



USFWS & NDDDB Compliance Determination

June 2, 2020

Verizon Wireless
20 Alexander Drive
Wallingford, CT 06492

Re: Norwich 4 CT, 110 Yantic Lane, Norwich, CT
APT Job No: CT1418630

On behalf of Cellco Partnership d/b/a Verizon Wireless ("Verizon"), All-Points Technology Corporation, P.C. ("APT") performed an evaluation with respect to possible federally- and state-listed, threatened, endangered or special concern species in order to determine if the proposed referenced wireless communications facility ("Facility") would result in a potential adverse effect to listed species.

APT understands that Verizon proposes the construction of a new wireless communications facility on a 115-acre parcel at 110 Yantic Lane in Norwich, Connecticut ("Subject Property"). Verizon proposed to install a 110-foot tower within a 50-foot by 50-foot fenced compound within a 100-foot by 100-foot lease area in the central portion of the Subject Property.

USFWS

The federal consultation was completed in accordance with Federal Communications Commission ("FCC") rules implementing the National Environmental Policy Act ("NEPA") and Section 7 of the Endangered Species Act through the U.S. Fish and Wildlife Service's ("USFWS") Information, Planning, and Conservation System ("IPaC"). Based on the results of the IPaC review, one federally-listed¹ threatened species is known to occur in the vicinity of the subject property documented as the northern long-eared bat ("NLEB"; *Myotis septentrionalis*). As a result of this preliminary finding, APT performed an evaluation to determine if the proposed referenced Facility would result in a likely adverse effect to NLEB.

The proposed Facility would require ± 0.1 acre of forest clearing, potentially impact habitat used by NLEB. A review of the Connecticut Department of Energy & Environmental Protection ("CTDEEP") Wildlife Division Natural Diversity Data Base ("NDDDB") NLEB habitat map² revealed that the proposed Facility is not within 150 feet of a known occupied NLEB maternity roost tree and is not within 0.25 mile of a known NLEB hibernaculum. The nearest NLEB habitat resource to the proposed Facility is located ± 34.5 miles to the southwest in North Branford.

¹ Listing under the federal Endangered Species Act

² *Northern long-eared bat areas of concern in Connecticut to assist with Federal Endangered Species Act Compliance map*. February 1, 2016.

APT submitted the effects determination using the NLEB key within the IPaC system for the proposed Facility (the "Action"). This IPaC key assists users in determining whether a Federal action is consistent with the activities analyzed in the USFWS's January 5, 2016, intra-Service Programmatic Biological Opinion ("PBO") on the Final 4(d) Rule for the NLEB for Section 7(a)(2) compliance.

Based upon the IPaC submission, the Action is consistent with activities analyzed in the PBO; please refer to the enclosed April 16, 2020 USFWS letter. The Action may affect NLEB; however, any take that may occur as a result of the Action is not prohibited under the ESA Section 4(d) rule adopted for this species at 50 CFR §17.40(o). If the USFWS does not respond within 30 days from the date of the letter (May 16, 2020), one may presume that the IPaC-assisted determination was correct and that the PBO satisfies and concludes Verizon's responsibilities for this Action under ESA Section 7(a)(2) with respect to NLEB. No response was received from USFWS; therefore, the Action complies with ESA Section 7(a)(2) with respect to NLEB.

In addition, Verizon would consider the following additional USFWS voluntary conservation measures, where appropriate and as the project schedule allows, as encouraged in the April 29, 2016 FCC Public Notice³, to reduce the potential impacts of activities on NLEB.

- Conduct tree removal activities outside of the NLEB pup season (June 1-July 31) and active season (April 1-October 31) to minimize impacts to pups at roosts not yet identified.
- Avoid clearing suitable spring staging and fall swarming habitat within a five-mile radius of known or assumed NLEB hibernacula during the staging and swarming seasons (April 1-May 15 and August 15-November 14, respectively). *Not applicable: site is located > 5 miles from the nearest hibernacula.*
- Maintain dead trees (snags) and large trees when possible.
- Use herbicides and pesticides only if unavoidable. If necessary, spot treatment is preferred over aerial application.
- Minimize exterior lighting, opting for down-shielded, motion-sensor security lights instead of constant illumination.

NDDB

No known areas of state-listed species are currently depicted on the most recent CTDEEP NDDB Maps in the location of the proposed Verizon Facility or within a 0.25 mile to the proposed development. Please refer to the enclosed NDDB Map which depicts the nearest NDDB buffer ±2.1-miles northwest of the Subject Property. Since the proposed Facility and Subject Property are not located within a NDDB buffer area, consultation with DEEP is not required in accordance with their review policy⁴. Also, since the NDDB buffer area is located more than a 0.25-mile away, consultation with DEEP is not required in accordance with the Connecticut Siting Council's review policy.

³ Federal Communications Commission. *Tower Construction Guidance for Protection of Northern Long-Eared Bat Under the Endangered Species Act*. Public Notice DA 16-476. April 29, 2016.

⁴ DEEP Requests for NDDB State Listed Species Reviews.

http://www.ct.gov/deep/cwp/view.asp?a=2702&q=323466&deepNav_GID=1628%20

Therefore, the proposed Verizon Wireless Facility is not anticipated to adversely impact any federal or state threatened, endangered or species of special concern.

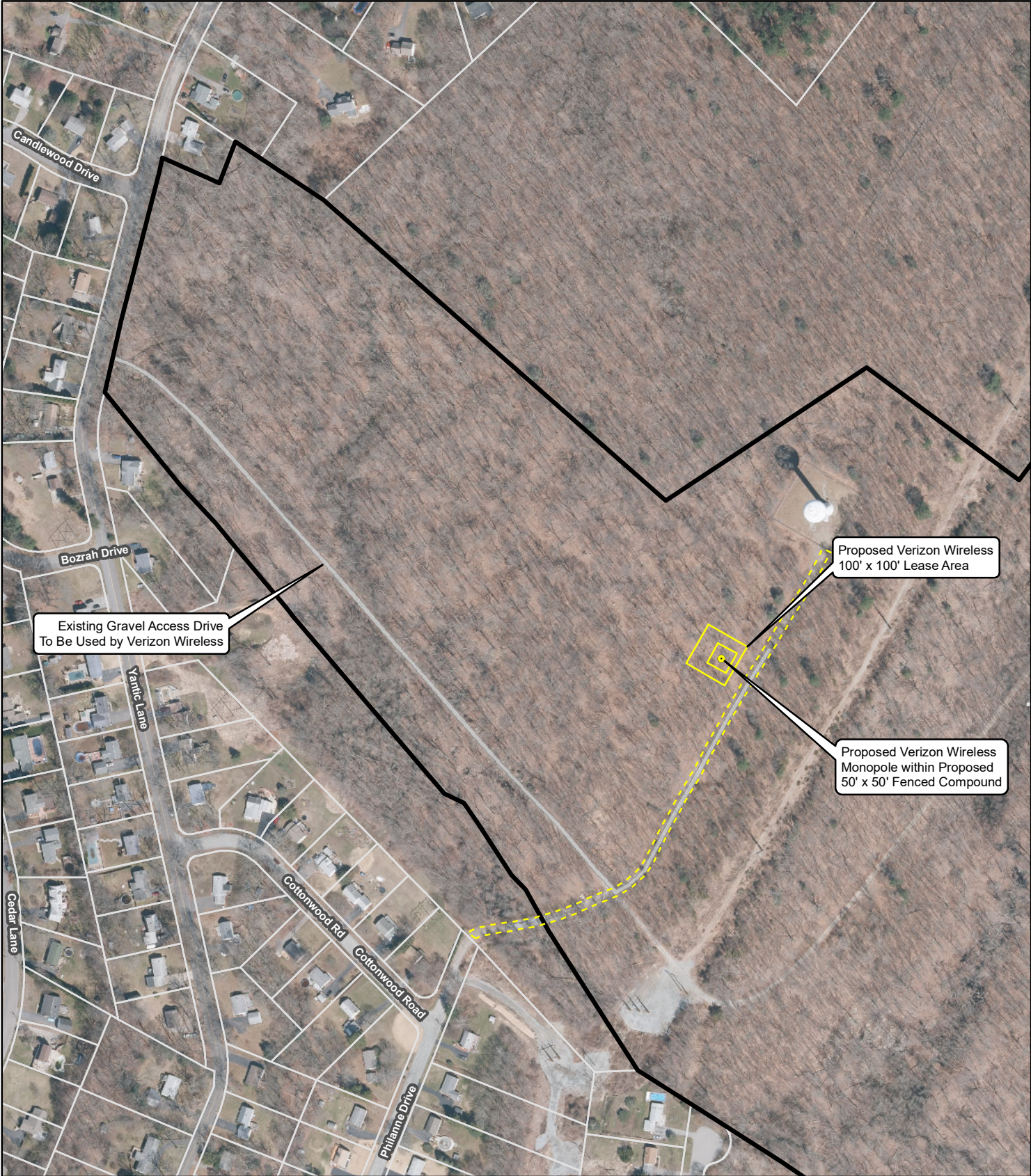
Sincerely,
All-Points Technology Corporation, P.C.

A handwritten signature in black ink that reads "Dean Gustafson". The signature is written in a cursive style with a large initial "D" and "G".

Dean Gustafson
Senior Biologist

Enclosures

NDDDB Map



Existing Gravel Access Drive
To Be Used by Verizon Wireless

Proposed Verizon Wireless
100' x 100' Lease Area

Proposed Verizon Wireless
Monopole within Proposed
50' x 50' Fenced Compound

Legend

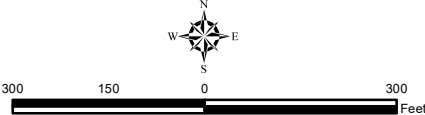
- Proposed Monopole
- Proposed Site Layout
- Existing Easement (By Others)
- Existing Gravel Road (By Others)
- Natural Diversity Database (updated December 2019)*

- Subject Property
- Approximate Parcel Boundary (CTDEEP)

NDDB Map

Proposed Wireless
Telecommunications Facility
Norwich 4 CT
110 Yantic Lane
Norwich, Connecticut

Map Notes:
*Legend Item Not Located Within Mapped Area
Base Map Source: 2019 Aerial Photograph (CTECO)
Map Scale: 1 inch = 300 feet
Map Date: April 2020



USFWS NLEB Letter



United States Department of the Interior



FISH AND WILDLIFE SERVICE
New England Ecological Services Field Office
70 Commercial Street, Suite 300
Concord, NH 03301-5094
Phone: (603) 223-2541 Fax: (603) 223-0104
<http://www.fws.gov/newengland>

IPaC Record Locator: 082-21300849

April 16, 2020

Subject: Consistency letter for the 'Verizon Wireless Norwich 4 CT' project indicating that any take of the northern long-eared bat that may occur as a result of the Action is not prohibited under the ESA Section 4(d) rule adopted for this species at 50 CFR §17.40(o).

