STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:	:	
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ARX WIRELESS INFRASTRUCTURE, LLC AND NEW CINGULAR WIRELESS PCS, LLC D/B/A AT&T APPLICATION FOR A CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A TELECOMMUNICATIONS FACILITY AND ASSOCIATED EQUIPMENT LOCATED AT 306 FLANDERS ROAD, EAST LYME, CONNECTICUT	:	DOCKET NO. 545

PROTECTIVE ORDER

WHEREAS, ARX Wireless Infrastructure, LLC ("ARX") is willing to submit an unredacted copy of a Land Lease Agreement (the "Lease"), providing to the Connecticut Siting Council ("Council") certain confidential information ("Confidential Information") in connection with the Lease regarding the above-referenced Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a wireless telecommunications facility 306 Flanders Road, East Lyme, Connecticut ("Confidential Information");

WHEREAS, ARX considers the Confidential Information to be commercially valuable, confidential and proprietary information, and which information ARX contends constitutes trade secrets within the meaning of Connecticut General Statutes section 1-210(b)(5);

WHEREAS, the Confidential Information contains commercially valuable, confidential, proprietary and market-sensitive information that is not readily obtainable from other sources and may be harmful if publicly disclosed; and

WHEREAS, ARX is willing to provide the Confidential Information subject to a Protective Order.

NOW, THEREFORE, it is hereby ordered, that the following procedure is adopted for the protection of the Confidential Information provided by ARX:

1. All documentation provided by ARX, shall be identified as follows: "CONFIDENTIAL INFORMATION" and shall be governed by the terms of this Protective Order ("Order"). This Order is applicable to all such Confidential Information.

2. All Confidential Information shall be subject to this Order and shall be given solely to the members and staff of the Council. No recipient shall use or disclose the Confidential Information for purposes of business or competition, or for any other purpose, other than the purpose of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall in good faith take all reasonable precautions to keep the Confidential Information secure in accordance with the purposes and intent of this Order. All parties in receipt of any Confidential Information pursuant to this Order, including consultants, shall maintain a written log of all individuals granted access to the Confidential Information.

3. Confidential Information shall be marked as such and delivered in a sealed envelope to the Council. A statement in the following form shall be placed prominently on the envelope:

CONFIDENTIAL-PROPRIETARY

This envelope is not to be opened nor the contents thereof displayed or revealed except pursuant to the Protective Order issued in connection with Docket No. 545.

4. Any Confidential Information made available pursuant to this Order shall be part of the record in the docket cited above, subject to the same relevancy and other evidentiary considerations as non-confidential information and subject to the conditions stated in Paragraphs Six and Seven of this Order.

5. If the Confidential Information is used in any manner in any interrogatory, letter, petition, brief or other writing, all references to the Confidential Information shall be either:

(a) in a separate document, prominently labeled "Confidential Information," which document shall be safeguarded in accordance with this Order and distributed only to the members and staff of the Council; or

(b) solely by title or exhibit reference, in a manner reasonably calculated not to disclose the Confidential Information.

6. In the event that the Confidential Information is to be disclosed or used in any manner in any proceeding or hearing before the Council, such proceeding or hearing shall not be held before, nor any record of it made available to any person or entity not a signatory of the Order. Presence at such proceeding or hearing shall be limited to the members and staff of the Council as well as representatives of ARX. No record shall be disclosed or communication made of the Confidential Information at any time to any other person or entity. Any transcript or other recording of the Confidential

Information shall be placed in sealed envelopes or containers and a statement in the following form placed prominently on such envelope or container:

CONFIDENTIAL-PROPRIETARY

> This envelope is not to be opened nor the contents thereof displayed or revealed except pursuant to the Protective Order issued in connection with Docket No. 545.

7. No copies shall be made of the Confidential Information unless expressly ordered by the Council.

8. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing or trial. Moreover, nothing herein shall be considered a waiver of any party's right to assert at a later date that the material is or is not proprietary or privileged. A party seeking to change the terms of this Order shall by motion give every other party five (5) business days' prior written notice. No information protected by this Order shall be made public until the Council rules on such motion to change the terms of the Order. Confidential information otherwise properly discovered, even though also subject to the terms of this Order, shall not be considered protected by this Order.

9. All copies of the Confidential Information shall be returned to ARX no later than thirty (30) days after the date the final decision is rendered in this proceeding.

CONNECTICUT SITING COUNCIL

By:_____

Dated _____