

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE: :
 :
 APPLICATION OF HOMELAND : DOCKET NO. 509
 TOWERS, LLC FOR A CERTIFICATE :
 OF ENVIRONMENTAL :
 COMPATIBILITY AND PUBLIC NEED :
 FOR THE CONSTRUCTION, :
 MAINTENANCE AND OPERATION OF :
 A TELECOMMUNICATIONS FACILITY :
 AT 1837 PONUS RIDGE ROAD, NEW :
 CANAAN, CONNECTICUT : AUGUST 09, 2022

New Canaan Neighbors Third Supplemental Request for Administrative Notice

NCN respectfully requests that the Siting Council take administrative notice of the following items found in the public record, as well as judicially cognizable facts and generally recognized technical or scientific facts within the Council’s specialized knowledge, and facts not subject to reasonable dispute and known within the jurisdiction of the Council or capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned:

1. USDA- Natural Resources Conservation Service, et al., “A Handbook of Constructed Wetlands” <https://www.epa.gov/sites/default/files/2015-10/documents/constructed-wetlands-handbook.pdf> (last visited on July 15, 2022).

2. Town of New Canaan - Utilities Commission, “New Canaan Wireless Policy,” March 3, 2014,
https://cms3.revize.com/revize/newcanaanct/Commissions/Utilities/1.NC_Wireless_Policy_3_March_2014.pdf (last visited on July 23, 2022).
3. Town of New Canaan – Utilities Commission, “Improving New Canaan’s Cellular Service,” January 8, 2015,
https://cms3.revize.com/revize/newcanaanct/Commissions/Utilities/3.Cell_Study_Pres_1_8.pdf (last visited on July 23, 2022).
4. City of Lewes – AT&T Presentation, “The Need for Small Cells and AT&T’s Network,” October 2020,
<https://www.ci.lewes.de.us/DocumentCenter/View/2407/Lewes---small-cells---Oct-20-2020> (last visited on July 23, 2022).
5. Verizon – News, “Right-Sizing Infrastructure Rules for Small Cells Will Make U.S. 5G Ready,” March 22, 2018, <https://www.verizon.com/about/news/right-sizing-infrastructure-rules-small-cells-will-make-us-5g-ready> (last visited on July 23, 2022).
6. Town of New Canaan – Request for Proposal, “For the Design, Construction and Operation of Wireless Communications Infrastructure in the Town of New Canaan, CT,” March 21, 2016,

https://cms3.revize.com/revize/newcanaanct/Commissions/Utilities/f.Revised_Wireless_RFP_3_16_16.pdf (last visited on July 29, 2022).

7. Town of New Canaan – Town Council Meeting, beginning of video to 40:12, July 20, 2022, <https://www.youtube.com/watch?v=A-xNfHPuUkM> (last visited August 9, 2022).
8. Town of New Canaan – Historic District Commission, Members, https://www.newcanaan.info/government/commissions/historic_district.php (last visited August 9, 2022).
9. Public Record 34. Town of New Canaan and Homeland Towers LLC Commercial License Agreement. This request is also for the referenced agreement between Homeland Towers and 1837 LLC: “LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Option and Ground Lease Agreement dated February 25, 2021, a redacted copy of which has been provided by LICENSOR to LICENSEE . . . between 1837 LLC . . . and LICENSOR.” (Attached as Public Record 34 [note that the redacted Ground Lease Agreement is still yet to be provided by the Town of New Canaan pursuant to FOIA request].)
10. Public Record 35. Email correspondence. (Attached as Public Record 35.)
11. Public Record 36. Email correspondence. (Attached as Public Record 36.)
12. Public Record 37. Email correspondence. (Attached as Public Record 37.)

13. Public Record 38. Email correspondence. (Attached as Public Record 38.)
14. Public Record 39. Email correspondence. (Attached as Public Record 39.)
15. Public Record 40. Email correspondence. (Attached as Public Record 40.)
16. Public Record 41. Email correspondence. (Attached as Public Record 41.)
17. Public Record 42. Email correspondence. (Attached as Public Record 42.)
18. Public Record 43. Email correspondence. (Attached as Public Record 43.)
19. Public Record 44. Email correspondence. (Attached as Public Record 44.)
20. Public Record 45. Email correspondence. (Attached as Public Record 45.)
21. Public Record 46. Email correspondence. (Attached as Public Record 46.)

Respectfully submitted,

/s/Justin Nishioka
Justin Nishioka, NCN Representative

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was electronically mailed to the following service list on August 9, 2022.

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/s/Justin Nishioka
Justin Nishioka, NCN Representative

NCN Supplemental Request for
Administrative Notice

Public Record 34

COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement (“Agreement”) is entered into this 29th day of March, 2021, between **HOMELAND TOWERS, LLC**, a New York limited liability company (“LICENSOR”) and **TOWN OF NEW CANAAN**, a Connecticut municipal corporation (“LICENSEE”).

1. **Scope of License.** Subject to the terms and conditions of this Agreement and the Master Lease (as hereinafter defined), LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment (“Equipment”) described in **Exhibit A**, annexed hereto, at LICENSOR’s communication site located at 1837 Ponus Ridge Road, New Canaan, Fairfield County, Connecticut as shown on the New Canaan Assessor’s Records as Map/Block/Lot/ (0023/0027/0057, (known as New Canaan Northwest CT050) (the “Site” or “Licensed Premises”) described in **Exhibit A**.

2. **Term.** (a) The “**Initial Term**” of this Agreement shall be for a period of three (3) years beginning on the “**Commencement Date**” which shall be the earlier of (i) the first day of the month after the date of LICENSOR’s issuance, at LICENSEE’s request, of a notice authorizing LICENSEE to proceed with the installation of its Equipment at the Premises; or (ii) following the date which is thirty (30) days following notice from LICENSOR that the tower has reached Substantial Completion. Substantial Completion shall be attained when the tower is fully constructed, fully fenced in, and power is installed and operational, brought to a demarcation point within the compound and available for LICENSEE’s use and the tower is otherwise ready for LICENSEE’s installation.

(b) The “**Renewal Term(s)**” of this Agreement shall be five (5) additional periods of five (5) years each, except that the fifth (5th) Renewal Term shall end at the same time as the Master Lease described in Section 17 below if the term of the Master Lease ends prior to the end of the fifth (5th) Renewal Term. The Renewal Term(s) shall commence automatically without further action on the part of the LICENSOR or LICENSEE.

3. **License Fee.** Beginning on the Commencement Date, LICENSEE shall pay to LICENSOR a monthly fee of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) (the “**License Fee**”). The License Fee shall be payable in equal monthly installments in advance of the first day of the month to LICENSOR and shall be sent to the attention of Homeland Towers, LLC, RE: CT050 New Canaan North West- Town of New Canaan, 9 Harmony Street, 2nd Floor, Danbury, CT 06810, or to such address as designated in writing by LICENSOR. The License Fee shall be prorated for any partial month occurring during the then current term on the actual number of days in such month. LICENSOR agrees to provide LICENSEE with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and as such other times as may be reasonably requested by LICENSEE. The initial License Fee payment will be forwarded by LICENSEE to LICENSOR within forty-five (45) days after the Commencement Date.

- (a) Effective on the anniversary of the Commencement Date of the Agreement and only during each year of the Initial Term, the then current License Fee payable by LICENSEE to LICENSOR shall be increased by an amount equal to two percent (2%) over the License Fee payable by LICENSEE for the preceding twelve (12) month period.
- (b) LICENSEE shall be responsible for paying on a monthly or quarterly basis all utility charges for electricity, telephone service or any other utility used or consumed by LICENSEE at the Licensed Premises which such payments shall be made directly to the applicable utility entity.
- (c) If LICENSEE remains in possession of the Licensed Premises at the expiration of the Initial Term or the expiration of any applicable Renewal Term, such possession shall be deemed to be a month-to-month license under same terms and conditions of this Agreement, except that the License Fee payable during such holdover period shall be one hundred fifty percent (150%) of the License Fee payable during the last year of the immediately preceding term.
- (d) LICENSEE agrees that payment of the License Fee shall be due and paid without the necessity of a demand or invoice from the LICENSOR, and for each installment or sum made more than ten (10) days after is due date upon written notice to LICENSEE, LICENSEE shall pay as an additional fee a late

charge equal to ten (10%) percent. All charges payable under this Agreement such as the utilities shall be billed by LICENSOR within one (1) year of LICENSOR's receipt of an invoice, any charges beyond such period shall not be billed by LICENSOR, and shall not be payable by LICENSEE. The foregoing shall not apply to the License Fee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

- (e) LICENSEE shall be relieved of paying LICENSOR the License Fee upon the earliest of: (i) the end of the Initial Term; (ii) the due date of the first installment of rent, license fee or the like from a commercial wireless carrier installing equipment on the tower; or (iii) the date that a commercial wireless carrier's equipment on the tower becomes operational. LICENSEE shall thereafter have the right to maintain public safety equipment on the tower at no charge (\$0.00) through the end of the Term of this Agreement.

4. Inspection of Licensed Premises. (a) The Licensed Premises shall be provided in "AS IS" condition by LICENSOR. LICENSEE acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the Licensed Premises, including the tower, as the case may be, and/or the storage facilities, or as to any engineering data. LICENSEE is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Licensed Premises for LICENSEE's use. LICENSOR shall have no obligation to obtain licenses for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE's Equipment.

(b) LICENSEE acknowledges that LICENSOR's ability to construct, operate, and maintain the Site is contingent upon LICENSOR's ability to obtain any and all Governmental Approvals, as defined in Section 5 below. In the event the LICENSOR is not able to obtain, maintain, or renew, on terms acceptable to LICENSOR in its sole, commercially-reasonable discretion, any Governmental Approval(s) necessary for the construction and/or operation of the Site or in the event LICENSOR determines that construction of the site is not feasible, LICENSOR shall have the right to terminate this Agreement without penalty or further obligation upon thirty (30) days prior written notice to LICENSEE. As uses herein, "Governmental Authority" means any federal, state, or local governmental body or agency having jurisdiction over the Site or the use thereof as a telecommunications facility.

