

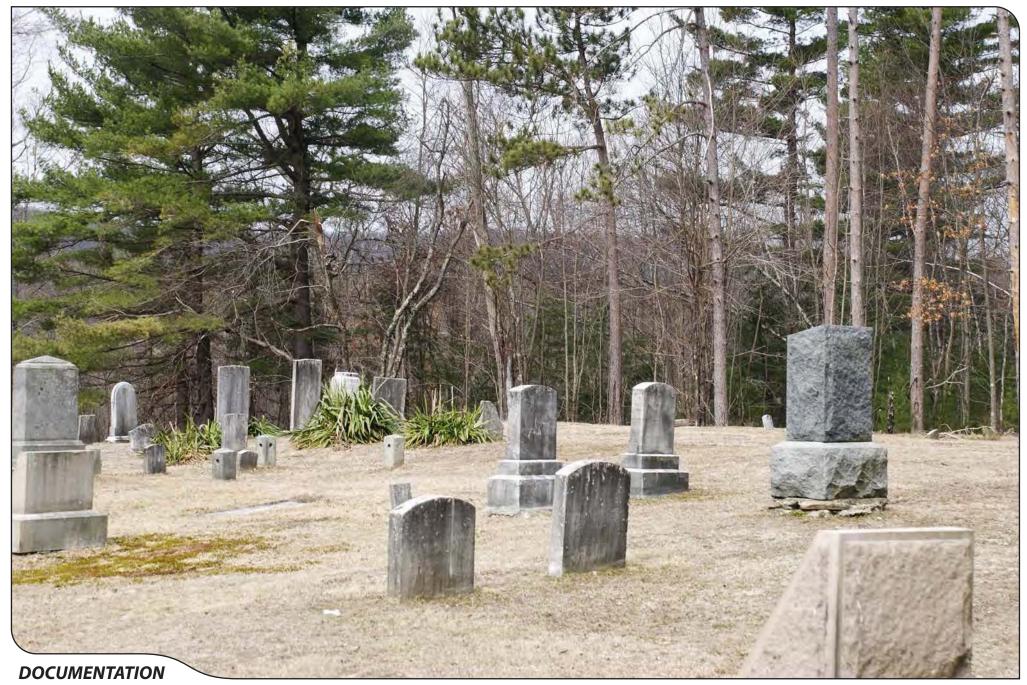
РНОТО	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
11	ADJACENT TO #3 FOX GLENN ROAD (24mm focal length)	SOUTHEAST	+/- 0.20 MILE	NOT VISIBLE





РНОТО	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
12	FOX GLENN ROAD (35mm focal length)	SOUTHEAST	+/- 0.25 MILE	NOT VISIBLE





РНОТО	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
13	LAMSON CEMETERY	NORTHWEST	+/- 1.20 MILES	NOT VISIBLE





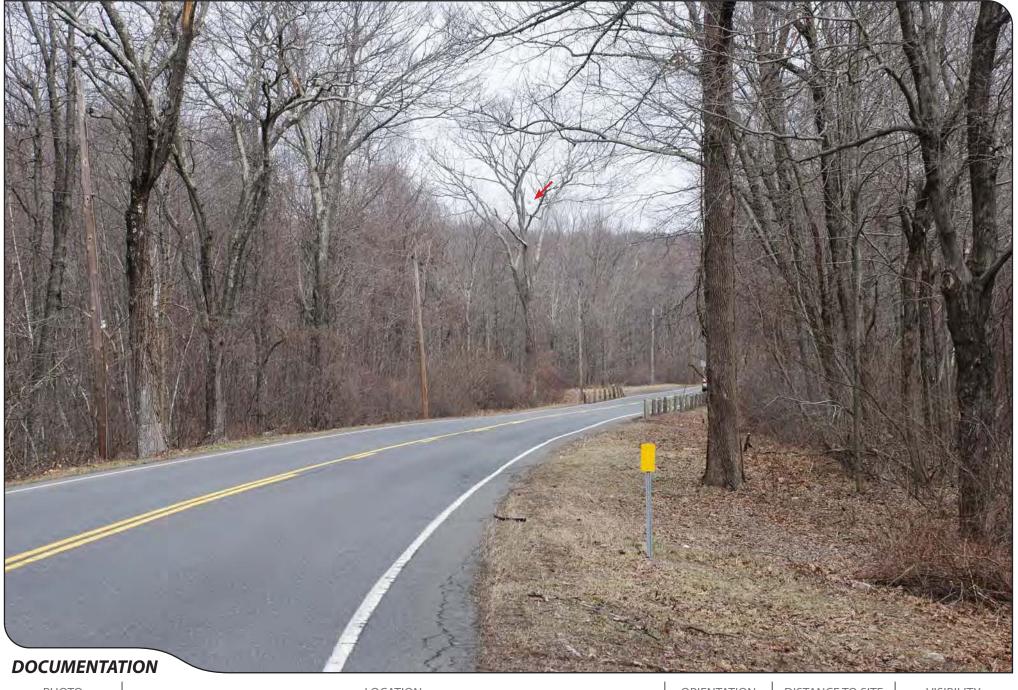
рното	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
14	ROUTE 69 AT LAMSON CEMETERY (35mm focal length)	NORTHWEST	+/- 1.19 MILES	NOT VISIBLE





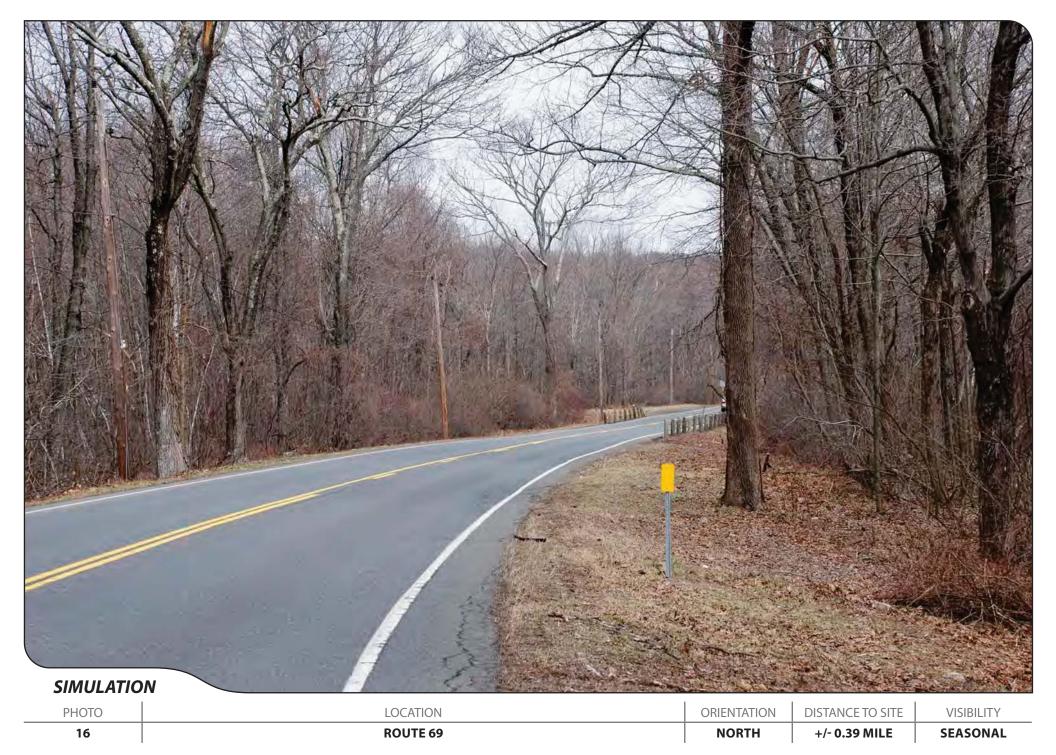
РНОТО	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
15	ROUTE 69 (35mm focal length)	NORTH	+/- 0.55 MILE	NOT VISIBLE





PHOTO



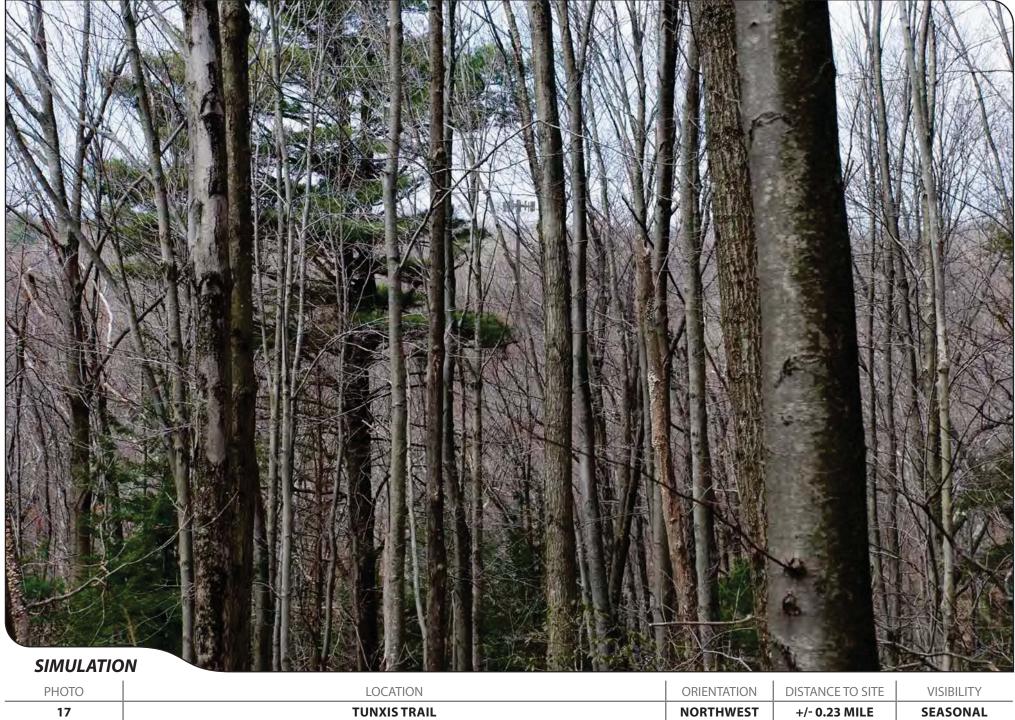






рното	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
17	TUNXIS TRAIL	NORTHWEST	+/- 0.23 MILE	SEASONAL









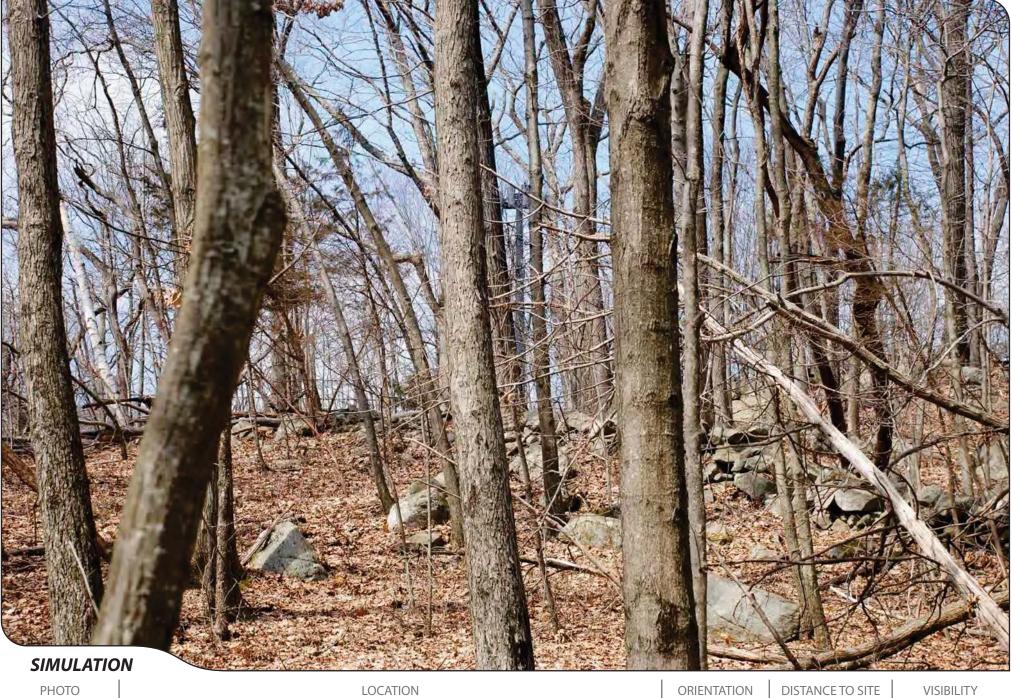
рното	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
18	TUNXIS TRAIL (24mm focal length)	NORTHWEST	+/- 0.11 MILE	NOT VISIBLE





PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
19	TUNXIS TRAIL	NORTHWEST	+/- 0.10 MILE	SEASONAL





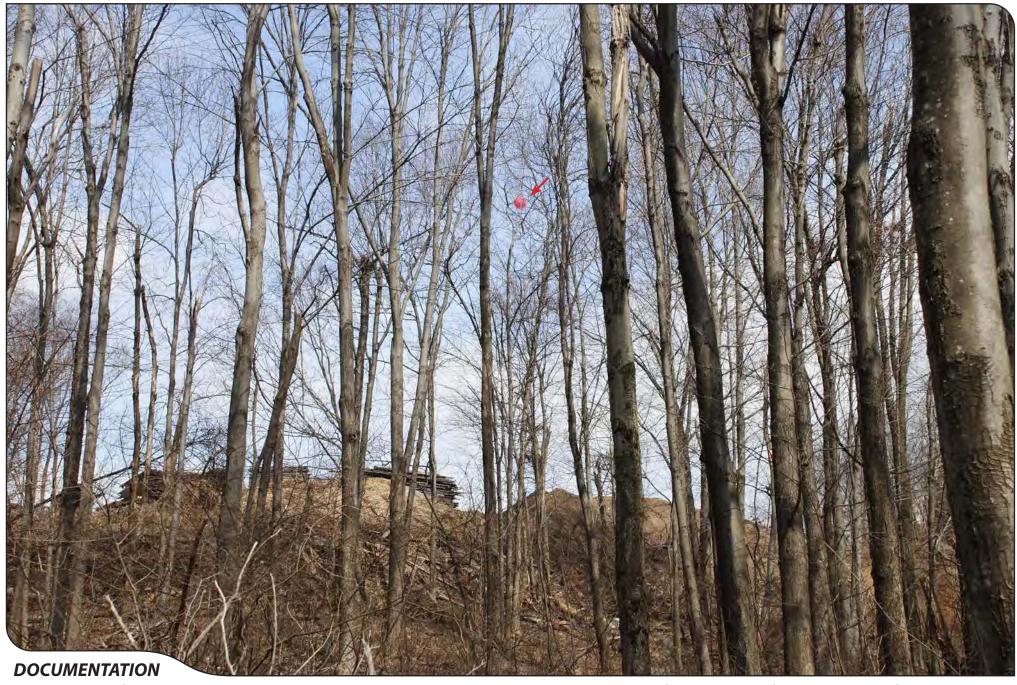
**TUNXIS TRAIL** 

19

NORTHWEST +/

+/- 0.10 MILE SEASONAL





РНОТО	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
20	TUNXIS TRAIL (35mm focal length)	NORTHEAST	+/- 0.06 MILE	SEASONAL