Dear Deborah Gustafson:

The U.S. Fish and Wildlife Service (Service) received on April 16, 2020 your effects determination for the 'Verizon Wireless Norwich 4 CT' (the Action) using the northern long-eared bat (*Myotis septentrionalis*) key within the Information for Planning and Consultation (IPaC) system. You indicated that no Federal agencies are involved in funding or authorizing this Action. This IPaC key assists users in determining whether a non-Federal action may cause “take”^[1] of the northern long-eared bat that is prohibited under the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 et seq.).

Based upon your IPaC submission, any take of the northern long-eared bat that may occur as a result of the Action is not prohibited under the ESA Section 4(d) rule adopted for this species at 50 CFR §17.40(o). Unless the Service advises you within 30 days of the date of this letter that your IPaC-assisted determination was incorrect, this letter verifies that the Action is not likely to result in unauthorized take of the northern long-eared bat.

Please report to our office any changes to the information about the Action that you entered into IPaC, the results of any bat surveys conducted in the Action area, and any dead, injured, or sick northern long-eared bats that are found during Action implementation.

If your Action proceeds as described and no additional information about the Action’s effects on species protected under the ESA becomes available, no further coordination with the Service is required with respect to the northern long-eared bat.

[1]Take means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct [ESA Section 3(19)].

Action Description

You provided to IPaC the following name and description for the subject Action.

1. Name

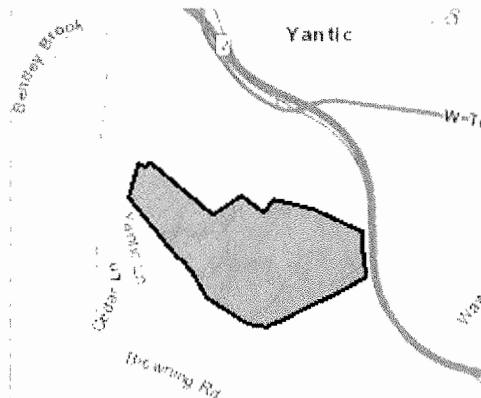
Verizon Wireless Norwich 4 CT

2. Description

The following description was provided for the project 'Verizon Wireless Norwich 4 CT':

Verizon Wireless proposes to construct a new 180-foot tall monopole tower and associated ground equipment to be located within a proposed 50-foot by 50-foot fenced compound area. Access is proposed off Yantic Lane following an existing dirt/gravel road. Utilities are proposed to follow existing underground utility route off Philanne Drive that would use within existing conduits.

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/41.5521026228097N72.12336779338843W>

**Determination Key Result**

This non-Federal Action may affect the northern long-eared bat; however, any take of this species that may occur incidental to this Action is not prohibited under the final 4(d) rule at 50 CFR §17.40(o).

Determination Key Description: Northern Long-eared Bat 4(d) Rule

This key was last updated in IPaC on **May 15, 2017**. Keys are subject to periodic revision.

This key is intended for actions that may affect the threatened northern long-eared bat.

The purpose of the key for non-Federal actions is to assist determinations as to whether proposed actions are excepted from take prohibitions under the northern long-eared bat 4(d) rule.

If a non-Federal action may cause prohibited take of northern long-eared bats or other ESA-listed animal species, we recommend that you coordinate with the Service.

Determination Key Result

Based upon your IPaC submission, any take of the northern long-eared bat that may occur as a result of the Action is not prohibited under the ESA Section 4(d) rule adopted for this species at 50 CFR §17.40(o).

Qualification Interview

1. Is the action authorized, funded, or being carried out by a Federal agency?
No
2. Will your activity purposefully **Take** northern long-eared bats?
No
3. Is the project action area located wholly outside the White-nose Syndrome Zone?
Automatically answered
No
4. Have you contacted the appropriate agency to determine if your project is near a known hibernaculum or maternity roost tree?

Location information for northern long-eared bat hibernacula is generally kept in state Natural Heritage Inventory databases – the availability of this data varies state-by-state. Many states provide online access to their data, either directly by providing maps or by providing the opportunity to make a data request. In some cases, to protect those resources, access to the information may be limited. A web page with links to state Natural Heritage Inventory databases and other sources of information on the locations of northern long-eared bat roost trees and hibernacula is available at www.fws.gov/midwest/endangered/mammals/nleb/nhisites.html.

Yes

5. Will the action affect a cave or mine where northern long-eared bats are known to hibernate (i.e., hibernaculum) or could it alter the entrance or the environment (physical or other alteration) of a hibernaculum?
No
6. Will the action involve Tree Removal?
Yes

7. Will the action only remove hazardous trees for the protection of human life or property?

No

8. Will the action remove trees within 0.25 miles of a known northern long-eared bat hibernaculum at any time of year?

No

9. Will the action remove a known occupied northern long-eared bat maternity roost tree or any trees within 150 feet of a known occupied maternity roost tree from June 1 through July 31?

No

Project Questionnaire

If the project includes forest conversion, report the appropriate acreages below. Otherwise, type '0' in questions 1-3.

1. Estimated total acres of forest conversion:

0.1

2. If known, estimated acres of forest conversion from April 1 to October 31

0.1

3. If known, estimated acres of forest conversion from June 1 to July 31

0.1

If the project includes timber harvest, report the appropriate acreages below. Otherwise, type '0' in questions 4-6.

4. Estimated total acres of timber harvest

0

5. If known, estimated acres of timber harvest from April 1 to October 31

0

6. If known, estimated acres of timber harvest from June 1 to July 31

0

If the project includes prescribed fire, report the appropriate acreages below. Otherwise, type '0' in questions 7-9.

7. Estimated total acres of prescribed fire

0

8. If known, estimated acres of prescribed fire from April 1 to October 31

0

9. If known, estimated acres of prescribed fire from June 1 to July 31

0

If the project includes new wind turbines, report the megawatts of wind capacity below. Otherwise, type '0' in question 10.

10. What is the estimated wind capacity (in megawatts) of the new turbine(s)?

0



WETLAND INSPECTION

September 8, 2016

Revised January 30, 2020

Revised April 17, 2020

APT Project No.: CT1418630

Prepared For: Verizon Wireless
20 Alexander Drive
Wallingford, CT 06492

Site Name: Norwich 4 CT

Site Address: 110 Yantic Lane, Norwich, Connecticut

Date(s) of Investigation: 8/11/16, 1/17/20 & 3/20/20

Field Conditions: **Weather:** sunny, mid 80's on 8/11/16; sunny, low 20's on 1/17/20; ptly. Sunny, mid 40s on 3/20/20
Soil Moisture: dry to moist

Wetland/Watercourse Delineation Methodology¹:

Connecticut Inland Wetlands and Watercourses

Municipal Upland Review Area: Wetlands: 100 feet

Watercourses: 100 feet

The wetlands inspection was performed by²:

Matthew Gustafson, Registered Soil Scientist

Enclosures: Wetland Delineation Field Forms & Wetland Inspection Map

This report is provided as a brief summary of findings from APT's wetland investigation of the referenced Study Area that consists of proposed development activities and areas generally within 200 feet.³ If applicable, APT is available to provide a more comprehensive wetland impact analysis upon receipt of site plans depicting the proposed development activities and surveyed location of identified wetland and watercourse resources.

¹ Wetlands and watercourses were delineated in accordance with applicable local, state and federal statutes, regulations and guidance.

² All established wetlands boundary lines are subject to change until officially adopted by local, state, or federal regulatory agencies.

³ APT has relied upon the accuracy of information provided by Verizon Wireless and its contractors regarding proposed lease area and access road/utility easement locations for identifying wetlands and watercourses within the study area.

Attachments

- Wetland Delineation Field Forms
- Wetland Inspection Map

Wetland Delineation Field Form

Wetland I.D.:	Wetland 1	
Flag #'s:	WF 1-01 to 1-06, 1-10 to 1-35 and 1-50 to 1-60	
Flag Location Method:	Site Sketch <input checked="" type="checkbox"/>	GPS (sub-meter) located <input checked="" type="checkbox"/>

WETLAND HYDROLOGY:

NONTIDAL

Intermittently Flooded <input type="checkbox"/>	Artificially Flooded <input type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>
Permanently Saturated <input type="checkbox"/>	Seasonally Saturated – seepage <input checked="" type="checkbox"/>	Seasonally Saturated - perched <input type="checkbox"/>
Comments: Dug drainage ditch that intercepts/receives water from a wetland seep system to the south		

TIDAL

Subtidal <input type="checkbox"/>	Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>
Irregularly Flooded <input type="checkbox"/>		
Comments: None		

WETLAND TYPE:

SYSTEM:

Estuarine <input type="checkbox"/>	Riverine <input type="checkbox"/>	Palustrine <input checked="" type="checkbox"/>
Lacustrine <input type="checkbox"/>	Marine <input type="checkbox"/>	
Comments: None		

CLASS:

Emergent <input type="checkbox"/>	Scrub-shrub <input type="checkbox"/>	Forested <input checked="" type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input checked="" type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments: None		

WATERCOURSE TYPE:

Perennial <input type="checkbox"/>	Intermittent <input checked="" type="checkbox"/>	Tidal <input type="checkbox"/>
Watercourse Name: None		
Comments: None		

Wetland Delineation Field Form (Cont.)