(c) Subject to the conditions set forth in Section 4(b) above, LICENSOR shall, in accordance with industry standards and applicable laws, rules, and regulations (collectively, "Applicable Laws"), construct a telecommunications facility sufficient for the installation of LICENSEE's Equipment. Upon LICENSOR's completion of Site construction, LICENSOR shall notify LICENSEE in writing. LICENSEE's installation of its Equipment at the Licensed Premises shall be construed as LICENSEE's acceptance of the Licensed Premises as adequate for LICENSEE's use thereof. LICENSOR shall have no obligation to obtain licenses or any other governmental approval(s) of LICENSEE, or to maintain, insure, operate or safeguard LICENSEE's Equipment.

5. Permitted Use, Installation, Operating Procedures. (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. LICENSEE shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities ("Governmental Approvals"). LICENSOR shall provide reasonable cooperation and assistance to LICENSEE, at no expense to LICENSOR, in securing Governmental Approvals for the installation of LICENSEE's Equipment.

(b) LICENSEE shall construct, and maintain the Equipment (and install any additional Equipment) on the Licensed Premises in compliance with all local, State and Federal regulations. All installations, operation and maintenance of Equipment must be in accordance with LICENSOR's policies as set forth in **Exhibit B** ("Installation and Maintenance Standards"), annexed hereto. Prior to the installation of LICENSEE's Equipment or any modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Term is subject to the following:

- (i) LICENSEE shall submit in writing all plans for such installations, modifications or changes for LICENSOR's written approval, such approval not to be unreasonably withheld or delayed, to engineers and consultants selected by LICENSOR for review and approval. LICENSOR's approval will not be required for replacement of: (A) ground Equipment, provided that the replacement Equipment fits in the existing shed(s) or cabinet(s); (B) obsolete, damaged, inoperable or malfunctioning aerial Equipment, provided that LICENSEE provides LICENSOR with written notice of the replacement work, including identification of all

replacement parts, and LICENSEE certifies that the replacement work will not result in an increase in the aggregated weight of LICENSEE's aerial Equipment by more than ten percent (10%).

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to the Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises.

(iv) All of LICENSEE's Equipment shall be clearly marked to show LICENSEE's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment.

(c) LICENSOR agrees that LICENSEE shall have the right to nonexclusive access to the Licensed Premises over and across the Site ("Access") twenty-four (24) hours per day, seven (7) days per week, during the Term for the purpose of ingress, egress, maintenance and operation of the Equipment and any associated utilities. LICENSOR will furnish LICENSEE with a key and/or current pass code to the Licensed Premises at all times. LICENSEE shall have the right to secure the shed(s) and cabinet(s) containing LICENSEE's ground Equipment with appropriate locks or other security devices.

(d) LICENSEE shall not sublease, share or utilize, in whole or in part, its Equipment, its frequencies or its interests pursuant to this Agreement.

6. Interference. (a) The installation, maintenance and operation of the LICENSEE's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of LICENSOR or with any other licensee or sub-tenants at the site on the Commencement Date. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of LICENSEE's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, LICENSEE shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever LICENSOR deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified by LICENSEE within fifteen (15) days after written notice of said interference, then LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE unless LICENSEE commences curing the interference within said fifteen (15) day period and thereafter continuously and diligently pursues to cure the interference ("Cure Period"). In the event the interference is not cured during the initial fifteen (15) day notification period or any Cure Period, LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE, whereupon LICENSEE shall remove the Equipment at its sole cost and expense and in accordance with Paragraph 8 herein. If LICENSEE fails to take possession of its Equipment within thirty (30) days after notice of termination, said Equipment will be deemed abandoned; or

(ii) with any other radio communications systems and equipment installed at the Licensed Premises after the Commencement Date of this Agreement, LICENSEE shall cooperate fully with LICENSOR and any future licensee or sub-tenant injured by LICENSEE's interference ("Future Party") to remedy the interference. LICENSEE shall do whatever LICENSOR deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in LICENSEE's system, Equipment, or installation.

(b) LICENSEE hereby acknowledges that LICENSOR has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Site. LICENSEE also waives any and all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or sub-tenant of LICENSOR in its business upon the Site. In the event that any such interference occurs that materially interferes with LICENSEE's utilization of the Licensed Premises, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving LICENSOR prior written notice to that effect.

(c) Any dispute relating to the interpretation of this Section 6 pertaining to harmful or detrimental interference shall be interpreted and resolved in accordance with applicable FCC rules, regulations and policies.

(d) LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment within the building or shelter, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense, provided that said relocation does not substantially change the operation of LICENSEE's Equipment.

7. Structural Modifications and Repairs. If LICENSOR, in its sole discretion, determines that any structural modifications or repairs are needed to be made to any portion of the Licensed Premises due to the presence of LICENSEE's Equipment or other improvements, LICENSOR shall notify LICENSEE of the needed modifications or repairs, and LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications or repairs in accordance with Paragraph 5 hereof; if such noticed modifications are not completed within sixty (60) days of such notice either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice. Notwithstanding, in the event of an emergency, LICENSOR shall have the right to make such modifications or repairs at LICENSEE's expense, upon notice to LICENSEE, and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

8. Removal of LICENSEE's Equipment. At the expiration of this Agreement or earlier termination thereof and except as provided in Paragraph 17(b), LICENSEE shall remove any and all of the Equipment at LICENSEE's cost and expense. Such removal shall be performed pursuant to the guidelines set forth in Paragraph 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Licensed Premises or any equipment of other licensees or sub-tenants thereon. Any and all interference or damage caused to the LICENSOR's equipment or equipment of other licensees or sub-tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

9. Indemnification. (a) LICENSEE shall indemnify and hold LICENSOR harmless from (i) all costs of any damage done to the facilities or equipment of the LICENSOR, and/or other licensee or sub-tenant located at the Site, that occur as a result of the installation, operation or maintenance of LICENSEE's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employees disability and death benefits, arising out of LICENSEE's occupancy of the Licensed Premises or the installation, maintenance and operation or removal of LICENSEE's Equipment, except for damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of LICENSOR.

(b) LICENSEE shall also indemnify and hold LICENSOR harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers compensation law or any plan of employees disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from LICENSEE's Equipment or any other harmful effect of LICENSEE's Equipment.

(c) LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or sub-tenants occupying the Site. LICENSEE hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Licensed Premises or failure of LICENSEE or LICENSEE's Equipment for any reason whatsoever and agrees to indemnify and

hold LICENSOR harmless from all damages and costs of defending any claim or suit for damages of any kind, including but not limited to business interruption and attorneys fees, asserted against LICENSOR by reason of such failure.

10. Damage or Destruction. LICENSOR and LICENSEE agree that LICENSOR shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty.

11. Condemnation. In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the operation of its radio equipment, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation.

12. Insurance and Subrogation. (a) LICENSEE shall keep in full force and effect during the term of this Agreement commercial general liability insurance, including blanket contractual and completed operations coverage, with the limits of liability of Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate for bodily injury and property and worker's compensation with a limit of not less than the applicable statutory limit. Said insurance policy shall include LICENSOR as an additional insured and shall provide that LICENSEE will endeavor to provide LICENSOR at least thirty (30) days prior written notice of any cancellation in such insurance policy that is not replaced. LICENSOR's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LICENSEE, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LICENSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of gross negligence of LICENSOR, its employees, agents or independent contractors; and, (iii) not exceed LICENSEE's indemnification obligation under this Agreement, if any. Additionally, LICENSEE shall obtain a waiver of subrogation from its insurer on the policies listed above. LICENSEE shall be required to furnish to LICENSOR, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

(c) Notwithstanding the foregoing, LICENSEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event LICENSEE elects to self-insure its obligation under this Agreement to include LICENSOR as an additional insured, the following conditions apply:

(i) LICENSOR shall promptly and no later than thirty (30) days after notice thereof provide LICENSEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to the Section and provide LICENSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) LICENSOR shall not settle any such claims, demand, lawsuit, or the like without prior written consent of LICENSEE; and

(iii) LICENSOR shall fully cooperate with LICENSEE in the defense of the claim, demand, lawsuit, or the like.

13. Notices. All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LICENSOR and LICENSEE or such address as may be designated in writing by either party:

If to LICENSOR:

Homeland Towers, LLC
ATTN: Manual Vicente
9 Harmony Street
2nd Floor
Danbury, CT 06810
(203) 297-6345

With a copy to:

If to LICENSEE:

Town of New Canaan
77 Main Street
New Canaan, CT 06840
Attn: First Selectman

With a copy to:

Berchem Moses PC
1221 Post Road East
Suite 301
Westport, CT 06880
Attn: Douglas E. LoMonte, Esq.

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

14. Default. (a) Any one or more of the following events shall constitute a default ("Default") under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within ten (10) days after LICENSOR provides written notice thereof to LICENSEE; (ii) If either party fails to observe or perform any non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, the defaulting party shall not be in default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; (iii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the Equipment was installed; or (iv) LICENSEE's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after LICENSOR gives written notice thereof to LICENSEE.

(b) In the event of a Default, LICENSOR shall be entitled at LICENSOR's option to terminate this Agreement and to remove all of LICENSEE's Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE's cost and expense. No Default pursuant to this Paragraph 14, by operation of law or otherwise (except as expressly provided herein), no removal of the Equipment from the Licensed Premises pursuant to the terms of this Agreement, and/or no re-licensing of LICENSEE's former space at the Licensed Premises shall relieve LICENSEE of LICENSEE's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

(c) LICENSOR shall be in default ("LICENSOR Default") under this Agreement in the event that LICENSOR fails to (i) provide Access to the Premises as required by Section 5 of this Agreement within twenty-four (24) hours after written notice of such failure; or (ii) perform any of its obligations under this Agreement and such failure continues for thirty (30) days after receipt of written notice from LICENSEE specifying failure. No such failure, however, will be deemed to exist if LICENSOR has commenced to cure the default within such period and is diligently pursuing corrective action.