ALL-POINTS TECHNOLOGY CORPORATION verizonwireless

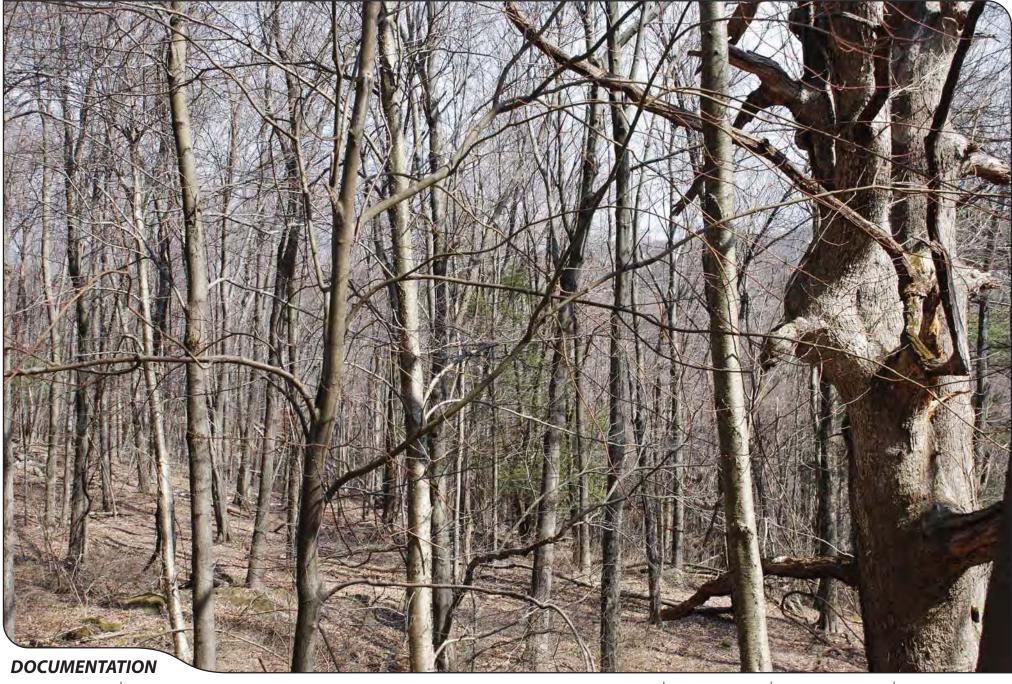


PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
21	TUNXIS TRAIL	NORTHEAST	+/- 0.15 MILE	SEASONAL









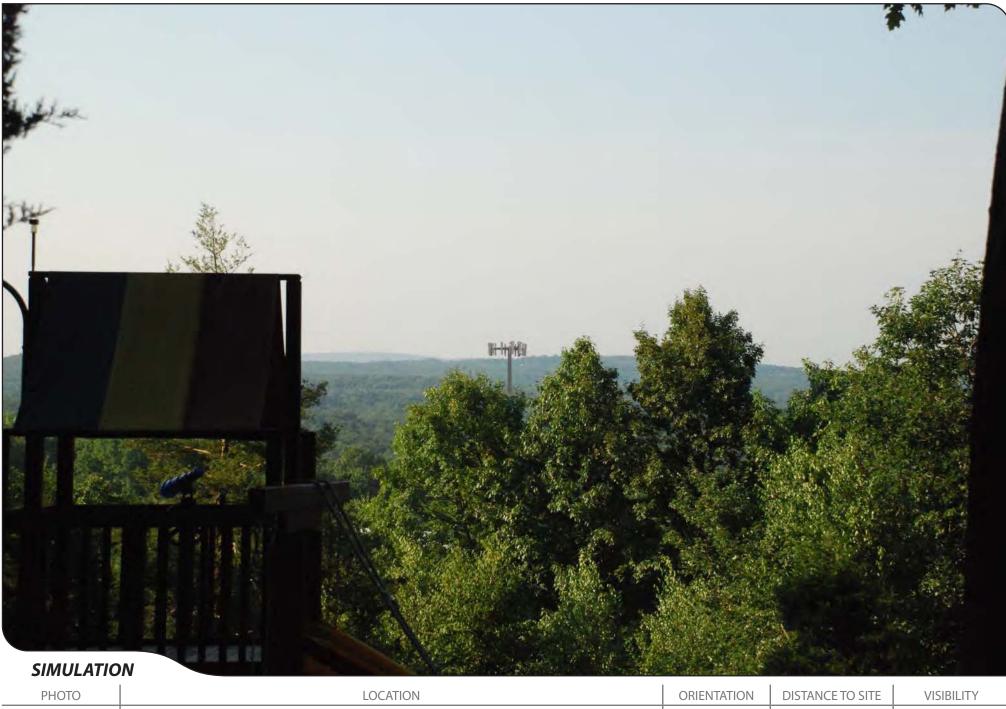
рното	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
22	TUNXIS TRAIL (35mm focal length)	NORTHEAST	+/- 0.17 MILE	NOT VISIBLE





рното	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
23	REAR YARD OF #2 SAW MILL ROAD (ADJACENT TO SWING SET)	SOUTHEAST	+/- 0.20 MILE	YEAR-ROUND





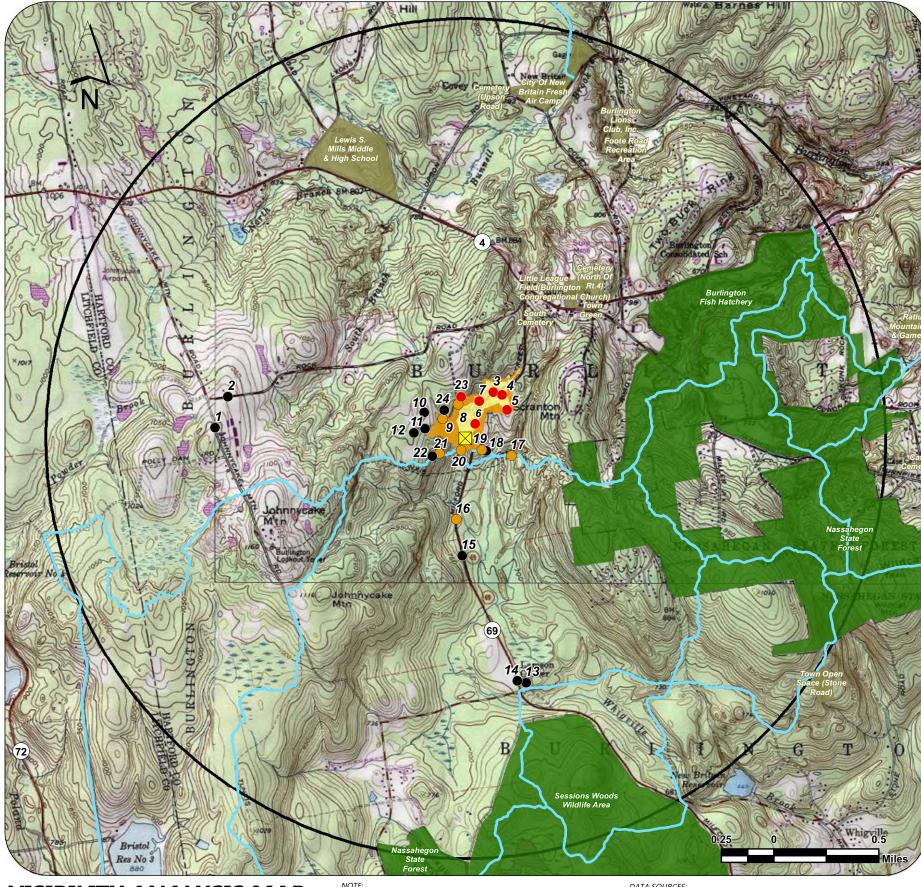
23 REAR YARD OF #2 SAW MILL ROAD (ADJACENT TO SWING SET) SOUTHEAST +/- 0.20 MILE YEAR-ROUND





рното	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
24	REAR YARD OF #6 SAW MILL ROAD	SOUTHEAST	+/- 0.17 MILE	NOT VISIBLE





# 22 21

Legend				
$\times$	Proposed Facility			
* Pho	tos - March 15, 2012			
٠	Balloon Not Visible			
•	Balloon Visible Through Trees			
٠	Balloon Visible Above Trees			
	Study Area (2-Mile Radius)			
	Seasonal Visibility (Approx. 25			
	Year-Round Visibility (Approx. 2			
	Scenic Roads (None in Study A			
$\bigstar$	DEP Boat Launch			
	Federal Open Space (CTDEP, 2			
	Protected Properties (CTDEP, N			
	Protected Properties (Municipal			

Hiking Trails - Tunxis Trail System

\* Photos 23 and 24 taken during July 28, 2010 balloon float

# VISIBILITY ANALYSIS MAP

PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY 77 MILFORD STREET (ROUTE 69) BURLINGTON, CONNECTICUT

# NOTE:

- Map compiled March 2012
- Viewshed analysis conducted using ESRI's Spatial Analyst.
  Proposed Facility height is 110 feet AGL.

- Existing tree canopy height estimated at 65 feet.
- Study Area is comprised of a two-mile radius surrounding the proposed facility and includes 8,042 acres of land.

DATA SOURCES:

- Digital elevation model (DEM) derived from Connecticut LiDAR-based Digital Elevation Data (collected in 2000) with a 10-foot spatial resolution produced by the University of Connecticut and the Center for Land Use Education
- and Research (CLEAR); 2007 - Forest areas derived from 2010 ESRI/Bing digital orthophotos with 1-foot pixel resolution;
- digitized by All-Points Technology Corp., 2012
- Base map comprised of Bristol (1984), Collinsville (1984), Thomaston (1976) and Torrington (1984) USGS Quadrangle Maps
- Protected municipal and private open space properties and federal protected properties and data layers provided by CT DEP, 1997 - Protected CT DEP properties data layer provided by CTDEP, May 2007
- CT DEP boat launches data layer provided by CT DEP, 1994
- Scenic Roads layer derived from available State and Local listings.



AERIAL PHOTOGRAPH SITE AND SURROUNDING AREA



Acres) 21 Acres)

Area)

2004)

May 2007) al)



STUDY AREA AND VICINITY







# **USFWS COMPLIANCE DETERMINATION**

July 29, 2012

Verizon Wireless 99 East River Drive East Hartford, CT 06108

Attn: Sandy Carter

APT Project No.: CT141650

Re: Proposed Verizon Wireless Burlington South Facility 77 Milford Street Burlington, Connecticut

Dear Ms. Carter,

At your request, All-Points Technology Corporation, P.C. ("APT") performed an evaluation with respect to possible federally-listed, threatened or endangered species in order to determine if the proposed referenced communications facility would result in a potential adverse effect to federally-listed species.

Project Summary: State: Connecticut County: Hartford Address: 77 Milford Street, Burlington, CT Latitude/Longitude Coordinates: N41°45'35.876" W72°58'35.260" Size of Property: 8.859± acres

This evaluation was performed in accordance with the January 17, 2012 policy statement of the United States Department of the Interior Fish and Wildlife Service (USFWS) New England Field Office. A copy of the January 17, 2012 USFWS policy statement as well as the July 31, 2008 list of federally endangered and threatened species in Connecticut are enclosed for reference.

No federally-listed endangered or threatened species are known to occur in the town of Burlington, Connecticut (refer to the enclosed listing) and as such the proposed development will not result in an adverse effect to any federally-listed endangered or threatened species. In further support of this finding, a request for rare species review by the Connecticut Department of Energy & Environmental Protect ("CTDEEP") revealed that only Eastern Box Turtle, a State-listed Species of Special Concern, was identified on or in the vicinity of the proposed facility; no federally-listed rare species were identified.

# **Bald Eagle**

The bald eagle has been delisted and maintains protection under the Bald and Golden Eagle Protection Act (Eagle Act) and the Migratory Bird Treaty Act (MBTA). No bald eagle nests, roosting or foraging areas were observed in close proximity to the proposed Facility. Therefore, the proposed telecommunications facility should not result in disturbance<sup>1</sup> to Bald Eagles.

### **Conclusion**

Since no federally-listed endangered or threatened species are known to occur in the town of Burlington and the CTDEEP did not identify any federally-listed species, no further consultation with USFWS regarding this issue is required. A January 17, 2012 letter from the USFWS indicating that no further Endangered Species Act coordination is necessary is enclosed. This federally-listed rare species review follows the procedure and guidelines provided by the USFWS New England Field Office.<sup>2</sup>

Sincerely,

Dean Austopon

Dean Gustafson Senior Environmental Scientist

Enclosures

<sup>&</sup>lt;sup>1</sup> "Disturb means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior." (Eagle Act)

<sup>&</sup>lt;sup>2</sup> <u>http://www.fws.gov/newengland/EndangeredSpec-Consultation.htm</u>, web site accessed July 29, 2012.

USFWS January 17, 2012 Telecommunications Policy Statement, July 31, 2008 Inventory of Federally Listed Endangered and Threatened Species In Connecticut and January 17, 2012 no further coordination necessary letter

2

2



# United States Department of the Interior



FISH AND WILDLIFE SERVICE

New England Field Office 70 Commercial Street, Suite 300 Concord, NH 03301-5087 http://www.fws.gov/newengland

January 17, 2012

To Whom It May Concern:

The U.S. Fish and Wildlife Service's (Service) New England Field Office has determined that individual project review for certain types of activities associated with communication towers is **not required.** These comments are submitted in accordance with provisions of the Endangered Species Act (ESA) of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*).

Due to the rapid expansion of the telecommunication industry, we are receiving a growing number of requests for review of **existing** and **new** telecommunication facilities in relation to the presence of federally-listed or proposed, threatened or endangered species, critical habitat, wilderness areas and/or wildlife preserves. We have evaluated our review process for proposed communications towers and believe that individual correspondence with this office is not required for the following types of actions relative to **existing** facilities:

- 1. the re-licensing of existing telecommunication facilities;
- 2. audits of existing facilities associated with acquisition;
- 3. routine maintenance of existing tower sites, such as painting, antenna or panel replacement, upgrading of existing equipment, etc.;
- 4. co-location of new antenna facilities on/in existing structures;
- 5. repair or replacement of existing towers and/or equipment, provided such activities do not significantly increase the existing tower mass and height, or require the addition of guy wires.

In order to obviate the need to contact this office in the future for individual environmental review for **existing** communication towers or antenna facilities, please note that we are not aware of any federally-listed, threatened or endangered species that are being adversely affected by any existing communication tower or antenna facility in the following states: Vermont, New Hampshire, Rhode Island, Connecticut and Massachusetts. Furthermore, we are not aware of any **existing** telecommunication towers in federally-designated critical habitats, wilderness areas or wildlife preserves. Therefore, no further consultation with this office relative to the impact of the above referenced activities on federally-listed species is required.

