

1 STATE OF CONNECTICUT
2 CONNECTICUT SITING COUNCIL

3
4 Docket No. 500

5 **Arx Wireless Infrastructure, LLC application for a**
6 **Certificate of Environmental Compatibility and**
7 **Public Need for the construction, maintenance,**
8 **and operation of a telecommunications facility**
9 **located at 1061-1063 Boston Post Road,**
10 **Milford, Connecticut.**

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12
13 **VIA ZOOM AND TELECONFERENCE**

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16 **Continued Remote Public Hearing held on Tuesday,**
17 **July 27, 2021, beginning at 2:05 p.m.**
18 **via remote access.**

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21 **H e l d B e f o r e:**

22 **JOHN MORISSETTE, Presiding Officer**

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24
25 **Reporter: Lisa L. Warner, CSR #061**

1 **A p p e a r a n c e s:**

2
3 **Council Members:**

4 **ROBERT HANNON**
5 Designee for Commissioner Katie Dykes
6 Department of Energy and Environmental
7 Protection

8 **QUAT NGUYEN**
9 Designee for Chairman Marissa Paslick
10 Gillett
11 Public Utilities Regulatory Authority

12 **ROBERT SILVESTRI**

13 **EDWARD EDELSON**

14 **Council Staff:**

15 **MELANIE BACHMAN, ESQ.**
16 Executive Director and
17 Staff Attorney

18 **IFEANYI NWANKWO**
19 Siting Analyst

20 **LISA FONTAINE**
21 Fiscal Administrative Officer

22 **For Applicant Arx Wireless Infrastructure,**
23 **LLC:**

24 **COHEN & WOLF, P.C.**
25 1115 Broad Street
26 Bridgeport, Connecticut 06604
27 BY: DAVID A. BALL, ESQ.

1 **A p p e a r a n c e s: (Cont'd)**

2
3 **For Intervenor Cellco Partnership d/b/a**
4 **Verizon Wireless:**
5 **ROBINSON & COLE LLP**
6 **280 Trumbull Street**
7 **Hartford, Connecticut 06103-3597**
8 **BY: KENNETH C. BALDWIN, ESQ.**

9
10 **For Intervenor New Cingular Wireless PCS,**
11 **LLC:**
12 **CUDDY & FEDER, LLP**
13 **445 Hamilton Avenue, 14th Floor**
14 **White Plains, New York 10601**
15 **BY: KRISTEN MOTEL, ESQ.**

16
17 **For Party City of Milford:**
18 **HURWITZ, SAGARIN, SLOSSBERG & KNUFF, LLC**
19 **147 North Broad Street**
20 **Milford, Connecticut 06460**
21 **BY: JEFFREY P. NICHOLS, ESQ.**

22
23 **Also present: Aaron Demarest, Zoom co-host**

24
25 ****All participants were present via remote access.**

1 MR. MORISSETTE: Ladies and gentlemen,
2 this continued remote evidentiary hearing session
3 is called to order this Tuesday, July 27, 2021 at
4 2 p.m. My name is John Morissette, member and
5 presiding officer of the Connecticut Siting
6 Council.

7 As everyone is aware, there is
8 currently a statewide effort to prevent the spread
9 of the Coronavirus. This is why the Council is
10 holding this remote hearing, and we ask for your
11 patience. If you haven't done so already, I ask
12 that everyone please mute their computer audio and
13 telephones now.

14 A copy of the prepared agenda is
15 available on the Council's Docket No. 500 webpage,
16 along with the record of this matter, the public
17 hearing notice, instructions for public access to
18 this remote public hearing, and the Council's
19 Citizens Guide to Siting Council Procedures.

20 I'll ask the other members of the
21 Council to acknowledge they are present when
22 introduced for the benefit of those who are only
23 on audio.

24 Mr. Edelson.

25 MR. EDELSON: Present. Thank you.

1 MR. MORISSETTE: Thank you. Mr.
2 Silvestri.

3 MR. SILVESTRI: Present. Thank you,
4 Mr. Morissette.

5 MR. MORISSETTE: Thank you. Mr.
6 Hannon.

7 MR. HANNON: I'm present and hope you
8 can hear me.

9 MR. MORISSETTE: I can hear you fine.
10 Thank you.

11 Mr. Nguyen.

12 MR. NGUYEN: Present. Thank you.

13 MR. MORISSETTE: Thank you. Executive
14 Director Melanie Bachman.

15 MS. BACHMAN: Present. Thank you.

16 MR. MORISSETTE: Thank you. Siting
17 Analyst Ifeanyi Nwankwo.

18 MR. NWANKWO: Present. Thank you.

19 MR. MORISSETTE: Thank you. Fiscal
20 Administrative Officer Lisa Fontaine.

21 MS. FONTAINE: Present. Thank you.

22 MR. MORISSETTE: Thank you. This
23 evidentiary session is a continuation of the
24 remote public hearing held on June 15, 2021. It
25 is held pursuant to the provisions of Title 16 of

1 the Connecticut General Statutes and of the
2 Uniform Administrative Procedure Act upon an
3 application from Arx Wireless Infrastructure, LLC
4 for a Certificate of Environmental Compatibility
5 and Public Need for the construction, maintenance,
6 and operation of a telecommunications facility
7 located at 1061-1063 Boston Post Road, Milford,
8 Connecticut.

9 Please be advised that the Council's
10 project evaluation criteria under the statute does
11 not include consideration of property values.

12 A verbatim transcript will be made
13 available of this hearing and deposited with the
14 Milford City Clerk's Office for the convenience of
15 the public.

16 We will take a 10 to 15 minute break at
17 a convenient juncture around 3:30.

18 We have one motion. On July 14, 2021
19 the applicant submitted a motion for protective
20 order. Attorney Bachman may wish to comment.

21 Attorney Bachman.

22 MS. BACHMAN: Thank you, Mr.
23 Morissette. Council's Interrogatory Number 33
24 requested the applicant to submit an unredacted
25 copy of the lease agreement pursuant to General

1 Statute, Section 16-50o. In response, they did
2 submit an unredacted lease, and it also asked for
3 a protective order consistent with the conclusions
4 of law of the Council in Docket 366 as commercial
5 information that is not subject to disclosure to
6 the public. It's the lease rental amounts. And
7 staff recommends that the motion be granted.

8 Thank you.

9 MR. MORISSETTE: Thank you, Attorney
10 Bachman. Is there a motion?

11 MR. SILVESTRI: Mr. Morissette, Mr.
12 Silvestri, I'll move to grant the motion for the
13 protective order.

14 MR. MORISSETTE: Thank you, Mr.
15 Silvestri. Is there a second?

16 MR. HANNON: Hannon. Second.

17 MR. EDELSON: I'd be willing to second
18 that.

19 MR. MORISSETTE: I have Mr. Hannon for
20 a second. We have a motion by Mr. Silvestri, a
21 second by Mr. Hannon. Any discussion?

22 Mr. Edelson.

23 MR. EDELSON: No discussion.

24 MR. MORISSETTE: Thank you. Mr.
25 Silvestri, any discussion?

1 MR. SILVESTRI: No discussion. Thank
2 you.

3 MR. MORISSETTE: Thank you. Mr.
4 Hannon, any discussion?

5 MR. HANNON: I have no discussion.
6 Thank you.

7 MR. MORISSETTE: Thank you. Mr.
8 Nguyen.

9 MR. NGUYEN: No discussion. Thank you.

10 MR. MORISSETTE: Thank you. And I have
11 no discussion as well.

12 Moving on to the vote, Mr. Edelson, how
13 do you vote?

14 MR. EDELSON: I vote in favor of the
15 motion. Thank you.

16 MR. MORISSETTE: Thank you. Mr.
17 Silvestri.

18 MR. SILVESTRI: Vote to approve. Thank
19 you.

20 MR. MORISSETTE: Thank you. Mr.
21 Hannon.

22 MR. HANNON: Vote to approve. Thank
23 you.

24 MR. MORISSETTE: Thank you.
25 Mr. Nguyen.

1 MR. NGUYEN: Approve. Thank you.

2 MR. MORISSETTE: Thank you. And I also
3 vote to approve the motion. The motion is hereby
4 unanimously approved. Thank you.

5 We'll now continue with the appearance
6 of Verizon Wireless to verify the new exhibits
7 that have been submitted marked as Roman Numeral
8 III, Items B, 5 and 6. Attorney Baldwin, please
9 begin by identifying the new exhibits you have
10 filed in this matter and verifying the exhibits by
11 the appropriate sworn witness.

12 Attorney Baldwin.

13 MR. BALDWIN: Thank you, Mr.
14 Morissette. Again, for the record, Ken Baldwin
15 with Robinson & Cole on behalf of the intervenor
16 Cellco Partnership doing business as Verizon
17 Wireless. Just for the purposes of the hearing,
18 I'll remind our witness, my two witnesses who are
19 the same as last time, that they remain sworn in
20 this proceeding. We have two additional exhibits
21 that are listed in the hearing program under
22 Exhibits 5 and 6 by the intervenor Cellco
23 Partnership. They include Verizon's responses to
24 the Council's interrogatories, Set Two, filed with
25 the Council on July 15, 2021. And then Verizon's

1 responses to the City of Milford's supplemental
2 interrogatories, and those are dated July 19,
3 2021.

4 Z I A D C H E I B A N,

5 A N T H O N Y B E F E R A,

6 having been previously duly sworn (remotely),
7 continued to testify on their oath as
8 follows:

9 DIRECT EXAMINATION

10 MR. BALDWIN: If I could ask Mr. Befera
11 and Mr. Cheiban, did you prepare or assist in the
12 preparation of the information contained in those
13 two new exhibits, Items 5 and 6, as listed in the
14 hearing program?

15 Mr. Befera.

16 THE WITNESS (Befera): Yes.

17 MR. BALDWIN: Mr. Cheiban.

18 THE WITNESS (Cheiban): Yes.

19 MR. BALDWIN: Do you have any
20 corrections, modifications or clarifications you
21 need to make as to either of those exhibits?

22 Mr. Befera.

23 THE WITNESS (Befera): No.

24 MR. BALDWIN: And Mr. Cheiban.

25 THE WITNESS (Cheiban): No.

1 MR. BALDWIN: Is the information
2 contained in those exhibits true and accurate to
3 the best of your knowledge?

4 Mr. Befera.

5 THE WITNESS (Befera): Yes.

6 MR. BALDWIN: Mr. Cheiban.

7 THE WITNESS (Cheiban): Yes, it is.

8 MR. BALDWIN: And do you adopt the
9 information contained in those exhibits as your
10 testimony in this proceeding?

11 Mr. Befera.

12 THE WITNESS (Befera): Yes.

13 MR. BALDWIN: And Mr. Cheiban.

14 THE WITNESS (Cheiban): Yes.

15 MR. BALDWIN: Mr. Morissette, we offer
16 them as full exhibits.

17 MR. MORISSETTE: Thank you, Attorney
18 Baldwin. Does any party or intervenor object to
19 the admission of Verizon Wireless new exhibits?

20 Attorney Ball or Attorney Pires?

21 MR. BALL: Thank you, Mr. Morissette.
22 David Ball. No objection.

23 MR. MORISSETTE: Thank you, Attorney
24 Ball.

25 Attorney Motel or Attorney Chiocchio.

1 MS. MOTEL: This is Attorney Motel.
2 Thank you, Mr. Morissette. No objection.

3 MR. MORISSETTE: Thank you, Attorney
4 Motel.

5 Attorney Knuff or Attorney Nichols.

6 MR. NICHOLS: This is Attorney Nichols.
7 No objection.

8 MR. MORISSETTE: Thank you, Attorney
9 Nichols. Thank you. The exhibits are hereby
10 admitted.

11 (Cellco Partnership d/b/a Verizon
12 Exhibits III-B-5 and III-B-6: Received in
13 evidence - described in index.)

14 MR. MORISSETTE: We will now commence
15 with the continued cross-examination of Verizon
16 Wireless by the Council starting with Mr. Nwankwo
17 followed by Mr. Edelson.

18 Mr. Nwankwo.

19 CROSS-EXAMINATION

20 MR. NWANKWO: Thank you, Mr.
21 Morissette.

22 My questions for the intervenor Cellco
23 Partnership doing business as Verizon Wireless.
24 I'll begin. Will a series of small cell
25 deployments on existing utility poles be a viable

1 solution to provide coverage to the proposed
2 service area?

3 THE WITNESS (Cheiban): There aren't a
4 sufficient amount of poles in the right locations
5 for us to be able to do that. In addition, there
6 are problems or constraints inherent to small
7 cells in that we cannot provide power backup in
8 case of a power outage, and also we cannot deploy
9 the full set of frequencies that we currently
10 operate in on a pole.

11 MR. NWANKWO: Okay. Thank you. But I
12 would just like to add an extra question to that.
13 In a scenario where these problems or constraints
14 were not there, how many such small cells can you
15 estimate will be required?

16 THE WITNESS (Cheiban): I would need to
17 do a more detailed analysis. I don't have the
18 answer off the top of my head.

19 MR. NWANKWO: Okay. Would it even be
20 possible for such a solution to offer the same
21 services as the proposed tower in this
22 application?

23 THE WITNESS (Cheiban): Again, I mean,
24 I'm going to repeat some of what I said to the
25 previous question. We don't have the poles in the

1 location that we need them. We need to have poles
2 that are available to us. And, you know, we're
3 still subject to the same constraints as far as
4 deploying all the frequencies that we currently
5 operate in and, you know, the issue with the power
6 backup. So I don't see it as a viable
7 alternative.

8 MR. NWANKWO: Thank you. Would you be
9 able to provide in any way or form a cost estimate
10 of such a solution if it were possible?

11 THE WITNESS (Befera): Well, I mean,
12 first we would have to know how many utility poles
13 would be comparable. In the past I've heard that
14 it ranges anywhere between 100 to 200 utility
15 poles. There is also a significant length of time
16 that it takes from putting dual applications in
17 for any single utility pole to the time when it is
18 determined by the utility company whether or not
19 that pole is usable. We have a fallout rate of 10
20 to 20 percent on a consistent basis.

21 So to give an example of some of the
22 time constraints, we've been pursuing utility pole
23 small cells in the State of Connecticut since
24 2015. And there are some that we initially
25 applied for back in that time frame that we still

1 don't have constructed. There are many that we
2 have, but there are still some that we're still
3 pursuing through the process which is
4 significantly lengthy.

5 Now, if you're looking for a cost for
6 that, we incur an average internal cost to pursue
7 a utility pole, and depending on the length of the
8 permitting process, whether it requires a hearing
9 or not in front of PURA, that cost can range us
10 anywhere from 15,000 to \$30,000 per pole, then the
11 equipment and installation per pole comes out to
12 about another 50,000. So, you're talking about,
13 if by chance we had the poles exactly where we
14 wanted the poles, which Ziad just mentioned that
15 is not the case, and we could do this with, say,
16 100 pole mounted small cells, right there you're
17 talking about a million dollars just as a general
18 figure which is three times the cost of what's
19 being proposed here for us to co-locate on the
20 pole and to do a worse job for our customers,
21 because that's what it's all about is providing
22 our customers with the best service possible.

23 So let's say in this situation we don't
24 have utility poles situated in an ideal situation,
25 say it takes 150 utility poles, so now we're

1 talking 1.5 million just as a rough figure as an
2 alternative to something that is one-fifth the
3 cost to provide less service than we would from
4 the one site solution as proposed just to put it
5 in perspective. And I hope I answered your
6 question.

7 MR. NWANKWO: Absolutely. Absolutely.
8 Thank you, Mr. Befera. Just one final site for
9 that on the RF side of it. What will be the
10 impact, would the small radio frequency emissions
11 be greater due to the lower height of these
12 installations?

13 THE WITNESS (Cheiban): Are you
14 addressing the question to me, to Verizon?

15 MR. NWANKWO: Yes.

16 THE WITNESS (Cheiban): Okay. This is
17 Ziad Cheiban with Verizon. Generally speaking,
18 the emissions from the tower would be less
19 impactful than the ones from the small cells due
20 to increased height and therefore increased
21 distance to the pedestrians or to whoever is in
22 the vicinity of that tower.

23 MR. NWANKWO: Okay. Thank you. Will
24 Cellco be able to achieve its coverage objectives
25 with either the combination of a shorter tower and

1 some small cells or a rooftop facility and some
2 small cell deployments?

3 THE WITNESS (Cheiban): The rooftops in
4 this area, there are no tall rooftops. All the
5 rooftops are actually pretty low, especially as
6 compared to the I-95 highway which is elevated in
7 certain portions. So we don't really have any
8 viable rooftops in this area. So I'm not sure if
9 I answered your question. The rooftops are not
10 useful in this specific location. The small cell
11 question is something we answered in the previous
12 question.

13 MR. NWANKWO: Yes. I was just wanting
14 to get a perspective if a combination of a shorter
15 tower or rooftop with the small cells could be a
16 possibility.