15. Addendum. A State and Local Government Addendum (Non-Appropriation) is attached to this Agreement.

16. Assignment. (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon demand execute and deliver to LICENSOR such

further instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction.

(b) LICENSEE may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of LICENSOR, such consent not to be unreasonably withheld or delayed. LICENSEE may not sublease, in whole or in part, its Equipment, the Licensed Premises, or its interests pursuant to this Agreement.

17. Master Lease.

(a) LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Option and Ground Lease Agreement dated February 25, 2021, a redacted copy of which has been provided by LICENSOR to LICENSEE (hereinafter referred to as "Master Lease"), between 1837 LLC (hereinafter referred to as "Master Licensor") and LICENSOR. This Agreement shall be subject and subordinate to the Master Lease, and to the matters to which the Master Lease is or shall be subject and subordinate. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between LICENSEE and Master Licensor. If, for any reason, the term of the Master Lease terminates prior to the expiration date of this Agreement, then this Agreement shall thereupon be automatically terminated and LICENSOR shall not be liable to LICENSEE by reason thereof.

(b) Notwithstanding Paragraph 17(a), if this Agreement terminates due to expiration of the fifth (5th) Renewal Term or earlier expiration of the Master Lease and LICENSEE is not then in default under this Agreement, then LICENSEE shall have the option, exercisable by LICENSEE by delivery of written notice, to purchase from LICENSOR the tower and all of LICENSOR's rights and obligations under the Master Lease, if any, for One Dollar (\$1.00) and, upon payment of the One Dollar (\$1.00) purchase price, LICENSEE shall be relieved of the obligation to remove the Equipment from the Site. LICENSOR agrees that if, as of the date that is twelve (12) months before the expiration of the term of the Master Lease, LICENSOR has not entered into negotiations with the Master Licensor for a renewal or extension of the Master Lease, then LICENSEE shall have the right to enter into negotiations with the Master Licensor for the right to maintain the tower and Equipment at the Site.

18. Compliance with Laws. LICENSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA").

19. RF Emissions Compliance. (a) LICENSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as all applicable rules and/or regulations of any other Federal or State agency (including but not limited to OSHA) having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna licensed premises. LICENSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Licensed Premises. LICENSEE will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all licensees and users taken in the aggregate at the Licensed Premises.

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Licensed Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards.

20. Replacement and Renovation of Tower. LICENSOR reserves the right, in its sole discretion, to renovate, replace or rebuild the tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period.

21. Environmental. LICENSOR warrants and agrees that neither LICENSOR nor, to LICENSOR's actual knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage of, any Hazardous Material (as defined below) on, under, about or within the Site in violation of any law or regulation. LICENSOR and LICENSEE each agree that they will not use, generate, store or dispose of any Hazardous Material

on, under, about or within the Site in violation of any applicable law or regulation. LICENSEE agrees to defend and indemnify LICENSOR and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from LICENSEE's breach of any warranty or agreement contained in this section. LICENSOR agrees to defend and indemnify LICENSEE and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from LICENSOR's breach of any warranty or agreement contained in this section. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

22. Miscellaneous. (a) In the event of litigation between the parties in connection with this Agreement, each party shall be entitled to recover its reasonable attorneys' fees and court costs related to such issue on which that party is the prevailing party, as determined and allocated by the court as part of the judgment. (b) Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. (f) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of LICENSOR. (g) This Agreement shall be construed in accordance with the laws of the state where the Site is located, without regard to the choice of law rules thereof. (h) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. (i) LICENSOR and LICENSEE each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way related to this Agreement. (j) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (k) The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. (l) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this Agreement. (m) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

{This space intentionally left blank. The next page is the signature page.}

This Agreement is executed as of the date reflected on page one hereof.

LICENSOR: **Homeland Towers LLC**
By: _____
Name: Maniel Vicente
Title: President
Date: 4/26/2021

LICENSEE: **Town of New Canaan**
By: _____
Name: Kenn J. Moynihan
Title: First Selectman
Date: March 29, 2021

{Signature page to Communications License Agreement}

EXHIBIT B to Communications License Agreement
Installation and Maintenance Standards

Purpose:

The purpose of these Standards is to insure that the installation of all LICENSEE electronics equipment at the Site meets or exceeds established Electronics Industry Association (EIA) standards. These Standards have been developed to insure a safe, interference free operating environment for all LICENSOR's licensees. LICENSOR reserves the right to make changes and/or modifications to these standards, from time to time, and shall provide LICENSEE with thirty (30) days prior written notice of any such changes or modifications.

General Considerations:

- All RF equipment installed must be FCC Type Accepted for Radio Service and frequencies proposed in the Agreement and attached exhibits.
- All 929/931 MHz PCP/RCC paging licensees are **REQUIRED** to install a bandpass filter on the final output of their transmitter. The bandpass filter should provide a minimum of 40dB attenuation at 896-901 MHz.
- Repeater systems shall have, as a minimum requirement, a single stage isolator and a bandpass/reject type duplexer. Notch type duplexers are not acceptable.
- All installed equipment shall be housed in suitable EIA approved enclosure(s) or equipment rack(s). All enclosure doors and covers shall remain closed and locked at all times except during actual equipment servicing.
- Site keys obtained by a LICENSEE will not be duplicated.
- LICENSEE or their representatives will refrain from making any adjustments to any on site LICENSOR equipment (heating, ventilation, air conditioning, generator, etc.)

Installation Standards:

- All LICENSEE installations require the use of certified electronics technicians, steeplejacks, electricians or licensed contractors that have received LICENSOR approval prior to commencing any installation work. All installation work shall be in accordance with a previously approved installation plan. LICENSOR at its sole discretion shall have the right to supervise the installation of any and all equipment. Certificates of Insurance may also be required by LICENSOR of any installer.
- All installation work shall conform to established EIA/TIA and manufacturer's installation standards, as well as any special standards imposed by LICENSOR. All work shall be performed in a neat and workmanlike manner. Any new installation will not cause mechanical, electrical or electronic interference to other licensee's RF equipment or other associated equipment, or any LICENSOR equipment located in the equipment shelter, generator shelter, tower structure or anywhere else at the Site.
- All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC Codes, as well as EIA and TIA Standards will apply.
- Equipment shall be installed in locations and positions determined by LICENSOR. LICENSOR's representative will designate the exact locations for the installation of electronic equipment, transmission lines and antennas. If, for any reason, the proposed installation cannot conform to these instructions, LICENSOR's representative shall be contracted prior to any further work.

Transmission Line(s):

- All transmission lines shall be Heliac® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.

- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. Licensee is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflex B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.
- Interior routing of transmission line(s) shall be via Licensor provided "unistrut" waveguide supports and using Licensee provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above Licensee's equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to Licensee's equipment shall be by "Superflex"® cable, Heliac® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to Licensee's equipment.

Power Cable Installations:

- Power cables will be connected to designated electrical outlets. At many tower sites, all available electrical outlets are reserved for test equipment use only, due to circuit breaker size. If an outlet of suitable size is not available, the installation of a suitable outlet by a qualified electrician is the responsibility of the LICENSEE. One circuit breaker per cabinet is preferred. Installation of overhead outlets attached to the side of the cable ladder above LICENSEE's equipment by through bolting or by electrical box clamp is preferred.
- All electrical wiring shall be routed via electrical conduit or electrical metal tubing (EMT) using WATERTIGHT flexible jumpers. Wall runs are not authorized except to get to and from the cable or wire trays or ladder, where necessary. The use of Romex cable, BX cable or equal requires permission of LICENSOR's representative.
- EIA or TIA approved lightning surge protection is required on all AC electrical circuits, in addition to any such protection provided by the utility.

Grounding Requirements:

- All installed equipment cabinets and racks shall be grounded to the equipment room interior overhead "halo" ground buss. Termination to equipment to be via lug bolt. Termination to "halo" ground buss to be by split bolt or by "micropress" pressure clamp.
- All equipment ground wires to be No. 6 AWG copper wire or better.
- Routing ground wire(s) via overhead cable ladders and trays is approved.

Equipment Maintenance:

- Licensee shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by the LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE's equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the site is securely locked and the premises is clean before departing the tower site. At sites that are centrally monitored, the LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to the LICENSOR during normal business hours at (888) 748-3647 or after hours to the Emergency Telephone Number at (949) 443-5810.

Removal of Installed Equipment:

- Any or all removal of Licensee's equipment shall be performed by certified electronics technicians, steeplejacks, licensed electricians or licensed contractors previously approved by LICENSOR. All removal operations shall be in accordance with a previously approved removal plan. Removal operations shall be accomplished in a workmanlike manner without any interference, damage or destruction of any other equipment, structures or operations at the site or to any other equipment installed therein. All trash, scrap or debris shall be removed from the site along with all LICENSEE Equipment. The premises shall be left in a clean and orderly condition.
- Any equipment left by LICENSEE upon final departure from the site (all keys turned in) becomes the property of LICENSOR to do with as determined by LICENSOR.

State and Local Government Addendum (Non-Appropriation)

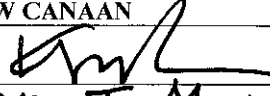
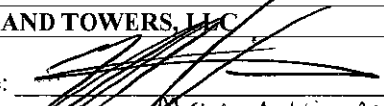
This State and Local Government Addendum (this "Addendum") is made part of the above-referenced Agreement ("Agreement") between **HOMELAND TOWERS, LLC** ("you" and "your") and **TOWN OF NEW CANAAN** ("we" "us" and "our"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows.

1. **Funding Intent.** We reasonably believe that funds can be obtained sufficient to make all payments set forth in the Agreement and any other amounts owed during the term of the Agreement. We agree that our chief executive or administrative officer will provide for funding for such payments in our annual budget request submitted to our governing body. We covenant that we will do all things lawfully within our power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using our best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If our governing body chooses not to appropriate funds for such payments, we agree that our governing body will evidence such non-appropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that our obligation to make payments under the Agreement will be our current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of our general tax revenues, funds or moneys.