# Future Coordination with this Office Relative to New Telecommunication Facilities

We have determined that proposed projects are not likely to adversely affect any federally-listed or proposed species when the following steps are taken to evaluate new telecommunication facilities:

- 1. If the facility will be installed within or on an existing structure, such as in a church steeple or on the roof of an existing building, no further coordination with this office is necessary. Similarly, new antennas or towers in urban and other developed areas, in which no natural vegetation will be affected, do not require further review.
- 2. If the above criteria cannot be met, your review of our lists of threatened and endangered species locations within Vermont, New Hampshire, Rhode Island, Connecticut and Massachusetts may confirm that no federally-listed endangered or threatened species are known to occur in the town or county where the project is proposed.
- 3. If a listed species is present in the town or county where the project is proposed, further review of our lists of threatened and endangered species may allow you to conclude that suitable habitat for the species will not be affected. Based on past experiences, we anticipate that there will be few, if any, projects that are likely to impact piping plovers, roseate terns, bog turtles, Jesup's milk-vetch or other such species that are found on coastal beaches, riverine habitats or in wetlands because communication towers typically are not located in these habitats.

For projects that meet the above criteria, there is no need to contact this office for further project review. A copy of this letter should be retained in your file as the Service's determination that no listed species are present, or that listed species in the general area will not be affected. Due to the high workload associated with responding to many individual requests for threatened and endangered species information, we will no longer be providing response letters for activities that meet the above criteria. This correspondence and the species lists remain valid until January 1, 2013. Updated consultation letters and species lists are available on our website:

(http://www.fws.gov/newengland/EndangeredSpec-Consultation.htm)

Thank you for your cooperation, and please contact Mr. Anthony Tur of this office at 603-223-2541 for further assistance.

Sincerely yours

Thomas R. Chapman Supervisor New England Field Office

# FEDERALLY LISTED ENDANGERED AND THREATENED SPECIES IN CONNECTICUT

COUNTY	SPECIES	FEDERAL STATUS	GENERAL LOCATION/HABITAT	TOWNS	
	Piping Plover	Threatened	Coastal Beaches	Westport, Bridgeport and Stratford	
Fairfield	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	Westport and Stratford	
	Bog Turtle	Threatened	Wetlands	Ridgefield and Danbury.	
Hartford	Dwarf wedgemussel	Endangered	Farmington and Podunk Rivers	South Windsor, East Granby, Simsbury, Avon and Bloomfield.	
Litchfield	Small whorled Pogonia	Threatened	Forests with somewhat poorly drained soils and/or a seasonally high water table	Sharon.	
	Bog Turtle	Threatened	Wetlands	Sharon and Salisbury.	
Middlesex	Roseate Tern	Endangered	Coastal beaches, islands and the Atlantic Ocean	Westbrook	
	Piping Plover	Threatened	Coastal Beaches	Clinton, Westbrook, Old Saybrook.	
	Puritan Tiger Beetle	Threatened	Sandy beaches along the Connecticut River	Cromwell, Portland	
	Bog Turtle	Threatened	Wetlands	Southbury	
	Piping Plover	Threatened	Coastal Beaches	Milford, Madison and West Haven	
New Haven	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	Branford, Guilford and Madison	
	Indiana Bat	Endangered	Mines, Caves		
New London	Piping Plover	Threatened	Coastal Beaches	Old Lyme, Waterford, Groton and Stonington.	
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	East Lyme, New London and Waterford.	
	Small whorled Pogonia	Threatened	Forests with somewhat poorly drained soils and/or a seasonally high water table	Waterford	
Tolland	None				

-Eastern cougar, gray wolf, Indiana bat, Seabeach amaranth and American burying beetle are considered extirpated in Connecticut.

-There is no federally-designated Critical Habitat in Connecticut.

7/31/2008



# United States Department of the Interior



FISH AND WILDLIFE SERVICE

New England Field Office 70 Commercial Street, Suite 300 Concord, NH 03301-5087 http://www.fws.gov/newengland

January 17, 2012

To Whom It May Concern:

This project was reviewed for the presence of federally listed or proposed, threatened or endangered species or critical habitat per instructions provided on the U.S. Fish and Wildlife Service's New England Field Office website:

(http://www.fws.gov/newengland/EndangeredSpec-Consultation.htm)

Based on information currently available to us, no federally listed or proposed, threatened or endangered species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service are known to occur in the project area(s). Preparation of a Biological Assessment or further consultation with us under section 7 of the Endangered Species Act is not required. No further Endangered Species Act coordination is necessary for a period of one year from the date of this letter, unless additional information on listed or proposed species becomes available.

Thank you for your cooperation. Please contact Mr. Anthony Tur of this office at 603-223-2541 if we can be of further assistance.

Sincerely yours,

Thomas R. Chapman Supervisor New England Field Office

# **CTDEEP NDDB REVIEW**



July 29, 2012

Cellco Partnership d.b.a. Verizon Wireless 99 East River Drive East Hartford, CT 06108

**Attn: Sandy Carter** 

APT Project No.: CT141650

Re: Proposed Verizon Wireless Burlington South Facility 77 Milford Street Burlington, Connecticut

Dear Ms. Carter,

All-Points Technology Corporation, P.C. ("APT") understands that a proposed wireless telecommunications facility ("Facility") is proposed by Cellco Partnership d.b.a. Verizon Wireless ("Verizon Wireless") at 77 Milford Street in Burlington, Connecticut (the "Site"). As a result of the proposed Facility being located within a Connecticut Department of Energy & Environmental Protection ("CTDEEP") Natural Diversity Data Base ("NDDB") rare species buffer area, a NDDB review request was submitted. The CTDEEP Wildlife Division responded in a June 23, 2012 letter (attached) that its records indicate a population of Eastern Box Turtle (*Terrapene Carolina Carolina*), a Species of Special Concern, is is documented on or within the vicinity of the Site. CTDEEP provided in its letter a set of recommendations to be implemented if work is to be performed in the summer or fall to protect this rare species.

APT recommends that Verizon Wireless implement the attached Eastern Box Turtle Protection Program, which satisfies CTDEEP's recommendations. These recommendations should be incorporated into the final plans as Environmental Notes during the Connecticut Siting Council's Development and Management (D&M) Plan process should the Facility receive approval from the Council.

If you have any questions regarding the above-referenced information, please feel free to contact me at (860) 984-9515 or at dgustafson@allpointstech.com.

Sincerely,

All-Points Technology Corporation, P.C.

Dean Austopon

Dean Gustafson Senior Environmental Scientist

Enclosures

# **CTDEEP Wildlife Division** June 23, 2012 letter

**Connecticut Department of** 

ENERGY & ENVIRONMENTAL PROTECTION Bureau of Natural Resources Wildlife Division Natural History Survey – Natural Diversity Data Base

June 23, 2012

Ms. Coreen Kelsey Vanasse Hangen Brustlin, Inc. 54 Tuttle Place Middletown, CT 06457

Regarding:Burlington South – communication towerNatural Diversity Data Base 201205332

Dear Ms. Kelsey:

In response to your request for a Natural Diversity Data Base Review of State Listed Species for the Burlington South communication tower, our records indicate extant populations of species documented on or within the vicinity of the site:

Eastern box turtle (Terrapene carolina Carolina) Status: Species of Special Concern

Habitat and Ecology: Eastern Box Turtles require old field and deciduous forest habitats, which can include power lines and logged woodlands. They are often found near small streams and ponds. The adults are completely terrestrial but the young may be semiaquatic, and hibernate on land by digging down in the soil from October to April. They have an extremely small home range and can usually be found in the same area year after year. Eastern Box Turtles have been negatively impacted by the loss of suitable habitat. Some turtles may be killed directly by construction activities, but many more are lost when important habitat areas for shelter, feeding, hibernation, or nesting are destroyed. As remaining habitat is fragmented into smaller pieces, turtle populations can become small and isolated.

**Recommendation:** If work is to be conducted on site during summer or fall, then Eastern box turtles could be impacted, therefore work should be done outside of these seasons. If work must be done in the summer or fall then the following guidelines shall be met:

- Silt fencing shall be installed around the work area prior to construction;
- After silt fencing is installed and prior to construction, conduct a sweep of the work area to look for turtles;
- Apprise workers of the possible presence of turtles, and provide a description of the species (http://www.ct.gov/dep/cwp/view.asp?a=2723&q=473472&depNav\_GID=1655);
- Any turtles that are discovered shall be moved, unharmed, to an area immediately outside of the fenced area, and position in the same direction that it was walking;

79 Elm Street, Hartford, CT 06106-5127 www.ct.gov/deep Affirmative Action/Equal Opportunity Employer

- ✤ No vehicles or heavy machinery shall be parked in any turtle habitat;
- Work conducted during early morning and evening hours shall occur with special care not to harm basking or foraging individuals; and
- All silt fencing shall be removed after work is completed and soils are stable so that reptile and amphibian movement between uplands and wetlands is not restricted.

The Natural Diversity Data Base includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Natural History Survey and cooperating units of DEEP, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the Data Base should not be substituted for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated into the Data Base as it becomes available. If the project is not implemented within 12 months, then another Natural Diversity Data Base review should be requested for up-to-date information.

Thank you for consulting the Natural Diversity Data Base. If you have any additional questions, I can be contacted by email at Elaine.Hinsch@po.state.ct.us.

Sincerely,

/s/ Elaine Hinsch **Program Specialist II** Wildlife Division

Eastern Box Turtle Protection Program

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### Eastern Box Turtle Protection Program

Eastern Box Turtle, a State Special Concern species afforded protection under the Connecticut Endangered Species Act, is documented as occurring on or within the vicinity of the site. The following protective measures shall be followed to help avoid unintentional mortality to Eastern Box Turtle as a result of construction activities for the site improvements proposed. These protective measures satisfy recommendations from the Connecticut Department of Energy & Environmental Protection (CTDEEP) Wildlife Division as specified in a June 23, 2012 letter.

It is of the utmost importance that the Contractor complies with the requirement for the installation of protective measures and the education of its employees and subcontractors performing work on the project site if work will occur during the Eastern Box Turtle's active period (April 1 to November 1). All-Points Technology Corporation, P.C. will serve as the Environmental Monitor for this project to ensure that Eastern Box Turtle protection measures are implemented properly and will provide an education session on Eastern Box Turtle prior to the start of construction activities. The Contractor shall contact Dean Gustafson, Senior Environmental Scientist at All-Points Technology Corporation, P.C., at least 5 business days prior to the pre-construction meeting. Mr. Gustafson can be reached at (860) 984-9515 and at dgustafson@allpointstech.com.

The proposed Eastern Box Turtle species protection program consists of several components: isolation of the project perimeter; periodic inspection and maintenance of isolation structures; education of all contractors and sub-contractors prior to initiation of work on the site; protective measures; and, reporting.

# 1. Contractor Education:

- a. Prior to work on site, the Contractor shall attend an educational session at the pre-construction meeting with All-Points Technology Corporation, P.C. This orientation and educational session will consist of an introductory session with photos stressing the non-aggressive nature of Eastern Box Turtles, the absence of need to destroy animals that might be encountered and the need to follow Protective Measures as described in Section 3.
- b. Also stressed in the education session will be means to discriminate between the species of concern and other native species to avoid unnecessary, "false alarms".
- c. The Contractor will be provided with cell phone and email contacts for All-Points Technology Corporation, P.C. to immediately report any encounters with Eastern Box Turtle. Poster materials will be provided by All-Points Technology Corporation, P.C. and posted on the job site to maintain worker awareness as the season progresses.

### 2. Isolation Measures

a. Installation of conventional silt fencing, which will also serve as an isolation of the work zone from surrounding areas and required for erosion control compliance, shall be performed by the Contractor prior to any earthwork. All-Points Technology Corporation, P.C. will inspect the work zone area prior to and following barrier installation to ensure the area is free of Eastern Box Turtles.

- b. The fencing will consist of conventional erosion control woven fabric, installed approximately six inches below surface grade and staked at seven to ten-foot intervals using four-foot oak stakes or approved equivalent. In addition to required daily inspection by the Contractor, the fencing will be inspected for tears or breeches in the fabric following installation and at approximately one-week intervals or after storm events of 0.5 inch or greater by All-Points Technology Corporation, P.C. Inspections will be conducted by All-Points Technology Corporation, P.C. throughout the course of the construction project.
- c. Weekly inspection reports (brief narrative and applicable photos) will be submitted to the Connecticut Siting Council for compliance verification. Any observations of Eastern Box Turtle will be reported to CTDEEP Wildlife Division.
- d. The extent of the barrier fencing will be as shown on the Development & Management site plans and/or construction plans.
- e. No equipment, vehicles or construction materials shall be stored outside of barrier fencing.

# 3. Protective Measures

- a. Prior to the start of construction each day, the Contractor shall search the entire work area for the presence of Eastern Box Turtle.
- b. If a turtle is found, it shall be moved, unharmed, by carefully grasped in both hands, one on each side of the shell, between the turtle's forelimbs and the hind limbs, and placed just outside of the isolation barrier in the approximate direction it was walking.
- c. Special care shall be taken by the Contractor during early morning and evening hours so that possible basking or foraging turtles are not harmed by construction activities.

# 4. Reporting

- a. Following completion of the construction project, All-Points Technology Corporation, P.C. will provide a summary report to CTDEEP documenting the monitoring and maintenance of the barrier fence.
- b. Any observations of Eastern Box Turtle will be reported to CTDEEP by All-Points Technology Corporation, P.C., with photo-documentation (if possible) and with specific information on the location and disposition of the animal.

The Eastern Box Turtle protection program detailed above will adequately protect this Special Concern species in the unlikely event that this species is encountered on the subject property during construction activities. With adherence to these protective measures, Cellco Partnership's (d.b.a. Verizon Wireless) proposed development at this property will not have an adverse effect on Eastern Box Turtle.



State Historic Preservation Office July 12, 2012

Ms. Coreen Kelsey Environmental Coordinator VHB, Inc. 54 Tuttle Place Middletown, CT 06457

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Subject: Proposed Verizon Wireless Telecommunications Facility Site Number: 12122 Site Name: Burlington South CT 77 Milford Street, Burlington, Connecticut

Dear Ms. Kelsey:

The State Historic Preservation Office has reviewed the information submitted for the above-named property, in accordance with the provisions of Section 106 of the National Historic Preservation Act. In a letter dated March 30, 2010 VHB submitted a request for review for a proposed 110-foot telecommunications facility and related equipment area. The proposed facility has been moved 780 feet to the south of the original location.

As stated in a letter from this office dated April 13, 2012, this office notes that the property located on the east side of Milford Road, directly opposite the proposed tower location, includes what appears to be an historic barn. The barn is a remnant of a former complex of buildings that once stood along the roadway, as indicated by the historical aerial surveys included in the Heritage report. Although the barn may be eligible for listing in the National Register of Historic Places, it is our opinion that the historical landscape context of this structure has already been compromised by the development of the nearby lumberyard operations. It is our opinion, therefore, that the proposed telecommunications facility in its new location will have no adverse effect on the historic setting of the barn on the east side of Milford Street and no effect on archaeological resources listed in or eligible for listing in the National Register of listing in the National Register of Street and no effect on archaeological resources listed in or eligible for listing in the National Register of Historic setting of the barn on the storic places.

This office appreciates the opportunity to have reviewed and commented on this undertaking.