SPECIAL AQUATIC HABITAT:

Vernal Pool Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Potential <input type="checkbox"/>	Other <input type="checkbox"/>
Vernal Pool Habitat Type: None	
Comments: None	

SOILS:

Are field identified soils consistent with NRCS mapped soils?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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DOMINANT PLANTS:

Spicebush (<i>Lindera benzoin</i>)	Red Maple (<i>Acer rubrum</i>)
Multiflora Rose* (<i>Rosa multiflora</i>)	Japanese Barberry* (<i>Berberis thunbergii</i>)
Yellow Birch (<i>Betula alleghaniensis</i>)	Skunk Cabbage (<i>Symplocarpus foetidus</i>)
Cinnamon Fern (<i>Osmunda cinnamomea</i>)	

* denotes Connecticut Invasive Species Council invasive plant species

GENERAL COMMENTS:

Verizon Wireless proposes to construct a new 110-foot tall monopole tower and associated ground equipment to be located within a proposed 50-foot by 50-foot fenced compound area. Access is proposed off Yantic Lane following an existing dirt/gravel road. Utilities are proposed to follow existing underground utility route off Philanne Drive.

Seven wetlands (Wetlands 1 - 7) are identified on the subject property located along the existing access road and utility route. Wetland 1 is located along the north and south side of the existing access road extending out to Yantic Lane. Wetland 1 is located ±580 feet southwest of the proposed compound. This wetland consists of a historically dug drainage ditch located along the southern side of the existing access road. The system receives hydrology from a natural seep system to the south and generally drains north and west eventually draining under the access road at two points via culverts. Significant portions of Wetland 1 are located ±5 feet from the existing access road.

APT recommends that erosion and sedimentation controls be installed and maintained during construction in accordance with the 2002 Connecticut Guidelines for Soil Erosion and Sedimentation Control in order to protect nearby wetlands. Upon receipt of site plans, APT will review specifics of the proposed development activities and determine if additional wetland protection measures would be recommended to avoid potential adverse impact to nearby wetland resources.

Wetland Delineation Field Form

Wetland I.D.:	Wetland 2	
Flag #'s:	WF 2-01G to 2-01A to 2-01 to 2-05	
Flag Location Method:	Site Sketch <input checked="" type="checkbox"/>	GPS (sub-meter) located <input checked="" type="checkbox"/>

WETLAND HYDROLOGY:

NONTIDAL

Intermittently Flooded <input type="checkbox"/>	Artificially Flooded <input type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input checked="" type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>
Permanently Saturated <input type="checkbox"/>	Seasonally Saturated – seepage <input type="checkbox"/>	Seasonally Saturated - perched <input type="checkbox"/>
Comments: None		

TIDAL

Subtidal <input type="checkbox"/>	Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>
Irregularly Flooded <input type="checkbox"/>		
Comments: None		

WETLAND TYPE:

SYSTEM:

Estuarine <input type="checkbox"/>	Riverine <input type="checkbox"/>	Palustrine <input checked="" type="checkbox"/>
Lacustrine <input type="checkbox"/>	Marine <input type="checkbox"/>	
Comments: None		

CLASS:

Emergent <input type="checkbox"/>	Scrub-shrub <input type="checkbox"/>	Forested <input checked="" type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments: None		

WATERCOURSE TYPE:

Perennial <input type="checkbox"/>	Intermittent <input checked="" type="checkbox"/>	Tidal <input type="checkbox"/>
Watercourse Name: None		
Comments: None		

Wetland Delineation Field Form (Cont.)

SPECIAL AQUATIC HABITAT:

Vernal Pool Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Potential <input type="checkbox"/>	Other <input type="checkbox"/>
Vernal Pool Habitat Type: None	
Comments: None	

SOILS:

Are field identified soils consistent with NRCS mapped soils?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---------------------------------------------------------------	-----------------------------------------	-----------------------------

DOMINANT PLANTS:

Spicebush (<i>Lindera benzoin</i>)	Red Maple (<i>Acer rubrum</i>)
Multiflora Rose* (<i>Rosa multiflora</i>)	Japanese Barberry* (<i>Berberis thunbergii</i>)
Yellow Birch (<i>Betula alleghaniensis</i>)	Skunk Cabbage (<i>Symplocarpus foetidus</i>)
Sensitive Fern (<i>Onoclea sensibilis</i>)	

* denotes Connecticut Invasive Species Council invasive plant species

GENERAL COMMENTS:

Verizon Wireless proposes to construct a new 110-foot tall monopole tower and associated ground equipment to be located within a proposed 50-foot by 50-foot fenced compound area. Access is proposed off Yantic Lane following an existing dirt/gravel road. Utilities are proposed to follow existing underground utility route off Philanne Drive that would use within existing conduits.

Seven wetlands (Wetlands 1 - 7) are identified on the subject property located along the existing access road and utility route. Wetland 2 is located along the east side of the existing utility route. This wetland consists of a 5- to 8-foot wide, stone/boulder intermittent stream system with relatively narrow bordering wetlands. Wetland 2 is located ±700 feet south of the proposed compound and ±160 feet south of the existing access drive.

APT recommends that erosion and sedimentation controls be installed and maintained during construction in accordance with the 2002 Connecticut Guidelines for Soil Erosion and Sedimentation Control in order to protect nearby wetlands. Upon receipt of site plans, APT will review specifics of the proposed development activities and determine if additional wetland protection measures would be recommended to avoid potential adverse impact to nearby wetland resources.

Wetland Delineation Field Form

Wetland I.D.:	Wetlands 3, 4, 5 and 6	
Flag #'s:	WF 3-01 to 3-06; WF 4-01 to 4-08; WF 5-01 to 5-06; WF 6-01 to 6-12	
Flag Location Method:	Site Sketch <input checked="" type="checkbox"/>	GPS (sub-meter) located <input checked="" type="checkbox"/>

WETLAND HYDROLOGY:

NONTIDAL

Intermittently Flooded <input type="checkbox"/>	Artificially Flooded <input type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>
Permanently Saturated <input type="checkbox"/>	Seasonally Saturated – seepage <input checked="" type="checkbox"/>	Seasonally Saturated - perched <input type="checkbox"/>
Comments: None		

TIDAL

Subtidal <input type="checkbox"/>	Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>
Irregularly Flooded <input type="checkbox"/>		
Comments: None		

WETLAND TYPE:

SYSTEM:

Estuarine <input type="checkbox"/>	Riverine <input type="checkbox"/>	Palustrine <input checked="" type="checkbox"/>
Lacustrine <input type="checkbox"/>	Marine <input type="checkbox"/>	
Comments: None		

CLASS:

Emergent <input type="checkbox"/>	Scrub-shrub <input type="checkbox"/>	Forested <input checked="" type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments: None		

WATERCOURSE TYPE:

Perennial <input type="checkbox"/>	Intermittent <input type="checkbox"/>	Tidal <input type="checkbox"/>
Watercourse Name: None		
Comments: None		

Wetland Delineation Field Form (Cont.)

SPECIAL AQUATIC HABITAT:

Vernal Pool Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Potential <input type="checkbox"/>	Other <input type="checkbox"/>
Vernal Pool Habitat Type: None	
Comments: None	

SOILS:

Are field identified soils consistent with NRCS mapped soils?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---------------------------------------------------------------	-----------------------------------------	-----------------------------

DOMINANT PLANTS:

Red Maple (<i>Acer rubrum</i>)	Royal Fern (<i>Osmunda regalis</i>)
Sensitive Fern (<i>Onoclea sensibilis</i>)	Spicebush (<i>Lindera benzoin</i>)
Highbush Blueberry (<i>Vaccinium corymbosum</i>)	Multiflora Rose* (<i>Rosa multiflora</i>)
Yellow Birch (<i>Betula alleghaniensis</i>)	Japanese Barberry* (<i>Berberis thunbergii</i>)

* denotes Connecticut Invasive Species Council invasive plant species

GENERAL COMMENTS:

Verizon Wireless proposes to construct a new 110-foot tall monopole tower and associated ground equipment to be located within a proposed 50-foot by 50-foot fenced compound area. Access is proposed off Yantic Lane following an existing dirt/gravel road. Utilities are proposed to follow existing underground utility route off Philanne Drive that would use within existing conduits.

Seven wetlands (Wetlands 1 - 7) are identified on the subject property located along the existing access road and utility route. Wetlands 3 through 6 are all located along the north and south side of the existing access road. These wetlands all consist of small historically dug disconnected depressions that have intercepted glacial till hardpan resulting in the formation of wetland habitats. As each wetland is homogeneous in morphology, species composition and hydrology they have been grouped together for descriptive purposes. Based on field observations (i.e., water staining), it appears these areas flood and generally hold less than 2 inches of water during seasonal peak hydro-periods. These wetlands range from ±480 feet to ±550 feet south of the proposed compound. All of these wetlands are located ±5 feet from the existing access road.

APT recommends that erosion and sedimentation controls be installed and maintained during construction in accordance with the 2002 Connecticut Guidelines for Soil Erosion and Sedimentation Control in order to protect nearby wetlands. Upon receipt of site plans, APT will review specifics of the proposed development activities and determine if additional wetland protection measures would be recommended to avoid potential adverse impact to nearby wetland resources.

Wetland Delineation Field Form

Wetland I.D.:	Wetland 7	
Flag #'s:	WF 7-01 to 7-08	
Flag Location Method:	Site Sketch <input checked="" type="checkbox"/>	GPS (sub-meter) located <input checked="" type="checkbox"/>

WETLAND HYDROLOGY:

NONTIDAL

Intermittently Flooded <input type="checkbox"/>	Artificially Flooded <input checked="" type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input checked="" type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>
Permanently Saturated <input type="checkbox"/>	Seasonally Saturated – seepage <input checked="" type="checkbox"/>	Seasonally Saturated - perched <input type="checkbox"/>
Comments: Wetland 7 is a seep system that is confined by an existing access road to the south with no cross-drainage structure resulting in impounded flooding. As such, this wetland experiences both seasonal saturation from seepage and artificial/seasonal flooding.		

