

Proposed Wireless Telecommunications Facility

Bayview
234 Melba Street
Milford, Connecticut

Prepared for



Prepared by **VHB/V**anasse Hangen Brustlin, Inc.
54 Tuttle Place
Middletown, CT 06457

September 2010

Visual Resource Evaluation

Cellco Partnership, dba Verizon Wireless, seeks approval from the Connecticut Siting Council for a Certificate of Environmental Compatibility and Public Need for the construction of a wireless telecommunications facility ("Facility") to be located on property at 234 Melba Street (identified herein as the "host property"), in the City of Milford, Connecticut. This Visual Resource Evaluation was conducted to evaluate the visibility of the proposed Facility within a two-mile radius ("Study Area"). Attachment A contains a map that depicts the location of the proposed Facility and the limits of the Study Area.

Project Introduction

The proposed Facility includes the installation of a 136-foot tall flagpole where the telecommunications antenna panels and coaxial cable would be mounted to the interior of the pole, such that no exterior antennas or associated infrastructure would be visible. Both the proposed flagpole and ground equipment would be situated within a 1,405-square foot fence-enclosed compound. The proposed Facility is located at a ground elevation of 30.3 feet Above Mean Sea Level (AMSL). Access to the Facility would be achieved via an existing parking area currently located on the host property. Attachment A contains a photograph of the proposed project area.

Site Description and Setting

Identified in the City of Milford land records as Map 39/Block 0542/Lot 0038A, the host property consists of approximately 2.70 acres of land. The host property is currently occupied by two small commercial buildings and an existing telecommunications installation that includes a 135-foot tall flagpole and associated, fence-enclosed compound area. Land use within the general vicinity of the proposed Facility is mainly comprised of high-density residential development with several commercial establishments. Segments of Interstate 95 and Route 162 are contained within the Study Area. In total, the Study Area features approximately 83 linear miles of roadways.

The topography within the Study Area is generally characterized by gently rolling hills with ground elevations that range from sea level to approximately 165 feet AMSL. The Study Area contains approximately 4,653 acres of surface water, which includes portions of Long Island Sound located to the south of the host property; Milford Harbor to the northwest; and Gulf Pond to the northwest. The tree cover within the Study Area consists mainly of mixed deciduous hardwood species that occupy approximately 1,212 acres of the 8,042-acre study area (15%). The average tree canopy height throughout the Study Area was determined to be approximately 50 feet.

METHODOLOGY

To evaluate the visibility associated with the proposed Facility, VHB used the combination of a predictive computer model and in-field analysis. The predictive model provided a preliminary assessment of potential visibility throughout the entire study area, including private property and other areas inaccessible for direct observations. A "balloon float" and Study Area reconnaissance were subsequently conducted for field verification to back-check the initial computer modeling results, to obtain location and height representations, and to provide photographic documentation from publicly accessible areas. A description of the procedures used in the analysis is provided below.

Visibility Analysis

VHB uses ArcGIS® Spatial Analyst, a computer modeling tool developed by Environmental Systems Research Institute, Inc., to calculate the areas from which at least the top of the proposed Facility is expected to be visible. Project- and Study Area-specific data were incorporated into the computer model, including Facility height, its ground elevation, underlying and surrounding topography and existing vegetation. Information used in the model included Connecticut LiDAR¹-based digital elevation data and a digital forest (or tree canopy) layer developed for the Study Area. The LiDAR-based Digital Elevation Model (DEM) represents ten-foot spatial resolution elevation information for the state of Connecticut that was derived through the spatial interpolation of airborne LiDAR-based data collected in the year 2000 and has a horizontal resolution of ten (10) feet. The LiDAR-based data was edited in 2007 and made available by the University of Connecticut through its Center for Land Use Education and Research (CLEAR). To create the forest layer, mature trees and woodland areas depicted on aerial photographs (ranging in dates from 2004 to 2008) were manually digitized (hand traced) in ArcGIS®, creating a geographic data layer for inclusion in the computer model. The black and white, digital aerial photographs, obtained from the Connecticut Department of Transportation, were flown in the spring of 2004 and selected for use in this analysis because of their image quality and depiction of pre-leaf emergence (i.e., "leaf-off") conditions. These photographs are half-foot pixel resolution. The more recent aerial photographs (2006 and 2008) were overlaid and evaluated to identify any new development resulting in the removal of trees.

Once the specific data layers were entered, the ArcGIS® Spatial Analyst Viewshed tool was applied to achieve an estimate of locations where the proposed Facility could be visible. First, only topography was used as a possible visual constraint; the tree canopy was omitted to evaluate potential visibility with no intervening vegetative screening. The initial omission of

¹ LiDAR is an acronym for Light Detection and Ranging. It is a technology that utilized lasers to determine the distance to an object or surface. LiDAR is similar to radar, but incorporates laser pulses rather than sound waves. It measures the time delay between transmission and reflection of the laser pulse.

this data layer resulted in an excessively conservative prediction, but it provided an opportunity to identify areas within potential direct lines of sight of the Facility.

The forest data layer was then overlaid and built into the DEM, using a conservative average tree canopy height of 50 feet, to establish a baseline assessment of intervening vegetation. The resultant preliminary viewshed map was used during the in-field activities (described further below) to compare the outcome of the initial computer modeling with observations of the balloon float to identify deviations. Information obtained from the field reconnaissance was ultimately incorporated into the model to refine the viewshed map.

The average tree canopy height, in this case 50 feet, was determined based on information collected in the field using a combination of a hand-held laser range finder and comparative observations.

As a final step, the forested areas were extracted from the areas of visibility, using a conservative assumption that a person standing within the forest will not be able to view the proposed Facility beyond a distance of approximately 500 feet. Depending on the density of the intervening tree canopy and understory of the surrounding woodlands, it is assumed that some locations within this distance could provide visibility of at least portions of the proposed Facility at any time of the year. In "leaf-on" conditions, this distance may be overly conservative for most locations. However, for purposes of this analysis, it was reasoned that forested land beyond 500 feet of the proposed Facility would consist of light-impenetrable trees of a uniform height.

Also included on the map is a data layer, obtained from the State of Connecticut Department of Environmental Protection ("CTDEP"), which depicts various land and water resources such as parks and forests, recreational facilities, dedicated open space, CTDEP boat launches and other categories. Lastly, based on both a review of published information and discussions with municipal officials in Milford it was determined that there are no state or locally-designated scenic roadways located within the Study Area.

Balloon Float and Study Area Reconnaissance

On May 27, 2010 Vanasse Hangen Brustlin Inc., (VHB) conducted a balloon float to further evaluate the potential viewshed within the Study Area. The balloon float consisted of raising and maintaining an approximate four-foot diameter, helium-filled balloon at the proposed site location at a height of 126 feet, the proposed height at the time the balloon float was conducted. Once the balloon was secured, VHB staff conducted a drive-by reconnaissance along the roads located within the Study Area with an emphasis on nearby residential areas and other potential sensitive receptors in order to evaluate the results of the preliminary viewshed map and to document where the balloon was, and was not, visible above and/or through the tree canopy. During the balloon float, the temperature was approximately 75 degrees Fahrenheit with calm wind conditions and sunny skies.

Photographic Documentation

During the balloon float, VHB personnel drove the public road system within the Study Area to inventory those areas where the balloon was visible. The balloon was photographed from a number of different vantage points to document the actual view towards the proposed Facility. The locations of the photos are described below:

View	Location	Orientation	Dist. To Site	Visibility
1	Adjacent to #29 Point Beach Road	Northwest	± 0.36-Mile	Year-Round
2	Adjacent to #22 Virginia Street	North	± 0.30-Mile	Year-Round
3	Adjacent to #22 Morehouse Avenue	North	± 0.27-Mile	Year-Round
4	Ball field/Park located south of host property	North	± 0.15-Mile	Year-Round
5	Field Court at Bayside Drive	Northeast	± 0.76-Mile	Year-Round
6	Melba Street at Mills Street	Northeast	± 0.19-Mile	Year-Round
7	Adjacent to #33 Clover Street	Southeast	± 0.26-Mile	Year-Round
8	Adjacent to #29 Indian River Road	Southeast	± 0.59-Mile	Year-Round
9	Welchs Point Road	Southeast	± 0.54-Mile	Year-Round
10	Adjacent to #44 Carriage Lane	Southeast	± 0.24-Mile	Year-Round
11	Adjacent parking area on Platt Street	East	± 0.24-Mile	Year-Round
12	Adjacent to #196 Platt Street	Southwest	± 0.18-Mile	Year-Round
13	Adjacent to #64 Melba Avenue	Northwest	± 0.09-Mile	Year-Round
14	Adjacent to #94 Point Lookout Road	Northeast	± 1.08-Mile	Year-Round
15	Adjacent to #21 McDermott Street	Southwest	± 0.93-Mile	Year-Round

Photographs of the balloon from the view points listed above were taken with a Nikon D-80 digital camera body and fixed Nikon 50 mm lens. "The lens that most closely approximates the view of the unaided human eye is known as the normal focal-length lens. For the 35 mm camera format, which gives a 24x36 mm image, the normal focal length is about 50 mm."¹

The locations of the photographic points are recorded in the field using a hand-held GPS receiver and are subsequently plotted on the maps contained in the attachments to this document.

Photographic Simulation

Photographic simulations were generated for fifteen representative locations where the balloon was visible during the in-field activities. The photographic simulations represent a scaled depiction of the proposed Facility from these locations. Initially, a 126 foot tall flagpole was proposed on the host property, but was subsequently increase by 10 feet for an overall height of 136 feet AGL. In order to depict the currently proposed height of 136 feet in the photographic simulations, an additional 10 feet was added to the height of the balloons in

¹ Warren, Bruce. *Photography*, West Publishing Company, Eagan, MN, c. 1993, (page 70).

the attached photographic documentation. In this particular instance, the diameter of the balloon, roughly 48 inches, was used to approximate the additional 10 feet. A photolog map and simulations are contained in Attachment A.

CONCLUSIONS

Based on this analysis, areas from where the proposed 136-foot tall flagpole would be visible above the tree canopy comprise approximately 3,276 acres. As depicted on the attached viewshed map (contained in Attachment B), the majority of the potential visibility occurs over open water on Long Island Sound located approximately 0.40-mile to the south of the proposed Facility. Year-round visibility on Long Island accounts for approximately 3,258 acres of the 3,276-acre total (99%). Other areas of where year-round visibility is anticipated include select portions of Morehouse Avenue, Richard Street, Virginia Street, Point Beach Drive, Howard Court, Platt Street, Melba Street, Clover Street, Carriage Lane, McDermott Street, Welchs Point Road, Point Lookout Road, Field Court, Lawrence Court and Mills Avenue. Overall, year-round visibility is limited to the general vicinity of the proposed Facility, typically within 0.50-mile. Given the dense residential development surrounding the proposed Facility, VHB estimates that at least partial year-round views of the proposed Facility may be achieved from roughly 81 residential properties within the Study Area. Such views are generally expected to be intermittent, where the proposed Facility would quickly come into and out of view, and partially obstructed by a combination of the existing vegetation and nearby residential structures, many of which comprise two or more stories in height and are situated within close proximity to one another. It is also important to note that the design of the proposed Facility, a flagpole, would serve to significantly minimize the associated visual effects, particularly in comparison to a traditional monopole tower that typically includes externally-mounted antennas and support structures. This is further supported by the presence of the existing 135-foot tall flagpole. The addition of the proposed Facility results in a paired arrangement of the facilities exhibiting similar designs and heights.