For further information please contact Laura L. Mancuso, Environmental Review Coordinator, at (860) 256-2757 or laura.mancuso@ct.gov.

Sincerely, Parind J. Fornat

Daniel T. Forrest Deputy State Historic Preservation Officer

One Constitution Plaza, Second Floor, Hartford, Connecticut 06103 An Affirmative Action/Equal Opportunity Employer An Equal Opportunity Lender



#### **Avian Resources Evaluation**

Date:	July 27, 2012	
То:	Ms. Alexandria Carter Verizon Wireless 99 East River Drive East Hartford CT 06108	APT Project No.: CT141652
Re:	Proposed Burlington South Facility 77 Milford Street (Route 69) Burlington, Connecticut	

Cellco Partnership, d/b/a Verizon Wireless, proposes to construct a new wireless telecommunications facility ("Facility") at 77 Milford Street in Burlington, Connecticut (the "host Property"). The Facility would provide needed wireless services in the central and southern portions of the Town of Burlington ("Town"), particularly along Route 69 and the surrounding local road system.

The proposed Facility would be located in the southern portion of the host Property and include a 110-foot tall monopole tower and ancillary ground equipment all enclosed within a fenced compound measuring approximately 53 feet by 66 feet. Verizon Wireless would install a total of fifteen (15) panel-type antennas that would extend slightly above the top of the tower to an overall height of 113 feet above ground level ("AGL"). The supporting ground equipment would be housed within a 12-foot by 24-foot free-standing equipment shelter located near the base of the monopole. The Facility would be located at a ground elevation of approximately 820 feet Above Mean Sea Level ("AMSL"). Access to the Facility would extend to the site compound over the land owner's existing paved/gravel driveway a distance of approximately 420 feet from its entrance off Milford Street. The host Property is located in the Town's Industrial Zone District and is currently developed with an active lumber and sawmill that is owned and operated by Supreme Industries. Land use within the vicinity of the host Property is a mix of commercial and industrial uses, medium-density residential development and undeveloped wood lands.

All-Points Technology Corporation, P.C. ("APT") reviewed several sources of avian data available for the state of Connecticut to provide the following information with respect to potential impacts on migratory birds associated with the proposed development. Information located within an approximate 4-mile radius of the host Property is depicted on the attached *Avian Resources Map*. Some of the avian data referenced herein are not located in proximity to the host Property and are therefore not visible on the referenced map due to its scale. However, in those cases the actual distances separating the host property from the resources are identified in the discussions below. In addition, an assessment of the proposed Facility's compliance with the U.S Fish and Wildlife Service's Interim Guidance on the Siting, Construction, Operation and Decommissioning of Communications Towers is provided. The following analysis and attached graphics identify avian resources and their proximities to the host property.

#### **Proximity to Important Bird Areas**

The National Audubon Society has identified 27 Important Bird Areas ("IBAs") in the state of Connecticut. The closest IBA to the proposed Facility is the grassland component of the Topsmead State Forest, located in Litchfield approximately 8.9 miles to the west of the host Property. Due to its distance from the host Property, this IBA would not experience an adverse impact resulting from development of the proposed Facility. Therefore, no seasonal restrictions would be recommended for the project.

#### <u>Critical Habitat</u>

Connecticut Critical Habitats depict the classification and distribution of 25 rare and specialized wildlife habitats in the state resulting in the creation of habitat maps to be used in land use planning and natural resource protection. It represents a compilation of ecological information collected over many years by state agencies, conservation organizations and many individuals. The Connecticut Critical Habitats information can serve to highlight ecologically significant areas and to target areas of species diversity for land conservation and protection. The nearest Critical Habitat is associated with Rock Road Bog Poor Fen; this resource is located approximately 2,500 feet northwest of the host Property. Based on the distance separating this resource from the host Property, no adverse impacts are anticipated and no seasonal restrictions would be recommended for the project.

#### **Breeding Bird Survey Route**

The North American Breeding Bird Survey is a cooperative effort between various agencies and volunteer groups to monitor the status and trends of North American bird populations. Routes are randomly located to sample habitats that are representative of an entire region. Each year during the height of the avian breeding season (June for most of the United States) participants skilled in avian identification collect bird population data along roadside survey routes. Each survey route is approximately 24.5 miles long and contains 50 stops located at 0.5-mile intervals. At each stop, a three-minute count is conducted. During each count, every bird seen or heard within a 0.25-mile radius is recorded. The resulting data are used by conservation managers, scientists, and the general public to estimate population trends and relative abundances and to assess bird conservation priorities. The nearest survey route is the New Hartford Bird Survey Route located approximately one mile to the east of the host Property. This route generally follows Route 4 through Burlington. Bird survey routes do not represent a potential restriction to development, including the proposed Facility.

#### Hawk Watch Site

The Hawk Migration Association of North America ("HMANA") is a membership-based organization committed to the conservation of raptors through the scientific study, enjoyment and appreciation of raptor migration. HMANA collects hawk count data from almost 200 affiliated raptor monitoring sites throughout the United States, Canada and Mexico, identified as "Hawk Watch Sites." The nearest Hawk Watch Site is located approximately 1.25 miles west-southwest of the host Property (at the Johnnycake Mountain Hawk Watch Site). Hawk Watch Sites by themselves do not represent a potential restriction to development, although they can sometimes be an indicator of migratory routes for raptors. Due to the distance separating the host Property and the nearest Hawk Watch Site, no impacts would result from the Facility and no seasonal restrictions would be recommended.

#### **Bald Eagle Site**

Bald Eagle Sites consist of locations of midwinter Bald Eagle counts from 1986 to 2005 with an update provided in 2008. This survey was initiated in 1979 by the National Wildlife Federation. This database includes information on statewide, regional and national trends. Survey routes are included in the database only if they were surveyed consistently in at least four years and where at least four eagles were counted in a single year. No Bald Eagle Sites are located within the Town of Burlington or abutting municipalities; the nearest Bald Eagle Site is located in Torrington at the confluence of the East and West branches of the Naugatuck River, approximately 7.9 miles west of the host Property. Due to the distance separating the host Property and the nearest Bald Eagle Site, no impacts to bald eagles would result from the Facility's development and no seasonal restrictions would be recommended.

#### **Flyways**

The host Property is located in western Hartford County Connecticut, approximately 35 miles north of Long Island Sound. The Connecticut coast lies within the Atlantic Flyway, one of four generally recognized regional migratory bird flyways (Mississippi, Central and Pacific being the others). This regional flyway is used by migratory

ALL-POINTS TECHNOLOGY CORPORATION, P.C. 3 SADDLEBROOK DRIVE · KILLINGWORTH, CT 06419 · PHONE 860-663-1697 · FAX 860-663-0935 birds travelling to and from summering and wintering grounds. The Atlantic Flyway is particularly important for many species of migratory waterfowl and shorebirds, and Connecticut's coast serves as vital stopover habitat. Migratory land birds also stop along coastal habitats before making their way inland. Smaller inland migratory flyways are often concentrated along major riparian areas as birds make their way further inland to their preferred breeding habitats. The Farmington River likely forms an important secondary flyway as birds move north from the shoreline into interior portions of north-central Connecticut.

The host Property is not located within the Atlantic Flyway. It is roughly 4 miles west of the Farmington River. No adverse impacts are anticipated to avian habitat potentially used by migrating species as a result of the proposed Facility and no seasonal restrictions would be recommended.

#### Waterfowl Focus Areas

Connecticut is a member of the Atlantic Coast Joint Venture ("ACJV"), which is a partnership focused on the conservation of habitat for native birds in the Atlantic Flyway of the United States from Maine to Puerto Rico. The partnership consists of 17 states and commonwealths, plus key federal and regional conservation agencies and organizations in the Joint Venture area. The ACJV was originally formed in 1988 as a regional partnership focused on the conservation of waterfowl and wetlands under the North American Waterfowl Management Plan, but has since broadened is mission to the conservation of habitats for all birds. The ACJV has identified waterfowl focus areas recognizing the most important habitats for waterfowl along the Atlantic Flyway. Connecticut contains several of these waterfowl focus areas. The nearest waterfowl focus area is the Connecticut River and Tidal Wetlands Complex, located approximately 19 miles to the southwest. Please refer to the attached *Connecticut Waterfowl Focus Areas Map.* Based on the distance of these resources to the host Property, no direct impacts would occur from development of the proposed Facility.

#### **<u>CTDEEP Migratory Waterfowl Data</u>**

The Connecticut Department of Energy and Environmental Protection ("CTDEEP") created a Geographic Information System ("GIS") data layer in 1999 identifying concentration areas of migratory waterfowl at specific locations in Connecticut. The intent of this data layer is to assist in the identification of migratory waterfowl resource areas in the event of an oil spill or other condition that might be a threat to waterfowl species. This data layer identifies conditions at a particular point in time and has not been updated since 1999.

No migratory waterfowl areas are located within the Town of Burlington or neighboring municipalities. The nearest migratory waterfowl area (Bantam Lake in Litchfield-Morris) is located approximately 12.2 miles to the west of the host Property. The associated species are identified as Bufflehead, Canadian Goose, Mallard, Green-winged Teal, and American Wood Duck. Based on its distance to the host Property, no impacts to migratory waterfowl habitat are anticipated to result from development of the proposed Facility.

#### **CTDEEP Natural Diversity Data Base**

CTDEEP's Natural Diversity Data Base ("NDDB") program performs hundreds of environmental reviews each year to determine the impact of proposed development projects on state-listed species and to help landowners conserve the state's biodiversity. State agencies are required to ensure that any activity authorized, funded or performed by a state agency does not threaten the continued existence of endangered or threatened species. Maps have been developed to serve as a pre-screening tool to help applicants determine if there is a potential impact to state listed species.

The NDDB maps represent approximate locations of endangered, threatened and special concern species and significant natural communities in Connecticut. The locations of species and natural communities depicted on the maps are based on data collected over the years by CTDEEP staff, scientists, conservation groups, and landowners. In some cases an occurrence represents a location derived from literature, museum records and/or specimens. These data are compiled and maintained in the NDDB. The general locations of species and communities

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are symbolized as shaded areas on the maps. Exact locations have been masked to protect sensitive species from collection and disturbance and to protect landowner's rights whenever species occur on private property.

The host Property falls within a shaded area on the CTDEEP NDDB maps. According to CTDEEP NDDB records, extant populations of Eastern box turtle (*Terrapene carolina Carolina*), a State Species of Special Concern, have been documented on or within the vicinity of the site; no rare avian species were identified. Eastern Box Turtles require old field and deciduous forest habitats, which can include power lines and logged woodlands. They are often found near small streams and ponds. The adults are completely terrestrial but the young may be semiaquatic, and hibernate on land by digging down in the soil from October to April. They have an extremely small home range and can usually be found in the same area year after year. The CTDEEP recommends that either construction activities be conducted outside of this species' active season (which is summer and fall) or specific measures be implemented to protect Eastern box turtle during construction. APT is coordinating with CTDEEP on behalf of Verizon Wireless to develop adequate guidelines for protective measures should it become necessary for construction to occur during the turtle's active season.

#### **Compliance with USFWS Communications Towers Guidelines**

The U.S Fish and Wildlife Service ("USFWS") prepared its Interim Guidance on the Siting, Construction, Operation and Decommissioning of Communications Towers (September 14, 2000), which recommends the 12 voluntary actions below be implemented in order to mitigate potential bird strikes that could result by the construction of telecommunications towers. APT offers the following project-specific responses to each of the USFWS's recommended actions.

 Any company/applicant/licensee proposing to construct a new communications tower should be strongly encouraged to collocate the communications equipment on an existing communications tower or other structure (e.g., billboard, water tower, or building mount). Depending on tower load factors, from 6 to 10 providers may collocate on an existing tower.

Collocation opportunities on existing towers, buildings or non-tower structures are not available in the area while achieving the required radio frequency ("RF") coverage objectives of Verizon Wireless.

2. If collocation is not feasible and a new tower or towers are to be constructed, communications service providers should be strongly encouraged to construct towers no more than 199 feet above ground level (AGL), using construction techniques which do not require guy wires (e.g., use a lattice structure, monopole, etc.). Such towers should be unlighted if Federal Administration regulations permit.

The proposed Facility would consist of a free-standing, 110-foot tall monopole which requires neither guy wires nor lighting.

3. If constructing multiple towers, providers should consider the cumulative impacts of all of those towers to migratory birds and threatened and endangered species as well as the impacts of each individual tower.

Multiple towers are not proposed as part of this project.

4. If at all possible, new towers should be sited within existing "antenna farms" (clusters of towers). Towers should not be sited in or near wetlands, or other known bird concentration areas (e.g., state or Federal refuges, staging areas, rookeries), in known migratory or daily movement flyways, or in habitat of threatened or endangered species. Towers should not be sited in areas with a high incidence of fog, mist, and low ceilings.

There are no existing "antenna farms" in the area. The Facility will not be sited in or near a significant wetland resource area or other known bird concentration areas. In Connecticut, seasonal atmospheric conditions can occasionally produce fog, mist and/or low ceilings; however, the host Property is not known to be considered in an area of high incidence of these meteorological occurrences.

5. If taller (>199 feet AGL) towers requiring lights for aviation safety must be constructed, the minimum amount of pilot warning and obstruction avoidance lighting required by the FAA should be used.

The proposed Facility height (110' AGL) is less than 199 feet, and would not require any aviation safety lighting.

6. Tower designs using guy wires for support which are proposed to be located in known raptor or waterbird concentration areas or daily movement routes, or in major migratory bird movement routes or stopover sites, should have daytime visual markers on the wires to prevent collisions by these diurnally moving species.

The proposed Facility would be free-standing and would not require guy wires or visual marking.

7. Towers and appendant facilities should be sited, designed and constructed so as to avoid or minimize habitat loss within and adjacent to the tower "footprint." However, a larger tower footprint is preferable to the use of guy wires in construction. Road access and fencing should be minimized to reduce or prevent habitat fragmentation and disturbance, and to reduce above ground obstacles to birds in flight.

The proposed Facility is sited, designed, and would be constructed to accommodate proposed equipment and to allow for future collocations within the smallest footprint possible. The proposed Facility location is within a cleared and previously developed area; it is also proximate to existing development and infrastructure both on the host Property (e.g., active lumber yard and sawmill) and within the immediate area (e.g., residential development and State Route 69). Therefore, construction and operation of the Facility would not result in habitat fragmentation.

8. If significant numbers of breeding, feeding, or roosting birds are known to habitually use the proposed tower construction area, relocation to an alternate site should be recommended. If this is not an option, seasonal; restrictions on construction may be advisable in order to avoid disturbance during periods of high bird activity.

Significant numbers of breeding, feeding, or roosting birds are not known to habitually use the proposed Facility location, the host Property, or surrounding properties.

9. In order to reduce the number of towers needed in the future, providers should be encouraged to design new towers structurally and electrically to accommodate the applicant/licensee's antennas and comparable antennas for at least two additional users (minimum of three users for each tower structure), unless this design would require the addition of lights or guy wires to an otherwise unlighted and/or unguyed tower.

The proposed Facility has been designed in accordance with this guidance, as it could accommodate a total of four antenna platform positions. The proposed, free-standing Facility would be neither lighted nor guyed.

