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May 12, 2025

Via Electronic and U.S. Mail

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

Re: **Docket No. 533 – Application of Tarpon Towers III, LLC and Cellco Partnership d/b/a Verizon Wireless for a Certificate of Environmental Compatibility and Public Need for the Construction, Maintenance and Operation of a Wireless Telecommunications Facility at 161 Conrad Street in Naugatuck, Connecticut**

Dear Attorney Bachman:

On behalf of Tarpon Towers III, LLC and Cellco Partnership d/b/a Verizon Wireless ("Cellco"), enclosed please find the original and fifteen (15) copies of Cellco's Responses to Council Interrogatories related to Docket No. 533. Electronic copies of these responses have also been sent to the Council today.

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

Sincerely,

Kenneth C. Baldwin

KCB/kia
Enclosure

32144016-v1

CERTIFICATION OF SERVICE

I hereby certify that on this 12h day of May 2025 a copy of the foregoing was sent, via electronic mail to the following:

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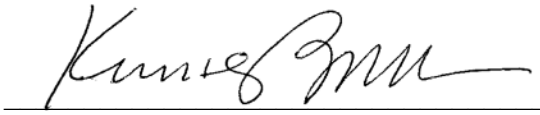


Kenneth C. Baldwin

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:	:	
	:	
APPLICATION OF TARPON TOWERS III, LLC AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR A CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A WIRELESS TELECOMMUNICATIONS FACILITY AT 161 CONRAD STREET, NAUGATUCK, CONNECTICUT	:	DOCKET NO. 533
	:	MAY 12, 2025

RESPONSES OF TARPON TOWERS III, LLC AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO
CONNECTICUT SITING COUNCIL INTERROGATORIES

On May 1, 2025, the Connecticut Siting Council ("Council") issued Interrogatories to Tarpon Towers III, LLC ("Tarpon") and Cellco Partnership d/b/a Verizon Wireless ("Cellco") (collectively the "Applicant"), relating to Docket No. 533. Below are the Applicant's responses.

Notice

Question No. 1

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

Response

The Applicant has received return receipts from all but one of the abutting property owners listed in the Application, Attachment 4. The notice to Harold and Sharon Hebb, the listed owners of 136 Conrad Street was returned marked "UNCLAIMED". A new notice letter was sent to Harold and Sharon Hebb via regular mail on May 6, 2025.

Question No. 2

Referencing Application p. 4, have the Applicants received any comments since the Application was submitted to the Council? If so, summarize the comments and how these comments were addressed?

Response

Yes. On May 5, 2025, Mayor N. Warren "Pete" Hess, of the Borough of Naugatuck submitted a letter to the Siting Council in support of the proposed tower application. In that letter the Borough's Mayor described how the new tower would help Naugatuck improve its municipal and emergency service communications network. (*See* Exhibit 1.)

The applicant also heard from a woman who identified herself as Melissa Ortiz. Ms. Ortiz is not listed as an abutting property owner but stated that she lives at 171 Conrad Street, immediately north of the Borough's parcel. According to Borough Land Records the parcel at 171 Conrad Street is owned by Isaiah and Shari Ortiz. Ms. Ortiz expressed concerns about health effects associated with RF emissions from the facility, impacting humans and wildlife. Ms. Ortiz then asked Tarpon to buy the property at 171 Conrad Street. Ms. Ortiz was told that Tarpon was not interested in purchasing the parcel. Tarpon did pass along Ms. Ortiz's concerns to Mayor Hess.

Proposed Site

Question No. 3

Referencing Application Attachment 18, submit an unredacted copy of the site lease agreement that was entered into with the Borough of Naugatuck, pursuant to Connecticut General Statutes §16-50o.

Response

See Exhibit 2.

Question No. 4

Referencing Application p. 8, the proposed compound would be 6,737 square feet. Referencing Application Attachment 1, the compound would be 7,105 square feet and the Site Schematic in Attachment 1 says the compound is 7,150 square feet. Please clarify.

Response

The irregularly shaped facility compound contains 6,737 square feet.

Question No. 5

Would any blasting be required to develop the site?

Response

Tarpon does not anticipate that blasting will be required. A geotechnical investigation will be performed to evaluate subsurface conditions. If ledge is encountered, chipping is preferred to blasting. In the unlikely event that blasting is required, an appropriate protocol would be followed in accordance with state and municipal regulations.

Question No. 6

Referencing Application Attachment 1, who would be responsible for removing the existing water tanks? If a third party is engaged for abandoned water tank removal, are there provisions for a third-party contract in the site lease? How would this be accomplished? Explain.

Response

According to Section 5 (e), of the Land Lease Agreement with the Borough of Naugatuck, the Borough is responsible for the cost of removal of the two abandoned water tanks on the Property. Tarpon has agreed to pay, to the Borough, a water tank removal reimbursement allowance of up to $ 170,000. If the removal costs exceed the reimbursement allowance, the Borough may elect to reduce Tarpon's rent for the tower site.

Preliminary plans are for the northerly tank to be removed first, followed by the construction of the proposed tower and ground space, the relocation of the T-Mobile antennas and equipment to the new tower and then the demolition of the southerly tank would be scheduled. Tarpon has identified Superior Tank Removal as a contractor that it may select for tank removal.

Question No. 7

Referencing Application p. 2, Tarpon has agreed to pay for the removal of the two abandoned water tanks in the form of a Tank Removal Allowance. What are the total approximate costs associated with removal of the two abandoned water tanks? How would the costs to remove the two abandoned water tanks be recovered?

Response

Currently the estimates have not been received for the tank removal work, but Tarpon anticipates that the costs will be approximately $385,000. All of Tarpon's costs associated with site development are recovered by leasing space on the tower to wireless entities (tenants) like, Cellco, T-Mobile and AT&T.

Question No. 8

Referencing Section 5(e) of the Land Lease Agreement behind Application Attachment 18, there is a "Tank Removal Allowance." What is the maximum amount of the "Tank Removal Allowance"? If the costs to remove the abandoned water tanks exceed the "Tank Removal Allowance," is there any cap? Who would be responsible for any remaining costs beyond the allowance or cap, if applicable?

Response

Tarpon has agreed to a Tank Removal Allowance of $170,000. Any costs in excess of the $170,000 may be recovered by Tarpon through rent forgiveness.

Question No. 9

Referencing Application p. 17 and Attachments 16 and 18, submit the minutes from any Borough of Naugatuck meetings related to the proposed facility.

Response

See Exhibit 3.

Proposed Facility and Associated Equipment

Question No. 10

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

Response

Based on our review of the antenna specifications, the wind speed is generally listed as 150 miles per hour which exceeds the ANSI/TIA-222-H design wind speed of 130 miles per hour specific to the proposed Facility.

Question No. 11

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

Response

Yes. Typically, Tarpon designs its towers to be extended by another 10-20 feet. Borough of Naugatuck antennas will need to extend off the top of the tower regardless of its approved height.

Question No. 12

What is the structural design standard applicable to the proposed platform antenna mounts?

Response

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

Question No. 13

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

Response

No.

Question No. 14

Referencing Application p. 21, how is the construction cost of the facility recovered?

Response

Tarpon's costs associated with site development are recovered by leasing space on the tower to wireless entities (tenants) like, Cellco, T-Mobile and AT&T.

Cellco Proposed Wireless Services

Question No. 15

Are all frequencies used to transmit voice and data?

Response

Yes.

Question No. 16

Referencing Application p. 7, what is the distance and direction of each of the five existing macro-cell facilities?