TIDAL

Subtidal <input type="checkbox"/>	Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>
Irregularly Flooded <input type="checkbox"/>		
Comments: None		

WETLAND TYPE:

SYSTEM:

Estuarine <input type="checkbox"/>	Riverine <input type="checkbox"/>	Palustrine <input checked="" type="checkbox"/>
Lacustrine <input type="checkbox"/>	Marine <input type="checkbox"/>	
Comments: None		

CLASS:

Emergent <input type="checkbox"/>	Scrub-shrub <input checked="" type="checkbox"/>	Forested <input checked="" type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input checked="" type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments: This wetland is dominated by mature hardwood forest with edge scrub/shrub from the existing access road intrusion.		

WATERCOURSE TYPE:

Perennial <input type="checkbox"/>	Intermittent <input type="checkbox"/>	Tidal <input type="checkbox"/>
Watercourse Name: None		
Comments: None		

Wetland Delineation Field Form (Cont.)

SPECIAL AQUATIC HABITAT:

Vernal Pool Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Potential <input type="checkbox"/>	Other <input type="checkbox"/>
Vernal Pool Habitat Type: None	
Comments: Depths of inundation were observed at less than 2 inches during the referenced inspection. Based on other evidence such as moss/water staining levels, it appears this feature does not sustain more than 2-4 inches of inundation throughout the year and as such, does not support hydrology for successful vernal pool breeding habitat.	

SOILS:

Are field identified soils consistent with NRCS mapped soils?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---------------------------------------------------------------	-----------------------------------------	-----------------------------

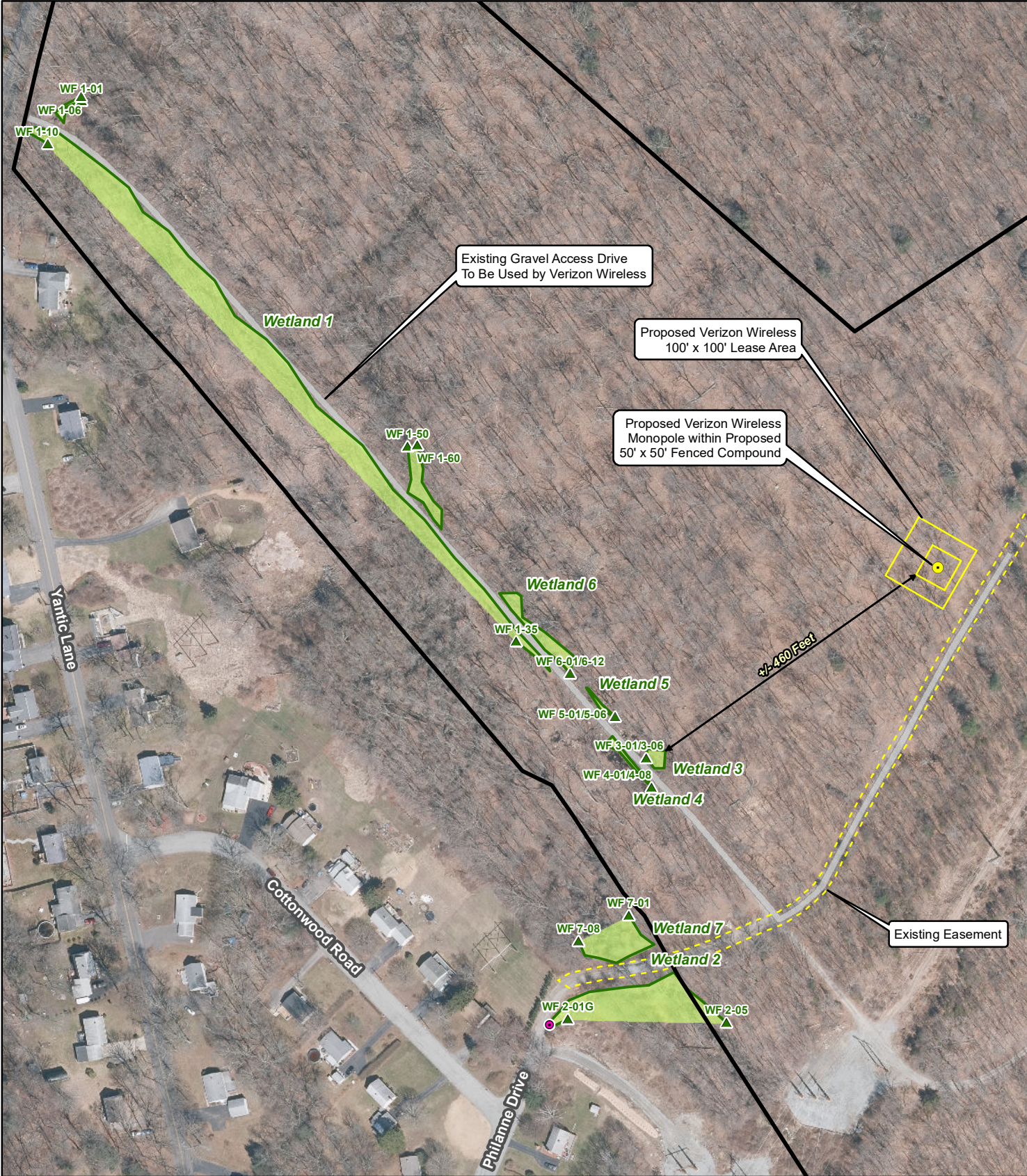
DOMINANT PLANTS:

Spicebush (<i>Lindera benzoin</i>)	Red Maple (<i>Acer rubrum</i>)
Multiflora Rose* (<i>Rosa multiflora</i>)	Winterberry (<i>Ilex verticillata</i>)

* denotes Connecticut Invasive Species Council invasive plant species

GENERAL COMMENTS:

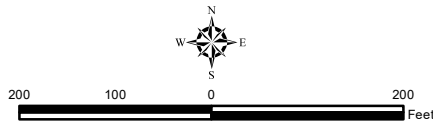
<p>Verizon Wireless proposes to construct a new 110-foot tall monopole tower and associated ground equipment to be located within a proposed 50-foot by 50-foot fenced compound area. Access is proposed off Yantic Lane following an existing dirt/gravel road. Utilities are proposed to follow existing underground utility route off Philanne Drive.</p> <p>Seven wetlands (Wetlands 1 - 7) are identified on the subject property located along the existing access road and utility route. Wetland 7 is located along the north side of the existing access road to be utilized by the utility corridor. This wetland drains south abutting up against the access road and utility run. This wetland is generally contiguous with the larger hillside seep system that is located west and receives drainage from Wetland 1.</p> <p>APT recommends that erosion and sedimentation controls be installed and maintained during construction in accordance with the 2002 Connecticut Guidelines for Soil Erosion and Sedimentation Control in order to protect nearby wetlands. Upon receipt of site plans, APT will review specifics of the proposed development activities and determine if additional wetland protection measures would be recommended to avoid potential adverse impact to nearby wetland resources.</p>



Legend

- Proposed Monopole
- Proposed Site Layout
- Existing Easement (By Others)/Proposed Utilities
- Existing Gravel Road (By Others)/Proposed Access
- Wetland Flag
- Approximate Wetland Area
- Delineated Wetland Boundary
- Existing Culvert (By Others)
- Subject Property

Map Notes:
 Base Map Source: 2019 Aerial Photograph (CTECO)
 Map Scale: 1 inch = 200 feet
 Map Date: April 2020



Wetland Inspection Map

Proposed Wireless Telecommunications Facility
 Norwich 4 CT
 110 Yantic Lane
 Norwich, Connecticut





Wetland Impact Assessment

July 1, 2020

Verizon Wireless
20 Alexander Drive
Wallingford, CT 06492

Re: Norwich 4 CT, 110 Yantic Lane, Norwich, CT
APT Job No: CT1418630

On behalf of Cellco Partnership d/b/a Verizon Wireless ("Verizon"), All-Points Technology Corporation, P.C. ("APT") performed an evaluation with respect to possible impact to wetland resources associated with the proposed referenced wireless communications facility ("Facility").

APT understands that Verizon proposes the construction of a new Facility on a 115-acre parcel at 110 Yantic Lane in Norwich, Connecticut ("Subject Property"). Verizon proposed to install a 110-foot tower within a 50-foot by 50-foot fenced compound within a 100-foot by 100-foot lease area in the central portion of the Subject Property.

In preparation of this wetland impact assessment, a project plan set titled Verizon Wireless Communications Facility, Site Name: Norwich 4 CT, 110 Yantic Lane, Norwich, CT 06360 prepared by On Air Engineering, LLC, dated 06/24/20, ("Project Site Plans") was reviewed.

Wetland Resources and Impact Analysis

Seven wetlands (Wetlands 1 - 7) are identified on the Subject Property located along the existing access road and utility route. For complete details of wetland resources identified on the Subject Property in proximity to proposed Facility activities, refer to the APT Wetland Inspection report dated September 8, 2016, latest revision date April 17, 2020, provided under separate cover.

The proposed Facility will not result in direct wetland impacts and the nearest wetland resource to the proposed communications facility compound is Wetland 3 located ± 460 feet to the southwest. Various wetland resources are located along existing gravel roads that provided access to the proposed Facility from either Yantic Lane or Philanne Drive. APT understands that utilities will be routed underground from existing service lines located on Philanne Drive and that vehicle access would be provided from the existing gravel road from Yantic Lane.

Erosion Control Protections: An Erosion and Sediment Control Plan has been designed in accordance with the *2002 Connecticut Guidelines for Soil Erosion and Sediment Control*, as detailed on the separately attached Project Site Plans. A variety of erosion and sedimentation controls will be employed to minimize erosion and avoid the transport of sediment to nearby wetland resource areas during the installation of underground utilities. APT understands that the existing gravel road from Yantic Lane can be generally used in its current condition but minor road surface improvements (i.e., minor surface grading to smooth out ruts, top dress road surface with gravel, tree trimming, etc.) may be required. Erosion and sedimentation controls have also been developed to accommodate these minor improvements to avoid temporary impacts to wetland resource areas located adjacent to this existing gravel road. Taken together, these controls represent an important element of the project to avoid and minimize short-term wetland impacts during construction.

Wetland Protection Program: As a result of the proposed project activity's close proximity to wetland resources, the following best management practices ("BMPs") are provided to avoid unintentional impact to these resources during construction activities. Complete details of the recommended BMPs are provided in Attachment 1. These BMPs have also been incorporated into the Project Site Plans to ensure the Contractor is fully aware of the project's environmentally sensitive setting; refer to Sheet No. C-3 of the separately attaches Project Site Plans.