10. Security lighting for on-ground facilities and equipment should be down-shielded to keep light within the boundaries of the site.

Security lighting for on-ground facilities would be down-shielded using Dark Sky compliant fixtures set on motion sensor with timer.

11. If a tower is constructed or proposed for construction, Service personnel or researchers from the Communication Tower Working Group should be allowed access to the site to evaluate bird use, conduct, dead-bird searches, to place net catchments below the towers but above the ground, and to place radar, Global Positioning System, infrared, thermal imagery, and acoustical monitoring equipment as necessary to assess and verify bird movements and to gain information on the impacts of various tower sizes, configurations, and lighting systems.

With prior notification to Verizon Wireless, USFWS personnel would be allowed access to the proposed Facility to conduct evaluations.

12. Towers no longer in use or determined to be obsolete should be removed within 12 months of cessation of use.

If the proposed Facility was no longer in use or determined to be obsolete, it would be removed within 12 months of cessation of use.

#### **Summary**

The results of this analysis demonstrate that no adverse impacts to migratory birds or avian resources would result from development of the proposed Verizon Wireless Facility at 77 Milford Road in Burlington, Connecticut. Further, we have documented that the siting, construction, and operation of the Facility would comply with the USFWS guidelines for minimizing potential bird strikes.

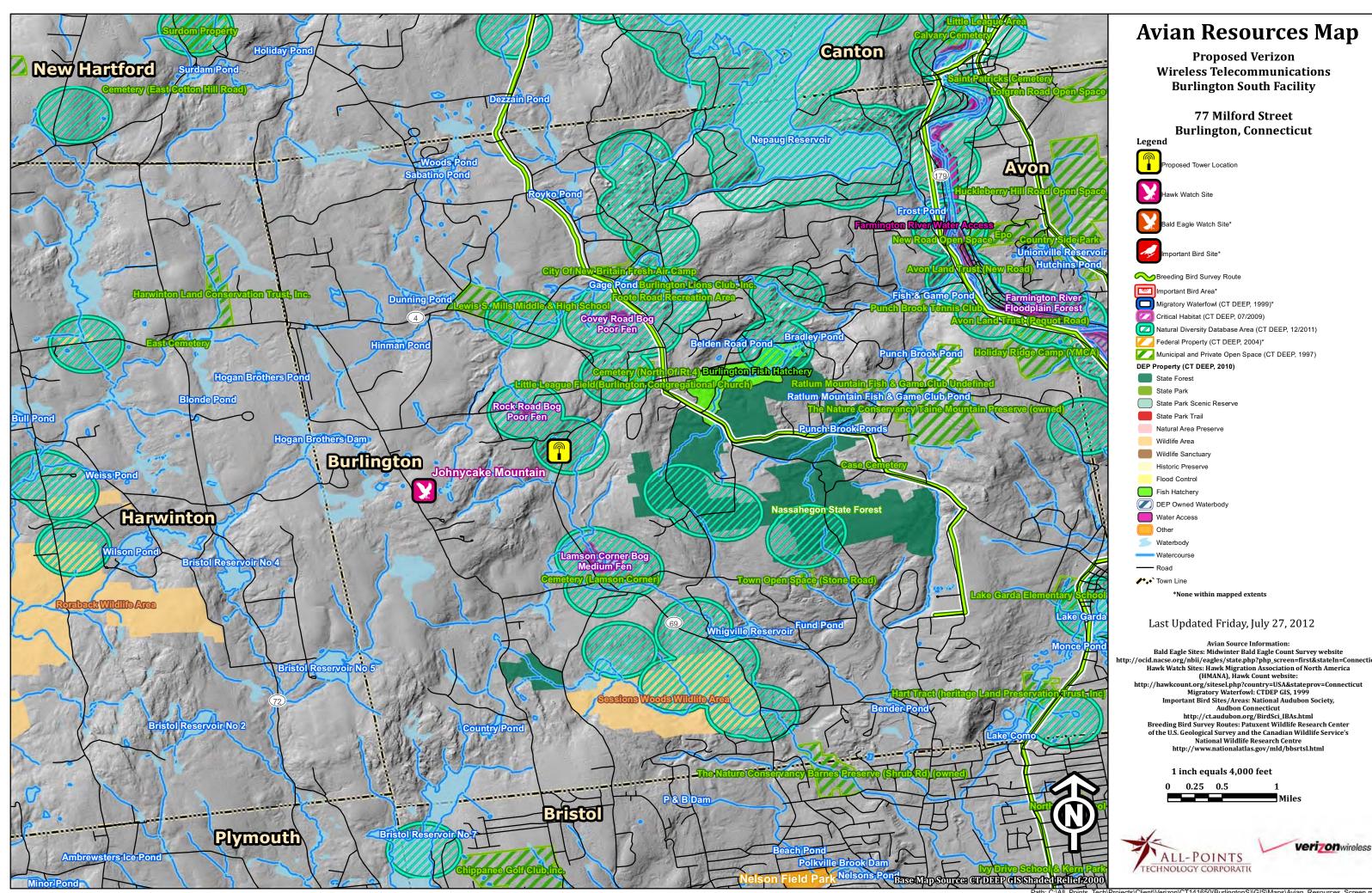
Enclosures

# Figures

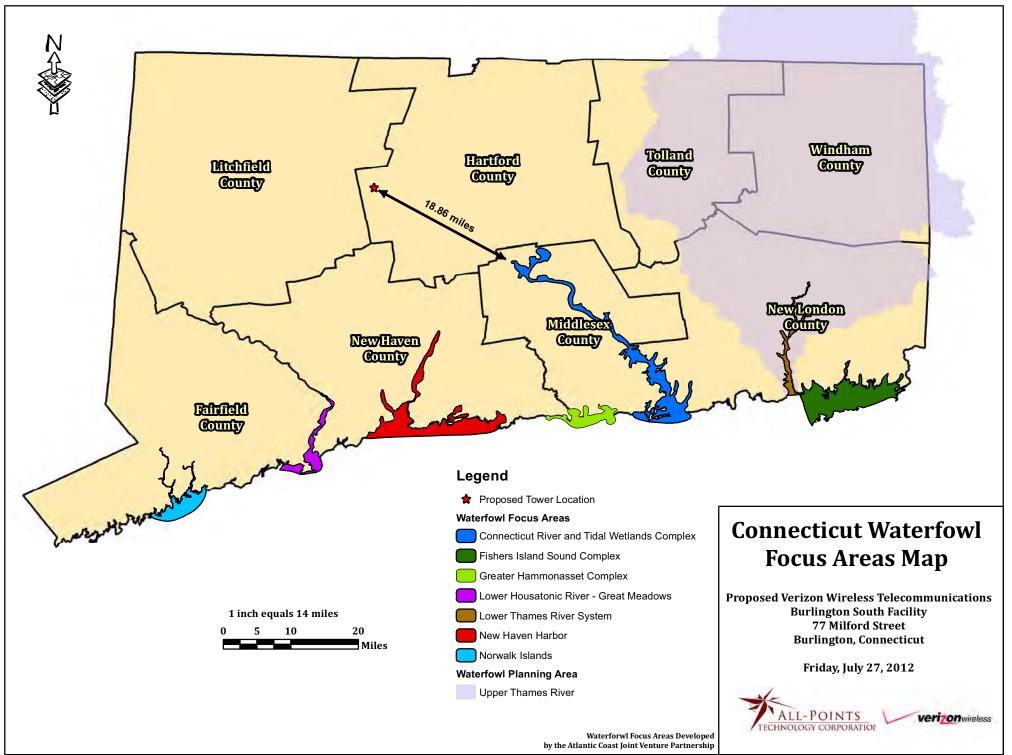
➢ Avian Resources Map

:

> Connecticut Waterfowl Focus Areas Map



s\Client\Verizon\CT141650(BurlingtonS)\GIS\Maps\Avian\_Resources\_Scree





#### **PUBLIC WATER SUPPLY ASSESSMENT**

July 29, 2012

Cellco Partnership d.b.a. Verizon Wireless 99 East River Drive East Hartford, CT 06108

**Attn: Sandy Carter** 

APT Project No.: CT141650

Re: Proposed Verizon Wireless Burlington South Facility 77 Milford Street Burlington, Connecticut

Dear Ms. Carter,

All-Points Technology Corporation, P.C. ("APT") understands that a proposed wireless telecommunications facility ("Facility") proposed by Cellco Partnership d.b.a. Verizon Wireless ("Verizon Wireless") at 77 Milford Street in Burlington, Connecticut is located within the Wigville Reservoir public water supply watershed. This public water supply watershed is owned and operated by the New Britain Water Department.

Verizon Wireless will implement the following precautions, protective measures, monitoring and notifications to protect this important resource. These recommendations will be incorporated into the final plans during the Council's Development and Management (D&M) Plan process should the Facility receive approval.

#### **Erosion and Sedimentation Controls**

The proposed Verizon Wireless construction project will follow an approved soil erosion and sedimentation control plan designed in accordance with the 2002 Connecticut Guidelines For Soil Erosion and Sediment Control. The installed erosion devices will be inspected once every seven days and after significant rainfall events of greater than one half inch over a 24-hour period to ensure that proper precautions are taken to avoid the release of sediment into nearby resource areas. These inspections will be documented on an Erosion and Sedimentation Control Site Inspection Form (please refer to attached example form). In addition to the site contractor being responsible for the proper installation and daily inspection of erosion and sedimentation (E&S) controls, staff from APT will independently inspect E&S controls and document their conditions and recommend any actions necessary to bring the controls back into compliance. This E&S control inspection procedure will help avoid erosion and sedimentation problems by ensuring that the erosion control devices are maintained and functioning properly. Copies of the completed forms will be submitted to the New Britain Water Department and Connecticut Siting Council throughout the duration of the construction project. In addition, New Britain Water Department personnel will be allowed access to the project for periodic field inspections should they desire.

Erosion and sedimentation control items subject to inspection include, but are not limited to the following:

- Construction Entrance Pad
- Sediment Traps
- Sediment/ Detention Basins
- Temporary Soil Stockpile Areas
- Silt Fencing/Hay Bales
- Seeding & Mulching
- Drainage Swales
- Drainage Swale Check Dams
- Other Site-Specific Erosion Control Devices

#### Petroleum/Hazardous Materials Storage and Spill Prevention Plan

Certain precautions are necessary to store petroleum and hazardous 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 a public water supply watershed. A spill containment kit consisting of a sufficient supply of absorbent pads and absorbent material will be maintained by the site 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 disposal off site.

The following restrictions, protective measures and procedures will be adhered to by the contractor.

#### Petroleum and Hazardous Materials Storage and Refueling

- Servicing of machinery shall be completed outside of the public water supply watershed.
- Refueling of vehicles or machinery shall occur a minimum of 100 feet from wetlands or watercourses and shall take place on an impervious pad with secondary containment designed to contain fuels.
- Fuel and other hazardous materials shall not be stored within the public water supply watershed.
- Any fuel or hazardous materials that must be kept within the public water supply watershed during working hours shall be stored on an impervious surface utilizing secondary containment a minimum of 100 feet from wetlands or watercourses.

#### Initial Spill Response

- Stop operations and shut off equipment.
- Remove any sources of spark or flame.
- Contain the source of the spill.
- Determine the approximate volume of the spill.
- Identify the location of natural flow paths to prevent the release of the spill to sensitive nearby waterways or wetlands.
- Ensure that fellow workers are notified of the spill.

#### Clean Up & Containment

- Obtain spill response materials from the on-site spill response kit.
- Place absorbent materials directly on the release area.
- Limit the spread of the spill by placing absorbent materials around the perimeter of the spill.
- Isolate and eliminate the spill source.
- Contact The New Britain Water Department, immediately at (860) 826-3540, along with other appropriate local, state and/or federal agencies, as necessary.
- Contact a disposal company to properly dispose of contaminated materials.

#### Reporting

- Complete an incident report.
- Submit a completed incident report to The New Britain Water Department.

The New Britain Water Department and Connecticut Siting Council will be noticed at least 48 hours in advance of a pre-construction meeting with an invitation to attend. During the project's pre-construction meeting, the contractor will be made aware of the special protective precautions noted above that are required due to the project's location in the Wigville Reservoir public water supply watershed.

If you have any questions regarding the above-referenced information, please feel free to contact me at (860) 984-9515 or at dgustafson@allpointstech.com.

Sincerely,

. - .

All-Points Technology Corporation, P.C.

Dean Austopon

Dean Gustafson Senior Environmental Scientist

Enclosure

APT Example Erosion and Sedimentation Control Site Inspection Form

# **Project Name**

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Site E&S Inspection Form Report No.\_\_\_\_

#### APT Project #:

Project Street Address Project Town, State

Date of Inspection:	Weather Conditions:
Time of Inspection:	Latest Precipitation Event:

Construction Activities Underway since last documented inspection:

Check if NOT Functioning Properly	Erosion Control Measure	
	Street Sweeping/ Construction Access	
	Stabilized Construction Entrance	
	Temporary/Permanent Check Dams	
	Temporary/Permanent Sediment Basins/Traps	
	Drainage Swales and Diversion Channels	
	Perimeter Controls (i.e. hay bales, straw wattles, silt fencing etc.)	
	Catch Basin Protection	
	Temporary/Permanent Slope Stabilization	
	Dewatering Basins and Filter Devices	
	Outlet Protection (i.e. plunge pool, splash pad, level spreader, etc.)	
	Active Treatment Systems	

\*In the event of a spill refer to the Spill Response Procedure and contact appropriate agencies. Refer to SWPPP for Spill Prevention Plan and Response Procedures.

		Are sediment/pollution discharges from the site present?
🗆 No	🗌 Yes	If yes, describe:

Im	mediate Action Items:	 
1.		
2.		
3.		
4.		

Ad	ditional Action Items/Comments:	
1.		
2.		
3.		
4		 

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Ite	Items/Comments Addressed From Previous Report(s):		
1.			
2.			
3.			
4.			

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Erosion Control Inspector: \_\_\_\_\_

Inspector Name

Date: \_\_\_\_\_

Qualifications: \_\_\_\_\_

\*\*A copy of this report should be placed in the Monitoring Section of the Stormwater Pollution Prevention Plan, if applicable.

# General Power Density

# Site Name: Burlington S CT **Cumulative Power Density**

perator	Operating Frequency	Number EF	ERP Per Trans.	Total ERP	Distance to Target	Calculated Power Density	Maximum Permissable Exposure*	Fraction of MPE
	(MHz)		(watts)	(watts)	(feet)	(mW/cm^2)	(mW/cm^2) (mW/cm^2)	(%)
ZW PCS	1970	8	538.88	1616.64	110	0.0480	1.0	4.80%
/ZW Cellular	869	თ	432.07	3888.63	110	0.1156	0.579333	19.95%
/ZW 700	757	1	879.31	879.31	110	0.0261	0.497333	5.25%
<b>Total Percentage</b>	ntage of Ma	e of Maximum Permissible Exposure	ermissibl	e Exposi	Jre			30.01%

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

MHz = Megahertz mW/cm^2 = milliwatts per square centimeter ERP = Effective Radiated Power

Absolute worst case maximum values used.