Response

Site Name	**Distance to Naugatuck 5**
Naugatuck West	1.4 miles to the southwest
Naugatuck 2	1.8 miles to the southeast
Naugatuck 3	1.8 miles to the northeast
Naugatuck Relo	3.1 miles to the northeast

Question No. 17

Referencing Application Attachment 8 – Site Search Summary Map, why was the site search focused on the east side of Route 8? Did Applicants explore any other alternative sites on the west side of Route 8? Would an additional site on the east side of Route 8 be required if the proposed facility is approved? Explain.

Response

In this instance, Cellco began its search for a facility location to the east of Route 8. Cellco's original search ring focused on the steeple at the Grace Lutheran Church at 567 High Street. Once investigated, Cellco determined that there was no room inside the steeple for its antennas. Cellco's real estate team continued its search and investigated nine (9) additional locations east of Route 8, near the original search ring. As described in the Site Search Summary (Application Attachment 8), each of these alternative sites were either rejected by Cellco's RF Engineers or the property owners.

At about the same time, Tarpon was engaged in conversations with officials in the Borough of Naugatuck about the Borough's parcel at 161 Conrad Street. Tarpon maintains a strong preference to work with municipalities if a suitable municipal parcel is available for use and that parcel satisfies a carrier's need. In this instance, the municipal parcel at 161 Conrad Street was made available by the Borough of Naugatuck as a site that it was considering use for a

tower facility to enhance its emergency service communications needs. Tarpon then reached out to Cellco, AT&T and T-Mobile about their interest in the site. Each carrier determined that the 161 Conrad Street location would satisfy its wireless service objectives in the area.

Question No. 18

Besides the five existing Cellco facilities that would interact with the proposed facility, are there any existing towers that Cellco is not currently located on?

Response

Yes, there are two other towers in the area that Cellco does not currently share. The WFNW Radio tower is located off Thunderbird Drive, approximately ¾ of a mile west of Cellco's Naugatuck 3 cell site. There is also a monopole tower at 207 Elm Street in Naugatuck, very close to Cellco's existing Naugatuck 2 cell site.

Question No. 19

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

Response

Reducing the antenna centerline height may be possible but doing so would result in a smaller coverage footprint from the proposed facility and a diminished ability of this site to perform its function of offloading existing adjacent facilities and providing coverage to all intended areas. Reducing the overall tower height may also negatively impact the Borough's ability to meet its emergency service coverage objectives.

Question No. 20

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

indicators of substandard service in this area?

Response

Yes. Data indicates that Cellco's Naugatuck West facility has Dropped Call (DC) rates between 0.2 – 0.4%; Ineffective Attempts (IA) rates between 0.4 - 1% and Data Speeds of <1 Mbps. Cellco's Naugatuck 3 facility has DC rates between 0.1 – 0.6 %; IA rates between 0.4 – 0.8 %; and data speeds of <1.5Mbps

While these DC and IA statistics do not suggest a major issue in this area issue, the data speeds from the surrounding facilities show extremely slow service during peak service hours (4 PM to 6 PM). Once data speeds slow and approach 2 Mbps and slower, wireless service becomes frustratingly slow disrupting, to a more significant degree, the overall customer experience. The proposed Naugatuck 5 Facility will significantly improve data speeds in the area allowing for significant improvements in wireless service in Naugatuck.

Question No. 21

Referring to Application p. 11, if known, what type of antennas and associated equipment would the Borough of Naugatuck or local emergency service providers install on the proposed facility? Does the anticipated structural load for the proposed facility account for this equipment? Explain.

Response

Currently, the Borough of Naugatuck has not identified the type or number of antennas that it would attach to the tower. We expect to have that information prior to tower design and therefore would design and build a tower that would be capable of supporting the antennas and equipment.

Question No. 22

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

Response

It may be theoretically and technically possible to install a large number of small cells or Distributed Antenna System (DAS) nodes in the area that could closely match the coverage footprint of the proposed Naugatuck 5 facility (macro cell). Such an approach, however, is not practically nor economically feasible and is not consistent with good RF Engineering practice. Typically, small cell facilities or DAS nodes involve the installation of a single cannister antenna, an individual radio head, and related electrical and fiber optic connections. Small cells would utilize existing infrastructure (i.e., electric distribution poles) along public rights of way in areas where coverage and/or capacity problems exist. These existing utility poles are often encumbered by other equipment (i.e., transformers, streetlights, and risers) that will limit Cellco's ability to use the pole. Structural limitations of the existing poles could also limit Cellco's ability to deploy all the equipment needed to provide service in all of its operating frequencies. Providing some form of back-up power to small cells or DAS nodes is very difficult and, in many cases, impossible, making the service even more vulnerable to storms. In areas where this existing infrastructure is not available, for example, along private roads or on private and municipal properties, property rights would need to be acquired and new poles would need -6- to be installed. The actual number of small cell facilities that would be needed to provide a service comparable to that from the proposed Naugatuck 5 facility is not known but would be

significant given the overall size of the area that Cellco is attempting to serve with the proposed Naugatuck 5 facility. Individual small cells would be capable of providing service in some but not all of Cellco's operating frequencies, further limiting network capacity in the area around the proposed Naugatuck 5 Facility. Cellco estimates the cost for each small cell installation to be approximately $75,000.

Emergency Backup Power

Question No. 23

What would be the run time for Cellco's diesel generator before it would need to be refueled, assuming it is running at full load under normal conditions?

Response

Under full load (100% generator capacity), the generator would consume 4.3 gallons of fuel per hour which equates to 53.26 hours of operation (2.25 days) before refueling would be necessary. The 50kW generator's fuel storage capacity is 229 gallons.

Question No. 24

Would the backup generator have containment measures to protect against fluid leakage?

Response

Yes. The 229-gallon belly tank is double-walled and contains leak detection alarms which are monitored remotely 24/7 by Cellco technicians.

Question No. 25

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

Response

No. The 50-kW propane-fueled generator would not be large enough to be shared by

other carriers in addition to Cellco. The 50-kW generator is designed to accommodate Cellco's backup power needs only. Although difficult without knowing precisely what an additional carrier or carriers might need for backup power, it is certainly conceivable that an appropriately sized generator could be shared by multiple carriers at the proposed tower site. A larger generator (100-kW or larger) would, very likely, require the installation of a larger propane fuel tank, which would impact run times and refueling requirements. Without those details it is difficult to answer this question with any specificity.

Question No. 26

Referring to Application p. 11, for how long would the proposed back up battery system provide power to Cellco's equipment if the backup generator failed to start?

Response

Cellco's backup battery system can power its facility for 8 hours before recharging is required.

Question No. 27

Would the proposed backup generator be managed to comply with Regulations of Connecticut State Agencies Section 22a-174-3b?

Response

Yes.

Public Health and Safety

Question No. 28

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

Response

Yes.

Question No. 29

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

Response

Yes.

Question No. 30

How would the site be secured during construction to ensure public safety?

Response

Tarpon would work with its project contractor to secure the premises during construction. Security and safety measures including construction fencing and other barricades would be included to limit and restrict access to all active construction areas. Active construction areas would be secured each night when construction activity is completed for the day. The goal would be to complete all tower and equipment foundation work as quickly as possible to allow for the installation of permanent site security measures as soon as possible.

Question No. 31

What measures are proposed for the site to ensure security and deter vandalism? (Including alarms, gates, locks, anti-climb fence design, etc.)

Response

The proposed tower site compound will be surrounded by an eight (8) foot tall chain link security fence and gate with barbed wire (to match the existing fence) at the top of the fence. The gate will be locked with access limited to the wireless carriers sharing the proposed Naugatuck 5 Facility. Cellco's wireless equipment will maintain separate silent intrusion alarms, which are

monitored remotely. Climbing pegs on the lower portion of the proposed tower will also be removed to deter climbing of the tower.