The viewshed map also depicts several additional areas where seasonal (i.e. during "leaf off" conditions) views are anticipated. These areas comprise approximately 34 acres and are located within the general vicinity of the proposed Facility. VHB estimates that limited seasonal views of the proposed Facility may be achieved from portions of approximately 73 additional residential properties. Again, such views would largely be minimized by the incorporation of the flagpole design.

The approximate number of residential properties where potential views of the proposed Facility may be achieved is provided in the table below:

Location	Number of Residential Properties With Potential Year-Round Visibility	Number of Residential Properties With Potential Seasonal Visibility
Morehouse Avenue	6	8
Richard Street	5	1
Virginia Street	3	6

Location	Number of Residential Properties With Potential Year-Round Visibility	Number of Residential Properties With Potential Seasonal Visibility
Point Beach Drive	13	10
Howard Court	3	4
Platt Street	4	6
Elaine Road	0	18
Melba Street	6	0
Clover Street	2	0
Carriage Lane	3	2
McDermott Street	0	4
Welchs Point Road	2	0
Point Lookout Road	8	0
Field Court	17	0
Lawrence Court	5	0
Bayshore Drive	3	0
Mills Avenue	1	0
Rustic Road	0	2
Pond Point Avenue	0	12
TOTAL:	81	73

Attachment A

Project Area Photograph, Study Area Map, Balloon Float Photographs, and Photographic Simulations

| Photographic Documentation



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VIEW	LOCATION
SITE	PROPOSED PROJECT AREA

Photolog Map



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Photographic Documentation



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VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
1	ADJACENT TO #29 POINT BEACH ROAD	NORTHWEST	0.36 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
1	ADJACENT TO #29 POINT BEACH ROAD	NORTHWEST	0.36 MILE +/-	YEAR-ROUND

Photographic Documentation



JA14179_46\graphics\FIGURES\1479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
2	ADJACENT TO #22 VIRGINIA STREET	NORTH	0.30 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\1479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
2	ADJACENT TO #22 VIRGINIA STREET	NORTH	0.30 MILE +/-	YEAR-ROUND

Photographic Documentation



JA14179_46\graphics\FIGURES\1479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
3	ADJACENT TO #22 MOREHOUSE AVENUE	NORTH	0.27 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
3	ADJACENT TO #22 MOREHOUSE AVENUE	NORTH	0.27 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
4	BALL FIELD/PARK LOCATED SOUTH OF HOST PROPERTY	NORTH	0.15 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
4	BALL FIELD/PARK LOCATED SOUTH OF HOST PROPERTY	NORTH	0.15 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
5	FIELD COURT AT BAYSIDE DRIVE	NORTHEAST	0.76 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
5	FIELD COURT AT BAYSIDE DRIVE	NORTHEAST	0.76 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\1479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
6	MELBA STREET AT MILLS STREET	NORTHEAST	0.19 MILE +/-	YEAR-ROUND

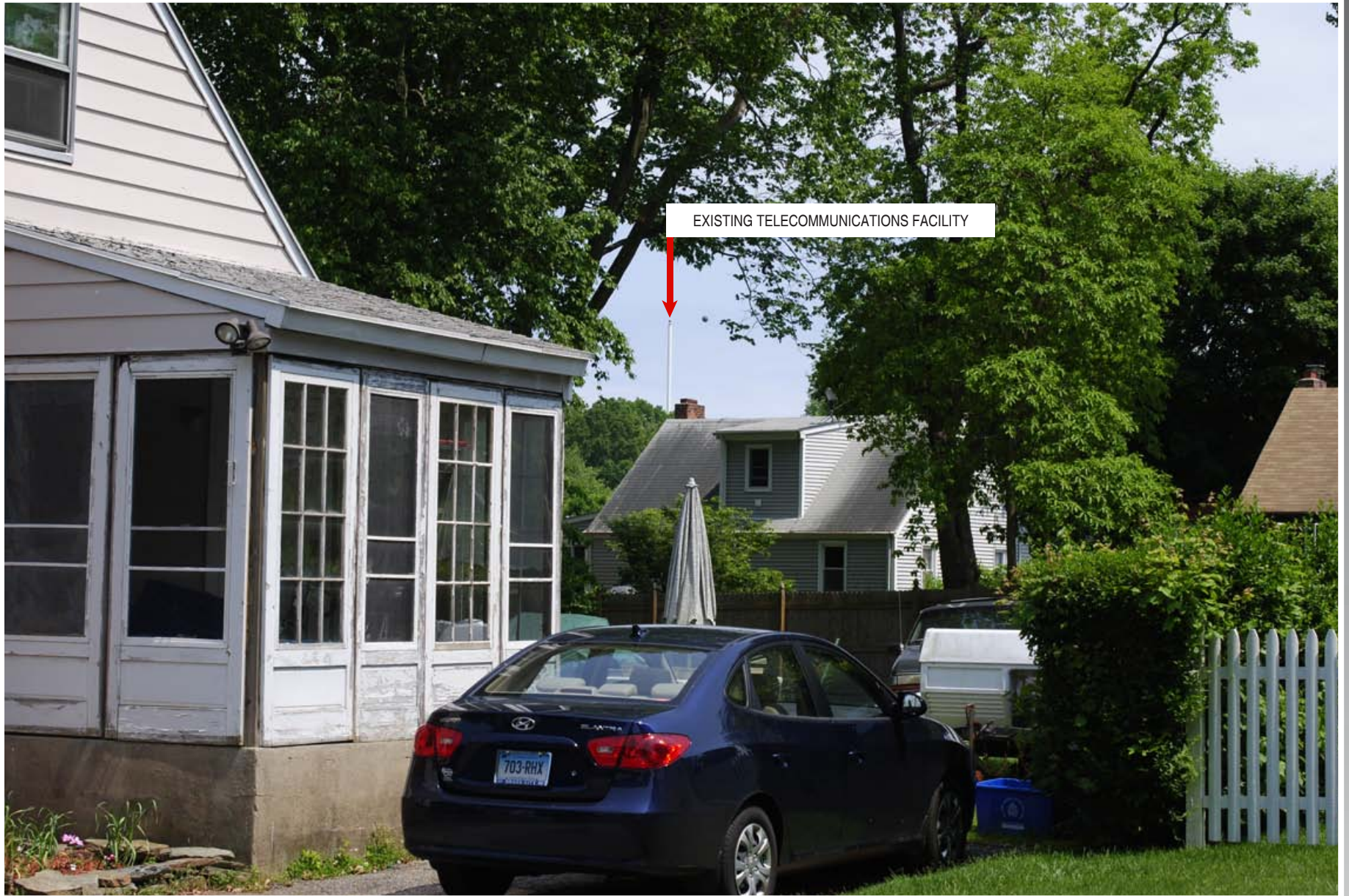
Photographic Simulation



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VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
6	MELBA STREET AT MILLS STREET	NORTHEAST	0.19 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
7	ADJACENT TO #33 CLOVER STREET	SOUTHEAST	0.26 MILE +/-	YEAR-ROUND

Photographic Simulation



JA14179_46\graphics\FIGURES\14179_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
7	ADJACENT TO #33 CLOVER STREET	SOUTHEAST	0.26 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
8	ADJACENT TO #29 INDIAN RIVER ROAD	SOUTHEAST	0.59 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
8	ADJACENT TO #29 INDIAN RIVER ROAD	SOUTHEAST	0.59 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
9	WELCHS POINT ROAD ADJACENT TO CALF PEN MEADOW SCHOOL	SOUTHEAST	0.54 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
9	WELCHS POINT ROAD ADJACENT TO CALF PEN MEADOW SCHOOL	SOUTHEAST	0.54 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
10	ADJACENT TO #44 CARRIAGE LANE	SOUTHEAST	0.24 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
10	ADJACENT TO #44 CARRIAGE LANE	SOUTHEAST	0.24 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
11	ADJACENT PARKING AREA ON PLATT STREET	EAST	0.24 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
11	ADJACENT PARKING AREA ON PLATT STREET	EAST	0.24 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
12	ADJACENT TO #196 PLATT STREET	SOUTHWEST	0.18 MILE +/-	YEAR-ROUND

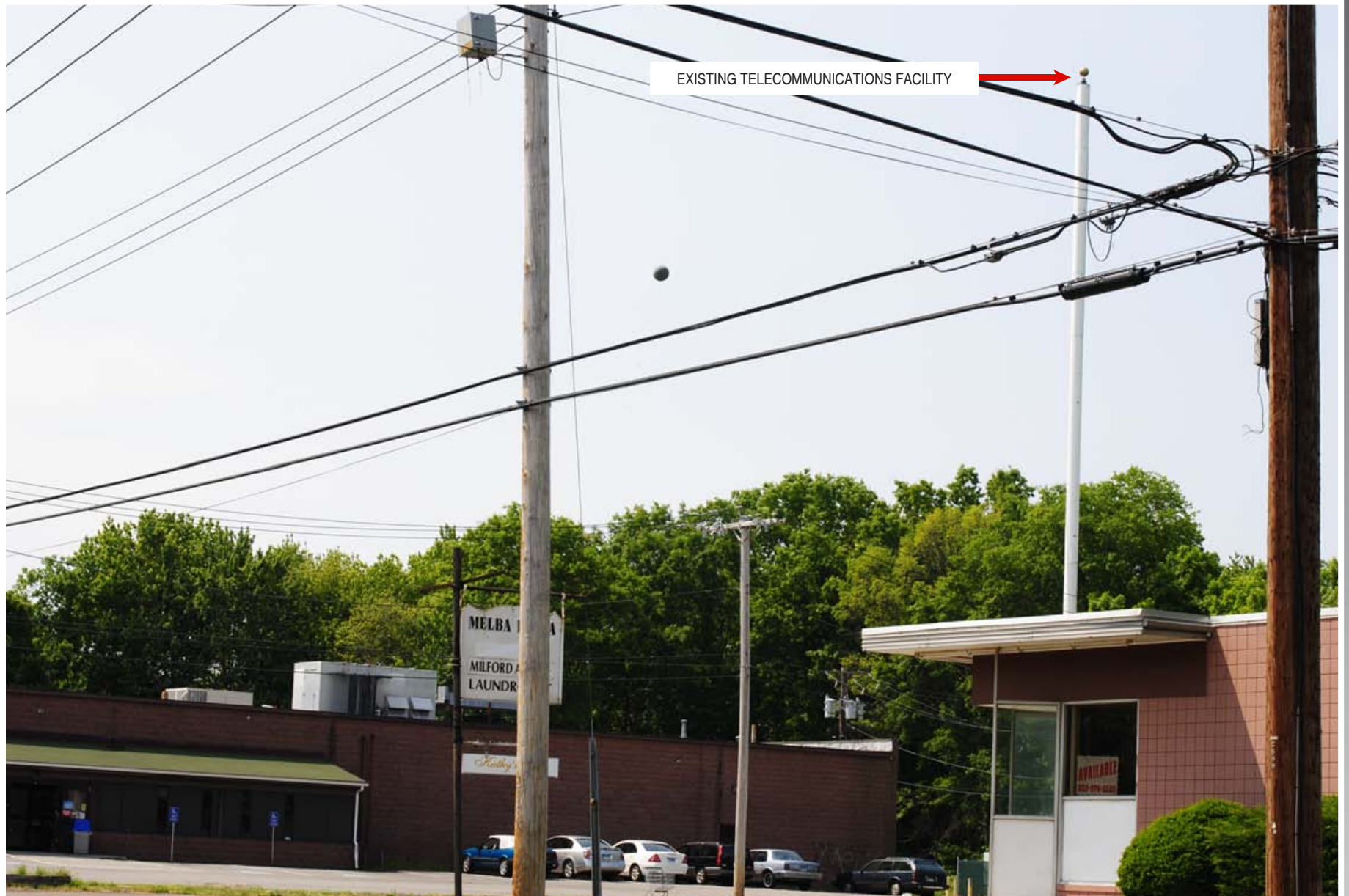
Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
12	ADJACENT TO #196 PLATT STREET	SOUTHWEST	0.18 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\1479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
13	ADJACENT TO #64 MELBA AVENUE	NORTHWEST	0.09 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
13	ADJACENT TO #64 MELBA AVENUE	NORTHWEST	0.09 MILE +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
14	ADJACENT TO #94 POINT LOOKOUT ROAD	NORTHEAST	1.08 MILES +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
14	ADJACENT TO #94 POINT LOOKOUT ROAD	NORTHEAST	1.08 MILES +/-	YEAR-ROUND

