHA).

Question No. 15

Referring to Application Attachment 12, the map legend indicates prime farmland soils are identified by a black "X." Are the prime farmland soils actually depicted by a white "X"? The map legend does not indicate how statewide important farmland soils are identified. Are the statewide important farmland soils depicted by an orange "O"? Explain.

Response

The prime farmland soils are depicted by a black “X” with a light gray outline. The statewide important farmland soils are depicted by an orange “O”. It appears that during the reproduction of the graphic the quality of the legend was diminished. The prime farmland soils are primarily located on the far western portion of the Property to the west, southwest, north, and northeast of the school bus parking area. An additional area of prime farmland soils is located on the far eastern portion of the Property near Route 7. The statewide important farmland soils are located in the west/central portion of the Property, mostly north of School Road. No prime farmland or statewide important farmland soils are located within the Wilton South Facility compound.

Question No. 16

Referring to Sheet C-1, Aerial Map Site Layout, there is a proposed underground electrical service connection northwest of the site and a possible alternate underground route southwest of the site depicted. Has a final electrical service connection route been determined? Explain.

Response

No. The final electrical route must be approved by Eversource and will not be confirmed until after the Council approves the Application.

Coverage/Capacity

Question No. 17

Application pp. 6 and 8 and Attachment 6 indicate other frequencies will be installed in addition to the 700 MHz frequency, does the 700 MHz frequency act as the “base frequency” of the network where most of the wireless traffic occurs? How do the other frequencies interact in

Cellco's wireless system?

Response

Cellco's 700 MHz frequencies does act as a “base frequency” for its network throughout Connecticut and nationwide. This frequency handles a large majority of Cellco's wireless traffic. All of Cellco's licensed frequencies (700 MHz, 850 MHz, 1900 MHz, 2100 MHz, 3550 MHz, 5G) are used to transmit both voice and data services. Cellco customers transfer seamlessly between Cellco's operating frequencies during handoff between cell sites. Handoff can also occur between frequencies at an individual cell site for load balancing purposes. Subject to availability at a particular cell site, frequencies can also be used together (a feature called “carrier aggregation”) making more of the existing bandwidth available to a particular user.

Question No. 18

What is the signal strength for which Cellco designs its system? For in-vehicle coverage? For in-building coverage?

Response

Neg 85 dBm RSRP for in vehicle coverage.

Neg 95 dBm RSRP for in building coverage.

Question No. 19

Can coverage objectives be met by installing antennas at a lower tower height? Identify the lowest possible antenna height and describe how this height would affect coverage needs and/or capacity relief within the service area.

Response

No. Antennas at the 120-foot level is the minimum height needed by Cellco to meet its wireless service objectives in the area around the Wilton South Facility. To minimize impacts

associate with the tower, particularly visual impacts, Cellco generally proposes the lowest antenna height necessary to satisfy its wireless service objectives from a particular site. Installing antennas below the 120-foot centerline height, in this instance, will result in gaps in service opening along portions of Routes 33 and local roads in the area.

Question No. 20

Does Cellco have any statistics on dropped calls and/or ineffective attempts in the vicinity of the proposed facility? If so, what do they indicate? Does Cellco have any other indicators of substandard service in this area?

Response

Network statistics for Cellco's surrounding sites (Wilton DB (Alpha Sector antennas) 700 and 850 MHz, Weston (Gamma Sector antennas) 700 and 850 MHz and Wilton CT (Beta Sector antennas) 700 and 850 MHz) show higher than normal (greater than 1%) dropped calls and ineffective attempts in those sectors of the surrounding sites directed toward the Wilton South Facility. Dropped calls and ineffective attempts are two important Key Performance Indicators that Cellco uses to assess system performance and identify capacity problems in its network.

Perhaps the clearest indicator of substandard service continues to be the information contained in Cellco's "existing" coverage plots, included in Attachment 6 of the Application. As mentioned in previous proceedings, Cellco's coverage modeling software is regularly updated by actual network drive data. The drive data confirms the accuracy of the computer-generated coverage data for the existing sites in a particular area, in this case, confirming that coverage along significant portions of Routes 106 and 33 in Wilton is unreliable and, in some areas nonexistent.

Question No. 21

Application p. 8 provides the overall coverage footprint for different frequencies that would operate at the site. Does this data include areas that are covered by other adjacent Cellco sites and would overlap with coverage from the proposed site? If yes, what is the coverage footprint of new, reliable service from the proposed site?

Response

No. The table provided on page 8 of the Application shows coverage along area roadways and the overall coverage footprint, by frequency, for the Wilton South Facility only. The coverage footprint for the Wilton South Facility will overlap, to some extent, with the adjacent sites including Wilton CT to the northeast, Weston CT to the east, Wilton DB CT to the south and, to a lesser extent, Silver Hill CT to the southwest.

Question No. 22

In addition to coverage, would the proposed site also provide capacity relief to adjacent Cellco sites that are at or near exhaustion? If yes, provide information regarding these sites (location, sector, and frequency).

Response

Yes. The proposed Wilton South Facility will provide capacity relief to the Wilton West CT (Gamma Sector) antennas; the Wilton CT (Gamma Sector) antennas and the Wilton DB CT (Alpha Sector) antennas, in 700 MHz and 850 MHz, all of which are currently operating in “exhaust”.

Question No. 23

Would the proposed site provide adequate service to the coverage area for other frequencies that Cellco would deploy?

Response

Yes. The coverage footprint for Cellco's 850 MHz frequencies is similar to its coverage footprint at 700 MHz and would provide adequate service to the coverage area. The coverage footprint for Cellco's proposed 1900 MHz, 2100 MHz, 3550 MHz and 5G frequencies is generally smaller and is located within the limits of the larger, (700 MHz and 850 MHz) "base frequency" coverage footprint.

Question No. 24

Referring to Application p. 12 has the host municipality or local emergency service providers expressed an interest in co-locating emergency services antennas?

Response

Neither the Town nor any local emergency service entities have any current plans to share the proposed tower. The Town reports that it is in the process of updating its emergency service communications system and would expect to add equipment to the proposed tower at some point in the future.

Backup Power

Question No. 25

Referring to Sheet C-4 and Application page 7, the propane tank is described as a 1,000-gallon propane tank and a 500-gallon propane tank, respectively. Confirm the size of the proposed propane tank.

Response

Cellco intends to install a 1,000-gallon liquid propane (LP) storage tank at this site.

Question No. 26

What would be the run time for Cellco's propane generator before it would need to be

refueled, assuming it is running at full load under normal conditions?

Response

Cellco intends to install a 50-kW propane-fueled generator at the proposed tower site.

Under normal loading conditions (50% generator capacity), the proposed 50-kW generator could operate for approximately 168 hours (6.8 days) before refueling would be necessary.

Question No. 27

Referring to Application p. 10, for how long would the proposed back up battery system provide power to Cellco's equipment if the backup generator failed to start?

Response

The backup battery system is designed to keep the cell site operating for up to eight (8) hours.

Question No. 28

Could the proposed generator be shared by other carriers that may locate at the proposed facility? What effect would a shared generator have on the run time of the generator if at full load?

Response

No, the proposed 50 kW generator has been sized to provide backup power to Verizon's equipment only. It is possible that a larger generator (100+ kW), could be shared by multiple carriers at the proposed facility. A larger generator may also require the installation of a larger propane fuel tank to maintain comparable run times. Aside from these technical capabilities, Cellco's strong preference is to own, control and maintain its own cell site backup power supply at its cell sites and not share its generators with other wireless carriers.

Public Safety

Question No. 29

What measures are proposed for the site to ensure security and deter vandalism?

(Including alarms, gates, locks, anti-climb fence design, etc.)

Response

The wireless facility compound will be surrounded by an eight (8) foot tall chain link security fence and gate. The gate will be locked with access limited to the wireless carriers sharing the facility. Cellco's wireless equipment will maintain separate silent intrusion alarms which are monitored remotely. Climbing pegs on the lower portion of the tree tower will also be removed to deter climbing of the tower.

Question No. 30

Would the proposed facility support text-to-911 service? Is additional equipment required for this purpose?

Response

Yes, text-to-911 service will be available at the proposed facility. No additional equipment is required to provide this service.

Question No. 31

Would Cellco's installation comply with the intent of the Warning, Alert and Response Network Act of 2006?

Response

Yes.

Question No. 32

Is the proposed facility located within a Department of Energy and Environmental

Protection designated Aquifer Protection Area or within a public water supply watershed area?

Response

No. The proposed Wilton South Facility is not located within a Department of Energy and Environmental Protection designated Aquifer Protection Area (APA) nor is it located within a proposed public water supply watershed (PWSW). The area around the Property is serviced by public water from the Aquarion Water Company. The nearest APA is the Coleytown APA (ID CT0150011) associated within the Aquarion Water Company of Connecticut – Main System located approximately 2.9 miles southeast of the proposed Wilton South Facility. The nearest PWSW is the Norwalk Second Taxing District (ID CT1030021) located approximately 0.55 mile west of the Wilton South Facility. Therefore, the proposed facility would not have any impact to public water supply resources.

Question No. 33

Besides the backup power source, what other facility equipment generates noise? Would the noise from this equipment (non-backup power sources) comply with Department of Energy and Environmental Protection (DEEP) noise control standards at the property boundaries?

Response

Cellco's radio equipment cabinet, with its door-mounted air conditioning cooling fans specifies maximum noise levels of <60 dBA at a distance of five (5) feet from the CommScope cabinets. The cabinets will be located more than 150 feet from the nearest property boundary and will comply with DEEP's standards at the property boundaries.

Question No. 34

Is lighting required at the facility? If so, for what purpose and what type would be installed?

Response

No FAA marking, or lighting of the tower is required. Cellco will install timer-controlled LED lights above the equipment cabinets for use when and if cell site technicians need to be on site at night.

Environmental

Question No. 35

Referencing Sheet C-2 of Attachment 1, provide the distance of Wetland 1 and Wetland 2 from the construction limits of disturbance.

Response

The proposed Wilton South Facility's construction limit of disturbance closest to wetland resources would be approximately 30 feet from Wetland 1 (associated with underground utilities), approximately 96 feet from Wetland 2 (associated with southeast side of compound; the proposed compound fence is approximately 105 feet from Wetland 2), approximately 115 feet from Wetland 2 (associated with two new bus parking spaces), and approximately 112 from Wetland 3 (associated with two new bus parking spaces).

Question No. 36

Referencing Application p. 16 and Attachment 10, p. 2 of the Wetland Delineation Form, has Cellco conducted site surveys to determine the presence or absence of vernal pool species or will Cellco presume vernal pool species are present and develop a protection plan? Explain.

Response

Yes. A vernal pool survey was performed and an assessment of the proposed impact on vernal pool and wetland resources in the area, has been prepared. The proposed Wilton South Facility will not result in a likely adverse impact to either vernal pool or wetland resources if

Cellco implements a resource protection program during construction. A Wetland and Vernal Pool Assessment, dated April 28, 2023, is included in Exhibit 3.

Question No. 37

Referencing Application p. 19, it states the facility would be located outside the “1000 year flood zone.” Should this be the 100-year flood zone?

Response

Yes.

Question No. 38

Referencing Application Attachment 8, Visibility Analysis, estimate the number of residences that would have seasonal and/or year-round views within 0.5 miles of the proposed facility.

Response

Visibility of the proposed Wilton South Facility tower is predicted to occur from 26 residences within 0.5 mile of the site. There are no residential properties that are expected to have only year-round views; six (6) residential properties may have a mix of both year-round and seasonal visibility and 20 residential properties are estimated to have some level of seasonal visibility.

Question No. 39

Application Sheet C-4 states, “Tower Type Shown Requested by Town.”

- a. Describe the color and texture of the monopole.
- b. How far off the monopole would the antennas extend?
- c. How would the proposed antennas be screened? (i.e. socks or length of the branches?)

- d. Would the monopine branches be thick enough and long enough to conceal Cellco's antennas and the antennas of other co-locators?
- e. Does Cellco have a vendor for tree tower designs?
- f. Provide a photograph representative of the proposed facility design, including a description of features and identification of the tower manufacturer.

Response

If a “monopine” type tower is approved by the Council, the pole shaft would be painted a brown/gray color with matte finish. Faux branches the monopine structure would extend approximately six (6) feet from the pole shaft on the upper portions of the tower tapering to twelve (12) feet from the pole shaft on the lower portion of the tower, and generally extending below the surrounding tree height. The proposed antennas would extend approximately 4 to 5 feet off the face of the pole shaft and would be concealed by the upper branches on the monopine. The same would be expected of future carriers sharing the monopine. If necessary antennas can also be equipped with antenna “socks” if additional screening is required. Cellco’s antennas and accessory equipment (RRHs, OVPs, t-arms, antenna mounts etc.) will also be painted to match the pole shaft.

Cellco uses several different vendors for monopine tower fabrication and would put the project out to bid following Council approval of the docket. The two photographs included in Exhibit 4 are of the recently constructed monopine towers at 183 Soundview Lane in New Canaan (Docket No. 487) and 185 Academy Road in Cheshire (Docket No. 498). The Soundview Lane tree tower extends to a height of approximately 90 feet above grade (to the top of the faux branches). The Academy Road tree tower extends to a height of approximately 99 feet above grade (to the top of the faux branches).

Question No. 40

What is the height range of the surrounding tree canopy?

Response

The height range of the surrounding tree canopy is between approximately 60 feet and 105 feet. The average canopy height, within 200 feet of the proposed Wilton South Facility being approximately 78 feet. These estimates are based on the State of Connecticut 2016 LiDAR data.

Question No. 41

Submit photographic site documentation with notations linked to the site plans or a detailed aerial image that identifies locations of site-specific and representative site features. The submission should include photographs of the site from public road(s) or publicly accessible area(s) as well as Site-specific locations depicting site features including, but not necessarily limited to, the following locations as applicable:

For each photo, please indicate the photo viewpoint direction and stake or flag the locations of site-specific and representative site features. Site-specific and representative site features include, but are not limited to, as applicable:

- a. wetlands, watercourses and vernal pools;
- b. forest/forest edge areas;
- c. agricultural soil areas;
- d. sloping terrain;
- e. proposed stormwater control features;
- f. nearest residences;
- g. Site access and interior access road(s);
- h. tower location/compound;
- i. clearing limits/property lines;
- j. mitigation areas; and
- k. any other noteworthy features relative to the Project. What is the height range of the surrounding tree canopy?

A photolog graphic must accompany the submission, using a site plan or a detailed aerial image, depicting each numbered photograph for reference. For each photo, indicate the photo location number and viewpoint direction, and clearly identify the locations of site specific and representative site features shown (e.g., physical staking/flagging or other means of marking the subject area).

Response

See Remote Field Review included in Exhibit 5.

EXHIBIT 1

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made as of the Effective Date as defined below, between **Town of Wilton**, with an address of 238 Danbury Road, Wilton, CT 06897, hereinafter designated LESSOR and **Cellco Partnership d/b/a Verizon Wireless**, a Delaware general partnership with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement and subject to Paragraph 2, below, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned by LESSOR at property located at 180 School Road, Wilton, Connecticut (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property as shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for five (5) years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The parties agree to acknowledge the Commencement Date in writing.

3. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of Thirty Thousand and 00/100 Dollars (\$30,000.00), to be paid annually on the anniversary of the Commencement Date, in advance, to LESSOR at the address first written above or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. Rent will increase annually during the initial term and each renewal term effective on each anniversary date of the Commencement Date by two and seventy-five one hundredths percent (2.75%). LESSOR and LESSEE acknowledge and agree that rent shall accrue beginning on the Commencement Date, the initial accrued rental payment may not be delivered by LESSEE until at least 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(c). LESSEE may sublease any portion of the Property at its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Property for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

(d). In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between LESSOR and LESSEE in the following manner: thirty percent (30%) LESSOR and seventy percent (70%) to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to LESSOR and LESSEE. LESSEE shall provide LESSOR with a certificate, signed by LESSEE indicating the total amount of rental payments, license fees, co-location fees and the like due from each Sublessee for each year of each sublease and LESSEE shall deliver to LESSOR an updated certificate each time that there is a change in the amount of the rental payments, license fees, co-location fees due under a sublease. LESSEE shall not be responsible to LESSOR for the collection or payment of rents by Sublessee to LESSOR, and LESSEE shall have no liability to LESSOR in the event of failure of payment by Sublessee. In this event: (i) LESSEE shall have no liability of any nature to LESSOR for failure to sublet all or any part of the Premises to any or all potential Sublessee(s); and (ii) at LESSOR'S request, LESSEE will provide LESSOR with a tri-party agreement to be executed by LESSEE, it's Sublessee, and LESSOR to confirm direct payment obligation from Sublessee to LESSOR and to indicate LESSOR has been notified of the sublease.

(e). Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Premises or part thereof. The LESSEE shall have the sole right to determine whether it will Sublet any portion of the Premises or whether it will sublease to any specific Sublessee.

(f). The rental provisions of this section shall not apply to any subletting for public emergency and/or safety systems purposes (i.e. police, ambulance and/or fire), that may be required or ordered by any governmental authority having jurisdiction over LESSEE or the Property. The LESSEE shall not be required to pay any amount to the LESSOR in connection with the subletting for public emergency and/or safety system purposes that may be required or ordered by any governmental authority having jurisdiction. Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain any approval from the LESSOR for the subletting for public emergency and/or safety system purposes.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 28).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in AS-IS condition. LESSEE will be responsible for reimbursing the Town for the cost of any repairs to the parking lot that are caused by equipment used by LESSEE or its contractors.