Question No. 32

Identify the safety standards and/or codes by which equipment, machinery or technology that would be used or operated at the proposed facility.

Response

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

Question No. 33

Is the proposed facility located within a Department of Energy and Environmental Protection (DEEP) designated Aquifer Protection Area or within a public water supply watershed area?

Response

As indicated on the Connecticut Environmental Conditions Online (CT ECO) Advanced Viewer and Connecticut's Department of Public Health Public Water Supply Map, the proposed facility is not located within an Aquifer Protection Area or public water supply watershed area.

Question No. 34

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

Response

Other than the backup generator, minimal noise will be generated by the small cooling fans in the equipment cabinets. Noise levels from the equipment cabinets is estimated to be 50 dBA at a distance of 3 feet from the equipment. The nearest property line to Cellco's equipment is approximately 62 feet to the southwest. The maximum allowable noise emitted for developed residential districts per the DEEP noise standards is 61dBA during the day and 51 dBA during the night.

Question No. 35

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

Response

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

Question No. 36

Referring to Application Attachment 1, sheet SP-1, does the tower design with the yield point engineered at the 104-foot level ensure that the tower setback radius remains within the boundaries of the host parcel? Provide an updated site drawing that depicts the tower setback radius.

Response

The tower setback radius has been added to Drawing SP-1. *See* Exhibit 4.

Environmental Effects and Mitigation Measures

Question No. 37

What, if any, stealth tower design options would be feasible to employ at this site, such as a water tank? What would be the cost of such stealth tower design?

Response

Employing a stealth design at this site would be challenging and likely ineffective due to the surrounding environment. Trees are between 50' and 70' in height and consist of deciduous species, so a monopine would stand well above the canopy and provide for a much wider profile than the proposed monopole. Similarly, to provide the coverage objectives, a water tank design would stand nearly three times higher than the structures occupying the site today and be highly visible well above the tree line. A unipole with interior mounting would require a much wider profile and increased height to accommodate the necessary antennas/equipment and azimuths.

Typically, the cost of a monopine tower is three times the cost of a conventional monopole tower ($300,000 $350,000). The development of a Water Tank design referenced would need to be priced out after it was designed, but those costs would far exceed even the cost of a monopine tower. Given the additional height and size needed to accommodate all carriers and the Borough, the cost of a unipole tower would likely be more than a conventional monopole, but less expensive than a monopine.

Question No. 38

Submit photographic site documentation with notations linked to the site plans or a detailed aerial image that identifies locations of site-specific and representative site features. The submission should include photographs of the site from public road(s) or publicly accessible

area(s) as well as Site-specific locations depicting site features including, but not necessarily limited to, the following locations as applicable:

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

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

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

The submission shall be delivered electronically in a legible portable document format (PDF) with a maximum file size of <20MB. If necessary, multiple files may be submitted and clearly marked in terms of sequence.

Response

See Exhibit 5.

EXHIBIT 1

BOROUGH OF NAUGATUCK

OFFICE OF MAYOR N. WARREN "PETE" HESS

229 Church Street
Naugatuck, CT 06770
TEL (203) 720-7009
FAX (203) 720-7099
www.naugatuck-ct.gov
nwhess@naugatuck-ct.gov

May 5th, 2025

Elin Katz, Chair
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: **Docket No. 533 – Application of Tarpon Towers III, LLC and Cellco Partnership d/b/a Verizon Wireless for a Certificate of Environmental Compatibility and Public Need for the Construction, Maintenance and Operation of a Wireless Telecommunications Facility at 161 Conrad Street, Naugatuck, Connecticut**

Dear Chair Katz and Members of the Council:

On behalf of the Borough of Naugatuck Board of Mayor and Burgesses, I want to write to express our full support for the above referenced application for the development of a telecommunications tower facility at 161 Conrad Street in the Borough of Naugatuck. As the Siting Council is aware, the proposed facility is located on Borough property previously used for public water supply purposes. The southerly water tank is currently used by T-Mobile for telecommunications purposes.

As a part of our agreement with Tarpon Towers, III LLC ("Tarpon"), Tarpon will be responsible for removing the two existing water tanks on the parcel and constructing the new telecommunications tower and facility compound area for use by the Borough and other carriers.

The Borough intends to install municipal and emergency service antennas at the top of the proposed tower and related equipment within the facility compound. This installation will enable the Borough to establish significant upgrades to its public safety communications systems. These upgrades will benefit all residents and business owners in the Naugatuck. In addition to the Borough, the tower will be shared by Verizon Wireless, AT&T and T-Mobile. The T-Mobile antennas will be relocated from the southerly abandoned water tank, onto the new tower.

Thank you very much for your consideration of this application and the Borough support. If you have any questions, please feel free to reach out to me at 203-720-7009.

Sincerely,

N. Warren "Pete" Hess, Mayor
Borough of Naugatuck

32103878-v1

EXHIBIT 2

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the latter of the dates set forth on the signature page hereof, by and between **Borough of Naugatuck**, whose address is 229 Church Street, Naugatuck, CT 06770 ("Owner") and **Tarpon Towers III, LLC**, a Delaware limited liability company, 8916 77th Terrace East, Suite 103, Lakewood Ranch, FL 34202 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Premises") shall include the following:

    a) Real property comprised of approximately six thousand seven hundred ten (6,710) square feet of land
    b) Non – exclusive easement required to run utility lines and cables
    c) Non– exclusive easement across Owner's Property (hereinafter defined) for access

    IN OR UPON THE Owner's real property ("Owner's Property") located at 161 Conrad Street, Naugatuck, New Haven County, Connecticut (Tax Parcel ID: 48_10W; Acct#: 014-9020), which Owner's Property is more particularly described on Exhibit "A" and the Premises which are more particularly described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) (the "Option Money"), to be paid by Tenant to Owner within thirty (30) days of Tenant's execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein.

    Tenant's obligation to pay the Option Money is contingent upon Tenant's receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

    OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the "Option Period"). At Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for two (2) additional Twelve (12) month periods with an additional payment of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) per extension by Tenant to Owner for each extension of the Option Period. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

    CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be ten (10) years commencing on the date ("Commencement Date") specified in Tenant's written notice to Owner that Tenant is exercising the Option, and terminating on the tenth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below). Tenant shall have the right to extend the Term for eight (8) successive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of SIXTEEN THOUSAND EIGHT HUNDRED and 00/100 DOLLARS ($16,800.00) ("Rent") in monthly payments of ONE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($1,400.00) on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by Two Percent (2%) on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.

5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner's Property when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon. Owner agrees that any assessment of the Tenant's improvements at the Owner's Property shall be based on the costs of the improvements and shall exclude the costs of removing the two (2) existing abandoned water tanks as described in Section 5(e), below.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits.

(e) As part of Tenant's use of the Premises, two (2) existing abandoned water tanks shall be removed from Owner's Property by Owner. Tenant agrees to pay to Owner a reimbursement allowance of up to One Hundred Seventy Thousand and No/100 Dollars ($170,000.00) ("Tank Removal Allowance"). To the extent the costs of removal of the water tanks exceeds the Tank Removal Allowance, Owner may elect to reduce the Rent required, above, and receive a lump sum to be utilized to pay for the overages. The

lump sum to be paid shall be calculated by dividing the annual Rent by 0.0625. By way of example only, if Owner elects to reduce the annual Rent by Ten Thousand Dollars ($10,000.00) per year such that the new annual Rent shall be Six Thousand Eight Hundred Dollars ($6,800.00) per year, then Tenant shall pay to Owner a lump sum of $10,000/0.0625 or One Hundred Sixty Thousand ($160,000.00), in addition to the Tank Removal Allowance.