2. **Non-Appropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by our governing body in any fiscal period for payments set forth in the Agreement and (b) we have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then we will give you not less than thirty (30) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of our fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty. We agree that, to the extent permitted by law, we will not terminate the Agreement if any funds are appropriated by us or to us for the acquisition or use of a cell tower performing functions similar to the cell tower at the Site during our fiscal period in which such termination would occur. We will (i) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, and (ii) pay us all sums payable to us under the Agreement up to and including the Termination Date. We acknowledge and agree that, in the event of the termination of the Agreement, you shall be entitled to retain for your own account any sums previously paid by us pursuant to the terms of the Agreement.

3. **Authority and Authorization.** We represent and agree that: (a) we are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under our state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which we are party; (c) we have properly presented the Agreement for approval and adoption as a valid obligation on our part; and (d) we have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for our current fiscal period.

4. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

TOWN OF NEW CANAAN	HOMELAND TOWERS, LLC
Signature: 	Signature: 
Name: <u>Kevin J. Moynihan</u>	Name: <u>Reshad</u>
Title: <u>First Selectman</u>	Title: <u>Resident</u>
Date: <u>March 29, 2021</u>	Date: <u>4/26/2021</u>

NCN Supplemental Request for
Administrative Notice

Public Record 35

Justin Nishioka

From: Mann, Tiger <Tiger.Mann@newcanaanct.gov>
Sent: Thursday, June 23, 2022 1:31 PM
To: Zagarenski, Joe
Subject: FW: REMINDER: CT Siting Council remote Public hearing on June 28th for Homeland's tower at 1837 Ponus Ridge, New Canaan - Docket No. 509

Tiger Mann
Director of Public Works
Town of New Canaan
(203) 594-3056 (w)
(203) 594-3129 (f)
(203) 943-8486 (c)

 #NewCanaanDPW

 @NewCanaanDPW





From: Moynihan, Kevin
Sent: Thursday, June 23, 2022 12:42 PM
To: Bassett, Albert <albert.bassett@newcanaanct.gov>; DiFederico, John <john.diFederico@newcanaanct.gov>; Stuart Sawabini <ssawabini@optonline.net>; wendyfog@gmail.com
Cc: Ray Vergati <rv@homelandtowers.us>; Brooks Avni, Lynn <lynn.brooksavni@newcanaanct.gov>; Kimes, Russ <russ.kimes@newcanaanct.gov>; Mann, Tiger <Tiger.Mann@newcanaanct.gov>; Krolikowski, Leon <leon.krolikowski@newcanaanct.gov>; Fire Commission <Fire.Commission@newcanaanct.gov>; 'pfoley2002@aol.com' <pfoley2002@aol.com>; bryan.luizzi@ncps-k12.org; Williams, Nick <Nick.Williams@newcanaanct.gov>; Corbet, Kathleen <kathleen.corbet@newcanaanct.gov>; Karl, Stephen <stephen.karl@newcanaanct.gov>
Subject: REMINDER: CT Siting Council remote Public hearing on June 28th for Homeland's tower at 1837 Ponus Ridge, New Canaan - Docket No. 509

Albe/John/Stuart/Wendy,

A reminder that we need First Responder support for the proposed cell/public safety tower at 1837 Ponus Ridge Road at next Tuesday evening's CT Siting Council's public hearing via Zoom. I will be speaking first on behalf of the Town.

The Town's antennas for Police, Fire and EMS will be co-located on the proposed new tower to replace the temporary antennas currently on the McNamara barn on Oenoke Ridge (the McNamaras recently moved but the new owners have agreed to honor the remainder of the 10 year lease for those temporary antennas).

To speak you must sign up by email per below instructions by Monday, June 27. Since Russ is away I would appreciate it if you four, if you can, would sign up and each speak for a couple minutes about the need for modern cell service for the safety of our Police, Fire, EMS first responders as well as for the safety of our residents to be able to make 911 calls outdoors throughout town.

Interested persons wishing to participate via Zoom at the 6:30 p.m. session (including Town officials), must sign up and email the Council at siting.council@ct.gov with your name, email address and mailing address by June 27, 2022. Persons wishing to participate by phone must leave a voice message at 860-827-2935 with your name, telephone number and mailing address. At the 6:30 p.m. session, the Council will have the Chief Elected Official speak first followed by comments from public safety officials and then the public. Comments will be limited to 3 minutes for everyone.

Thank you.

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Ray Vergati [<mailto:rv@homelandtowers.us>]

Sent: Wednesday, May 18, 2022 11:08 AM

To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; DiFederico, John <john.diFederico@newcanaanct.gov>; Bassett, Albert <albert.bassett@newcanaanct.gov>; Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>; Kimes, Russ <russ.kimes@newcanaanct.gov>

Cc: Manny Vicente <mv@homelandtowers.us>; Christine Vergati <cv@homelandtowers.us>; Julie Reibold <jreibold@norcomct.net>; 'Eric Fine' <EFine@norcomct.net>

Subject: CT Siting Council remote Public hearing on June 28th for Homeland's tower at 1837 Ponus Ridge, New Canaan - Docket No. 509

CAUTION: EXTERNAL EMAIL: This Email Originated from Outside of the Organization. DO NOT Click Links or Open Attachments unless you recognize the sender and know the content is safe.

First Selectman Moynihan et al,

The Connecticut Siting Council will conduct a public hearing via Zoom Conferencing on ***Tuesday, June 28th, 2022*** for Homeland Tower's proposed wireless facility located at 1837 Ponus Ridge Rd, New Canaan, CT (Docket No. 509). There will be a ***2:00 p.m. evidentiary session*** reserved for Homeland, AT&T, Verizon and Norcom to testify before the Council on the need for the facility, and continuing with a ***6:30 p.m. public comment session*** reserved for Town officials and the public. Interested persons wishing to participate via Zoom at the 6:30 p.m. session (including Town officials), must sign up and email the Council at siting.council@ct.gov with your name, email address and mailing address by June 27, 2022. Persons wishing to participate by phone must leave a voice message at 860-827-2935 with your name, telephone number and mailing address. At the 6:30 p.m. session, the Council will have the Chief Elected Official speak first followed by comments from public safety officials and then the public. Comments will be limited to 3 minutes for everyone.

Since the Town will be installing public safety equipment on this facility, we recommend the following individuals sign up now for Zoom in order to speak at the 6:30 p.m. session. I would ask for each person below to confirm back to me via email that they will be participating, feel free to have other public safety folks added to this list.

Kevin Moynihan, First Selectman
John W. DiFederico, Deputy Chief New Canaan Police Department

Albert Bassett, Fire Chief
Stewart Sawabini, Director of the Community Emergency Response Team (CERT)
Russell Kimes, III, Director of Emergency Management

Attached are Zoom instructions for the Remote Public Hearing. Should anyone have a question, please do not hesitate to contact me on my cell at 203-605-9646.

Best,

Ray

Raymond Vergati
Regional Manager



Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Cell: (203) 605-9646
Office: (203) 297-6345
Email: rv@homelandtowers.us

CONFIDENTIALITY NOTICE: This message originates from the firm of Homeland Towers, LLC. The information contained in this e-mail and any files transmitted with it is confidential and may be subject to the attorney-client or attorney-work product doctrine. If the reader of this message, regardless of the address or routing, is not an intended recipient, you are hereby notified that you have received this transmission in error. If you have received this message in error, please delete this e-mail and all files transmitted with it from your system and immediately notify Homeland Towers, LLC by sending a reply to the sender.

NCN Supplemental Request for
Administrative Notice

Public Record 36

Justin Nishioka

From: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Sent: Thursday, October 08, 2020 1:40 PM
To: tniss@optonline.net
Subject: FW: Sign-up Link to Attend Oct 15 concert

Tom,

FYI. Mim and I will attend.

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Andrew Armstrong [mailto:tandrewarmstrong@gmail.com]
Sent: Thursday, October 8, 2020 12:53 PM
To: Murphy, Tucker <tucker.murphy@newcanaanct.gov>
Cc: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; mimmoyn@yahoo.com; Flynn, Pam <Pam.Flynn@newcanaanct.gov>
Subject: Sign-up Link to Attend Oct 15 concert

External Email: This email originated from outside of the organization. Do Not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks, Kevin & Tucker,

Sorry not to get to see you this time around, Tucker -- next time!

Kevin, I'm forwarding to you the Registration page which the Presbyterian has built in order to keep attendance capped at 150. This link will go public tomorrow (Friday), so I want you to have it now to guarantee the spot is reserved for you and Mim. Please don't share the link widely today, as we're otherwise holding it back from the general public for this extra day: <https://www.signupgenius.com/go/9040e45afaf292-andrew>

Kevin, you were so kind to offer to be helpful. We currently have \$2k in hand of the total \$5k needed to fund the entire production (musician's fees, piano technician, audio/video engineers for Virtual Broadcast). I am donating my own time and performance for this event to keep the costs down. Do you have any advice about businesses or individuals I should approach to get us toward the total needed? Whether sponsored by a business or individual, New Canaan Chamber Concerts would:

- respect and protect the anonymity of the donor if so desired, or:
- acknowledge and thank donors

From the stage during performance

In printed program

On social media

On Channel 79

In discussions with Press

-- Print and Video Broadcast acknowledgements also have the option of including Graphic Design/Logo of the donor entity

-- If there were a company or individual who wanted to be the sole donor gifting the entire \$5k to the community of NC, it might still be possible to do that and to defer the existing \$2k we've taken in to future productions.

Please don't fret if no obvious answers spring to mind, but thanks in advance if you are indeed able to point me in the right direction. I'm happy to make any solicitation or to defer to you if you think it better.

Now cross your fingers for dry weather next Thursday, because we have to move inside and exclusively online if weather turns bad! So far, forecast looks good...

Best,
Andy

On Wed, Oct 7, 2020 at 9:49 AM Murphy, Tucker <tucker.murphy@newcanaanct.gov> wrote:

Andrew:

This is so exciting and I know will be enjoyed by all!

I will have to hear about it from the others as I will be attending a very small family wedding on Friday so will not be in town but know I will be able to live stream too.

