



October 28, 2024

Melanie Bachman, Esq.  
Executive Director  
Connecticut Siting Council  
Ten Franklin Square  
New Britain, CT 06051

**RE: Confirmation of Maintenance for the tower facility located at 36 Ritch Avenue in Greenwich, CT  
ATC Tower # 414240 Byram Park CT / Docket No. 414**

Pursuant to an agreement dated March 27, 2015, Cellco Partnership d/b/a Verizon Wireless entered into a Master Prepaid Lease with ATC Sequoia LLC (a wholly owned subsidiary of American Tower Corporation, hereafter "American Tower" and "Tower Manager") for the purpose of American Tower managing, operating, and maintaining the tower facility located at 36 Ritch Road in Greenwich, CT (the "Tower Facility") in accordance with the Council's final approval. The Siting Council approved the construction of the Facility in December of 2011 in Docket No. 414.

We received notice of the Council's Enforcement Action on October 2<sup>nd</sup>, 2024. In order to ensure that future maintenance concerns do not arise at the Tower Facility, American Tower is providing this letter as confirmation of our maintenance schedule for the Tower Facility. The Tower Facility and site shall be operated and maintained in compliance with all applicable ordinances and in compliance with any other required approval through our regular maintenance program. American Tower will periodically inspect the property every six months and maintain the Tower Facility and the area between the neighbor at 52 Ritch Road and our compound, ensuring any weeds and debris are removed and that the decorative ground cover is maintained.

In case any issues are encountered, please contact the American Tower Network Operations Center ("ATC NOC") at (877) 518-6937.

Should you have any questions on the above, do not hesitate to contact Robert Karam at (781) 926-7161 or [Robert.Karam@AmericanTower.com](mailto:Robert.Karam@AmericanTower.com).

Signature of Tower Manager:

ATC Sequoia LLC

By: Robert Karam, Supervising Attorney, for ATC Sequoia LLC

KENNETH C. BALDWIN

One State Street  
Hartford, CT 06103  
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Also admitted in Massachusetts  
and New York

October 23, 2024

Melanie Bachman, Esq.  
Executive Director  
Connecticut Siting Council  
Ten Franklin Square  
New Britain, CT 06051

**RE: DOCKET NO. 414 – Cellco Partnership d/b/a Verizon Wireless Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications facility located at 36 Ritch Avenue, Greenwich, Connecticut**

**Request to Modify the Siting Council’s October 2, 2024 Notice of Enforcement Action**

Dear Attorney Bachman

As you are aware, Cellco Partnership d/b/a Verizon Wireless (“Verizon”) is the Certificate holder for the existing telecommunications facility at 36 Ritch Avenue in Greenwich, Connecticut (the “Facility”). The Siting Council approved the construction of the Facility in December of 2011 in Docket No. 414.

Pursuant to an agreement dated March 27, 2015, Cellco Partnership d/b/a Verizon Wireless entered into a Master Prepaid Lease with ATC Sequoia LLC (a wholly owned subsidiary of American Tower Corporation, hereafter “American Tower”) for the purpose of American Tower managing, operating, and maintaining the Tower Facility at 36 Ritch Road in Greenwich, CT in accordance with the Council’s final approval.

Earlier this year, the Council received an email from the owner of the adjacent parcel at 52 Ritch Avenue expressing concern for the maintenance of the Facility, in particular, vegetative management within the Facility compound adjacent to his property. Verizon immediately notified American Tower of these concerns and asked that they be rectified. We regret that the site has not

been maintained to an acceptable standard and American Tower has assured us that it will take full responsibility for the cost to remedy this situation.

According to information Verizon received from American Tower, a site maintenance contractor began work this week removing the overgrown ground cover vegetation. American Tower has provided Verizon with a few progress photographs for your review. *See Exhibit A.* American Tower has also assured us that it will be implementing a more rigorous site maintenance plan which includes greater vigilance and more frequent visits to the Facility to ensure that these problems do not occur again. American Tower has confirmed that it will submit its site maintenance plan by October 31, 2024.

In light of the ongoing maintenance activity at the Facility and American Tower's commitment to execute a more robust maintenance plan for the Facility going forward, Verizon respectfully requests that the Council's October 2, 2024 Enforcement Action be modified as follows: Upon receipt of notice from American Tower that all Facility maintenance activities have been completed, including photo-documentation of post-maintenance conditions and the submission of a prospective Facility Maintenance Plan, the Council's enforcement action shall be deemed termination and the imposition of fines and penalties is suspended.

Thank you in advance for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth C. Baldwin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenneth C. Baldwin



**Exhibit A**



ORIGIN ID:BEDA (781) 926-7161  
ROBERT KARAM  
AMERICAN TOWER CORP  
10 PRESIDENTIAL WAY  
WOBURN, MA 01801  
UNITED STATES US

SHIP DATE: 29OCT24  
ACTWGT: 1.00 LB  
CAD: 8098817/INET4535

BILL SENDER

TO **MELANIE BACHMAN, ESQ.**  
**CONNECTICUT SITING COUNCIL**  
**TEN FRANKLIN SQ.**

58CJ6/2D2B/C6C4

**NEW BRITAIN CT 06051**

(781) 926-7100

REF:

PO:

DEPT:



J244024091001uv

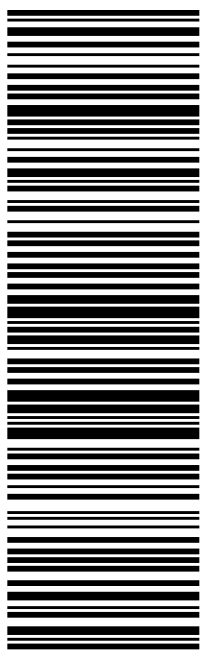
TRK# 0201 7796 0172 0430

WED - 30 OCT 5:00P  
STANDARD OVERNIGHT

**EBBDLA**

06051

CT-US BDL



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