17 THE WITNESS (Befera): I would have to
18 say no given these particular circumstances for
19 this area.

20 MR. NWANKWO: Thank you. With
21 reference to the alternate location within the
22 host parcel proposed by Arx in its supplementary
23 testimony dated July 20, 2021, would Cellco's
24 antenna height remain the same at the alternate
25 facility location?

1 THE WITNESS (Cheiban): Yes, it would.

2 MR. NWANKWO: How does this new
3 location impact Cellco's coverage objectives?

4 THE WITNESS (Cheiban): I don't think
5 it makes like a material difference to our
6 coverage.

7 THE WITNESS (Befera): This is like 100
8 foot difference, right?

9 MR. NWANKWO: Yes, in terms of the
10 distance from the previous site.

11 THE WITNESS (Befera): It's about 100
12 feet from there, right.

13 MR. NWANKWO: Will the alternate
14 location cause Cellco's RF emission values to be
15 different from what has been provided for the
16 proposed facility?

17 THE WITNESS (Cheiban): No, they would
18 be the same because the antenna height would be
19 the same.

20 MR. NWANKWO: What impacts would a
21 monopine design have on Cellco's installation?

22 THE WITNESS (Cheiban): It would have
23 no noticeable impact.

24 MR. NWANKWO: Will the tower facility
25 at 271 Cherry Street, Kings Highway Cemetery,

1 which is also listed in the application as site
2 number 7 in the site search summary be a viable
3 alternative?

4 THE WITNESS (Cheiban): I think this
5 was part of Arx's search summary, and I do not
6 believe that Verizon has evaluated that location.

7 MR. NWANKWO: Thank you. I would also
8 ask the same question of the site mentioned in the
9 site search summary at 230 Cherry Street, which is
10 Total Wine & More, also listed as site number 4 in
11 the site search summary.

12 THE WITNESS (Cheiban): Again, this was
13 Arx's search, and that particular location was not
14 submitted to us for evaluation, so I cannot
15 answer. We'd need to look at it and determine,
16 you know, what height, if any, would work for us
17 there.

18 MR. NWANKWO: Okay. Thank you. Just
19 lastly on that same topic, would 160 Wampus Lane
20 also fall into that category?

21 THE WITNESS (Cheiban): So that one
22 actually I believe was asked about in the
23 interrogatories or maybe during the last hearing.
24 It's an existing tower, and it would not fulfill
25 our coverage objective for this search ring.

1 MR. NWANKWO: Okay. Considering the
2 scenario where the demolition of the former Howard
3 Johnson's Hotel is imminent and Cellco would have
4 to decommission its existing facility on the roof
5 of the hotel, will Cellco then go ahead and
6 install the temporary facility approved by the
7 Council in Petition No. 1375?

8 THE WITNESS (Befera): Well, we would
9 have liked to have already installed that
10 facility. Unfortunately, we have not been able to
11 get anywhere in the form of any type of written
12 agreement, even oral agreement, with the Turnpike
13 Lodge folks who are our current landlords. We
14 continue to try to talk to them about that. We do
15 have rights in our lease that could potentially
16 prevent them from tearing the hotel down prior to
17 2024, I believe, the beginning of 2024, that we
18 could certainly press if they come around and say
19 they're going to tear the hotel down sooner, which
20 is something that we're trying to prevent having
21 that type of interaction play out by replacing the
22 facility now because we don't want to impede their
23 livelihood or their progression and development of
24 that parcel. We want to be a good tenant.

25 But we've tried to move forward with

1 them with both a location for the temporary tower
2 and we've had discussions with them about a
3 permanent tower. And what happened over there,
4 I'm told, is that the main guy that runs the show
5 over there got sick, had a heart attack or
6 something, and the folks that we're dealing with
7 now, they don't seem to be able to make a decision
8 of any sort that allows us to feel like we're
9 moving forward with anything. So it's an
10 unfortunate situation.

11 And then this application came along,
12 and we were contacted by Arx about it. And the
13 location works, the proposed height works for us,
14 and so here we are. And that's really what
15 brought us here because we do need a replacement
16 facility so that we don't jeopardize the service
17 that we provide to our customers in this area and
18 for the past 18 years, and this location works.

19 MR. NWANKWO: Thank you, Mr Befera.

20 That's all the questions I have, Mr.
21 Morissette, for now.

22 MR. MORISSETTE: Thank you, Mr.
23 Nwankwo. We'll now continue with
24 cross-examination by Mr. Edelson followed by Mr.
25 Silvestri.

1 Mr. Edelson.

2 MR. EDELSON: Yes. First question for
3 Verizon, do you consider wireless communication to
4 currently be part of the infrastructure of a
5 community in Connecticut?

6 THE WITNESS (Cheiban): Yes, we do.

7 MR. EDELSON: Have you ever presented
8 that opinion to any of the cities or towns of
9 Connecticut and obviously including New Milford?

10 THE WITNESS (Cheiban): I'll have to --
11 I personally have not. I'll have to defer to the
12 other people representing Verizon.

13 MR. EDELSON: Sir, have you ever spoken
14 to the town about it being a key part of their
15 infrastructure?

16 THE WITNESS (Befera): I don't think
17 that we approach cities or towns to ask them if
18 they think that wireless communications, if they
19 think that's important. What I do know is that
20 the federal government thinks it's important and
21 has provided all kinds of legislation in an effort
22 to speed the deployment of these services because
23 they recognize it is a service of the future.

24 MR. EDELSON: So would it be --

25 THE WITNESS (Befera): We're not here

1 for me or you. We're here to serve the customers
2 who demand these services, and we're here to
3 provide the best service that we can for the
4 customers.

5 MR. EDELSON: I bring this up because
6 it is a responsibility of every town and city in
7 Connecticut to make sure certain things are
8 provided for, including fire protection, ambulance
9 service. And those these days do depend on people
10 having the ability to call in an emergency or in
11 an emergency, and it's becoming clearer and
12 clearer that the people of this state are using
13 wireless communication to do that. And if so, in
14 order to provide the infrastructure that a
15 community is required to provide, it seems to me
16 we all have a job to do to educate local officials
17 that this is part of the infrastructure.

18 But I believe, or the reason I ask that
19 is, I believe I understood from the last hearing
20 that upon realizing that things were not
21 progressing as we all hoped at the site where the
22 current tower is that's supporting this area, that
23 Verizon, and correct me if I'm wrong, made no
24 effort to engage the town in assisting in
25 resolving that situation. Am I correct in that?

1 THE WITNESS (Befera): Well, if the
2 town had town owned property that would serve as a
3 suitable replacement for the existing facility, we
4 most certainly would have been in touch with the
5 City of Milford. But our objective is to find a
6 replacement location that works for the network,
7 and that's what we do. You know, there was no
8 town property that we're aware of that would serve
9 as a suitable replacement. Although of course
10 there are many occasions elsewhere where we have
11 met with cities and towns to share what our
12 objectives are, and they typically become an
13 involved player because a lot of that involves
14 their infrastructure. That's not the case here.

15 MR. EDELSON: So turning to the subject
16 of the alternative design that Arx is putting
17 forward, it appears to me we're really looking at
18 two designs, two proposals that are very, very
19 similar. As you pointed out, there's only about
20 100 foot difference. And so we know some of the
21 tradeoffs, a very large tree would have to come
22 down in the case of the new proposal. On the
23 other hand, it would cost more, and eventually
24 that has to be passed onto the customers. So I
25 will just ask again, are there any changes on the

1 margin, I realize they're not significant, but any
2 changes that we should be aware of as we review
3 the two proposed sites that would have any impact
4 on Verizon's coverage or capacity?

5 THE WITNESS (Cheiban): The two Arx
6 proposals are equivalent as far as Verizon is
7 concerned.

8 MR. EDELSON: So just to put it in
9 other words, you're indifferent between A or B?

10 THE WITNESS (Cheiban): That's correct,
11 they both serve our purpose.

12 MR. EDELSON: Okay. Now, at the last
13 hearing my colleague, Mr. Silvestri, was asking
14 about some of the land that is owned by the
15 Department of Transportation. And as I could tell
16 from the transcript, his question was to Arx if
17 they had approached the Department of
18 Transportation because there are several, I think
19 at least several parcels nearby. Has Verizon ever
20 looked at working with the Department of
21 Transportation as a landowner to see if a tower
22 could be placed there; and if so, what was the
23 outcome of that discussion?

24 THE WITNESS (Befera): We've approached
25 the Department of Transportation on several

1 occasions throughout the State of Connecticut, and
2 we can't get anywhere with them. They have no
3 interest in entertaining wireless facilities. I'd
4 be interested in having the Department of
5 Transportation tell the Council how many tower
6 facilities they have on their properties in the
7 State of Connecticut, and I bet at least a dollar
8 that the answer is going to be zero other than
9 their own towers which they don't let us on even
10 if they have them.

11 MR. EDELSON: So to be clear, no one
12 from the Department of Transportation has made a
13 safety argument or provided you with a rationale
14 of why, as I think I heard you say, they're just
15 not interested in talking to you?

16 THE WITNESS (Befera): Yes. I can
17 safely say that they're not interested in talking
18 to us because we have tried and we never get
19 anywhere with them.

20 MR. EDELSON: Okay. I think at this
21 point, Mr. Morissette, that's all the questions I
22 have. Thank you.

23 MR. MORISSETTE: Thank you, Mr.
24 Edelson. We'll now continue with
25 cross-examination with Mr. Silvestri followed by

1 Mr. Hannon.

2 Mr. Silvestri.

3 MR. SILVESTRI: Thank you, Mr.
4 Morissette. And good afternoon all.

5 Mr. Befera, I wanted to go back to an
6 answer that you just had for Mr. Nwankwo. You
7 mentioned 100 to 200 utility poles would be needed
8 to cover an area. How large of an area were you
9 looking at when you said 100 to 200 utility pole
10 installations?

11 THE WITNESS (Befera): The equivalent
12 of what the existing site covers, which I think is
13 some 8 square miles.

14 MR. SILVESTRI: Okay.

15 THE WITNESS (Befera): Is that what it
16 is, Ziad, about 8 square miles?

17 THE WITNESS (Cheiban): I'd have to
18 look that up. I don't have it off the top of my
19 head.

20 THE WITNESS (Befera): It might have
21 been more than that because he breaks it down in
22 our responses by frequency, so it varies because
23 the different frequencies propagate differently,
24 but it's quite an area.

25 MR. SILVESTRI: It's the existing area

1 that you're looking at?

2 THE WITNESS (Befera): Yeah. I mean,
3 yes, the existing area that we're covering right
4 now with the rooftop flagpole.

5 MR. SILVESTRI: Thank you. And a
6 follow-up on the Department of Transportation. Is
7 Verizon aware of any small cells that might have
8 been installed on highway light poles?

9 THE WITNESS (Befera): Not in this
10 state, no.

11 MR. SILVESTRI: When you say "not in
12 this state," other states have them that you're
13 aware of?

14 THE WITNESS (Befera): I wouldn't say
15 the light poles on the highway, those tall ones on
16 the highway, no, I'm not aware of those, but I
17 know that we have done small cells, for instance,
18 in the State of Massachusetts on municipal owned
19 light poles, not necessarily state owned light
20 poles.

21 MR. SILVESTRI: Thank you. Next I had
22 a couple questions going back to the
23 interrogatories, responses to Question Number 12
24 and Question Number 31. This was basically
25 looking at four sites and whether Verizon could

1 achieve coverage at those four sites. And I just
2 want to verify that if a cell tower was installed
3 at 1052 Boston Post Road, which is the current
4 hotel site, coverage, I guess, would be provided
5 at an antenna height of 80 to 100 feet above
6 ground level, is that correct what I was reading?

7 THE WITNESS (Cheiban): Yes, that is
8 correct. So that property slopes down from the
9 highway interchange toward Boston Post Road
10 significantly, like there's a 30 foot difference
11 or a 25 foot difference. So depending on where we
12 are on that property, you know, the tower height
13 would need to adjust accordingly.

14 MR. SILVESTRI: Okay. Thank you. And
15 again, moving down the list in the responses
16 there, 1201 Boston Post Road, which is the mall,
17 again, I'm looking at this and saying that an
18 antenna height of 130 feet above ground level
19 could also provide the needed coverage that you're
20 looking for; is that also correct?

21 THE WITNESS (Cheiban): That is
22 correct. That would not be our preferred
23 locations, but we could make it work if we have
24 to.

25 MR. SILVESTRI: Now, when you say not

1 preferred but you could make it work, could you
2 expand upon how you would make it work?

3 THE WITNESS (Cheiban): Yes, we'd
4 basically need to modify the antenna orientations
5 and down tilts of one of the neighboring sites at
6 Old Gate and the proposed one at the mall so to
7 improve the -- reduce the overlap between the two.

8 MR. SILVESTRI: And if I remember
9 right, Old Gate is kind to the southeast, would
10 that be correct?

11 THE WITNESS (Cheiban): Yeah, it's kind
12 of more like east than southeast, but yeah,
13 roughly speaking, yes.

14 MR. SILVESTRI: Great. Thank you. And
15 again going down the list, 1212 Boston Post Road,
16 which is the Old Navy building site, an antenna
17 height of 120 feet above ground level, that could
18 also provide the needed coverage that you're
19 looking for; is that correct?

20 THE WITNESS (Cheiban): That's correct.

21 MR. SILVESTRI: Would you need to do
22 any type of modifications there as you mentioned
23 at 1201 Boston Post Road?

24 THE WITNESS (Cheiban): Yes, that would
25 be similar to the one at 1201 Boston Post Road.

1 MR. SILVESTRI: Thank you. And then
2 again the 10 Leighton Road, which is the Schick
3 property, I see an antenna height of 110 feet
4 above ground level. That would also provide
5 necessary coverage that you're looking for; is
6 that correct?

7 THE WITNESS (Cheiban): Yes. I mean,
8 that's a rather large parcel, so I think we
9 specified we wanted to be kind of on the western
10 side of that parcel, but yes, that is correct.

11 MR. SILVESTRI: Okay. And would
12 modifications there be needed as well?

13 THE WITNESS (Cheiban): Possibly. I'd
14 have to look into it.

15 MR. SILVESTRI: Okay. Very good.
16 Thank you.

17 Mr. Morissette, that's all the
18 questions I have at this time. Thank you.

19 MR. MORISSETTE: Thank you, Mr.
20 Silvestri. We'll now continue with
21 cross-examination by Mr. Hannon followed by Mr.
22 Nguyen.

23 Mr. Hannon.

24 MR. HANNON: Thank you. Just a couple.
25 I'm a little confused about some of the answers

1 that have been given. I'm looking at Mr.
2 Silvestri talking about the four different
3 locations also with New Cingular Wireless, the
4 July 12, 2021 Interrogatory Number 27, would a
5 facility located in the southerly parking lot of
6 the Connecticut Post Mall at 1201 Boston Post Road
7 be a viable alternative. I guess where I'm having
8 some difficulty on this is on that document it
9 looks as though there are two proposed alternative
10 sites on the maps, but I don't see anything
11 identifying specifically where those alternate
12 sites are located. Is that something that you can
13 help me with?

14 THE WITNESS (Cheiban): Mr. Hannon, I
15 just would like to clarify. Are you looking at
16 the answers from New Cingular Wireless, a/k/a
17 AT&T?

18 MR. HANNON: Yeah, but I'm assuming
19 that you would pretty much be in the same boat on
20 that. I'm just trying to figure out where those
21 two alternate sites are. Is that something that
22 you know or not?

23 THE WITNESS (Cheiban): I do not know.
24 I think you should leave that question until AT&T
25 is answering questions.

1 MR. HANNON: Okay.

2 MR. BALDWIN: Mr. Hannon, we did
3 provide responses to the mall property, I think as
4 Mr. Silvestri pointed at accurately, in our
5 response to the City of Milford's supplemental
6 interrogatories number 12, but we didn't provide a
7 map with that response.

8 MR. HANNON: Again, what I'm looking at
9 is the couple of proposed alternatives, but yet
10 there's nothing on the maps which identify what
11 those alternatives sites are versus the proposed
12 site location. So I was just trying to get a
13 better handle as to what those two proposed
14 locations were. I mean, I see the 1063 Boston
15 Post Road up in the upper right-hand corner, and
16 it's the same thing down on the bottom, but I
17 don't see an address for where those blue stars
18 are located as alternative site locations. I'm
19 just trying to match up with what was listed for
20 A, B, C and D, if it's any of those sites.

21 MR. BALDWIN: Well, perhaps Mr. Cheiban
22 can give you a sense as to where he was looking on
23 the mall property when he responded to the city's
24 interrogatory 12B.

25 THE WITNESS (Cheiban): I did not look

1 at AT&T's answers. I'm not familiar with those
2 alternative locations that they discussed.

