

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 : JULY 19, 2021

**RESPONSES OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
TO PARTY CITY OF MILFORD SUPPLEMENTAL INTERROGATORIES**

On July 13, 2021, the City of Milford, a designated Party to these proceedings, issued Supplemental Interrogatories to Cellco Partnership d/b/a Verizon Wireless (“Cellco”), relating to Docket No. 500. Below are Cellco’s responses.

Question No. 11

Please confirm that the facility at 1052 Post Road is currently in operation.

Response

Yes, Cellco’s existing rooftop facility at 1052 Boston Post Road is in operation.

Question No. 12

Please confirm that Verizon’s coverage objectives could be met by placement of a tower at any one of the following sites:

- a. 1052 Boston Post Road (current hotel site)
- b. 1201 Boston Post Road (Mall)
- c. 1212 Boston Post Road (Old Navy)

- d. 10 Leighton Road (Schick).

Response

- a. 1052 Boston Post Road (current hotel site) – Yes at an antenna height of 80 to 100 feet above ground level (“AGL”).
- b. 1201 Boston Post Road (Mall) – Yes at an antenna height of 130 feet AGL.
- c. 1212 Boston Post Road (Old Navy) – Yes at an antenna height of 120 feet AGL.
- d. 10 Leighton Road (Schick) – Yes at an antenna height of 110 feet AGL.

Question No. 13

Please confirm that, if a tower were approved at any of the sites listed in Request 12(a)-(d) above, Verizon could both aim the antennas, and utilize remote electrical tilt (“RET”) capability to optimize the coverage area and avoid overlap with existing cell sites, such as the existing monopole at 311 Old Gate Road.

Response

Yes. Cellco would also need to reconfigure the antennas at its Old Gate Facility under this scenario.

Question No. 14

Notwithstanding Verizon’s statement that a multi-site solution “is not the preferred approach,” explain whether Verizon’s coverage objectives could be met with a combination of antennas on the roofs of existing buildings, such as:

- a. 1052 Boston Post Road (current hotel site)
- b. 1212 Boston Post Road (Old Navy)
- c. 10 Leighton Road (Schick)
- d. 354 North Street (Budderfly).

Response

No. The roofs of the buildings referenced are too low to allow Cellco meet its coverage objectives in the area.

The following Requests 15a through 15f pertain to the Option and Lease Agreement (hereinafter “Lease”) between Cellco and Turnpike Lodge, Inc. (hereinafter “Lessor”) concerning the site of Verizon’s existing facility at 1052 Boston Post Road (*see* Attachment 1 to Verizon’s Responses to the Council’s First Set of Pre-Hearing Interrogatories):

Question No. 15a

Please identify the precise date on which Cellco exercised its option to lease space for a rooftop communications facility at 1052 Boston Post Road.

Response

Cellco exercised its Option for the existing rooftop tower on January 1, 2005, following its receipt of Siting Council approval for the facility on July 13, 2004 (Petition No. 680).

Question No. 15b

Please calculate the date on which the current term of the Lease will end based on the provisions of Section 2 (initial five-year term) and Section 3 (three automatic five-year extensions).

Response

The existing Lease has an initial term of five (5) years with the three (3) automatic five (5) year extensions. Unless further extended, the Lease term would expire on December 31, 2024.

Question No. 15c

Please confirm, pursuant to Section 5 of the Lease, that the Lease will automatically renew at the end of the current term, and every five years thereafter, unless either party gives notice of termination at least three months prior to the end of such term.

Response

The provisions of Section 5 of the Lease speak for themselves.

Question No. 15d

Please confirm, pursuant to Section 5 of the Lease, that the Lease may not be terminated prior to the end of any ensuing five-year term unless either party gives nine-months advance notice (or at least six-months advance notice under the equipment relocation provisions of Section 32).

Response

During the Additional Extension Terms, the Landlord (Lessor) is required to provide at least nine (9) months advance notice of an intent to terminate prior to the expiration of any five (5) year term and Cellco is required to provide at least three (3) months advance notice of an intent to terminate prior to the expiration of any five (5) year term.

Question No. 15e

Please confirm that neither Cellco nor the Lessor has issued any notice of termination of the Lease.

Response

Cellco has not issued any termination notice to the Lessor nor has it received any termination notice from the Lessor for the existing facility.

Question No. 15f

Please confirm, pursuant to Section 13 of the Lease, that Cellco's rights under the Lease

will not be affected in the event the property is sold by the current Owner/Lessor.

Response

The provisions of Section 13 of the Lease speak for themselves.

CERTIFICATION OF SERVICE

I hereby certify that on this 19th day of July, 2021, a copy of the foregoing was sent, via electronic mail, to the following:

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