A wetland scientist from APT experienced in compliance monitoring of construction activities will serve as the Environmental Monitor for this project to ensure that all erosion and sedimentation controls are initially installed to protect proximate wetlands, to perform environmental awareness training at the commencement of the project, and to ensure all aspects of the Wetland Protection Program are implemented and adhered to. The proposed wetland protection program consists of several components including: use of appropriate erosion control measures to control and contain erosion while avoiding/minimizing wildlife entanglement; periodic inspection and maintenance of erosion control measures; education of all contractors and sub-contractors prior to initiation of work on the site; protective measures; and, reporting.

Summary: A comprehensive suite of erosion and sedimentation control measures and wetland protection BMPs will be implemented during construction of the proposed Facility to prevent direct and indirect impacts to nearby wetland resources. Therefore, as a result of the proposed Facility being located at distance from the nearest wetland resource and various mitigation strategies employed for proposed activities in close proximity to wetlands, the proposed project will not result in a likely adverse impact to wetland resources.

Sincerely,
All-Points Technology Corporation, P.C.



Dean Gustafson
Senior Wetland Scientist

Enclosure

Attachment 1

Wetland Protection Plan

ENVIRONMENTAL NOTES

Wetland Protection Plan

As a result of the proposed development's location in the vicinity of wetlands, the following Best Management Practices ("BMPs") are recommended to avoid unintentional impact to wetland habitats during construction activities.

A wetland scientist from All-Points Technology Corp. ("APT") experienced in compliance monitoring of construction activities will serve as the Environmental Monitor for this project to ensure that the following BMPs are implemented properly. This protection program shall be implemented regardless of time of year the construction activities occur. All-Points Technology Corporation, P.C. ("APT") will serve as the Environmental Monitor for this project to ensure that wetland protection measures are implemented properly. The Contractor shall contact Dean Gustafson, Senior Wetland Scientist at APT, at least 5 business days prior to the pre-construction meeting. Mr. Gustafson can be reached by phone at (860) 552-2033 or via email at dgustafson@allpointstech.com.

The proposed wetland protection program consists of several components including: education of all contractors and sub-contractors prior to initiation of work on the site; use of appropriate erosion control measures to control and contain erosion while avoiding/minimizing wildlife entanglement; periodic inspection and maintenance of erosion controls for the purposes of ensuring protection of wetland resources; and, reporting.

1. Contractor Education:

- a. Prior to work on site and initial deployment/mobilization of equipment and materials, the Contractor shall attend an educational session at the pre-construction meeting with the Environmental Monitor. This orientation and educational session will consist of information stressing the environmentally sensitive nature of the project and proximity to wetland resources and the need to ensure their protection throughout the duration of the construction.
- b. The Environmental Monitor will also post caution signs throughout the project site and maintain them for the duration of construction to provide notice of the environmentally sensitive nature of the work area.
- c. The Contractor will be provided with the Environmental Monitor's cell phone and email contact information to immediately report any failures of erosion controls or releases of sediment into nearby wetlands.

2. Erosion and Sedimentation Controls

- a. Plastic netting with large mesh openings (> ¼") used in a variety of erosion control products (i.e., erosion control blankets, fiber rolls [wattles], reinforced silt fence) has been found to entangle wildlife, including reptiles, amphibians, birds and small mammals. No permanent erosion control products or reinforced silt fence will be used on the project. Temporary erosion control products that will be exposed at the ground surface represent a potential for wildlife entanglement will use either erosion control blankets and fiber rolls composed of processed fibers mechanically bound together to form a continuous matrix (netless) or netting with a mesh size <¼" such as that typically used in compost filter socks to avoid/minimize wildlife entanglement.
- b. Installation of erosion and sedimentation controls, required for erosion control compliance, shall be performed by the Contractor following clearing activities and prior to any earthwork

in accordance with the project site plans. The Environmental Monitor will inspect the work zone area prior to and following erosion control barrier installation to ensure it has been satisfactorily installed prior to the initiation of earthwork.

- c. The Contractor shall have additional erosion and sedimentation controls should field conditions warrant extending the controls as recommended by the Environmental Monitor.
- d. In addition to required daily inspection by the Contractor, the erosion and sedimentation controls will be inspected by the Contractor for tears or breaches in the fabric following installation and following storm events that produce a discharge. Inspections will be conducted periodically by the Environmental Monitor throughout the course of the construction project.
- e. All erosion control measures shall be removed within 30 days of completion of work and permanent stabilization of site soils. If fiber rolls/wattles, straw bales, or other natural material erosion control products are used, such devices will not be left in place to biodegrade and shall be promptly removed after soils are stable so as not to create a barrier to migrating wildlife. Seed from seeding of soils shall not be spread over fiber rolls/wattles as it makes them harder to remove once soils are stabilized by vegetation.

3. Petroleum Materials Storage and Spill Prevention

- a. Certain precautions are necessary to store petroleum materials, refuel and contain and properly clean up any inadvertent fuel or petroleum (i.e., oil, hydraulic fluid, etc.) spill due to the project's location in proximity to sensitive wetland resources.
- b. A spill containment kit consisting of a sufficient supply of absorbent pads and absorbent material will be maintained by the Contractor at the construction site throughout the duration of the project. In addition, a waste drum will be kept on site to contain any used absorbent pads/material for proper and timely disposal off site in accordance with applicable local, state, and federal laws.
- c. The following petroleum and hazardous materials storage and refueling restrictions and spill response procedures will be adhered to by the Contractor.
 - i. Petroleum and Hazardous Materials Storage and Refueling
 - 1. Refueling of vehicles or machinery shall take place on an impervious pad with secondary containment designed to contain fuels.
 - 2. Any refueling drums/tanks or hazardous materials that must be kept on site shall be stored on an impervious surface utilizing secondary containment a minimum of 100 feet from wetlands or watercourses.
 - ii. Initial Spill Response Procedures
 - 1. Stop operations and shut off equipment.
 - 2. Remove any sources of spark or flame.
 - 3. Contain the source of the spill.
 - 4. Determine the approximate volume of the spill.
 - 5. Identify the location of natural flow paths to prevent the release of the spill to sensitive nearby waterways or wetlands.
 - 6. Ensure that fellow workers are notified of the spill.
 - iii. Spill Clean Up & Containment
 - 1. Obtain spill response materials from the on-site spill response kit.

- Place absorbent materials directly on the release area.
2. Limit the spread of the spill by placing absorbent materials around the perimeter of the spill.
 3. Isolate and eliminate the spill source.
 4. Contact the appropriate local, state and/or federal agencies, as necessary.
 5. Contact a disposal company to properly dispose of contaminated materials.

iv. Reporting

1. Complete an incident report.
2. Submit a completed incident report to local, state, and federal agencies, as required.

4. Reporting

- a. Inspection reports (brief narrative and applicable photos) will be prepared by the Environmental Monitor documenting each inspection and submitted to the Permittee for compliance verification. Any non-compliance observations of erosion control measures or evidence of erosion or sediment release will be immediately reported to the Permittee and its Contractor and included in the reports.
- b. Any incidents of significant release of sediment or other materials into wetland resource areas shall be reported by the Permittee within 24 hours to the Connecticut Siting Council.
- c. Any observations of rare species will be reported to the Connecticut Department of Energy and Environmental Protection's Natural Diversity Data Base Program.
- d. Following completion of the project, a summary report will be prepared by the Environmental Monitor documenting compliance with the Wetland Protection Plan and submitted to the Permittee, who shall submit a copy to the Connecticut Siting Council.



PRELIMINARY HISTORIC RESOURCES DETERMINATION

May 15, 2020

**Verizon Wireless
20 Alexander Drive
Wallingford, Connecticut 06492**

**Re: Proposed Telecommunications Facility
110 Yantic Lane
Norwich, Connecticut**

On behalf of Verizon Wireless, All-Points Technology Corporation, P.C. ("APT") performed an evaluation with respect to the proposed Facility's potential effects on historic resources proximate to the referenced project site.

APT completed an independent review of the National Register of Historic Places ("NRHP") and SHPO files to determine if any listed sites, or sites eligible for listing, are located proximate to the Site. The results of our review revealed that no such resources are located within one-half mile of the site.¹ Further, no state-registered sites are located proximate to the project site. A cultural resource screening map is provided as an attachment to this memorandum.

As part of its obligations for compliance with the National Environmental Policy Act ("NEPA"), Verizon Wireless will be submitting required documentation to the State Historic Preservation Office ("SHPO") for this agency's review and determination. The SHPO submission will be prepared by a qualified architectural historian that meets criteria developed by the Secretary of the Interior. That process has not yet been initiated.

Based on our research, it is APT's opinion that the proposed Facility would have no effect on historic properties listed or eligible for listing on the NRHP.