3 MR. HANNON: I was just trying to get
4 some clarity in terms of what these sites might
5 be. I'm assuming that one of them is sort of the
6 mall which is identified there, but -- I take it
7 back, it's the Schick site, okay, I just saw that,
8 so it's the Schick and the mall site, so I think
9 I'm okay there.

10 As part of the proposal the intent
11 right now is to move the tower about 100 feet so
12 that the tower itself is located strictly in the
13 commercial zoning, it's totally out of the
14 residential, and that the compound has changed
15 where instead of being the typical square
16 configuration it's more now the longer rectangular
17 shape. Is that sort of what we're looking at now
18 as an alternative?

19 THE WITNESS (Befera): That's what it
20 looks like, yes.

21 MR. HANNON: Okay. And at this
22 location you have no problems with what's being
23 proposed where the tower is at either of those
24 locations on the property?

25 THE WITNESS (Befera): No.

1 THE WITNESS (Cheiban): Either location
2 works for us.

3 MR. HANNON: Okay. I don't have
4 anything else. Thank you.

5 MR. MORISSETTE: Thank you, Mr. Hannon.
6 We will now continue with cross-examination by Mr.
7 Nguyen.

8 Mr. Nguyen.

9 MR. NGUYEN: Thank you, Mr. Morissette.
10 Good afternoon. I just had a couple followups for
11 Mr. Befera. You mentioned earlier that there are
12 some small cells that were approved but were not
13 constructed; is that right?

14 THE WITNESS (Befera): I don't think
15 that's what I said. I think what I had said was
16 that there are, you know, we started the utility
17 pole small cell program around the year 2015, and
18 I believe what I said was that there are still
19 some that we are still trying to get approved
20 either through licensing through the utilities or
21 through PURA that still have not come to fruition
22 while there are many that we have got through the
23 system and have done the installations on that are
24 currently providing service.

25 MR. NGUYEN: But are there any small

1 cells that were approved by PURA but have not been
2 constructed?

3 THE WITNESS (Befera): Well, yes, I
4 mean, there's always going to be, you know, a time
5 frame that exists between the approval and the
6 construction and activation period for all types
7 of facilities. I think Ziad mentions one in
8 particular to the west of this location, kind of
9 near the bend in 95 where we have a small cell
10 approved. I think, is that Milford SC22, Ziad,
11 that's about a mile to the west of this location
12 that is approved and that we're planning to have
13 constructed and activated before the end of this
14 year.

15 THE WITNESS (Cheiban): That is
16 correct.

17 MR. NGUYEN: In some cases where small
18 cells that were approved by PURA, is there a clock
19 that they impose on the applicant, you know, a
20 certain time frame that they need to be
21 constructed?

22 THE WITNESS (Befera): I'm sorry?

23 MR. NGUYEN: Once a small cell
24 application is approved by PURA, is there a clock,
25 is there a time frame that they set for the

1 applicant to construct the facility?

2 THE WITNESS (Befera): You know, I
3 believe there is a time constraint imposed by
4 PURA, whether it be 12 or 24 months, I don't know
5 off the top of my head. I've kind of been away
6 from the small cell program for a number of years
7 now, but I believe PURA does have a time
8 constraint on how long you have before you need to
9 get the approval again through PURA.

10 MR. NGUYEN: And to the extent that --
11 I'm just trying to understand the situation out
12 there. I believe that there is a few, there are a
13 number of Verizon Cellco small cells that have not
14 been constructed, and what was the reason for
15 that?

16 THE WITNESS (Befera): Well, are you
17 referring to small cells that may be licensed by
18 the utility companies and approved through PURA
19 that we haven't constructed yet?

20 MR. NGUYEN: Yes.

21 THE WITNESS (Befera): Yes. Well,
22 there's a few things involved with that.

23 THE WITNESS (Cheiban): Tony, I can
24 take that one. I know the specifics on these
25 small cells.

1 THE WITNESS (Befera): Okay.

2 THE WITNESS (Cheiban): This is Ziad
3 Cheiban again. So we have one which we're
4 expecting by the end of the year, and we have
5 another one which is either this year or next
6 year. And the main reason for the delays is
7 fiber, getting fiber to the small cells is
8 something that can sometime take years.

9 MR. NGUYEN: And what about those small
10 cells that are approved by the Council, a similar
11 situation?

12 THE WITNESS (Cheiban): I don't think
13 we have proposed yet any small cells that go
14 through the Council, so basically brand new poles.
15 I've seen other operators do that, but we have
16 not.

17 THE WITNESS (Befera): Well, back in
18 the beginning of the small cell deployment, we had
19 done a number of rooftop stub towers with small
20 cells proposed that did fall under the
21 jurisdiction of the Council because they were stub
22 towers whether on the roof or on the ground. I
23 think that's how it fell under their jurisdiction.
24 But we've found that the rents associated with
25 putting small cells on private property rooftops

1 and such weren't sustainable but that utility pole
2 licensing was a rent structure that the thousands
3 and thousands of these things that we need is a
4 rent structure that may be sustainable long term.
5 So we've abandoned the small cell pursuits on
6 private structures like that.

7 MR. NGUYEN: Okay. Thank you very
8 much. That's all I have, Mr. Morissette.

9 MR. MORISSETTE: Thank you, Mr. Nguyen.
10 I have a couple of questions myself.
11 Has Verizon been in discussion with other
12 developers of towers looking to fill the need in
13 this area?

14 THE WITNESS (Befera): I'm not aware,
15 Ziad, of any open search areas in this area that
16 would require a new tower structure, but in most
17 instances we would propose the tower if we needed
18 a location where existing structures don't exist.
19 We're not necessarily in the habit of asking a
20 tower developer to build a tower for us, something
21 that is commonly referred to as a build to suit
22 agreement. That's not something that we typically
23 do. We were approached by Arx about this
24 opportunity, you know, and it worked for us, which
25 also happens quite often, but we didn't ask them

1 to build this tower for us. They came to us with
2 it proposed.

3 MR. MORISSETTE: There was discussion
4 at the last hearing about, I believe it was in the
5 last hearing, or maybe in the documents, about a
6 proposed project at the mall by another developer.
7 Have any discussions occurred with Verizon
8 associated with that?

9 THE WITNESS (Cheiban): Mr. Morissette,
10 this is Ziad Cheiban. So we were looking into
11 putting a tower on the hotel property. That was
12 the project we were pursuing. We were approached
13 by Arx about this proposed tower that they said
14 AT&T was going on. And the City of Milford asked
15 us to look into a location on the mall which is
16 managed by American Tower. And so we evaluated
17 that from an RF perspective, but I don't believe
18 there were any discussions as far as leasing or
19 doing a build to suit.

20 MR. MORISSETTE: So if I could just
21 summarize, Verizon was independently pursuing the
22 tower on the Howard Johnson's facility or the
23 hotel facility going forward, and independently
24 American Tower was looking at the mall, however,
25 no detailed discussions occurred with Verizon to

1 pursue going onto that tower with American Tower.
2 Is that correct?

3 THE WITNESS (Cheiban): Mr. Morissette,
4 I don't know the specifics of what American Tower
5 had plans for. I know that the city asked us to
6 evaluate the location at the mall from an RF
7 perspective, and we did, but I don't know what
8 American Tower's plans are.

9 MR. MORISSETTE: Thank you for that
10 clarification. So you haven't had direct contact
11 with American Tower as to what they were thinking
12 in regards to the mall. Okay. Thank you for
13 that.

14 THE WITNESS (Cheiban): Sure.

15 MR. MORISSETTE: That's all the
16 questions I have. Mr. Nwankwo did a fine job
17 asking all the questions that I had on my list, so
18 I thank him for that.

19 So we will now continue with
20 cross-examination of Verizon Wireless by the
21 applicant, I think it's Attorney Ball.

22 MR. BALL: Thank you, Mr. Morissette.
23 We do not have any questions for the panel. Thank
24 you.

25 MR. MORISSETTE: Thank you, Attorney

1 Ball. We will continue with cross-examination of
2 Verizon Wireless by New Cingular Wireless PCS by
3 Attorney Motel.

4 Attorney Motel.

5 MS. MOTEL: Thank you, Mr. Morissette.
6 We do not have any cross-examination for Verizon.

7 MR. MORISSETTE: Thank you, Attorney
8 Motel. We will continue with cross-examination of
9 Verizon Wireless by the City of Milford, Attorney
10 Nichols.

11 MR. NICHOLS: Thank you, Mr.
12 Morissette. And in advance, I apologize. I am in
13 a house with many other people, including some
14 children. I found the quietest spot I can. But
15 if there's some background disturbance, I
16 apologize in advance. I will try to be on the
17 mute button as quickly as possible.

18 I also wanted to just thank Verizon for
19 their responses to the city's supplemental
20 interrogatories. I appreciate the directness and
21 succinctness of the responses. I think it has
22 helped to expedite the proceeding today, so that
23 is appreciated.

24 Just a few follow-up clarifications.
25 I'm correct, am I not, that the current lease term

1 at 1052 Boston Post Road expires in 2024? This is
2 probably a question for Mr. Befera is my guess.

3 THE WITNESS (Befera): Let me see --

4 MR. BALDWIN: It would be question 15B,
5 Tony, just to help.

6 THE WITNESS (Befera): The current
7 terms expire December 31, 2024 provided the
8 landlord does not send termination notice with at
9 least three months notice.

10 MR. NICHOLS: And there are other terms
11 in the lease regarding termination notices,
12 correct, that's what you're referring to?

13 THE WITNESS (Befera): Yes, we have, I
14 like to call it the evergreen clause, where if
15 neither party terminates with the specified notice
16 period, like, for instance, come September -- come
17 October 1, 2024 if the landlord has not sent
18 termination notice by that date, the lease would
19 automatically extend for an additional five-year
20 period until one of the parties sends a
21 termination notice, I think they need to send it
22 nine months in advance. It is an answer to one of
23 the interrogatories. But yes, there is an
24 evergreen term if no one sends termination with 30
25 days notice, no one sends termination in this case

1 by October 1, 2024, it does automatically extend
2 for five years. Now, Verizon has termination
3 rights within that time, they have termination
4 rights now, but the landlord doesn't.

5 MR. NICHOLS: Thank you for that
6 clarification. And so, and just kind of
7 understanding how Verizon was approaching the
8 situation, am I correct the testimony was that
9 Verizon was trying to seek a solution with the
10 owner at the current location, 1052 Boston Post
11 Road?

12 THE WITNESS (Befera): Yes.

13 MR. NICHOLS: And before being
14 approached by Arx, was Verizon putting out feelers
15 amongst people who would know about this sort of
16 thing, or was it sort of out of the blue that Arx
17 approached Verizon?

18 THE WITNESS (Befera): Well, to us it
19 was kind of out of the blue. I didn't -- we
20 weren't putting out feelers because we remained
21 hopeful that our existing landlords would still
22 want to accommodate us.

23 MR. NICHOLS: And in fact that
24 potential is still there, correct, for the
25 existing landlords to accommodate you?

1 THE WITNESS (Befera): I don't -- I
2 don't have any reason with the discussions over
3 the past three years having gotten no where in
4 terms of a temp agreement or a permanent agreement
5 that I am hopeful. I certainly could not consider
6 myself hopeful that I could reach an agreement
7 with them.

8 MR. NICHOLS: With respect to a
9 question I don't remember which Council member
10 asked, but someone had asked Mr. Cheiban if there
11 had been a conversation with American Tower, and I
12 think, Mr. Cheiban, you said that you were not
13 aware of one; is that correct?

14 THE WITNESS (Cheiban): That is
15 correct.

16 MR. NICHOLS: Do you know categorically
17 whether Verizon or Cellco, anyone at Verizon or
18 Cellco has spoken to American Tower in the last
19 year about that?

20 THE WITNESS (Cheiban): I do not know
21 categorically.

22 THE WITNESS (Befera): Ziad isn't aware
23 of this, but I had reached out to American Towers'
24 new representative that represents them in this
25 area because in the past American Tower had told

1 us that they did not have rights to build a tower
2 under their agreement and that it was just an
3 agreement for rooftop rights of the mall and
4 interior rights of the mall, which a system that
5 we've been on for a number of years, the
6 in-building system that ATC manages for the mall
7 owners. And in the past we've asked about that as
8 a possibility when we were getting no where with
9 our existing landlords, and the previous American
10 Tower representative in this area told us they did
11 not have rights to build a tower and that the
12 property owners were not willing to build a tower.

13 So I had approached the new
14 representative and asked him specifically about
15 the southwest corner of the property next to the
16 Cloverleaf to be as far west as possible even
17 though I know it's not Ziad's preferred location
18 because of all the duplicate coverage that it
19 would create, it's not an ideal solution, I asked
20 him if they had rights to build a tower there, and
21 he came back and said that they did, which I don't
22 know if this is a new development or a new
23 agreement that they've reached with the property
24 owner or not, but we did have that exchange in
25 email. I didn't speak with him. It was an email

1 exchange.

2 MR. NICHOLS: Okay. And that happened
3 in this calendar year?

4 THE WITNESS (Befera): Yes.

5 MR. NICHOLS: 2021?

6 THE WITNESS (Befera): Yes.

7 MR. NICHOLS: Thank you. Mr. Cheiban,
8 you had mentioned before about if a tower was
9 located at the mall site about needing to alter
10 the configuration of antennas in order to reduce
11 overlap between that site and the Old Gate Lane
12 site. Can you from an engineering perspective
13 describe how that would happen, what steps would
14 be taken to optimize the relationship between the
15 two sites?

16 THE WITNESS (Cheiban): We would need
17 to alter the azimuth, the orientation of our
18 antennas on Old Gate, to be able to make the two
19 sites work together.

20 MR. NICHOLS: And you used the term
21 "azimuth." Am I correct that when we speak of
22 azimuth, we're talking about a 360 degree radius
23 with zero being due north?

24 THE WITNESS (Cheiban): That is
25 correct. So we have three sectors on Old Gate,

1 and the orientation, one of them points straight
2 at the mall. We would need to alter that to, you
3 know, reduce the overlap between the two sites.

4 MR. NICHOLS: So, in other words, when
5 there is a tower and there are antennas on the
6 tower, they're not always necessarily at three
7 equidistant, they're not always oriented at three
8 equidistant points out from the tower; is that
9 correct?

10 THE WITNESS (Cheiban): That is
11 correct.

12 MR. NICHOLS: And instead the antennas
13 can be oriented, the azimuth can be adjusted to
14 try to match the coverage area that the carrier is
15 trying to hit and also to avoid overlap, correct?

16 THE WITNESS (Cheiban): That is
17 correct. I mean, there are restrictions depending
18 on how the antennas, the platform that goes on the
19 tower, but, you know, we can adjust within a
20 certain margin.

21 MR. NICHOLS: And in the case of a
22 potential tower at the western edge of the mall
23 property, am I correct that it would be possible
24 to have the azimuth of one of those antennas
25 facing back towards the direction of Cherry Street

1 and the current 1052 Boston Post Road site so
2 there would be coverage in that area which is the
3 current coverage area?

4 THE WITNESS (Cheiban): Yes. I mean, I
5 have not determined the exact orientation that we
6 would use, but generally speaking, yes.

7 MR. NICHOLS: Okay. Mr. Cheiban, do
8 you know how many antennas would be placed on the
9 proposed tower?

10 THE WITNESS (Cheiban): Our standard is
11 12 antennas total, so four per sector.

12 MR. NICHOLS: And is each of the 12
13 oriented in a distinct azimuth, or is it typically
14 four in one direction, four in another?

15 THE WITNESS (Cheiban): Yeah, it's four
16 in each direction, so there are typically three
17 directions and there's four antennas in each
18 direction, and the total is 12.

19 MR. NICHOLS: And then does each
20 antenna have its own frequency?

21 THE WITNESS (Cheiban): It's a little
22 bit more complicated than that because some of the
23 antennas can actually serve two frequencies, so
24 there's a mix of frequencies on the antennas.
25 Some of them serve a single frequency, some of

1 them serve two.

2 MR. NICHOLS: Okay. And then with
3 respect to tilt, am I correct that the antennas
4 can be tilted also to optimize coverage?

5 THE WITNESS (Cheiban): That is
6 correct.

7 MR. NICHOLS: And how does that work?

8 THE WITNESS (Cheiban): So in general
9 there are two ways of doing it. One is to
10 physically tilt the antenna, which we call
11 mechanical tilt, and that is not really favored.
12 The other way is electrical tilt where basically
13 something is adjusted within the antenna so that
14 it will alter its pattern and give us a tilted
15 pattern, and that's the typical way that we do it.

16 MR. NICHOLS: And metaphorically
17 speaking, and I'm trying to keep this at sort of a
18 layman's understanding, am I correct that tilting
19 the antenna has a similar effect as tilting a
20 flashlight closer or farther away from the holder?

21 THE WITNESS (Cheiban): Right. I mean,
22 you can even think of it like as a, if you had a
23 spotlight and that you, you know, change the angle
24 so that it points, you know, say closer to the
25 tower or farther away.