Thanks to you and Bob for making this happen

Tucker

Tucker B. Murphy

Administrative Officer

Town of New Canaan

77 Main Street

New Canaan, CT 06840

203-594-3002 (office)

203-505-5159 (cell)

--

From: Moynihan, Kevin
Sent: Wednesday, October 7, 2020 5:31 AM
To: Andrew Armstrong <tandrewarmstrong@gmail.com>
Cc: mimmoyn@yahoo.com; Flynn, Pam <Pam.Flynn@newcanaanct.gov>; Murphy, Tucker <tucker.murphy@newcanaanct.gov>
Subject: Re: New Canaan Chamber Concerts launching next week

Andrew,

Thank you for the invite and thanks for your kind words.

My wife Mim and I would love to join you for this inaugural concert.

Let me know if you'd like me to do anything or help in any way.

I'm sure Tucker Murphy and her husband John would want to attend as well.

Kevin

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

From: Andrew Armstrong <tandrewarmstrong@gmail.com>
Sent: Tuesday, October 6, 2020 4:48:46 PM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Subject: New Canaan Chamber Concerts launching next week

External Email: This email originated from outside of the organization. Do Not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Kevin,

It's been ages since we met in March, but I was so grateful for your enthusiasm for the new chamber music series we are launching, and wanted to let you know about our first public concert, coming up next Thursday, Oct 15, 6-7pm.

Thanks to the Presbyterian Church, this will be an outdoor, live, IN-PERSON event! Weather permitting, of course. By regulation we will be capped at 100 attendees; the church is working on completing a registration page, where the first 100 registrants can reserve their space. I'd be thrilled of course if you're able to make it!

The hope is to have a magical evening under the twilight sky: attendees can bring blankets, warm clothes, pack picnics with wine/beer, lawn chairs, sit and hear an hour of beautiful Classical Chamber Music, feeling the joy of being together again, albeit socially distanced by group.

In addition, Bob Doran is working to make arrangements to have the concert Live-Streamed on Channel 79 as well as over the internet.

Our program includes, in addition to myself on the piano, two truly great performers on the international concert scene today, violinist Tessa Lark (www.tessalark.com) and cellist Raman Ramakrishnan (<https://www.bard.edu/faculty/details/?id=3239>). We will be performing short little gems by Lili Boulanger and William Grant Still, as well as the Brahms' beloved Piano Trio in B-Major, op. 8.

Please don't hesitate, Kevin, to reach out to me if you'd like more information or want to get involved as our planning progresses.

It will be great to see you again, whether this next week or on an ensuing visit; this Coronavirus madness has been the worst! I know that you have had the weight of the world on your shoulders, and New Canaan has been lucky to have your service.

All best,

Andrew Armstrong
cell 914-815-0511

NCN Supplemental Request for
Administrative Notice

Public Record 37

justin.nishioka@gmail.com

From: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Sent: Wednesday, February 10, 2021 10:23 AM
To: Joseph Rucci
Subject: FW: 1847 Ponus Ridge Road, New Canaan public safety/cell tower
Attachments: Aerial view of Ponus Ridge.pdf

Joe,

Just FYI. Let's chat when you have time about CCNC and VZW.

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Moynihan, Kevin
Sent: Wednesday, February 10, 2021 10:22 AM
To: mpollard@stamfordct.gov
Cc: Murphy, Tucker <tucker.murphy@newcanaanct.gov>; Ray Vergati <rv@homelandtowers.us>
Subject: 1847 Ponus Ridge Road, New Canaan public safety/cell tower

Michael,

As mentioned to you and Mayor Martin previously, New Canaan is proceeding with a proposed public safety/cell tower on upper Ponus Ridge Road. See press report at below link.

The proposed tower will be just North of the corner of Dan's Highway and Ponus Ridge Road on private residential property at 1837 Ponus Ridge rather than on Town of New Canaan right of way as we had discussed previously.

I have spoken to both Tom Lombardo and Dennis Mahoney of the North Stamford Association about the benefits the proposed tower will provide to residents of Northeast Stamford for improved cell service. Both Tom and Dennis get the need for the tower.

If you or the Mayor have any questions, please feel free to call me.

Best regards,

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan

77 Main Street, New Canaan CT 06840

O: 203-594-3000

C: 203-331-2016

F: 203-594-3123

www.newcanaan.info

<https://newcanaanite.com/im-very-pleased-to-get-to-this-point-moynihan-announces-plans-for-cell-tower-in-northwestern-new-canaan-4076175>

NCN Supplemental Request for
Administrative Notice

Public Record 38

justin.nishioka@gmail.com

From: Stuart SAWABINI <ssawabini@gmail.com>
Sent: Monday, February 01, 2021 8:26 PM
To: Eric Fine
Cc: Zagarenski, Joe; Peter Gall; Holly Brown; Julie Reibold; Sawabini, Stuart
Subject: Re: Ponus Ridge Tower / New Canaan

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Eric,
That would be super. Just a rough order of magnitude for now would be great. I'm only guessing that this tower is still months and months away!
Thank you.
S

Sent from my iPhone

On Feb 1, 2021, at 8:20 PM, Eric Fine <efine@norcomct.net> wrote:

Stuart, we sure can, I will look to see if there is viable PTP path to the site from the water tank at Waveny. Do you want us to include all electrical work and the generator? I I can get you a fairly qualified price in a few days and we can figure out the logistics later and formal quote later.

Eric Fine
System Implementation Manager
ETA R56-R178049 & DAS-176149
CT Lic. TVR.0707668-V6

[7 Great Hill Road, Naugatuck, CT 06770](#)

Direct: (203) 568-6950

Main: (203) 575-9008

Web: www.norcomct.com

<image001.jpg>

From: Stuart SAWABINI <ssawabini@gmail.com>
Sent: Monday, February 1, 2021 8:15 PM
To: Eric Fine <EFine@norcomct.net>
Cc: Zagarenski, Joe <joe.zagarenski@newcanaanct.gov>; Peter Gall <pgall@norcomct.net>; Holly Brown <hbrown@norcomct.net>; Julie Reibold <jreibold@norcomct.net>; Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>
Subject: Re: Ponus Ridge Tower / New Canaan

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Eric,

Thank you so much for your input. This is tremendously valuable to us!

On a separate note, assuming this tower comes to fruition, could you give us a rough order of magnitude as to the cost of moving from McNamara's to this tower? I believe you also recommended a microwave connection between this tower and Waveny? Am I correct?

Thanks.

Stuart.

Sent from my iPhone

On Feb 1, 2021, at 2:30 PM, Eric Fine <efine@norcomct.net> wrote:

Joe, This looks ok, it's a standard site lease and the info they have does cover your needs with one question. They have allotted 10' x 10' for the cabinet and 10' x 10' for a generator. 10' x 10' will work fine for a diesel gen set with a sub base tank. If a propane generator is desired or required they will need to identify space for a propane tank as well. I believe the code requirement for separation between a propane tank and the generator\ electrical equipment is a minimum of 10' so that will need to be addressed. I have marked up the site plan for a possible 250 or 500 gallon propane tank location if it is helpful.

250 Gallon tank is 8' x 30" horizontal mounted
500 Gallon tank is 10' x 38" horizontal mounted

The gen set will need to be a minimum 15 KW genset, I would suggest a sound attenuated enclosure. Commercial gen set, not a home owner.

Also my wife works with Doug LoMonte and we are friends, I have worked with Doug on other tower\ site matters in the past so if he has any questions please feel free to have him call me if needed.

See attached. Let me know if you need anything else.

Eric Fine

System Implementation Manager

ETA R56-R178049 & DAS-176149

CT Lic. TVR.0707668-V6

[7 Great Hill Road, Naugatuck, CT 06770](#)

Direct: (203) 568-6950

Main: (203) 575-9008

Web: www.norcomct.com

<image001.jpg>

From: Zagarenski, Joe <joe.zagarenski@newcanaanct.gov>
Sent: Monday, February 1, 2021 8:27 AM
To: Peter Gall <pgall@norcomct.net>; Eric Fine <EFine@norcomct.net>
Cc: Holly Brown <hbrown@norcomct.net>; Julie Reibold <jreibold@norcomct.net>;
Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>; S S <ssawabini@gmail.com>
Subject: Re: Ponus Ridge Tower / New Canaan

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

The Town is seeking to get this lease approved next Tuesday. Any chance you can review and comment this week?

Thank you,

Joe

Sent from my iPad

On Jan 27, 2021, at 1:58 PM, Zagarenski, Joe
<joe.zagarenski@newcanaanct.gov> wrote:

Good afternoon,

Can you help us with the exhibit A Equipment section? Sorry to send it to all, I think Peter coordinated with Homeland but the information from Homeland doesn't look complete. And if there are any concerns with exhibit B, please let me know.

It is our intent to have you move the private residence site to this location.

Thank you and I hope all is well!

Thanks again,

Joe

From: Moynihan, Kevin
Sent: Tuesday, January 26, 2021 4:01 PM
To: Mann, Tiger <Tiger.Mann@newcanaanct.gov>; Zagarenski, Joe <joe.zagarenski@newcanaanct.gov>
Cc: Murphy, Tucker <tucker.murphy@newcanaanct.gov>; Kimes, Russ

<russ.kimes@newcanaanct.gov>; Sheibley, Phil
<phil.sheibley@newcanaanct.gov>; Sawabini, Stuart
<stuart.sawabini@newcanaanct.gov>
Subject: FW: Ponus Ridge Tower / New Canaan

Tiger/Joe,

Please review. Homeland Towers will present to BOS Thursday morning on the proposed public safety tower at 1837 Ponus Ridge Road.

I'd like to review this draft License Agreement with you tomorrow so we can add to Selectmen's tablets and present to BOS for approval Thursday morning.

Thank you.

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Douglas LoMonte [<mailto:dlomonte@berchemmoses.com>]
Sent: Wednesday, January 20, 2021 10:46 AM
To: Ray Vergati <rv@homelandtowers.us>
Cc: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Ira Bloom <ibloom@berchemmoses.com>
Subject: Ponus Ridge Tower / New Canaan

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Ray:

Following up on our conversation of late yesterday afternoon . . . attached are a comparison/redlined (PDF) version and a clean/revised (WORD) version of the Communications License Agreement. As I mentioned, it's important for the Town to have assurances that the tower will not be deconstructed against the Town's wishes, the Town's equipment being critical for first responders and public safety. Bearing in mind that Homeland Towers will be the owner of the tower and have the right, under the Master Lease, to occupy the compound . . . I'm proposing new clauses addressing the Town's option to purchase the tower and negotiate with the property owner at Paragraph 17(b).