Photographic Documentation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
15	ADJACENT TO #21 McDERMOTT STREET	SOUTHWEST	0.33 MILE +/-	YEAR-ROUND

Photographic Simulation



J:\41479_46\graphics\FIGURES\41479_46_Photosim

VIEW	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
15	ADJACENT TO #21 McDERMOTT STREET	SOUTHWEST	0.33 MILE +/-	YEAR-ROUND

Attachment B

Viewshed Map

Preliminary Viewshed Analysis
Proposed Verizon Wireless
Telecommunications Facility
Bayview
234 Melba Street
Milford, Connecticut

NOTE:

































- Viewshed analysis conducted using ESRI's Spatial Analyst.
- Proposed Facility height is 126 feet.
- Existing tree canopy height estimated at 50 feet.
- Study Area is comprised of a two-mile radius surrounding the proposed facility and includes 8,042 acres of land.
- Results not verified by balloon float.

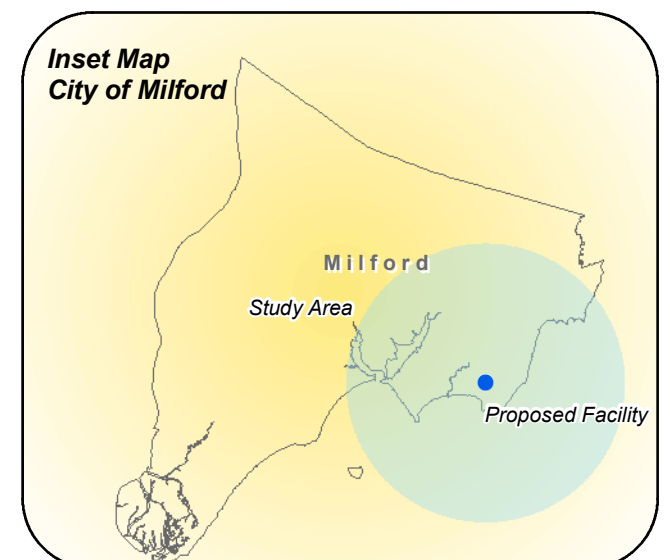
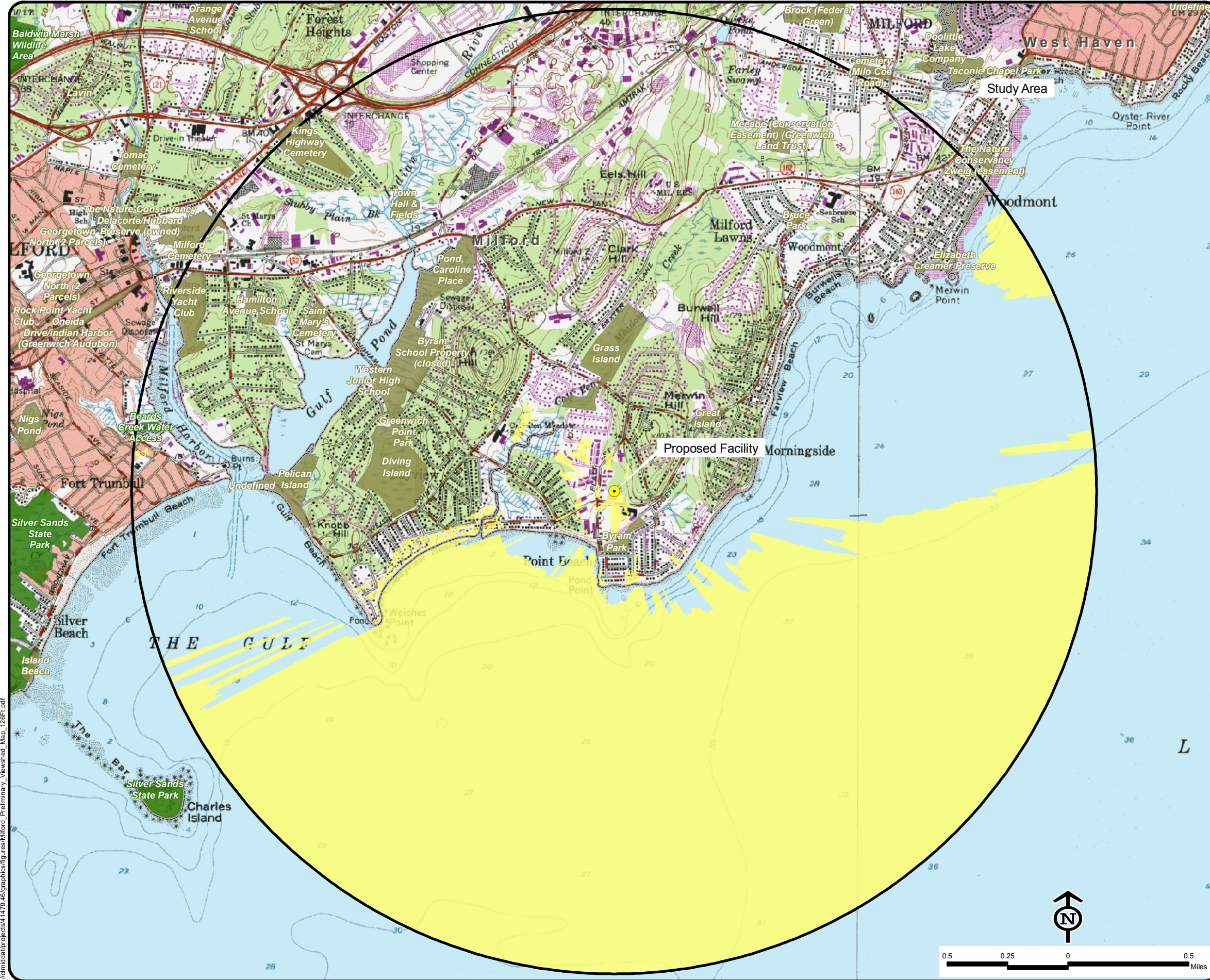
DATA SOURCES:

- 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 2006 digital orthophotos with 1-foot pixel resolution; digitized by VHB, 2009
- Base map comprised of Milford (1984), and Woodmont (1971) USGS Quadrangle Maps
- Municipal and Private Open Space data layer provided by CT DEP, 1997
- Federal Open Space data layer provided by CT DEP, 2004
- CT DEP Property data layer provided by CT DEP, Dec 2009
- CT DEP boat launches data layer provided by CT DEP, Dec 2009
- Scenic Roads layer derived from available State and Local listings

Map Compiled April, 2010

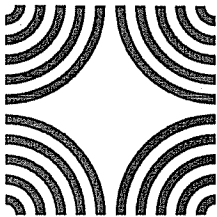
Legend

- | | | | |
|---|---|---|------------------------------------|
|  | Proposed Facility Location |  | CT DEP Property (CT DEP, Dec 2009) |
|  | Year-Round Visibility
(Approximately 3,311 acres total;
approximately 50 acres on land) |  | State Forest |
|  | Protected Municipal and Private
Open Space (CT DEP, 1997) |  | State Park |
|  | Cemetery |  | DEP Owned Waterbody |
|  | Preservation |  | State Park Scenic Reserve |
|  | Conservation |  | Historic Preserve |
|  | Existing Preserved Open Space |  | Natural Area Preserve |
|  | Recreation |  | Fish Hatchery |
|  | General Recreation |  | Flood Control |
|  | School |  | Other |
|  | Uncategorized |  | State Park Trail |
|  | |  | Water Access |
|  | |  | Wildlife Area |
|  | |  | Wildlife Sanctuary |
| | |  | Federal Open Space (CT DEP, 2004) |
| | |  | Boat Launches (CT DEP, Dec 2009) |
| | |  | Scenic Road (State and Local) |
| | |  | Town Line |



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SHPO REVIEW



Connecticut Commission on Culture & Tourism

August 26, 2010

Historic Preservation
and Museum Division

One Constitution Plaza
Second Floor
Hartford, Connecticut
06103

860.256.2800
860.256.2763 (f)

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

Subject: Revised Comments on the Proposed Verizon Wireless
Telecommunications Facility – Tower Height Increase, 234 Melba
Street, Milford, Connecticut.

Dear Ms. Kelsey:

The State Historic Preservation Office understands that proposed telecommunications facility have been revised based on accommodate a ten-foot increase in the tower height from 126 feet to 136 feet. Based on the information that your office has provided, SHPO reiterates its previous opinion presented in a letter dated January 13, 2010 that the proposed undertaking will have no effect on historic, architectural, or archaeological resources listed on or eligible for the National Register of Historic Places:

This office appreciates the opportunity to have reviewed and commented upon the proposed undertaking.

This comment is provided in accordance with the National Historic Preservation Act and the Connecticut Environmental Policy Act and supersedes all previous correspondence regarding the proposed undertaking.

For further information, please contact Mr. Daniel Forrest, Staff Archaeologist, at (860) 256-2761 or daniel.forrest@ct.gov.

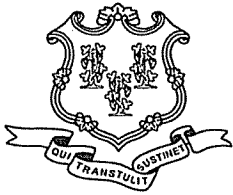
Sincerely,

David Bahlman
Deputy State Historic Preservation Officer



CONNECTICUT
www.cultureandtourism.org

**CONNECTICUT DEP
REVIEW**



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Bureau of Natural Resources
Inland Fisheries Division
Habitat Conservation and Enhancement
Natural History Survey - Natural Diversity Data Base
79 Elm Street, 6th floor
Hartford, CT 06106-5127

December 30, 2009

Ms. Coreen Kelsey
Environmental Coordinator
Vanasse Hangen Brustlin, Inc.
54 Tuttle Place
Middletown, CT 06457-1847

Subject: Proposed New Telecommunications Facility, 234 Melba Street, Milford, CT

Dear Ms. Kelsey:

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided and listed above. According to our information, there are no known extant populations of Federal or State Endangered, Threatened or Special Concern species that occur at the site in question.

Natural Diversity Data Base information 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 Geological and Natural History Survey and cooperating units of the DEP, 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.

Please contact me if you have further questions (nancy.murray@ct.gov; 860-424-3589). Thank you for consulting the Natural Diversity Data Base and continuing to work with us to protect State listed species.