1 MR. NICHOLS: And then my last question
2 on the sort of technical side of things, are you
3 familiar with the concept of beam width?

4 THE WITNESS (Cheiban): I am.

5 MR. NICHOLS: And how does beam width
6 affect the coverage optimization with respect to
7 the azimuth and tilt capabilities we've just been
8 talking about?

9 THE WITNESS (Cheiban): So, I mean,
10 beam width is just basically is the extent of the,
11 either the horizontal or vertical area that the
12 antenna focuses the energy in. So just to, in
13 rough numbers, our typical antenna has a 65 degree
14 beam in the horizontal direction and anywhere from
15 5 to 15 in the vertical direction. And so
16 basically a narrower antenna responds more quickly
17 to tilt or to azimuth changes, with a narrower
18 beam you can alter that coverage area with less
19 tilt essentially.

20 MR. NICHOLS: Okay. And then with
21 respect to beam width, am I correct that as the
22 signal emits from the source that the beam expands
23 sort of in the shape of a megaphone?

24 THE WITNESS (Cheiban): I guess, yeah,
25 you could say that.

1 MR. NICHOLS: Is there -- again, I'm
2 trying to use a layman's understanding here.
3 Could you explain that with any more expertise
4 about how the beam spreads as it emits from the
5 source?

6 THE WITNESS (Cheiban): Yeah. I mean,
7 kind of the easiest explanation, analogy I can
8 give in layman's terms, it's kind of like a pizza
9 wedge or something like that. So it basically,
10 you know, it starts at the antenna and kind of
11 expands, you know, like I said, typically in a 65
12 degree wedge in the horizontal direction, and then
13 in the vertical direction it's a lot narrower than
14 that.

15 MR. NICHOLS: Okay. And again, just to
16 sort of bring this back, that beam can be oriented
17 to the optimal azimuth, correct?

18 THE WITNESS (Cheiban): Yes.

19 MR. NICHOLS: Meaning whether it's
20 going to point north-south, east-west or any point
21 in between, correct?

22 THE WITNESS (Cheiban): That is
23 correct.

24 MR. NICHOLS: And then it can also be
25 tilted to go within a certain range closer to or

1 farther from the pole itself?

2 THE WITNESS (Cheiban): That is
3 correct.

4 MR. NICHOLS: Okay. That's all the
5 questions I have for Cellco. Thank you very much.

6 MR. MORISSETTE: Thank you, Attorney
7 Nichols. We will now continue with the appearance
8 of New Cingular Wireless PCS, LLC, AT&T. Will
9 AT&T present their witness panel for the purpose
10 of taking the oath, and Attorney Bachman will
11 administer the oath.

12 MS. MOTEL: Thank you, Mr. Morissette.
13 AT&T offers the following witnesses: Mark
14 Roberts, QC Development, site acquisition
15 consultant for AT&T, and Martin Lavin, RF
16 engineer, on behalf of AT&T from C Squared
17 Systems.

18 MR. MORISSETTE: Thank you, Attorney
19 Motel. Attorney Bachman.

20 MS. BACHMAN: Thank you, Mr.
21 Morissette. Could the witnesses please raise
22 their right hand.

23 M A R K R O B E R T S,

24 M A R T I N L A V I N,

25 called as witnesses, being first duly sworn

1 (remotely) by Attorney Bachman, testified on
2 their oath as follows:

3 MS. BACHMAN: Thank you.

4 MR. MORISSETTE: Thank you, Attorney
5 Bachman.

6 Attorney Motel, please begin by
7 verifying the exhibits by the appropriate sworn
8 witnesses.

9 DIRECT EXAMINATION

10 MS. MOTEL: The applicant's exhibits
11 include those identified in the hearing program
12 under Roman Numeral IV, Item B, Numbers 1 through
13 5. I'll ask my witnesses a series of questions
14 and ask them to answer each question and identify
15 themselves for the record.

16 Did you prepare or assist in the
17 preparation of the exhibits identified?

18 THE WITNESS (Lavin): Martin Lavin.
19 Yes.

20 THE WITNESS (M. Roberts): Mark
21 Roberts. Yes.

22 MS. MOTEL: Do you have any updates or
23 corrections to the identified exhibits?

24 THE WITNESS (Lavin): Martin Lavin.
25 No.

1 THE WITNESS (M. Roberts): Mark
2 Roberts. No.

3 MS. MOTEL: Is the information
4 contained in the exhibits true and accurate to the
5 best of your belief?

6 THE WITNESS (Lavin): Martin Lavin.
7 Yes.

8 THE WITNESS (M. Roberts): Mark
9 Roberts. Yes.

10 MS. MOTEL: And do you adopt these
11 exhibits as your testimony?

12 THE WITNESS (Lavin): Martin Lavin.
13 Yes.

14 THE WITNESS (M. Roberts): Mark
15 Roberts. Yes.

16 MS. MOTEL: Thank you. We ask that the
17 Council accept the applicant's exhibits.

18 MR. MORISSETTE: Thank you, Attorney
19 Motel. Does any party object to the admission of
20 AT&T's exhibits?

21 Attorney Ball.

22 MR. BALL: No objections.

23 MR. MORISSETTE: Thank you, Attorney
24 Ball.

25 Attorney Baldwin?

1 MR. BALDWIN: No objection, Mr.
2 Morissette.

3 MR. MORISSETTE: Thank you, Attorney
4 Baldwin.

5 Attorney Nichols?

6 MR. NICHOLS: No objection. Thank you.

7 MR. MORISSETTE: Thank you. The
8 exhibits are hereby admitted.

9 (New Cingular Wireless PCS, LLC (AT&T)
10 Exhibits IV-B-1 through IV-B-5: Received in
11 evidence - described in index.)

12 MR. MORISSETTE: We will now begin with
13 cross-examination of AT&T by the Council starting
14 with Mr. Nwankwo and followed by Mr. Edelson.

15 Mr. Nwankwo.

16 CROSS-EXAMINATION

17 MR. NWANKWO: Thank you, Mr.
18 Morissette. What is the height of the AT&T
19 antennas on the existing facility located at 1052
20 Boston Post Road?

21 THE WITNESS (Lavin): I'm just
22 verifying that.

23 MS. MOTEL: We're just verifying that.

24 MR. NWANKWO: Okay. Maybe I'll move on
25 to the next question. Maybe we can get that in a

1 little bit.

2 MS. MOTEL: Sure.

3 MR. NWANKWO: Okay. Thank you. In
4 reviewing the coverage plots provided in response
5 to Question 12 of the Council interrogatories, Set
6 One, would coverage from the proposed facility be
7 similar to the coverage from the existing facility
8 at 1052 Boston Post Road?

9 THE WITNESS (Lavin): I believe we get
10 some more coverage out of it. Martin Lavin
11 speaking.

12 MR. NWANKWO: Thank you. Will the
13 series of small cell deployments on existing
14 utility poles be a viable solution to provide
15 coverage to the proposed service area?

16 THE WITNESS (Lavin): This is Martin
17 Lavin. As Mr. Cheiban stated, we're in the same
18 boat. It really isn't a practical solution for
19 us. In addition to the issues he mentioned, we've
20 got I-95 running through this area, we're doing a
21 mile or a little more of coverage. For people on
22 the highway going by, I know the posted limit is
23 55, but many folks go considerably faster than
24 that. They probably would pass through the
25 coverage of half a dozen or more small cells

1 leaving about 8 seconds or less to recognize they
2 need to be handed off, be handed off, get some
3 service, recognize the need to be handed off
4 again, be handed off, and this process repeat for
5 everyone, and AT&T going through that area. It's
6 very difficult to do that in a high mobility case.
7 Those small cells tend to lose customers, and it
8 also raises our switching overhead dramatically as
9 the switch tries to figure out that people are
10 having problems or losing coverage and where they
11 should go in getting them there a couple times per
12 minute per user.

13 MR. NWANKWO: Thank you. In a scenario
14 where this is possible, how will this impact
15 AT&T's FirstNet services for emergency responders?

16 THE WITNESS (Lavin): In terms of the
17 small cells?

18 MR. NWANKWO: Yes.

19 THE WITNESS (Lavin): Small cells are
20 capable of providing that service. It isn't that
21 they don't provide it. The main problem is it's
22 going -- if it's needed in an emergency such as a
23 storm, hurricane, or things of that nature,
24 there's no power backup. So the moment commercial
25 power is lost, all the coverage from all those

1 sites is lost.

2 MR. NWANKWO: Okay. In a scenario
3 where the emergency responders need this service,
4 does it impact the service to the community, the
5 local community within that area?

6 THE WITNESS (Lavin): Outside of the --
7 in a normal situation, the two coexist side by
8 side and nobody is, you know, we're operating with
9 enough capacity, there's no problem. In an
10 emergency situation, FirstNet can turn over band
11 14, one of the two 700 megahertz carriers
12 exclusively to public safety, and in terms of
13 public safety they would have half of AT&T's
14 network capacity at 700 megahertz devoted to them.
15 So I think they would have more than enough that
16 they would be getting absolutely excellent service
17 at that point.

18 MR. NWANKWO: Will AT&T be able to
19 achieve its coverage objectives with a combination
20 of a shorter tower and some small cells or a
21 rooftop and some small cells?

22 THE WITNESS (Lavin): When we lose
23 coverage from this tower, we kind of lose it all
24 over. There isn't really a, as Mr. Cheiban said,
25 there aren't that many tall rooftops, and there

1 isn't anything I think that would substitute for
2 what we'd lose all around the coverage area for a
3 lower height.

4 MR. NWANKWO: With reference to the
5 alternate location within the host parcel proposed
6 by Arx in its supplemental testimony dated July
7 20, '21, AT&T's antenna height remained the same
8 at the alternate facility location?

9 THE WITNESS (Lavin): Yes, it will.

10 MR. NWANKWO: How does this new
11 location impact AT&T's coverage objectives?

12 THE WITNESS (Lavin): This is Martin
13 Lavin. There's no material impact to it at all.
14 It would be virtually identical.

15 MR. NWANKWO: Okay. And the RF
16 emissions will be the same?

17 THE WITNESS (Lavin): Exactly the same,
18 yes.

19 MR. NWANKWO: What impact would a
20 monopine design have on AT&T's installation?

21 THE WITNESS (Lavin): Strictly from an
22 RF standpoint, there would be no impact really.

23 MR. NWANKWO: And will the tower
24 facility at Kings Highway Cemetery, 271 Cherry
25 Street, be a viable alternative?

1 THE WITNESS (Lavin): I don't know if
2 we've evaluated it. It's at least a third of a
3 mile away from what I could see in Google Earth,
4 and I don't think it's going to be viable to reach
5 the area we need.

6 MR. NWANKWO: Okay. Would that be also
7 applicable to 230 Cherry Street?

8 THE WITNESS (Lavin): I only looked at
9 the one. I'm guessing they're close enough
10 together that the same probably applies to that
11 one.

12 MR. NWANKWO: Okay. Thank you. That
13 will be all my questions, Mr. Morissette. Thank
14 you.

15 THE WITNESS (Lavin): The height of the
16 existing tower, the existing antennas are 58 feet
17 above ground level.

18 MR. NWANKWO: Okay. I have just one
19 more question. My apologies for that.

20 MR. MORISSETTE: Go right ahead.

21 MR. NWANKWO: With reference to Council
22 Interrogatory Question 8 and Question 18, what is
23 the reason for the increased height?

24 THE WITNESS (Lavin): Offhand it's
25 going to be a combination of either loss of ground

1 elevation or distance from the coverage objective.

2 MR. NWANKWO: Sorry. What was the last
3 part?

4 THE WITNESS (Lavin): Or difference
5 from the coverage objective.

6 MR. NWANKWO: So the shift in the tower
7 creates that distance?

8 THE WITNESS (Lavin): Yes.

9 MR. NWANKWO: Okay. That's all I have
10 for now. Thank you.

11 MR. MORISSETTE: Thank you, Mr.
12 Nwankwo. We'll now continue with
13 cross-examination by Mr. Edelson followed by Mr.
14 Silvestri.

15 Mr. Edelson.

16 MR. EDELSON: Thank you, Mr.
17 Morissette. So I guess the first question for
18 Mr. Lavin. We have two proposals from Arx, two
19 different locations, the difference being
20 approximately 100 feet. From your perspective,
21 are there any differences here from the standpoint
22 of radio frequency coverage and capacity that we
23 should be aware of in looking at the two?

24 THE WITNESS (Lavin): Practically none,
25 virtually nothing that would impact service at

1 all.

2 MR. EDELSON: That's based on your
3 experience or is that based on actually modeling
4 the two locations?

5 THE WITNESS (Lavin): I ran the other
6 location when they sent it to us, and I couldn't
7 tell the difference between the two.

8 MR. EDELSON: Okay.

9 THE WITNESS (Lavin): Experience says
10 the same thing too.

11 MR. EDELSON: Okay. And then I think
12 for Mr. Roberts a question that I asked before
13 just in terms of AT&T's experience working with
14 DOT. Have you ever approached DOT here in
15 Connecticut with the prospect of using land that
16 they are responsible for?

17 THE WITNESS (M. Roberts): I have not
18 personally, no, and I'm not familiar with the
19 experience. I'd be surprised if it was
20 significantly different to Verizon's experience.
21 Usually with agencies like that it's one size fits
22 all for the commercial carriers.

23 MR. EDELSON: So I think I'm a little
24 confused on the process that took place here.
25 Obviously, we all were moving in the direction

1 that the current tower on top of Howard Johnson
2 would initially have a temporary tower, that there
3 would be a replacement, a permanent replacement
4 after some new construction that might happen. At
5 what point did AT&T decide that they wanted to, if
6 I understand correctly, reach out to a third-party
7 for tower construction, particularly Arx?

8 THE WITNESS (M. Roberts): Well, the
9 point in time was probably March of 2020, maybe
10 April. But just to correct you on the direction
11 of communication, it was similar to Verizon. It
12 was Arx that approached AT&T and asked if that
13 location would potentially work for us. And
14 obviously it does which is why we're here
15 supporting it.

16 MR. EDELSON: Okay. So prior to that
17 you had not been evaluating alternative sites
18 yourself, you were either waiting to hear what
19 might transpire at the current site?

20 THE WITNESS (M. Roberts): We had
21 looked at some other sites. We've got quite a
22 history with that existing site. We've been there
23 since 1998, but our lease may be slightly
24 different from Verizon's. It does have a clause
25 where the owner can terminate for redevelopment

1 purpose with 12 months notice. So we had actually
2 been given a termination notice in 2012. And then
3 more recently again in 2017 in the interim it was
4 rescinded. So I became involved in 2017. We did
5 look around at alternatives, but again, with a
6 view to a 12 month window, our focus was very much
7 on triage, finding something quick. And we worked
8 with them for a short while, but ultimately their
9 development plans didn't come to fruition. And
10 like I said, this tower presented itself and works
11 well for our needs.

12 MR. EDELSON: And just to be clear,
13 other than Arx, no other tower developer or
14 landowner has come to you to discuss the
15 possibility of constructing a tower or leasing
16 land to you?

17 THE WITNESS (M. Roberts): No, that is
18 correct.

19 MR. EDELSON: Mr. Morissette, I think
20 that's all the questions I have at this point.
21 Thank you.

22 MR. MORISSETTE: Thank you, Mr.
23 Edelson. I think at this point we're going to
24 take a 15 minute break. We will return at 3:43,
25 and we will continue cross-examination by Mr.

1 Silvestri. Thank you. That will be 3:43.

2 (Whereupon, a recess was taken from
3 3:27 p.m. until 3:43 p.m.)

4 MR. MORISSETTE: Okay. We will
5 continue with cross-examination of AT&T by Mr.
6 Silvestri followed by Mr. Hannon.

7 Mr. Silvestri.

8 MR. SILVESTRI: Thank you, Mr.
9 Morissette. I'd like to look at the responses of
10 New Cingular Wireless to Connecticut Siting
11 Council prehearing Interrogatory Set Two. In
12 particular, Question Number 27 posed, "Would a
13 facility located in the southerly parking lot of
14 the Connecticut Post Mall at 1201 Boston Post Road
15 be a viable alternative to the proposed facility
16 at 1063 Boston Post Road?" And the response that
17 came back in a short version is it's not a viable
18 alternative to the facility proposed in the
19 docket.

20 Now, that was at 100 feet. Now,
21 Verizon earlier when I posed the question came
22 back with their response to interrogatories and
23 said that at that mall site at a height of 130
24 feet they could obtain significant coverage. So
25 the question I have for AT&T is, why would Cellco

1 respond that they could do it at 130 but AT&T
2 seems that it would be not a viable alternative?

3 THE WITNESS (Lavin): This is Martin
4 Lavin. Not a viable alternative at the same
5 centerline we had at the other location. We had
6 not analyzed height or centerlines partially
7 because it looks like it creates a lot of
8 redundant coverage over the rest of the system
9 swapping out one of our current sites, but we can
10 certainly look at what gets us the rest of that
11 area to the southwest.