#### WETLAND ASSESSMENT

July 29, 2012

Verizon Wireless 99 East River Drive East Hartford, CT 06108

**Attn: Sandy Carter** 

APT Project No.: CT141650

Re: Proposed Verizon Wireless Burlington South Facility 77 Milford Street Burlington, Connecticut

Dear Ms. Carter,

Cellco Partnership, d/b/a Verizon Wireless, proposes to construct a new wireless telecommunications facility ("Facility") at 77 Milford Street in Burlington, Connecticut (the "host Property"). The proposed Facility would be located in the southern portion of the host Property and include a 110-foot tall monopole tower and ancillary ground equipment all enclosed within a fenced compound measuring approximately 53 feet by 66 feet. The supporting ground equipment would be housed within a 12-foot by 30-foot free-standing equipment shelter located near the base of the monopole. Access to the Facility would extend to the site compound over the land owner's existing paved/gravel driveway a distance of approximately 675 feet from its entrance off Milford Street. The host Property is currently developed with an active lumber and sawmill that is owned and operated by Supreme Industries.

The host Property was previously investigated for the presence of wetlands and watercourses by Vanasse Hangen Brustlin, Inc. ("VHB") on June 29, 2009 with an amendment to the wetlands delineation performed on July 19, 2010, the results of which are contained in an August 5, 2010 report as attached. VHB delineated a relatively narrow forested intermittent watercourse wetland area ("Wetland 1") that contains a man-made pond generally along the west property boundary, identified by wetland flags WF 1-01 to 1-45. A second small forested hillside wetland ("Wetland 2"), identified by wetland flags WF 2-01 to 2-08, is located off the property nearby to the south. A review of this delineation on June 19, 2012 revealed most of the wetland flags still existed and were legible; new flagging was added where necessary. The wetland boundary was found to be substantially correct with no corrections required.

Although work is proposed in proximity to nearby wetland resource areas, no direct impact to wetlands is proposed for the Verizon Wireless development. No temporary impacts associated with construction activities are anticipated with the proper installation and maintenance of sedimentation and erosion controls. Long term secondary impacts to wetland resources possibly associated with the operation of this Facility are minimized by the fact the development is unmanned, it minimizes the creation of impervious surfaces with the use of a gravel access drive and a gravel compound, and minimal traffic is generated by the Facility. Therefore, the proposed Verizon Wireless Facility will not result in a likely adverse impact to wetland resources.

In addition, as no direct impact to federal wetlands is associated with Verizon Wireless' construction activities, **NO significant change in surface features** (e.g., wetland fill, deforestation or water diversion) will result in accordance with the National Environmental Policy Act Categorical Exclusion checklist.

If you have any questions regarding the information contained in this report, please feel free to contact me at (860) 984-9515.

Sincerely,

All-Points Technology Corporation, P.C.

Dean Austopan

Dean Gustafson Professional Soil Scientist

Enclosure

# VHB Wetlands Delineation Report August 5, 2010

Transportation Land Development Environmental Services



imagination innovation energy Creating results for our chants and benefits for our communities

#### WETLANDS DELINEATION REPORT

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Vanasse Hangen Brustlin, Inc.

Date:	August 5, 2010			
Project No.:	41479.39			
Prepared For:	Ms. Alexandria Carter Verizon Wireless 99 East River Drive East Hartford, Connecticut 06108			
Site Location:	Hinman Lumber Property 77 Milford Street Burlington, CT			
Site Map:	VHB Wetland Flagging Sketch Ma	ap, Dated 06/29/09		
Inspection Date:	June 29, 2009 rev. July 19, 2010			
Field Conditions:	Weather: sunny, low 80's Snow Depth: 0 inches	General Soil Moisture: moist Frost Depth: 0 inches		
Type of Wetlands Identified and Delineated:				
Connecticut Inland Wetlands and Watercourses Tidal Wetlands U.S. Army Corps of Engineers				
Local Regulated Upla	and Review Areas: Wetlands: 500	feet Watercourses: 500 feet		
Field Numbering Sequence of Wetlands Boundary: WF 1-01 to 1-45, WF 2-01 to 2-08				

[as depicted on attached wetland sketch map]

The classification systems of the National Cooperative Soil Survey, the U.S. Department of Agriculture, Natural Resources Conservation Service, County Soil Survey Identification Legend, Connecticut Department of Environmental Protection and United States Army Corps of Engineers New England District were used in this investigation.

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

The wetlands delineation was conducted and reviewed by:

Dean Gustafson Professional Soil Scientist

Enclosures

54 Tuttle Place Middletown, Connecticut 06457-1847 860.632.1500 = FAX 860.632.7879 email: info@vhb.com www.vhb.com

J:\41479.39\reports\Wetlands\Wetland Delineation Report.doc

# Attachments

#### 

- AAAA

- Wetland Delineation Field Form Soil Map Soil Report VHB Wetland Flagging Sketch Map

#### **Wetland Delineation Field Form**

Project Address:	77 Milford Strect	Project Number:	41479.39
	Burlington, Connecticut		
Inspection Date:	June 29. 2009, rev July 19, 2010	Inspector:	Dean Gustafson, PSS
Wetland I.D.:	Wetland 1		

Field Conditions:	Weather:	sunny, 80's	Snow Depth: 0 inches
	General S	oil Moisture: moist	Frost Depth: 0 inches
Type of Wetland Deli	Type of Wetland Delineation:		
		ACOE	
		Tidal	
Field Numbering Seq	uence: WF	1-01 to 1-45	

#### WETLAND HYDROLOGY:

#### NONTIDAL

Intermittently Flooded	Artificially Flooded 🔀	Permanently Flooded
Semipermanently Flooded	Seasonally Flooded	Temporarily Flooded
Permanently Saturated	Seasonally Saturated – seepage	Seasonally Saturated - perched 🖂
Comments:		

TIDAL

Subtidal 🗌	Regularly Flooded	Irregularly Flooded
Irregularly Flooded		
Comments: N/A		

#### WETLAND TYPE:

#### SYSTEM:

DIDIDIA		
Estuarine	Riverine 🗌	Palustrine 🖂
Lacustrine	Marine 🛄	
Comments:		

#### CLASS:

;;

Emergent	Scrub-shrub	Forested 🖂		
Open Water 🔀	Disturbed 🛛	Wet Meadow		
Comments: Man-made pond intercepts intermittent stream				

#### WATERCOURSE TYPE:

Perennial	Intermittent 🔀	Tidal 🗌	
Comments: channelized stream			

#### SPECIAL AQUATIC HABITAT:

Vernal Pool	Other 🗌		
Comments: N/A			

#### Wetland Delineation Field Form (Cont.)

#### **MAPPED SOILS:**

SOIL SERIES	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Ridgebury, Leicester, and Whitman soils (3)		$\square$	$\square$	
Hollis-Chatfield-Rock outcrop complex (75)		$\boxtimes$	$\square$	$\boxtimes$
Paxton and Montauk fine sandy loams (84)			$\square$	$\square$
Udorthents-Urban land complex (306)		$\square$		$\square$

#### **DOMINANT PLANTS:**

red maple (Acer rubrum)	black birch (Betula lenta)
common spicebush (Lindera benzoin)	Japanese barberry (Barberus)*
spirea (Spiraea latifolia)	jewelweed (Impatiens capensis)
sensitive fern (Onoclea sensibilis)	cinnamon fern (Osmunda cinnamomea)
water lily (Nymphaea sp.)	sweetflag (Acornus calamus)
broadleaf cattail (Typha latifolia)	

\*denotes non-native invasive species

#### WETLAND NARRATIVE:

Wetland 1 consists of a man-made pond fed by an intermittent stream located to the north. This stream flows from an 18 inch reinforced concrete culvert under Sawmill Road. The average stream width is 3-5 feet with clear moderate flows observed. Water leaves this man-made pond feature through an intermittent stream to the south. Bullfrog adults and tadpoles along with green frog adults were observed in the pond during site inspection. The pond also supports small warm water finfish (sunfish, minnows, etc.). The pond contains an emergent shelf dominated by broadleaf cattails with the interior dominated by water lilies. This stream conveys flows south under a 30 inch corrugated metal pipe, through a relatively narrow forested wetland system then off site to the south. This narrow intermittent stream flows onto New Britain Water Department land located within the Wigville Reservoir public water supply watershed, locate further to the south.

#### Wetland Delineation Field Form

Project Address:	77 Milford Street	Project Number:	41479.39
	Burlington, Connecticut		
Inspection Date:	June 29. 2009, rev July 19, 2010	Inspector:	Dean Gustafson, PSS
Wetland I.D.:	Wetland 2		

Field Conditions:	Weather: s	unny, 80's	Snow Depth: 0 inches
	General So	il Moisture: moist	Frost Depth: 0 inches
Type of Wetland Del	incation:	Connecticut	
		ACOE	
		Tidal	
Field Numbering Sequence: WF 2-01 to 2-08			

#### WETLAND HYDROLOGY:

#### NONTIDAL

: .

Intermittently Flooded	Artificially Flooded	Permanently Flooded
Semipermanently Flooded	Seasonally Flooded	Temporarily Flooded
Permanently Saturated	Seasonally Saturated – seepage 🔀	Seasonally Saturated - perched
Comments:		

#### TIDAL

Subtidal	Regularly Flooded	Irregularly Flooded
Irregularly Flooded		
Comments: N/A		

#### WETLAND TYPE:

#### SYSTEM:

Estuarine	Riverine 🗌	Palustrine 🖂
Lacustrine	Marine 🗌	
Comments:		

#### CLASS:

Emergent	Scrub-shrub 🔀	Forested 🔀
Open Water 🔀	Disturbed 🖂	Wet Meadow
Comments:		

#### WATERCOURSE TYPE:

Perennial	Intermittent	Tidal 🔲	
Comments: N/A			

#### SPECIAL AQUATIC HABITAT:

Vernal Pool	Other	
Comments: N/A		

#### Wetland Delineation Field Form (Cont.)

.

#### **MAPPED SOILS:**

SOIL SERIES	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Ridgebury, Leicester, and Whitman soils (3)		$\boxtimes$	$\square$	$\boxtimes$
Hollis-Chatfield-Rock outcrop complex (75)		$\boxtimes$		
Paxton and Montauk finc sandy loams (84)	$\boxtimes$		$\square$	$\boxtimes$
Udorthents-Urban land complex (306)		$\square$	$\square$	

#### **DOMINANT PLANTS:**

red maple (Acer rubrum)	jewelweed (Impatiens capensis)
spicebush (Lindera benzoin)	cinnamon fern (Osmunda cinnamomea)
skunk cabbage (Symplocarpus foetidus)	

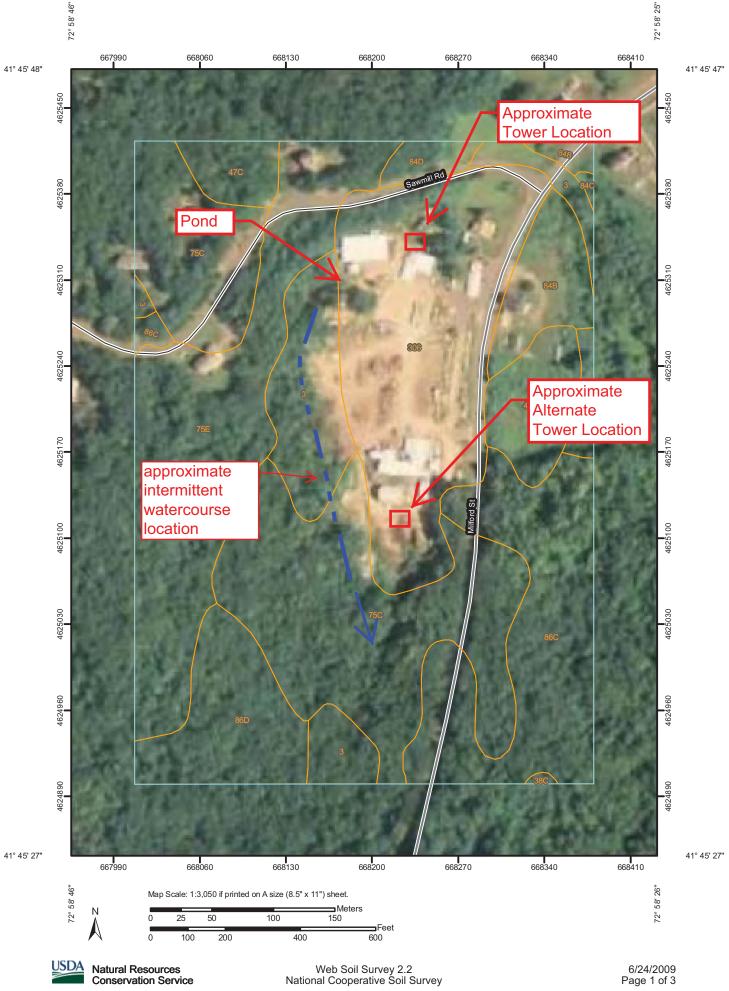
#### WETLAND NARRATIVE:

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Wetland 2 is a small isolated palustrine forested wetland south of the proposed alternate tower facility. This wetland system receives surface flows via an eroded channel created by storm water runoff from the lumber yard to the north. While the headwater of this small wetland feature is located onsite the majority of this feature is located offsite to the south of the Hinman Lumber Company parcel.

