

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF HOMELAND TOWERS, LLC AND
NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T FOR A
CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY
AND PUBLIC NEED FOR THE CONSTRUCTION,
MAINTENANCE, AND OPERATION OF A
TELECOMMUNICATIONS FACILITY AT ONE OF TWO
SITES IN THE TOWN OF KENT, CONNECTICUT

DOCKET NO. 488

July 16, 2020

**APPLICANTS' RESPONSES TO PARTIES AND INTERVENORS. BALD HILL
NEIGHBORS, INTERROGATORIES SET TWO**

Q40. Has either Applicant Homeland Towers LLC ("Homeland") or New Cingular/AT&T ("AT&T") performed a Site inspection of the Site A property? If so, please disclose what physical on-site inspection was performed on Site A and produce any report from that inspection.

A40. *Yes, the Applicants' and their design team inspected the Site A property. The information obtained is included in the reports and analysis included in the Application and Applicants' Responses to Siting Council Interrogatories.*

Q41. Did Applicant Homeland perform an inspection of the Site A property prior to executing its lease of June 13, 2012 (i.e., the lease with former Site A property own John Atwood)? If so, please disclose what physical on-site inspection was performed on Site A, the results of that inspection, and produce any report from that inspection.

A41. *See Response A40.*

Q42. If the response to either interrogatory 40 or 41 is in the affirmative, please identify all persons, and for whom they were employed, who performed the site inspection.

A42. *See Response A40.*

Q43. Is either Applicant in possession of any report indicating there are, or there were, areas of environmental concern on the Site A property? If so, please produce such report(s).

A43. *See the Connecticut Siting Council May 21, 2020 decision denying the Bald Hill Neighbor's April 27, 2020 Motion.*

Q44. If the answer to interrogatory 43 is in the affirmative, to whom were the report(s) disclosed?

A44. *See Response A43.*

- Q45. Was a physical, on-site inspection of the Site A property undertaken on the part of the Applicant(s) when Insite Towers Development 2 LLC purchased the property in 2019? If so, please produce any report relating thereto.
- A45. *See Response A40. Further, information regarding property ownership is not relevant to the Siting Council's review in this proceeding pursuant to C.G.S. Section 16-50p(g).*
- Q46. Was any physical on-site inspection by any interested party, lessee, or lessor prior to the sale of the Site A property in 2019? If so, please produce any report relating thereto.
- A46. *See Responses A40 and A45.*
- Q47. If the answer to interrogatory 45 or 46 is in the affirmative, please identify all persons and for whom they were employed who performed the site inspection(s).
- A47. *See Response A45.*
- Q48. Please disclose the relationship to, including any ownership stake, parent-subsidary relationship, or other interest of the Applicant(s) with Insite Wireless Group LLC and Insite Towers Development 2 LLC.
- A48. *See the InSite Wireless Group, LLC Letter dated July 15, 2020 included in Attachment 1. Further, information regarding property ownership is not relevant to the Siting Council's review in this proceeding pursuant to C.G.S. Section 16-50p(g).*
- Q49. Did the Applicant(s) make any inquiry of the Estate of John Atwood (including its Administratrix), or any inquiry of the subsequent purchaser (Insite Towers Development 2 LLC) or partner Insite Wireless Group LLC, as to how any refuse, debris or areas of environmental concern came to exist on the Site A property? If so, please produce such inquiry and the response(s) thereto.
- A49. *See Responses A43 and A45.*
- Q50. Did areas of environmental concern or other environmental conditions play any role in the purchase price or lease or rental price of the Site A property? If so, please produce any report relating thereto.
- A50. *See Responses A43 and A45.*
- Q51. Did the Applicant(s) discuss or request that Insite Towers Development 2 LLC or partner Insite Wireless Group LLC remedy any areas of environmental concern on the Site A property? If so, please produce any written records of such request/discussion and any reply or report related thereto.
- A51. *See Response A50.*
- Q52. Has the Applicant submitted its Phase 1 environmental report on the Site A property as requested by the Siting Council?