12 MR. SILVESTRI: Again, I'm going back
13 to the other carrier that says, you know, 130
14 poses a little bit of a challenge, they'd have to
15 tweak some things here and there, but overall the
16 response was, yes, it could work. So the similar
17 question that I'd ask, in the response to Question
18 Number 28, which talks about the Schick site
19 again, Verizon came back and basically said that
20 at 110 feet they could get the coverage that
21 they're looking for. I think AT&T looked at some
22 lower elevation, but again, same type of question,
23 would a theoretical cell at the Schick site at 110
24 feet work for AT&T?

25 THE WITNESS (Lavin): We can certainly

1 look at that. I don't know offhand exactly what
2 the coverage gain would be. So the question, it
3 was on the Schick-Wilkinson billboard, so we got
4 the best height we could for the billboard as it
5 sits and for putting the antennas on top of there.

6 MR. SILVESTRI: Then one that did not
7 seem to be posed looks at 1212 Boston Post Road,
8 which is the Old Navy site, again, Verizon came
9 back and said, yes, an antenna at the height of
10 120 feet above ground level would be sufficient
11 for coverage. Any comments by AT&T about a
12 theoretical tower at 1212 Boston Post Road at,
13 say, 120 feet?

14 THE WITNESS (Lavin): It may, and we
15 can certainly run that analysis. The question was
16 just posed for the building itself, I believe.

17 MR. SILVESTRI: Okay. And again, I'm
18 trying to weigh the different carriers here. And
19 when we go back to Arx, I do have follow-up
20 questions for them too. But let me pose one other
21 one that I do have for AT&T. This goes back to
22 the interrogatory response to number 26, and this
23 references 160 Wampus Lane. As stated in the
24 response to number 26, the tower at 160 Wampus
25 Lane is a primary candidate for another AT&T

1 search ring.

2 A question I have for you, would
3 location of AT&T at 160 Wampus Lane, combined with
4 possibly a facility at the Schick property or one
5 of the other ones that I mentioned, either Old
6 Navy or the mall, would that provide coverage to
7 significant areas to the southwest?

8 THE WITNESS (Lavin): We can look at
9 that, but Wampus Lane is to the south. We're
10 looking at, the troubles we had with the mall and
11 with Schick were to the southwest of the proposed
12 site. I don't know how much chance there is we
13 can figure it out of Wampus Lane working together
14 with those two to fill in.

15 MR. SILVESTRI: All right. Thank you.
16 And last question I have for you, theoretically if
17 there was a cell back at the current hotel site at
18 1052, would coverage be sufficient at an antenna
19 height of anywhere from 80 to 100 feet above
20 ground level?

21 THE WITNESS (Lavin): I believe we
22 stated at 100 feet is acceptable to us, yes.

23 MR. SILVESTRI: 100 feet, okay. Thank
24 you.

25 Mr. Morissette, that's all the

1 questions I have right now. Thank you.

2 MR. MORISSETTE: Thank you, Mr.
3 Silvestri. We will now continue with
4 cross-examination by Mr. Hannon followed by Mr.
5 Nguyen.

6 Mr. Hannon.

7 MR. HANNON: Mr. Morissette, I do not
8 have any questions that have not already been
9 asked. Thank you.

10 MR. MORISSETTE: Thank you, Mr. Hannon.
11 We'll now continue with cross-examination by Mr.
12 Nguyen.

13 Mr. Nguyen.

14 MR. NGUYEN: Thank you. Just a couple
15 questions similar to what I asked Verizon earlier.
16 Are there any AT&T small cell applications that
17 were approved by PURA but not yet constructed?

18 THE WITNESS (Lavin): Martin Lavin.
19 There are, most likely, yes. I don't have
20 personal knowledge of them, but I believe there
21 have been, yes.

22 MR. NGUYEN: So there are some, just
23 that you personally don't have any information
24 about them, is that what you're saying?

25 THE WITNESS (Lavin): Yeah, at

1 locations or know if they're in this area.

2 MR. NGUYEN: To the extent that if you
3 know that they were not constructed, do you have
4 any idea what was the reason for the delay?

5 THE WITNESS (Lavin): I don't know, no.

6 MR. NGUYEN: And I suppose that you
7 never appeared before PURA?

8 THE WITNESS (Lavin): Martin Lavin.
9 No, I have not.

10 MR. NGUYEN: Does anyone in the panel
11 have appeared before PURA?

12 THE WITNESS (M. Roberts): I have not,
13 no.

14 MR. NGUYEN: Okay. That's all I have,
15 Mr. Morissette. Thank you.

16 MR. MORISSETTE: Thank you, Mr. Nguyen.
17 I have a question and it relates to
18 other developers. I know that questions have been
19 asked by other Council members, but I'm going to
20 ask it again to make sure we're clear. Have you
21 been approached or have you approached any other
22 developers for towers in the area?

23 THE WITNESS (M. Roberts): No, I have
24 not.

25 MR. MORISSETTE: So you have not

1 approached and nobody has approached you?

2 THE WITNESS (M. Roberts): Correct.

3 MR. MORISSETTE: Okay. Thank you.

4 That's all the questions I have. Thank you. We
5 will now continue with cross-examination of AT&T
6 by the applicants, Attorney Ball.

7 MR. BALL: Thank you, Mr. Morissette.
8 We have no questions for the panel.

9 MR. MORISSETTE: Thank you, Attorney
10 Ball. We will continue with cross-examination of
11 AT&T by Verizon Wireless, Attorney Baldwin.

12 MR. BALDWIN: No questions, Mr.
13 Morissette. Thank you.

14 MR. MORISSETTE: Thank you. We will
15 continue with cross-examination of AT&T by the
16 City of Milford, Attorney Nichols.

17 MR. NICHOLS: Thank you, Mr.
18 Morissette. Before I commence, I'm hopeful that
19 the AT&T witnesses have attachments 1 and 2 to
20 their responses to the Council's second set of
21 interrogatories in color because I know that when
22 I printed them out the grayscale doesn't actually
23 allow one to see the differences between different
24 things depicted. Am I optimistic to think that
25 you have color copies of attachments 1 and 2 here

1 today?

2 MS. MOTEL: Yes, we do. Thank you,
3 Attorney Nichols.

4 MR. NICHOLS: Thank you. Picking up
5 quickly on what Mr. Morissette was just asking, I
6 wanted to just be clear. With respect to the
7 answer that no conversations have been had with
8 other developers for that general area, is that
9 true for all of New Cingular or just for the
10 witness?

11 THE WITNESS (M. Roberts): Yeah, I
12 mean, I can only speak for myself. I'm assuming
13 we're excluding our existing landlord. Obviously,
14 we've been in conversations with them. They had
15 indicated, as Verizon testified, that they had
16 thoughts about allowing a tower on their property,
17 but outside of that, no tower developers have
18 approached us.

19 MR. NICHOLS: And when you mentioned
20 your existing landlord, do you mean for the site
21 at 1052 Boston Post Road, correct?

22 THE WITNESS (M. Roberts): Correct,
23 Turnpike Lodge.

24 MR. NICHOLS: And am I correct then
25 that someone else at New Cingular or AT&T might

1 have spoken with another developer regarding the
2 general area, but you don't know that as you sit
3 here today, correct?

4 THE WITNESS (M. Roberts): Right. I'm
5 90 percent confident. I'm sure I would know about
6 it if it had happened. I've been exclusively
7 working this area for AT&T for the last three
8 years.

9 MR. NICHOLS: Okay. So you are the
10 person who would know if that conversation had
11 happened?

12 THE WITNESS (M. Roberts): Right.

13 MR. NICHOLS: Okay. Thank you. I'm
14 going to ask a few questions that are going to
15 require us to flip between responses to the city's
16 most recent set of interrogatories and some prior
17 interrogatories by the Council. And I apologize
18 for that, but I'm just trying to follow the thread
19 as it was presented. And so my first question is
20 going to be with respect to city interrogatory 9A.
21 And the question was whether AT&T's coverage
22 objectives could be met by placement of a tower at
23 the current hotel site, 1052 Boston Post Road.

24 And the response I see to the city's 9A
25 is see AT&T's responses to Question 8 and Question

1 18 of the Siting Council's interrogatories. So
2 now I think we're all going to have to flip, if
3 you can flip with me. The response to Question 8
4 of the Council's interrogatory says that a tower
5 at the hotel site could work with a centerline AGL
6 of 94 feet, am I correct?

7 THE WITNESS (Lavin): Yes. I stated
8 100 now, but 94 was our actual answer, yes.

9 MR. NICHOLS: Okay. But if I flip then
10 to the response to Question 18, there are two
11 questions about the existing building or proposed
12 building at 1052 Boston Post Road, and it says
13 that 100 feet AGL would be needed. Do you see
14 where I'm looking there?

15 THE WITNESS (Lavin): Yes, our response
16 to Q8 specifies an exact location. Q18 is more of
17 a general response. Approximately 100 feet
18 pending where the tower would actually be placed.

19 MR. NICHOLS: Am I correct that the
20 bottom line is, the current existing site would
21 work assuming that there could be some kind of
22 agreement with the landlord, correct?

23 THE WITNESS (Lavin): From an RF
24 standpoint, yes.

25 MR. NICHOLS: Thank you. I'm afraid

1 we're going to have to do the same sort of jump
2 with the next one I want to look at, which is the
3 response to city's 9C. In that one, the response,
4 AT&T referred to its response to Question 8 of the
5 Siting Council's interrogatories. And now I'm
6 flipping there. And the response to the Siting
7 Council Interrogatory 8, AT&T seems to be saying
8 about 1212 Boston Post Road that the building is
9 too low but that it has not looked at whether a
10 tower would work at that property; am I correct?

11 THE WITNESS (Lavin): There has been
12 analysis done. We don't have the specific
13 location acceptable to the landlord. So there's
14 some terrain variation there, and that would
15 affect the height we would need.

16 MR. NICHOLS: So has there been a
17 discussion with the landlord at 1212, the Old Navy
18 site?

19 THE WITNESS (Lavin): No coordinates
20 have been presented to me. I don't know if
21 there's been a conversation or not.

22 THE WITNESS (M. Roberts): No, there's
23 been no communication with the Old Navy site.

24 MR. NICHOLS: Okay. And so the
25 response from AT&T more or less is we don't know;

1 am I correct?

2 THE WITNESS (Lavin): We don't have
3 enough information to know.

4 MR. NICHOLS: Doing the same exercise
5 then for the mall site, which is response 9B to
6 the city's interrogatory, that response refers us
7 to the responses to Question 8 and 18 and 27 of
8 the Siting Council's interrogatories. So if I go
9 to the response to Question 8 of the Council's
10 interrogatories regarding the mall property at
11 1201, again, the response here is we haven't run
12 anything because we would need coordinates,
13 correct?

14 THE WITNESS (Lavin): Yes.

15 MR. NICHOLS: Am I correct that that's
16 not responsive to the city's question which was
17 can the coverage objectives be met by placement of
18 a tower at the site?

19 THE WITNESS (Lavin): I don't think so
20 at all. We need a specific location. As the
21 response says, the property is two-thirds of a
22 mile long and a third of a mile wide, and it's got
23 significantly varying terrain. Without a location
24 on there, given all the uses on the property,
25 there's no point in analyzing a location when the

1 response may not apply to anything the landlord
2 would allow us to build.

3 MR. NICHOLS: So if you could turn with
4 me now, again, I'd request that you turn to the
5 color copy of attachment 1 to AT&T's responses to
6 the Council's second set.

7 THE WITNESS (Lavin): Yes.

8 MR. NICHOLS: And here I see three
9 colors in the coverage key. Orange indicates
10 existing coverage, yellow indicates proposed
11 coverage, and the hash marked area indicates
12 alternate coverage, correct?

13 THE WITNESS (Lavin): Yes.

14 MR. NICHOLS: My first question is, I
15 see a star there that says "mall." Do you know
16 the coordinates of that star on the map?

17 THE WITNESS (Lavin): Offhand, I don't
18 have them. They are a sign on an island in that
19 area of the parking lot.

20 MR. NICHOLS: What about if you look in
21 the upper right-hand corner of attachment 1, does
22 that indicate the latitude and longitude of the
23 blue star?

24 THE WITNESS (Lavin): No, that
25 indicates the, as it does on all the plots, the

1 location of the proposed site labeled as CT2327,
2 1063 Boston Post Road.

3 MR. NICHOLS: Thank you. So as you
4 look at this attachment 1, it's impossible to know
5 what the latitude and longitude was of the center
6 of the hash marked coverage area, correct? Do you
7 understand the question because I'm not sure if
8 it's clear?

9 THE WITNESS (Lavin): Yes, I can
10 certainly get those coordinates or we'll look and
11 see them on Google Earth. There was no
12 specification given exactly where, and as the
13 response states, the analysis is speculative, it's
14 not based on a specific location because we
15 weren't given one.

16 MR. NICHOLS: Okay. So can you explain
17 to me why in response to the Council's Question
18 Number 8, AT&T said we can't say, we would need
19 coordinates, but in response to question, I
20 believe it was 27, AT&T used some coordinates that
21 it hasn't disclosed. Is there a reason for the
22 distinction?

23 THE WITNESS (Lavin): The reason is
24 there was some indication in the question that it
25 was in the southerly parking lot. That's the

1 southerly parking lot. And that looks like a
2 possible location where one would be. We didn't
3 have any such information for the other location.
4 And we can certainly provide the coordinates of
5 the star on that map.

6 MR. NICHOLS: So there certainly are
7 coordinates that were used to generate the
8 coverage map in attachment 1, correct?

9 THE WITNESS (Lavin): That is correct.

10 MR. NICHOLS: Okay. Were there also
11 particular azimuths used with respect to the hash
12 marked coverage indicated on attachment 1?

13 THE WITNESS (Lavin): Yes, there were.

14 MR. NICHOLS: Do those appear on
15 attachment 1?

16 THE WITNESS (Lavin): No, they do not.

17 MR. NICHOLS: Is there a reason that
18 they don't appear there?

19 THE WITNESS (Lavin): I tried some
20 different configurations. It didn't make much
21 difference. It pretty much came out the same.
22 But that configuration can be provided, if you
23 wish.

24 MR. NICHOLS: So Mr. Lavin, did I
25 pronounce that correctly, is it "Lavin"?

1 THE WITNESS (Lavin): It's Lavin.

2 MR. NICHOLS: Lavin. I apologize.
3 Thank you. Mr. Lavin, you said then you ran
4 several different scenarios with this --

5 THE WITNESS (Lavin): Yes.

6 MR. NICHOLS: -- particular blue star
7 on attachment 1?

8 THE WITNESS (Lavin): Yes.

9 MR. NICHOLS: And those scenarios
10 looked at different azimuths; is that correct?

11 THE WITNESS (Lavin): That's correct.

12 MR. NICHOLS: And what height AGL was
13 used for creating the hash marked proposed
14 coverage area?

15 THE WITNESS (Lavin): None was
16 specified. I used 100 feet.

17 MR. NICHOLS: 100 feet. If the height
18 were altered, would that affect the hash marked
19 area?

20 THE WITNESS (Lavin): Yes, it would
21 grow probably in all directions, including the
22 ones where it's redundant.

23 MR. NICHOLS: Okay. And when you are
24 referring to redundant coverage, you mean the area
25 towards the northeast, correct?

1 THE WITNESS (Lavin): Where the hashing
2 is underlaid with orange, yes.

3 MR. NICHOLS: As you sit here today,
4 can you knowledgeably testify about any azimuth
5 orientation towards the southwest area where I see
6 yellow with no hash mark?

7 THE WITNESS (Lavin): I turned the
8 azimuth to have a sector face that way, and very
9 little was gained, and at the expense of losing
10 some coverage in other places.

11 MR. NICHOLS: What is the difference
12 with respect to topography in the height of the
13 ground between the proposed site at 1063 and the
14 mall site that you used for the coverage that we
15 see in attachment 1?

16 THE WITNESS (Lavin): I don't know
17 offhand, but we can get that to you.

18 MR. NICHOLS: And again with the Schick
19 question that the city had asked which was 9D,
20 AT&T's response was to refer us to Question 8, or
21 to AT&T response to Question 8 and Question 28 of
22 the Council's interrogatories. Looking at the
23 response to Question 8 for the Schick site at 10
24 Leighton Street, I see again the answer is
25 coordinates for a specific tower site location are

1 required for analysis. Was that the answer?

2 THE WITNESS (Lavin): For the Schick
3 property, yes.

4 MR. NICHOLS: At 10 Leighton Street,
5 correct? Am I correct that attachment 2 to AT&T's
6 response to the Council's second set shows
7 proposed coverage for a tower at the Schick site?