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# Soil Map—State of Connecticut (Burlington South Soils Map)



6/24/2009 Page 1 of 3

	MAP LE	EGEND	6	MAP INFORMATION
Area of Interest (AOI)	AOI)	8	Very Story Spot	Map Scale: 1:3,050 if printed on A size (8.5" × 11") sheet.
Area (	Area of Interest (AOI)	\$	Wet Spot	The soil surveys that comprise your AOI were mapped at 1:12,000.
Soils		4	Other	Please rely on the bar scale on each map sheet for accurate map
Soil N	Soil Map Units	Special	Special Line Features	measurements.
Special Point Features	eatures	رد	Gully	Source of Map: Natural Resources Conservation Service
<ul> <li>Blowout</li> </ul>	out			Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
関 Borrow Pit	w Pit	9 9 9		Coordinate System: UTM Zone 18N NAD83
* Clav Spot	Spot	` <b>`</b>	Other	This product is generated from the USDA-NRCS certifted data as of
		Political Features	Features	the version date(s) listed below.
¢ Close	Closed Depression	0	Cities	Soil Survey Area: State of Connecticut
🗶 Gravel Pit	el Pit	Water Features	atures	
. Grave	Gravelly Spot		Oceans	Date(s) aerial images were photographed: 8/14/2006
🕲 Landfill	61N		Streams and Canals	The orthophoto or other base map on which the soil lines were
A Lava Flow	Flow	Transportation	tation	compiled and digitized probably differs from the background
	Marsh or swamp	ŧ	Rails	imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
🛠 Mine o	Mine or Quarry	2	Interstate Highways	
	Miscellaneous Water	ζ	US Routes	
Peren	Perennìal Water		Major Roads	
<ul> <li>Rock</li> </ul>	Rock Outcrop	\$	Local Roads	
+ Saline	Saline Spot			
Sandy	Sandy Spot		·	
E Sever	Severely Eroded Spot			
💠 Sinkhole	iole			
- Slide	Slide or Slip			
	Sodic Spot			
Spoil.	Spoil Area			
ی Stony	Stany Spot			

Soil Map–State of Connecticut (Burlington South Soils Map)

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Web Soil Survey 2.2 National Cooperative Soil Survey

USDA

6/24/2009 Page 2 of 3

# **Map Unit Legend**

State of Connecticut (CT600)				
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI	
3	Ridgebury, Leicester, and Whitman soils, extremely stony	3.9	8.1%	
38C	Hinckley gravelly sandy loam, 3 to 15 percent slopes	0.0	0.1%	
45A	Woodbridge fine sandy loam, 0 to 3 percent slopes	1.8	3.7%	
47C	Woodbridge fine sandy loam, 2 to 15 percent slopes, extremely stony	0.9	1.9%	
75C	Hollis-Chatfield-Rock outcrop complex, 3 to 15 percent slopes	11.7	24.2%	
75E	Hollis-Chalfield-Rock outcrop complex, 15 to 45 percent slopes	8.2	17.0%	
84B	Paxton and Montauk fine sandy loams, 3 to 8 percent slopes	2.0	4.1%	
84C	Paxton and Montauk fine sandy loams, 8 to 15 percent slopes	0.1	0.1%	
84D	Paxton and Montauk fine sandy loams, 15 to 25 percent slopes	0.5	1.1%	
85C	Paxton and Montauk fine sandy loams, 8 to 15 percent slopes, very stony	0.4	0.8%	
86C	Paxton and Montauk fine sandy loams, 3 to 15 percent slopes, extremely stony	6.4	13.3%	
86D	Paxton and Montauk fine sandy loams, 15 to 35 percent slopes, extremely stony	3.0	6.3%	
306	Udorthents-Urban land complex	9.4	19.4%	
Totals for Area of Intere	st	48.2	100.0%	

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### **Map Unit Description (Brief)**

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the selected area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit. A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The "Map Unit Description (Brief)" report gives a brief, general description of the major soils that occur in a map unit. Descriptions of nonsoil (miscellaneous areas) and minor map unit components may or may not be included. This description is written by the local soil scientists responsible for the respective soil survey area data. A more detailed description can be generated by the "Map Unit Description" report.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

#### **Report**—Map Unit Description (Brief)

#### **State of Connecticut**

**Description Category: SOI** 

Map Unit: 3-Ridgebury, Leicester, and Whitman soils, extremely stony

Ridgebury, Leicester And Whitman Soils, Extremely Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 50 inches (940 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 40 percent Ridgebury soils, 35 percent Leicester soils, 15 percent Whitman soils. 10 percent minor components. Ridgebury soils This component occurs on upland drainageway and depression landforms. The parent material consists of lodgement till derived from granite, schist, and gneiss. The slope ranges from 0 to 5 percent and the runoff class is very low. The depth to a restrictive feature is 20 to 30 inches to densic material. The drainage class is poorly drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 2.5 inches (low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 3 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; slightly decomposed plant material 1 to 5 inches; fine sandy loam 5 to 14 inches; fine sandy loam 14 to 21 inches; fine sandy loam 21 to 60 inches; sandy loam Leicester soils This component occurs on upland drainageway and depression landforms. The parent material consists of melt-out till derived from granite, schist, and gneiss. The slope ranges from 0 to 5 percent and the runoff class is very low. The depth to a restrictive feature is greater than 60 inches. The drainage class is poorly drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 7.4 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 9 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; moderately decomposed plant material 1 to 7 inches; fine sandy loam 7 to 10 inches; fine sandy loam 10 to 18 inches; fine sandy loam 18 to 24 inches; fine sandy loam 24 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam Whitman soils This component occurs on upland drainageway and depression landforms. The parent material consists of lodgement till derived from gneiss, schist, and granite. The slope ranges from 0 to 2 percent and the runoff class is very low. The depth to a restrictive feature is 12 to 20 inches to densic material. The drainage class is very poorly drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 1.9 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is occasional. The minimum depth to a seasonal water table, when present, is about 0 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; slightly decomposed plant material 1 to 9 inches; fine sandy loam 9 to 16 inches; fine sandy loam 16 to 22 inches; fine sandy loam 22 to 60 inches; fine sandy loam

Map Unit: 38C—Hinckley gravelly sandy loam, 3 to 15 percent slopes

Hinckley Gravelly Sandy Loam, 3 To 15 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 40 to 50 inches (1016 to 1270 millimeters) and the average annual air temperature is 45 to 55 degrees F. (7 to 13 degrees C.) This map unit is 80 percent Hinckley soils. 20 percent minor components. Hinckley soils This component occurs on valley outwash plain, terrace, kame, and esker landforms. The parent material consists of sandy and gravelly glaciofluvial deposits derived from schist, granite, and gneiss. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is excessively drained. The slowest permeability within 60 inches is about 5.95 in/hr (rapid), with about 2.3 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4e Typical Profile: 0 to 8 inches; gravelly sandy loam 8 to 20 inches; very gravelly loamy sand 20 to 27 inches; very gravelly sand 27 to 42 inches; stratified cobbly coarse sand to extremely gravelly sand 42 to 60 inches; stratified cobbly coarse sand to extremely gravelly sand

Map Unit: 45A—Woodbridge fine sandy loam, 0 to 3 percent slopes

Woodbridge Fine Sandy Loam, 0 To 3 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Woodbridge soils. 20 percent minor components. Woodbridge soils This component occurs on upland drumlin and hill landforms. The parent material consists of lodgement till derived from schist, granite, and gneiss. The slope ranges from 0 to 3 percent and the runoff class is low. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.9 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2w Typical Profile: 0 to 7 inches; fine sandy loam 7 to 18 inches; fine sandy loam 18 to 26 inches; fine sandy loam 26 to 30 inches; fine sandy loam 30 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam

**Map Unit:** 47C—Woodbridge fine sandy loam, 2 to 15 percent slopes, extremely stony

USDA Natural Resources Conservation Service Woodbridge Fine Sandy Loam, 2 To 15 Percent Slopes, Extremely Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 80 percent Woodbridge soils. 20 percent minor components. Woodbridge soils This component occurs on upland drumlin and hill landforms. The parent material consists of lodgement till derived from schist. granite, and gneiss. The slope ranges from 2 to 15 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is moderately well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.9 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 7 inches; fine sandy loam 7 to 18 inches; fine sandy loam 18 to 26 inches; fine sandy loam 26 to 30 inches; fine sandy loam 30 to 43 inches; gravelly fine sandy loam 43 to 65 inches; gravelly fine sandy loam

Map Unit: 75C-Hollis-Chatfield-Rock outcrop complex, 3 to 15 percent slopes



Hollis-Chatfield-Rock Outcrop Complex, 3 To 15 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 54 degrees F. (7 to 12 degrees C.) This map unit is 35 percent Hollis soils, 30 percent Chatfield soils, 15 percent Rock Outcrop. 20 percent minor components. Hollis soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from granite, gneiss, and schist. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is 10 to 20 inches to bedrock (lithic). The drainage class is somewhat excessively drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 1.8 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 9 inches; channery fine sandy loam 9 to 15 inches; gravelly fine sandy loam 15 to 25 inches; unweathered bedrock Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock Rock Outcrop This component occurs on bedrock controlled landforms. The slope ranges from 3 to 15 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 75E—Hollis-Chatfield-Rock outcrop complex, 15 to 45 percent slopes

USDA Natural Resources Conservation Service

Hollis-Chatfield-Rock Outcrop Complex, 15 To 45 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 54 degrees F. (7 to 12) degrees C.) This map unit is 35 percent Hollis soils, 30 percent Chatfield soils, 15 percent Rock Outcrop. 20 percent minor components. Hollis soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from granite, gneiss, and schist. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is 10 to 20 inches to bedrock (lithic). The drainage class is somewhat excessively drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 1.8 inches (very low) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 9 inches; channery fine sandy loam 9 to 15 inches; gravelly fine sandy loam 15 to 25 inches; unweathered bedrock Chatfield soils This component occurs on upland hill and ridge landforms. The parent material consists of melt-out till derived from gneiss, granite, and schist. The slope ranges from 15 to 45 percent and the runoff class is high. The depth to a restrictive feature is 20 to 40 inches to bedrock (lithic). The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is greater than 6 feet. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 1 inches; highly decomposed plant material 1 to 6 inches; gravelly fine sandy loam 6 to 15 inches; gravelly fine sandy loam 15 to 29 inches; gravelly fine sandy loam 29 to 36 inches; unweathered bedrock Rock Outcrop This component occurs on bedrock controlled landforms. The slope ranges from 15 to 45 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 84B-Paxton and Montauk fine sandy loams, 3 to 8 percent slopes



Paxton And Montauk Fine Sandy Loams, 3 To 8 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils, 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 3 to 8 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2e Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 3 to 8 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 2e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

Map Unit: 84C—Paxton and Montauk fine sandy loams, 8 to 15 percent slopes

USDA

Paxton And Montauk Fine Sandy Loams, 8 To 15 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils, 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 8 to 15 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 3e Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 8 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 3e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

Map Unit: 84D—Paxton and Montauk fine sandy loams, 15 to 25 percent slopes

Paxton And Montauk Fine Sandy Loams, 15 To 25 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 50 inches (889 to 1270 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils. 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 15 to 25 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4e Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 15 to 25 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 4e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

**Map Unit:** 85C—Paxton and Montauk fine sandy loams, 8 to 15 percent slopes, very stony

USDA

Paxton And Montauk Fine Sandy Loams, 8 To 15 Percent Slopes, Very Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 56 inches (889 to 1422 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton solls, 30 percent Montauk soils, 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 8 to 15 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 8 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 6s Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

**Map Unit:** 86C—Paxton and Montauk fine sandy loams, 3 to 15 percent slopes, extremely stony

USDA

Paxton And Montauk Fine Sandy Loams, 3 To 15 Percent Slopes, Extremely Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 56 inches (889 to 1422 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils. 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 3 to 15 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 3 to 15 percent and the runoff class is low. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

**Map Unit:** 86D—Paxton and Montauk fine sandy loams, 15 to 35 percent slopes, extremely stony

Paxton And Montauk Fine Sandy Loams, 15 To 35 Percent Slopes, Extremely Stony This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 35 to 56 inches (889 to 1422 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 55 percent Paxton soils, 30 percent Montauk soils. 15 percent minor components. Paxton soils This component occurs on upland hill and drumlin landforms. The parent material consists of lodgement till derived from granite, gneiss, and schist. The slope ranges from 15 to 35 percent and the runoff class is very high. The depth to a restrictive feature is 20 to 40 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.4 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 24 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 8 inches; fine sandy loam 8 to 15 inches; fine sandy loam 15 to 26 inches; fine sandy loam 26 to 65 inches; gravelly fine sandy loam Montauk soils This component occurs on upland hill and drumlin landforms. The parent material consists of sandy lodgement till derived from granite and gneiss. The slope ranges from 15 to 35 percent and the runoff class is medium. The depth to a restrictive feature is 20 to 38 inches to densic material. The drainage class is well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 3.3 inches (moderate) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.5 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table, when present, is about 27 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 7s Typical Profile: 0 to 4 inches; fine sandy loam 4 to 14 inches; fine sandy loam 14 to 25 inches; sandy loam 25 to 39 inches; gravelly loamy coarse sand 39 to 60 inches; gravelly sandy loam

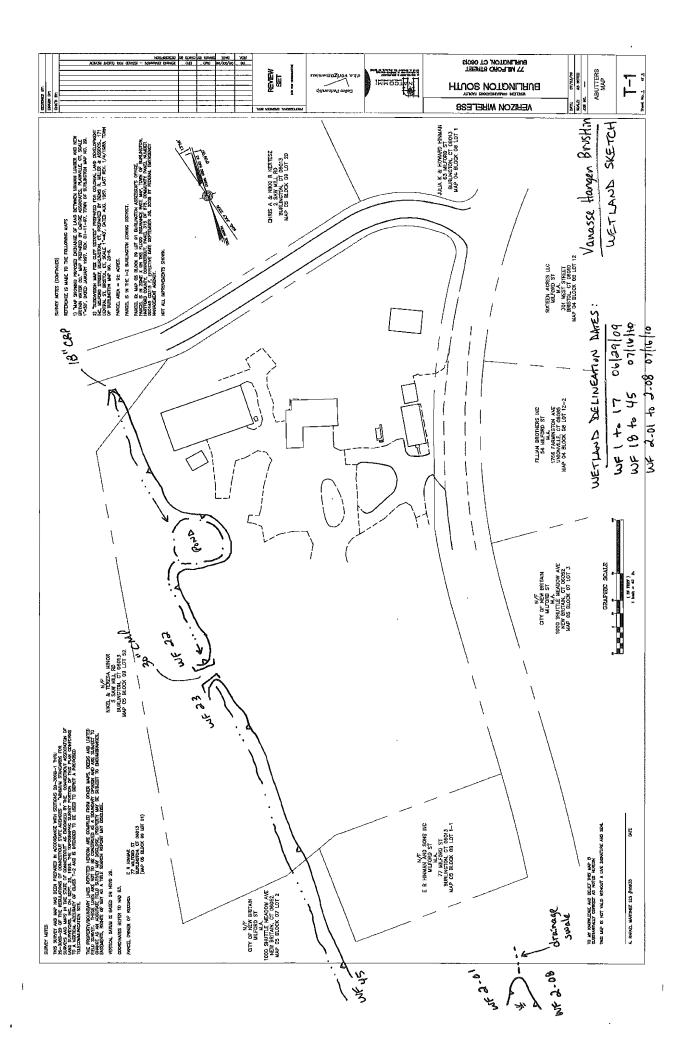
Map Unit: 306—Udorthents-Urban land complex

USDA

Udorthents-Urban Land Complex This map unit is in the New England and Eastern New York Upland, Southern Part Connecticut Valley Major Land Resource Area. The mean annual precipitation is 32 to 50 inches (813 to 1270 millimeters) and the average annual air temperature is 45 to 55 degrees F. (7 to 13 degrees C.) This map unit is 50 percent Udorthents soils, 35 percent Urban Land, 15 percent minor components. Udorthents soils This component occurs on cut (road, railroad, etc.), railroad bed, road bed, spoil pile, urban land, fill, and spoil pile landforms. The slope ranges from 0 to 25 percent and the runoff class is medium. The depth to a restrictive feature varies, but is commonly greater than 60 inches. The drainage class is typically well drained. The slowest permeability within 60 inches is about 0.00 in/hr (very slow), with about 9.0 inches (high) available water capacity. The weighted average shrink-swell potential in 10 to 60 inches is about 1.4 LEP (low). The flooding frequency for this component is none. The ponding hazard is none. The minimum depth to a seasonal water table is greater than 60 inches. The maximum calcium carbonate within 40 inches is none. The maximum amount of salinity in any layer is about 0 mmhos/cm (nonsaline). The Nonirrigated Land Capability Class is 3e Typical Profile: 0 to 5 inches; loam 5 to 21 inches; gravelly loam 21 to 80 inches; very gravelly sandy loam Urban Land Urban land is land mostly covered by streets, parking lots, buildings, and other structures of urban areas. The slope ranges from 0 to 35 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

### **Data Source Information**

Soil Survey Area: State of Connecticut Survey Area Data: Version 6, Mar 22, 2007





Sunday, July 29, 2012

'Zone X' (flooding frequency greater than 500 year) Path: C:\All\_Points\_Tech\Projects\Client\Verizon\CT141650(BurlingtonS)\GIS\Maps\FloodZoneMap.mxd

# **TOWAIR Determination Results**

# \*\*\* NOTICE \*\*\*

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

# **DETERMINATION** Results

# Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.