6. **SUBLEASING.** (a) Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.

(b) In addition to the Rent required by Section 4, above, Tenant shall pay to Owner a fee (each, a "Sublease Fee") for each third-party (each, a "Subtenant") that is allowed to use the Premises for the purposes permitted by the Agreement, pursuant to an agreement between Tenant and the Sublease (each, a "Sublease"), subject to the terms and conditions contained herein. The Sublease Fee shall be equal to twenty percent (20%) of the rent paid by the Subtenant to Tenant.

(c) Owner acknowledges and agrees that this Agreement permits the use of the Premises by one (1) collocator and therefore, Tenant shall not be required to pay the Sublease Fee for the earliest existing collocator utilizing the Premises, which shall be determined based on the execution date of each Sublease. The parties acknowledge that this means if the initial collocator, or "Anchor Subtenant") terminates their Sublease and vacates the Premises, Tenant shall be permitted to cease paying the Sublease Fee on the next earliest existing Subtenant.

(d) Owner further acknowledges that in addition to the Anchor Subtenant, Tenant may permit the use of the Premises by federal, state or local government agencies and emergency services. To the extent that such entities do not pay rent for their use of the Premises, Owner agrees that no Sublease Fee shall be owed.

(e) Each Sublease Fee shall commence upon receipt of the first payment of rent by the Subtenant to Tenant and shall terminate upon the termination, cancellation or expiration of the Sublease. Tenant shall only be required to pay the Sublease Fee on rent actually received from the Subtenant. However, in the event of any rent delinquency by a Subtenant, Tenant shall pay to Owner and Sublease Fee applicable to the bank rent owed upon receipt of the back-rent from the Subtenant. The Sublease Fee shall only apply to the payment of rent by a Subtenant, and not to any reimbursements or fees payable by a Subtenant to Tenant, including but not limited to, an application fee and reimbursements for structural engineering reports and studies, provided, however, that such fees may not be charged to a Subtenant in lieu of rent.

(f) Owner shall be provided with an accounting of all current payments owed to Owner upon the commencement or termination of a Sublease Fee. Owner shall further have the right to request an accounting up to two (2) additional times in a calendar year. Should Owner request an accounting beyond twice in a calendar year, then Tenant shall have the right to deduct an administration fee of five hundred and no/100 dollars ($500.00) from the next payment of rent. Notwithstanding the foregoing, no administrative fee may be taken if the accounting discloses that Tenant has been short in the payment of Rent of Sublease Fees to Owner.

(g) In lieu of the Sublease Fee, Owner may elect to receive a one-time payment equal to fifteen and one-half times (15.5x) the annual revenue derived from any of the "Big 3" wireless carriers that collocate at the Premises. For purposes of this Agreement, the "Big 3" wireless carriers are AT&T, Verizon Wireless, and T-Mobile. Such optional fixed fee election must be made within sixty (60) days of the commencement of the Sublease.

7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part without Owner consent but with written notice to Owner. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without

requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

7. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Owner's Property and the Premises without the prior written consent of Tenant. Upon Tenant's prior written consent, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.

9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking (a) an assignment of this Agreement or the rental stream associated with this Agreement, or (b) to purchase the Premises, whether separately or as a part of Owner's Property (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may consummate the transaction pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, whatever documents necessary to evidence such easement and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.

11. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all

personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level.

12. **INSURANCE.** Prior to the commencement of any work under this Agreement, and until the earlier termination, expiration or cancellation of this Agreement and removal of all improvements from the Premises, Tenant shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better licensed to do business in the state of Connecticut:

(a) Workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than $1,000,000 each accident by bodily injury; $1,000,000 each accident by disease and a policy limit of $1,000,000. Such policy shall include a broad form "all states" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.

(b) Commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of $1,000,000 and general aggregate limit of $2,000,000

(c) Commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of $1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.

(d) Commercial umbrella liability with limits no less than $5,000,000 each occurrence and $1,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (a), (b), (c), as noted above on a primary and non-contributory basis

(e) Builder's risk insurance, including coverage for damages to any existing buildings or contents, that shall remain in-force at all times during the contract at replacement cost

(f) Evidence of insurance, with adequate limits of liability, shall be furnished to Owner. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to Owner of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate.

(g) Owner expressly retains the right via endorsement to recover and/or subrogate for any and all damages caused by or resulting from the work of Tenant or its contractors on all policies. All policies shall also be endorsed to include a Waiver of Subrogation in favor of Owner, as well as name Owner as an additional insured on a primary and non-contributory basis. Tenant must require that all subtenants, contractors and subcontractors subcontractors, agents, and assigns procure and maintain insurance protection comparable to that required of Tenant, including additional insured status and waiver of subrogation requirements.

(h) Work may not commence under this Agreement until all insurance required has been procured and approved by Owner, nor shall Tenant allow any of its subtenants, contractors or subcontractors to commence any work at the Premises until comparable insurance has been procured and approved by Owner. Notwithstanding the foregoing, Tenant shall be liable for the actions and inactions of contractors and subcontractors who perform any work at the Premises pursuant to this Agreement.

(i) Limitation of liability of any form by Tenant or any subtenant, contractor or subcontractor is expressly forbidden. It's expected that Tenant will expose the full limits under their insurance policies. Tenant acknowledges that the above listed insurance requirements are only the minimum requirements to do business with Owner.

13. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.

14. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.

15. **INDEMNITY.** Owner indemnifies Tenant against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.

16. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.

17. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

    (b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

18. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.

19. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.

20. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.

21. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:

(a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);

(b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;

(c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;

(d) the term of this Agreement and the Rent then in effect and any additional charges;

(e) the date through which Tenant has paid the Rent;

(f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and

(g) such other matters as are reasonably requested by Tenant.

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

22. **MISCELLANEOUS**

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement..

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant:	Tarpon Towers III, LLC 8916 77th Terrace East, Suite 103 Lakewood Ranch, FL 34202 Attn: Site Administration Re: Site ID: CT1239 Conrad Street
For Owner:	Borough of Naugatuck 229 Church Street Naugatuck, CT 06770

(i) This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.

(j) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for

commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(m) Notwithstanding anything to the contrary contained in this Agreement, Owner agrees and acknowledges that all of the terms of this Agreement and any information furnished to Owner by Tenant in connection therewith are confidential. Owner shall not disclose any such terms or information without Tenant's prior written consent, except (i) to Owner's attorney, accountant, lender and/or a prospective fee simple purchaser of Owner's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. The terms and provisions of this section shall survive the execution and delivery of this Agreement.

(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.

(Remainder of Page Intentionally Blank. Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the latter of the signature dates, below.

OWNER:
Borough of Naugatuck,

By: BON
Print: Neil Mayer
Title: Mayor
Date: 10/1/24

Witnesses for Owner:

Sign:
Print: Janice Lynn Jankowsky

Sign:
Print: James Mc Guth

TENANT:
Tarpon Towers III, LLC
a Delaware limited liability company

By:
Print: Brett Bugge
Title: COO
Date: 9/27/2024

Witnesses for Tenant:

Sign:
Print: Todd T Brown

Sign:
Print:

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

A certain piece or parcel of land located in the Town of Naugatuck, County of New Haven, and State of Connecticut, on the east side of Conrad Street, and shown on a certain map or plan entitled "Boundary Survey Property of the Connecticut Water Company Conrad Street Naugatuck, Connecticut Scale 1"=20' Date June, 1986 Sheet No. 1 of 1 Job No. 1293 William A. Berglund Registered Land Surveyor Torrington, Connecticut," which map or plan is filed in the Naugatuck Town Clerk's office, in Map Book 35, Page 12, reference to which is hereby made, and being more particularly bounded and described as follows:

Beginning at a concrete monument located in the east line of Conrad Street and marking the northwest corner of the premises herein described; thence running N 56° 45' 22" E along land now or formerly of Robert C. Hau and Mary Ann Hau, as shown on said map or plan, 173.35 feet to a concrete monument; thence running N 60° 10' 53" E along land now or formerly of Adelino S. Pregano and Brigida O. Pregano, as shown on said map or plan, 69.4[illegible] feet to a concrete monument; thence running S 24° 25' 22" E along land now or formerly of The Housing Authority of the Borough of Naugatuck, as shown on said map or plan, 332.80 feet to a concrete monument; thence running S56° 34' 03" W along land now or formerly of said The Housing Authority of the Borough of Naugatuck, as shown on said map or plan, 211.55 feet to a concrete monument located in the east line of Conrad Street; thence running N 29° 49' 45" W along said east line of Conrad Street, 334.30 feet to the concrete monument at the point of beginning.