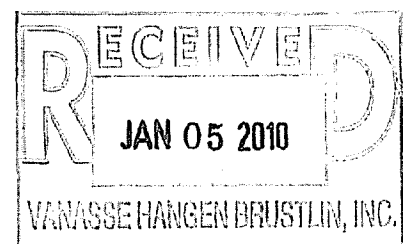
Sincerely,

Nancy M. Murray
Biologist, Natural History Survey
NDDDB Program Coordinator

cc: NDDDB File # 17337

NMM:hpw

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79 Elm Street • Hartford, CT 06106-5127
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USFWS REVIEW

Transportation
Land Development
Environmental
Services



Vanasse Hangen Brustlin, Inc.

54 Tuttle Place
Middletown, Connecticut 06457
860 632-1500
FAX 860 632-7879

Memorandum

To: Ms. Alexandria Carter
Verizon Wireless
99 East River Drive
East Hartford, Connecticut 06108

Date: April 2, 2010

Project No.: 41479.46

From: Matthew Davison
Environmental Scientist

Re: USFWS Compliance Determination
Bayview Facility
234 Melba Street
Milford, Connecticut

Project Site:

State: Connecticut

County: New Haven

Address: 234 Melba Street, Milford, CT

Latitude/Longitude Coordinates: N41°12'35.521" W73°01'09.873"

Size of Property: ±2.71 acres

Watershed: Indian River (# 5306)

The referenced Site was evaluated with respect to possible federally-listed, threatened or endangered species in order to determine if the proposed communications facility would result in a potential adverse effect to federally-listed species. This evaluation was performed in accordance with the January 4, 2010 policy statement of the United States Department of the Interior Fish and Wildlife Service (USFWS) New England Field Office. A copy of this policy statement and list of rare species is enclosed for reference.

Policies regarding potential conflicts between proposed telecommunications facilities and federally-listed endangered and threatened species are detailed in a January 4, 2010 policy statement of the United States Department of the Interior Fish and Wildlife Service (USFWS) New England Field Office. The referenced Site is located in Milford, Connecticut (New Haven County).

The following federally-listed threatened species occur in Milford, CT according to the USFWS January 4, 2010 policy.

Common Name	Species	Status	Town/County/General Distribution
Piping Plover	<i>Charadrius melodus</i>	T	Nesting: Milford, New Haven county (coastal beaches) Migratory: Atlantic Coast

A copy of the January 4, 2010 USFWS policy statement as well as a January 4, 2010 USFWS letter regarding federally-listed endangered and threatened species in Milford, Connecticut are enclosed for reference.

Piping Plover

The piping plover is a migratory breeder in Connecticut, arriving in March and nesting only at coastal sandy beaches, often in association with Least Terns¹. The subject property does not contain any coastal sandy beaches, as it consists of a developed inland retail plaza with some forested inland wetlands. The nearest coastal beach area is located approximately 1,200 feet to the southeast and is associated with a densely developed residential beach community. Piping plovers prefer isolated, sandy beaches with access to mudflats for feeding. In addition to being a federally-listed threatened species, piping plover is a Connecticut Department of Environmental Protection (CTDEP)-listed threatened species. Vanasse Hangen Brustlin Inc. completed and submitted an NDDDB Review Request Form and supporting materials to the CTDEP Bureau of Natural Resources to determine if a potential conflict exists between the proposed facility and any species or natural community of concern. A response letter from CTDEP, dated December 30, 2009, indicated that the proposed facility would not conflict with any known Federal or State Endangered, Threatened or Special Concern Species. A copy of the CTDEP NDDDB response letter is attached. Therefore, the proposed development will not result in an adverse affect to this listed species.

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 on the subject property or are known to exist on the surrounding properties. Therefore, the proposed telecommunications facility will not result in disturbance² to Bald Eagles.

¹ *The Atlas of Breeding Birds of Connecticut*. Louis R. Bevier, Editor. State Geological and Natural History Survey of Connecticut Bulletin 113. Pgs. 126-127.

² "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." (Eagle Act)



**USFWS January 4, 2010
Telecommunications Policy Statement
and Federally-Listed Endangered and
Threatened Species in Connecticut
USFWS January 4, 2010
No Known Federally-Listed or
Endangered Species Letter**



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 4, 2010

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 curtail 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.

January 4, 2010

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:

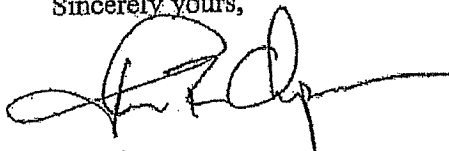
1. If the facility will be installed within or on an existing structure, such as in a church steeple or on the roof of an existing building, no further coordination with this office is necessary. Similarly, new antennas or towers in urban and other developed areas, in which no natural vegetation will 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, 2011. 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 at 603-223-2541 for further assistance.

Sincerely yours,



Thomas R. Chapman
Supervisor
New England Field Office



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 4, 2010

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 the information currently available, no federally-listed or proposed, threatened or endangered species or critical habitat under the jurisdiction of the U.S. Fish and Wildlife Service (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.

This concludes the review of listed species and critical habitat in the project location(s) and environs referenced above. No further Endangered Species Act coordination of this type 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 at 603-223-2541 if we can be of 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
Fairfield	Piping Plover	Threatened	Coastal Beaches	Westport, Bridgeport and Stratford
	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 and New London.
	Piping Plover	Threatened	Coastal Beaches	Clinton, Westbrook, Old Saybrook.
New Haven	Bog Turtle	Threatened	Wetlands	Southbury
	Piping Plover	Threatened	Coastal Beaches	Milford, Madison and West Haven
	Roseate Tern	Endangered	Coastal beaches, Islands and the Atlantic Ocean	Branford, Guilford and Madison
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 and Waterford.
	Small whorled Pogonia	Threatened	Forests with somewhat poorly drained soils and/or a seasonally high water table	Waterford
Tolland	None			

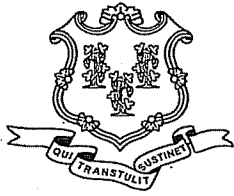
-Eastern cougar, gray wolf, seabeach amaranth and American burying beetle are considered extirpated in Connecticut.

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

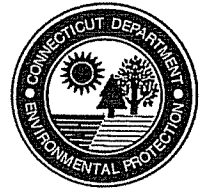
7/31/2008



CTDEP Response Letter dated December 30, 2009



**STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION**



Bureau of Natural Resources
Inland Fisheries Division
Habitat Conservation and Enhancement
Natural History Survey - Natural Diversity Data Base
79 Elm Street, 6th floor
Hartford, CT 06106-5127

December 30, 2009

Ms. Coreen Kelsey
Environmental Coordinator
Vanasse Hangen Brustlin, Inc.
54 Tuttle Place
Middletown, CT 06457-1847

Subject: Proposed New Telecommunications Facility, 234 Melba Street, Milford, CT


Dear Ms. Kelsey:

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided and listed above. According to our information, there are no known extant populations of Federal or State Endangered, Threatened or Special Concern species that occur at the site in question.

Natural Diversity Data Base information 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 Geological and Natural History Survey and cooperating units of the DEP, 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.

Please contact me if you have further questions (nancy.murray@ct.gov; 860-424-3589). Thank you for consulting the Natural Diversity Data Base and continuing to work with us to protect State listed species.

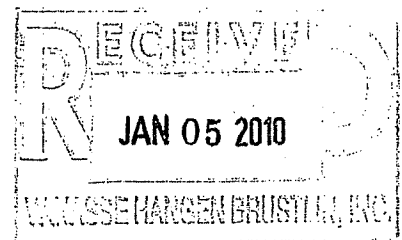
Sincerely,


Nancy M. Murray
Biologist, Natural History Survey
NDDB Program Coordinator

cc: NDDB File # 17337

NMM:hpw

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**WETLANDS
DELINEATION REPORT**



Vanasse Hangen Brustlin, Inc.

54 Tuttle Place
Middletown, Connecticut 06457
860 632-1500
FAX 860 632-7879

Memorandum

To: Ms. Alexandria Carter
Verizon Wireless
99 East River Drive
East Hartford, CT 06108

Date: October 1, 2010

Project No.: 41479.46

From: Dean Gustafson
Professional Soil Scientist

Re: NEPA Wetland Compliance
Proposed Verizon Wireless Bayview
Facility
234 Melba Street
Milford, Connecticut

Vanasse Hangen Brustlin, Inc. (VHB) previously completed on-site investigations to determine if wetlands and/or watercourses are located on the above-referenced Site.

VHB understands that Verizon Wireless proposes to construct a 136-foot tall flagpole where the telecommunications antenna panels and coaxial cable would be mounted to the interior of the pole, such that no exterior antennas or associated infrastructure would be visible. Both the proposed flagpole and ground equipment would be situated within a 1,405-square foot fence-enclosed compound. The host property is currently occupied by two small commercial buildings and an existing telecommunications installation that includes a 135-foot tall flagpole and associated fence-enclosed compound area. Land use within the general vicinity of the proposed Facility is mainly comprised of high-density residential development with several commercial establishments.

During a September 3, 2009 wetland inspection, a disturbed forested inland wetland was identified and delineated in the northern portion of the subject property. This wetland is located approximately 13 feet from the proposed Facility at wetland flag WF #12; refer to Centek Engineering's Sheet C-2, Partial Site Plan, Cellco Partnership d/b/a Verizon Wireless, Bayview, 234 Melba Street, Milford, CT 06461, dated 09/14/09, latest revision 10/01/10. The wetland and its boundary have been disturbed by development of the subject property's retail plaza that occupies the majority of the property. This disturbance is evident by fill material dominating the delineated wetland edge and invasive species (e.g., phragmites, Japanese knotweed, multiflora rose) occupying the wetland and immediate upland area. The wetland system flows to the northwest eventually draining into Calf Pen Meadow Creek, a tidal estuary system, located 800± feet to the northwest.

VHB understands that standard erosion control measures will be installed and maintained in accordance with the 2002 Connecticut Guidelines For Soil Erosion and Sediment Control. These precautions will properly protect nearby wetlands and help avoid temporary impacts associated with construction of the proposed Facility. Erosion control measures will also be properly removed following permanent stabilization of exposed soils. VHB recommends that any exposed soils surrounding the proposed Facility be permanently stabilized by loam and seeding with a New

England Conservation/Wildlife seed mix (New England Wetland Plants, Inc., or approved equivalent). The New England Conservation/Wildlife seed mix provides a permanent cover of grasses, forbs, wildflowers, legumes and grasses to provide both good erosion control and wildlife habitat value. This mix is designed to be a no maintenance seeding, and it is appropriate for cut and fill slopes and disturbed areas. In addition, VHB recommends that a row of native shrubs (e.g., serviceberry, black chokecherry, gray dogwood, and nannyberry) be planted along the north side of the proposed compound in the disturbed area between with the compound's fence and limit of work line defined by erosion and sedimentation controls. This buffer enhancement planting of native shrubs would provide food, shelter and nesting habitat for a variety of small animals, in particular several avian species, which would enhance the wildlife habitat value of the buffer between the proposed Facility and nearby wetland system. With incorporation of these mitigation recommendations, it is our opinion that no likely adverse impact to wetlands would occur as a result of the proposed Verizon Wireless development.

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.



WETLANDS DELINEATION REPORT

Vanasse Hangen Brustlin, Inc.

