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June 8, 2021

*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. 500 – Application of ARX Wireless Infrastructure, LLC for a Certificate of Environmental Compatibility and Public Need for the Construction, Maintenance and Operation of a Wireless Telecommunications Facility Located at 1061-1063 Boston Post Road, Milford, Connecticut**

Dear Ms. 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 the Siting Council’s Pre-Hearing Interrogatories – Set One related to Docket No. 500. 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.

Melanie A. Bachman  
June 8, 2021  
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Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth C. Baldwin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenneth C. Baldwin

KCB/kmd  
Enclosures  
Copy to:

David A. Ball, Esq. (*via electronic mail*)  
Philip C. Pires, Esq. (*via electronic mail*)  
Kristen Motel, Esq. (*via electronic mail*)  
Lucia Chiochio, Esq. (*via electronic mail*)  
John W. Knuff, Esq. (*via electronic mail*)  
Jeffrey P. Nichols, Esq. (*via electronic mail*)

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE: :  
: :  
APPLICATION OF ARX WIRELESS : DOCKET NO. 500  
INFRASTRUCTURE, LLC FOR A :  
CERTIFICATE OF ENVIRONMENTAL :  
COMPATIBILITY AND PUBLIC NEED FOR :  
THE CONSTRUCTION, MAINTENANCE :  
AND OPERATION OF A WIRELESS TELE- :  
COMMUNICATIONS FACILITY LOCATED :  
AT 1061-1063 BOSTON POST ROAD, :  
MILFORD, CONNECTICUT : JUNE 8, 2021

**RESPONSES OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS  
TO CONNECTICUT SITING COUNCIL  
PRE-HEARING INTERROGATORIES - SET ONE**

On May 21, 2021, the Connecticut Siting Council (“Council”) issued Pre-Hearing Interrogatories, Set One to Cellco Partnership d/b/a Verizon Wireless (“Cellco”), relating to Docket No. 500. Below are Cellco’s responses.

**General**

Question No. 1

What is the estimated cost of Cellco’s equipment, including installation? Break down the total cost into categories that Cellco deems appropriate.

Response

Cellco estimates the cost of its cell site radio equipment (\$150,000), back-up generator (\$25,000), Construction Contract and equipment installation (\$130,000), and miscellaneous electrical and fiber installation (\$25,000) at the proposed facility to be approximately \$330,000.

Question No. 2

How would the cost of Cellco’s installation/colocation at the proposed site be 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 (small cells and macro-cells), are paid for by the individuals, corporations and government entities that purchase Cellco's service.

Question No. 3

Provide the number of remote radio heads that would be installed at this site.

Response

Cellco intends to install nine (9) remote radio heads behind its antennas.

Question No. 4

What is the structural design standard applicable to the proposed low-profile antenna mount?

Response

Cellco intends to utilize a low-profile antenna platform (with handrail) at the proposed facility. The structural design standards for the proposed antenna mounting platform are -5- ANSI/TIA -222-G-4; TIA-222-G-2 and Verizon NTSD 445.

Question No. 5

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 by Cellco.

Response

- 2012 International Building Code with the 2016 CT Building Code Amendments.
- National Electric Code (NFPA70).
- 2005 CT State Fire Safety Code with the 2009 Amendments.
- TIA-222-G-4 “Structural Standards for Steel Antenna Towers and Antenna Supporting Structures”.
- Occupational Safety and Health Administration (OSHA).

**Site Search**

Question No. 6

Identify the approximate center and radius of Cellco’s site search area.

Response

The proposed site is a replacement for Cellco’s existing Forest Heights CT site located at 1052 Boston Post Road, on the roof of the former Howard Johnson Hotel at 41°-13’-59.2” N 73°-02’-43.8” W. The existing site is the center of Cellco’s search area.

Question No. 7

What is the status of the ballast mounted temporary monopole approved by the Council in its declaratory ruling in Petition No. 1375?