Together with any right, title and interest in the west 25 feet of Conrad Street.

Parcel ID: 014-9020

Being the same property conveyed to Town and Borough of Naugatuck, a municipal corporation in Quit Claim Deed from The Connecticut Water Company, a corporation dated July 13, 1993 and recorded July 23, 1993 in Book 378 Page 776.

Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

a) Real property comprised of approximately Six Thousand Seven Hundred Ten (6,710) square feet of land
b) Non – exclusive easement required to run utility lines and cables
c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

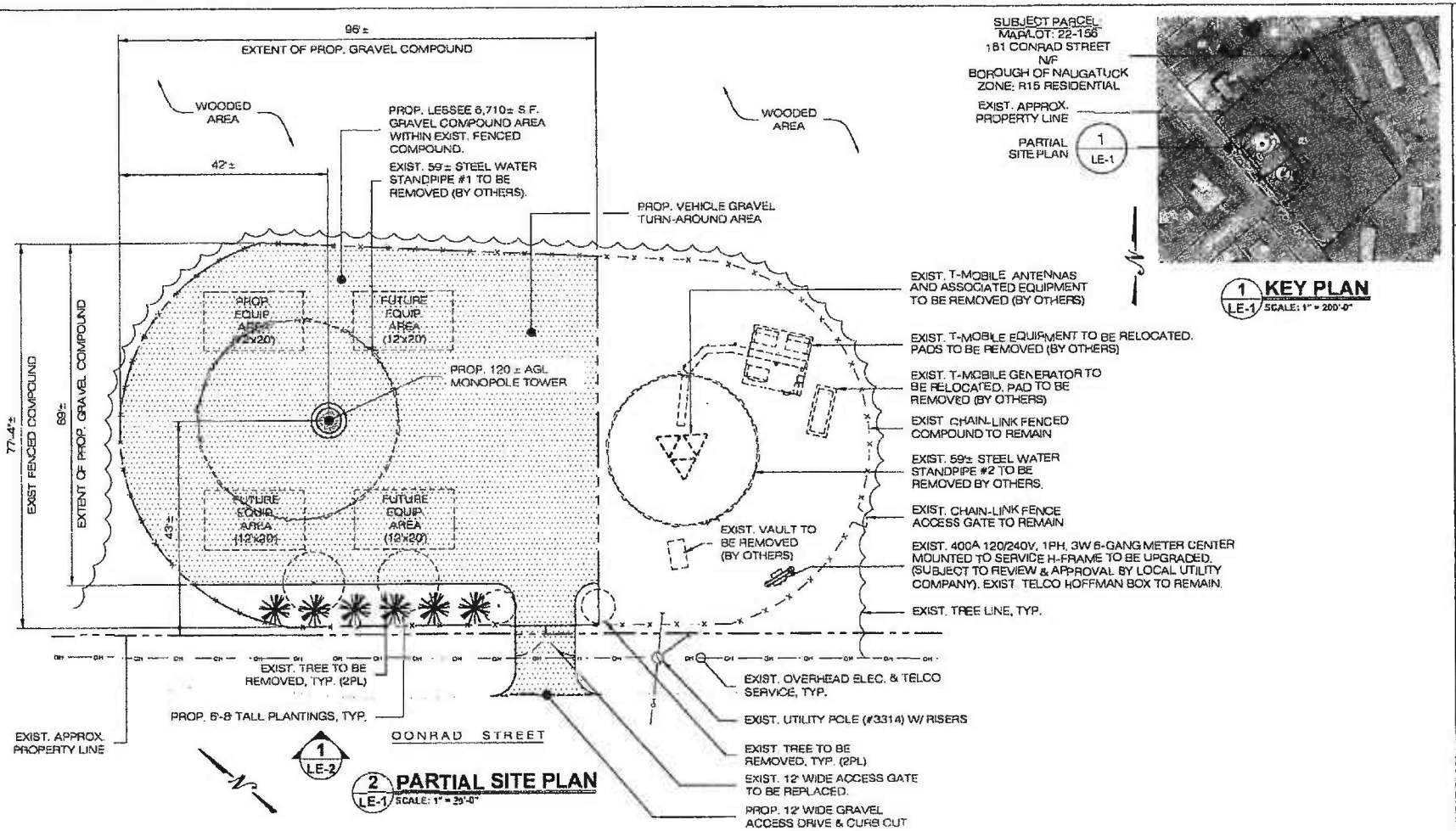
SITE SKETCH:

SEE ATTACHED ONE (1) PAGE

APPROVED Owner: _____ ***(Initial)***
APPROVED Tenant: ZB ***(Initial)***

Notes:

1. *This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.*
2. *Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.*
3. *Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*



NOTES:

1. LEASE EXHIBIT DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE INTENDED TO PROVIDE GENERAL INFORMATION REGARDING LOCATION AND SIZE OF THE PROP. WIRELESS COMMUNICATIONS FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.
2. THE PROP. LESSEE EQUIPMENT INSTALLATION INDICATED HEREIN IS SUBJECT TO A GEO-TECHNICAL INVESTIGATION & STRUCTURAL DESIGN OF THE PROP. SUPPORTING TOWER STRUCTURE.
3. COORDINATES & GROUND ELEVATION INDICATED HEREIN WERE ESTABLISHED FROM GOOGLE EARTH & CTECO LIDAR AND ARE SUBJECT TO THE COMPLETION OF A FAA-1A SURVEY CERTIFICATION.

PROPERTY INFORMATION:
-SITE NAME: ..... CT1259 CONRAD ST
-SITE ADDRESS: ... 161 CONRAD STREET
NAUGATUCK, CT 06770

SITE INFORMATION:
-MAP/LOT: 22-156
-LATITUDE: ..... 41° 29' 53.14"N (41.498094)
-LONGITUDE: ..... 73° 04' 12.81"W (73.070225)
-ELEVATION: ..... 515'± AMSL (PER CT LIDAR)

OWNER INFORMATION:
OWNER/
LANDLORD: ..... BOROUGH OF NAUGATUCK
229 CHURCH STREET
NAUGATUCK, CT 06770

SITE PLAN REFERENCE:

1. AERIAL BASE MAP: BOROUGH OF NAUGATUCK GIS.
2. BASE MAPPING SUPPLEMENTED W/ FIELD MEASUREMENTS OBTAINED BY ALL-POINTS TECHNOLOGY CORP. ON 08/05/24

ALL-POINTS TECHNOLOGY CORPORATION
567 VAUXHALL STREET EXTENSION - SUITE 311
WATERFORD, CT 06385 PH: (860)-663-1697
WWW.ALLPOINTSTECH.COM FAX: (860)-663-0935