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION.

(a) LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) with six (6) months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vi) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. LESSEE shall not be entitled to any refund or pro-rata adjustment of any annual rental fee paid for the year in which termination occurs.

(b) LESSOR may terminate this Agreement with thirty (30) days written notice if: (i) LESSEE has not submitted a completed application for construction of the tower site to the Connecticut Siting Council within twelve (12) months of the Effective Date, or (ii) LESSEE has not obtained final approval for construction of the tower site from the Connecticut Siting Council within eighteen (18) months of the Effective Date; provided that if LESSEE has filed such

application and followed all required procedures but has not obtained such approval through no fault or omission of LESSEE, and LESSEE is continuing to diligently and in good faith attempt to obtain such approval, the date by which LESSOR is permitted to terminate shall automatically be extended an additional six (6) months.

10. **INDEMNIFICATION.** Subject to Paragraph 11, and subject to the limitations of Connecticut law with respect to a municipality's authority to indemnify another for any claim, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. **INSURANCE.** The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 10 and 24, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, Incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. **INTERFERENCE.**

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR at (203-834-6260*), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured. *Wilton Police Department

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. **REMOVAL AT END OF TERM.** Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (including footings, up to twelve inches below grade) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 16. At LESSOR's request, and at no cost to LESSOR, LESSEE shall transfer to LESSOR title to any and all modular buildings, equipment sheds and electricity generators installed on the Premises. Notwithstanding anything in this Agreement to the contrary, at LESSOR's option, to be exercised by LESSOR's written notice received by the LESSEE within sixty (60) days prior to the expiration or sooner termination of this Agreement, LESSEE will leave the tower, footings, foundation and security fence on the Premises to become the property of LESSOR. To the extent that LESSOR directs LESSEE to leave any personal property on the Premises at the conclusion of LESSEE's tenancy (including buildings or other structures, utility connections, or components of the Facility which the Parties mutually agree), LESSEE agrees to execute such documents necessary to effect the transfer to LESSOR of such buildings, connections and structures, including the Facility itself, provided that all such equipment shall be transferred in "as-is, where-is" condition, with all faults, and with no ongoing obligation to repair or replace, it being understood that the transfer is to be final and absolute with no ongoing obligation or liability of any kind on the part of LESSEE to LESSOR. LESSEE shall not be liable for any loss, damage or injury resulting from the presence of any item of any kind that LESSEE is required to leave on the Property or on the Premises, and shall assume no responsibility for losses suffered by LESSOR, its agents, employees or invitees, which are occasioned by presence of such equipment or other personal property except to the extent such loss, damage or injury is caused by the negligence or willful misconduct of LESSEE.

15. **HOLDOVER.** If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at two hundred percent (200%) of the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. **PUBLIC SAFETY EQUIPMENT.** Subject to signing a customary license agreement reasonably acceptable to LESSEE and provided that the equipment will not cause interference in violation of Paragraph 13 hereof or necessitate structural reinforcement of the tower, LESSOR shall have the option, at LESSOR's expense, to install public safety radio equipment on the tower and to install a suitable equipment storage cabinet within the compound. LESSOR shall pay LESSEE a co-location fee of One Dollar (\$1.00) per year if LESSOR installs public safety equipment on the Premises. Installation of public safety equipment is subject to LESSEE's review and approval of LESSOR's plans, which approval shall not be unreasonably withheld or delayed.

17. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all of the Property or a part of the Property in which the Premises is located, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. **LESSOR'S TITLE.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. **ASSIGNMENT.** Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. **NOTICES.** Except for notices permitted via telephone in accordance with Paragraph 14, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Wilton
238 Danbury Road
Wilton, CT 06897

Attention: First Selectman

LESSEE: Cellico Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

21. **SUBORDINATION AND NON-DISTURBANCE.** Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. **DEFAULT.** It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 30 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice. The cure periods

set forth in this Paragraph 23 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 14 of this Agreement.

23. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

24. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from LESSOR's violation of any applicable EH&S Laws or to the extent that LESSOR causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location. Under no circumstances shall LESSEE sign any waste manifest associated with the removal, transportation and/or disposal of such substances or materials (such as soil) containing those hazardous substances, except to the extent the presence of such materials results from LESSEE's activities.

25. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. **CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the

Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice, and LESSEE shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a received bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

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

LESSOR:

Town of Wilton

By: Suzanne AlFauqih
Town of Wilton
Date: 4/4/2022

LESSEE:

Cellco Partnership d/b/a Verizon Wireless
By: Robert Boice
Robert Boice
Executive Director Network Field Engineering
Date: May 26, 2022

EXHIBIT "A"

DESCRIPTION OF PROPERTY

That certain parcel or tract of land with the street address of 180 School Road, Wilton, Connecticut, more particularly described by deed recorded in the Town of Wilton Land Records at Volume 49, page 60.

See legal property description from the Warranty Deed recorded at Volume 49, Page 60 on the next page.

All that certain tract or parcel of land, with the buildings thereon standing, situated in said Town of Wilton, being in quantity sixty-five and one-half (65 1/2) acres, more or less, and bounded Northerly by land of Jacob T. Kocher, by land of Renson Lawrence, of George Werncke, and also in part by land of George Middlebrook; Easterly by the highway known as Norwalk-Danbury Turnpike in part, in part by land of Alice L. Whitney, and in part by land of the New York, New Haven & Hartford Railroad Company; Southerly by land now or formerly of the Estate of Timothy Davenport; and Westerly by land of the Estate of said Timothy Davenport, by land of said George Middlebrook; and by land of John F. and Christina Richdale.

Said land is said to be the same as shown on a certain map entitled "Map Showing Property owned by Town of Wilton, Wilton, Connecticut", certified substantially correct by Walter K. Goodhue, Civil Engineer, July 17th, 1940, which map is to be filed in the Office of the Town Clerk of said Town of Wilton.

The Grantors also hereby convey to the Grantee any and all right, title and interest in and to the highway in front of said conveyed premises, and in and to the mill privileges and rights of flowage in any way connected with and appertaining to said premises, which were acquired by Ebenezer Gilbert from Henry E. Chillingworth, by deed recorded in Vol. 20, page 447 of the Land Records of said Town of Wilton, and also a right of way over the common drift or path leading from highway near residence formerly of Stanton Coley to location of a former large cow stable, said right of way for the benefit of the Grantee, its servants, teams, and for vehicles to pass and repass; which rights of way were conveyed to Martin Harbs, father of the Grantors, by said Ebenezer Gilbert, by deed dated March 2nd, 1908, recorded in Vol. 24, page 128 of said Wilton Land Records.

The property hereinbefore described is conveyed, however, subject to a permit for poles granted by said Ebenezer Gilbert to the Southern New England Telephone Company, dated November 19th, 1900, recorded in Vol. 23, page 519 of the Wilton Land Records.

A small portion of the above described tract (being in quantity 0.323 acres) is located on the easterly side of said Norwalk-Danbury Turnpike.

EXHIBIT "B"

SITE PLAN OF THE PREMISES

See the next two pages, consisting of an aerial view of the Property, indicating the location where the tower will be located (indicated as "Proposed Lessee Monopole") as well as a diagram of the tower compound (Site Layout).

LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

NOTES:

1. PRELIMINARY LESSEE UTILITY CONNECTIONS INCLUDE (1) POWER TAPPED FROM AN EXISTING PADMOUNT TRANSFORMER LOCATED AT BUILDING; (2) TELCO/FIBER TO BE ROUTED UNDERGROUND IN NEW CONDUIT FROM STREET; REFER TO L-2 FOR PROPOSED LAYOUT. FINAL DESIGN & ROUTING TO BE DETERMINED DURING THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT.
2. DESIGN SHOWN IS PRELIMINARY AND SUBJECT TO ENVIRONMENTAL, JURISDICTIONAL, GEOTECHNICAL AND OTHER EVALUATIONS, AS REQUIRED.

TOWER LOCATION:
COORDINATES:

LAT.: 41° 12' 16.05" N
LNG.: 73° 28' 15.30" W
380's A.M.S.L.

GROUND ELEVATION:
BASED ON GOOGLE EARTH

verizon

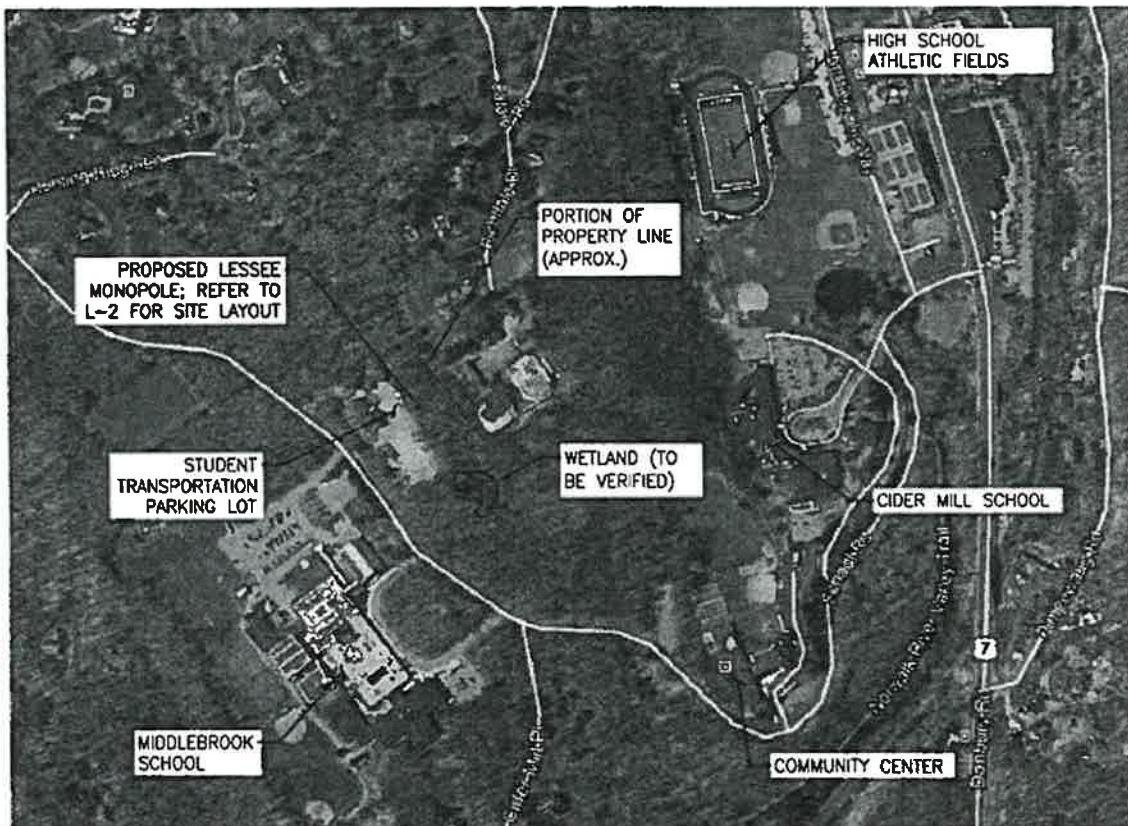
WIRELESS COMMUNICATIONS FACILITY

30 ALEXANDER DRIVE
WALLINGFORD, CT 06492

On Air Engineering, LLC

15 Foundry Pond Road
Cold Spring, NY 10516
(701) 454-4224
email@onaireng.com

DRAWING SCALES ARE INTENDED FOR 11"X17".
FOR PRINTED MEDIA ONLY, ALL OTHER PRINTED
SHEETS ARE DESIGNED "TO SCALE".



KEY MAP
Scale: N.T.S.



KEY MAP

SHET NUMBER:

L-1

SITE ADDRESS:
TOWN OF WILTON
180 SCHOOL ROAD
WILTON, CT

SHET TITLE:

SHET NUMBER:

L-1

REVISIONS
N: 10/12/28 10/12/28
S: 10/12/28 10/12/28
E: 10/12/28 10/12/28
W: 10/12/28 10/12/28
NO DATE DESCRIPTION
DRAWN BY MF
CHECKED BY DW
SITE NAME:

WILTON SOUTH CT

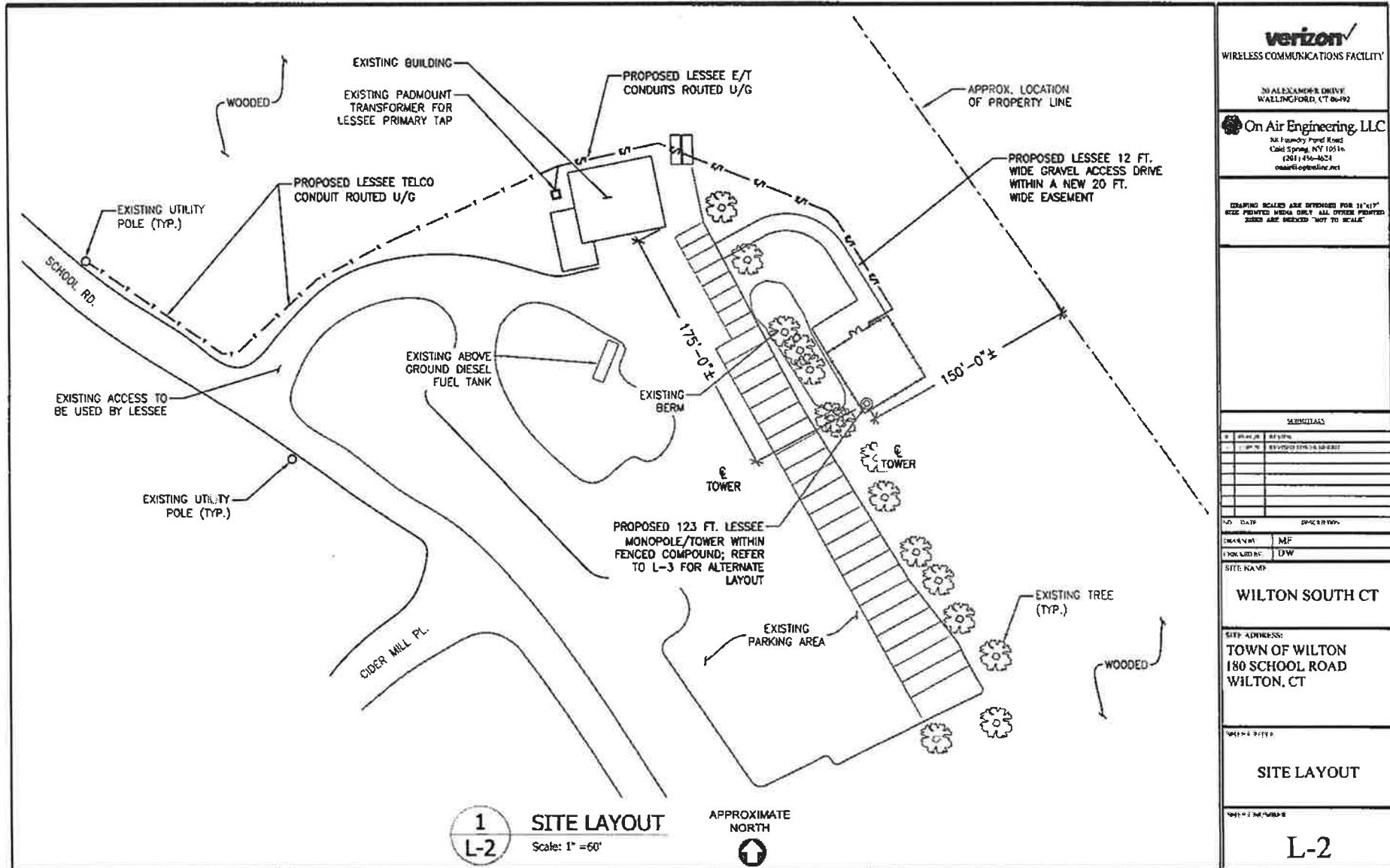
SITE ADDRESS:
TOWN OF WILTON
180 SCHOOL ROAD
WILTON, CT

SHET TITLE:

KEY MAP

SHET NUMBER:

L-1



FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement ("First Amendment") is effective this _____ day of _____, 202____, by and between **Town of Wilton** with an address of 238 Danbury Road, Wilton, CT 08697, hereinafter designated LESSOR, and **Cellco Partnership d/b/a Verizon Wireless** with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, the Parties entered into a Land Lease Agreement dated June 6, 2022 (the "Agreement"), for installation, maintenance and operation by LESSEE of a tower and associated communications equipment on LESSOR's Property at 180 School Road, Wilton, Connecticut; and

WHEREAS, the Parties desire to change the location and configuration of the Premises.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows, effective as of the date hereof:

1. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
2. Exhibit B to the Agreement is hereby replaced and superseded by Exhibit B-1 attached hereto and made a part hereof. All references to Exhibit B contained in the Agreement shall hereby refer to Exhibit B-1 as modified hereby. In case of any conflict between the provisions of Exhibit B and Exhibit B-1, Exhibit B-1 shall control. The Parties acknowledge that: (i) LESSEE shall construct a Tower of monopine design, with a maximum design height of 123 feet (with LESSEE's antennas at a centerline height of 120 feet and faux tree branches extending to a maximum height of 128 feet) and (ii) LESSEE shall install two (2) parking spaces as shown on Exhibit B-1, including design, underlayment and pavement to match existing conditions. Notwithstanding the above, the Parties acknowledge that LESSEE shall be permitted to construct a monopole Tower in lieu of the monopine design if such substitution is required for approval by the Connecticut Siting Council ("CSC"), provided the installation remains in substantial conformance with Exhibit B-1 in all other respects.
3. In case of any inconsistencies between the terms and conditions contained in this First Amendment or the Agreement, and the terms and conditions contained in this First Amendment shall control.
4. Except as modified herein, all other terms and conditions of the Agreement are hereby ratified and reaffirmed as in full force and effect.