:: Doug.

<image005.png>

Douglas E. LoMonte
Berchem Moses PC
1221 Post Road East
Suite 301
Westport, CT 06880

<image006.png>

Tel: (203) 571-1714
Fax: (203) 227-2443
dlomonte@berchemmoses.com
www.berchemmoses.com
[My Profile](#)

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<Communications License Agreement Revised By Doug LoMonte 20210120-0948 (01437526xADB93).docx>

<New Canaan NW CT050 NB LE Rev3 Propane Mark up 02-01-2021.pdf>

<Communications License Agreement Revised By Doug LoMonte 20210120-0948 (01437526xADB93).docx>

NCN Supplemental Request for
Administrative Notice

Public Record 39

justin.nishioka@gmail.com

From: Pitt, Mimi <mimi.pitt@newcanaanct.gov>
Sent: Friday, May 20, 2022 9:57 AM
To: Pitt, Mimi
Subject: FW: FW: Ponus Ridge Communications License Agreement

Mimi Pitt
Project Coordinator
Town of New Canaan
77 Main Street
New Canaan, CT 06840
203-594-3001
mimi.pitt@newcanaanct.gov

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From: Moynihan, Kevin [mailto:kevin.moynihan@newcanaanct.gov]
Sent: Friday, February 5, 2021 3:54 PM
To: Flynn, Pam <Pam.Flynn@newcanaanct.gov>; Murphy, Tucker <tucker.murphy@newcanaanct.gov>
Subject: FW: Ponus Ridge Communications License Agreement

For Selectmen's tablets

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Douglas LoMonte [mailto:dlomonte@berchemmoses.com]
Sent: Wednesday, January 27, 2021 7:57 AM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Cc: Ray Vergati <rv@homelandtowers.us>
Subject: Ponus Ridge Communications License Agreement

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Kevin:

Attached is a version of the Communications License Agreement that is ready for publication/distribution for tomorrow's Board of Selectmen meeting. I took the last revised version (of January 20) and cleaned up a few formatting issues (i. e., line spacing, pagination, indentation). I also removed a few yellow-highlighted comments.

The Agreement refers to Homeland Towers having delivered a redacted copy of ground lease (Paragraph 17(a)). I'm copying Ray Vergati on this message. I believe that Ray and Amy Zabetakis are working on a minor insertion (in the ground lease between Homeland Towers and 1837, LLC) of a recital referring to the Town's option for a new/extended ground lease if and when the ground lease terminates or expires. Ray, please confirm that and forward a signed (and redacted) copy of the ground lease as soon as you can.

:: Doug.



Douglas E. LoMonte
Berchem Moses PC
1221 Post Road East
Suite 301
Westport, CT 06880

Martindale-Hubbell



Tel: (203) 571-1714
Fax: (203) 227-2443
dlomonte@berchemmoses.com
www.berchemmoses.com
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NCN Supplemental Request for
Administrative Notice

Public Record 40

justin.nishioka@gmail.com

From: Kimes, Russ <russ.kimes@newcanaanct.gov>
Sent: Sunday, December 05, 2021 6:34 PM
To: Moynihan, Kevin; Krolikowski, Leon; DiFederico, John; 'bonnierumilly@optonline.net'
Cc: Sawabini Stuart; Ray Vergati; Bassett, Albert
Subject: Re: Ponus Ridge Tower Letter
Attachments: OEM Ponus Cell Tower.pdf

Kevin

Please find attached from OEM.

-Russ

Russell Kimes, III
Director of Emergency Management
Town of New Canaan

Russ.kimes@newcanaanct.gov
Cell (203) 914-3631

From: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Sent: Friday, December 3, 2021 4:41:06 PM
To: Krolikowski, Leon <leon.krolikowski@newcanaanct.gov>; DiFederico, John <john.diFederico@newcanaanct.gov>; Kimes, Russ <russ.kimes@newcanaanct.gov>; 'bonnierumilly@optonline.net' <bonnierumilly@optonline.net>
Cc: Sawabini Stuart <ssawabini@gmail.com>; Ray Vergati <rv@homelandtowers.us>; Bassett, Albert <albert.bassett@newcanaanct.gov>
Subject: FW: Ponus Ridge Tower Letter

Leon/John/Russ/Bonnie,

Fire submitted letters of support to Ray Vergati as per Ray's request that I forwarded to you last weel. I intended to draft a letter that you could sign for PD, OEM and EMS, but I didn't get to it. I'd like on Monday to get letters to Ray as he plans to file for the Ponus Ridge tower next week. Could you try to get letters prepared if possible? The fact that the McNamara property on Oenoke Ridge is on the market adds urgency to our need to have a permanent public safety radio solution in place for the Northwest corner of town.

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Bassett, Albert
Sent: Friday, December 3, 2021 7:54 AM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Subject: RE: Ponus Ridge Tower Letter

Sir,

Let me get back to you about a time to talk. I am at the Fire 2025 Summit today and may not be able to step out.

Albe Bassett
Assistant Fire Chief
New Canaan Fire Department
New Canaan, CT 06840
O: 203-594-3153
C: 203-940-2743
E: albert.bassett@newcanaanct.gov

From: Moynihan, Kevin
Sent: Friday, December 3, 2021 7:37 AM
To: Bassett, Albert <albert.bassett@newcanaanct.gov>
Subject: Ponus Ridge Tower Letter

Albee,

Could you send me copy your and Jack's letter? Are you free mid-morning to talk, after 10?

Kevin

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

NCN Supplemental Request for
Administrative Notice

Public Record 41

justin.nishioka@gmail.com

From: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Sent: Monday, December 06, 2021 1:32 PM
To: Sawabini Stuart
Cc: rv@homelandtowers.us
Subject: FW: Letter Supporting Ponus Tower

Thanks, Stuart/

Ray, You now have all of them.

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Sawabini Stuart [mailto:ssawabini@gmail.com]
Sent: Monday, December 6, 2021 1:09 PM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Cc: Peter Bergen <pbergen52@gmail.com>; Lauren Cerretani <lcerr07@gmail.com>
Subject: Letter Supporting Ponus Tower

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Kevin,

Attached please find a letter in support of the Ponus Ridge Cell Tower.
Regards,
Stuart

NCN Supplemental Request for
Administrative Notice

Public Record 42

justin.nishioka@gmail.com

From: Pitt, Mimi <mimi.pitt@newcanaanct.gov>
Sent: Monday, May 23, 2022 4:11 PM
To: Pitt, Mimi
Subject: FW: RE: Option Agreement Payment

Mimi Pitt
Project Coordinator
Town of New Canaan
77 Main Street
New Canaan, CT 06840
203-594-3001
mimi.pitt@newcanaanct.gov

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From: Noone, Joanne [mailto:joanne.noone@newcanaanct.gov]
Sent: Tuesday, April 6, 2021 11:04 AM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Asmani, Lunda <lunda.asmani@newcanaanct.gov>
Subject: RE: Option Agreement Payment

Kevin,

Yes, the wire was sent yesterday.

Joanne C. Noone
Comptroller | Town of New Canaan
77 Main Street
New Canaan, CT 06840
Tel/Direct 203-594-3045 | Fax 203-594-3122 Joanne.Noone@newcanaanct.gov /
www.newcanaan.info

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interception of this transmission is illegal under the law. If you have received this transmission in error, please promptly notify the sender and then destroy all copies of this transmission. Thank you.

From: Moynihan, Kevin
Sent: Tuesday, April 6, 2021 11:02 AM
To: Asmani, Lunda <lunda.asmani@newcanaanct.gov>
Cc: Noone, Joanne <joanne.noone@newcanaanct.gov>
Subject: RE: Option Agreement Payment

Lunda,

Was wire sent yesterday?

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Asmani, Lunda
Sent: Thursday, April 1, 2021 2:56 PM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Subject: Re: Option Agreement Payment

I need to set up the wire transfer with the Chase Bank account, since it's coming from capital projects). Can we do the wire Monday? I have left for the day. If not, we can figure out another way to make it happen today.

Lunda Asmani, CPFO
Chief Financial Officer
Town of New Canaan
77 Main Street
New Canaan, CT 06840
Tel [\(203\) 594-3024](tel:(203) 594-3024)
Fax [203-594-3122](tel:203-594-3122)
lunda.asmani@newcanaanct.gov

On Apr 1, 2021, at 2:48 PM, Moynihan, Kevin <kevin.moynihan@newcanaanct.gov> wrote:

Pam is providing Joanne a copy of the signed Option Agreement pursuant to which the TONC is paying \$10,000 to 1837 LLC. The Option Agreement was approved by the BOS on February 9th.

Kevin

Kevin J. Moynihan

First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Asmani, Lunda
Sent: Thursday, April 1, 2021 1:30 PM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Noone, Joanne <joanne.noone@newcanaanct.gov>
Cc: Flynn, Pam <Pam.Flynn@newcanaanct.gov>; Douglas LoMonte <dlomonte@berchemmoses.com>
Subject: RE: Option Agreement Payment

Kevin,

Thanks for the wire instructions. Please send us an invoice or something on their letterhead with the \$10,000 amount on the signed document,

Joanne-,

once you have signed invoice/document with the amount, please charge to account **33179920-55065-89122**-Public Safety Radio Project.

Lunda Asmani, CPFO
Chief Financial Officer
Town of New Canaan
77 Main Street
New Canaan, CT 06840
Tel (203) 594-3024
Fax 203-594-3122
lunda.asmani@newcanaanct.gov

From: Moynihan, Kevin
Sent: Thursday, April 1, 2021 11:54 AM
To: Asmani, Lunda <lunda.asmani@newcanaanct.gov>; Noone, Joanne <joanne.noone@newcanaanct.gov>
Cc: Flynn, Pam <Pam.Flynn@newcanaanct.gov>; Douglas LoMonte <dlomonte@berchemmoses.com>
Subject: FW: Option Agreement Payment

Lunda/Joanne,

Please wire \$10,000 to the Rucci Law firm for the account of 1837 LLC per the attached wire instructions. I am signing the Option Agreement today and will sent you a copy of signed agreement for your files.