TARPON TOWERS
8916 77th TERRACE EAST, SUITE 103
LAKEWOOD RANCH FL 34202

DATE OF DV.:	08/06/24
DRAWN BY:	CDO
CHECKED BY:	JRM
APT NO.:	CT752130

REV0: 09/05/24 FOR REVIEW: JRM
REV 1:
REV2:
REV3:
REV4:
REV5:
REV6:

CT1259 CONRAD ST.
161 CONRAD STREET
NAUGATUCK, CT 06770

PARTIAL SITE PLAN & NOTES

SHEET NUMBER:
LE-1

EXHIBIT 3

BOROUGH OF NAUGATUCK
Nancy K. DiMeo, Borough Clerk

229 CHURCH STREET
NAUGATUCK, CT 06770
PHONE: 203-720-7008
FAX: 203-720-7099
ndimeo@naugatuck-ct.gov

August 6, 2024

Mr. James McGrath
Executive Aide to the Mayor
229 Church Street
Naugatuck, CT 06770

Dear Mr. McGrath:

Please note the following as recorded in the minutes of the special meeting of the Board of Mayor and Burgesses held on July 23, 2024:

> "**VOTED:** Unanimously on a motion by Deputy Mayor Vitale and seconded by Burgess Rosenblatt that the Board of Mayor and Burgesses authorize Mayor Hess to enter into an agreement with **Tarpon Towers** in order to allow them to move the two towers and construct at Tarpon's expense a new tower on the area where the water tank is, where the tower exists, further allowing us to enter into a lease with them where they would pay us initially, and this is before people are adding to the tower, **$16,800.00 a year initially with escalator costs of 2% a year** and the second tower, the cost of that would be deducted over time, so that we would receive less per year but it would still be positive and the two towers would be gone, we would then entertain adding to the tower putting borough equipment on the tower and possibly selling the tower."

Sincerely,

Nancy K. DiMeo

Nancy K. DiMeo
Borough Clerk

cc: File

MINUTES
SPECIAL MEETING
BOARD OF MAYOR AND BURGESSES
JULY 23, 2024

The Borough of Naugatuck held the Board of Mayor and Burgesses meeting on a hybrid basis. Everyone was welcomed to attend in person, by Zoom Webinar or by phone.

1. Mayor "Pete" Hess called the special meeting to order at **6:40 p.m.** with the following in attendance:

BURGESSES:

R. Vitale
M. Bronko, virtual, arr. 6:50 p.m.
F. Dambowsky, absent
K. Gallo
C. Marenghi, virtual
R. Neth
D. Neth-Kunin
J. Rosenblatt
M. Smith

PRESS:

A. Yilma

DEPARTMENT HEADS:

None

OTHERS:

L. Wehry, IT Assistant

2. Burgess Robert Neth led in the Pledge of Allegiance to the flag.

3. Mayor Hess said the bridge that goes across the brook going to the old armory on **Mission 22 Way** needs to be replaced. We applied for a state program that was an 80/20 percent program. We got a call from the state saying if we tie up the right of way, they would give us the extra twenty percent. The only condition is the state will design the bridge instead of the borough hiring a company to design it. Mayor Hess filed the application which had to be done a.s.a.p.

4. Motion by Deputy Mayor Vitale and seconded by Burgess Rosenblatt that the Board of Mayor and Burgesses adopt the following resolution approving the Borough of Naugatuck's application to the Connecticut Department of Energy and Environmental Protection for a **Declaration of Environmental Land Use Restriction and Grant of Easement and certain Subordination Documents**, and to authorize the Mayor on behalf of the Borough of Naugatuck to execute the ELUR application and Subordination Documents, as if read:

WHEREAS, pursuant to the terms of an Environmental Undertaking Agreement, dated September 3, 2015, and amended by a First Amendment to Environmental Undertaking Agreement, dated February 14, 2024, the Borough of Naugatuck (the "BON") must remediate certain environmental conditions on the real property located at 58 Maple Street, Naugatuck, Connecticut (the "Property"); and

WHEREAS, in order to comply with the State of Connecticut remediation regulations, the BON must submit an application to the Connecticut Department of Energy and Environmental Protection ("DEEP") for a Declaration of Environmental Land Use Restriction and Grant of Easement (the "ELUR"). The ELUR is a legal interest in the Property that will restrict usage of the Property so that certain contaminated soils will not

be disturbed and residential uses cannot take place on certain portions of the Property, as are further described in the ELUR; and

WHEREAS, upon the approval of the ELUR application, the ELUR will be recorded on the land records of the BON; and

WHEREAS, the owners of the Property are Heritage Downtown, LLC and J2 Holdings, LLC (the "Owners"); and

WHEREAS, the BON holds easement interests over and through the Property, which must be subordinated to the ELUR; and

WHEREAS, the BON intends to enter into an Agreement to Subordinate and a Subordination (collectively, the "Subordination Documents"), approved by DEEP, in order to subordinate the BON easements to the ELUR.

NOW, THEREFORE BE IT RESOLVED THAT:

(i) The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth.

(ii) The Board of Mayor and Burgesses hereby consents to and authorizes the Mayor of the BON to (a) submit the ELUR application to DEEP on behalf of the BON and the Owners; (b) submit the Subordination Documents to DEEP on behalf of the BON; and (c) submit any other documents required in connection with the ELUR and the remediation of the Property.

(iii) The Mayor, pursuant to the authority granted under the BON Charter and this Resolution, is authorized on behalf of the BON to execute and deliver to DEEP the ELUR application, the ELUR, the Subordination Documents, and any such other documents, certificates or agreements that the Mayor, in his judgment and after consultation with counsel, may deem to be necessary or desirable to effectuate the foregoing resolution, in the name of the BON and to do any and all other acts to effectuate the foregoing, including the recording of the approved ELUR and Subordination on the land records of the BON.

(iv) This resolution shall take effect upon its adoption.

ROLL CALL VOTE:

FOR		**OPPOSE**	**ABSTAIN**
Mayor N.W. Hess	R. Neth	None	None
R. Vitale	D. Neth-Kunin		
K. Gallo	J. Rosenblatt		
C. Marenghi	M. Smith		

Motion carried 8-0-0

5. Motion by Deputy Mayor Vitale and seconded by Burgess Rosenblatt that the Board of Mayor and Burgesses adopt the following resolution authorizing the Borough of Naugatuck to undertake programs and projects, authorized under the **Connecticut City and Town Development Act**, to assume and to exercise, as appropriate, all of the rights, powers, obligations and privileges under said act and authorizing such other actions as may be necessary to implement the purposes of the act, as if read:

WHEREAS, on August 8, 1975, the Connecticut General Assembly passed the Connecticut City and Town Development Act (hereinafter, the "Act"), which Act is set forth in Chapter 114 of the Connecticut General Statutes; and

WHEREAS, the Act provides that municipalities which have found and determined that conditions substantially as described in Conn. Gen. Stats. Section 7-481 exist in the municipality, are continuing and may be ameliorated by the exercise of the powers granted under the Act; and

WHEREAS, conditions substantially as described in Conn. Gen. Stats. Section 7-481 exist in the Borough of Naugatuck (the "Borough"), are continuing and may be ameliorated by the exercise of the powers granted under the Act; and

WHEREAS, it is in the interest of the Borough to implement the provisions of the Act as soon as possible in order to take advantage of the provisions of the Act.

NOW THEREFORE, BE IT HEREBY RESOLVED:

1. That the Board of Mayor and Burgesses of the Borough makes the following findings and legislative determinations:

    a. Conditions substantially as described in Conn. Gen. Stats. Section 7-481 exist in the Borough, are continuing and may be ameliorated by the exercise of the powers granted under the Act;

    b. An unreasonable number of Borough residents are subject to hardship in finding employment and adequate, safe and sanitary housing;

    c. Conditions of blight and deterioration exist in parts of the Borough and the Borough would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties within its territorial limits;

    d. Private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties in the Borough; and

    e. The need for employment and adequate, safe and sanitary housing will be lessened and the Borough will be revitalized by the exercise of the powers granted under the Act.