SITE NAME: Wilton South CT
MDG ID: 5000368539

This First Amendment may be executed in one or more original counterparts and may be executed electronically.

[Signatures Appear on the Following Page]

SITE NAME: Wilton South CT
SITE NUMBER: 470977

Signature page to First Amendment of Land Lease Agreement

LESSOR:

Town of Wilton

By: Lynne A. Vanderslice

Name: LYNNE A VANDERSLICE

Title: FIRST SELECTWOMAN

Date: March 8, 2023

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B-1

See attached Lease Exhibit prepared by On Air Engineering, LLC, 4 pages (L-1, L-2, L-3 and L-4), rev. 6 dated 03/02/2023.

LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

NOTES:

1. PRELIMINARY LESSEE UTILITY CONNECTIONS INCLUDE (1) POWER TAPPED FROM AN EXISTING PADMOUNT TRANSFORMER LOCATED AT BUILDING; (2) TELCO/FIBER TO BE ROUTED UNDERGROUND IN NEW CONDUIT FROM STREET; REFER TO L-2 FOR PROPOSED LAYOUT. FINAL DESIGN & ROUTING TO BE DETERMINED DURING THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT.
2. DESIGN SHOWN IS PRELIMINARY AND SUBJECT TO ENVIRONMENTAL, JURISDICTIONAL, GEOTECHNICAL AND OTHER EVALUATIONS, AS REQUIRED.

TOWER LOCATION:
COORDINATES:

LAT.: 41° 12' 15.50" N
LNG.: 73° 26' 15.15" W
378± A.M.S.L.

BASED ON GOOGLE EARTH

verizon

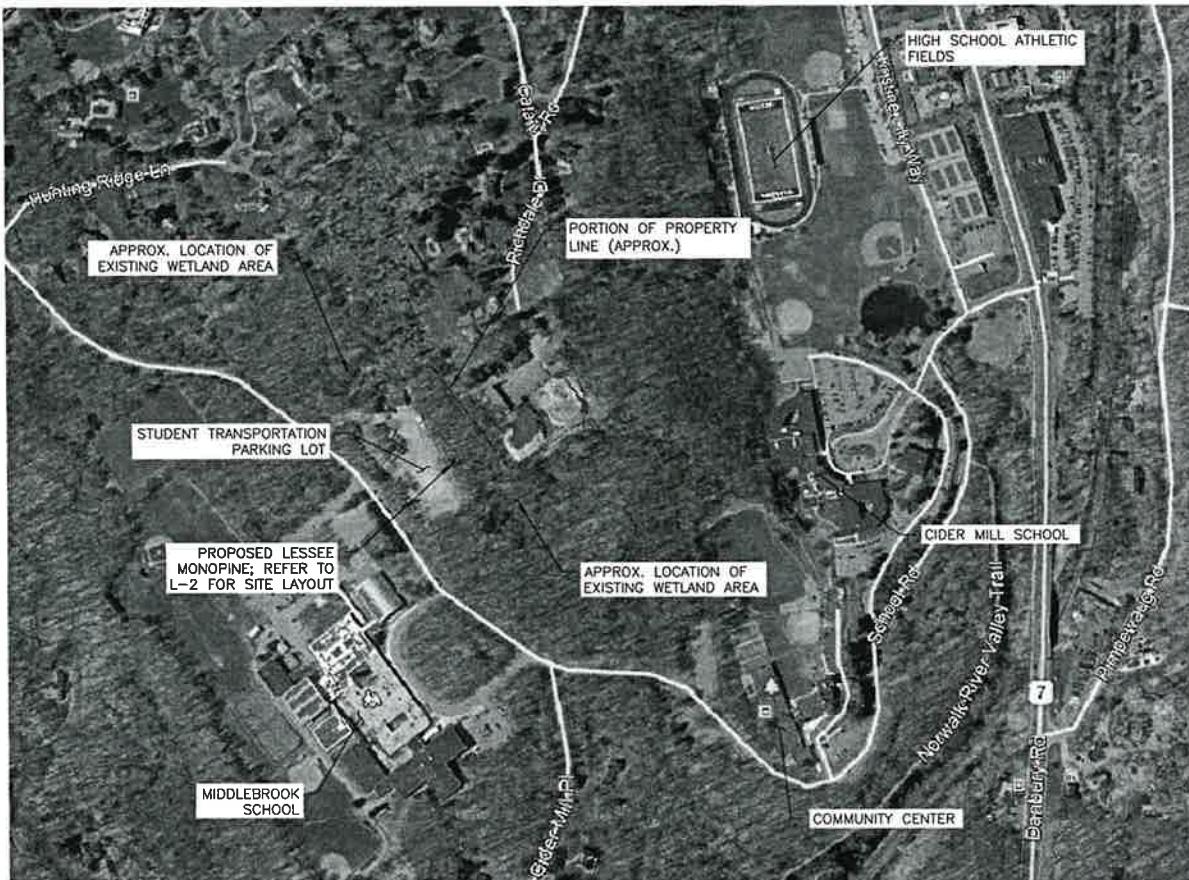
WIRELESS COMMUNICATIONS FACILITY

20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

 On Air Engineering, LLC

88 Foundry Pond Road
Cold Spring, NY 10516
(201) 456-4624
onair@onaironline.net

DRAWING SCALES ARE INTENDED FOR 11"X17"
SIZE PRINTED MEDIA ONLY. ALL OTHER PRINTED
SIZES ARE DEEMED "NOT TO SCALE".



1
KEY MAP
Scale: N.T.S.
L-1

APPROXIMATE
NORTH

SUMMITALS

0	09.04.20	REV'D
1	12.08.20	REV'D TO 30' & HEIGHT
2	12.23.20	REV'D PER CLIENT COMMENTS
3	09.21.20	REV'D FACILITY LOCATION
4	12.27.20	REV'D FACILITY LOCATION
5	02.20.21	REV'D PER TOWN COMMENTS
6	01.02.21	REV'D TOWER TO MONOPINE

NO. DATE DESCRIPTION

DRAWN BY: MF
CHECKED BY: DW

SITE NAME:

WILTON SOUTH CT

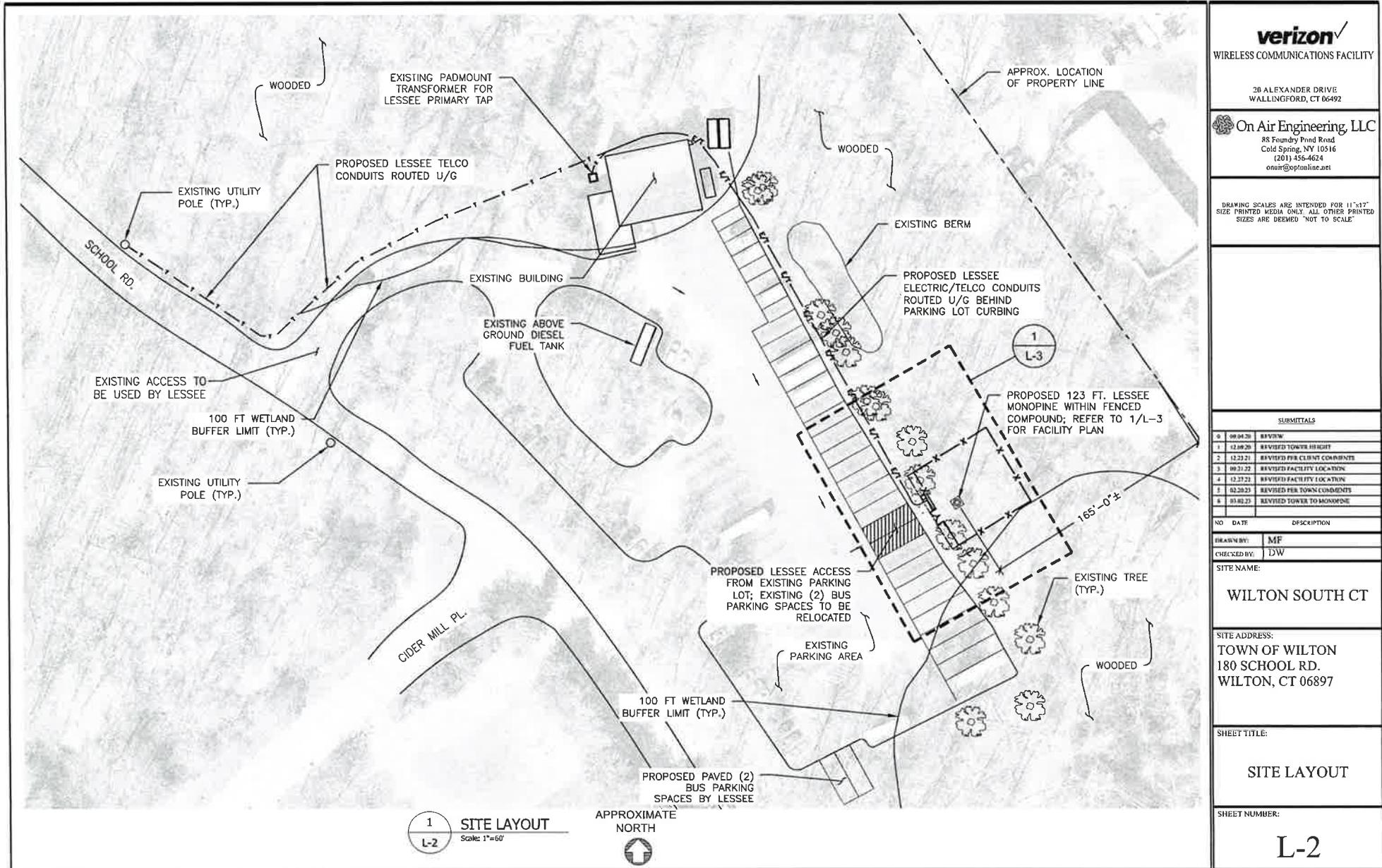
SITE ADDRESS:
TOWN OF WILTON
180 SCHOOL RD.
WILTON, CT 06897

SHEET TITLE:

KEY MAP

SHEET NUMBER:

L-1



verizon ✓

WIRELESS COMMUNICATIONS FACILITY

20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

 **On Air Engineering, LLC**
RR Foundry Pond Road
Cold Spring, NY 10516
(201) 456-4624
onair@optonline.net

DRAWING SCALES ARE INTENDED FOR 11" x 17"
SIZE PRINTED MEDIA ONLY. ALL OTHER PRINTED
SIZES ARE DEEMED "NOT TO SCALE"

SUBMITTALS

0	69.04.20	REVIEW
1	12.09.20	REVISED TOWER HEIGHT
2	12.23.21	REVISED PER TOWN COMMENTS
3	16.21.21	REVISED FACILITY LOCATION
4	12.27.21	REVISED FACILITY LOCATION
5	12.28.21	REVISED PER TOWN COMMENTS
6	10.02.21	REVISED TOWER TO MONOPINE

NO DATE DESCRIPTION

DRAWN BY: MF
CHECKED BY: DW

SITE NAME:

WILTON SOUTH CT

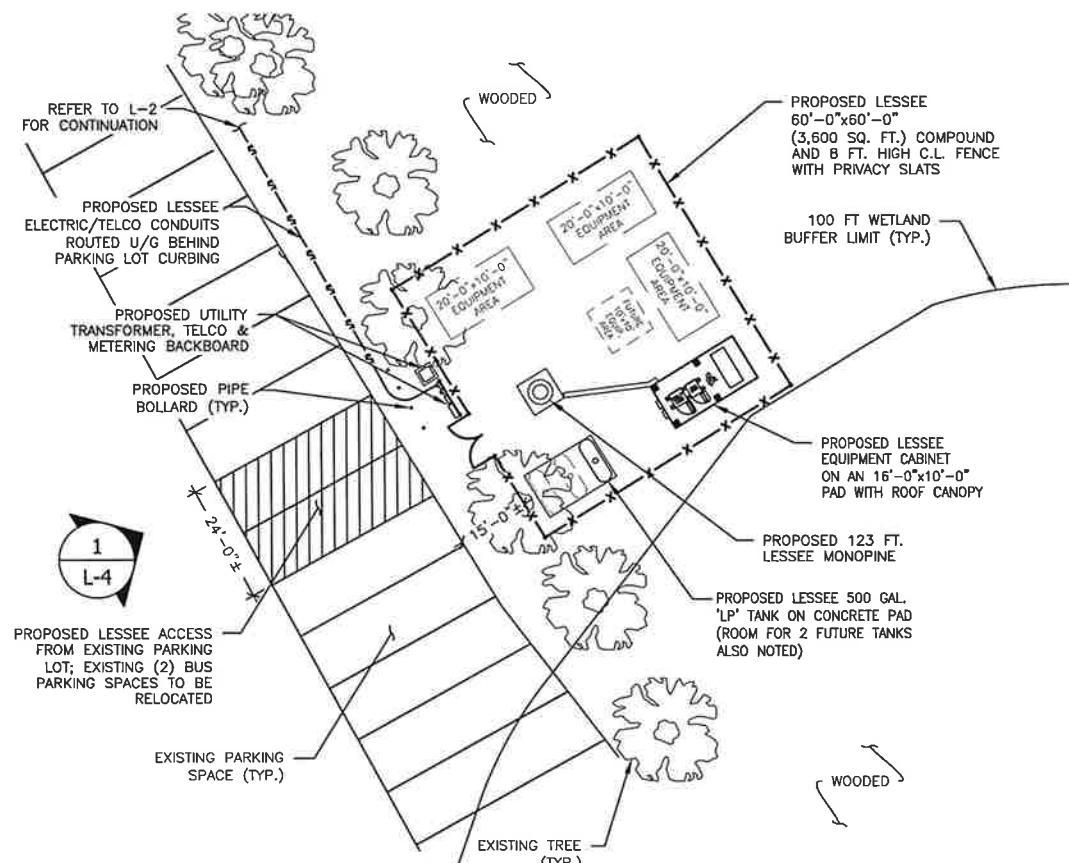
SITE ADDRESS:
TOWN OF WILTON
180 SCHOOL RD.
WILTON, CT 06897

SHEET TITLE:

COMPOUND PLAN

SHEET NUMBER:

L-3

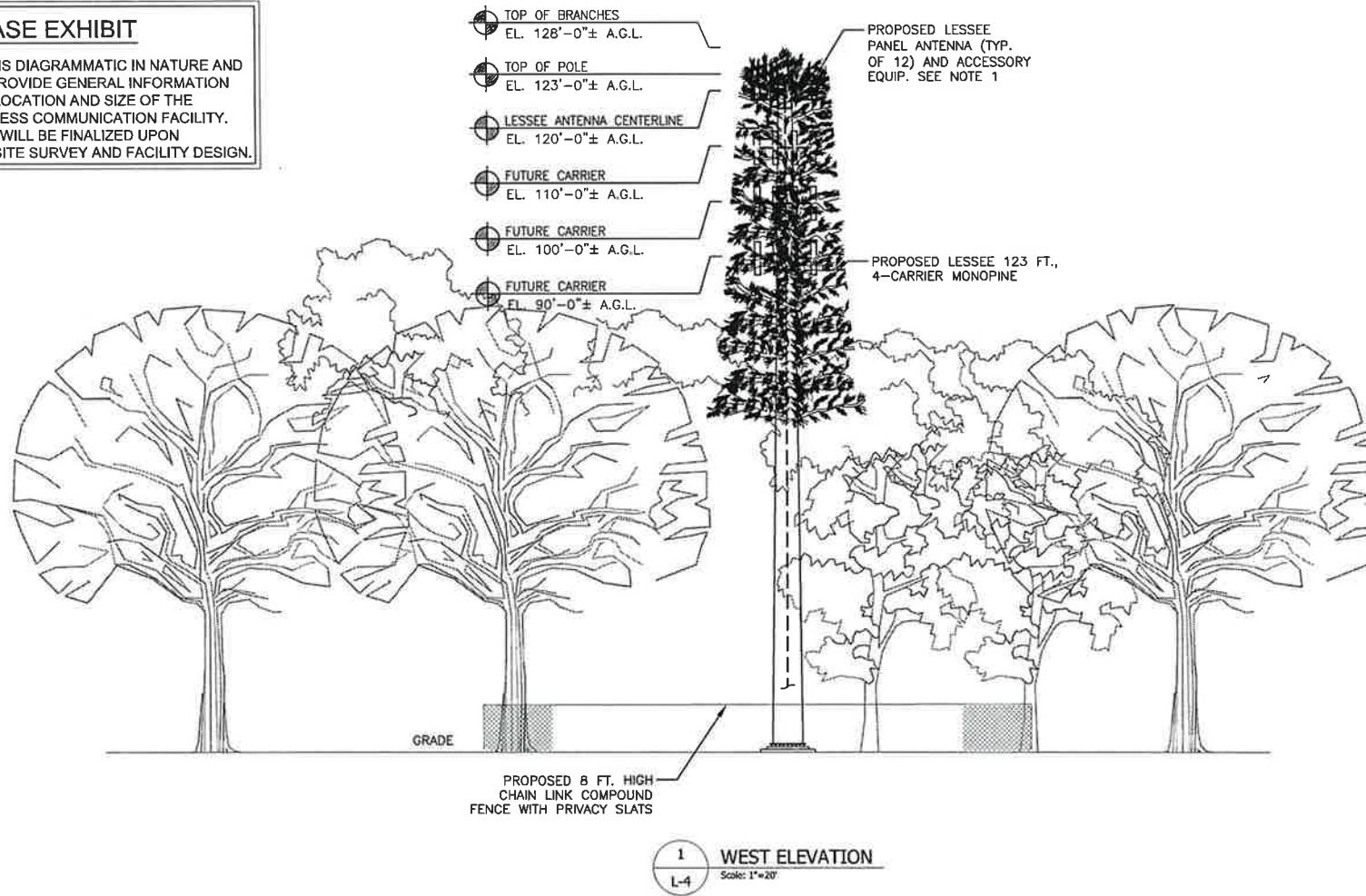


NOTES:

1. THE PROPOSED LESSEE ANTENNA INSTALLATION TO CONSIST OF (3) SECTORS OF (4) PANEL ANTENNAS EACH FOR UP TO (12) PANEL ANTENNAS TOTAL AND ASSOCIATED APPURTENANCES; SUBJECT TO CHANGE AT ANY TIME.
2. DESIGN SHOWN IS PRELIMINARY AND SUBJECT TO ENVIRONMENTAL, JURISDICTIONAL, GEOTECHNICAL AND OTHER EVALUATIONS, AS REQUIRED.
3. BRANCH DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON ZONING, MANUFACTURER AND/OR OTHER REQUIREMENTS.

LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.



verizon
WIRELESS COMMUNICATIONS FACILITY

20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

 On Air Engineering, LLC
RR Foundry Pond Road
Cold Spring, NY 10516
(201) 456-4624
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DRAWING SCALES ARE INTENDED FOR 11" x 17"
SIZE PRINTED MEDIA ONLY. ALL OTHER PRINTED
SIZES ARE DEEMED "NOT TO SCALE".

SUBMITTALS

0	09.04.20	REVIEW
1	12/09/20	REVISED TOWER HEIGHT
2	12/23/21	REVISED PER CUNY COMMENTS
3	09/21/22	REVISED FACILITY LOCATION
4	12/27/22	REVISED FACILITY LOCATION
5	02/28/23	REVISED PER CUNY COMMENTS
6	03/02/23	REVISED TOWER TO MONOPINE

NO. DATE DESCRIPTION

DRAWN BY: MF
CHECKED BY: DW

SITE NAME:
WILTON SOUTH CT

SITE ADDRESS:
TOWN OF WILTON
180 SCHOOL RD.
WILTON, CT 06897

SHEET TITLE:
WEST ELEVATION

SHEET NUMBER:
L-4

EXHIBIT 2

REQUEST FOR PROPOSALS (RFP)

FOR

**LEASE OF REAL PROPERTY FOR WIRELESS
TELECOMMUNICATIONS FACILITY**

RFP NUMBER 2021-08



ISSUE DATE: August 30, 2021

ISSUED BY: TOWN OF WILTON
238 DANBURY ROAD
WILTON, CT 06897

INQUIRIES: MICHAEL WRINN, DIRECTOR OF PLANNING & LAND
USE MANAGEMENT
PHONE: 203-563-0185
EMAIL: MICHAEL.WRINN@WILTONCT.ORG

SUBMISSION
DEADLINE: MONDAY, September 20, 2021, 11:00 AM

TABLE OF CONTENTS

LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY

RFP NUMBER 2021-08

INVITATION TO BID	3
NOTICE TO BIDDERS	4
PROJECT OVERVIEW AND BACKGROUND	5
SPECIFIC REQUIREMENTS	5
MINIMUM REQUIREMENTS	6
GENERAL CONDITIONS	7
BID FORM	13



INVITATION TO BID

August 30, 2021

Sealed bids for the RFP - LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY, RFP NO. 2021-08 will be received by the Town of Wilton until 11:00 A.M., MONDAY, September 20, 2021 per the attached Notice to Bidders. No bids will be received after that hour.

Bids shall be rendered on the Bid Form provided and shall state clearly any exceptions to the Specific Requirements, Minimum Requirements and General Conditions. If required, clarification of the Specific Requirements, Minimum Requirements and General Conditions may be obtained via email by contacting the Town's Director of Planning & Land Use Management, Michael Wrinn, at *michael.wrinn@wiltonct.org*. To receive consideration, such **questions** must be received by MONDAY, September 13, 2021 at 11:00 A. M.

All bids are to be addressed to the Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly labeled: RFP - LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY.

We hope to entertain a bid from your firm on that date.

Sincerely,

Michael Wrinn, Director of
Planning & Land Use Management

**TOWN OF WILTON
NOTICE TO BIDDERS
RFP NUMBER 2021-08**

Sealed bids for LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY will be received by the Town of Wilton until 11:00 A.M., MONDAY, September 20, 2021. No bids will be received after that hour. Bid opening will take place in a TOWN HALL CONFERENCE ROOM IMMEDIATELY THEREAFTER.

Copies of the RFP documents and information may be obtained by downloading directly from the Town of Wilton's website www.wiltonct.org/bids.

All bids are to be addressed to Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly marked: RFP - LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY.

Each bidder shall submit (1) one original and (2) two printed copies plus one (1) e-copy via USB Drive / memory stick of its bid.

The Town of Wilton is an Affirmative Action/Equal Opportunity Employer.

Bidders shall comply with State mandated Guidelines, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Oral, telephone and FAX responses will NOT be considered. A bidder may not withdraw a bid within ninety (90) days of the bid opening.

The Town reserves the right to reject any, or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the highest bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the bids and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Bidder that the Town feels is best suited to enter into a lease with the Town and construct a suitable wireless telecommunications facility. The RFP does not constitute a contract or offer of employment.

Michael Wrinn, Director of Planning & Land Use
Management
August 30, 2021

**TOWN OF WILTON
RFP NUMBER 2021-08
LEASE OF REAL PROPERTY FOR WIRELESS
TELECOMMUNICATIONS FACILITY**

PROJECT OVERVIEW AND BACKGROUND

The Town of Wilton, Connecticut, requests sealed proposals from qualified companies for a lease agreement for a portion of the certain Town-owned real property situated at the Town School Bus Depot, with an address of 180 School Road, Wilton, Connecticut, together with a non-exclusive right of reasonable access thereto and to the closest source of electric and telephone facilities for the sole purpose of constructing, installing, operating, maintaining and repairing a cellular/wireless telecommunications facility to provide personal communications services, including a telecommunications tower, antennas, an equipment pad or shelter, cables, transmission and utility wires, poles, conduits, pipes, accessories and related equipment and improvements. Under the lease agreement, the Town of Wilton will continue to own the land, the lessee/tenant will own the telecommunications structures and equipment, and the lessee/tenant will use the equipment compound on the land exclusively for the wireless telecommunications facility.

SPECIFIC REQUIREMENTS

Proposals should include a survey or engineering drawings showing: (a) the area of the School Bus Depot, the location of the proposed tower and equipment compound (which shall not exceed 3,600 square feet) and all access easements; and (b) an elevation drawing showing the proposed tower and all other structures to be constructed within the equipment compound.

Each bidder shall examine the subject property to familiarize itself with the property and with the requirements of this RFP and to prepare its proposal in a thorough manner. **Bidders are advised that access to the property is restricted. Entering the School Bus Depot area without the prior written authorization of the Town's Director of Public Works & Facilities is strictly prohibited. Bidders wishing to visit and/or inspect the property must make arrangements in advance with the Town's Director of Public Works & Facilities, Chris Burney, at 203-563-0152, E-mail: chris.burney@wiltonct.org.**

Each bidder shall propose a form of lease agreement pursuant to which the Town will lease a portion of the property to the bidder (hereafter sometimes also referred to as, the "Developer") for construction of the wireless telecommunications facility.

The lease agreement should describe the location of the facility, the enclosed equipment compound and/or equipment pad, and the non-exclusive right of reasonable access thereto and to the closest source of electric and telephone facilities.

The lease agreement must include provisions pursuant to which the Developer agrees to allow the Town to use the tower and equipment for municipal services free of charge, and to cooperate with and accommodate the Town's fire, police, EMS and/or highway department or any other municipal department that elects to install equipment on or about the tower.

The lease agreement must contain provisions pursuant to which the Town would retain usage of the tower for its municipal telecommunications equipment if the tower is sold or subleased. In no event, including but not limited to a sublease, shall there be any interference with Town's right to locate municipal telecommunications equipment on the tower. The lease agreement must contain provisions pursuant to which the Town has the option and right, upon termination or expiration of the lease agreement, to require the Developer to transfer the tower and ground structures to the Town for no cost / nominal consideration.

In addition to the above items, each bidder shall submit, as part of its proposal, the following:

- A letter of transmittal signed by an individual authorized to negotiate for and contractually bind the bidder, stating that the proposal is effective for at least ninety (90) calendar days from the date of opening of the proposals.
- An explicit statement of intent that the bidder shall comply with all Town ordinances, rules and regulations in the implementation of the project.
- Information that the bidder has the financial capability to construct, install, operate, maintain and repair the proposed telecommunications facility, including without limitation a copy of the audited financial statements for the bidder's two most recent fiscal years.
- A fully executed and completed Bid Form.
- The name, address, telephone number and job title of the individual who will be the bidder's contact person.
- The name, telephone number and function of all consultants that the bidder intends to retain or use in connection with the project.
- The rent, colocation fee sharing percentage and other consideration that the bidder proposes to pay to the Town under the lease agreement.

MINIMUM REQUIREMENTS

The Town will reject bids, which do not meet the following requirements.

1. The bid must be delivered to the First Selectman's office before the submission deadline.
2. Bidder must be a company with demonstrated experience in the construction and management of wireless telecommunications facilities in the State of Connecticut.
3. Bidder must identify the name of the firm and any firms who will work as subcontractors as well as the date(s) of formation/incorporation, address(es) of nearest office(s) and names of principal owners.
4. Bidder must identify a project manager or lead consultant who will be the Town's point of contact and be responsible coordinating the firm's work.
5. Bidder must submit information that clearly demonstrates the firm's qualifications to construct a wireless telecommunications facility including a complete list of wireless telecommunications facilities completed and operational within the State of Connecticut.
6. Bidder must state in writing whether or not there are any potential conflicts of interest that exist vis a vis entering into a lease agreement with the Town and identify any such potential conflicts of interest.
7. Bidder must submit a list of all Connecticut municipalities with which the bidder has entered into a contract or lease agreement for the construction of a wireless telecommunications facility on land owned by the municipality within the past ten years, including the following.
 - Name of town or city
 - Telephone number and e-mail address of the town or city's project coordinator
 - Street address of wireless telecommunications facility
 - Operational date of wireless telecommunications facility

The Town reserves the right to contact the bidder's references. By submitting a bid, the bidder authorizes the Town to contact its references.

8. Bidder must submit a project schedule, including a proposed timeline for the project, including at least the following: commencement of payments to the Town under the lease agreement; commencement and completion of governmental approvals / permitting; commencement of construction; completion of construction; and operational date.

GENERAL CONDITIONS

1. **PREPARATION OF BIDS.** A Bid Form will be furnished by the Town. Bidder is

required to use the Bid Form to submit its bid. All blank spaces must be filled out and no changes shall be made to the Bid Form. Bidder shall sign its Bid Form in the blank spaces provided. Supplementary narratives, information, drawings and documentation should be attached to the Bid Form. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation, by one of the officers.

2. **EXEMPTION FROM TAXES.** Purchases made by the Town of Wilton are exempt from payment of Federal Taxes and Connecticut Sales and Use Taxes. Such taxes must not be included in the bid price of all items or materials permanently incorporated into the work or furnished to the Town.
3. **SUBMISSION OF BIDS.** Each bid submitted must be enclosed in a sealed envelope. The envelope shall bear the name and address of the Bidder. All bids are to be addressed to Town of Wilton, First Selectman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly marked: RFP – LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY.
4. **RECEIPT OF BIDS.** Bid Forms will be received until the submission deadline.
5. **WITHDRAWAL OF BIDS.** The Bidder may withdraw any bid prior to the submission deadline, provided the Bidder's request for the withdrawal is delivered to the Town's Director of Planning & Land Use Management before the bids are opened. No Bidder may withdraw its bid within ninety (90) days after date of opening thereof.
6. **OBLIGATION OF THE BIDDER.** At the time of the opening of the bids, each bidder will be presumed to be familiar with the RFP's Specific Requirements, Minimum Requirements and General Conditions, and to have read and be thoroughly familiar with the RFP's Specific Requirements, Minimum Requirements and General Conditions, and no allowance will be made for failure to have done so.
7. **ADDENDA AND FINANCIAL RESOURCES.**
 - a) The Town reserves the right to issue addenda at any time prior to the submission deadline. All addenda will become part of this RFP. Each bidder should cover the addenda in its bid and acknowledge receipt of the addenda on the blanks provided therefore. It is the bidders' responsibility to access the Town's website or contact the Town for any addenda that may be issued in conjunction with this RFP.
 - b) The Town reserves the right to require any or all bidders to submit statements as to financial resources available for the project. The mere opening and reading aloud of a bid shall not constitute or imply the Town's acceptance of the suitability of a bidder or the bid. The competency and responsibility of bidders as well as the number of working days required for completion will be considered in making an award.

8. INQUIRIES AND ADDENDA.

- a) All technical inquiries regarding this RFP will be answered up to **11:00 a.m. on Monday, September 13, 2021** after which time no additional questions will be accepted. Technical inquiries should be addressed to **Michael Wrinn**, at **michael.wrinn@wiltonct.org**. Answers to questions will be made available in writing by email and posted as an addendum on the Town web site.
- b) To communicate with any or all the bidders to clarify the provisions of this RFP, the Town reserves the right to request additional information from any bidder at any time after bids are opened.
- c) It is the sole responsibility of a bidder to verify any addenda that may have been issued relating to this RFP prior to submission of a bid. Any notice of addendum will be published on the Town's website: **www.wiltonct.org/bids**. Submission of a bid that does not address any changes or addenda may result in disqualification of a bid.

9. INSURANCE. The successful bidder shall obtain the insurance coverages described below and maintain such coverages for the duration of the project, from a company or companies with an A.M. Best rating of A- (VII) or better. The insurance shall protect the Town from claims that may arise out of or result from the successful bidder's obligations or from the obligations of any subcontractor or any other person or entity directly or indirectly employed by the successful bidder or by anyone for whose acts said successful bidder may be liable. The successful bidder must require that all sub-contractors, agents and assigns procure and maintain sufficient insurance protection. The successful bidder shall not commence work until all insurance required of the successful bidder has been procured and approved by the Town. For each policy, the successful bidder shall provide the Town with certificates of insurance. The successful bidder shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

a. **Workers Compensation:** The successful Bidder shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation. Full compliance with the United States Longshoremen's and Harbor Workers' Compensation Act and the Jones Act is required where applicable.

b. **Commercial General Liability Insurance:** The successful Bidder shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and

completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as additional insured.
- Coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- The policy shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the Successful Bidder.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

c. Commercial Automobile Insurance: The successful Bidder shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

d. Umbrella or Excess Liability Insurance: The successful Bidder shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.

Each of the policies described above shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of the contract and, upon request of the Town, at every date for renewal of the policies, the contractor shall cause a certificate of insurance to be issued by an insurance agent licensed in the State of Connecticut. The Commercial General Liability and Automobile Insurance policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in policy limits.

11. **EVALUATION OF BIDS.** The Town Planner and the Board of Selectmen, will review the bids. The Town Planner and Board of Selectmen reserve the right to conduct interviews of one or more "finalists".
12. **SELECTION CRITERIA.** The Town will apply the following selection criteria to the evaluation of proposals.

Minimum Criteria

- Developer must be authorized by the Federal Communications Commission to provide cellular/wireless communication services in the State of Connecticut.
- All portions of equipment other than the tower, antennae, antennae arrays, panels, and that which is stored in the equipment building must be suitably screened from view or must be encased in the conduits provided for that purpose or appropriately landscaped.
- The entire system must be installed to be compatible with other uses located on the property.
- Developer must demonstrate compliance with all standards of the Federal Communications Commission and must have all necessary local, federal and state certifications, permits and approvals.
- Developer must submit at least five (5) acceptable letters of reference from entities with which Developer has done business.

Comparative Criteria (not necessarily in order of importance)

- Developer's demonstrated ability to construct, maintain, repair and manage a wireless telecommunications facility.
- Lease term in years, including extension periods.
- Rent.
- Annual escalations of rent.
- Town's share (expressed as a percentage) of colocation fees.
- Tower height, structural design and camouflage techniques.
- Details of plans for screening and landscaping surrounding equipment compound.
- Plans for protection of Town-owned school bus parking lot pavement.
- Plans for co-location (i. e., number of wireless telecommunications carriers that the tower will be designed to accommodate).

13. CONFLICT OF INTEREST. No elected or appointed official or employee of the Town, or member of a local public agency having jurisdiction within the Town, during his or

her tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFP.