- A52. *Yes. Per the Siting Council's May 21, 2020 decision denying the Bald Hill Neighbor's April 27, 2020 Motion, Homeland submits the Phase I report for Site A under a motion for protective order.*
- Q53. If the answer to interrogatory 52 is in the affirmative, please provide such report, disclose the individual who completed it, and disclose the individual who will be available at-hearing for cross-examination about it.
- A53. *See Response A52 and the Applicants' Hearing Information dated July 2, 2020 for witnesses.*
- Q54. If the answer to interrogatory 52 is in the negative, why not?
- A54. *See Response A52.*
- Q55. Has the Applicant(s) retained the company that conducted such Phase 1 on the Site A property for other telecommunications facility projects in Connecticut? If so, which projects?
- A55. *The Applicants note that this information is not relevant to the Siting Council's review in this proceeding.*
- Q56. Please produce the contract whereby the Applicant(s) retained such contractor to perform the Phase 1 on Site A.
- A56. *See Response A55.*
- Q57. Please produce any photographs or video records, from January 1, 2012 or later, of the Site A property that are within the Applicant(s)' possession, custody or control of the Applicant(s).
- A57. *The Applicants note that this information is not relevant to the Siting Council's review in this proceeding.*
- Q58. If there are such photographs or videos as described in interrogatory 57, when and by whom where those photographs or videos taken?
- A58. *See Response 57.*

CERTIFICATE OF SERVICE

I hereby certify that on this day the foregoing was sent electronically to the Connecticut Siting Council and to the service list below with one hard copy sent to the Connecticut Siting Council via first class mail in accordance with Connecticut Siting Council directives:

Keith R. Ainsworth, Esq.
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51 Elm Street, Suite 201
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July 16, 2020



Lucia Chiochio
Cuddy & Feder LLP
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White Plains, NY 10601
(914)-761-1300
Attorneys for the Applicants

cc: Homeland Towers, LLC; AT&T; APT; C Squared

ATTACHMENT 1



July 15, 2020

VIA EMAIL

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

**Re: Docket No. 488
Application of Homeland Towers, LLC and New Cingular Wireless PCS, LLC (d/b/a AT&T) for a
Certificate of Environmental Compatibility for Public Need for the Construction, Maintenance
and Operation of a Telecommunications Facility at Bald Hill Road, Town of Kent, CT**

Dear Attorney Bachman:

This letter is sent in support of the above-referenced application of Homeland Towers, LLC ("Homeland") in connection with its proposed construction of a communications tower and related facilities (the "Telecommunications Facilities") on certain property owned by InSite Towers Development 2, LLC ("InSite") in the Town of Kent, Litchfield County, Connecticut bearing Tax ID No. 2018-0000090 (the "Property"). InSite acquired the Property on September 16, 2019 via Administrator's Deed recorded at Book 189, Page 224, a copy of which is enclosed for your ease of reference.

By this letter, InSite confirms that Homeland, as the lessee under that certain Option and Ground Lease Agreement dated June 13, 2012, a Memorandum of which was recorded on May 29, 2018 at Book 186, Page 683 (the "Ground Lease"), has the right to develop the Telecommunications Facilities on a portion of the Property. A copy of the recorded Memorandum is also enclosed for your ease of reference.

Homeland develops telecommunications facilities on behalf of InSite pursuant to the terms of that certain Purchase and Sale and Tower Development Agreement dated January 20, 2011, as amended (the "Development Agreement"). While the terms of the Development Agreement are confidential, InSite confirms that, pursuant to its terms, Homeland will transfer ownership of the Telecommunications Facilities to InSite upon the completion of construction thereof.



Melanie A. Bachman, Esq.

July 15, 2020

Page 2

Thank you for your kind attention to this matter. Should you have any further questions, please feel free to contact the undersigned at (714) 396-1360; roni.jackson@insitewireless.com.

Very truly yours,

A handwritten signature in blue ink, appearing to be "Roni D. Jackson", written over the typed name and title.

Roni D. Jackson
General Counsel

Enclosures

cc: M. Vicente/Homeland Towers, LLC
R. Vergati/Homeland Towers, LLC

After Recording Return To:

ADMINISTRATOR'S DEED – STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT, Rebecca Rigdon, Administrator of the Estate of John Atwood (hereinafter referred to as "Grantor"), of 5 Booth House Lane, New Milford, Connecticut, for [REDACTED]

[REDACTED] grants to Insite Towers Development 2, LLC, a Delaware limited liability company (hereinafter referred to as "Grantee"), of 1199 N. Fairfax Street, Suite 700, Alexandria, VA 22314, with ADMINISTRATOR'S COVENANTS, all that certain real property known as Bald Hill Road in the town of Kent, Connecticut, being more particularly described as follows:

All that certain piece or parcel of land situated in the Town of Kent, County of Litchfield, State of Connecticut, on the Westerly side of Town Highway known as Bald Hill Road. Said premises are more particularly shown as Lot 2; 2.000 Acres, on a certain map entitled "Subdivision Plan Prepared for Leo J. Paquette Bald Hill Road Kent, Connecticut Scale 1" = 50' August, 1983" Class A-2 Survey certified by Richard J. Adams, R.L.S., Kent, Connecticut, which map was approved by the Planning Commission of the town of Kent on October 24, 1984 and filed with the Town Clerk of Kent as Map No. 638B.