2. That the Borough shall be afforded all of the powers enumerated in Conn. Gen. Stats. Section 7-483, including but not limited to, the power (i) to acquire, receive by gift or otherwise, purchase, acquire options to purchase, own and hold as lessee or lessor any development property which is located within its borders; (ii) to construct, reconstruct, rehabilitate, improve, alter, equip, maintain or repair or provide for the construction, reconstruction, improvement, alteration, equipment or maintenance or repair of any development property and let, award and enter into construction contracts, purchase orders and other contracts with respect thereto upon such terms and conditions as the Borough shall determine to be reasonable, including but not limited to reimbursement for the planning, designing, financing, construction, reconstruction, improvement, equipping, furnishing, operation and maintenance of any such development property and the settlement of any claims arising therefrom and the establishment and maintenance of reserve funds with respect to the financing of such development property; (iii) to sell, lease as lessor or lessee, grant options to purchase or to renew a lease, assign, exchange, mortgage as security for notes or bonds issued pursuant to Conn. Gen. Stats. Section 7-491 or otherwise dispose of or encumber and to manage or operate any development property; (iv) to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the exercise of its powers in furtherance of the purposes of the Act, including contracts and agreements with sponsors; and, (v) in connection with any application or commitment for assistance under the Act, to make and collect such fees and charges as the Borough shall determine to be reasonable.

3. That the Board of Mayor and Burgesses sets the following standards for the implementation of the powers granted under the Act and declares that no action(s) will be taken by the Borough under the powers conferred by the Act unless the following conditions have been met:

    a. Adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property;

    b. A feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under the Act and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by the Act for the public benefit;

    c. Development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; and

    d. The acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the Borough.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon its approval by a majority of the members of this Board of Mayor and Burgesses and shall remain effective for a period of five (5) years.

ROLL CALL VOTE:

FOR		**OPPOSE**	**ABSTAIN**
Mayor N.W. Hess	R. Neth	None	None
R. Vitale	D. Neth-Kunin		
K. Gallo	J. Rosenblatt		
C. Marenghi	M. Smith		

Motion carried 8-0-0

Burgess Bronko arrived 6:50 p.m.

6. Mayor Hess discussed the **Removal of Obsolete Water Tanks on Conrad Street**. He said there are cell towers on the water towers on Conrad Street. The water tanks are unsightly and very expensive to remove, at a cost of $170,000 to $180,000 per tank to remove. We will enter into an agreement with Tarpon Towers to remove the two water tanks and build a new water tank and put a cell tower on the new tank. They will take down one water tank at their expense and the cost of removing the second water tank at $170,000 would be deducted over time in the lease. Tarpon Towers will rent it from us. Borough equipment will go on the tank and other providers can go there. The borough could consider selling the water tank.

   VOTED: Unanimously on a motion by Deputy Mayor Vitale and seconded by Burgess Rosenblatt that the Board of Mayor and Burgesses authorize Mayor Hess to enter into an agreement with **Tarpon Towers** in order to allow them to move the two towers and construct at Tarpon's expense a new tower on the area where the water tank is, where the tower exists, further allowing us to enter into a lease with them where they would pay us initially, and this is before people are adding to the tower, **$16,800.00 a year initially with escalator costs of 2% a year** and the second tower, the cost of that would be deducted over time, so that we would receive less per year but it would still be positive and the two towers would be gone, we would then entertain adding to the tower putting borough equipment on the tower and possibly selling the tower.

7. Mayor Hess appointed **Jack Gunnoud**, 99 Clearview Circle, Naugatuck, CT 06770 as a member of the **Naugatuck Housing Authority,** filling the unexpired term of M. Fidalgo, term to expire October 1, 2027.

8. **VOTED:** Unanimously on a motion by Deputy Mayor Vitale and seconded by Burgess Rosenblatt that the Board of Mayor and Burgesses recess to Executive Session at **7:00 p.m.** for discussion on the following: **Real Estate** (Naugatuck Industrial Park – Section III, Riverview Mobile Home Park, Parcels A, B, C) and **Pending Litigation**. No one was invited into executive session.

Mayor Hess reconvened the meeting at **7:09 p.m.**

9. There were no matters emanating from Executive Session.

10. **VOTED:** Unanimously on a motion by Deputy Mayor Vitale and seconded by Burgess Rosenblatt to adjourn the special meeting at **7:09 p.m.**

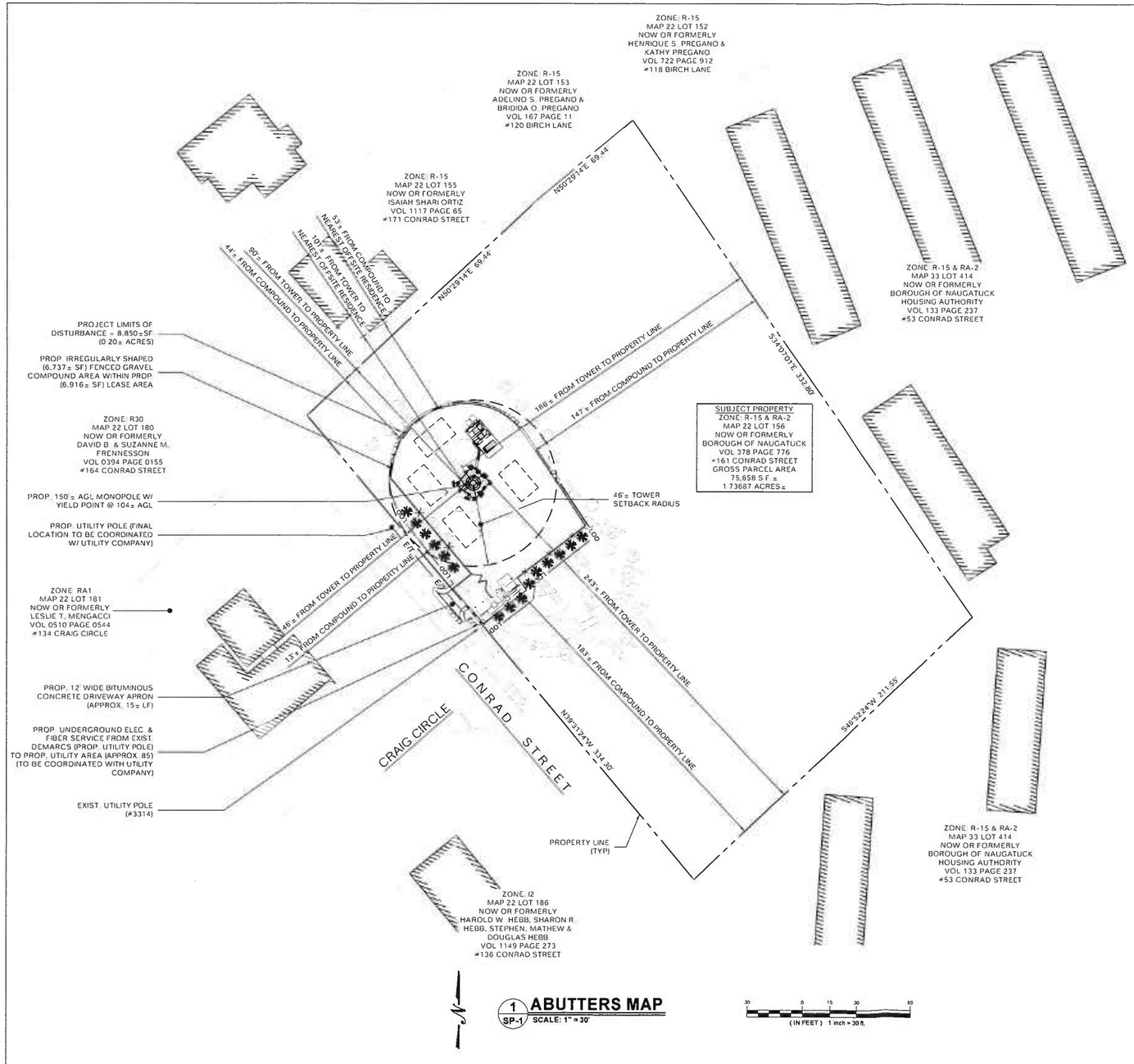
A digital recording of this meeting is available in the office of the Borough Clerk for further review.