14. **NONDISCRIMINATION.** The consulting services between the Town and the successful Bidder will include a non-discrimination clause providing that no person shall be denied or subjected to discrimination on account of any services or activities resulting from the agreement on the grounds of sex, sexual orientation, gender identity or expression, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or the presence of any sensory, mental or physical handicap. Any violation of the provision shall be considered a violation of a material provision of the agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement and may result in ineligibility for further Town contracts. The successful Bidder shall provide a non-discrimination certification. The Town is an AA/EEO employer, and encourages MBE and WBE firms to apply.
15. **RESERVATION OF RIGHTS.** The Town reserves the right to reject any, or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the highest bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the bids and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Bidder that the Town feels is best suited to enter into a lease with the Town and construct a suitable wireless telecommunications facility. The RFP does not constitute a contract or offer of employment.

RFP - LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY
RFP NO. 2021-08

BID FORM

The undersigned declares that she/he has carefully examined the RFP's Specific Requirements, Minimum Requirements and General Conditions and proposes to enter into a lease of real property for the construction of a wireless telecommunications facility as follows.

Acknowledgement of Addenda

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____

Certification

The undersigned attests that this Bid complies with the RFP's Specific Requirements, Minimum Requirements and General Conditions except as noted here and on separate typewritten pages (if necessary) included with and made a part of this Bid.

EXCEPTIONS (if any): _____

COMPANY NAME: _____

STREET ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME OF PERSON SIGNING: _____ TITLE: _____

TELEPHONE: _____ EMAIL: _____

EXHIBIT 3



WETLAND AND VERNAL POOL ASSESSMENT

April 28, 2023

Verizon Wireless
20 Alexander Drive
Wallingford, Connecticut 06492

Re: Proposed Verizon Wireless Wilton South Telecommunications Facility
Town of Wilton Bus Storage Lot, 180 School Road, Wilton, Connecticut
APT Project No. CT14113400

On behalf of Verizon Wireless ("Verizon"), All-Points Technology Corporation, P.C. ("APT") performed an evaluation of wetland and vernal pool impacts associated with the proposed Wilton South telecommunication facility ("Facility"). The Facility is proposed on Town of Wilton property located at 180 School Road (the "Subject Property") that is improved with a bus storage facility located north across School Road from the Middlebrook School.

Introduction

This wetland and vernal pool assessment is based on field inspections performed by APT wetland scientists on June 30, 2022 and April 10, 2023. An evaluation of the proposed Facility's impact to wetland and vernal pool resources is based on a review of project site plans prepared by On Air Engineering latest revision date 03/07/23.

APT wetland scientists conducted an initial inspection of the Subject Property on June 30, 2022 to confirm the presence and extent of wetlands and watercourses within and proximate to the proposed Facility. Two wetland areas that each contained potential vernal pool habitat were identified during that investigation. A forested seep wetland system with areas of seasonal flooding (Wetland 1) was identified in the northwestern portion of the Subject Property north of the proposed Facility. A second forested wetland (Wetland 2) was identified within the southeastern portion of the Subject Property south of the proposed Facility. As a result of comments received from the public and the Town of Wilton during a public informational meeting held on November 2, 2022, minor adjustments to the Facility location resulted with a shift to the south from the original location and elimination of a proposed access drive. With the new proposed Facility location's access requiring the use of two bus parking spaces, the displaced parking spaces would be added to the southern side of the exiting parking lot. With the new development area added for the two bus parking spaces, APT expanded its original study area during an April 10, 2023 investigation. As part of this recent investigation, the previously delineated limits of Wetland 2 were extended to the south and a small isolated wetland (Wetland 2) was identified bordering on the north side of School Road consisting of a disturbed seasonally saturated area. Please refer to the attached Wetland Inspection Map.

The proposed Facility will be located within an early to mid-successional upland forest dominated by red maple and black birch with a sparse understory of Japanese barberry, winged euonymus, and wineberry adjacent to the existing bus storage lot paved parking area. The proposed Facility would consist of a monopole and associated ground equipment located within a gravel compound area surrounded by an exterior chain-link fence. Access would be from School Road following through the existing paved parking area access to the eastern side of the parking lot encompassing two bus parking spaces to the proposed Facility location. Descriptions of three nearby wetland areas is provided below.

Wetland 1, located \pm 105 feet south of the proposed Facility, consists of a forested wetland system dominated by red maple, green ash, and American elm. Glacial hardpan till results in a seasonal perched shallow groundwater table and development of poorly drained soils. Hillside seepage also contributes to the hydrology of this wetland. A dominance of hydrophytic (wetland) vegetation within the herbaceous and shrub layers is comprised mainly of spicebush, skunk cabbage, jewelweed, and sensitive fern throughout the delineated wetland. Evidence of seasonal flooding included water-stained leaves, water-stained/buttressed tree trunks, and a localized topographic depression; this area potentially supports vernal pool breeding habitat. Wetland 1 generally drains north to south with a gentle gradient within a shallow slope-break.

Wetland 2, located on the northwest end of the school bus parking lot and \pm 370 feet north of the proposed Facility, consists of a forested wetland dominated by red maple and white oak. A distinct topographic depression with water-stained leaves, buttressed roots and moss trim lines on trees indicate seasonal hydrology and inundation depths present within the wetland interior; this area potentially supports vernal pool breeding habitat. A dominance of hydrophytic vegetation within the herbaceous and shrub layer is comprised mainly of spicebush, highbush blueberry, sensitive fern, tussock, and bladder sedge throughout the delineated wetland. This feature generally drains southeast within a broad forested seep system that extends onto the adjacent property.

Wetland 3, located \pm 300 feet south of the proposed Facility, is a small isolated forested red maple wetland that receives surficial flow from the adjacent hillside including overflows from Wetland 2. This seasonally saturated complex borders School Street and is located in a concave depression with historic disturbance associated with roadway development. A stone wall serves as the northern boundary.

The April 10, 2023 inspection determined the flooded area observed within Wetland 2 (identified as Vernal Pool 1) supports breeding by obligate vernal pool species. Several wood frog egg masses and tadpoles were identified throughout the flooded extents of Wetland 2 along with spotted salamander spermatophores, a capsule or mass containing spermatozoa; no spotted salamander egg masses were observed. The previously identified flooded area within Wetland 1 did not sustain the necessary hydrology for amphibian breeding activity and therefore Wetland 1 was determined not to function as a vernal pool habitat.

Wetland Impact Evaluation

There are no direct impacts to Wetlands 1, 2, or 3 as a result of the proposed Facility's development activities. Construction activities for the Facility compound and the two bus parking spaces will all be more than 100 feet from the nearest wetland area; the Facility's south compound fence would be \pm 105 feet northwest of Wetland 2. Underground utilities would encroach within 100 feet of Wetland 1. However, that impact would be temporary in nature and would generally occur within existing disturbed areas associated with the north side of the bus parking lot.

To promote protection of wetlands during construction, safeguards are proposed to avoid unintentional impacts to these resources, including construction phase protection measures and the installation and maintenance of erosion controls in accordance with the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control. In addition, a wetland protection plan will be implemented during construction that will include an environmental monitor to ensure proper protective measures are installed and maintained throughout the duration of construction. Please refer to the attached Resource Protection Measures for additional details. By implementing these protective techniques throughout the duration of construction, potential adverse impacts to wetland resources will be mitigated.

Potential long-term secondary impacts to wetland resources associated with the operation of this Facility are minimized due to its unstaffed nature and negligible traffic for maintenance requiring approximately one visit per month. As such, operation of the Facility will not result in a likely adverse impact to wetland resources.

Considering the Facility's avoidance of direct wetland impacts and the relatively small area of activities within 100 feet of wetlands in combination with the construction-phase wetland protection measures, the proposed Facility will not result in a likely adverse impact to wetland resources.

Physical Impact to Vernal Pool and Surrounding Terrestrial Habitat

This section details a recognized scientific method for analyzing the potential impact a project may have on a particular vernal pool and its surrounding terrestrial (upland) habitat.

Construction and operation of the Facility would not result in direct physical impact to Vernal Pool 1. It is widely documented that vernal pool dependent amphibians are not solely reliant upon the actual vernal pool habitat for breeding (i.e., egg and larval development) but do require surrounding upland forest habitat for most of their adult lives. Accepted studies recommend protection of adjacent habitat up to 750 feet from the vernal pool edge for obligate pool-breeding amphibians.¹

In order to evaluate potential impacts to Vernal Pool 1 and the surrounding upland habitat, the resource was assessed using methodology developed by Calhoun and Klemens (2002) in combination with the US Army Corps of Engineers New England District's *Vernal Pool Best Management Practices (BMPs)* (January 2015)². Collectively, these methodologies assess vernal pool ecological significance based on two (2) parameters: 1) biological value of the vernal pool and, 2) conditions of the critical terrestrial habitat. The biological rating is based on the presence of state-listed species and the abundance and diversity of vernal pool indicator species. The terrestrial habitat is assessed based on the integrity of two terrestrial conservation zones: the vernal pool envelope ("VPE" - within 100 feet of the pool's edge) and the critical terrestrial habitat ("CTH" - within 100-750 feet of the pool's edge). Based on these observations, intact forest represents the highest value habitat within both of these conservation zones to support breeding opportunities for the various obligate vernal pool indicator species that rely on forested habitat (e.g., wood frog and spotted salamander). Based on the April 10, 2023 investigation Vernal Pool 1 meets the criteria for a Tier II vernal pool, supporting high breeding activity with over 25% of the critical terrestrial habitat developed in the existing condition.

¹ Calhoun, A.J.K. and M.W. Klemens. 2002. Best Development Practices (BDPs): Conserving Pool-Breeding Amphibians in Residential and Commercial Developments in the Northeastern United States. WCS/MCA Technical Paper No. 5.

² <https://www.nae.usace.army.mil/Portals/74/docs/regulatory/VernalPools/VPBMPsJan2015.pdf>

The vernal pool evaluated in this assessment was rated based on these criteria for both the existing condition and the proposed condition (e.g., Verizon's proposed development) to determine if the proposed development would result in a reduction in the tier rating system or reduce the terrestrial habitat integrity below the critical 75% non-development criterion. As previously discussed, the vernal pool currently has a diminished conservation priority rating of Tier II. The results of this analysis show that the proposed development will not result in further degradation of the existing tier rating or terrestrial habitat integrity of the vernal pool due to the small amount of disturbance associated with the Facility. The VPE will not be impacted by the proposed Facility development since the proposed Facility would be located \pm 160 feet northwest of Vernal Pool 1. The total area of Vernal Pool 1's CTH is \pm 45.4 acres associated with Vernal Pool 1 primarily includes undeveloped upland/wetland forested areas (\pm 26.1 acres) and developed land associated with commercial and residential use (\pm 19.3 acres). The vernal pool's CTH has \pm 43% development under existing conditions which does not exceed the 75% non-development criterion (57% undeveloped). Please refer to the enclosed Vernal Pool Analysis Map.

The proposed Facility and two bus parking spaces would result in \pm 0.2 acre of additional development, resulting in no appreciable increase to the total CTH associated with Vernal Pool 1. Therefore, the proposed Verizon development represents a de minimis increase in development of the vernal pool's CTH. Considering the diminished conservation status of the Tier II vernal pool, and the nominal increase in development, the Project would not result in a likely adverse impact to existing amphibian productivity nor will it result in long-term adverse impact to the terrestrial habitat supporting Vernal Pool 1.

The potential exists for short-term impacts to herpetofauna associated with the nearby vernal pool habitat due to possible encounters with migrating and basking individuals that may intercept the proposed development footprint during construction. Short-term impacts associated with the proposed development within the terrestrial habitat proximate to the vernal pool would be minimized by the proper installation and maintenance of erosion and sedimentation controls in accordance with 2002 Connecticut Guidelines For Soil Erosion and Sediment Control. Best Management Practices ("BMPs") are proposed during construction in a subsequent section of this document to avoid/minimize the potential for short-term impact to herpetofauna.

Hydraulic Alterations

Land-use changes (i.e., clearing, increases in impervious surface) can increase surface runoff in the watershed of a vernal pool. Direct inputs of stormwater flows into a pool may produce sudden water level increases in a short period of time and may lengthen the duration of flooding (hydroperiod). Diversion of stormwater flows past a pool may have the opposite effect of decreasing water levels and shortening the pool's hydroperiod. In addition, stormwater features that create temporary pools of water can result in a biological "sink" as breeding amphibians deposit eggs into a water body without the necessary hydraulic period to allow for successful development of the eggs into juveniles.

The proposed development will not alter existing surface or subsurface flow conditions or directions. Site clearing and grading activities will not de-water the nearby vernal pool or alter surface water drainage patterns associated with the pool. Impervious surfaces associated with the proposed Project have been minimized with the use of a gravel surface within the Facility compound to support infiltration and local groundwater recharge. Therefore, the proposed development will not alter the hydrology of the nearby vernal pool. In addition, no stormwater management features (temporary or permanent) are proposed that would result in creation of a temporary "decoy" pool and "sink" features,

which could potentially affect breeding amphibians intercepted on their migration to the nearby vernal pool.

Vernal Pool Recommended Best Management Practices

As a result of the proposed development's location in the vernal pool's CTH, BMPs are recommended to both protect the nearby wetland resources from temporary impacts and avoid unintentional impact or mortality to vernal pool herpetofauna (i.e., wood frog, salamanders, turtles, etc.) during construction activities. The vernal pool BMPs would be implemented during peak amphibian movement periods (early spring breeding [March 1st to May 15th] and late summer dispersal [July 15th to September 15th]) while the wetland BMPs would be implemented regardless of time of year. Please refer to the attached Resource Protection Measures for complete details. Therefore, it is APT's opinion the proposed Facility development will not result in a likely adverse impact to vernal pool resources.

If you have any questions regarding the above-referenced information, please feel free to contact me by telephone at (860) 552-2033 or via email at dgustafson@allpointstech.com.

Sincerely,

All-Points Technology Corporation, P.C.



Dean Gustafson
Senior Wetland Scientist

cc: Kenneth C. Baldwin, Robinson & Cole, LLP

Enclosures

Maps

- Wetland Inspection Map
- Vernal Pool Analysis Map



Legend

- Proposed Verizon Wireless Compound
- Proposed Verizon Wireless Equipment
- Existing Equipment (By Others)
- Subject Property
- Approximate Parcel Boundary
- Existing Utility Pole (By Others)
- Proposed Verizon Wireless Conduit
- 100' Upland Review Area
- Delineated Wetland Boundary
- Approximate Wetland Area
- Vernal Pool

Wetland Inspection Map

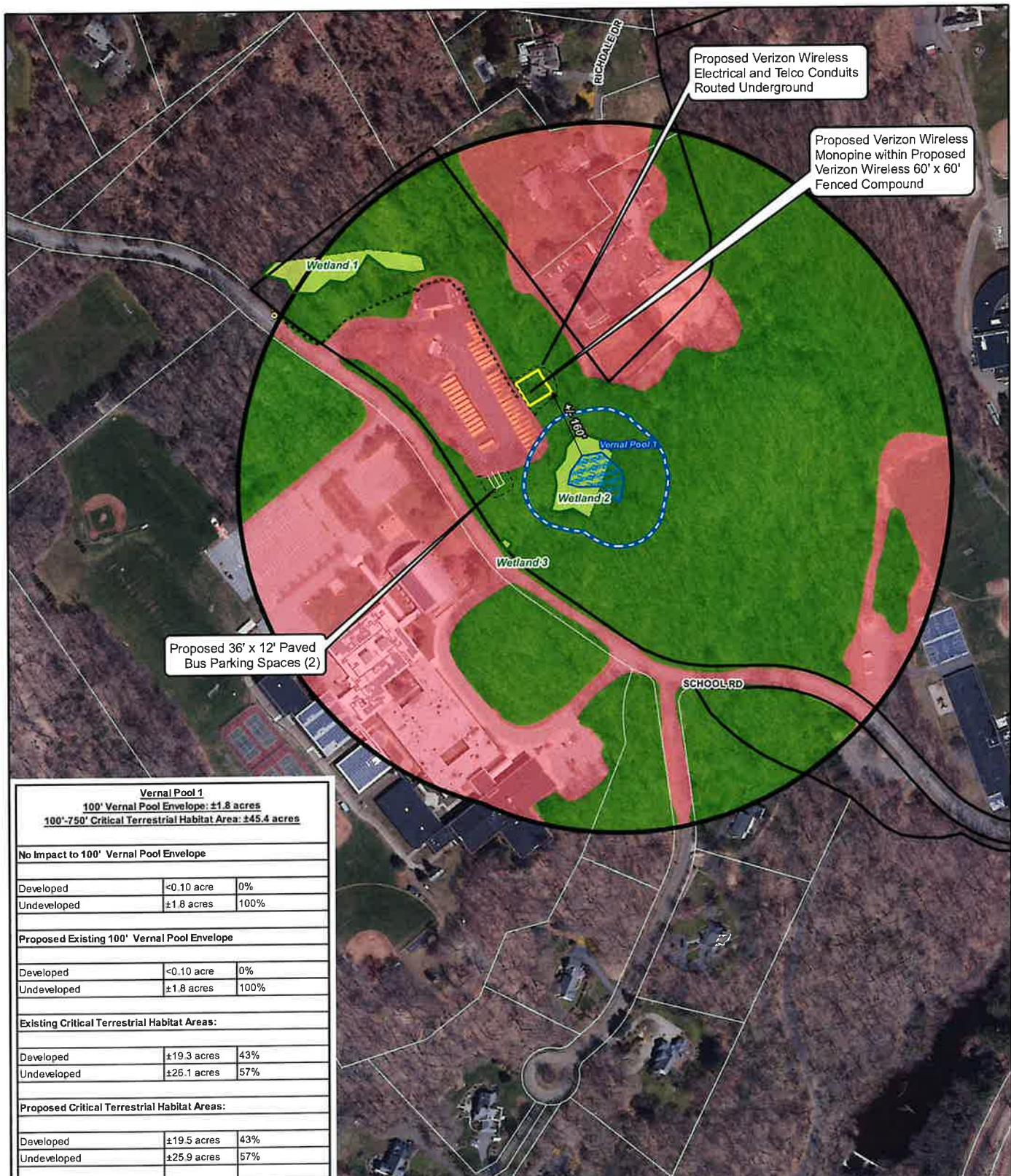
Proposed Wireless
Telecommunications Facility
Wilton South CT
180 School Road
Wilton, Connecticut

Map Notes:
Base Map Source: 2019 Aerial Photograph (CTECO)
Map Scale: 1 inch = 150 feet
Map Date: April 2023



verizon

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Legend

- Proposed Verizon Wireless Equipment
- Potential Vernal Pool
- Limit of Disturbance
- Subject Property
- Approximate Parcel Boundary
- Existing Utility Pole (By Others)
- Proposed Verizon Wireless Conduit
- Delineated Wetland Boundary

- 100' Vernal Pool Envelope
- 100'-750' Critical Terrestrial Habitat Area
- Approximate Wetland Area

Habitat Type

■ Developed

■ Undeveloped

Vernal Pool Analysis Map

Proposed Wireless Telecommunications Facility
Wilton South CT
180 School Road
Wilton, Connecticut

verizon

Map Notes:
 Base Map Source: 2019 Aerial Photograph (CTECO)
 Map Scale: 1 inch = 300 feet
 Map Date: April 2023



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Resource Protection Measures

ENVIRONMENTAL NOTES - RESOURCES PROTECTION MEASURES

WETLAND AND VERNAL POOL PROTECTION PROGRAM

As a result of the project's location in the vicinity of sensitive wetland resources that include a vernal pool, the following Protection Program shall be implemented by the Contractor to avoid unintentional impacts to proximate wetland resources, vernal pool, or mortality to vernal pool herpetofauna (i.e., wood frog, salamanders, turtles, etc.) during construction activities.