Response

As the Council may recall, the ballast mount tower approved in Petition No. 1375 was to be developed as a temporary facility to maintain Cellco, AT&T and T-Mobile service during redevelopment of the commercial property at 1052 Boston Post Road. Each carrier currently maintains antennas on the roof of the former Howard Johnsons Hotel on the 1052 Boston Post Road parcel which was going to be demolished as a part of the owner’s redevelopment effort.

The owner's property redevelopment efforts, including the demolition of the former Howard Johnson's Hotel stalled in late 2019 and, as far as we know, are still on-hold. The owner has not given Cellco a timeline as to when demolition of the structure will occur. The existing Cellco facility at 1052 Boston Post Road is still operating. The temporary tower approved in Petition No. 1375 is not currently needed. The tower proposed by ARX in this docket would replace Cellco's existing facility at 1052 Boston Post Road.

Question No. 8

The October 27, 2020 correspondence from the City of Milford indicates the owner of 1052 Boston Post Road has no immediate plans to remove the building with the antennas. Please provide a copy of the lease for the rooftop facility and the temporary ballast mounted monopole at 1052 Boston Post Road.

Response

Included in Attachment 1 is a redacted copy of the Option and Lease Agreement dated May 31, 2004 for the cell cite at 1052 Boston Post Road. There is no separate lease agreement for the temporary ballast-mounted tower.

**Site/Tower**

Question No. 9

Would the Centralized-Radio Access Network approved by the Council in Petition No. 1357 be relocated to the proposed site?

Response

No.

Question No. 10

Please explain the feasibility of meeting Cellco's service objectives from each of the

alternative facilities identified in the City of Milford's October 27, 2020 correspondence.

### Response

Cellco's objective is to maintain or improve upon the service that it currently has from its existing Forest Heights Facility at 1052 Boston Post Road. As for the list of alternate sites identified by the City of Milford, Cellco offers the following comments:

- 1052 Boston Post Road (former Howard Johnson /proposed hotel): Cellco's existing antennas are located inside a 40-foot flagpole on top of a 47-foot high hotel rooftop. However, the roof of the proposed hotel at 1052 Boston Post Road is proposed to be only 49.5 feet high and the property owner has rejected Cellco's proposal to place a new flagpole or tower on the roof of the new hotel. The 49.5' roof would be too low to meet Cellco's coverage objectives.
- 1212 Boston Post Road (Old Navy, Bed Bath & Beyond): A 110-foot tower on this parcel would be acceptable to Cellco. The roof of the existing retail stores at this location is only 25 feet tall, which is too low to meet Cellco's coverage objectives.
- 1201 Boston Post Road (Connecticut Post Mall): A 130-foot tower in the southerly parking lot would be acceptable to Cellco. The ground elevation here is approximately 20 feet lower than it is at 1212 Boston Post Road. The roof of the Connecticut Post Mall building is as high as 70 feet in places but would still be too low to meet Cellco's coverage objectives. This location is too close (0.6 miles) to Cellco's existing Old Gate cell site a monopole located at 311 Old Gate Road.

- 10 Leighton Road (Edgewell Personal Care): A 110-foot tower on this parcel would be acceptable. The roof is as high as 40 feet in places but would still be too low to meet our coverage objectives.

### **Coverage/Capacity**

#### Question No. 11

How would Cellco's signal strength within the coverage area be impacted by the proposed facility?

#### Response

Cellco plans to replace its existing Forest Heights Facility with the proposed ARX tower site if the application is approved. As a result, Cellco would maintain substantially the same level of coverage as it enjoys today.

#### Question No. 12

How will the proposed site improve upon the existing wireless service in the area. Include data on additional road miles and additional coverage area footprint that would be served by the proposed facility.

#### Response

The proposed ARX facility will provide Cellco with substantially the same coverage footprint as the existing Forest Heights Facility at 1052 Boston Post Road.

#### Question No. 13

What frequencies would be installed at the site? Would all frequencies provide both voice and data? Please explain.

#### Response

Cellco plans to deploy wireless service in its 700, 850, 1900, 2100, and 3550 MHz



(CBRS) operating frequencies. All frequencies being deployed are used to transmit voice and data services.

Question No. 14

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

Response

The proposed site would provide adequate service in all of Cellco's licensed frequencies.