Attest:

Nancy K. DiMeo

Nancy K. DiMeo
Borough Clerk

EXHIBIT 4



1 SP-1 **ABUTTERS MAP**
SCALE: 1" = 30'

MAP REFERENCE:

1. "PROPERTY & TOPOGRAPHIC SURVEY", MAP: 22 LOT: 159 161 CONRAD STREET, NAUGATUCK, CONNECTICUT; PREPARED BY: LANGAN CT, INC. w/ LATEST REVISION DATED: 02/13/25.
2. BASE MAPPING SUPPLEMENTED W/ FIELD MEASUREMENTS OBTAINED BY ALL-POINTS TECHNOLOGY CORPORATION ON 08/06/24.

SITE AREAS & VOLUMES OF EARTHWORK

SITEWORK ENTAILS APPROXIMATELY 50 CUBIC YARDS OF EXCAVATION. THE COMPOUND WILL IMPORT APPROXIMATELY 50 CUBIC YARDS OF CLEAN BROKEN STONE. THE UTILITY TRENCH FROM THE PROP. UTILITY POLE TO THE COMPOUND WILL EXCAVATE APPROXIMATELY 10 CUBIC YARDS OF MATERIAL THAT WILL BE USED TO BACKFILL THE TRENCH.

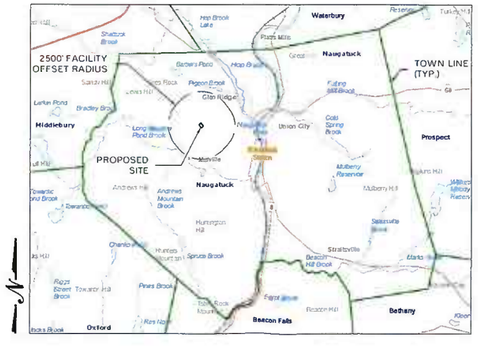
COMPOUND AREA SLOPES:
EXISTING - 4.0%
PROPOSED - 4.0%

TOTAL AREA OF DISTURBANCE = 8,850± SF

STORMWATER VELOCITY
PRIOR TO GROUND COVER < 3.0 FT/SEC
FOLLOWING GROUND COVER < 3.0 FT/SEC

STORMWATER VOLUME
PROPOSED IMPERVIOUS AREA = 6,916 SF
WATER QUALITY STD VOLUME (1.3") = 770 CF
STORAGE VOLUME (6' DEPTH, 40% VOIDS) = 1,383 CF

GROUND COVER TO BE ESTABLISHED AS FOLLOWS (U.O.N.):
- WHITE CLOVER @ 0.20#/- SF
- TALL FESCUE @ 0.45#/- SF
- RYEGRASS @ 0.10#/- SF



2 SP-1 **MUNICIPALITY NOTIFICATION LIMIT MAP**
SCALE: 1" = 1 MILE

TARPON TOWERS
8916 77th TERRACE EAST, SUITE 103
LAKEWOOD RANCH, FL 34202

Cellco Partnership d/b/a
verizon
20 ALEXANDER DRIVE
WALLINGFORD, CT 06492

ALL-POINTS TECHNOLOGY CORPORATION
567 VAUXHALL STREET EXTENSION - SUITE 311
WATERFORD, CT 06385 PHONE: (860)-663-1697
WWW.ALLPOINTSTECH.COM FAX: (860)-663-0935

PERMITTING DOCUMENTS

NO	DATE	REVISION
0	02/21/25	FOR REVIEW: RCB
1	03/04/25	CLIENT REVISIONS: RCB
2	05/09/25	TOWER SETBACK SP-1: RCB
3		
4		
5		
6		

DESIGN PROFESSIONALS OF RECORD

PROF: ROBERT C. BURNS, P.E.
COMP: ALL-POINTS TECHNOLOGY CORPORATION, P.C.
ADD: 567 VAUXHALL STREET EXT. SUITE 311 WATERFORD, CT 06385

OWNER: BOROUGH OF NAUGATUCK
ADDRESS: 229 CHURCH STREET NAUGATUCK, CT 06770

CT1239 CONRAD ST

SITE ADDRESS: 161 CONRAD STREET NAUGATUCK, CT 06770

APT FILING NUMBER: CT762130

DRAWN BY: CDD
DATE: 02/21/25 CHECKED BY: RCB

VZW MDG LOC. CODE: 616766202
VZW PSLC: 470709
VZW FUZE ID: 17453771

SHEET TITLE:
ABUTTERS & MUNICIPALITY NOTIFICATION MAP

SHEET NUMBER:
SP-1

STATE OF CONNECTICUT ROBERT C. BURNS 21007 LICENSED PROFESSIONAL ENGINEER

EXHIBIT 5

ALL-POINTS
TECHNOLOGY CORPORATION

REMOTE FIELD REVIEW

CT SITING COUNCIL DOCKET NO. 533
RESPONSE TO INTERROGATORY #38
PROPOSED TELECOMMUNICATIONS TOWER
161 CONRAD STREET
NAUGATUCK, CT

PREPARED FOR:

TARPON TOWERS

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

PHOTO LOG

Photo Locations
Subject Property
Approx. Parcel Boundary
Proposed Fenced Area
Proposed Gravel Area
Proposed Concrete Driveway Apron
Proposed Utility Pole
Proposed Plantings
Proposed Equiment
Proposed Verizon Wireless Equipment
Proposed Conduit
Proposed Verizon Wireless Conduit

N
60 30 0 60 Feet
1 inch = 60 feet

ALL-POINTS TECHNOLOGY CORPORATION

Proposed Wireless
Telecommunications Facility
Naugatuck 5 CT
161 Conrad Street
Naugatuck, Connecticut

PHOTO	DESCRIPTION
1	**CONRAD STREET LOOKING EAST**

ALL-POINTS TECHNOLOGY CORPORATION

TARPON TOWERS

PHOTOGRAPHED 01/17/2025

PHOTO	DESCRIPTION
2	**CONRAD STREET LOOKING NORTH**

ALL-POINTS TECHNOLOGY CORPORATION

TARPON TOWERS

PHOTOGRAPHED ON 5/7/2025

PHOTO	DESCRIPTION
3	CONRAD STREET LOOKING NORTHWEST

ALL-POINTS TECHNOLOGY CORPORATION

TARPON TOWERS

PHOTOGRAPHED 01/17/2025

PHOTO	DESCRIPTION
4	**DRONE PHOTOGRAPH**

ALL-POINTS TECHNOLOGY CORPORATION

TARPON TOWERS

PHOTOGRAPHED ON 5/7/2025

PHOTO	DESCRIPTION
4-A	**DRONE PHOTOGRAPH WITH PROPOSED CONDITIONS OVERLAY**

ALL-POINTS TECHNOLOGY CORPORATION

TARPON TOWERS