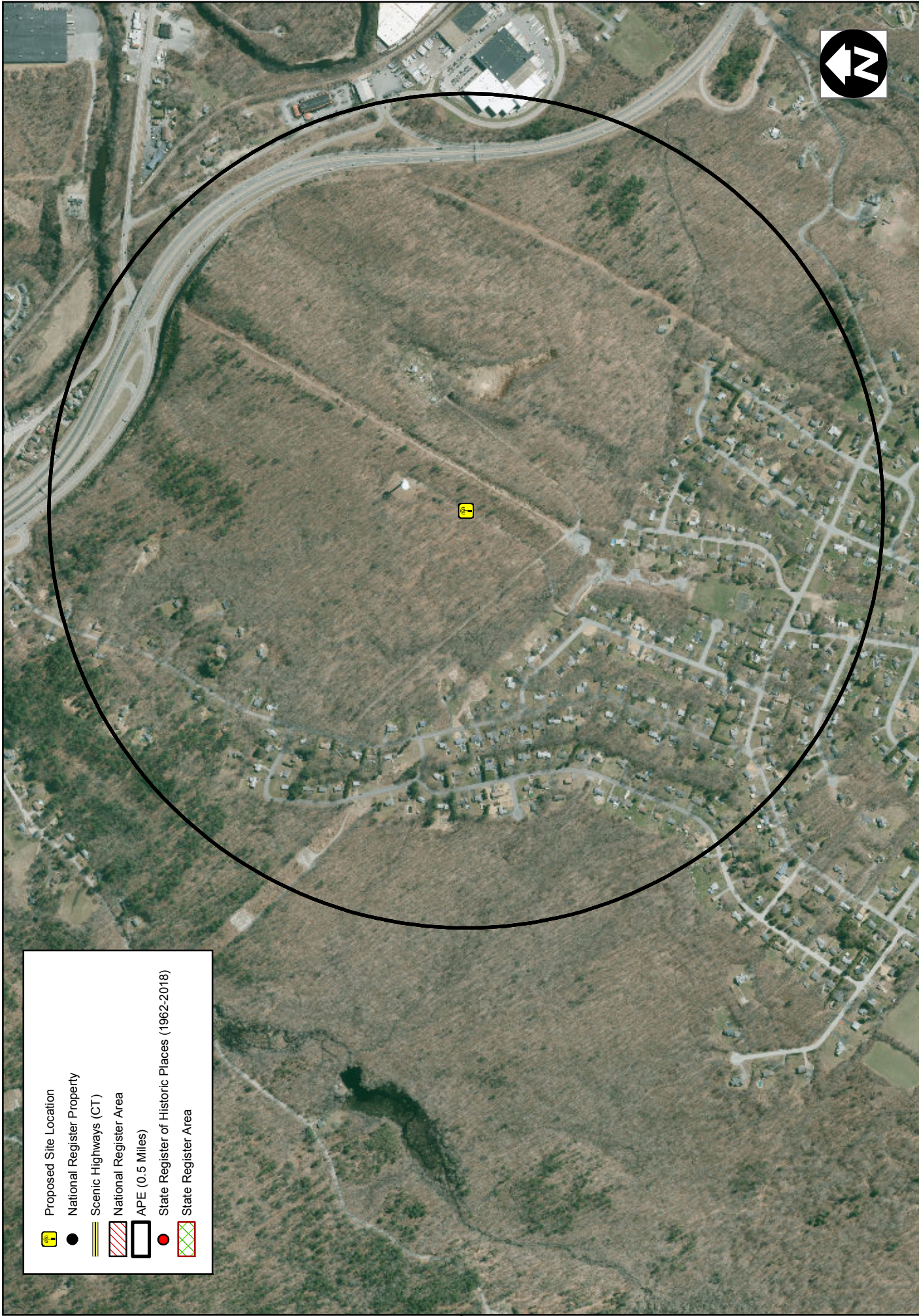
Sincerely,








Brian Gaudet
Project Manager

Attachment

¹ For towers under 200 feet tall, the Area of Potential Effect ("APE") has been established at 0.5 mile. This distance represents the APE established cooperatively by the Federal Communications Commission, Advisory Council on Historic Preservation and the National Conference of State Historic Preservation Officers.

Cultural Resource Screening Map



-  Proposed Site Location
-  National Register Property
-  Scenic Highways (CT)
-  National Register Area
-  APE (0.5 Miles)
-  State Register of Historic Places (1962-2018)
-  State Register Area

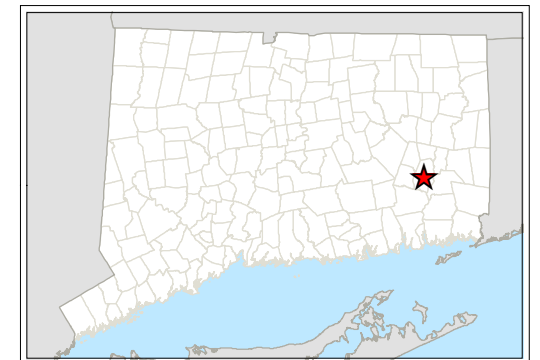
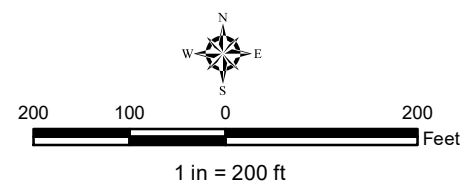
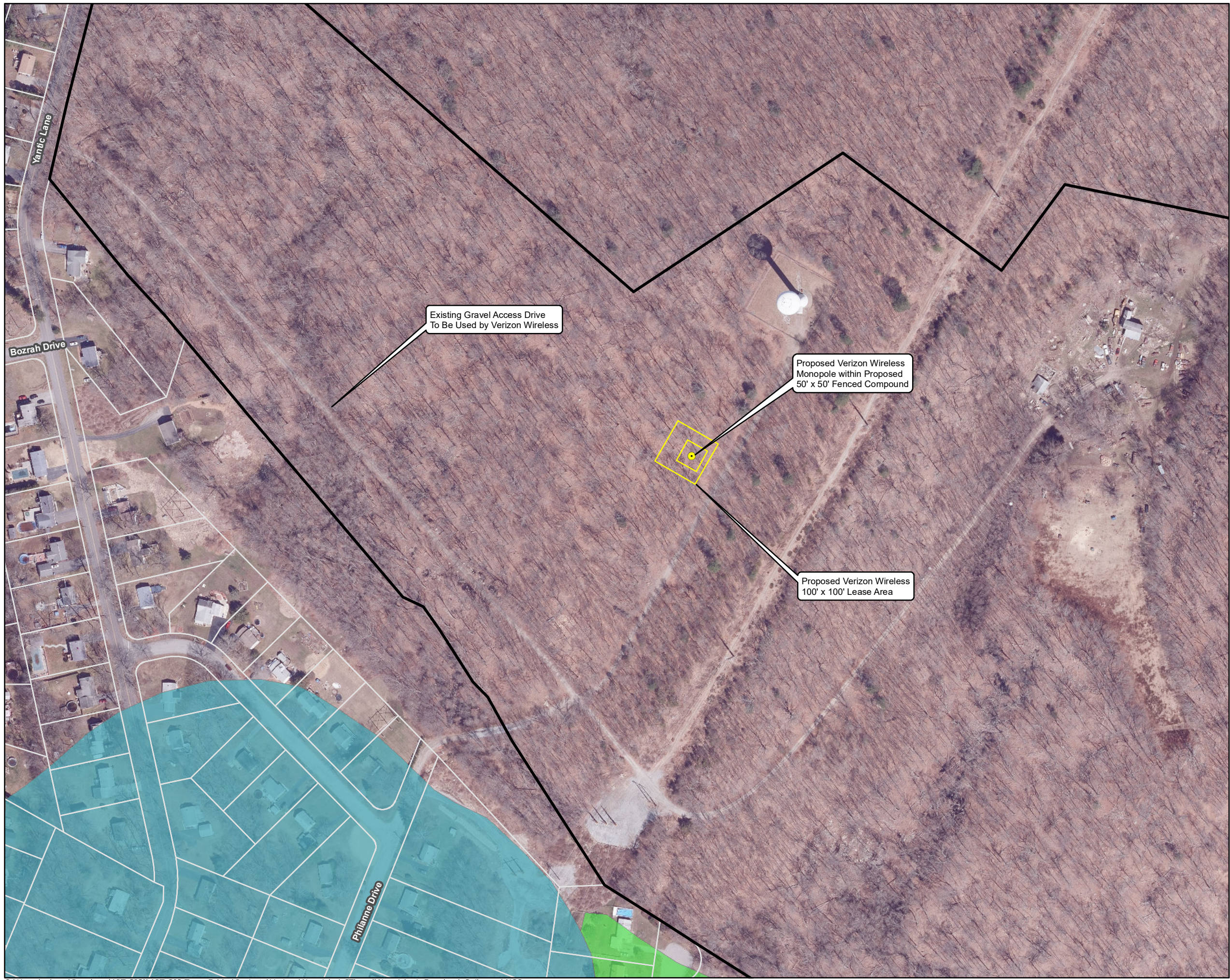


Farmland Soils
Proposed Wireless Telecommunications Facility
Norwich 4 CT
110 Yantic Lane
Norwich, Connecticut



Legend

- Proposed Monopole
- Proposed Site Layout
- Subject Property
- Approximate Parcel Boundary (CTDEEP GIS)
- Prime Farmland Soils
- Statewide Important Farmland Soils



Map Sources:
 Ortho Base Map: CTECO 2019 Aerial Imagery
 CTDEEP's data library (<http://www.ct.gov/deep>)
 Data layers are maintained and updated by CTDEEP and represent the most recent publications.
 Map Date: February 2020

Site Name: Norwich 4 CT
 Cumulative Power Density

Operator	Operating Frequency (MHz)	Number of Trans.	ERP Per Trans. (watts)	Total ERP (watts)	Distance to Target (feet)	Calculated Power Density (mW/cm ²)	Maximum Permissible Exposure* (mW/cm ²)	Fraction of MPE (%)
VZW CBRS	3600	0		0	110	0.0000	2.4	0.00%
VZW PCS	1970	4	1526	6104	110	0.1814	1.0	18.14%
VZW Cellular	869	0		0	110	0.0000	0.5793333333	0.00%
VZW Cellular	880	4	381	1524	110	0.0453	0.5866666667	7.72%
VZW AWS	2145	4	1494	5976	110	0.1776	1.0	17.76%
VZW 700	746	4	628	2512	110	0.0747	0.4973333333	15.01%

Total Percentage of Maximum Permissible Exposure

58.63%

*Guidelines adopted by the FCC on August 1, 1996, 47 CFR Section 1.13101 based on NCRP Report 86, 1986 and generally on ANSI/IEEE C95.1-1992

MHz = Megahertz

mW/cm² = milliwatts per square centimeter

ERP = Effective Radiated Power

Absolute worst case maximum values used, including the following assumptions:

1. closest accessible point is distance from antenna to base of pole;
2. continuous transmission from all available channels at full power for indefinite time period; and,
3. all RF energy is assumed to be directed solely to the base of the pole.

National Flood Hazard Layer FIRMette



41°33'22.23"N

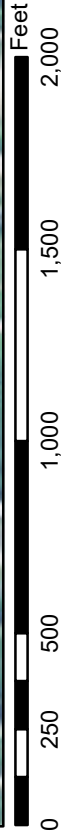
72°7'51.44"W



USGS The National Map: Orthoimagery, Data refreshed April, 2019.