Question No. 15

Provide existing coverage gaps in miles for the proposed frequencies for the nearby portion of the Interstate 95, Boston Post Road and the surrounding local roads, the overall existing coverage footprints in square miles and the proposed coverage mileage and square miles as represented in the example below:

Street Name	700 MHz Coverage Gap	1900 MHz Coverage Gap	2100 MHz Coverage Gap
Route 2	2.5 miles	5 miles	4.5 miles
Route 32	1.0 miles	3 miles	2 miles
Route 87	0.5 miles	2.5 miles	1 mile
Interstate 395	2.5 miles	2.5 miles	2.5 miles
<b>State Road Total</b>	6.5 miles	13 miles	10 miles
<b>Overall Coverage Footprint</b>	49 square miles	6 square miles	7.5 square miles

Response

The table below summarizes the size of the gaps if the existing facility is shut down with no replacement.

<b>Coverage Gap/Street Name</b>	<b>700 MHz</b>	<b>1900 MHz</b>	<b>2100 MHz</b>
<b>I-95 (miles)</b>	0	1.0	1.0
<b>Boston Post Rd (miles)</b>	0	0.6	0.65
<b>State Road Total (miles)</b>	0	1.6	1.65
<b>Overall Coverage Footprint (sq. miles)</b>	7.6	4.5	2.3

Question No. 16

In addition to the coverage maps provided in the radio frequency engineering report, please provide the distances and directions to the adjacent sites with which the proposed facility would hand off signals. Include antenna centerline heights for Cellco at these sites.

Response

<b>Site Name</b>	<b>Distance (mi)</b>	<b>Direction</b>	<b>Structure Type</b>	<b>Antenna Height</b>	<b>Street Address</b>	<b>City</b>
Milford CT SC4	0.5	NE	Utility Pole	37'	Boston Post Road	Milford
CT Post Mall In-Building	0.5	NE	In-Building DAS	N/A	1201 Boston Post Road	Milford
Old Gate CT	1.0	E	Self-Support	100'	311 Old Gate Road	Milford
Milford S II CT	1.8	NE	Utility Pole	126'	185 Research Pkwy	Milford
Milford SC2 CT	0.9	SE	Utility Pole	37"	540 New Haven Avenue	Milford
Milford CT SC10	1.0	SW	Utility Pole	37'	66 Broad Street	Milford
Milford S CT	1.3	SW	Smoke Stack	66'	200 High Street	Milford
Milford Center CT	1.3	W	Self-Support	90'	434 Boston Post Road	Milford

Question No. 17

Please identify which of the existing adjacent Cellco sites and what frequencies and sectors would benefit from capacity relief.

Response

The objective of the proposed site is to provide coverage equivalent to that of the existing

Forest Heights Facility at 1052 Boston Post Road. Cellco currently has 700MHz and 2100MHz deployed at the Forest Heights Facility. The proposed site will add 850MHz and 1900MHz to the proposed ARX site which will provide additional capacity to the area covered by the proposed ARX site itself, but not so much to the adjacent sites.

Question No. 18

What is the lowest height at which Cellco's antennas could achieve its wireless service objectives from the proposed facility? What would be the consequences in terms of coverage and/or capacity relief?

Response

The lowest antenna height at which Cellco can achieve its coverage objectives is 110 feet. Going lower on the proposed ARX tower would result in a reduction of the overall coverage footprint, especially at the higher frequencies (1900MHz, 2100MHz).

Question No. 19

Would flush-mounted antennas provide the required coverage? Would the flush-mount configuration result in reduced coverage and/or necessitate greater antenna height with multiple levels of antennas? Explain.

Response

Cellco's antennas need to be mounted in a side by side arrangement so we can take advantage of a feature called beamforming which improves overall site capacity. Flush mounting the antennas at different heights would result in decreased capacity by preventing the use of beamforming. Flush-mounts would also require Cellco (and presumably the other carriers) to install two or three levels for antennas on the tower, resulting in the need to build a substantially taller structure.

Question No. 20

Would the deployment of the proposed facility be sufficient to address Cellco's capacity concerns or would an additional facility be required in the near term to off-load traffic?