Date: February 27, 2010
Project No.: 41479.46
Prepared For: Ms. Alexandria Carter
Verizon Wireless
99 East River Drive
East Hartford, Connecticut 06108
Site Location: Bayview Facility
234 Melba Street
Milford, Connecticut
Site Map: VHB Wetland Sketch, 09/03/09
Inspection Date: September 3, 2009
Field Conditions: Weather: sunny, high 70's General Soil Moisture: moist
Snow Depth: 0 inches 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 Upland Review Areas: Wetlands: 100 feet Watercourses: 100 feet

Field Numbering Sequence of Wetlands Boundary: WF 1 to WF 14
[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

Attachments

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

Wetland Delineation Field Form

Project Address:	34 Melba Street Milford, Connecticut	Project Number:	41479.46
Inspection Date:	09/03/09	Inspector:	Dean Gustafson, PSS
Wetland I.D.:	Wetland 1		

Field Conditions:	Weather: sunny, high 70's	Snow Depth: none
	General Soil Moisture: moist	Frost Depth: none
Type of Wetland Delineation:	Connecticut <input checked="" type="checkbox"/>	
	ACOE <input type="checkbox"/>	
	Tidal <input type="checkbox"/>	
Field Numbering Sequence: WF 1 to 14		

WETLAND HYDROLOGY:

NONTIDAL

Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input checked="" type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>
Permanently Saturated <input type="checkbox"/>	Seasonally Saturated – seepage <input type="checkbox"/>	Seasonally Saturated - perched <input type="checkbox"/>
Comments:		

TIDAL

Subtidal <input type="checkbox"/>	Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>
Seasonally Flooded <input type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>	
Comments: N/A		

WETLAND TYPE:

SYSTEM:

Estuarine <input type="checkbox"/>	Riverine <input type="checkbox"/>	Palustrine <input checked="" type="checkbox"/>
Lacustrine <input type="checkbox"/>	Marine <input type="checkbox"/>	
Comments:		

CLASS:

Emergent <input type="checkbox"/>	Scrub-shrub <input type="checkbox"/>	Forested <input checked="" type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input checked="" type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments: site is occupied by commercial retail plaza and wireless telecommunications facility		

WATERCOURSE TYPE:

Perennial <input type="checkbox"/>	Intermittent <input checked="" type="checkbox"/>	Tidal <input type="checkbox"/>
Comments: small seasonal intermittent channel flows through the interior of the wetland system		

SPECIAL AQUATIC HABITAT:

Vernal Pool <input type="checkbox"/>	Other <input type="checkbox"/>	
Comments: N/A		

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

SOIL SERIES (Map Unit Symbol)	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Walpole sandy loam (13)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Udorthents-Urban land (306)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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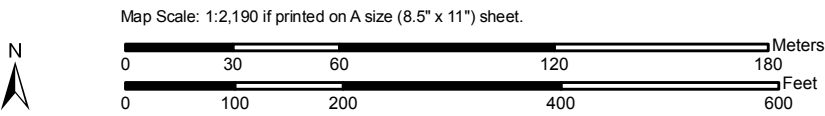
DOMINANT PLANTS:

red maple (<i>Acer rubrum</i>)	multiflora rose (<i>Rosa multiflora</i>)
northern arrowwood (<i>Viburnum dentatum</i>)	pin oak (<i>Quercus</i>)
greenbrier (<i>Smilax spp.</i>)	jewelweed (<i>Impatiens capensis</i>)
skunk cabbage (<i>Symplocarpus foetidus</i>)	common reed (<i>Phragmites australis</i>)
Japanese knotweed (<i>Polygonum cuspidatum</i>)	

WETLAND NARRATIVE:

The delineated forested inland wetland is located in the northern portion of the subject property, which is situated in a densely developed mixed commercial and residential section of Milford known as Bayview. The wetland and its boundary have been disturbed by development of the retail plaza that occupies the majority of the subject property. This disturbance is evident by fill material dominating the delineated wetland edge and invasive species (e.g., phragmites, Japanese knotweed, multiflora rose) occupying the wetland and immediate upland area. The wetland system flows to the northwest eventually draining into Calf Pen Meadow Creek, a tidal estuary system, located 0.3± mile to the northwest. A wireless telecommunications facility (flagpole style) is currently located centrally in a bituminous pavement area in the rear (north) of the retail plaza. Verizon proposes to construct a second flagpole facility just to the west of the existing facility, located approximately 30 feet south of the southwestern end of the delineated wetland system.

Soil Map—State of Connecticut
(232-234 Melba Street, Milford, CT)



MAP LEGEND






















Area of Interest (AOI)


 Area of Interest (AOI)


Soils

 Soil Map Units

Special Point Features




-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot

 Very Stony Spot

 Wet Spot

 Other



Special Line Features

-  Gully
-  Short Steep Slope
-  Other






Political Features

 Cities

Water Features

-  Oceans
-  Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

MAP INFORMATION

Map Scale: 1:2,190 if printed on A size (8.5" × 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: UTM Zone 18N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

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

Date(s) aerial images were photographed: 8/14/2006

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

State of Connecticut (CT600)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13	Walpole sandy loam	3.9	20.6%
238C	Hinckley-Urban land complex, 3 to 15 percent slopes	0.1	0.3%
260B	Charlton-Urban land complex, 3 to 8 percent slopes	0.1	0.8%
260C	Charlton-Urban land complex, 8 to 15 percent slopes	4.8	25.2%
260D	Charlton-Urban land complex, 15 to 25 percent slopes	1.1	5.6%
306	Udorthents-Urban land complex	9.0	47.5%
Totals for Area of Interest		19.0	100.0%

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 class rarely, if ever, can be mapped without including areas of other 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: 13—Walpole sandy loam

Walpole Sandy Loam This map unit is in the Connecticut Valley 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 80 percent Walpole soils. 20 percent minor components. Walpole soils This component occurs on outwash plain terrace, depression, and drainage way landforms. The parent material consists of sandy and gravelly glaciofluvial deposits from gniess, granite, and schist. The slope ranges from 0 to 3 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 1.98 in/hr (moderately rapid), with about 5.2 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 6 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 4w Typical Profile: 0 to 1 inches; moderately decomposed plant material 1 to 7 inches; sandy loam 7 to 21 inches; sandy loam 21 to 25 inches; gravelly sandy loam 25 to 41 inches; stratified very gravelly coarse sand to loamy fine sand 41 to 65 inches; stratified very gravelly coarse sand to loamy fine sand

Map Unit: 238C—Hinckley-Urban land complex, 3 to 15 percent slopes

Hinckley-Urban Land 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 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 40 percent Hinckley soils, 35 percent Urban Land. 25 percent minor components. Hinckley soils This component occurs on valley outwash plain, esker, kame, and terrace landforms. The parent material consists of sandy and gravelly glaciofluvial deposits 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 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 Urban Land Urban land is land mostly covered by streets, parking lots, buildings, and other structures of urban areas. The slope ranges from 3 to 15 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 260B—Charlton-Urban land complex, 3 to 8 percent slopes

Charlton-Urban Land Complex, 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 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 40 percent Charlton soils, 35 percent Urban Land. 25 percent minor components. Charlton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from granite, schist, and gneiss. The slope ranges from 3 to 8 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.4 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 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 2e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 7 inches; fine sandy loam 7 to 19 inches; fine sandy loam 19 to 27 inches; gravelly fine sandy loam 27 to 65 inches; gravelly fine 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 3 to 8 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 260C—Charlton-Urban land complex, 8 to 15 percent slopes

Charlton-Urban Land Complex, 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 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 40 percent Charlton soils, 35 percent Urban Land. 25 percent minor components. Charlton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from granite, schist, and gneiss. The slope ranges from 8 to 15 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.4 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 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 3e Typical Profile: 0 to 4 inches; fine sandy loam 4 to 7 inches; fine sandy loam 7 to 19 inches; fine sandy loam 19 to 27 inches; gravelly fine sandy loam 27 to 65 inches; gravelly fine 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 8 to 15 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 260D—Charlton-Urban land complex, 15 to 25 percent slopes

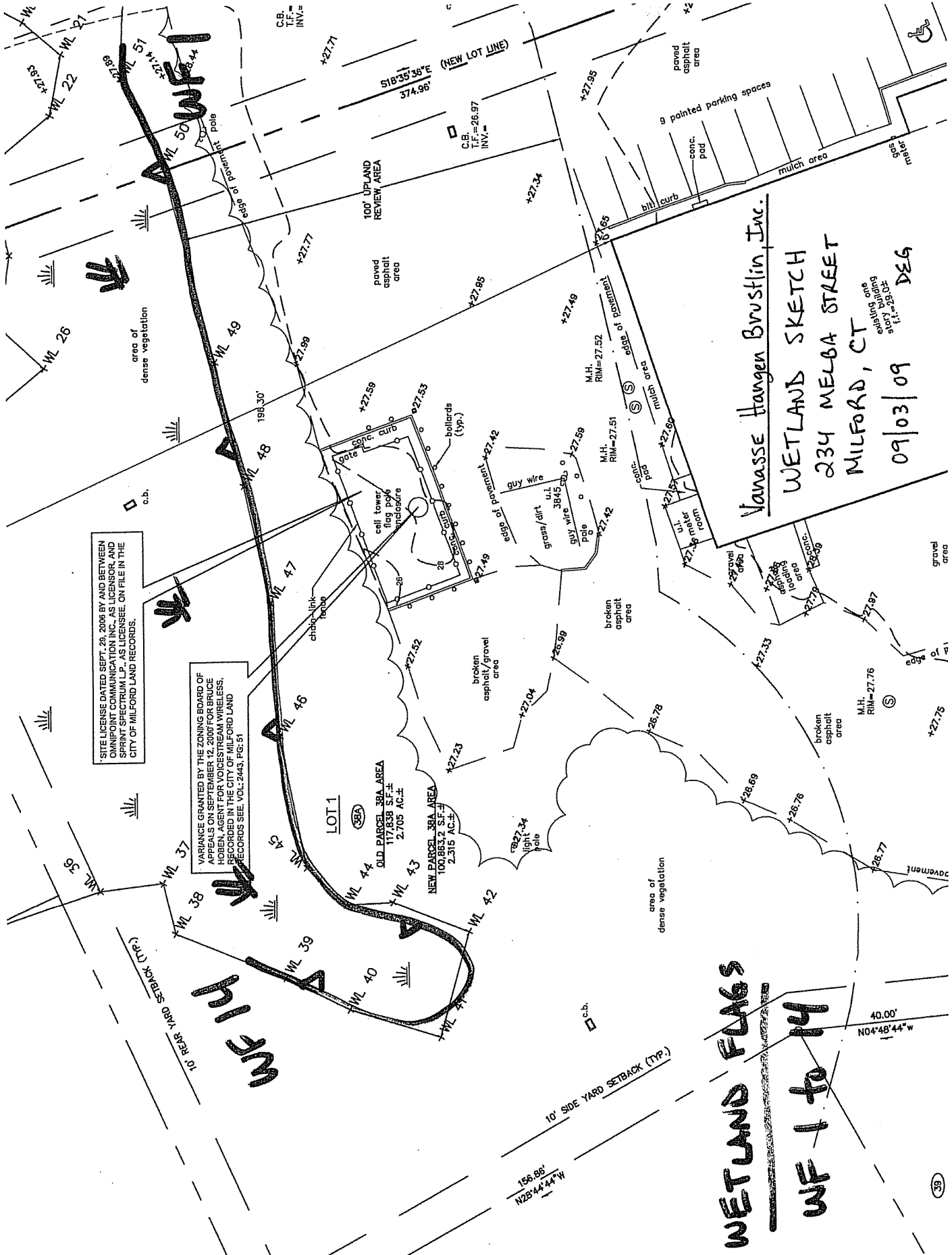
Charlton-Urban Land Complex, 15 To 25 Percent Slopes This map unit is in the New England and Eastern New York Upland, Southern Part Major Land Resource Area. The mean annual precipitation is 37 to 49 inches (940 to 1244 millimeters) and the average annual air temperature is 45 to 52 degrees F. (7 to 11 degrees C.) This map unit is 40 percent Charlton soils, 35 percent Urban Land. 25 percent minor components. Charlton soils This component occurs on upland hill landforms. The parent material consists of melt-out till derived from granite, schist, and gneiss. The slope ranges from 15 to 25 percent and the runoff class is low. The depth to a restrictive feature is greater than 60 inches. The drainage class is well drained. The slowest permeability within 60 inches is about 0.57 in/hr (moderate), with about 6.4 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 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 4 inches; fine sandy loam 4 to 7 inches; fine sandy loam 7 to 19 inches; fine sandy loam 19 to 27 inches; gravelly fine sandy loam 27 to 65 inches; gravelly fine 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 15 to 25 percent and the runoff class is very high. The Nonirrigated Land Capability Class is 8

Map Unit: 306—Udorthents-Urban land complex

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



SITE LICENSE DATED SEPT. 24, 2008 BY AND BETWEEN
 COMMUNICATION INC. AS LICENSOR AND
 SPRINT SPECTRUM L.P. AS LICENSEE. ON FILE IN THE
 CITY OF MILFORD LAND RECORDS.