It is of the utmost importance that the Contractor complies with the requirement for the installation of protective measures and the education of its employees and subcontractors performing work on the project site. The wetland protection measures shall be implemented and maintained throughout the duration of construction activities until permanent stabilization of site soils has occurred. Vernal pool protection measures should also be implemented throughout the duration of construction activities with a particular focus during peak amphibian movement periods (early spring breeding [March 1st to May 15th] and late summer dispersal [July 15th to September 15th]).

All-Points Technology Corporation, P.C. ("APT") will serve as the Environmental Monitor for this project to ensure that these protection measures are implemented properly and will provide an education session on the project's proximity to sensitive wetland and vernal pool resources prior to the start of construction activities and typical amphibians and reptiles associated with these habitats that may be encountered during construction. The Contractor shall contact Dean Gustafson, Senior Wetland Scientist at APT, at least 5 business days prior to the pre-construction meeting. Mr. Gustafson can be reached by phone at (860) 552-2033 or via email at dgustafson@allpointstech.com.

This resources protection program consists of several components including: education of all contractors and sub-contractors prior to initiation of work on the site; installation of erosion controls; petroleum materials storage and spill prevention; protective measures; rare species protection measures; herbicide, pesticide, and salt restrictions; and, reporting.

1. Contractor Education:

- a. Prior to work on site and initial deployment/mobilization of equipment and materials, the Contractor shall attend an educational session at the pre-construction meeting with APT. This orientation and educational session will consist of information such as, but not limited to: identification of wetland and vernal pool resources proximate to work areas, representative photographs of typical herpetofauna that may be encountered, typical species behavior, and proper procedures if species are encountered, and the environmentally sensitive nature of the development site.
- b. The meeting will further emphasize the non-aggressive nature of the rare species, the absence of need to destroy such animals and the need to follow Protective Measures as described in following sections. The Contractor will designate one of its workers as the "Project Monitor", who will receive more intense training on the identification and protection of herpetofauna.

- c. The Contractor will designate a member of its crew as the Project Monitor to be responsible for the periodic "sweeps" for herpetofauna (and other possible wildlife) within the construction zone each morning and for any ground disturbance work. This individual will receive more intense training from APT on the identification and protection of herpetofauna in order to perform sweeps. Any herpetofauna (or other wildlife) discovered would be translocated outside the work zone in the general direction the animal was oriented.
- d. The Contractor's Project Monitor will be provided with cell phone and email contacts for APT personnel to immediately report any encounters with herpetofauna. Educational poster materials will be provided by APT and displayed on the job site to maintain worker awareness as the project progresses.
- e. APT will also post Caution Signs throughout the project site for the duration of the construction project providing notice of the environmentally sensitive nature of the work area, the potential for encountering various amphibians and reptiles and precautions to be taken to avoid injury to or mortality of these animals.

2. Erosion and Sedimentation Controls/Isolation Barriers

- a. Plastic netting used in a variety of erosion control products (i.e., erosion control blankets, fiber rolls [wattles], reinforced silt fence) has been found to entangle wildlife, including reptiles, amphibians, birds and small mammals. No permanent erosion control products or reinforced silt fence will be used on the project. Temporary erosion control products that will be exposed at the ground surface and represent a potential for wildlife entanglement will use either erosion control blankets and fiber rolls composed of processed fibers mechanically bound together to form a continuous matrix (netless) or netting composed of planar woven natural biodegradable fiber to avoid/minimize wildlife entanglement.
- b. The extent of the erosion controls will be as shown on the site plans. The Contractor shall have additional sedimentation and erosion controls stockpiled on site should field or construction conditions warrant extending devices. In addition to the Contractor making these determinations, requests for additional controls will also be at the discretion of the Environmental Monitor.
- c. Installation of erosion and sedimentation controls, required for erosion control compliance and creation of a barrier to possible migrating/dispersing wildlife, shall be performed by the Contractor if any soil disturbance occurs or heavy machinery is anticipated to be used on slopes. The Environmental Monitor will inspect the work zone area prior to and following erosion control barrier installation. In addition, work zones will be inspected prior to and following erosion control barrier installation to ensure the area is free of herpetofauna and other wildlife and satisfactorily installed. The intent of the barrier is to segregate the majority of the work zone from possible herpetofauna and other wildlife species, in addition to serving as an erosion control device. Oftentimes complete isolation of a work zone is not feasible due to accessibility needs and locations of staging/material storage areas, etc. In those circumstances,

the barriers will be positioned to deflect migrating/dispersal routes away from the work zone to minimize potential encounters with herpetofauna/wildlife at the discretion of the Environmental Monitor.

- d. The Contractor shall be responsible for daily inspections of the sedimentation and erosion controls for tears or breeches and accumulation levels of sediment, particularly following storm events that generate a discharge, as defined by and in accordance with applicable local, state and federal regulations. The Contractor shall notify the APT Environmental Monitor within 24 hours of any breeches of the sedimentation and erosion controls and any sediment releases beyond the perimeter controls that impact wetlands, the vernal pool, or areas within 100 feet of wetlands. The APT Environmental Monitor will provide periodic inspections of the sedimentation and erosion controls throughout the duration of construction activities only as it pertains to their function to protect nearby wetlands. Such inspections will generally occur once per month. The frequency of monitoring may increase depending upon site conditions, level of construction activities in proximity to sensitive receptors, or at the request of regulatory agencies. If the Environmental Monitor is notified by the Contractor of a sediment release, an inspection will be scheduled specifically to investigate and evaluate possible impacts to wetland resources.
- e. Third party monitoring of sedimentation and erosion controls will be performed by other parties, as necessary, under applicable local, state and/or federal regulations and permit conditions.
- f. No equipment, vehicles or construction materials shall be stored within 100 feet of wetland or vernal pool resources.
- g. All silt fencing and other erosion control devices shall be removed within 30 days of completion of work and permanent stabilization of site soils. If fiber rolls/wattles, straw bales, or other natural material erosion control products are used, such devices will not be left in place to biodegrade and shall be promptly removed after soils are stable so as not to create a barrier to wildlife movement. Seed from seeding of soils should not spread over fiber rolls/wattles as it makes them harder to remove once soils are stabilized by vegetation.

3. Petroleum Materials Storage and Spill Prevention

- a. Certain precautions are necessary to store petroleum materials, refuel and contain and properly clean up any inadvertent fuel or petroleum (i.e., oil, hydraulic fluid, etc.) spill due to the project's location in proximity to wetland and vernal pool resources.
- b. A spill containment kit consisting of a sufficient supply of absorbent pads and absorbent material will be maintained by the Contractor at the construction site throughout the duration of the project. In addition, a waste drum will be kept on site to contain any used absorbent pads/material for proper and timely disposal off site in accordance with applicable local, state and federal laws.
- c. Servicing of machinery shall not occur within 100 feet of wetlands.

- d. At a minimum, the following petroleum and hazardous materials storage and refueling restrictions and spill response procedures will be adhered to by the Contractor.

- i. Petroleum and Hazardous Materials Storage and Refueling

- 1. Refueling of vehicles or machinery shall occur a minimum of 100 feet from wetlands and shall take place on an impervious pad with secondary containment designed to contain fuels.
 - 2. Any fuel or hazardous materials that must be kept on site shall be stored on an impervious surface utilizing secondary containment a minimum of 100 feet from wetlands.

- ii. Initial Spill Response Procedures

- 1. Stop operations and shut off equipment.
 - 2. Remove any sources of spark or flame.
 - 3. Contain the source of the spill.
 - 4. Determine the approximate volume of the spill.
 - 5. Identify the location of natural flow paths to prevent the release of the spill to sensitive nearby wetlands and vernal pool.
 - 6. Ensure that fellow workers are notified of the spill.

- iii. Spill Clean Up & Containment

- 1. Obtain spill response materials from the on-site spill response kit. Place absorbent materials directly on the release area.
 - 2. Limit the spread of the spill by placing absorbent materials around the perimeter of the spill.
 - 3. Isolate and eliminate the spill source.
 - 4. Contact appropriate local, state and/or federal agencies, as necessary.
 - 5. Contact a disposal company to properly dispose of contaminated materials.

- iv. Reporting

- 1. Complete an incident report.
 - 2. Submit a completed incident report to local, state and federal agencies, as necessary, including the Connecticut Siting Council.

4. Wetland and Vernal Pool Protective Measures

- a. A thorough cover search of the construction area will be performed by APT's Environmental Monitor prior to and following installation of the silt fencing barrier to remove any wildlife from the work zone prior to the initiation of construction activities. Any wildlife discovered would be translocated outside the work zone in the general direction the animal was oriented. Periodic inspections will be performed by APT's Environmental Monitor throughout the duration of the construction, generally on a monthly basis.
- b. Any stormwater management features, ruts or artificial depressions that could hold water created intentionally or unintentionally by site

clearing/construction activities will be properly filled in and permanently stabilized with vegetation to avoid the creation of "decoy pools" that could intercept amphibians potentially moving through the project area. Stormwater management features such as level spreaders will be carefully reviewed in the field to ensure that standing water does not endure for more than a 24-hour period to avoid creation of decoy pools and may be subject to field design changes. Any such proposed design changes will be reviewed by the design engineer to ensure stormwater management functions are maintained.

- c. Erosion control measures will be removed no later than 30 days following final site stabilization so as not to impede wildlife movements.

5. Herbicide, Pesticide, and Salt Restrictions

- a. The use of herbicides and pesticides at the Facility shall be minimized. If herbicides and/or pesticides are required at the Facility, their use will be used in accordance with current Integrated Pest Management ("IPM") principles with particular attention to avoid/minimize applications within 100 feet of wetland and vernal pool resources.
- b. Maintenance of the facility during the winter months shall not include the application of salt or similar products for melting snow or ice.

6. Reporting

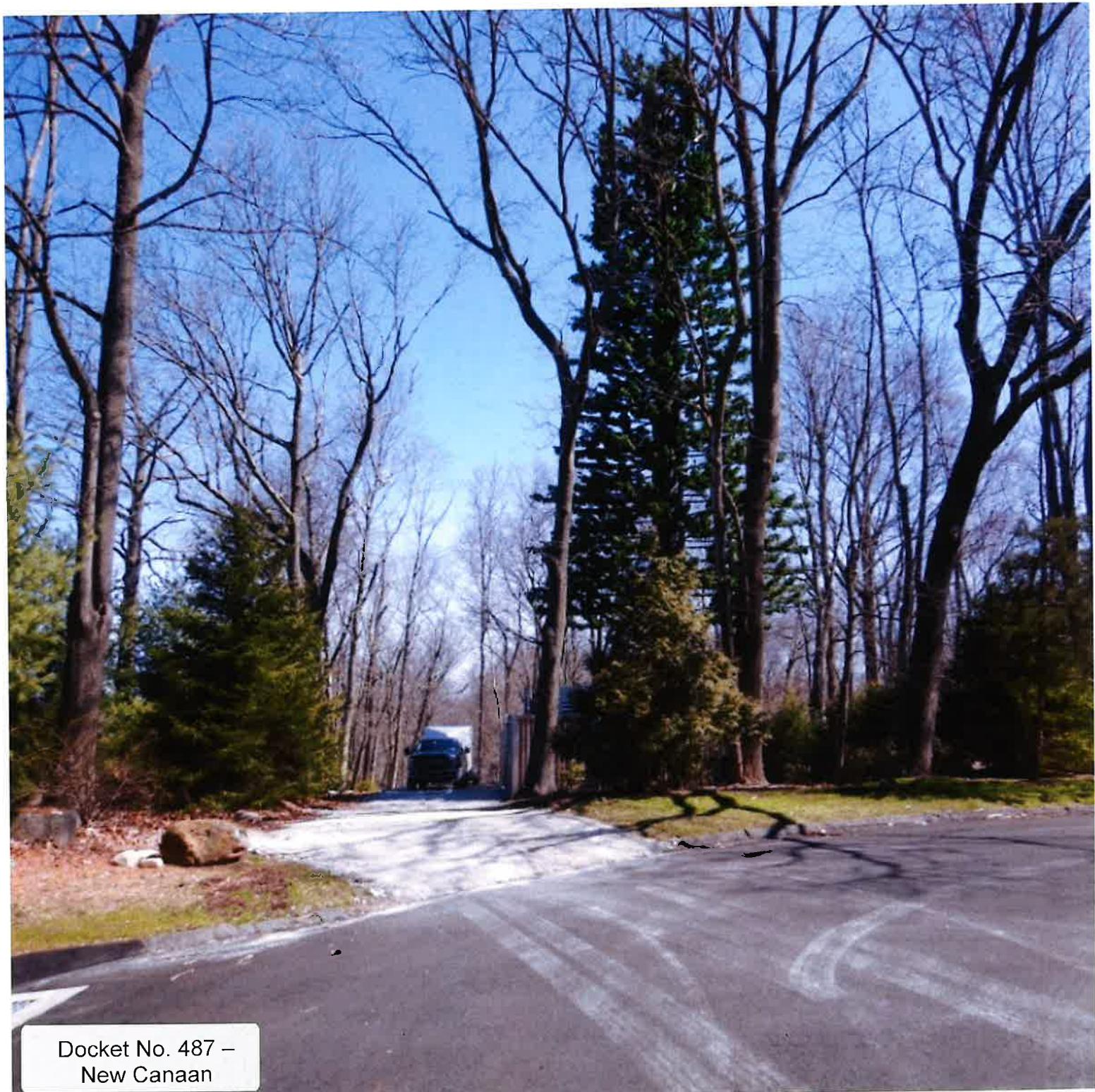
- a. Compliance Monitoring Reports (brief narrative and applicable photos) documenting each APT inspection will be submitted by APT to the Permittee and its Contractor for compliance verification of these protection measures. These reports are not to be used to document compliance with any other permit agency approval conditions (i.e., DEEP Stormwater Permit monitoring, etc.). Any non-compliance observations of erosion control measures or evidence of erosion or sediment release will be immediately reported to the Permittee and its Contractor and included in the reports along with any observations of vernal pool herpetofauna.
- b. Following completion of the construction project, APT will provide a final Compliance Monitoring Report to the Permittee documenting implementation of the wetland and vernal pool protection program and monitoring observations. The Permittee is responsible for providing a copy of the final Compliance Monitoring Report to the Connecticut Siting Council for compliance verification.
- c. Any observations of rare species will be reported to CTDEEP by APT, with photo-documentation (if possible) and with specific information on the location and disposition of the animal.