8 THE WITNESS (Lavin): Yes, it does, on
9 the Schick billboard.

10 MR. NICHOLS: In that case, again, not
11 to belabor the point, but there would have been
12 specific coordinates for that blue star, correct?

13 THE WITNESS (Lavin): Yes, but that's
14 clearly visible on Google Earth, so we can provide
15 those. There's nothing speculative about where
16 the billboard is.

17 MR. NICHOLS: And again, the proposed
18 coverage map that we see in attachment 2 will have
19 had specific azimuths for the antennas, correct?

20 THE WITNESS (Lavin): That is correct.

21 MR. NICHOLS: And those can be provided
22 as well?

23 THE WITNESS (Lavin): Yes, they can.

24 MR. NICHOLS: And did AT&T use the top
25 of the billboard height for this depiction in

1 attachment 2?

2 THE WITNESS (Lavin): Yes, it did --

3 MR. NICHOLS: Apologies. What height
4 was that?

5 THE WITNESS (Lavin): 45 feet AGL.

6 MR. NICHOLS: And if the height of a
7 tower at that spot were higher, would that improve
8 the potential coverage to the southwest?

9 THE WITNESS (Lavin): It could
10 potentially. I haven't run it at a higher height
11 because that's the billboard height. We could
12 investigate a tower there separately.

13 MR. NICHOLS: Earlier you were
14 referencing or someone was referencing a search
15 ring that AT&T is looking at with respect to the
16 Wampus Lane site. I can't remember which witness
17 responded to that.

18 THE WITNESS (Lavin): I don't remember
19 either.

20 MR. NICHOLS: But I think the response
21 was that it has its own search ring. Does that
22 mean that AT&T is looking at that site for another
23 tower?

24 THE WITNESS (Lavin): They're looking
25 to locate at both of these locations, yes.

1 MR. NICHOLS: Do you know where on
2 Wampus Lane that would be on either attachment 1
3 or attachment 2? Let me ask this just to make the
4 record clear. Do you see that Wampus Lane is
5 listed in the yellow portion of both attachment 1
6 and attachment 2 of AT&T's response to the
7 Council's second set?

8 THE WITNESS (Lavin): Yes, it is.

9 MR. NICHOLS: And is -- apologies. Go
10 ahead.

11 THE WITNESS (Lavin): Okay. The Wampus
12 Lane tower, the existing tower is located south of
13 the proposed site on Wampus Lane.

14 MR. NICHOLS: South of the proposed
15 site?

16 THE WITNESS (Lavin): Yes, on Wampus
17 Lane.

18 MR. NICHOLS: Okay.

19 THE WITNESS (Lavin): The Wampus Lane
20 tower is on Wampus Lane south of the proposed site
21 for this particular docket.

22 MR. NICHOLS: I thought the testimony
23 earlier today was that a tower at Wampus Lane
24 would have no impact on whether there would be
25 coverage in the yellow area, was that the

1 testimony or did I misunderstand it?

2 THE WITNESS (Lavin): I certainly
3 didn't testify to that, no.

4 MR. NICHOLS: So, if there were a tower
5 sited at Wampus Lane there, it can be fairly
6 presumed that there would be some coverage to the
7 north of Wampus Lane which is to the south of the
8 proposed site and to the southwest of the mall,
9 correct?

10 THE WITNESS (Lavin): I kind of lost
11 you partway through there on the question.

12 MR. NICHOLS: Sure. To put it simply,
13 I'm wondering if a tower at Wampus Lane would
14 solve what AT&T is posing as a problem there with
15 the yellow area in which it says it wouldn't have
16 coverage unless it had a tower at 1063 Boston Post
17 Road.

18 THE WITNESS (Lavin): I haven't
19 analyzed that myself. I don't know if it would or
20 wouldn't. I don't know what the -- AT&T'S RF
21 department has expressed that they want to be on
22 both.

23 MR. NICHOLS: Typically there is some
24 coverage all the way around any tower, correct?

25 THE WITNESS (Lavin): To some extent --

1 MS. MOTEL: Mr. Morissette, if we could
2 request to just go off the record for one minute
3 to review a response?

4 MR. MORISSETTE: Certainly. Go right
5 ahead.

6 MS. MOTEL: Thank you. Thank you.

7 (Whereupon, a brief recess was taken.)

8 MS. MOTEL: Thank you, Mr. Morissette.
9 We're back.

10 THE WITNESS (Lavin): To clarify, it
11 seems that we're talking in terms of if there were
12 a tower at Wampus, 160 Wampus Lane. There is a
13 tower for sure at 160 Wampus Lane. And we're
14 looking to locate on the proposed site and the
15 site on Wampus Lane to fill areas, in the case of
16 Wampus Lane, that the proposed site will not
17 reach. It is an existing tower though, and we're
18 looking to co-locate.

19 MR. NICHOLS: Is AT&T located on the
20 160 Wampus Lane tower currently?

21 THE WITNESS (Lavin): No, they are not.

22 MR. NICHOLS: Do you know which
23 carriers are?

24 THE WITNESS (Lavin): I do not.

25 MR. NICHOLS: Thank you to the

1 witnesses and thank you, Mr. Morissette. That's
2 all that the city has for now.

3 MR. MORISSETTE: Thank you, Mr. Nichols
4 -- or Attorney Nichols.

5 We'll now continue with the appearance
6 by the City of Milford. Will the City of Milford
7 present their witness panel for purposes of taking
8 the oath, and Attorney Bachman will administer the
9 oath. Attorney Nichols, please begin by
10 identifying --

11 MR. NICHOLS: Thank you, Mr.
12 Morissette.

13 MR. MORISSETTE: -- the exhibits you
14 have filed in this matter and verify the exhibits.
15 Please continue.

16 MR. NICHOLS: Thank you, Mr.
17 Morissette. The city has not put any witnesses
18 forward. And all of the exhibits that the city
19 wishes to use have been authenticated by the
20 witnesses for the other parties and intervenors.
21 So there is no need at present to authenticate any
22 additional documents and nor do we have someone
23 present to do that.

24 MR. MORISSETTE: Thank you, Attorney
25 Nichols.

1 Attorney Bachman, procedurally how
2 should we continue?

3 MS. BACHMAN: Thank you, Mr.
4 Morissette. I think we should continue inquiring
5 of the other parties and intervenors if they have
6 any objection to the two exhibits listing under
7 the City of Milford's case under the hearing
8 program, section Roman Numeral V-B-1 and 2, City
9 of Milford's notice of intent to be a party, dated
10 April 28, 2021; and number 2, the City of
11 Milford's memorandum regarding location
12 preferences and siting criteria with attachments,
13 dated April 28, 2021. And I believe Attorney Ball
14 would be the first to respond. Thank you, Mr.
15 Morissette.

16 MR. MORISSETTE: Thank you, Attorney
17 Bachman.

18 Attorney Ball, do you have any
19 objection to the exhibits outlined by Attorney
20 Bachman?

21 MR. BALL: Thank you, Mr. Morissette.
22 No, I have no objections to those two exhibits.

23 MR. MORISSETTE: Thank you, Attorney
24 Ball.

25 Attorney Baldwin?

1 MR. BALDWIN: Well, excuse me, I feel
2 odd even talking about it given that Attorney Ball
3 has not objected. I guess I'm just a bit of a
4 purist. If I remember correctly, if the location
5 preferences that are being talked about in the
6 memorandum relate to those in the Milford zoning
7 regulations, then I don't object because I think
8 the Milford zoning regulations are a part of the
9 docket already. But I think this statement goes
10 beyond that, in particular, and talks about
11 alternative locations and how those locations are
12 either consistent with or not consistent with.

13 So to the extent that we're only
14 talking about the location preferences, I do not
15 object, but I think there's information in this
16 writing that needs to be authenticated by
17 somebody. So to that, I think I have to object.

18 MR. MORISSETTE: Thank you, Attorney
19 Baldwin.

20 I'll now go to Attorney Motel and then
21 we'll come back to address Attorney Baldwin's
22 concerns, objection.

23 Attorney Motel.

24 MS. MOTEL: We have no objection at
25 this time.

1 MR. MORISSETTE: Thank you. Attorney
2 Bachman, how do we address Attorney Baldwin's
3 concerns? My instinct is to allow the information
4 in for what it's worth. Could you please provide
5 some guidance?

6 MS. BACHMAN: Thank you, Mr.
7 Morissette. Certainly in the application process
8 under General Statute Section 16-50gg, when we
9 receive an application we inquire of the host
10 municipality if they have any location
11 preferences. And if the municipality submits
12 location preferences without becoming a party or
13 an intervenor, they are basically municipal
14 comments. It doesn't necessarily mean that
15 they're outside the record. We do take
16 administrative notice of municipal comments, and
17 so they would be in the record.

18 Now, to address Attorney Baldwin's
19 concern, certainly we could treat them as
20 municipal comments as opposed to an exhibit
21 because there is no sponsoring witness who we
22 could cross-examine on the contents of the
23 location preferences.

24 MR. MORISSETTE: Very good. Thank you,
25 Attorney Bachman. We will allow the information

1 in as comments from the town, and we will admit
2 the entire piece of the two exhibits with
3 exclusion of that piece. So the exhibits are
4 hereby admitted, and the portion discussed will be
5 included as comments by the town. Thank you.

6 (City of Milford's Exhibit V-B-1:
7 Received in evidence -- described in index.)

8 MR. MORISSETTE: We'll now continue
9 with the appearance of the applicant, Arx Wireless
10 Infrastructure, LLC. We will continue with the
11 appearance of Arx Wireless Infrastructure to
12 verify the new exhibits that have been submitted
13 marked as Roman Numeral II, Items B-12, 13, 14 and
14 15.

15 Attorney Ball, please begin by
16 identifying the new exhibits you have filed in
17 this matter and verifying the exhibits by the
18 appropriate sworn witnesses.

19 MR. BALL: Thank you, Mr. Morissette.
20 And before I do, one bit of housekeeping. This
21 morning we submitted a second supplemental
22 response to the City of Milford's Interrogatory
23 Number 19 which provided updated email
24 correspondence between Arx and the representative
25 of Schick. So however you want to handle it, but

1 I would suggest that would be appropriate also to
2 be introduced as Exhibit 16.

3 MR. MORISSETTE: Yes, please, we'll
4 include that as Exhibit 16.

5 K E I T H C O P P I N S,
6 D O U G L A S R O B E R T S,
7 B R I A N G A U D E T,

8 having been previously duly sworn (remotely),
9 continued to testify on their oath as
10 follows:

11 DIRECT EXAMINATION

12 MR. BALL: Thank you. So with that, if
13 I may, I'll start with Mr. Coppins. And Mr.
14 Coppins, did you prepare, assist or supervise the
15 preparation of Exhibits 12, 13, 14, 15 and 16?

16 THE WITNESS (Coppins): Yes, I did.

17 MR. BALL: Do you have any revisions or
18 corrections to the exhibits?

19 THE WITNESS (Coppins): No, I don't.

20 MR. BALL: Mr. Coppins, Exhibit 14 is
21 your supplemental prefile testimony. Is it true
22 and accurate to the best of your knowledge?

23 THE WITNESS (Coppins): Yes, it is.

24 MR. BALL: Do you have any revisions or
25 corrections to it?

1 THE WITNESS (Coppins): No.

2 MR. BALL: And do you adopt that
3 testimony in Exhibit 14 as your testimony today?

4 THE WITNESS (Coppins): I do.

5 MR. BALL: And with respect to the
6 interrogatory responses to the Siting Council and
7 to the city, which are Exhibits 12, 13, 15 and now
8 16, are those responses true and accurate to the
9 best of your knowledge?

10 THE WITNESS (Coppins): Yes, they are.

11 MR. BALL: And do you have any
12 corrections or revisions to any of those
13 responses?

14 THE WITNESS (Coppins): No, I don't.

15 MR. BALL: Thank you. Mr. Roberts, I'm
16 going to run through the same questions with you,
17 if I could. Did you prepare, assist or supervise
18 the preparation of Exhibits 12, 13, 14, 15 and 16?

19 THE WITNESS (Roberts) Yes, I did.

20 MR. BALL: Do you have any revisions or
21 corrections to those exhibits?

22 THE WITNESS (Roberts): No, I do not.

23 MR. BALL: And with respect to the
24 supplemental prefiled testimony, which is Exhibit
25 14, is it true and accurate to the best of your

1 knowledge?

2 THE WITNESS (Roberts): Yes, it is.

3 MR. BALL: Do you have any corrections
4 or revisions to it?

5 THE WITNESS (Roberts): No, I do not.

6 MR. BALL: Do you adopt the testimony
7 in Exhibit 14 as your testimony today?

8 THE WITNESS (Roberts): I do.

9 MR. BALL: And Mr. Roberts, with
10 respect to the interrogatory responses to the
11 Connecticut Siting Council and the City of
12 Milford, which are Exhibits 12, 13, 15 and 16, are
13 those responses true and accurate to the best of
14 your knowledge?

15 THE WITNESS (Roberts): Yes, they are.

16 MR. BALL: And do you have any
17 corrections or revisions to those responses?

18 THE WITNESS (Roberts): No, I do not.

19 MR. BALL: Okay. Thank you. And Mr.
20 Gaudet, there you are, I'll ask you about two
21 exhibits. Did you prepare, assist or supervise
22 the preparation of Exhibits 12 and 14?

23 THE WITNESS (Gaudet): Yes, I did.

24 MR. BALL: Do you have any revisions or
25 corrections to those exhibits?

1 THE WITNESS (Gaudet): I do not.

2 MR. BALL: And with respect to your
3 supplemental prefile testimony, Exhibit 14, is it
4 true and accurate to the best of your knowledge?

5 THE WITNESS (Gaudet): Yes.

6 MR. BALL: Do you have any corrections
7 or revisions to it?

8 THE WITNESS (Gaudet): I do not.

9 MR. BALL: Do you adopt the testimony
10 in Exhibit 14 as your testimony today?

11 THE WITNESS (Gaudet): Yes, I do.

12 MR. BALL: And Mr. Gaudet, attached to
13 the supplemental prefile testimony, which is
14 Exhibit 14, there's a document entitled
15 photographic documentation and simulations, dated
16 July 2021 prepared by All-Points Technology
17 Corporation. Did you assist or prepare or
18 supervise the preparation of that document?

19 THE WITNESS (Gaudet): Yes, I did.

20 MR. BALL: Do you have any revisions or
21 corrections to it?

22 THE WITNESS (Gaudet): I do not.

23 MR. BALL: And finally with respect to
24 Exhibit 12, the responses to the Connecticut
25 Siting Council interrogatories, are those

1 responses true and accurate to the best of your
2 knowledge?

3 THE WITNESS (Gaudet): Yes, they are.

4 MR. BALL: And do you have any
5 corrections or revisions to any of those
6 responses?

7 THE WITNESS (Gaudet): I do not.

8 MR. BALL: Thank you, Mr. Gaudet.

9 Mr. Morissette, I would ask that
10 Exhibits 12 through 16 be made full exhibits.

11 MR. MORISSETTE: Thank you, Attorney
12 Ball. Does any party or intervenor object to the
13 admission of the applicant's new exhibits?

14 Attorney Baldwin.

15 MR. BALDWIN: No objection. Thank you.

16 MR. MORISSETTE: Thank you, Attorney
17 Baldwin. Attorney Motel?

18 MS. MOTEL: No objection. Thank you.

19 MR. MORISSETTE: Thank you. Attorney
20 Nichols?

21 MR. NICHOLS: No objection. Thank you.

22 MR. MORISSETTE: Thank you. The
23 exhibits are hereby admitted.

24 (Applicant Arx Wireless Infrastructure,
25 LLC Exhibits II-B-12 through II-B-16: Received in

1 evidence - described in index.)

2 MR. MORISSETTE: We will continue with
3 cross-examination of Arx Wireless Infrastructure,
4 LLC by the Council starting off with Mr. Nwankwo
5 followed by Mr. Edelson.

6 Mr. Nwankwo.

7 CROSS-EXAMINATION

8 MR. NWANKWO: Thank you, Mr.
9 Morissette.

10 Could the applicant please characterize
11 the visibility of a monopine from the alternate
12 location referenced in Arx's supplemental prefile
13 testimony?

14 THE WITNESS (Gaudet): So a monopine in
15 this situation at this location, the alternate
16 location, would have some softening views down
17 along Home Acres Avenue and Corona Drive to the
18 south and east of the facility. It's still fairly
19 out of place for the context of the surrounding
20 area. A monopine in that situation is going to be
21 pretty blatant from the majority of areas where
22 this tower would be visible.

23 MR. NWANKWO: Would you say a monopine
24 in the alternate location would be more visible
25 than in the originally proposed location?

1 THE WITNESS (Gaudet): I think they
2 would be equally visible. That shift is not
3 tremendous. The alternate location will require a
4 tree to be removed, so it will be a little bit
5 more open to the cemetery. You do lose some of
6 the softening capabilities from the existing
7 landscaping of the tower and the original proposed
8 location being pushed back closer to that
9 treeline, but I think overall it would be similar.