41°32'55.31"N

1:6,000



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth
Zone AE, AO, AH, VE, AR
- Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Zone X

Future Conditions 1% Annual Chance Flood Hazard
Zone X

OTHER AREAS OF FLOOD HAZARD

- Area with Reduced Flood Risk due to Levee. See Notes.
Zone X
- Area with Flood Risk due to Levee
Zone D

NO SCREEN
Zone X

Effective LOMRs
Zone D

Area of Minimal Flood Hazard
Zone X

Area of Undetermined Flood Hazard
Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

OTHER FEATURES

Digital Data Available

No Digital Data Available

Unmapped

MAP PANELS



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/20/2020 at 12:26:06 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

72°7'13.99"W

KENNETH C. BALDWIN

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
kbaldwin@rc.com
Direct (860) 275-8345

Also admitted in Massachusetts
and New York

April 14, 2020

Via Certificate of Mailing

Anna Alfiero
48 Bayberry Hill Road
Norwich, CT 06360

Re: **PUBLIC INFORMATION MEETING NOTICE**
Cellco Partnership d/b/a Verizon Wireless – Proposed Telecommunications Facility
at 110 Yantic Lane, Norwich, Connecticut

Dear Ms. Alfiero:

Cellco Partnership d/b/a Verizon Wireless (“Cellco”) will host a **Public Information Meeting on Thursday, April 30, 2020, at 7:00 p.m.** to discuss its plans to construct a new wireless telecommunications facility on property at 110 Yantic Lane in Norwich (the “Property”).

Due to the current State of Emergency, this meeting will be held via Teleconference. Dial-in Information for the teleconference is provided below.

Dial-In: 669-900-6833
Pass Code: 860-275-8345#

The proposed telecommunications facility would be located in the southerly portion of the Property near the existing Norwich Public Utilities water tank. At this site, Cellco proposes to construct a 110-foot monopole tower within a fenced compound. Cellco’s antennas, remote radio heads and related equipment will be located at the top of the new tower. Additional equipment, a propane-fueled backup generator and a 1,000 gallon propane fuel tank will all be located near the base of the tower.

April 14, 2020

Page 2

The proposed telecommunications facility is under the exclusive jurisdiction of the Connecticut Siting Council (“Council”) pursuant to the provisions of the Public Utilities and Environmental Standards Act, Conn. Gen. Stat. § 16-50g et seq. The Public Information Teleconference Meeting is intended to provide the general public with information about the proposal prior to Cellco’s filing of an application with the Council. Technical information regarding the proposed telecommunications facility is attached to this letter.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth C. Baldwin", with a long horizontal flourish extending to the right.

Kenneth C. Baldwin

KCB/kmd
Attachment

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

**PUBLIC INFORMATION MEETING
ABUTTERS' LIST**

110 YANTIC LANE, NORWICH, CT

	<u>Property Address</u>	<u>Owner and Mailing Address</u>
1.	86 Yantic Lane	Jeffrey M. McIntyre 86 Yantic Lane Norwich, CT 06360
2.	80 Yantic Lane	Edward G. and Sanea Morrison 80 Yantic Lane Norwich, CT 06360
3.	74 Yantic Lane	Kyle Shirk 74 Yantic Lane Norwich, CT 06360
4.	Yantic Lane (Rear)	Connecticut Department of Transportation 2800 Berlin Turnpike Newington, CT 06111
5.	51 Lornadale Drive	Edmund and Gail Roderick, Jr. 51 Lornadale Drive Norwich, CT 06360
6.	44 Bayberry Hill Road	Janet Stone 44 Bayberry Hill Road Norwich, CT 06360
7.	48 Bayberry Hill Road	Anna Alfiero 48 Bayberry Hill Road Norwich, CT 06360
8.	10 Fruitwood Drive	Robert and Constance Labrie 10 Fruitwood Drive Norwich, CT 06360
9.	8 Fruitwood Drive	Arjune Somaroo 8 Fruitwood Drive Norwich, CT 06360

	<u>Property Address</u>	<u>Owner and Mailing Address</u>
10.	6 Fruitwood Drive	James E. Salls 6 Fruitwood Drive Norwich, CT 06360
11.	2 Fruitwood Drive	Matthew W. LaFlash 2 Fruitwood Drive Norwich, CT 06360
12.	34 Beechwood Boulevard	Raymond A. Lathrop 34 Beechwood Boulevard Norwich, CT 06360
13.	132 Yantic Lane	Ronald and Nora Brine 132 Yantic Lane Norwich, CT 06360
14.	114 Yantic Lane	Paul B. Oneal 114 Yantic Lane Norwich, CT 06360
15.	109 Yantic Lane	Donald and Patricia Exley 109 Yantic Lane Norwich, CT 06360
16.	105 Yantic Lane	Jeffrey and Janet Heck 105 Yantic Lane Norwich, CT 06360
17.	101 Yantic Lane	Michael J. Beck 101 Yantic Lane Norwich, CT 06360
18.	95 Yantic Lane	Stephen and Brooke Chesney 95 Yantic Lane Norwich, CT 06360
19.	87 Yantic Lane	Estate of Venkata R. Appadwedula 87 Yantic Lane Norwich, CT 06360

PUBLIC INFORMATION MEETING NOTICE

Cellco Partnership d/b/a Verizon Wireless (“Cellco”) will host a Public Information Meeting (“PIM”) regarding its plans to construct a wireless telecommunications facility in the southerly portion of a 115-acre parcel of land at 110 Yantic Lane in Norwich, Connecticut.

Cellco proposes to construct a 110-foot monopole tower and install associated equipment cabinets and a propane-fueled backup generator within a 50’ x 50’ fenced compound. A propane fuel tank will also be located in the facility compound. Cellco’s antennas and remote radio heads would be located at the top of the tower. The tower and compound would be available to be shared by other wireless carriers and the Town’s emergency service providers, if a need exists. The telecommunications facility described above is under the exclusive jurisdiction of the Connecticut Siting Council pursuant to the provisions of Section 16-50g et seq. of the General Statutes.

Pursuant to the Governor’s recent Executive Orders, we will hold the PIM via teleconference on Thursday, April 30, 2020, at 7:00 p.m.

If you would like to receive technical information about the proposal and/or participate in the April 30, 2020 PIM teleconference, please contact Kenneth C. Baldwin, Esq., Robinson & Cole LLP, 280 Trumbull Street, Hartford, CT 06103 at (860) 275-8345 or kbaldwin@rc.com.

* Federal Airways & Airspace *
* Summary Report: New Construction *
* . Antenna Structure *
*

Airspace User: Not Identified
File: NORWICH_4_CT
Location: Norwich, CT
Latitude: 41°-33'-8.5" Longitude:
72°-7'-33.2"
SITE ELEVATION AMSL.....390 ft.
STRUCTURE HEIGHT.....110 ft.
OVERALL HEIGHT AMSL.....500 ft.

NOTICE CRITERIA

- FAR 77.9(a): NNR (DNE 200 ft AGL)
- FAR 77.9(b): NNR (DNE Notice Slope)
- FAR 77.9(c): NNR (Not a Traverse Way)
- FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for IJD
- FAR 77.9: NNR (No Expected TERPS® impact GON)
- FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required
NNR = Notice Not Required
PNR = Possible Notice Required (depends upon actual IFR procedure)
For new construction review Air Navigation Facilities at

bottom
of this report.

Notice to the FAA is not required at the analyzed location and height
for
slope, height or Straight-In procedures. Please review the 'Air
Navigation'
section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS

- FAR 77.17(a)(1): DNE 499 ft AGL
- FAR 77.17(a)(2): DNE - Airport Surface
- FAR 77.19(a): DNE - Horizontal Surface
- FAR 77.19(b): DNE - Conical Surface
- FAR 77.19(c): DNE - Primary Surface
- FAR 77.19(d): DNE - Approach Surface
- FAR 77.19(e): DNE - Approach Transitional Surface

Altitude	Station	Type	Frequency	Power	Channel	Offset	State	Location
.31	ORW	VOR/DME	I	110.0	87.53	34671	+190	CT NORWICH
.34	GON	VOR/DME	R	110.8	165.96	83381	+491	CT GROTON
-.17	HFD	VOR/DME	R	114.9	285.8	119749	-349	CT HARTFORD
FRANCIS	PVD	RADAR	I	2735.	66.77	156720	-66	RI THEODORE
-.05	PUT	VOR/DME	R	117.4	27.54	165791	-152	CT PUTNAM
.09	MAD	VOR/DME	R	110.4	240.58	177956	+284	CT MADISON
.13	PVD	VOR/DME	R	115.6	71.55	200377	+451	RI PROVIDENCE
.11	SEY	VOR/DME	R	117.8	133.08	206047	+400	RI SANDY POINT
.07	BDL	RADAR	I		313.00	207064	+264	CT BRADLEY INTL
.09	BDL	VORTAC	D	109.0	312.87	208886	+340	CT BRADLEY

CFR Title 47, §1.30000-§1.30004

AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.

Movement Method Proof as specified in §73.151(c) is not required. Please review 'AM Station Report' for details.

Nearest AM Station: WICH @ 4200 meters.

Airspace® Summary Version 20.5.564

AIRSPACE® and TERPS® are registered ® trademarks of Federal Airways & Airspace®
 Copyright © 1989 - 2020

06-24-2020
 09:29:33

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 31st day of March 2017, between Robert W. Larsen, with an address of 11 McClellan Avenue, Norwich, Connecticut 06360, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 110 Yantic Lane, Norwich, Connecticut (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately ten thousand (10,000) square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE receives a building permit for the installation of LESSEE's communications equipment.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of _____ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 11 McClellan Drive, Norwich, Connecticut 06360 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). The annual rental for each year after the first year of the initial term shall be equal to of the annual rental for the immediately preceding year.