EXHIBIT 4



Docket No. 498 –
Cheshire

12/13/2022 12:55



Docket No. 487 –
New Canaan

EXHIBIT 5

REMOTE FIELD REVIEW



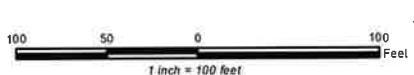
CT SITING COUNCIL DOCKET NO. 515
RESPONSE TO INTERROGATORY #41
WILTON SOUTH CT
180 SCHOOL ROAD
WILTON, CONNECTICUT

PREPARED FOR:
VERIZON WIRELESS

PREPARED BY:
ALL-POINTS TECHNOLOGY CORPORATION, P.C.
567 Vauxhall Street Extension – Suite 311
Waterford, CT 06385

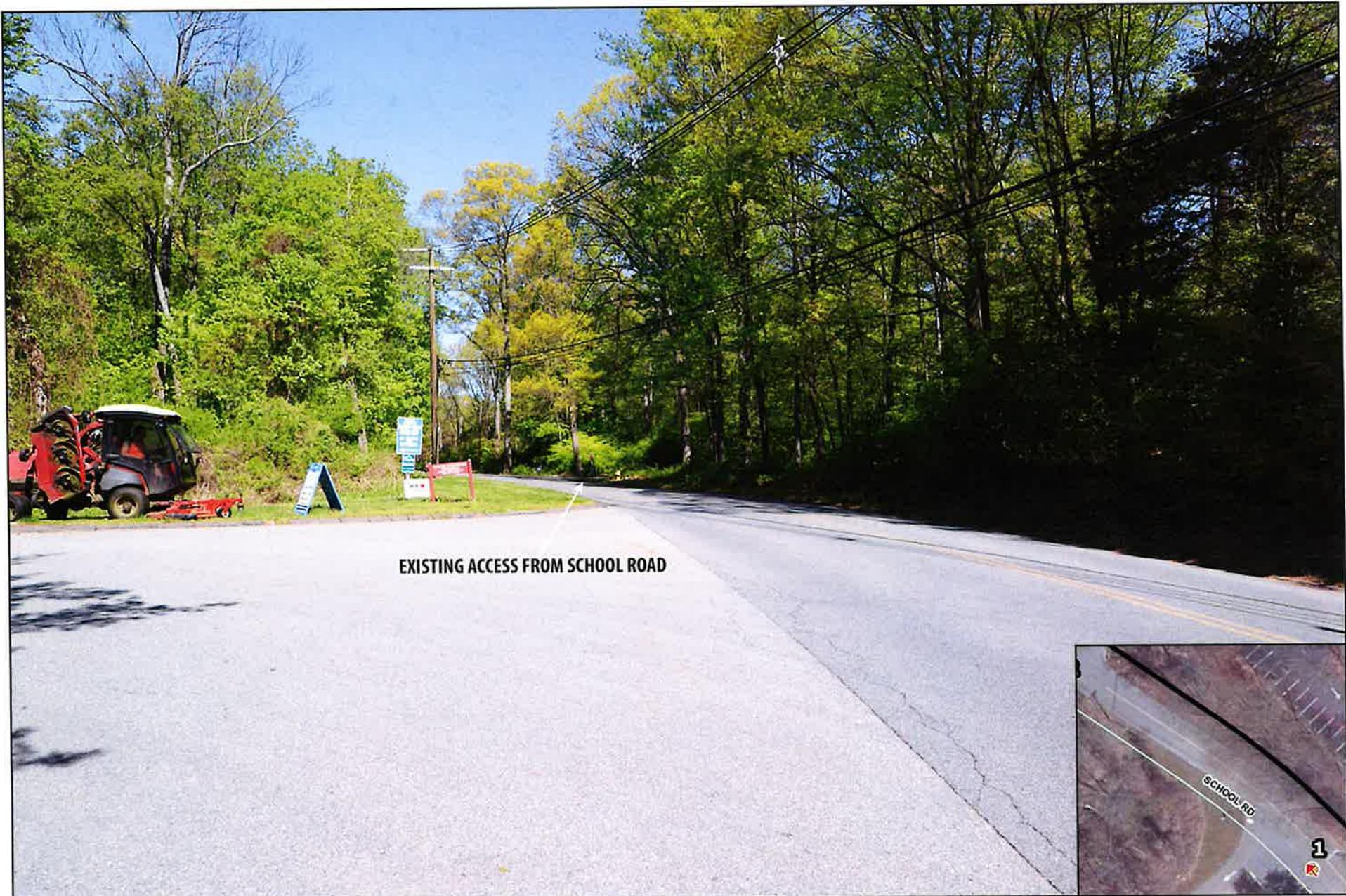


- Photo Locations
- Photo Markers
- Subject Property
- Delineated Wetland Boundary
- Approximate Wetland Area
- Vernal Pool
- Existing Utility Pole (By Others)
- Proposed Verizon Wireless Equipment
- Existing Equipment (By Others)
- Proposed Verizon Wireless Conduit
- Proposed Bus Spaces
- 100' Upland Review Area



Proposed Wireless Telecommunications Facility
Wilton South CT
180 School Road
Wilton, Connecticut