Known as Tax ID: 2018-0000090 and being the same property conveyed to the Estate of John Atwood c/o Rebecca Rigdon, Esq., administrator, fiduciary, from the Estate of John Atwood, Grantor by Notice For Land Records/Appointment of Conservator of the Estate Recorded 06/12/2017, as Book 184, Page 925 of the Town of Kent Records.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 16th day of September 2019.

The Estate of John Atwood

By:

Rebecca Rigdon, Administrator

Signed, Sealed and delivered in the presence of or attested by:



Witness: Michael Lupke




Witness: Dennis Guido

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1031 19043660
AKRON OHIO 44311
(330-436-6000)

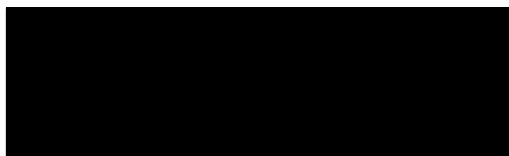
STATE OF CONNECTICUT)
)
COUNTY OF LITCHFIELD) ss: New Milford

Personally appeared Rebecca Rigdon, Administrator of the Estate of John Atwood, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained in the capacity therein stated, before me.

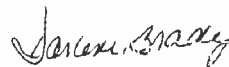
Witness my hand and official seal, this the 16th day of September 2019.



Commissioner of the Superior Court
~~Notary Public~~ *Martin F. Landgrabe*
~~My Commission Expires:~~



Received for Record at Kent, CT
On 09/25/2019 03:22:17 PM



BK 186 PG 683
AGREEMENT

RECORDING REQUESTED BY

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

Record and Return to:

Homeland Towers LLC
9 Harmony St 2nd FL
Danbury, CT 06810

Bald Hill Rd, Kent, CT 5-B-L-10-22-38

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this 13 day of June, 2012 by and between John P. Atwood ("Lessor") and Homeland Towers, LLC ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of June 13, 2012. The Lease contains, among other things, the following terms:

1. Description of Leased Premises. The Leased Premises are located on that certain parcel of real property described in Exhibit "A" hereto (the "Property"), which Exhibit is incorporated herein by this reference. The Leased Premises are described in Exhibit "B," which Exhibit is incorporated herein by this reference.

3. Subletting. Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

4. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, and (b) a sale, transfer, or other conveyance of LESSOR's interest in the Lease including, without limitation, the right to receive rent under the Lease.

5. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect.

6. Ratification of Lease. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease.

Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum Of Option and Ground Lease as of the date first above written.

John P. Atwood
("LESSOR")

By: _____

Print Name: _____

Print Title: _____

State of Connecticut
County of Litchfield

On June 7, 2012, before me, (here insert name and title of the officer), personally appeared John P. Atwood who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum Of Option and Ground Lease as of the date first above written.

Homeland Towers, LLC
("LESSEE")

By: _____

Print Name: _____

Print Title: _____

State of New York
County of Westchester

On June 13 2012, before me, (here insert name and title of the officer), personally appeared Manuel Vicente who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Commission No.: _____

My Commission Expires: _____

(Affix Notarial Seal)

VINCENT L. XAVIER
Notary Public, State of New York
No. 01XA6136274
Qualified in Westchester County
Commission Expires Nov. 7, 2009

VINCENT L. XAVIER
Notary Public, State of New York
No. 01XA6136274
Qualified in Westchester County
Commission Expires Nov. 7, 2009

EXHIBIT "A" TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Kent, County of Litchfield, and State of Connecticut, on the Westerly side of Town Highway known as Bald Hill Road. Said premises are more particularly shown as Lot 2; 2.000 Acres, on a certain map entitled, "Subdivision Plan Prepared for Leo J. Paquette Bald Hill Road Kent, Connecticut Scale 1" = 50' August, 1983" Class A-2 Survey certified by Richard J. Adams, R.L.S., Kent, Connecticut, which map was approved by the Planning Commission of the Town of Kent on October 24, 1984, and filed with the Kent Town Clerk's Office as Map No. 638B

JPA
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EXHIBIT "B" TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

DESCRIPTION OF LEASED PREMISES

 X The Leased Premises includes ground space.

 The Leased Premises includes rooftop space.

Refer to Exhibit A for description

Received for Record at Kent, CT
On 05/29/2018 01:59:50 PM

Janice Brady