



November 17, 2025

# <u>VIA UPS OVERNIGHT/</u> ADVANCE COPY VIA EMAIL: siting.council@ct.gov

Honorable John Morissette, Vice-Chair And Members of the Connecticut Siting Council Ten Franklin Square New Britain, *C*T 06051

Re: Docket No. 520 - 124 Ague Spring Road, Haddam, CT

Homeland Towers, LLC and Cellco Partnership d/b/a Verizon Wireless Certificate Transfer from Homeland Towers, LLC to Infra Towers, LLC (CT402 Haddam North)

Dear Honorable Morissette and Members of the Connecticut Siting Council:

We are writing to notify the Council of our request to transfer the Certificate dated June 20, 2024 as approved and issued in Docket 520, Haddam, CT, from Homeland Towers, LCC to Infra Towers, LLC ("Infra").

In accordance with Section 16-50k(b) of the Connecticut General Statutes, Infra has agreed in conjunction with its assignment and assumption of the Option and Ground Lease dated November 14, 2025 pertaining to the above-referenced Docket No., to accept the Certificate, and agrees to comply with all terms, limitations and conditions of the Certificate and all applicable statutes and regulations.

Contact for Infra Towers LLC is as follows:

Roni D. Jackson, General Counsel Infra Towers, LLC 1800 Diagonal Road, Suite 600 Alexandria, VA 22314 (714) 396-1360 roni.jackson@infraholdingsllc.com

Please do not hesitate to contact me should you have any concerns or questions.

Very truly yours

Manuel J. Vicente President

Enclosure

cc: Roni Jackson, Infra Towers, LLC Tierney Rowe, Infra Towers, LLC

Raymond Vergati, Homeland Towers, LLC Kenneth C. Baldwin, Robinson & Cole, LLP

Timothy Parks, Verizon Wireless



# STATE OF CONNECTICUT CONNECTICUT SITING COUNCIL

REQUEST BY HOMELAND TOWERS LLC TO TRANSFER CERTIFICATE FOR FACILITY APPROVED IN DOCKET 520 TO INFRA TOWERS LLC

) NOVEMBER 17, 2025

### CERTIFICATE TRANSFER REQUEST

Pursuant to Section 16-50k(b) of the Connecticut General Statutes, Homeland Towers, LLC ("Homeland") hereby requests that the Connecticut Siting Council approve the transfer of the Certificate of Environmental Compatibility and Public Need in Docket 520 (the "Certificate"), from Homeland Towers to Infra Towers, LLC ("Infra") (Homeland and Infra are together "the Parties").

Homeland has agreed to convey this facility to Infra. The Parties agreed upon a transfer of these certificates on or about November 14, 2025. Infra maintains its Corporate Headquarters at 1800 Diagonal Road, Suite 600, Alexandria, VA 22314. Infra Towers, LLC is a privately owned tower and wireless infrastructure company in the United States with operations throughout the United States, Puerto Rico, and the U.S. Virgin Islands. Infra, whose principals have over 100 years of combined wireless infrastructure industry experience, will own and maintain the facilities noted herein.

By countersigning this certificate transfer request and in accordance with Section 16-50k(b) of the Connecticut General Statutes, Infra agrees to comply with all terms, limitations, and conditions of the Certificate and all applicable statutes and regulations, and represents that it is technically and financially capable of owning and operating the tower facilities as approved in Docket 520. In addition, the Parties further certify that the transfer of the Certificate was not contemplated at or prior to the time the Certificate was originally issued to Homeland. Infra agrees to the timely payment of apportioned assessment charges for the noted facilities as provided under Connecticut General Statute Sec. 16-50v(b)(2).

Homeland Towers, LLC hereby requests transfer of the Certificate issued in Docket 520 to Infra Towers, LLC.

LLC.