VARIANCE GRANTED BY THE ZONING BOARD OF
 THE CITY OF MILFORD FOR THE ZONING BRIDGE
 HOBBLE AGENT FOR VOICESTREAM WIRELESS,
 RECORDED IN THE CITY OF MILFORD LAND
 RECORDS SEE VOL: 2443, PG: 51

LOT 1
 OLD PARCEL 38A AREA
 117,838 SF ±
 2.705 AC ±
 NEW PARCEL 38A AREA
 100,863.2 SF ±
 2.315 AC ±

Vanasse Hangen Brustlin, Inc.
 WETLAND SKETCH
 234 MELBA STREET
 MILFORD, CT
 09/03/09 DEG

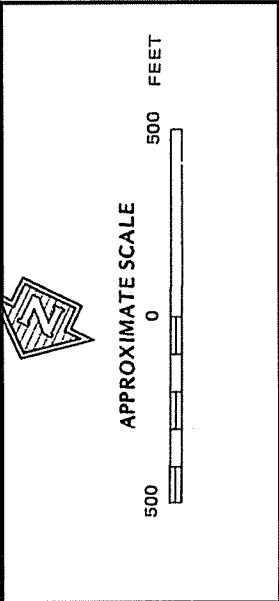
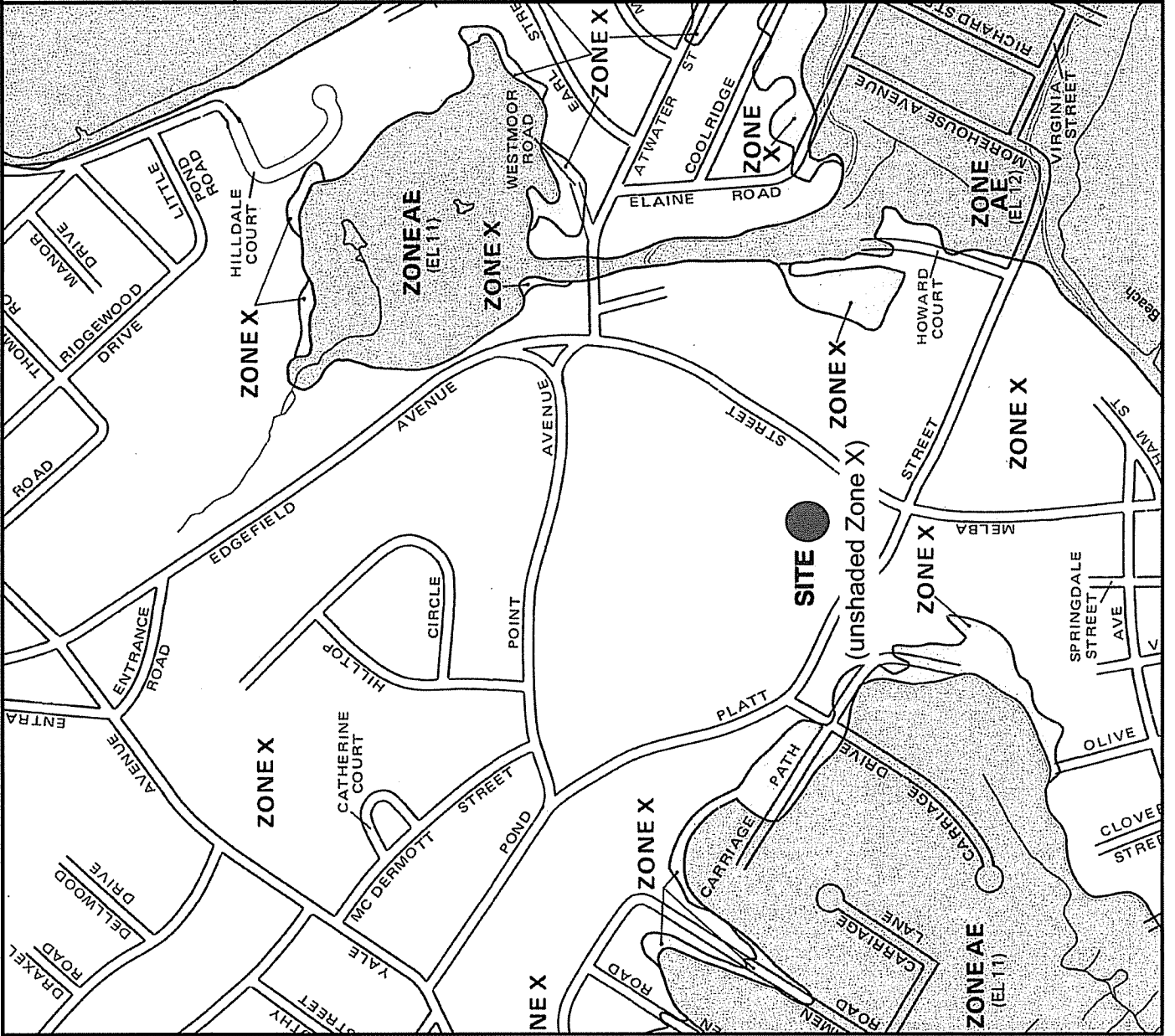
WETLAND FLAGS
 WF 1 to 14

156.86'
 N28°44'44" W

40.00'
 N04°48'44" W

38

**FLOOD INSURANCE RATE
MAP AND LEGEND**



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

CITY OF MILFORD, CONNECTICUT
 NEW HAVEN COUNTY

PANEL 3 OF 6
 (SEE MAP INDEX FOR PANELS NOT PRINTED)

PANEL LOCATION

COMMUNITY-PANEL NUMBER
 090082 0003 0

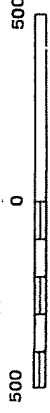
MAP REVISED:
 JULY 2, 1987

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



APPROXIMATE SCALE



SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE A0** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

- ZONE X** Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.

OTHER AREAS

- ZONE X** Areas determined to be outside 500-year flood plain.
- ZONE D** Areas in which flood hazards are undetermined.

Flood Boundary

Floodway Boundary

Zone D Boundary

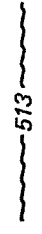
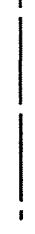
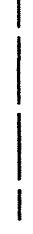
Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.

Base Flood Elevation Line: Elevation in Feet*

Cross Section Line

Base Flood Elevation in Feet Where Uniform Within Zone*

Elevation Reference Mark



(EL 987)

RM7 X

NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP
CITY OF MILFORD, CONNECTICUT
NEW HAVEN COUNTY

PANEL 3 OF 6
(SEE MAP INDEX FOR PANELS NOT PRINTED)



PANEL LOCATION

COMMUNITY-PANEL NUMBER
090082 0003 D

MAP REVISED:
JULY 2, 1987



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

ANDWARD OF 0.0 NGVD.

COASTAL CONSISTENCY ANALYSIS



Vanasse Hangen Brustlin, Inc.

54 Tuttle Place
Middletown, Connecticut 06457
860 632-1500
FAX 860 632-7879

Memorandum

To: Ms. Alexandria Carter
Verizon Wireless
99 East River Drive
East Hartford, Connecticut 06108

Date: October 1, 2010

Project No.: 41479.46

From: Dean Gustafson
Senior Environmental Scientist

Re: Coastal Consistency Analysis
Proposed Verizon Wireless Bayview
Facility
234 Melba Street
Milford, Connecticut

Vanasse Hangen Brustlin, Inc. (VHB) provides the following assessment to demonstrate that the proposed Verizon Wireless project meets the requirements of the Connecticut Coastal Management Act (CGS Section 22a-90 through 22a-112) and is adequately protective of the interests of these regulations and the State's coastal resources.

VHB understands that Verizon Wireless proposes to construct a 136-foot tall flagpole where the telecommunications antenna panels and coaxial cable would be mounted to the interior of the pole, such that no exterior antennas or associated infrastructure would be visible. Both the proposed flagpole and ground equipment would be situated within a 1,405-square foot fence-enclosed compound. The host property is currently occupied by two small commercial buildings and an existing telecommunications installation that includes a 135-foot tall flagpole and associated fence-enclosed compound area. Land use within the general vicinity of the proposed Facility is mainly comprised of high-density residential development with several commercial establishments.

The proposed Facility location is within the coastal boundary; refer to the enclosed Coastal Boundary and Tidal Wetlands Map, which depicts 1990 state-mapped tidal wetlands data with respect to the proposed Facility location. No federal or state-regulated coastal resources (e.g., tidal wetlands, beaches, estuary, etc.) are located on the subject property. The nearest coastal resources consist of tidal wetlands and an estuary area associated with Calf Pen Meadow Creek, located approximately 800 feet northwest of the proposed Facility and a beach area associated with Point Beach 1,200± feet to the south. An inland forested wetland area is located on the subject property approximately 13 feet north of the proposed Facility.

Due to the distance separating nearby coastal resources from the proposed Facility (800± feet and beyond) and considering this project consists of development of a stealth facility on a developed commercial property with an existing flagpole facility, no likely adverse impact to coastal resources will result from the proposed Verizon Wireless project. The project's consistency with the State's coastal policies and goals are described in detail below.

Coastal Consistency Review

The proposed Verizon Wireless project will not result in adverse impacts to coastal resources as defined in the Connecticut Coastal Management Act (CCMA). The CCMA identifies eight potential adverse impacts to coastal resources. This section provides a definition of the potential adverse impacts associated with each resource area and why the proposed project would not adversely affect the resources.

- 1) *Degrading water quality of coastal waters by introducing significant amounts of suspended solids, nutrients, toxics, heavy metals or pathogens, or through the significant alteration of temperature, pH, dissolved oxygen or salinity.*

The proposed Facility will not affect water quality within Calf Pen Meadow Brook, Point Beach or associated coastal resources. Since the proposed wireless telecommunications compound creates minimal impervious surface and is underlain by a gravel surface, no significant stormwater runoff will be generated by the proposed project. In addition, erosion and sedimentation controls will be installed and maintained during construction in accordance with the CTDEP 2002 *Connecticut Guidelines For Soil Erosion and Sediment Control* to avoid discharge to nearby coastal resources.