(d). As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of which shall be considered additional rent for the Premises. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twenty (20) foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. LESSEE at its own cost and expense, will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. LESSOR shall maintain commercial general liability insurance, at its own cost and expense. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (860) 917-6021, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and

conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Mr. Robert W. Larsen
11 McClellan Avenue
Norwich, Connecticut 06360

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar

tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Kelby A. Cunliffe

WITNESS

Robert W. Larsen
Robert W. Larsen

Date: 3-10-17

LESSEE:

Ash Duffield

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: Andrew W. Allen
Andrew W. Allen

Its: Director Network Field Engineering

Date: 3/31/17

EXHIBIT "A"

DESCRIPTION OF PROPERTY

A certain piece or parcel of land located in the Town of Norwich, County of New London and State of Connecticut and more particularly described as follows:

FIRST TRACT: A certain tract of land with buildings thereon bounded northwesterly by the second tract hereinafter described and land of Jabez Bailey; northeasterly by said Bailey land; southeasterly by land formerly of Everett Rogers; and southwesterly by land of Stanton Brown, Peter Wilson and land formerly of Clinton Rogers, containing fifty acres more or less.

SECOND TRACT: Is situated southeasterly of said first tract bounded northwesterly by Wauwecus Hill Road; northeasterly by land of the Millbrook Woolen Mills, Inc. and Jabez Bailey; southeasterly by the above described first tract of land; and southwesterly by land formerly of W. Backus and Peter Nawrocki.

There is excepted from the above described tracts the following parcels:

Warranty Deed conveying a parcel to Everett M. Rogers from Horace E. Howe dated April 30, 1938 and record in Volume 212, Page 422 of the Norwich Land Records.

Warranty Survivorship Deed conveying a parcel to Burtis Larsen and Alice Larsen from Jennie Larsen, dated July 28, 1961 and recorded in Volume 312, Page 678 of the Norwich Land Records.

Warranty Survivorship Deed conveying a parcel to Burtis Larsen and Alice Larsen from Jennie Larsen dated June 8, 1964 and recorded in Volume 327, Page 570 of the Norwich Land Records.

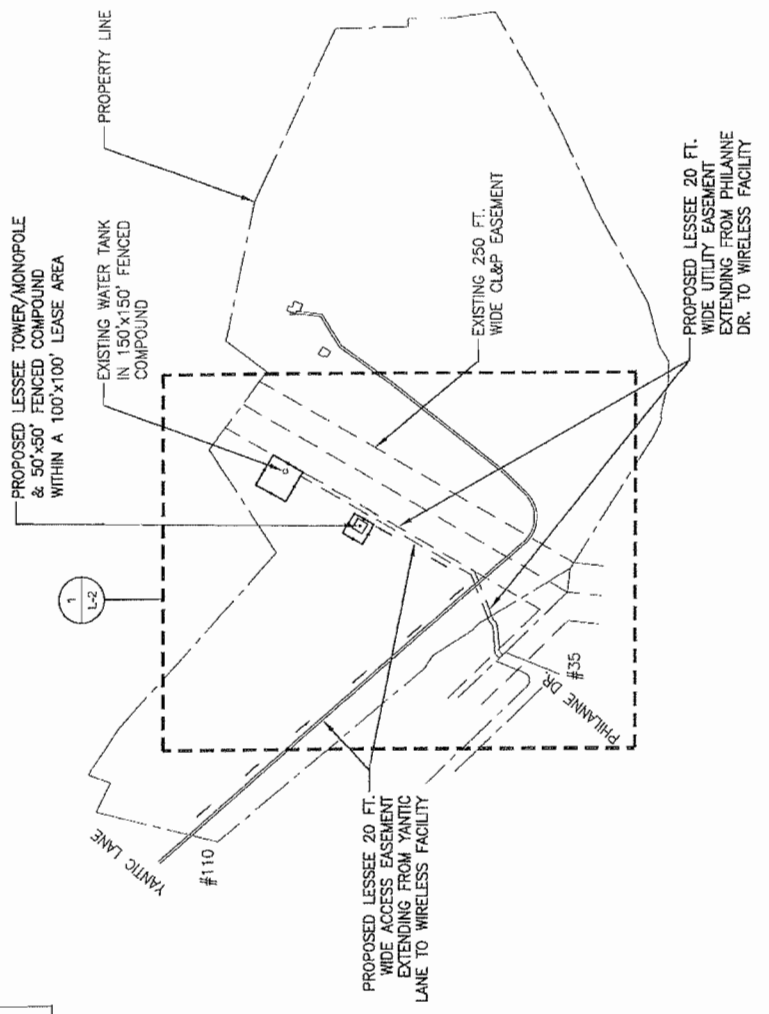
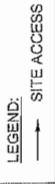
EXHIBIT "B"

See Attached Lease Exhibit Sheets L-1, L-2 and L-3

LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

SITE COORDINATES: LAT.: 41° 33' 08.50" N
 (BASED ON GOOGLE EARTH) LNG.: 72° 07' 33.20" W
GROUND ELEVATION: 395± A.M.S.L.
 (BASED ON GOOGLE EARTH)



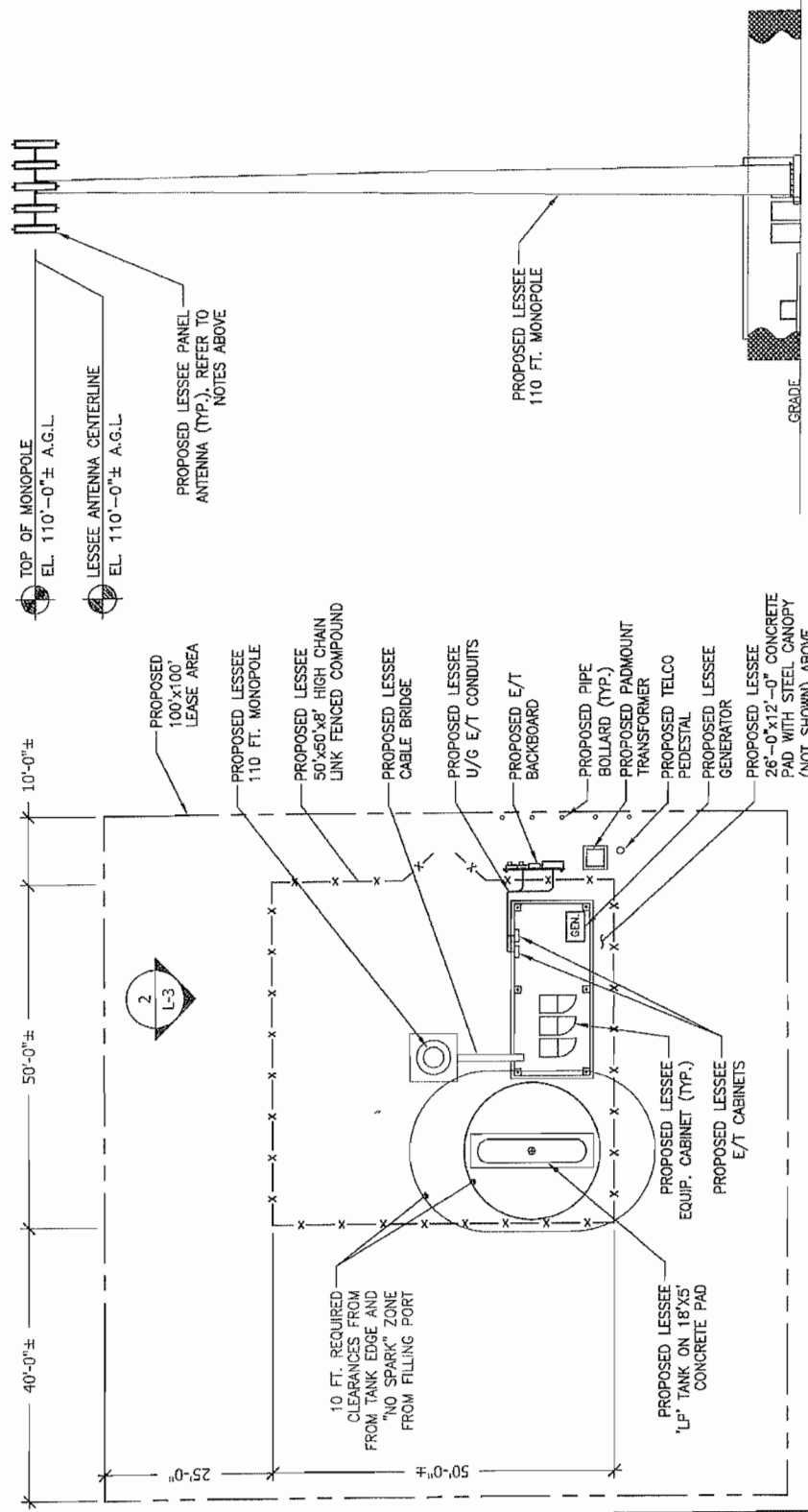
1
 L-1
 SCALE: 1" = 500'-0"
 APPROXIMATE NORTH

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LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

- NOTES:**
1. THE PROPOSED LESSEE ANTENNA INSTALLATION TO CONSIST OF (3) SECTORS OF (5) PANEL ANTENNAS EACH FOR UP TO (15) PANEL ANTENNAS TOTAL AND ASSOCIATED APPURTENANCES.
 2. DESIGN SHOWN IS PRELIMINARY AND SUBJECT TO STRUCTURAL EVALUATION & ANALYSIS.
 3. POWER & TELCO UTILITIES SHALL BE ROUTED FROM EXISTING DEMARCS ON-SITE. FINAL ROUTING TO BE DETERMINED DURING THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT.
 4. EQUIPMENT PAD, CABINET SIZES, LAYOUT, ETC. AND OTHER ITEMS NOTED WITHIN THE LESSEE COMPOUND ARE SUBJECT TO CHANGE AT ANY TIME.



1 COMPOUND PLAN
Scale: 1/16" = 1'-0"
APPROXIMATE NORTH

2 NORTH ELEVATION
Scale: N.T.S.

<p>WIRELESS COMMUNICATIONS FACILITY</p> <p>99 EAST RIVER DRIVE EAST HARTFORD, CT 06108</p> <p>On Air Engineering, LLC 185 S. Main Street Cold Spring, NY 10516 (315) 456-4624 onair@openinfratech.net</p>																	
<p>FOR THIS PROJECT, ALL DIMENSIONS FOR THIS PLAN AND ALL DIMENSIONS FOR ALL RELATED SHEETS ARE SHOWN "NOT TO SCALE"</p>																	
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