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TECHNOLOGY CORPORATION



PHOTO

1

DESCRIPTION

SCHOOL ROAD LOOKING NORTHWEST TOWARD ACCESS DRIVE

PHOTOGRAPHED 4/6/2013

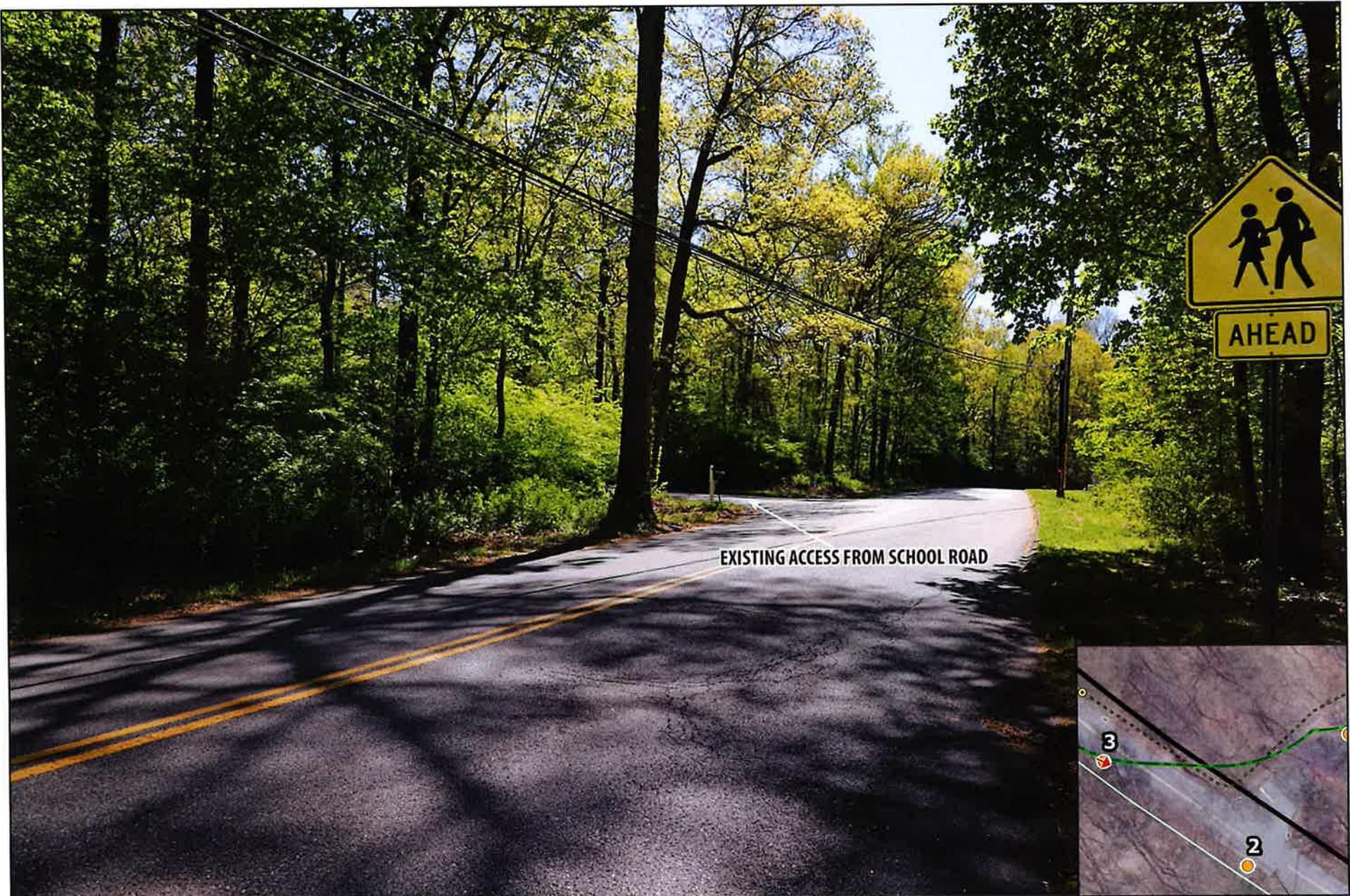


PHOTO

2

DESCRIPTION

SCHOOL ROAD LOOKING NORTH TOWARD ACCESS DRIVE

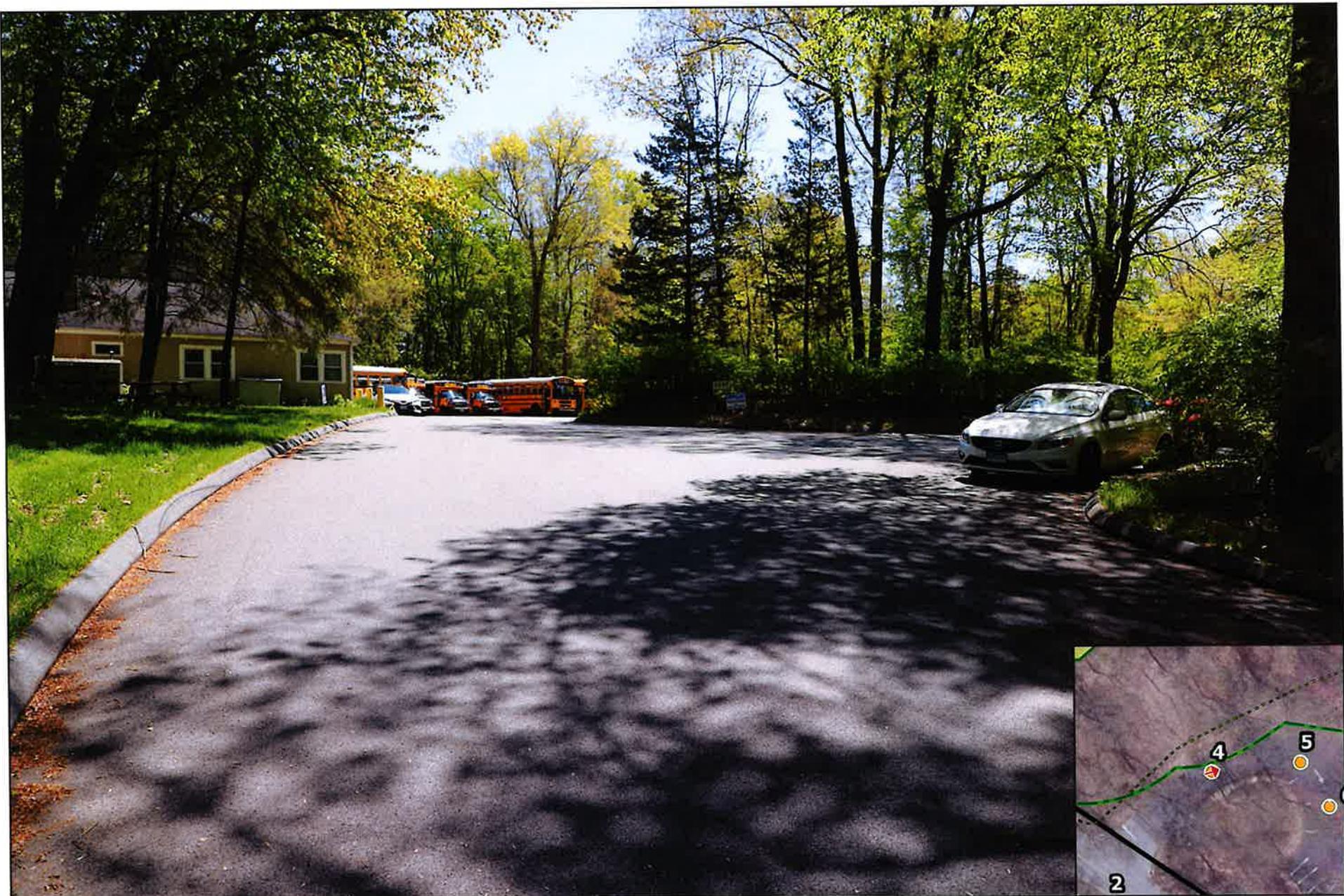


PHOTO

3

DESCRIPTION

SCHOOL ROAD LOOKING SOUTHEAST TOWARD ACCESS DRIVE



PHOTO

4A

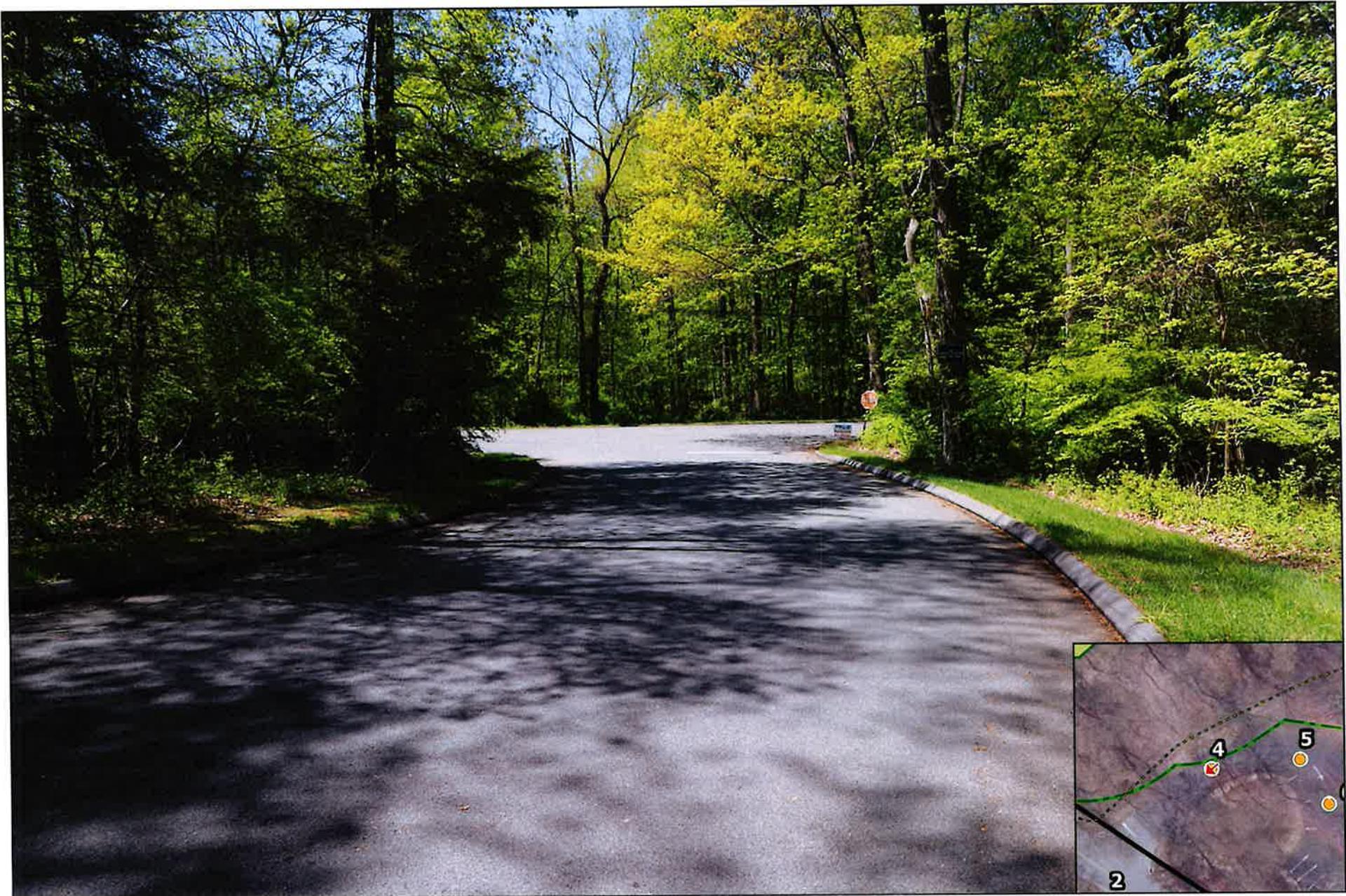
DESCRIPTION

ACCESS DRIVE LOOKING NORTHEAST



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verizon



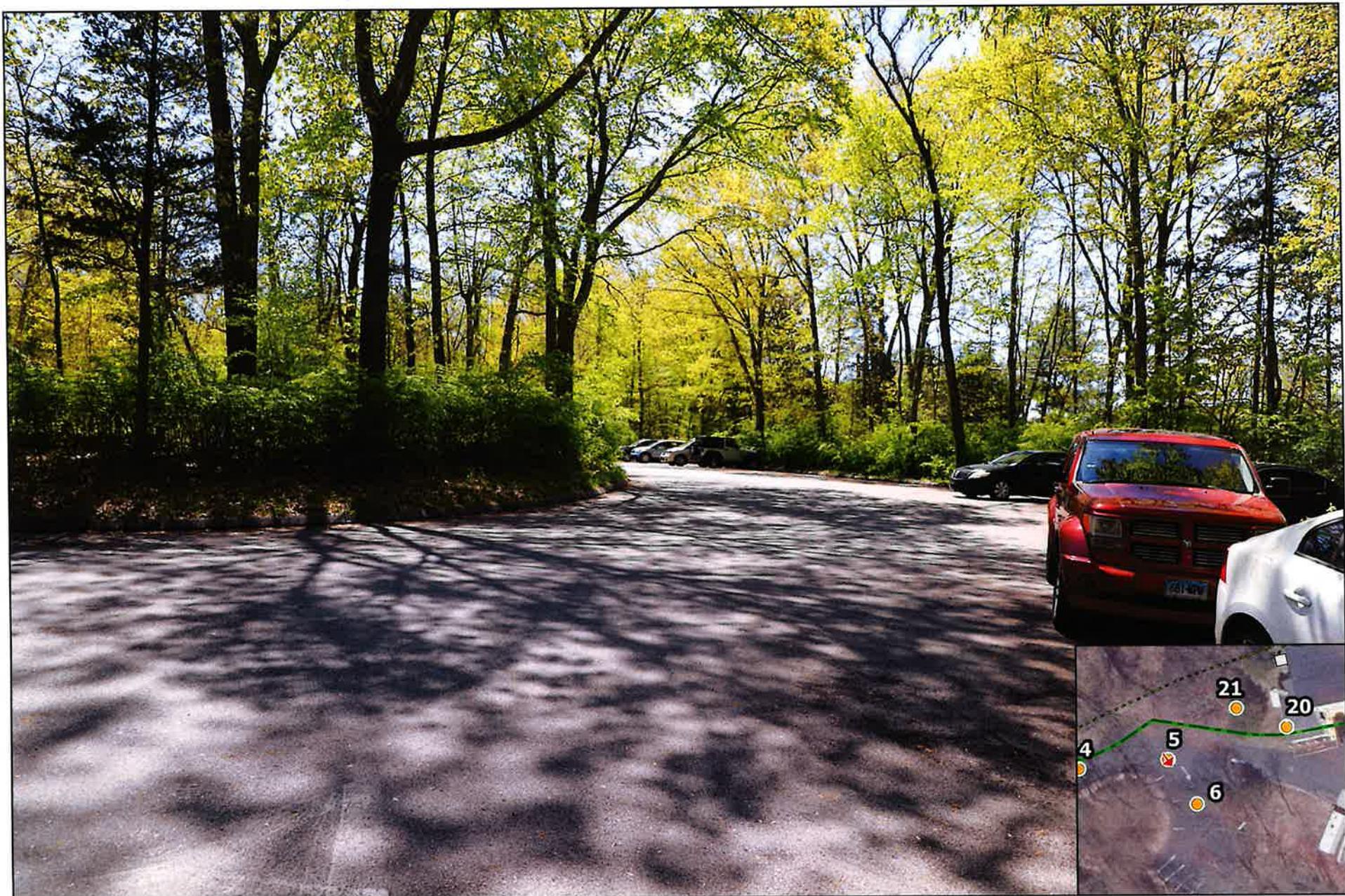
PHOTO

4B

DESCRIPTION

ACCESS DRIVE LOOKING SOUTHWEST

PHOTOGRAPHED ON 4/8/2023

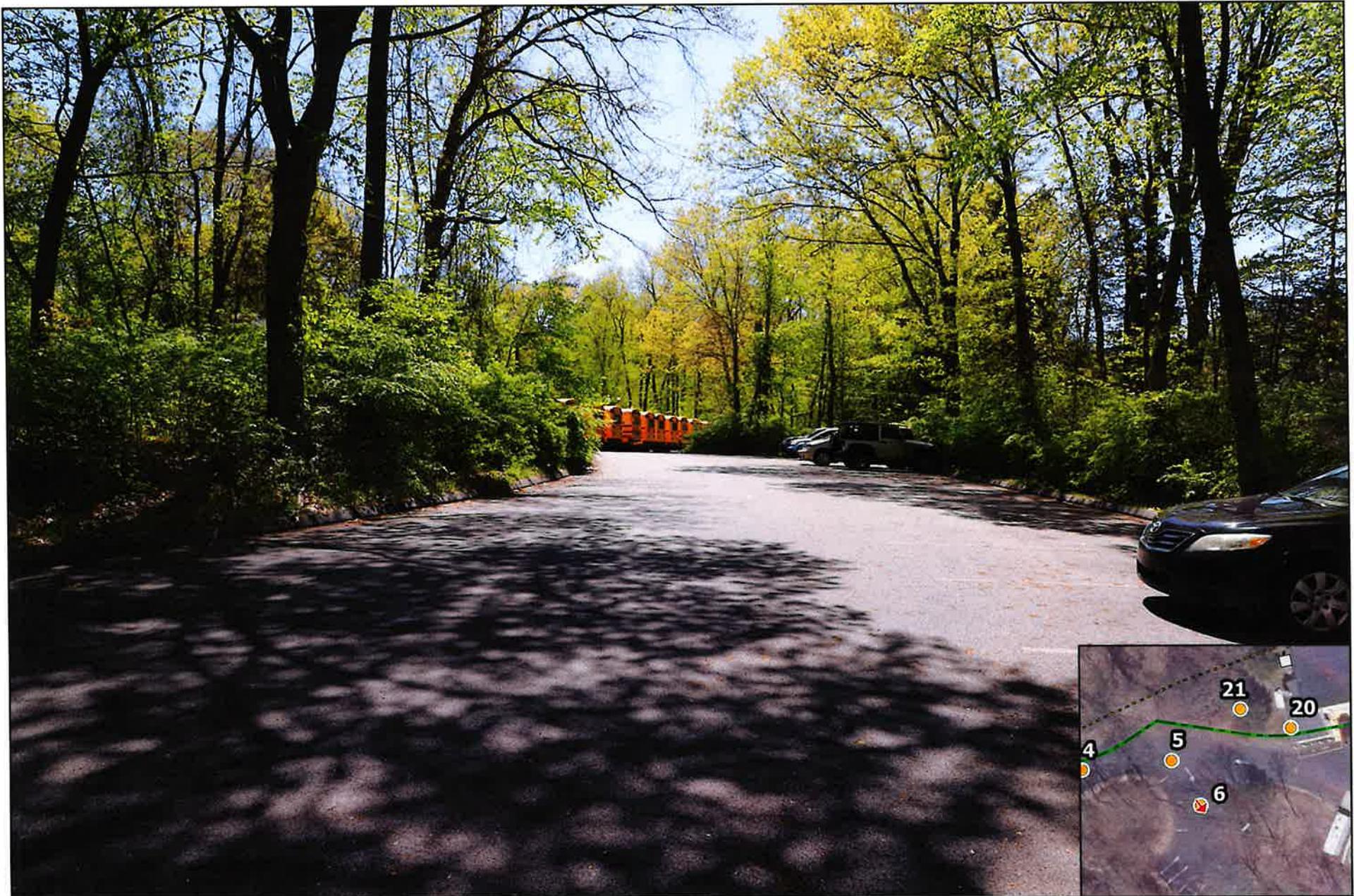


PHOTO

5

DESCRIPTION

ACCESS DRIVE LOOKING SOUTHEAST



PHOTO

6

DESCRIPTION
ACCESS DRIVE LOOKING SOUTHEAST



PHOTO

7

DESCRIPTION
ACCESS DRIVE LOOKING SOUTHEAST



PHOTO

8

DESCRIPTION

ACCESS DRIVE LOOKING SOUTHEAST TOWARDS PROPOSED BUS SPACES







PHOTO

11

DESCRIPTION

LOOKING NORTHEAST



PHOTO

12

DESCRIPTION

LOOKING EAST

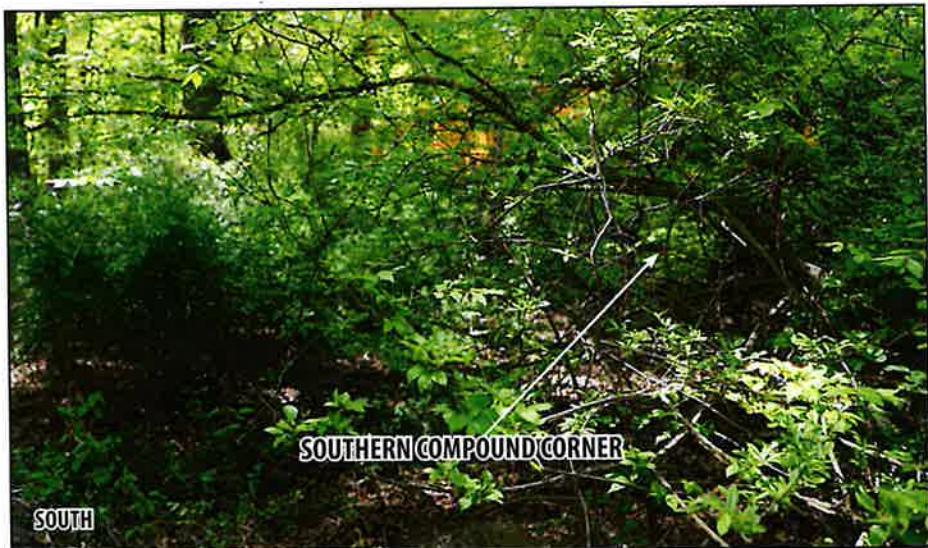


PHOTO
13

DESCRIPTION
PROPOSED TOWER CENTER - FOUR CARDINAL POINTS



PHOTO

14A

DESCRIPTION

NORTHERN CORNER OF PROPOSED COMPOUND LOOKING SOUTHWEST



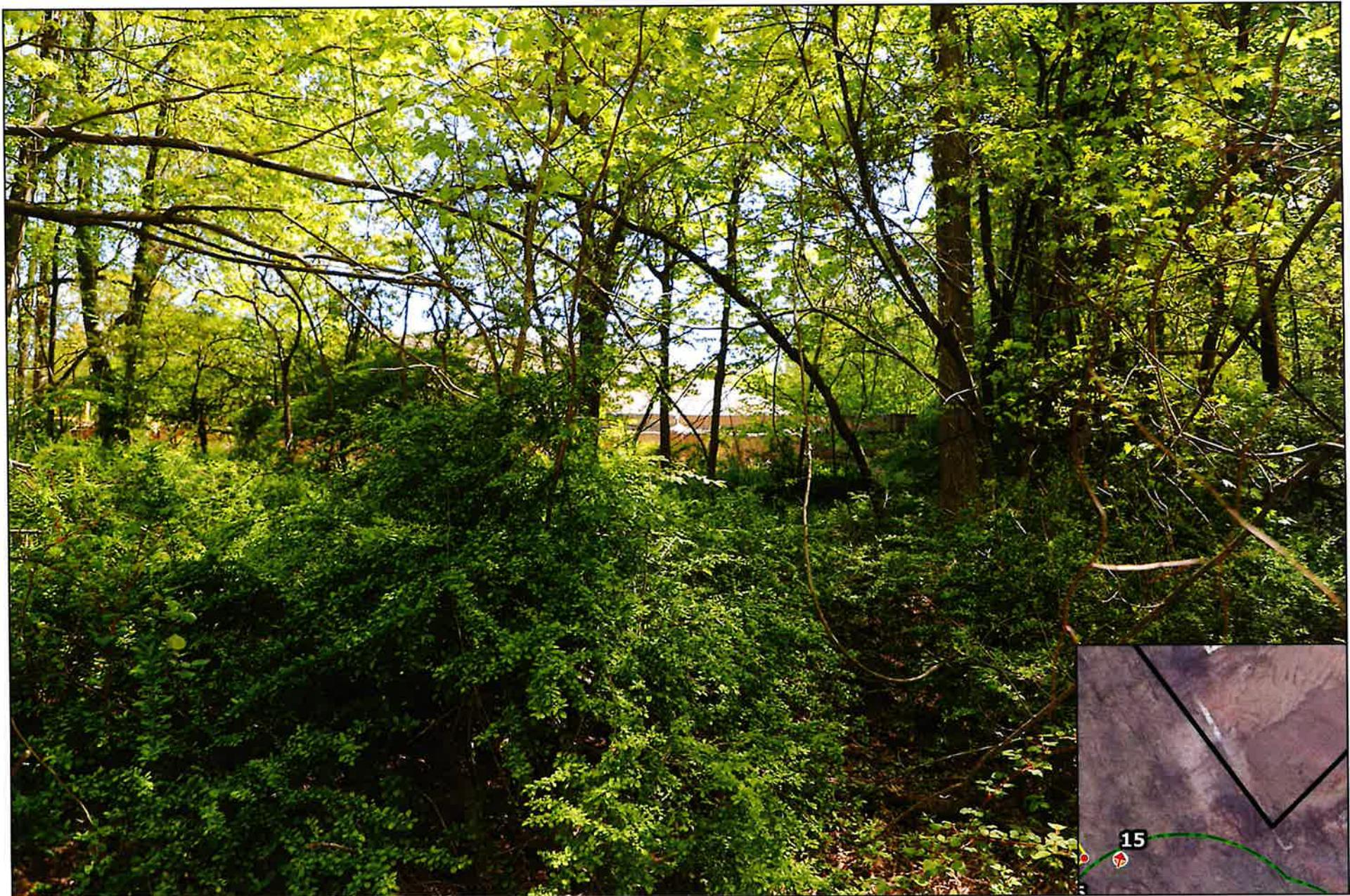
PHOTO

14B

DESCRIPTION

NORTHERN CORNER OF PROPOSED COMPOUND LOOKING NORTHEAST





PHOTO

15B

DESCRIPTION

EAST OF PROPOSED COMPOUND LOOKING NORTH



PHOTO

DESCRIPTION

SOUTH OF PROPOSED COMPOUND LOOKING NORTHWEST

16



PHOTO

17

DESCRIPTION

ACCESS DRIVE LOOKING NORTHWEST

PHOTOGRAPHED ON 5/8/2023



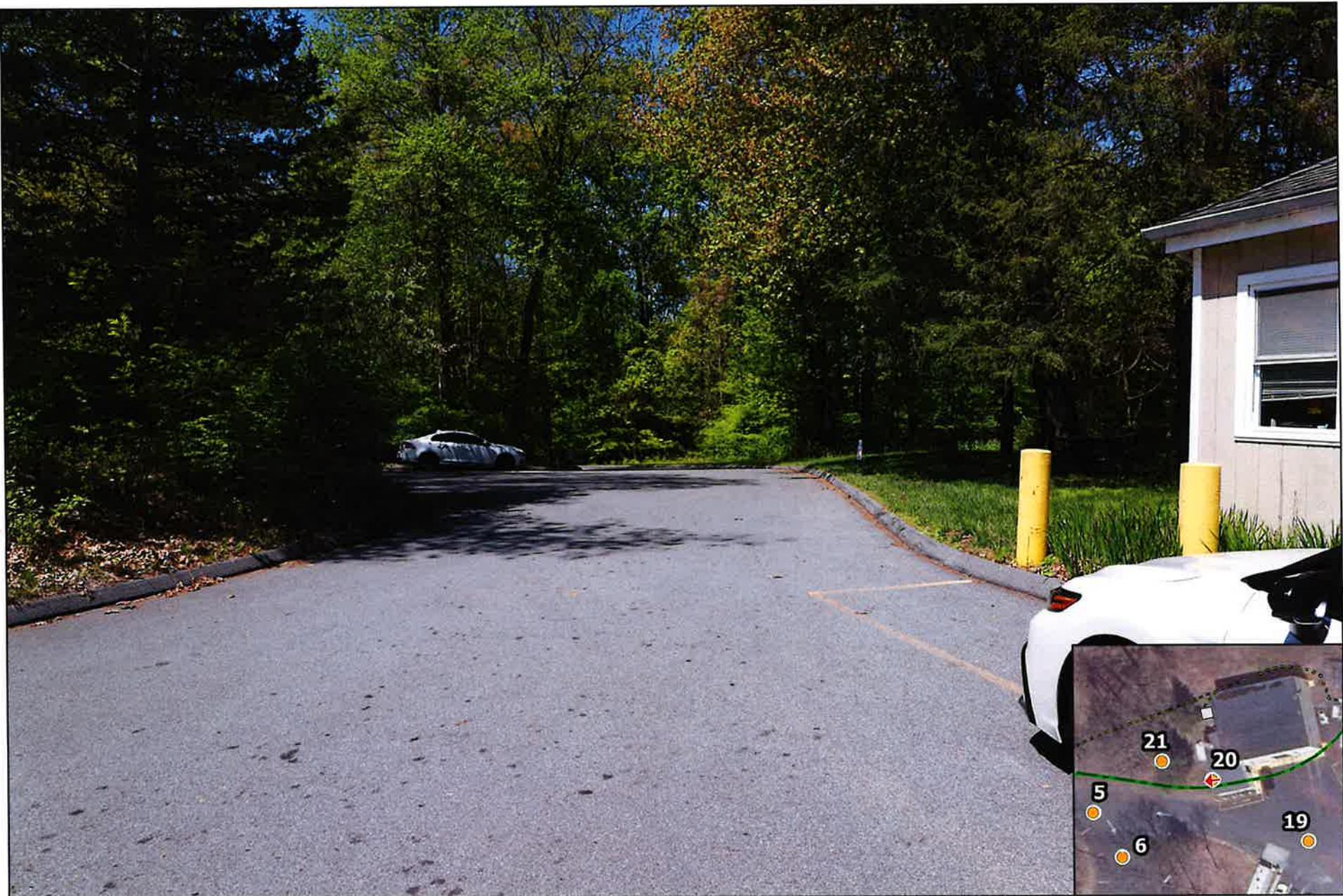
PHOTO

18

DESCRIPTION
ACCESS DRIVE LOOKING NORTHWEST

PHOTOGRAPHED ON 5/8/2023





PHOTO

20

DESCRIPTION

ACCESS DRIVE LOOKING WEST



PHOTO

21

DESCRIPTION

ACCESS DRIVE LOOKING WEST