Thank you.

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Amy Zabetakis [<mailto:azabetakis@ruccilawgroup.com>]
Sent: Tuesday, February 16, 2021 1:57 PM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Joseph Rucci <jrucci@ruccilawgroup.com>
Cc: Ray Vergati <rv@homelandtowers.us>
Subject: Re: Option Agreement Payment

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The lease document has been signed by 1837.

Ideally we would like all payments to be wired to our firm as Trustee using the attached instructions. If you need to do a check please make it payable to 1837 LLC and the check will be deposited in the LLC account.

Thank you all,
Amy

Amy Zabetakis, Esq.
Rucci Law Group, LLC
19 Old Kings Highway South
Darien, CT 06820
Phone: 203-202-9686 x204
Fax: 203-202-3732
azabetakis@ruccilawgroup.com

From: "Moynihan, Kevin" <kevin.moynihan@newcanaanct.gov>
Date: Tuesday, February 16, 2021 at 12:20 PM
To: Joseph Rucci <jrucci@ruccilawgroup.com>
Cc: Amy Zabetakis <azabetakis@ruccilawgroup.com>, Ray Vergati <rv@homelandtowers.us>
Subject: Option Agreement Payment

Joe,

If the Master Lease between Homeland Towers and 1837 LLC has been signed I am prepared to sign the Option Agreement between 1837 LLC and the TONC.

How should the payment of \$10,000 be made payable? To 1837 LLC or Joseph Rucci, Esq., agent for 1837 LLC or Rucci Law Group/for account of 1837 LLC?

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

NCN Supplemental Request for
Administrative Notice

Public Record 43

From: Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>
Sent: Wednesday, May 18, 2022 5:30 PM
To: Kimes, Russ; Sheibley, Phil
Subject: Fwd: CT Siting Council remote Public hearing on June 28th for Homeland's tower at 1837 Ponus Ridge, New Canaan - Docket No. 509

Sent from my iPhone

Begin forwarded message:

From: Ray Vergati <rv@homelandtowers.us>
Date: May 18, 2022 at 10:07:50 AM EST
To: "Moynihan, Kevin" <kevin.moynihan@newcanaanct.gov>, "DiFederico, John" <john.diFederico@newcanaanct.gov>, "Bassett, Albert" <albert.bassett@newcanaanct.gov>, "Sawabini, Stuart" <stuart.sawabini@newcanaanct.gov>, "Kimes, Russ" <russ.kimes@newcanaanct.gov>
Cc: Manny Vicente <mv@homelandtowers.us>, Christine Vergati <cv@homelandtowers.us>, Julie Reibold <jreibold@norcomct.net>, Eric Fine <EFine@norcomct.net>
Subject: CT Siting Council remote Public hearing on June 28th for Homeland's tower at 1837 Ponus Ridge, New Canaan - Docket No. 509

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First Selectman Moynihan et al,

The Connecticut Siting Council will conduct a public hearing via Zoom Conferencing on **Tuesday, June 28th, 2022** for Homeland Tower's proposed wireless facility located at 1837 Ponus Ridge Rd, New Canaan, CT (Docket No. 509). There will be a **2:00 p.m. evidentiary session** reserved for Homeland, AT&T, Verizon and Norcom to testify before the Council on the need for the facility, and continuing with a **6:30 p.m. public comment session** reserved for Town officials and the public. Interested persons wishing to participate via Zoom at the 6:30 p.m. session (including Town officials), must sign up and email the Council at siting.council@ct.gov with your name, email address and mailing address by June 27, 2022. Persons wishing to participate by phone must leave a voice message at 860-827-2935 with your name, telephone number and mailing address. At the 6:30 p.m. session, the Council will have the Chief Elected Official speak first followed by comments from public safety officials and then the public. Comments will be limited to 3 minutes for everyone.

Since the Town will be installing public safety equipment on this facility, we recommend the following individuals sign up now for Zoom in order to speak at the 6:30 p.m. session. I would ask for each person below to confirm back to me via email that they will be participating, feel free to have other public safety folks added to this list.

Kevin Moynihan, First Selectman
John W. DiFederico, Deputy Chief New Canaan Police Department
Albert Bassett, Fire Chief

Stewart Sawabini, Director of the Community Emergency Response Team (CERT)
Russell Kimes, III, Director of Emergency Management

Attached are Zoom instructions for the Remote Public Hearing. Should anyone have a question, please do not hesitate to contact me on my cell at 203-605-9646.

Best,

Ray

Raymond Vergati
Regional Manager

Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Cell: (203) 605-9646
Office: (203) 297-6345
Email: rv@homelandtowers.us

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NCN Supplemental Request for
Administrative Notice

Public Record 44

justin.nishioka@gmail.com

From: Pitt, Mimi <mimi.pitt@newcanaanct.gov>
Sent: Friday, May 20, 2022 10:15 AM
To: Pitt, Mimi
Subject: FW: RE: !837 LLC rev lease draft 11/5/2020

Mimi Pitt
Project Coordinator
Town of New Canaan
77 Main Street
New Canaan, CT 06840
203-594-3001
mimi.pitt@newcanaanct.gov

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From: Moynihan, Kevin [mailto:kevin.moynihan@newcanaanct.gov]
Sent: Thursday, December 17, 2020 3:58 PM
To: Kimes, Russ <russ.kimes@newcanaanct.gov>; Sheibley, Phil <phil.sheibley@newcanaanct.gov>; Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>
Cc: Flynn, Pam <Pam.Flynn@newcanaanct.gov>
Subject: RE: !837 LLC rev lease draft 11/5/2020

10:30 then? I will update invite. Pam will send Zoom in morning.

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Kimes, Russ
Sent: Thursday, December 17, 2020 3:44 PM
To: Sheibley, Phil <phil.sheibley@newcanaanct.gov>; Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Sawabini,

Stuart <stuart.sawabini@newcanaanct.gov>

Subject: Re: !837 LLC rev lease draft 11/5/2020

I have meetings 8-1030, 11-1230, 2-330. Free otherwise

Russell Kimes, III
Director of Emergency Management
Town of New Canaan

Russ.kimes@newcanaanct.gov

Cell (203) 914-3631

From: Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>

Sent: Thursday, December 17, 2020 3:39:17 PM

To: Sheibley, Phil <phil.sheibley@newcanaanct.gov>; Kimes, Russ <russ.kimes@newcanaanct.gov>; Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>

Subject: Re: !837 LLC rev lease draft 11/5/2020

I am wide open tomorrow, Friday the 18th.
Stuart

Sent from my iPhone

On Dec 17, 2020, at 2:38 PM, Sheibley, Phil <phil.sheibley@newcanaanct.gov> wrote:

I've got meetings at 1pm and 3pm tomorrow but otherwise flexible.

Philip Sheibley
Deputy Director, Emergency Management
phil.sheibley@newcanaanct.gov
https://www.newcanaan.info/public_safety/emergency_management.php

On Dec 17, 2020, at 1:28 PM, Moynihan, Kevin
<kevin.moynihan@newcanaanct.gov> wrote:

Tomorrow?

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Kimes, Russ <russ.kimes@newcanaanct.gov>

Sent: Thursday, December 17, 2020 12:56:19 PM

To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Sheibley, Phil <phil.sheibley@newcanaanct.gov>

Cc: Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>

Subject: Re: !837 LLC rev lease draft 11/5/2020

I have meetings 1-130, 130-2, 230-330, 430-530

Russell Kimes, III
Director of Emergency Management
Town of New Canaan

Russ.kimes@newcanaanct.gov

Cell (203) 914-3631

From: Sheibley, Phil <phil.sheibley@newcanaanct.gov>
Sent: Thursday, December 17, 2020 12:46:34 PM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Kimes, Russ <russ.kimes@newcanaanct.gov>
Cc: Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>
Subject: Re: !837 LLC rev lease draft 11/5/2020

I've got a call from 2-3pm, but open after that if you are looking to talk today.

Philip Sheibley
Deputy Director, Emergency Management
phil.sheibley@newcanaanct.gov
https://www.newcanaan.info/public_safety/emergency_management.php

On Dec 17, 2020, at 12:13 PM, Moynihan, Kevin <kevin.moynihan@newcanaanct.gov> wrote:

It's not done yet. Stuart, and you both, and I need to discuss. On WestCOG meeting now until 2:00. Let's schedule a Zoom.

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Kimes, Russ
Sent: Thursday, December 17, 2020 12:12 PM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Sheibley, Phil <phil.sheibley@newcanaanct.gov>
Cc: Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>
Subject: RE: !837 LLC rev lease draft 11/5/2020

Wonderful news! Congrats

From: Moynihan, Kevin
Sent: Thursday, December 17, 2020 12:02 PM
To: Kimes, Russ <russ.kimes@newcanaanct.gov>; Sheibley, Phil <phil.sheibley@newcanaanct.gov>
Cc: Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>
Subject: FW: !837 LLC rev lease draft 11/5/2020

Russ/Phil,

FYI.

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Moynihan, Kevin
Sent: Thursday, December 17, 2020 11:49 AM
To: Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>
Subject: FW: !837 LLC rev lease draft 11/5/2020

FYI

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Douglas LoMonte [<mailto:dlomonte@berchemmoses.com>]
Sent: Friday, December 11, 2020 4:14 PM
To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Subject: FW: !837 LLC rev lease draft 11/5/2020

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From: Ray Vergati <rv@homelandtowers.us>
Sent: Tuesday, December 8, 2020 1:49 PM
To: Joseph Rucci <jrucci@ruccilawgroup.com>; Douglas LoMonte <dlomonte@berchemmoses.com>
Cc: Amy Zabetakis <azabetakis@ruccilawgroup.com>; Tom Nissley <tniss@optonline.net>
Subject: RE: !837 LLC rev lease draft 11/5/2020

Amy,

Attached is the draft lease with our comments. I was waiting to get confirmation from the Town, which I have, that they are willing to contribute \$10,000 as an upfront payment directly to 1837 LL for legal review fees that Tom may incur. Homeland is able to increase our initial option payment to \$5,000 and offer a signing bonus of \$5,000 so in effect there would be an upfront payment of \$20,000. We cannot offer \$50,000 upfront. Homeland is also willing to increase the gross rent percentage shared with Tom from 25% to 35%, we cannot offer 50%. This is a very health deal for 1837 LLC.