10 MR. NWANKWO: Thank you. Will the
11 yield point remain the same for the alternate
12 location considering the proximity of the tower to
13 the nearby restaurant building and its boundary
14 with the neighboring residential parcel which is
15 the cemetery to the southwest?

16 THE WITNESS (Roberts): No, we would
17 have to change that.

18 MR. NWANKWO: Okay. Any idea what
19 height that yield point would be?

20 THE WITNESS (Roberts): Yes, it would
21 probably be in the neighborhood of 95 feet.

22 MR. NWANKWO: Thank you for that. If
23 the tower were constructed as a monopine in the
24 alternate location, will the yield point change?

25 THE WITNESS (Roberts): No, it won't.

1 MR. NWANKWO: Will the monopine
2 branches pose a safety concern to the nearby
3 restaurant building?

4 THE WITNESS (Roberts): I have been to
5 sites where the branches had fallen off, which is
6 a concern, but those were pretty old, probably
7 first generation monopines, and I believe now we
8 shouldn't have an issue at all with that.

9 MR. NWANKWO: Thank you. The
10 construction drawings on sheet C-2 of Exhibit
11 Number 41 indicates there are five available lease
12 spaces within the equipment compound. This is in
13 contrast to the four spaces shown as available on
14 the tower. Please clarify.

15 THE WITNESS (Roberts): Perhaps I can,
16 again, Arx has made an offer to the town to locate
17 any emergency equipment, and if they were to go on
18 it they wouldn't necessarily have an array, they
19 might have some whips or maybe a microwave dish.
20 So that would be, you know, why we don't have full
21 arrays of antennas for that.

22 MR. NWANKWO: Okay. Thank you.
23 Referring to the area marked as lease area in the
24 photo attached to Arx's response 19 to the city's
25 supplemental interrogatories, what does this area

1 represent, that picture represents the Schick
2 site.

3 THE WITNESS (Coppins): Can you repeat
4 that question for me, please?

5 MR. NWANKWO: The area marked as "lease
6 area" in the photo attached to Arx's response
7 Number 19 to the city's supplemental
8 interrogatories, what does that area represent?

9 THE WITNESS (Coppins): That photo is
10 the actual entrance to the Schick property, and
11 that is where the sign sits.

12 MR. NWANKWO: Okay. Thank you. Please
13 provide a brief description of the billboard
14 facility suggested in the conversation with the
15 owners of the Schick complex at 10 Leighton Road.

16 THE WITNESS (Coppins): I'm trying to
17 understand what you're asking for here.

18 MR. NWANKWO: Just a brief description
19 of the billboard facility that's suggested.

20 THE WITNESS (Coppins): It's a
21 four-legged billboard that stands about 45 feet
22 high, a fairly large billboard. It's just an
23 advertisement for Schick.

24 MR. NWANKWO: Will the billboard be
25 completely redesigned for structural compliance or

1 are you just attaching the monopole to the
2 billboard?

3 THE WITNESS (Coppins): So our
4 original, my conversation with Schick was that we
5 would add another, we could redesign the
6 billboard, we could add a pole to the billboard.
7 But we got information back late yesterday.
8 Schick is not interested at all in putting a tower
9 either on the billboard, the side of the
10 billboard, a tower on the property. They are not
11 interested at all in moving forward with any kind
12 of a facility there.

13 MR. NWANKWO: Thank you. Could the
14 applicant please elaborate on the additional
15 \$70,000 cost of the alternate location?

16 THE WITNESS (Coppins): So the
17 alternate location, and Mr. Roberts can verify
18 that, it probably goes toward the foundation
19 design, a caisson design, which is more expensive
20 than a regular pad and pier.

21 THE WITNESS (Roberts): Absolutely
22 correct.

23 MR. NWANKWO: Is there any reason to go
24 with the caisson foundation for this particular
25 location?

1 THE WITNESS (Coppins): Moving that
2 site over toward the property line of the
3 cemetery, the spread footer foundation is usually
4 around 20 feet, and we would actually end up on
5 the cemetery's property, which we don't have a
6 lease for, so we would have to drill a caisson in
7 that particular location.

8 MR. NWANKWO: Okay. Thank you. What
9 is the ground elevation of the alternate location?

10 THE WITNESS (Roberts): 32 feet above
11 sea level. It's identical to the primary site
12 that we originally proposed. There's really no
13 grade differential.

14 MR. NWANKWO: Thank you. With
15 reference to the construction drawings on sheet
16 C-2, Exhibit 41, could you please identify the
17 tree to be removed?

18 THE WITNESS (Roberts): Sure. On C-2
19 is probably the better sheet. You can see right
20 next to the fence line directly below the tower
21 there's a tree that we have shown on our survey
22 drawings as well as on this drawing. We'd
23 probably have to lose that tree due to its impact
24 with roots and the excavation that would be
25 needed.

1 MR. NWANKWO: Thank you. Those are all
2 the questions I have for now, Mr. Morissette.
3 Thank you.

4 MR. MORISSETTE: Thank you, Mr.
5 Nwankwo. We'll now continue with
6 cross-examination of Arx Wireless Infrastructure
7 by Mr. Edelson followed by Mr. Silvestri.

8 Mr. Edelson.

9 MR. EDELSON: Yes. Thank you, Mr.
10 Morissette Mr. Coppins, in your testimony you were
11 asked about your conversations with the Department
12 of Transportation, and I was wondering if you
13 could elaborate on that. You basically said
14 you've had them in the past but they really didn't
15 go anywhere, but that you did have not have any
16 particular conversations on this particular site.
17 So could you tell us a little bit more about in
18 the past what the nature of those conversations
19 were?

20 THE WITNESS (Coppins): Sure. So I
21 don't remember the docket, but it was a docket in
22 Meriden. We were along the Wilbur Cross Parkway,
23 and directly across the street was one of the DOT
24 properties that we were looking at. And I had
25 some lengthy conversations with them about moving

1 forward, and that particular site, they said,
2 yeah, we just don't want to do it here. And
3 that's just one particular case that we had, and
4 that, you know, eliminated that site. But on
5 other sites where there's a DOT that I've looked
6 at and talked to, they come back and say we need
7 all the land that we have and we don't want to
8 deal with it. So it's been consistent with what
9 AT&T has said and what Verizon has said. It just
10 kind of falls into a black hole of, you know,
11 moving forward with any DOT property or state
12 property for that matter.

13 MR. EDELSON: But they didn't refer to
14 a specific rationale for why they weren't
15 interested, just it sounds like they just blew you
16 off?

17 THE WITNESS (Coppins): In many cases
18 they'll blow you off. In the case in Meriden
19 where they said we need all our room, we need all
20 of what we have, so we are not moving forward.

21 MR. EDELSON: Okay. And the scenario
22 here, the story of what's happened here with the
23 Howard Johnson's site and your involvement, I
24 realize I think I lost the thread here. How did
25 Arx become aware that there was a problem in the

1 area and there might be a need for a new tower?

2 THE WITNESS (Coppins): So I've been in
3 Connecticut for quite a few years. I remember the
4 original Howard Johnson's site going up when I was
5 working with AT&T, well, SNET at the time. And I
6 became aware, I probably was talking with Mr.
7 Roberts who was intimately involved with the site
8 at one point in time as well with a previous
9 employer, and Mr. Roberts had said maybe you ought
10 to look and talk to somebody and see about getting
11 a site going there, we know that Howard Johnson's
12 are having some problems with the Howard Johnson
13 site.

14 So I started looking, and, you know, I
15 talked to Mr. Roberts, Mark Roberts from AT&T, the
16 site acq, and talked to him about it. This is
17 about the time I was getting my lease in place.
18 And I also sent an email to Mr. Befera right
19 around the same time. And again, both parties
20 said, man, this would be a welcome site for us
21 because we're not moving forward with this one.
22 So that's how I started pushing forward with this.

23 MR. EDELSON: Thank you very much.
24 With regard to the two sites that you now have,
25 it's really all on one site I guess at, say, two

1 locations, as I understand reading through it, the
2 tradeoffs that we as the Council, and let's be
3 clear, from my point of view we only have two
4 locations to look at. Everything else that people
5 are bringing up are not real locations where a
6 tower can go up today. We're hearing a lot about
7 why don't we do radio frequency modeling at these
8 other sites, but we don't have a landowner who's
9 willing to give us permission for a tower. So as
10 far as I can see, we have two sites to look at,
11 distance of 100 feet. What I hear is the
12 tradeoff, on the one side we lose a tree and we
13 spend -- and when I say "we," I'm thinking our
14 customers spend \$70,000, on the opposite side from
15 the nearest abutting property we have an increased
16 distance of about 100 feet. Are there any other
17 tradeoffs that you think the Council should be
18 aware of in evaluating these two locations?

19 THE WITNESS (Coppins): Well, I think
20 one of the other tradeoffs was a comment that came
21 from the city in the first hearing, and that was
22 we were locating our tower site in a residential
23 zone. We have now moved it out of the -- the
24 tower itself out of the residential zone to where
25 we could build a tower according to the town's

1 regulations. That tradeoff itself was also a
2 consideration to allow the city to accept that as
3 a possibility.

4 MR. EDELSON: Okay. And just to be
5 clear, anything else come to mind?

6 THE WITNESS (Coppins): I can't think
7 of anything.

8 MR. EDELSON: All right.

9 THE WITNESS (Gaudet): Mr. Edelson, the
10 visibility in this location, while we didn't run a
11 new viewshed analysis for the new location, but we
12 did do sims, we did a balloon test out there, and
13 we confirmed that the visibility with that 100
14 foot shift does drop off a little more
15 substantially towards the southern extent of Home
16 Acres Avenue. So the homes at the very dead end
17 of Home Acres Avenue that may have had views
18 previously now no longer at least in leaf-on
19 conditions.

20 MR. EDELSON: So would I be fair in
21 saying that by moving it you shrunk the viewshed a
22 little bit?

23 THE WITNESS (Gaudet): I think
24 generally the viewshed is going to be roughly the
25 same. I think it's just going to be a slight

1 shift. But certainly down in that extent of Home
2 Acres Avenue, and I walked the entire street, you
3 drop elevation back towards the dead end, and so
4 you have a point there where at least through the
5 trees it disappears.

6 MR. EDELSON: And just to be clear,
7 what you're referring to here is looking at the
8 balloon versus the first, raising of the balloon
9 at the original site?

10 THE WITNESS (Gaudet): Correct. And we
11 were able to recreate the exact shot to the point
12 where the same vehicles were there from when we
13 did our first crane test. So they were pretty
14 comparable. And those would be photos 1 and 2 in
15 the new simulation package. Those line up. So
16 before those were shown as seasonal, and this
17 confirms that at least in leaf-on conditions they
18 are not visible.

19 MR. EDELSON: Okay. Thank you very
20 much.

21 THE WITNESS (Coppins): Mr. Edelson, if
22 I can just add one more thing to your
23 decision-making. Us moving that site to that new
24 alternate location will eliminate some parking
25 spaces for the two businesses there. In our

1 current location, our original location, they lose
2 no parking. Alternate location, I'm not sure how
3 many, maybe four parking places, maybe five. We
4 can ask Doug how many, Doug Roberts how many
5 parking places they'll lose for that particular
6 area.

7 THE WITNESS (Roberts): I would say
8 five, we'd have to confirm it though.

9 MR. EDELSON: I lost the end of that.
10 You think it's about five spaces?

11 THE WITNESS (Roberts): Yes.

12 MR. EDELSON: Okay. I think you've
13 really answered the question about the Schick
14 site, but, you know, I tried to read through that
15 thread of emails, and there was nothing there. I
16 mean, it just sort of seemed to me just people
17 going back and forth and saying, well, maybe we'll
18 talk about it or maybe we won't. Was there
19 another -- maybe I missed it, but was there
20 another point where he, the person, let's say, on
21 the Schick side definitively said I'm not
22 interested in talking anymore?

23 THE WITNESS (Coppins): Yes, the filing
24 that we made this morning on the email, and I
25 don't remember what exhibit that is, but it was

1 the late filing that you guys accepted, is
2 definitive.

3 MR. BALL: Mr. Edelson, to respond or
4 to add to Mr. Coppins' testimony, this morning,
5 because the email correspondence came after our
6 prior response, it's Exhibit 16, which is the
7 second supplemental response to the city's
8 Interrogatory Number 19, where you'll see that
9 email.

10 MR. EDELSON: Okay. Maybe now I'm
11 seeing. It's not as -- maybe I was looking for
12 something more definitive. It always seemed like
13 it was continuing on. I think his last line is
14 let me know if you need anything else. It kind of
15 sounded to me like it was an ongoing story, but I
16 think you read it as they're just not interested.
17 But, I guess I was looking for more of a smoking
18 gun that told you don't call us, we'll call you.

19 THE WITNESS (Coppins): If I can --

20 MR. EDELSON: I didn't see that, per
21 se. So maybe you read more into it than I did,
22 but you were having the conversation, so I will
23 defer to you. Go ahead.

24 THE WITNESS (Coppins): Mr. Edelson,
25 there weren't just emails. And it's typical that

1 I wouldn't always do something with an email
2 because I do have conversations. Last Friday I
3 had a conversation with Mr. Bealke. Mr. Bealke
4 said probably not going to be something that we
5 would want, but it's not my decision, I'm going to
6 talk with my group in Connecticut. And he got
7 back to me yesterday via email, and that's why we
8 filed that. But even the earlier one was a site
9 not near the sign. When Mr. Silvestri asked me
10 about the sign in the first hearing, I wanted to
11 close that loop and say, hey, if we replaced your
12 sign, would that be something that you guys would
13 be interested, we still need a height of about 100
14 feet, 120 feet to meet everybody's needs. We sent
15 that, we sent kind of a sketch, a preliminary
16 sketch, which you have there, and at the end of
17 the day it still came back yesterday we aren't
18 interested in having a tower on the property.

19 MR. EDELSON: Okay. I think that's
20 going to do it for me right now. Thank you. And
21 thank you, Mr. Morissette.

22 MR. MORISSETTE: Thank you, Mr.
23 Edelson. We'll now continue with
24 cross-examination by by Silvestri followed by Mr.
25 Hannon.

1 MR. SILVESTRI: Thank you, Mr.
2 Morissette.

3 Mr. Coppins, going back to that
4 overhead picture that Mr. Nwankwo had asked you
5 about, did I hear correctly that the area that was
6 marked "lease area" in red with the yellow pin, if
7 you will, that's the billboard, did I hear that
8 correctly?

9 THE WITNESS (Coppins): I'm going to
10 try to find that picture. I want to make sure
11 that we're both talking about the same picture.
12 Is it a square, is it just a square with the lease
13 area on it, is that the one we're talking about?

14 MR. SILVESTRI: Yeah, maybe more like a
15 rectangle, but yes.

16 THE WITNESS (Coppins): That was during
17 my first conversation with Schick. They asked me,
18 hey, where would you want to put it. I said I can
19 put it anywhere, but let me just guess at a spot.
20 That was a guess at a spot. No, that is not where
21 the sign is. The sign is actually further back
22 toward the entrance to the actual Schick property.
23 So you actually pass that sign, the sign would be
24 on the right-hand side of the road, and you pass
25 that sign to enter into Schick.

1 MR. SILVESTRI: Exactly. I know where
2 the sign is. You can see that actually when you
3 enter Interstate 95 going quote/unquote north.
4 And I heard something different, so that's why I
5 wanted to clear this up that the sign is in one
6 location, that lease area is something else that
7 you were looking at.

8 THE WITNESS (Coppins): That's correct.

9 MR. SILVESTRI: Okay. Thank you.

10 THE WITNESS (Coppins): My apologies.
11 I misunderstood the question.

12 MR. SILVESTRI: All right. A couple
13 other questions I have. Have there been any
14 additional discussions with the landowner of the
15 mall since our last hearing?

16 THE WITNESS (Coppins): So I have never
17 had a conversation with anybody at the mall after
18 three attempts to try to get somebody to
19 communicate with me.

20 MR. SILVESTRI: Copy that. Thank you.
21 How about the Old Navy site?

22 THE WITNESS (Coppins): The same thing.
23 I sent them three different letters. Two of them
24 were certified. I have heard nothing from the Old
25 Navy site. I don't consider these as sites

1 because we don't have a lease, we don't even have
2 any interest.

3 MR. SILVESTRI: Thank you as well. And
4 the last question I have, what about the current
5 hotel site? You kind of mentioned something
6 earlier in our hearing today, but have there been
7 any other discussions with the people at the
8 current hotel site?

9 THE WITNESS (Coppins): I had earlier
10 conversations with them as I had testified in the
11 first hearing, but since then I have had no
12 conversations whatsoever with them. They haven't
13 responded to my latest email.