- 2) *Degrading existing circulation patterns of coastal waters by impacting tidal exchange or flushing rates, freshwater input, or existing basin characteristics and channel contours.*

The proposed project is located outside of tidally influenced coastal water areas and as such will not impact current drainage or circulation patterns to tidally influenced areas.

- 3) *Degrading natural erosion patterns by significantly altering littoral transport of sediments in terms of deposition or source reduction.*

The proposed project would not affect littoral transport of sediments since the Facility location is not on a shoreline.

- 4) *Degrading natural or existing drainage patterns by significantly altering groundwater flow and recharge and volume of runoff.*

Existing drainage patterns, groundwater flow and recharge and stormwater runoff will not be significantly altered by the proposed Facility due to its small size (1,405 square foot compound) and limited impervious surfaces.

- 5) *Increasing the hazard of coastal flooding by significantly altering shoreline configurations or bathymetry, particularly within high velocity flood zones.*

The proposed project will not significantly alter shoreline configurations or bathymetry and will not increase coastal flooding. Based on the most recent available flood hazard mapping data, the proposed project is located outside of the 100-year flood hazard zone.

- 6) *Degrading visual quality by significantly altering the natural features of vistas and viewpoints.*

The proposed 136-foot flagpole would not significantly obstruct views of coastal resources from scenic overlooks or publically accessible areas. Refer to VHB's Visual Resource Evaluation Report, dated September 2010, provided under separate cover. Based on this analysis, the majority of the potential visibility occurs over open water on Long Island Sound located approximately 0.40-mile to the south of the proposed Facility. However, the design of the proposed Facility, a flagpole, would

serve to significantly minimize the associated visual effects, particularly in comparison to a traditional monopole tower that typically includes externally-mounted antennas and support structures. The presence of the existing 135-foot tall flagpole on the property provides current evidence of the mitigating visual affect this stealth design has on Long Island Sound. The addition of the proposed Facility would result in a paired arrangement of these stealth facilities exhibiting similar designs and heights resulting in minimizing the visual affect the proposed Facility will have to coastal resources.

- 7) *Degrading or destroying essential wildlife, finfish or shellfish habitat by significantly altering the composition, migration patterns, distribution, breeding or other population characteristics of the natural species or significantly altering the natural components of the habitat.*

The proposed facility will not degrade or destroy essential coastal wildlife, finfish or shellfish habitat. The proposed facility would be located in a disturbed/developed upland area (the subject property is currently occupied by commercial development and an existing telecommunications facility) and surrounded by commercial and dense residential development, with the nearest coastal resource 800± feet to the northwest. In addition, the 136-foot tall flagpole will be located near the existing 135-foot flagpole. The existing flagpole is unlit and the proposed flagpole will be unlit. As a result, the proposed Facility will not significantly alter migratory bird migration patterns.

- 8) *Degrading tidal wetlands, beaches and dunes, rocky shorefronts, and bluffs and escarpments by significantly altering their natural characteristics or function.*

The proposed Facility will not alter the natural characteristics of any coastal resource area. The proposed Facility will be located in a developed upland area (the subject property is currently occupied by commercial development and an existing telecommunications facility) and surrounded by commercial and dense residential development, with the nearest coastal resource 800± feet to the northwest.

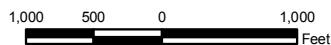
Enclosure



Source: U.S.G.S. Quad: Milford, CT (1984)

Legend

- Proposed Facility Location
- Coastal Boundary
- Tidal Wetland 1990s



Vanasse Hangen Brustlin, Inc.

**Coastal Boundary and Tidal Wetlands Map
 Proposed Verizon Wireless Facility
 Bayview
 234 Melba Street
 Milford, Connecticut**



BAYVIEW.SRP

* Federal Airways & Airspace *
* Summary Report: New Construction *

Airspace Specialist: Clyde Pittman

File: BAYVIEW

Location: Woodmont, CT
Distance: 1.7 Statute Miles
Direction: 54° (true bearing)

Latitude: 41°-12'-35.52" Longitude: 73°-01'-09.87"

SITE ELEVATION AMSL..... 30 ft.
STRUCTURE HEIGHT.....136 ft.
OVERALL HEIGHT AMSL.....166 ft.

NOTICE CRITERIA

FAR 77.13(a)(1): NNR (DNE 200 ft AGL)
FAR 77.13(a)(2): NNR (DNE Notice Slope)
FAR 77.13(a)(3): NNR (Not a Traverse Way)
FAR 77.13(a)(4): PNR (Circling Approach Area)
FAR 77.13(a)(4): NNR FAR 77.13(a)(4) Notice Criteria for BDR
FAR 77.13(a)(4): NNR FAR 77.13(a)(4) Notice Criteria for HVN
FAR 77.13(a)(5): NNR (Off Airport Construction)

NR = Notice Required
NNR = Notice Not Required
PNR = Possible Notice Required (depends upon actual IFR procedure)

Notice to the FAA is not required at the analyzed location and height.

OBSTRUCTION STANDARDS

FAR 77.23(a)(1): DNE 500 ft AGL
FAR 77.23(a)(2): DNE - Airport Surface
FAR 77.25(a): DNE - Horizontal Surface
FAR 77.25(b): DNE - Conical Surface
FAR 77.25(c): DNE - Primary Surface
FAR 77.25(d): DNE - Approach Surface
FAR 77.25(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: BDR: IGOR I SIKORSKY MEMORIAL

Type: A RD: 31745.48 RE: 6.5
FAR 77.23(a)(1): DNE
FAR 77.23(a)(2): DNE - Height Less Than 200 feet AGL.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Approach Slope: DNE
VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: HVN: TWEED-NEW HAVEN

Type: A RD: 39809.5 RE: 6.3
FAR 77.23(a)(1): DNE
FAR 77.23(a)(2): DNE - Greater Than 6 NM.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Approach Slope: DNE
VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

FAR 77.23(a)(3) Departure Surface Criteria (40:1)

BAYVIEW.SRP

DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
FAR 77.23(a)(4) MOCA Altitude Enroute Criteria
The Maximum Height Permitted is 500 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT TYP NAME	BEARING To FACIL	RANGE IN NM	DELTA ARP ELEVATION	FAA IFR
CT47 HEL CONSUMER PRODUCTS DIV WARNER No Impact to Private Landing Facility Structure is beyond notice limit by 3932 feet.	325.44	1.47	+146	
CT46 HEL MILFORD-ALEXANDER No Impact to Private Landing Facility Structure is beyond notice limit by 4539 feet.	339.37	1.57	+146	
JSD HEL SIKORSKY No Impact to Private Landing Facility Structure is beyond notice limit by 20641 feet.	304	4.22	+146	IFR

AIR NAVIGATION ELECTRONIC FACILITIES
No Electronic Facilities Are Within 25,000 ft

FCC AM PROOF-OF-PERFORMANCE
NOT REQUIRED: Structure is not near a FCC licensed AM
radio station Proof-of-Performance is not required.
Please review AM Station Report for details.

Nearest AM Station: WFIF @ 7098 meters.

Airspace® Summary Version 2010.7

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08-11-2010
15:39:17

LAND LEASE AGREEMENT

This Agreement, made this 15th day of July, 2010 between Melba Realty, LLC, a Connecticut limited liability company, with its principal offices located at 20 East Main Street, Suite 300, Waterbury, Connecticut 06702, 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 [REDACTED]), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. 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 234 Melba Street in the Town of Milford, County of New Haven and State of Connecticut, and being described as a parcel containing approximately 1,405 square feet (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, Melba Street, 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 39 of the Town of Milford as Block 542, Lot 38A and is further described in Deed Book 2273 at Page 471 as recorded in the Office of Milford 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.

LESSOR reserves the right, in its commercially reasonable discretion, to relocate any or all of the Rights of Way to a new location that continues to provide LESSEE access to the Land Space in accordance with the conditions set forth in this paragraph, subject to LESSEE's prior written approval, which approval will not be unreasonably withheld, delayed or conditioned. LESSOR shall be solely responsible for all costs and expenses of such relocation, as well as for coordinating with the appropriate utility companies, the relocation of utilities that may be required as a result of the relocation of the Rights of Way. Subject to the foregoing, LESSEE agrees to execute an amendment to the Lease memorializing the relocation of the Rights of Way.

2. SURVEY. 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 shall commence and be due at a total annual rental of [REDACTED] Dollars [REDACTED] 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, 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 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st 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.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. 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. EXTENSIONS. 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. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to [REDACTED] Dollars [REDACTED]; the annual rental for the second (2nd) five (5) year extension term shall be increased to [REDACTED] Dollars [REDACTED]; the annual rental for the third (3rd) five (5) year extension term shall be increased to [REDACTED] Dollars [REDACTED] and the annual rental for the fourth (4th) five (5) year extension term shall be increased to [REDACTED] Dollars [REDACTED].

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to [REDACTED] percent [REDACTED] of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term". Notwithstanding the foregoing, in no event shall the Term of this Agreement exceed 90 years.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real 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.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the 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. INDEMNIFICATION. 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 \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 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.

11. LIMITATION OF LIABILITY. 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. ANNUAL TERMINATION. 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. INTERFERENCE. 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. REMOVAL AT END OF TERM. 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. HOLDOVER. 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. RIGHTS UPON SALE. 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 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. Notwithstanding the foregoing, in the event that LESSOR leases the entire Property to a third party for purposes other than operating and maintaining communications facilities or the management thereof and provided that such lease is made subject to this Agreement, LESSOR shall be released from its obligations to LESSEE under this Agreement, except for liabilities which accrued prior to any lease.

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

19. TITLE. 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. INTEGRATION. 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. GOVERNING LAW. 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. ASSIGNMENT. 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. NOTICES. 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: Melba Realty, LLC
20 East Main Street, Suite 300
Waterbury, Connecticut 06702
Attention: John W. Lombard

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. SUCCESSORS. 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 cure periods. The Non-Disturbance Agreement shall include the encumbering party's

("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (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 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. RECORDING. 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.

b. In the event there is a breach by LESSOR with respect to any of the 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.

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.

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 non-compliance 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.

30. CASUALTY. 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. CONDEMNATION. 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. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. 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.

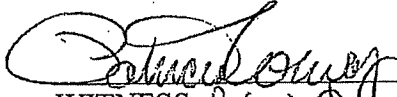
33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable 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. SURVIVAL. 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.

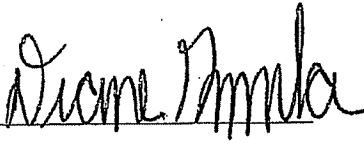
35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. SUBLEASING. LESSEE shall have the right to sublet any portion of the Premises upon LESSOR's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. LESSOR shall be paid [REDACTED] 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. Notwithstanding the foregoing, since LESSOR has informed LESSEE that T-Mobile currently leases space at the Property from LESSOR, LESSOR shall have the right to withhold consent in its sole discretion as to any proposed sublease of space by LESSEE to T-Mobile, its successor in interest, or any of T-Mobile's sublessees currently located on T-Mobile's tower as of the date of this Agreement.