Your Specifications	
NAD83 Coordinates	
Latitude	41-45-35.9 north
Longitude	072-58-35.3 west
Measurements (Meters)	·
Overall Structure Height (AGL)	34.4
Support Structure Height (AGL)	33.5
Site Elevation (AMSL)	248.1
Structure Type	
POLE - Any type of Pole	

<u>Tower Construction Notifications</u> Notify Tribes and Historic Preservation Officers of your plans to build a tower.

.<u>....</u>

SITE NAME: Burlington South, CT SITE NUMBER: 2000018041 ATTY/DATE: Saunders/2011

#### LAND LEASE AGREEMENT

This Agreement, made this  $23^{\circ}$  day of May, 2012 between B & R Corporation with its principal offices located at 216 Bogue Road, Harwinton, Connecticut 06791, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. <u>PREMISES</u>. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 71-77 Milford Street, in the Town of Burlington, County of Hartford, and State of Connecticut, and being described as an approximately 10,000 square feet area (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a Twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Milford Street (a/k/a Route 69), to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map No. 5 of the Town of Burlington as Block 09, Lot 1 and is further described in Deed Book 290 at Page 754 as recorded in the Office of Burlington Town Clerk.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. <u>SURVEY</u>. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments for the first year of the initial term shall commence 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 or to such other person, firm or place as LESSOR may, from time to time, (W2027607)

designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. If the Agreement has not commenced by the two (2) year anniversary of the execution date, then LESSOR, within thirty (30) days of that date, shall have the option of terminating the Agreement by providing LESSEE written notice, in accordance with Paragraph 23 herein, of its intent to terminate, whereupon all obligations of the parties will terminate.

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.

Ъ. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding

anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (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 six (6) months prior to the end of the then current term.

5. <u>ANNUAL INCREASES</u>. The annual rental for each year of each term after the first year of the initial term shall increase by of the annual rental payable with respect to the immediately preceding year.

#### 6. INTENTIONALLY OMITTED.

7. LESSEE shall have the responsibility to pay any personal property, real TAXES. estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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.

USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the 8. purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. 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 the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 below, 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 indemnifying 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.

#### 10. INSURANCE.

a. 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 to the Property, resulting from any fire, or other casualty of 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, or either of them. 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.

b. LESSOR and LESSEE each agree that at its own cost and expense, each 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 \$1,000,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured. LESSEE shall also carry automobile liability insurance with limits of at least \$1,000,000. LESSEE shall provide LESSOR, upon request, evidence of Statutory Workers Compensation insurance and property insurance for any improvements, equipment, antennas and conduits.

11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, 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.

12. <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. <u>INTERFERENCE</u>. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is

of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. <u>REMOVAL AT END OF TERM</u>. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE 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 (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this 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 such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. <u>HOLDOVER</u>. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

#### 16. INTENTIONALLY OMITTED.

17. <u>RIGHTS UPON SALE</u>. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale 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 under the terms of this Agreement. To the extent that LESSOR, while maintaining ownership of the Property, grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, 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 this Agreement.

18. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. <u>TITLE</u>. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. <u>ASSIGNMENT</u>. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, 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 LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. <u>NOTICES</u>. 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: B & R Corporation 216 Bogue Road Harwinton, Connecticut 06791 Attention: Operations Manager

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.

24. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, 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 or right-of-way; 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 right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and The Non-Disturbance Agreement shall include the encumbering party's cure periods. ("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 (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under 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

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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.

26. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

#### 27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

In the event there is a breach by LESSOR with respect to any of the b. provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

Notwithstanding the foregoing notice requirements, in the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, simultaneously with LESSEE's notice to LESSOR, LESSEE shall give LESSOR's lender ("LENDER") written notice of such breach in the manner set forth in Paragraph 23 herein at LENDER's place of business located at People's United Bank, One Financial Place, Hartford, Connecticut 06103, Attention: Domenic A. Cessario, Senior Commercial Loan Officer, SVP. LESSEE's obligation to provide LENDER such notice shall continue for as long as LENDER maintains a mortgage on the Property.

28. REMEDIES. 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 on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. 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. In the event of a default by either Party with respect to a material provision of this Agreement, 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 the 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 Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

If LESSOR so performs any of LESSEE's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSOR shall immediately be owing by LESSEE to LESSOR, and LESSEE shall pay to LESSOR upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws.

#### 29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such noncompliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon unless such environmental conditions are caused by LESSOR.

30. <u>CASUALTY</u>. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. <u>CONDEMNATION</u>. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning

authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, 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 (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. <u>SUBLEASING</u>. LESSEE shall have the right, within its sole discretion, to sublet any portion of the Premises, provided that LESSOR shall be paid \_\_\_\_\_\_\_\_\_, of any rental payments paid by any sublessee(s), payable at the time rental payments are paid by any sublessee(s) to LESSEE. Such payments shall be made by such sublessee(s) directly to LESSOR.

37. LICENSE AGREEMENT AND LAND PERMIT. The Parties acknowledge and agree that LESSEE's use of the Property is contingent on (i) the modification of the restrictions in Paragraph 1 b and f (the "Restrictions") set forth in a certain Water Company Land Permit No. 98-6 issued by the State of Connecticut Department of Public Health, dated March 22, 1999 and recorded in Volume 179 at Page 572 of the Burlington Land Records; and (ii) the granting of a revocable license agreement, satisfactory in form and content to LESSEE (the "License") by the City of New Britain and the Board of Water Commissioners of the City of New Britain (collectively "NBWC") to LESSEE for access to and from the NBWC's property located directly to the south and west of the Premises for the installation and maintenance of plunge pools/level spreaders and silt fences/haybales. LESSEE shall have the option, in its sole discretion, to terminate this Agreement in the event that the Restrictions are not modified and/or the License is not granted, expires, or is otherwise revoked or terminated.

38. <u>LESSEE'S IMPROVEMENTS</u>. LESSEE and LESSOR agree that LESSEE shall make improvements to the Premises for the benefit of LESSOR consisting of the planting of screening shrubs and trees and the installation of swales as depicted on Exhibit "C". LESSEE shall maintain the shrubs and trees during the term of this Agreement. Upon termination of this Agreement, such improvements shall remain the property of LESSOR, and LESSOR shall accept such improvements in their "AS IS" condition and LESSEE shall have no further obligation or liability. IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS

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LESSOR: B& R Corporation Douch un By: Its: 2 Date:

JESS Jann Paul

WITNESS

LESSEE: Cellco Partnership d/b/a Verizon Wireless By: vid R. Heverling П

Its: Area Vice President Network

Date: \_

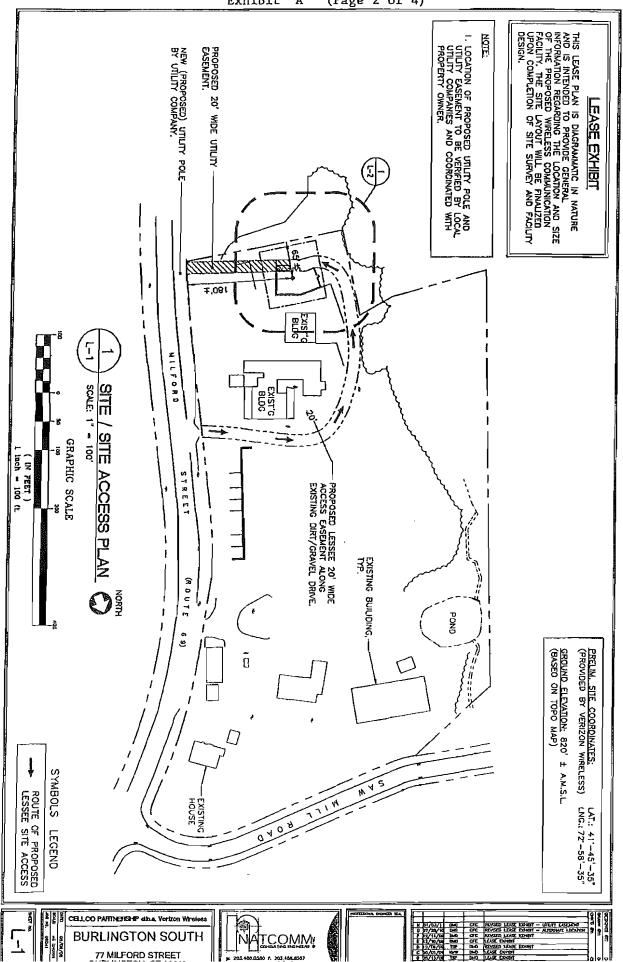
#### Exhibit "A" (Page 1 of 4)

A certain piece or parcel of land, with all building and improvements thereon, situated on the northwesterly side of Milford Street, also know as State Highway Route 69, in the Town of Burlington, County of Hartford and State of Connecticut shown as "Parcel A" and more particularly described on a map entitled "Map Showing Proposed Exchange of Land Between Hinman Lumber and New Britain Water Co., Milford Street, a/k/a Route No. 69 Burlington, Connecticut Scale 1" =50' January 1997 Rev. 01-11-97 Rev. 10-08-97 iw/misc.p/l Prepared by Empire Associates Plainville, Connecticut". The area of Parcel A is 1.046 acres. Parcel A is described and bounded as follows:

Beginning at a point in the west street line of Milford Street said point being the point of curvature of a curve to the right having a radius of 1958.88 feet; thence running southerly in said west street line in a curve to the right having a radius of 1958.88 feet a distance of 160.22 feet to a point; thence running N 80° 14' 18"W. along property now or formerly of the City of New Britain a distance of 275.36 feet to a point; thence running N. 09"05' 08" E. along property now or formerly of the City of New Britain with a distance of 150.12 feet to a point; thence running N. 80° 36' 17"E. along the Second Piece described above with a distance of 30.12 feet to a point; thence running N. 80° 03" 27" W. along the Second Piece described above with a distance of 266.75 feet to the point of beginning.

Being the same premises described in a Warranty Deed from The City of New Britain dated June 8, 1999 and recorded in Volume 179 at Page 570 of the Burlington Land Records.

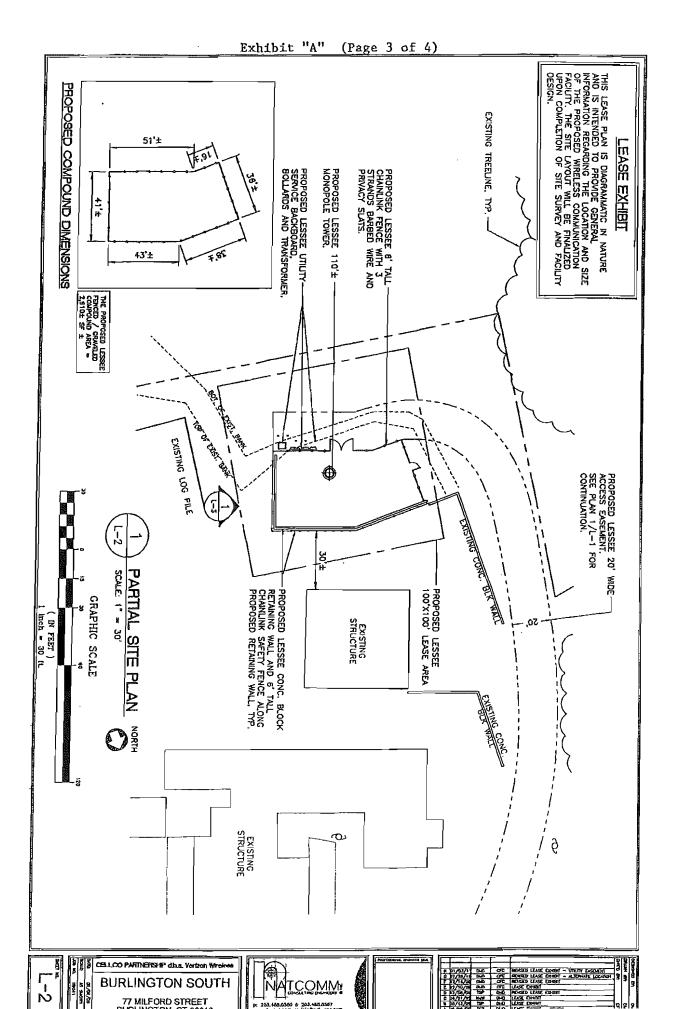
Said premises are subject to the terms and conditions of a Water Company Land Permit issued by the State of Connecticut as set forth in Volume 179 Page 572 of the Burlington Land Records.

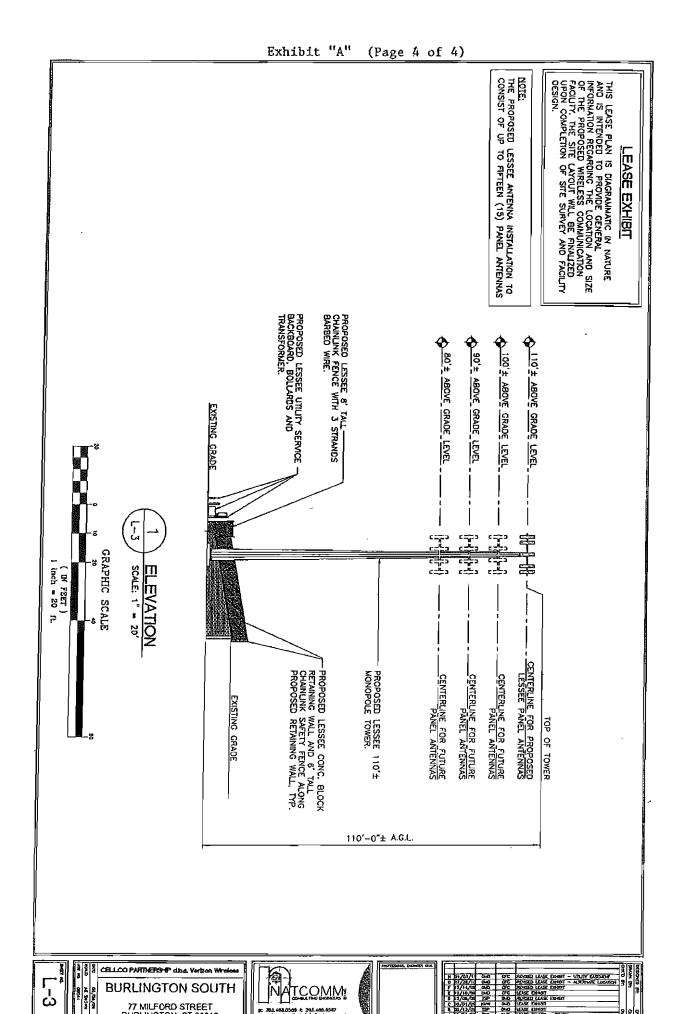


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Exhibit "A" (Page 2 of 4)





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