Response

The objective of the proposed ARX site is to replace coverage from the existing Forest Heights site at 1052 Boston Post Road. No additional macro-cell sites in the area are required in the near term.

Question No. 21

Are any of the frequencies planned for installation at this facility capable to provide 5G services for Cellco's network? If so, identify the frequencies.

Response

Yes. Cellco currently provides 5G services using the 850MHz and 2100MHz frequencies.

**Backup Power**

Question No. 22

Would Cellco utilize a backup generator? Please provide the capacity, fuel source and estimated runtime of the generator before it would require refueling during a prolonged outage.

Response

Yes, Cellco intends to install a 30-kW diesel-fueled generator at the proposed tower site. The proposed generator maintains a 210-gallon belly tank as a part of the unit. Under normal loading conditions, the proposed 30-kW generator could operate for approximately 120 hours (5 days) before refueling would be necessary. This run time is based on 75% of the rated electrical load of the generator.

Question No. 23

Would a battery backup (if applicable) be used by Cellco to provide uninterrupted power and prevent a reboot condition? How long could the battery backup alone supply power to the facility in the event that the generator fails to start?

Response

Yes, Cellco's proposed battery backup battery system would provide uninterrupted power to the cell site and prevent a reboot condition. The backup battery system is designed to keep the cell site operating for up to four (4) hours.

**Public Safety**

Question No. 24

Will Cellco's equipment support text-to-911 service? Is additional equipment required for this purpose?

Response

Yes.

Question No. 25

Would Cellco's antennas comply with federal E911 requirements?

Response

Yes.

Question No. 26

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

Response

Yes.

**CERTIFICATION OF SERVICE**

I hereby certify that on this 8<sup>th</sup> day of June 2021, a copy of the foregoing was sent, via electronic mail, to the following:

David A. Ball, Esq.  
Philip C. Pires, Esq.  
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Kenneth C. Baldwin

# ATTACHMENT 1

CT-Forest Heights/Milford

DOC # -BRA9-26-97

## OPTION AND LEASE AGREEMENT

This Agreement, made this <sup>25<sup>th</sup></sup> 31<sup>st</sup> day of May, 2004 between Turnpike Lodge, Inc., a Connecticut corporation with its mailing address located at 1052 Boston Post Road, Milford, CT 06460 Tax ID # hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 1052 Boston Post Road, Milford, State of Connecticut, as shown on the Tax Map of the Town of Milford as Map 77, Block 832, a portion of Parcel 2, and being further described in Volume 449, Page 215, and Volume 769, Page 48 as recorded in the Town of Milford Land Records (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, with a right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately 360 square feet, as substantially shown on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of \_\_\_\_\_ hereinafter referred to as Option Money, to be paid by LESSEE to the LESSOR, for the initial ninety (90) days of the Option Period, as hereinafter defined, and \_\_\_\_\_ for every subsequent ninety (90) days during such Option Period, said Option Money to be due and payable upon the execution of this Agreement by LESSEE, and thereafter on the first day of each subsequent ninety (90) day period, the LESSOR hereby grants to LESSEE the right and option to sublease said Premises including a right-of-way for access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to eighteen (18) months from the execution of this Agreement by both parties (the "Option Period"). The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall notify LESSEE in writing.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. . In the event LESSOR takes any action at the Property which will interfere with the proposed location and intended use by LESSEE, LESSOR shall provide an alternate location at the Property, acceptable to LESSEE. If an alternate location cannot be

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agreed upon, the LESSOR agrees to reimburse LESSEE for all option payments made during the Option Term. Upon such reimbursement this Agreement shall terminate and be of no further force and effect and the parties shall have no further liability hereunder.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following agreement shall take effect:

BUILDING AND ROOFTOP LEASE AGREEMENT

1. PREMISES. LESSOR hereby leases to LESSEE approximately three hundred sixty (360) square feet on the roof of the property at 1052 Boston Post Road, Milford, CT, known as the Howard Johnson Hotel, and as shown on the Tax Map of the City of Milford as Map 77, Block 832, portion of Parcel 2 and being further described in Deed Volume 449, Page 215 and Volume 769, Page 48 as recorded in the City of Milford Land Evidence Records, (the entirety of LESSOR's property is referred to hereinafter as the "Property") together with that additional area of the roof as shown in Exhibit "A" attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which floor space, roof space and access are collectively referred to hereinafter as the "Premises".