14 MR. SILVESTRI: Thank you, Mr. Coppins.
15 Mr. Morissette, that's all I have.
16 Thank you.

17 MR. MORISSETTE: Thank you, Mr.
18 Silvestri. We'll now continue with
19 cross-examination by Mr. Hannon.

20 Mr. Hannon.

21 MR. HANNON: Thank you. Looking at, I
22 think, response to Siting Council Interrogatory
23 36, you have a comment there, "The monopine design
24 also increases the diameter of the pole." Can you
25 tell me what that increase is?

1 THE WITNESS (Roberts): Sure. I would
2 imagine it's an increase of 6 to 8 inches in
3 diameter. Again, you know, we have to support the
4 extra surface area that the branches will have,
5 you know, with ice and wind, so in fact the tree
6 itself gets a little girthier.

7 MR. HANNON: And then you also say the
8 faux branches will also substantially increase the
9 overall width of the structure. Can you tell me
10 by about how much?

11 THE WITNESS (Roberts): To cover the
12 antennas and such, we'll probably have an increase
13 of probably 3 to 4 feet in diameter increase for
14 the faux tree.

15 MR. HANNON: Thank you. Then if I'm
16 reading some of the maps correctly, based on the
17 original location of the proposed tower, that was
18 all in I would consider sort of an undeveloped
19 area, there was no parking, it was all off a grass
20 area, I believe.

21 THE WITNESS (Roberts): Yes, that area
22 was undeveloped, it wasn't paved or anything. It
23 was just kind of spoils look like they were placed
24 there over the years and it was just weeds.

25 MR. HANNON: Okay. And then the

1 proposed alternative location, that's actually
2 sliding the tower over roughly about the 100 feet,
3 but it looks like the tower location itself, I'm
4 not sure about any of the other equipment, but the
5 tower I think is going to be pretty much located
6 where there's currently asphalt, and that's
7 related to the five parking spaces that will be
8 lost?

9 THE WITNESS (Roberts): That's
10 absolutely correct. By moving the tower into the
11 ICD zone and, you know, running the equipment
12 basically to the southeast along that property
13 line, we were losing some of those parking spaces.

14 MR. HANNON: I know typically we end up
15 seeing a square shaped pattern from where the
16 fence is going in. So how is it a 25 foot by 150
17 foot compound, how does that change your dynamics
18 on this? I see you've got two entrance points to
19 be able to get in. I mean, I'm assuming that
20 things are a little tighter when you've only got a
21 width of 25 feet. How does that play out as far
22 as the overall development of the site?

23 THE WITNESS (Roberts): It really
24 doesn't. Again, when we place a tower in the
25 middle of a compound, it's basically to get

1 everyone close to the tower itself. This is, you
2 know, we try to stack the tower with the equipment
3 first come to the back of the site so, you know,
4 we don't have people trying to put shelters or
5 place concrete beyond what equipment is in the
6 site already. In this case it will be just a
7 linear development. We'll fence it in. And as we
8 develop it, we'll extend the cable tray that's
9 along that property line to accommodate all the
10 carriers.

11 I've done this before, you know, a
12 linear kind of thing in Guilford. I know it's on
13 Route 1. One of the malls got developed out there
14 where we basically placed a new tower and ran it
15 linearly along a retaining wall. So it's not what
16 you normally see, but I have no issues developing
17 it that way.

18 MR. HANNON: All right. And then just
19 to refresh my memory because I think it's been a
20 while since I read the original application that
21 came in, there are no wetlands close by; is that
22 correct?

23 THE WITNESS (Gaudet): That's correct.

24 MR. HANNON: Okay. All right. Thank
25 you. I have no other questions. Thank you.

1 MR. MORISSETTE: Thank you, Mr. Hannon.

2 I have a couple of questions.

3 Referring to the response to Set Two
4 interrogatories, there's a site drawing, C-2. My
5 first question is, the fence line distance to the
6 property line, do you know what that is?

7 THE WITNESS (Roberts): Hang on one
8 moment, please. I'll get that.

9 MR. MORISSETTE: While you're looking
10 that up, the cemetery is the abutting property; is
11 that correct?

12 THE WITNESS (Roberts): That is
13 correct.

14 MR. MORISSETTE: Thank you. And is
15 that distance to the property line the same
16 distance that the original proposal had in its
17 distance?

18 THE WITNESS (Roberts): Let me answer
19 your question first. We're roughly around maybe 8
20 to 10 feet from the property line itself with our
21 proposal. Our original proposal, I'll call it the
22 prime, we were more centered in that undeveloped
23 area, so our distance to that property line was
24 probably in the neighborhood of 60 feet or so.

25 MR. MORISSETTE: 50, 5-0?

1 THE WITNESS (Roberts): 6-0.

2 MR. MORISSETTE: 6-0. Thank you. Has
3 there been any further discussion with property
4 owners along Home Acres Avenue associated with
5 your new alternate proposal?

6 THE WITNESS (Coppins): I have not had
7 any conversations with anybody on Home Acres
8 Avenue.

9 MR. MORISSETTE: Okay. Has anybody on
10 your team had any discussions and what were the
11 reactions?

12 THE WITNESS (Coppins): The only person
13 that would have probably had it would be Brian
14 Gaudet, and I don't believe that he has, but I'll
15 let him speak for himself.

16 THE WITNESS (Gaudet): I have not had
17 any conversations. I did not run into anybody
18 when I was out there when we were doing the
19 balloon test early in July, so no conversations.

20 MR. MORISSETTE: So just to be clear,
21 we have no reaction from the neighborhood as to
22 the alternative shifts in the project site?

23 THE WITNESS (Coppins): That is
24 correct.

25 MR. MORISSETTE: Thank you. Same

1 questions relating to the town. Has anybody
2 talked to the town about the shift in the project
3 site or location?

4 THE WITNESS (Coppins): Just with the
5 filings with the Council here.

6 MR. MORISSETTE: Okay, but no direct
7 communication, so we have no understanding of what
8 their reaction to the alternative site is at this
9 point?

10 THE WITNESS (Coppins): That's correct,
11 we don't.

12 MR. MORISSETTE: Okay. Thank you.
13 That's concludes my questioning.

14 We will now continue with
15 cross-examination of the applicant by Verizon
16 Wireless, Attorney Baldwin.

17 MR. BALDWIN: We have no questions, Mr.
18 Morissette. Thank you.

19 MR. MORISSETTE: Thank you, Attorney
20 Baldwin.

21 We will continue with cross-examination
22 of the applicant by AT&T, Attorney Motel.

23 MS. MOTEL: We have no questions.
24 Thank you.

25 MR. MORISSETTE: Thank you, Attorney

1 Motel.

2 We will continue with cross-examination
3 of the applicant by the City of Milford, Attorney
4 Nichols.

5 MR. NICHOLS: Thank you, Mr.
6 Morissette. And Mr. Morissette, just to address
7 one of your last questions, from my perspective as
8 a representative of the city in this hearing
9 today, I think the best way I can say it is since
10 Arx submitted its alternative proposal, the city
11 has not seen fit to remove its objections and has
12 been maintaining its objections to the siting of a
13 tower on the proposed property.

14 MR. MORISSETTE: Thank you, Attorney
15 Nichols.

16 MR. NICHOLS: Just a few quick
17 questions. I believe that somebody had testified
18 that the monopine might not be a good fit. Is
19 that because most of the trees on the property are
20 deciduous?

21 THE WITNESS (Gaudet): Mostly, it is
22 primarily deciduous trees in that area. There are
23 a handful of pine trees. You can see them in some
24 of the photos up along Home Acres Avenue. It
25 just, I think the main point is that you have such

1 a drastic height increase in an area that's
2 primarily developed with low buildings,
3 residences, commercial properties. So where
4 you're going to have the majority of your views
5 the monopine is going to stick out a lot more and
6 it won't blend in, if that makes sense.

7 MR. NICHOLS: So just a follow-up
8 question on that, Mr. Gaudet. Am I correct that
9 the photo simulations that were done both for the
10 original proposal and the alternative proposal
11 were when the trees on the site had leaves on?

12 THE WITNESS (Gaudet): The first set
13 that was part of the original application were
14 done in leaf-off conditions. Obviously, with this
15 being in the middle in between the two hearings,
16 we don't have that opportunity to get leaf-off
17 conditions for the set that was filed here --

18 MR. NICHOLS: So there's no depiction
19 submitted by -- I apologize if I interrupted you.

20 THE WITNESS (Gaudet): No, I was just
21 saying that the ones dated July 2021 don't benefit
22 from having that seasonal option.

23 MR. NICHOLS: And so there's been no
24 depiction submitted by Arx because it was moving
25 quickly as to what the visibility would be through

1 the trees without, for the alternative proposal
2 without leaves on their branches, correct?

3 THE WITNESS (Gaudet): Correct.

4 MR. NICHOLS: Just a follow-up question
5 for Mr. Coppins. I believe you mentioned you had
6 both a telephone conversation with Mr. Bealke and
7 some email conversations since the last hearing,
8 correct?

9 THE WITNESS (Coppins): That is
10 correct.

11 MR. NICHOLS: At any time in either
12 email or phone conversations did you convey to Mr.
13 Bealke that the city at least had indicated that
14 Schick would be a preferred site over 1063 Boston
15 Post Road?

16 THE WITNESS (Coppins): When I spoke
17 with Mr. Bealke I asked him specifically if
18 they've had conversations with the city, and I
19 asked him, I said, Hey the city is asking us if we
20 can look at your property once again and if
21 there's been any change in your earlier statement
22 saying you didn't want to do anything with that.
23 He said he would get back with me. He said that
24 the city may have reached out to some of the local
25 people but not to him directly. But again, the

1 conversation happened on Friday, he was on
2 vacation, and he got back with me Friday. And on
3 Monday is when we got the final decision that they
4 really don't want to do anything with a tower.

5 MR. NICHOLS: Well, I think you're
6 referring, when you say they really don't want to,
7 you're referring to what's been marked as Exhibit
8 16 which is an email from Mr. Bealke dated July
9 26, 2021, correct?

10 THE WITNESS (Coppins): That's correct.

11 MR. NICHOLS: And Mr. Bealke cites what
12 he says is the noise created in the community with
13 the residents nearby, correct?

14 THE WITNESS (Coppins): I think that
15 was part of his email, yes, you have it there.

16 MR. NICHOLS: And so that doesn't
17 answer the question, does it, as to what Schick
18 would do if the community was more receptive to
19 that site than to 1063, correct?

20 THE WITNESS (Coppins): I can't answer
21 what they will do or what they won't do. I can
22 answer to the fact that they, as of yesterday they
23 did not want to move forward with me for the
24 reasons of the email. I don't have a lease
25 proposal with them at all, and I don't have a site

1 with them.

2 MR. NICHOLS: Okay. And just to circle
3 back to something that was addressed in the first
4 hearing but came back up today, you mentioned that
5 you have not spoken to the mall owners since the
6 initial three attempts in 2020, correct?

7 THE WITNESS (Coppins): That wasn't my
8 statement earlier. I have never spoken with the
9 mall owners. I've only communicated to them that
10 we were interested by three letters, two of them
11 which were certified, and to date they, nobody has
12 reached out to me from the mall or from the Old
13 Navy store.

14 MR. NICHOLS: But I believe you did
15 testify at the last hearing that it's your
16 understanding that if a tower were to be sited at
17 the mall it would be American Tower to build it
18 and not Arx, correct?

19 THE WITNESS (Coppins): I think the
20 testimony in the first hearing was that my
21 understanding was American Tower had some kind of
22 a management agreement with the mall owners. If
23 American Tower wanted to go forward with a tower,
24 they would come through the same process that I'm
25 doing right now. I didn't say that American tower

1 would be the people that would do it. I don't
2 know that. I've never had that conversation with
3 the owners to find out what the deal is with
4 American Tower.

5 MR. NICHOLS: So the greatest extent of
6 your knowledge is that Arx can't build a tower at
7 the mall, correct?

8 THE WITNESS (Coppins): Arx can't build
9 a tower at the mall because I don't have a deal
10 with them. So they haven't reached out to me.
11 I've tried on numerous occasions, and they haven't
12 reached out to me. So no, Arx can't build a tower
13 at the mall because I don't have a deal.

14 MR. NICHOLS: Thank you. Thank you to
15 the witnesses. Mr. Morissette, I have no further
16 questions at this time.

17 MR. MORISSETTE: Thank you, Attorney
18 Nichols.

19 Before closing the evidentiary record
20 in this matter, the Connecticut Siting Council
21 announces that briefs and proposed findings of
22 fact may be filed with the Council by any party or
23 intervenor no later than August 26, 2021. The
24 submission of briefs and proposed findings of fact
25 are not required by this Council, rather, we leave

1 it to the choice of the parties and intervenors.

2 Anyone who has not become a party or
3 intervenor, but who desires to make his or her
4 views known to the Council, may file written
5 statements with the Council within 30 days of the
6 date hereof.


7 The Council will issue draft findings
8 of fact, and thereafter parties and intervenors
9 may identify errors or inconsistencies between the
10 Council's draft findings of fact and the record.
11 However, no new information, no new evidence, no
12 argument, and no reply briefs without our
13 permission will be considered by the Council.

14 I hereby declare this hearing
15 adjourned. Thank you, everyone, for your
16 participation. Have a good evening.

17 (Whereupon, the witnesses were excused
18 and the above proceedings were adjourned at 5:03
19 p.m.)
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23
24
25

1 CERTIFICATE FOR REMOTE HEARING

2
3 I hereby certify that the foregoing 128 pages
4 are a complete and accurate computer-aided
5 transcription of my original stenotype notes taken
6 of the CONTINUED REMOTE PUBLIC HEARING IN RE:
7 DOCKET NO. 500, ARX WIRELESS INFRASTRUCTURE, LLC
8 APPLICATION FOR A CERTIFICATE OF ENVIRONMENTAL
9 COMPATIBILITY AND PUBLIC NEED FOR THE
10 CONSTRUCTION, MAINTENANCE, AND OPERATION OF A
11 TELECOMMUNICATIONS FACILITY LOCATED AT 1061-1063
12 BOSTON POST ROAD, MILFORD, CONNECTICUT, which was
13 held before JOHN MORISSETTE, PRESIDING OFFICER, on
14 July 27, 2021.

15
16
17
18
19
20 

21 Lisa L. Warner, CSR 061
22 Court Reporter
23 BCT REPORTING, LLC
24 55 WHITING STREET, SUITE 1A
25 PLAINVILLE, CONNECTICUT 06062

I N D E X

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ZIAD CHEIBAN
ANTHONY BEFERA

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MARK ROBERTS
MARTIN LAVIN

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WITNESSES: (Previously sworn)

KEITH COPPINS
DOUGLAS ROBERTS
BRIAN GAUDET

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2
3 CELLCO PARTNERSHIP d/b/a VERIZON EXHIBITS
(Received in evidence)

4 EXHIBIT	DESCRIPTION	PAGE
5 III-B-5	Verizon's responses to Council interrogatories, Set Two, dated 6 July 15, 2021	146
7 III-B-6	Verizon's responses to City of Milford's supplemental interrogatories, 8 dated July 19, 2021	146

9
10 NEW CINGULAR WIRELESS PCS, LLC (AT&T) EXHIBITS
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11 EXHIBIT	DESCRIPTION	PAGE
12 IV-B-1	AT&T's request to intervene, dated April 7, 2021	190
13 IV-B-2	AT&T's responses to Council interrogatories, Set One, dated 14 June 7, 2021	190
15 IV-B-3	AT&T's responses to the City of Milford's interrogatories, Set One, 16 dated June 7, 2021	190
17 IV-B-4	AT&T's responses to Council interrogatories, Set Two, dated 18 July 12, 2021	190
19 IV-B-5	AT&T's responses to City of Milford's supplemental interrogatories, 20 dated July 19, 2021	190

21 CITY OF MILFORD'S EXHIBIT
(Received in evidence)

22 EXHIBIT	DESCRIPTION	PAGE
23 V-B-1	City of Milford's notice of intent 24 to be a party, dated April 28, 2021	226

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1 I n d e x: (Cont'd)

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3 ARX WIRELESS INFRASTRUCTURE, LLC EXHIBITS
4 (Received in evidence)

EXHIBIT	DESCRIPTION	PAGE
5 II-B-12	Applicant's responses to Council interrogatories, Set Two, dated 6 July 15, 2021	231
7 II-B-13	Applicant's responses to City of Milford's supplemental interrogatories, dated July 19, 2021	231
8 II-B-14	Applicant's supplemental pre-filed testimony of Keith Coppins, Douglas 9 Roberts and Brian Gaudet, dated July 20, 2021	231
10 II-B-15	Applicant's supplemental responses to City of Milford's supplemental 11 interrogatories, dated July 20, 2021	231
12 II-B-16	Applicant's second supplemental responses to City of Milford's 13 supplemental interrogatories, dated July 27, 2021	231

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15 *All exhibits were retained by the Council.
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