Homeland Towers, LLC

Marruel J. Vicente

President

9 Harmony Street

2<sup>nd</sup> Floor

Danbury, CT 06810

Infra Towers, LLC

Roni D. Jackson General Counsel

1800 Diagonal Road

Suite 600

Alexandria, VA 22314

#### MEMORANDUM AND STATEMENT CT402 Haddam

This MEMORANDUM AND STATEMENT dated as of this 14th day of November, 2025 (the "Transfer Date"), is executed by HOMELAND TOWERS, LLC, a New York limited liability company ("Developer"), and INFRA TOWERS, LLC, a Delaware limited liability company ("Infra"), pursuant to and in connection with Purchase and Sale and Tower Development Agreement, by and between Developer and Infra dated as of January 20, 2011, as amended by the First Amendment thereto dated as of April 30, 2012, as assigned by the Assignment and Assumption Agreement dated August 1, 2013, as further assigned by the Assignment and Assumption Agreement dated June 1, 2015, as further amended by the Second Amendment thereto dated as of July 1, 2015, and as further assigned by that certain Assignment and Assumption Agreement dated October 1, 2016, and as further amended by that certain Third Amendment thereto dated as of August 1, 2019, and as further assigned by that certain Assignment and Assumption Agreement dated as of April 1, 2021 (collectively, the "Development Agreement"). Developer and Infra are each referred to herein as a "Party" and collectively as the "Parties." Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Development Agreement.

- 1. Infra is, as of the Transfer Date, proceeding to accept Developer's assignment of the tower site identified in <u>Schedule 1</u> hereto (the "<u>Subject Site</u>").
- 2. (a) Tenant Rents. Developer represents that it has not received tenant rents thereunder as of the Transfer Date. If, after the Transfer Date, Developer receives such tenant rents, Developer shall forward same to Infra within ten (10) business days of its receipt thereof. (b) Ground Rents. Infra represents that no ground rent is owed to Developer, through the Transfer Date, pursuant to the Agreement.
- 4. Developer is responsible for real estate and/or personal property Taxes, if any, assessed against the Subject Site that are attributable to periods prior to the Tower Completion Date (as definied in the Agreement), and Infra is responsible for real estate and/or personal property Taxes, if any, assessed against the Subject Site that are attributable to periods on and after the Tower Completion Date, regardless of the Transfer Date. The Parties' respective obligations with respect to the payment of Taxes pursuant to this Section 4 shall survive the Transfer Date.
- 5. It is the position of the Parties that Developer's assignment of the Subject Site to Infra is not subject to sales tax. In the event that, following the Transfer Date, the assignment of any of the Subject Site is determined to properly be the subject of sales tax pursuant to applicable Governmental Laws, then Infra shall be responsible for the payment of any sales tax determined to be due or owing as a result of Developer's transfer of the Subject Site to Infra. The obligations of Infra under this Section 5 shall survive the Transfer Date for the period up to and including the expiration date of the applicable statute of limitations.
- 6. Each Party agrees to take such further or additional action (including, without limitation, the actions contemplated in Sections 4 and 5), and to execute and deliver to the other Party such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other parties in order to complete, assure and/or evidence, or more fully complete,

assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated herein.

- 7. This Memorandum and Statement may be executed in counterparts and via facsimile, each of which, when taken together, shall be deemed to constitute one and the same instrument.
- 8. If any action is necessary to enforce or interpret the terms of this Memorandum and Statement, the prevailing Party shall be entitled to its reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which the party may be entitled.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Memorandum and Statement as of the date first above written.

**DEVELOPER:** 

HOMELAND TOWERS, LLC, a New York limited liability company

By:\_

Name: pranvel vicente

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IN WITNESS WHEREOF, the Parties	hereto have duly	executed this	Memorandum	and
Statement as of the date first above written.				

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INFRA TOWERS, LLC, a Delaware limited liability company

By: Roni Jackson
Name:

Title: Roni D. Jackson, General Counsel

#### **SCHEDULE 1**

## SUBJECT SITE<sup>1</sup>

SITE NO.	SITE NAME	STATE	COUNTY	<u>CITY/TOWN</u>	LOCATION
CT402	Haddam	СТ	Middlesex	Haddam	124 Ague Spring Road

<sup>&</sup>lt;sup>1</sup> Site includes (to the extent applicable) any and all buildings, towers, fences, and lighting equipment associated therewith and owned by Developer.