Except in the event of an emergency all of LESSEE's installation and maintenance work shall be done by LESSEE during normal business hours, but not prior to 8:30 a.m. and in a manner which will not unreasonably interfere with the operation and conduct of the business of LESSOR or any other tenant of LESSOR's Property. Any such installation and work shall be performed in a good and workmanlike manner. In addition, all paintable exterior facilities shall be painted and repainted from time-to-time with a color compatible to the LESSOR's existing improvements. All other improvements and/or facilities shall be screened in a manner reasonably acceptable to LESSOR.

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of a generator, microwave dish, twelve (12) antennas, wires, cables, conduits and pipes as shown in Exhibit "A" running from the leased floor space to the leased roof space.

2. TERM; ELECTRICAL. This Agreement shall be for an initial term of five (5) years, and beginning on the date the option is exercised by LESSEE, at which time rental payments will be due at an annual rental of \_\_\_\_\_ ) to be paid in equal monthly installments on the first day of the month, in advance, to Lessor, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. In the event any rent, additional rent, or other sum payable by LESSEE to LESSOR hereunder shall not be paid within fifteen (15) days of when due, LESSEE shall pay a late charge equal to \_\_\_\_\_ percent of such overdue payment to compensate LESSOR for the additional cost of processing same.

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LESSEE shall furnish and install an electrical submeter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount.

**If there is not sufficient utility or telephone service at the Property for Lessee's use, then Lessor shall allow such utility or telephone companies to install any necessary upgrades to such service, provided the same be at no additional cost to Lessor.**

3. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

4. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \_\_\_\_\_ second (2nd) five (5) year extension term shall be increased to \_\_\_\_\_ the third (3rd) five (5) year extension term shall be increased to \_\_\_\_\_

5. ADDITIONAL EXTENSIONS. If at the end of the third (3<sup>rd</sup>) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. In addition, LESSOR shall have the right to terminate this lease at any time after the third (3<sup>rd</sup>) five-year extension, by no less than nine (9) months prior written notice to LESSEE. Annual rental for each such additional five (5) year term shall be equal to \_\_\_\_\_ the annual rental payable with respect to the immediately preceding five (5) year term.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. LESSEE will maintain the leased portion of the roof in a weather tight condition, and any improvements thereon shall be subject to inspection by Lessor's roofing company to insure such work does not void any roof warranty for the Premises. All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in good condition, reasonable wear and tear excepted. LESSEE's maintenance obligation as to the leased portion of the roof shall extend to all other portions thereof damaged or directly impacted by LESSEE's installations and/or operations. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals, at no cost and expense to LESSOR, and after LESSEE has completed improvements at the Property, and except as provided in Paragraph 32 herein, shall take no intentional action which would materially adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or that the LESSEE determines that the site is no longer technically compatible for its use or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in 05/10/04

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writing by certified mail, return receipt requested, and shall be effective on the ninetieth (90<sup>th</sup>) day following the date written notice of such intention to terminate is given to LESSOR. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and the Parties shall have no further obligations including the payment of money, to each other.

7. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

8. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of 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, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence, and LESSEE shall list LESSOR as additional insured on such liability insurance policy. The LESSEE shall provide a certificate of insurance to the LESSOR as proof of said coverage which shall contain a provision for thirty (30) days notice of cancellation to the LESSOR. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

9. Intentionally Deleted.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment existing as of the date this Agreement is executed by the Parties of the LESSOR or other lessees of the Property. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other future tenants of the premises will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

11. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within sixty (60) days, remove its equipment, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

12. RIGHT OF FIRST REFUSAL. Intentionally Deleted.

13. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder.

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14. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing covenants shall peaceably and quietly have, hold and enjoy the Premises.

15. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

16. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

17. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

18. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed

19. NOTICES. 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: Turmpike Lodge, Inc.  
d/b/a Howard Johnson Hotel  
1052 Boston Post Road  
Milford, CT 06460  
Attn: General Manager

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

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

20. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

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21. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security 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 security interest and the 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. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

23. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

24. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE. To the extent any such failure to comply results solely from conditions caused by the LESSEE, or environmental conditions are caused solely by the LESSEE, LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties,

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responsibilities, and liability at LESSEE's sole cost and expense, for all duties, responsibility, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding related directly to such conditions caused by LESSEE.

25. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

26. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation shall be, or in LESSEE's reasonable opinion interfere with LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

27. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

28. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

29. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

30. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

31. REAL ESTATE TAX INCREASES. LESSEE shall pay as additional rent any documented increase in real estate taxes levied against the leased Property which are directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Agreement within thirty (30) days of receipt of the same

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by LESSOR. LESSEE shall have no obligation to make payment of any real estate taxes until LESSEE has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any real estate tax notice, assessment or billing within the thirty (30) day period set forth herein, LESSEE shall be responsible to make payment of real estate taxes referred to in the notice, assessment or billing, once timely delivered by LESSOR to LESSEE, without penalty, if any. LESSEE shall be solely responsible for payment of all personal property taxes attributable to LESSEE's equipment and installations.

Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Agreement. LESSOR shall reasonably cooperate with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

32. RELOCATION. LESSOR, on one (1) occasion, in connection with a re-development of LESSOR's premises, shall have the right to request in writing (the "Relocation Request") that LESSEE relocate to another location on the LESSOR's premises (herein referred to as the "Alternate Property"), or that LESSEE make the reasonable determination that such a relocation would not be required on account of such redevelopment, in which case LESSOR shall have no liability to LESSEE for any interference arising from such re-development if same is completed in accordance with plans provided to LESSEE in connection with the Relocation Request, or as such plans be later modified with the approval of LESSEE. If such relocation be required, then LESSEE shall comply with the relocation request provided

(a) the Alternate Property is similar to LESSEE's current Property in size and is compatible for LESSEE's use in LESSEE's sole discretion;

(b) LESSEE shall pay all costs incurred by LESSEE for relocating LESSEE's equipment from the Property to a mutually agreeable site;

(c) LESSOR shall give LESSEE at least six (6) months written notice before requiring LESSEE to relocate;

(d) LESSEE shall have the right to be involved in the redevelopment process and Architectural Planning of LESSOR's intended expansion, but shall not have the right to unreasonably delay or condition same; and

(e) LESSEE's service will not be interrupted and LESSEE shall be allowed if necessary to place a temporary cell site and antenna structure on LESSOR's premises during relocation.

In the event LESSOR and LESSEE shall not agree on a mutually acceptable Alternate Property within sixty (60) days of LESSEE's receipt of the Relocation Request, then LESSOR, by no less than six (6) months prior written notice to LESSEE (the "Termination Notice"), shall have the right to terminate this Agreement effective as of the termination date set forth in the Termination Notice, at which time, except for the provisions of Section 11 hereof, this Agreement shall terminate and be of no further force and effect, and upon LESSEE's removal of its equipment from the LESSOR's property the parties shall have no further liability to each other hereunder.

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

LESSOR: Turnpike Lodge, Inc.

DS2  
WITNESS

BY:

[Signature]