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

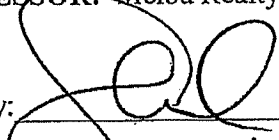

WITNESS Patricia Conway

WITNESS


WITNESS

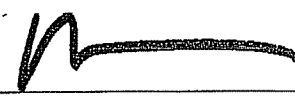
Karen Paul
WITNESS

LESSOR: Melba Realty, LLC

By: 
John W. Lombard
Its: Member

Date: 2-15-2010

LESSEE: Cellco Partnership d/b/a
Verizon Wireless

By: 
David R. Heverling
Its: Area Vice President Network

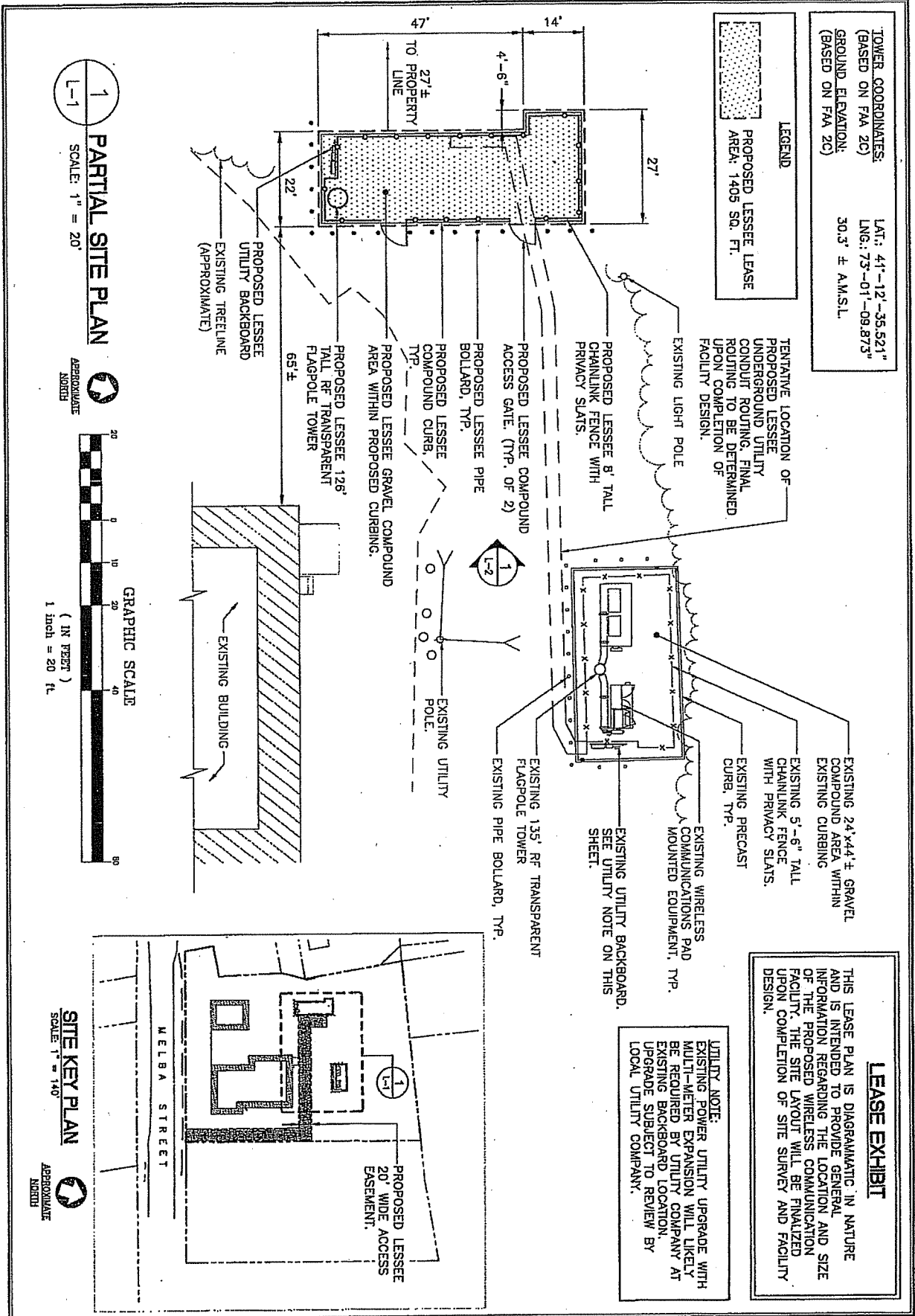
Date: 7/15/10

All that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Milford, in the county of New Haven and State of Connecticut, known as 234-244 Melba Street, and bounded:

SOUTHERLY: 354.30 feet more or less by Melba Street;
WESTERLY: 44.94 feet more or less by land of the Town of Milford;
NORTHERLY: 50 feet more or less by land of the town of Milford;
WESTERLY: again, 100 feet more or less by land of the Town of Milford;
NORTHWESTERLY: 40 feet by land now or formerly of Point Beach Volunteer Engine Company #6, Incorporated;
WESTERLY: again, 156.86 feet more or less by land now or formerly of Ruth V. Platt and Sarah Virginia Platt, by a straight line;
NORTHERLY: again, 337.34 feet by land now or formerly of George E. Haskins, along the remains of a wire fence;
EASTERLY: 379.29 feet more or less by land now or formerly of Albert Leroy Wilcox, along a row of pipes.

Together with a drainage easement as described Volume 960 at Page 8 of the Milford Land Records.

Said premises is also shown as Lot 1 on a map entitled "Property Survey #232-234 Melba Street - Parcel 38A, #252-254 -256 Melba Street - Parcel 2, Milford, Connecticut" dated July 14, 2006, Prepared for Melba Realty, LLC, PO Box 7014 Prospect, CT 06712, Prepared by ASW Consulting Group, LLC, 329 Main Street, Suite 203, Wallingford, CT 06492, which map is on file with the City Clerk of Milford as Map AB-3102A



<p>DESIGNED BY: [Blank]</p> <p>CHECKED BY: [Blank]</p> <p>DATE: [Blank]</p>	<p>PROJECT: [Blank]</p> <p>DATE: [Blank]</p> <p>NO.: [Blank]</p>	<p>DATE: [Blank]</p> <p>NO.: [Blank]</p>	<p>DATE: [Blank]</p> <p>NO.: [Blank]</p>	<p>DATE: [Blank]</p> <p>NO.: [Blank]</p>	<p>DATE: [Blank]</p> <p>NO.: [Blank]</p>	<p>DATE: [Blank]</p> <p>NO.: [Blank]</p>	<p>DATE: [Blank]</p> <p>NO.: [Blank]</p>
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Verizon Wireless

BAYVIEW

234 MELBA STREET
MILFORD, CT 06461

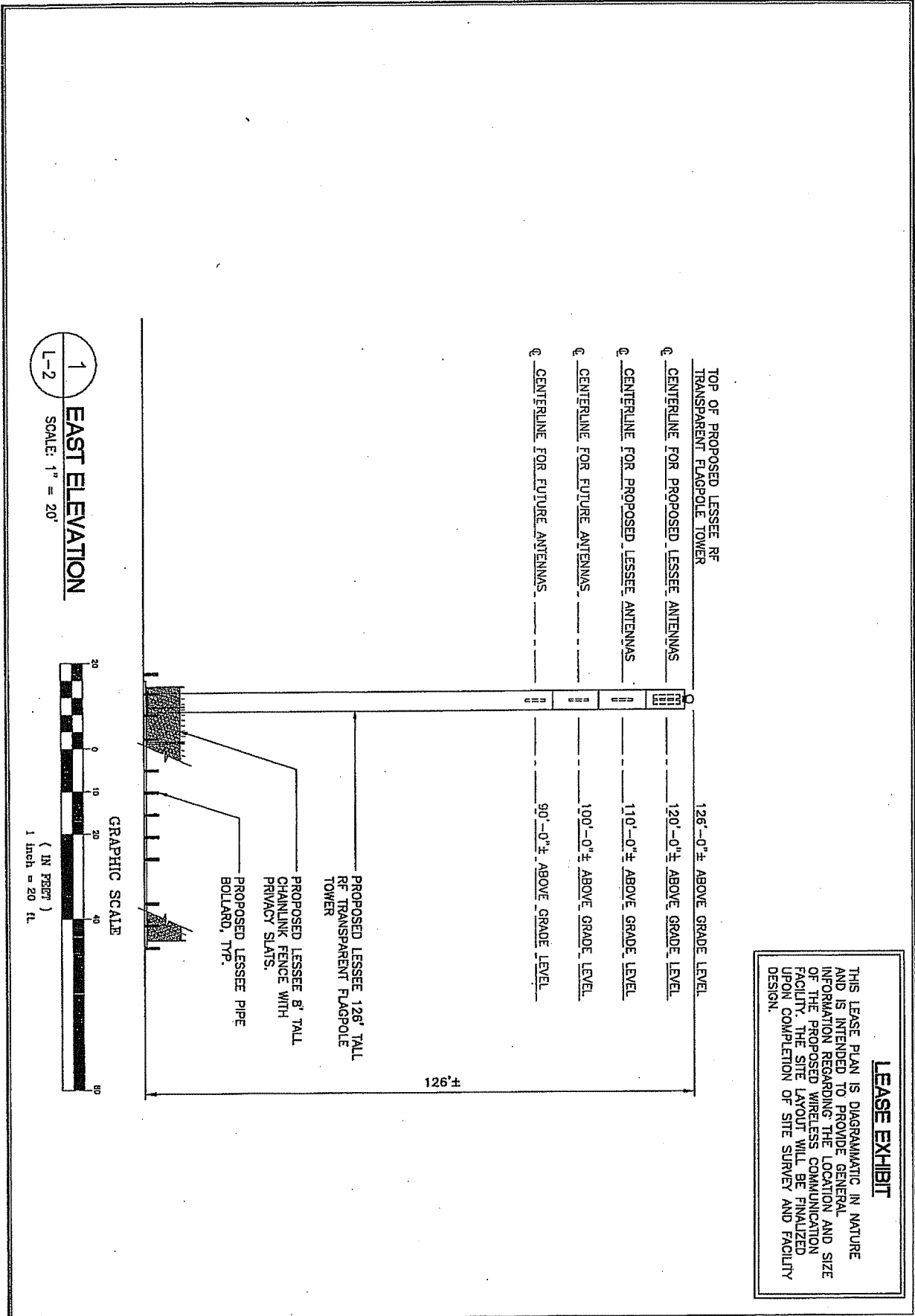
Centek engineering

Centered on Solutions™

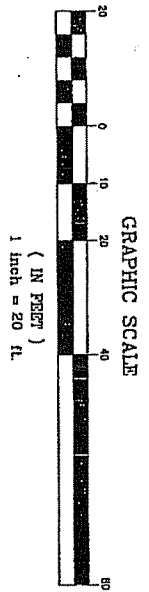
2031 489-0280
2031 488-8287 Fax
63-2 North Stanford Road, Branford, CT 06405

1

SCALE: 1" = 140'



1 EAST ELEVATION
L-2 SCALE: 1" = 20'



LEASE EXHIBIT

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

Coico Partnership d/b/a Verizon Wireless

BAYVIEW

234 MELBA STREET
MILFORD, CT 06461

SHEET NO. L-2

CEN TEK engineering

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2003 488-8587 Fax
63-2 North Branford Road, Branford, CT 06405

PROFESSIONAL ENGINEER SEAL

REV.	DATE	BY	CHKD BY	DESCRIPTION
4	07/04/10	TSJ	BJG	REVISED LEASE EXHIBIT
3	02/14/09	DND	CFE	REVISED LEASE EXHIBIT
2	02/09/09	DND	CFE	REVISED LEASE EXHIBIT
1	01/29/09	DND	CFE	LEASE EXHIBIT
D	09/18/08	DND	CFE	LEASE EXHIBIT
A	09/14/08	DND	CFE	LEASE EXHIBIT - CLIENT REVIEW