I have also attached a draft lease exhibit which includes the town's public safety equipment. Kindly review the attached agreement and provide back to us any necessary comments.

Lastly, once we are in agreement on the terms/language, Homeland will schedule the balloon test for the benefit of Mr. Buschmann.

Best,

Ray

Raymond Vergati
Regional Manager

<image001.jpg>

Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Cell: (203) 605-9646
Office: (203) 297-6345
Email: rv@homelandtowers.us

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From: Ray Vergati
Sent: Friday, November 13, 2020 2:33 PM

To: 'Joseph Rucci' <jrucci@ruccilawgroup.com>; Douglas LoMonte <dlomonte@berchemmoses.com>
Cc: Amy Zabetakis <azabetakis@ruccilawgroup.com>
Subject: RE: !837 LLC rev lease draft 11/5/2020

Joe,

We are reviewing the redline comments that you provided to us, I should be able to provide you our comments next week.

We typically do not conduct a balloon test this early on in the process due to costs and the fact that we would have to conduct a second and third test during the zoning process. However, we do understand the circumstances here as it relates to the "view" easement so we are willing to schedule one now for Mr. Buschman's benefit. We are in the process of confirming with the town what height they will need for their public safety antenna, once I have that information we can conduct the float. We are aiming for early to mid-December, I will coordinate on a convenient date with you, Tom and Mr. Buschman as we get closer.

Best,

Ray

Raymond Vergati

Regional Manager

<image001.jpg>

Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Cell: (203) 605-9646

Office: (203) 297-6345

Email: rv@homelandtowers.us

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From: Joseph Rucci <jrucci@ruccilawgroup.com>
Sent: Thursday, November 05, 2020 12:16 PM
To: Ray Vergati <rv@homelandtowers.us>; Douglas LoMonte <dlomonte@berchemmoses.com>
Cc: Amy Zabetakis <azabetakis@ruccilawgroup.com>
Subject: !837 LLC rev lease draft 11/5/2020

Gentlemen

Attached you will find our “reline” of the proposed lease for the site at 1837 Ponus Ridge Rd., New Canaan.

1837 LLC is requiring an initial payment of \$50,000 to cover costs occasioned by expenses in negotiating the acquisition of the property and costs directly related to changes in the structure from a lease to the Town to a direct lease and what that has and will entail on our end. How this amount is to be allocated between Homeland and the Town we leave to your negotiations.

We have also engaged the neighbor Mark Buschman and believe by working out a “view” easement and provided the structure is placed to his reasonable liking – where proposed seem fine- we can avoid this difficulty. However there will be survey and related legal document and recording expenses. It is important that the balloon fly be done asap so this piece can be moved along.

Several other points.

- 1837 LLC will want final approval once the site plan is finalized. We will want to sign off on plantings, screening and fencing. There must be understood provisions to maintain and repair and replace as needed.
- Provision for a generator and the decibel level must be acceptable from near the home on the property.
- Provision for “socks” on the antenna in the final design.

Thank you for your attention.

Best, Joe

Joseph J. Rucci, Jr.
Rucci Law Group, LLC
19 Old Kings Highway South
Darien, CT 06820
(203) 202-9686 ext. 201
jrucci@ruccilawgroup.com

From: Amy Zabetakis <azabetakis@ruccilawgroup.com>
Date: Thursday, November 5, 2020 at 10:52 AM
To: Joe Rucci <jrucci@ruccilawgroup.com>
Subject: Re: Tom N 11/4 re lease

Attached has the \$50,000 initial option payment, Paragraph 7 has the language about landscaping and returning the premises on termination of the lease

From: Joe Rucci <jrucci@ruccilawgroup.com>
Date: Wednesday, November 4, 2020 at 7:20 PM

To: Amy Zabetakis <azabetakis@ruccilawgroup.com>

Subject: Re: Tom N 11/4 re lease

Txs

Sent from my iPhone

On Nov 4, 2020, at 5:11 PM, Amy Zabetakis
<azabetakis@ruccilawgroup.com> wrote:

I will get a revised lease to you tonight or latest in the
am

From: Joseph Rucci <jrucci@ruccilawgroup.com>
Date: Wednesday, November 4, 2020 at 11:53 AM
To: Amy Zabetakis
<azabetakis@ruccilawgroup.com>
Subject: Tom N 11/4 re lease

Amy

I spoke to Tom a few minutes ago and he approved the
lease for sending to Homeland and the town.

He does want the ask to go to 50k from 25k and the
right to approve landscaping with clear proviso that this
and fencing must be maintained.

They have to take it down and restore if no longer in
use as we discussed.

I will cover the generator issue when I send it to
Homeland and the Town.

Anything else – please let me know.

Txs, Joe

Joseph J. Rucci, Jr.
Rucci Law Group, LLC
19 Old Kings Highway South
Darien, CT 06820
(203) 202-9686 ext. 201
jrucci@ruccilawgroup.com

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NCN Supplemental Request for
Administrative Notice

Public Record 45

justin.nishioka@gmail.com

From: Pitt, Mimi <mimi.pitt@newcanaanct.gov>
Sent: Thursday, May 19, 2022 12:11 PM
To: Pitt, Mimi
Subject: FW: FW: Ponus Ridge Cell Tower / Homeland Towers

Mimi Pitt
Project Coordinator
Town of New Canaan
77 Main Street
New Canaan, CT 06840
203-594-3001
mimi.pitt@newcanaanct.gov

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From: Moynihan, Kevin [mailto:kevin.moynihan@newcanaanct.gov]
Sent: Monday, March 29, 2021 4:47 PM
To: Flynn, Pam <Pam.Flynn@newcanaanct.gov>
Subject: FW: Ponus Ridge Cell Tower / Homeland Towers

Pam,

FYI, if need to print additional copies for signature. I printed one copy.

Kevin

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Douglas LoMonte [<mailto:dlomonte@berchemmoses.com>]

Sent: Monday, March 29, 2021 8:21 AM

To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>

Subject: Ponus Ridge Cell Tower / Homeland Towers

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Kevin:

I edited that last versions of the License Agreement, Addendum and Option Agreement. My edits were limited to inserting dates, etc. I'm free to discuss anytime. The Option Agreement contemplates a \$10,000 payment and is intended to be recorded on the Land Records.

:: Doug.



Douglas E. LoMonte
Berchem Moses PC
1221 Post Road East
Suite 301
Westport, CT 06880

Martindale-Hubbell



Tel: (203) 571-1714

Fax: (203) 227-2443

dlomonte@berchemmoses.com

www.berchemmoses.com

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NCN Supplemental Request for
Administrative Notice

Public Record 46

Justin Nishioka

From: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>
Sent: Wednesday, April 07, 2021 6:44 AM
To: 'tniss@optonline.net'
Subject: Fwd: Homeland Towers balloon float 1837 Ponus Ridge - Wed, April 6, 8:00 am to 4:00 pm

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Moynihan, Kevin
Sent: Tuesday, April 6, 2021 5:12:05 PM
To: Duffield, Grace <gduffield@ncadvertiser.com>; Michael Dinan <editor@newcanaanite.com>; 'Michael Pollard (mpollard@stamfordct.gov)' <mpollard@stamfordct.gov>; mahoneynt@gmail.com <mahoneynt@gmail.com>; talgtl1@aol.com <talgtl1@aol.com>
Cc: Kimes, Russ <russ.kimes@newcanaanct.gov>; Sheibley, Phil <phil.sheibley@newcanaanct.gov>; Hennessey, John <John.Hennessey@newcanaanct.gov>; Krolikowski, Leon <leon.krolikowski@newcanaanct.gov>; Sawabini, Stuart <stuart.sawabini@newcanaanct.gov>; Mann, Tiger <Tiger.Mann@newcanaanct.gov>
Subject: FW: Homeland Towers balloon float 1837 Ponus Ridge - Wed, April 6, 8:00 am to 4:00 pm

FYI. Balloon float on for tomorrow.

Kevin J. Moynihan
First Selectman
Town of New Canaan
77 Main Street, New Canaan CT 06840
O: 203-594-3000
C: 203-331-2016
F: 203-594-3123
www.newcanaan.info

From: Ray Vergati [mailto:rv@homelandtowers.us]
Sent: Tuesday, April 6, 2021 4:53 PM
To: Ray Vergati <rv@homelandtowers.us>; Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Manny Vicente <mv@homelandtowers.us>
Cc: Christine Vergati <cv@homelandtowers.us>; Douglas LoMonte <dломonte@berchemmoses.com>
Subject: RE: Homeland Towers balloon float 1837 Ponus Ridge (CT050 New Canaan NW)

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Tomorrow's weather looks to be favorable/light wind so we plan on conducting the balloon float.

Best,

Ray

Raymond Vergati

Regional Manager



Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Cell: (203) 605-9646

Office: (203) 297-6345

Email: rv@homelandtowers.us

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From: Ray Vergati <rv@homelandtowers.us>

Sent: Monday, April 5, 2021 3:21 PM

To: Moynihan, Kevin <kevin.moynihan@newcanaanct.gov>; Manny Vicente <mv@homelandtowers.us>

Cc: Ray Vergati <rv@homelandtowers.us>; Christine Vergati <cv@homelandtowers.us>

Subject: Homeland Towers balloon float 1837 Ponus Ridge (CT050 New Canaan NW)

Due to the winds that are forecasted to be on the higher side tomorrow we're going to postpone the float. We will know later tomorrow how the weather looks for a float on Wednesday April 7th

Sent from my Verizon, Samsung Galaxy smartphone