Its: President

LESSEE: Cellco Partnership d/b/a Verizon Wireless

[Signature]  
WITNESS

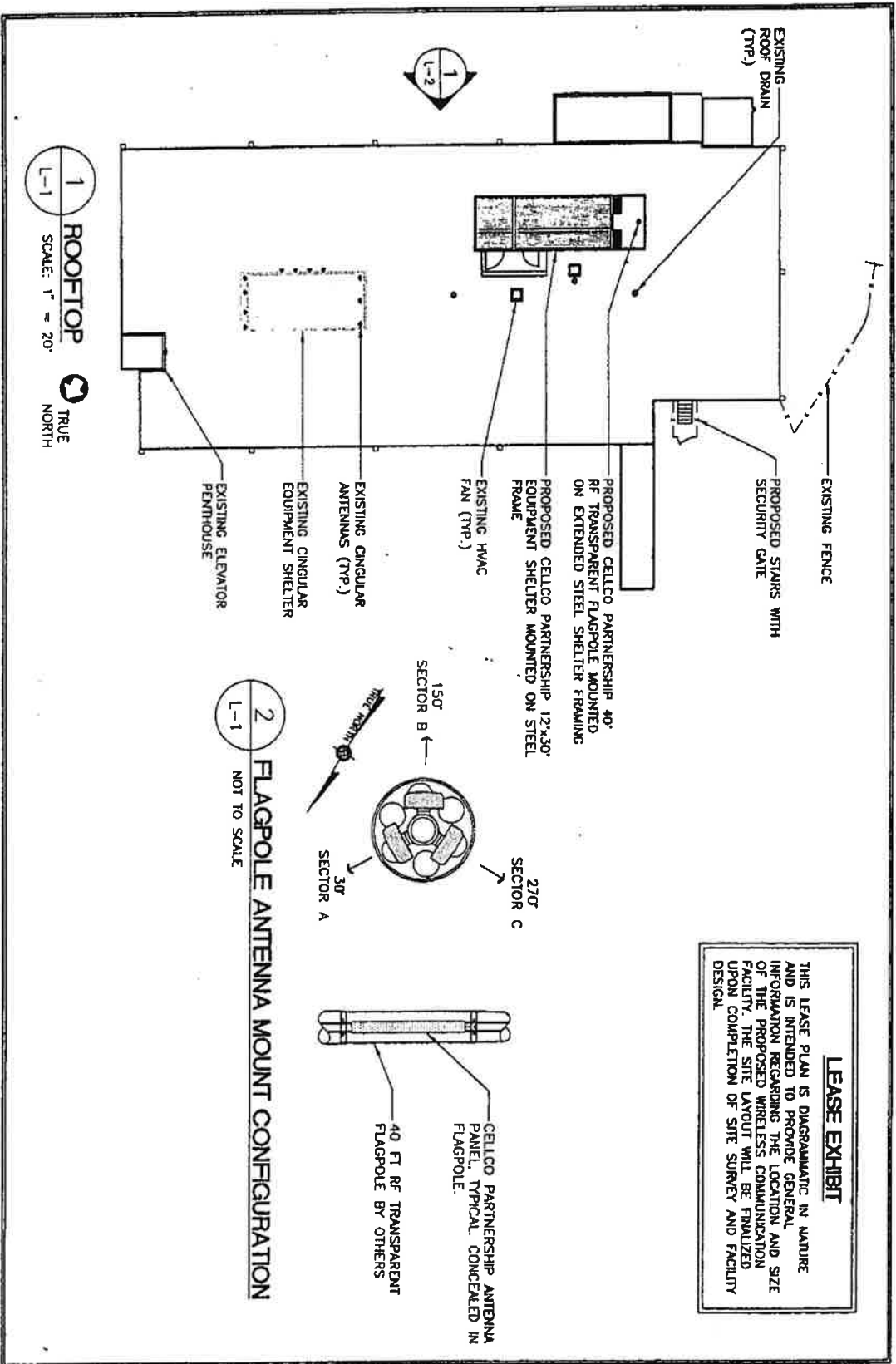
BY:

[Signature]

David R. Heverling  
Network Vice President - Northeast Area

[Signature]

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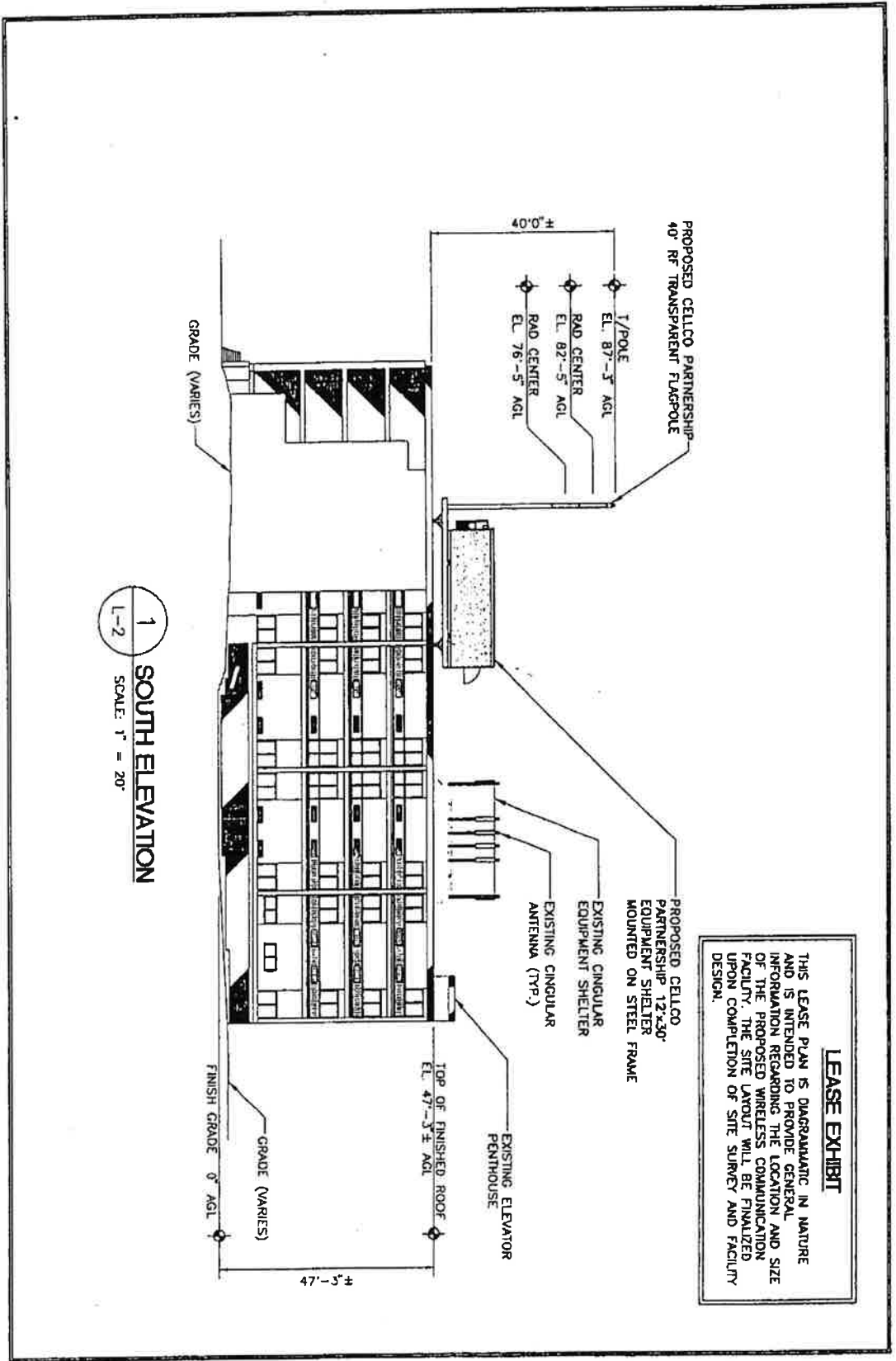
1 ROOFTOP  
L-1  
SCALE: 1" = 20'  
TRUE NORTH

2 FLAGPOLE ANTENNA MOUNT CONFIGURATION  
L-1  
NOT TO SCALE

**LEASE EXHIBIT**

THIS LEASE PLAN IS DIAGRAMATIC 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.



1 SOUTH ELEVATION  
 L-2 SCALE: 1" = 20'

**LEASE EXHIBIT**

THIS LEASE PLAN IS DIAGRAMATIC 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.

	PROJECT NO.	DATE
	DRAWN BY	SCALE
	CHECKED BY	DATE
	SCALE	DATE
	PROJECT NO.	DATE
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