

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

Docket No. 545

ARX Wireless Infrastructure, LLC and New Cingular  
Wireless PCS, LLC 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

Public Hearing held on Thursday, January 29, 2026,  
beginning at 2 p.m., via Zoom.

## H e l d      B e f o r e:

**JOHN MORISSETTE, Vice Chair**

1       A p p e a r a n c e s :

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3        Council Members :

4

5            BRIAN GOLEMBIEWSKI

6

7            Designee for Commissioner Katie Dykes ,

8

9            Department of Energy and

10

11            Environmental Protection

12

13            QUAT NGUYEN

14

15            Designee for Chairman Elect Thomas Wiehl ,

16

17            Public Utilities Regulatory Authority

18

19            CHANCE CARTER

20

21            KHRISTINE HALL

22

23            BILL SYME

24

25            DR. SCOTT C. WILLIAMS

10            DANIEL P. LYNCH, JR. (Technical  
11            difficulties with Zoom)

12

13        Council Staff :

14

15            MELANIE BACHMAN, ESQ.

16

17            Executive Director and

18

19            Staff Attorney

20

21            MICHAEL PERRONE

22

23            Siting Analyst

24

25            DAKOTA LAFOUNTAIN

17

18            Administrative Support

19

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22

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

2

3           For Applicant ARX Wireless Infrastructure,  
4           LLC:

5                   COHEN and WOLF, P.C.

6                   1115 Broad Street

7                   Bridgeport, Connecticut 06604

8                   Phone: 203.368.0211

9                   BY: DAVID A. BALL, ESQ.

10                   DBall@cohenandwolf.com

11

12           For Applicant New Cingular Wireless, PCS,  
13           LLC:

14                   CUDDY & FEDER LLP

15                   445 Hamilton Avenue, 14th Floor

16                   White Plains, New York 10601

17                   Phone: 914.761.1300

18                   BY: KRISTEN MOTEL, ESQ.

19                   kmotel@cuddylfeder.com

20

21

22

23

24

25

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                   One State Street

7                   Hartford, Connecticut 06103

8                   Phone: 860.275.8200

9                   BY: EMILY C. DEANS, ESQ.

10                   edearns@rc.com

11                   JONATHAN H. SCHAEFER, ESQ.

12                   jschaefer@rc.com

13

14           Intervenor Wireless Solutions LLC:

15                   KENNETH THOMAS

16                   WIRELESS SOLUTIONS LLC/ANCIENT HIGHWAY

17                   TOWERS, LLC

18                   P.O. Box 374

19                   Uncasville, Connecticut 06382

20                   Phone: 860.608.0202

21                   wirelessstructures@gmail.com

22

23

24

25

1 (Commenced at 2 p.m.)

6                   Other members of the Council are Brian  
7                   Golembiewski, designee for Commissioner Katie  
8                   Dykes of the Department of Energy and  
9                   Environmental Protection; Quat Nguyen, designee  
10                  for Chairman Elect Thomas Wiehl of the Public  
11                  Utilities Regulatory Authority; Chance Carter;  
12                  Khristine Hall; Bill Syme; Dr. Scott Williams; and  
13                  Daniel P. Lynch, Jr.

18                   If you haven't done so already, I ask  
19                   that everyone please mute their computer audio  
20                   and/or telephones now. Thank you.

21                   This hearing is held pursuant to the  
22 provisions of Title 16 of the Connecticut General  
23 Statutes and of the Uniform Administrative  
24 Procedure Act upon an Application from ARX  
25 Wireless Infrastructure, LLC and New Cingular

1       Wireless PCS, LLC for a Certificate of  
2       Environmental Compatibility and Public Need for  
3       the construction, maintenance, and operation of a  
4       telecommunications facility and associated  
5       equipment located at 306 Flanders Road in East  
6       Lyme, Connecticut. This application was received  
7       by the Council on April 15, 2025.

8                   The Council's legal notice of the date  
9       and time of this public hearing was published in  
10      The Day on November 18, 2025. Upon this Council's  
11      request, the applicants erected a sign in the  
12      vicinity of the proposed site so as to inform the  
13      public of the name of the applicants, the type of  
14      facility, the public hearing date, and contact  
15      information for the Council, including the website  
16      and phone number.

17                   As a reminder to all, off-the-record  
18      communication with a member of the Council or a  
19      member of the Council's staff upon the merits of  
20      this application is prohibited by law.

21                   The parties and intervenors to the  
22      proceeding are as follows: The applicants, ARX  
23      Wireless Infrastructure, LLC and New Cingular  
24      Wireless PCS, LLC, its representatives, David A.  
25      Ball, Esq., Wilson T. Carroll, Esq. of Cohen and

1       Wolf P.C., Lucia Chiocchio, Esq. and Kristen Motel  
2       of Cuddy & Feder LLP; intervenors Cellco  
3       Partnership d/b/a Verizon Wireless, its  
4       representatives Kenneth C. Baldwin, Esq., Emily C.  
5       Deans, Esq. and Jon Schaefer, Esq. of Robinson &  
6       Cole LLP; intervenor Wireless Solutions LLC and  
7       Ancient Highway Towers, LLC, represented by  
8       Kenneth Thomas.

9                   We'll proceed in accordance with the  
10      prepared agenda, a copy of which is available on  
11      the Council's website along with the record of  
12      this matter, the public hearing notice,  
13      instructions for public access to this hearing,  
14      and the Council's Citizens Guide to Siting Council  
15      Procedures. Interested persons may join any  
16      session of this public hearing to listen but no  
17      public comments will be received during the 2 p.m.  
18      evidentiary session.

19                   At the end of the evidentiary session,  
20      we will recess until 6:30 p.m. for the public  
21      comment session. Please be advised that any  
22      person may be removed from the evidentiary session  
23      or the public comment session at the discretion of  
24      the Council.

25                   The 6:30 p.m. public comment session is

1 reserved for members of the public who have signed  
2 up to make brief statements into the record.

3 I wish to note that the applicants,  
4 parties and intervenors, including their  
5 representatives, witnesses and members, are not  
6 allowed to participate in the public comment  
7 session. I also wish to note for those who are  
8 listening and for the benefit of your friends and  
9 neighbors who are unable to join us for the public  
10 comment session that you or they may send written  
11 statements to the Council within 30 days of the  
12 date hereof, either by mail or by email, and such  
13 written statements will be given the same weight  
14 as if spoken during the public comment session.

15 A verbatim transcript of this public  
16 hearing will be posted on the Council's website  
17 and deposited with the East Lyme Town Clerk's  
18 Office for the convenience of the public.

19 The Council will take a 10 to 15 minute  
20 break at a convenient juncture around 3:30 p.m.

21 We have one motion to take care of  
22 before we get started, ARX Wireless  
23 Infrastructure, LLC's motion for protective order,  
24 response to Council's Interrogatory Number 12,  
25 lease agreement financial terms, dated January 22,

1 2026. Attorney Bachman may wish to comment.

2 Attorney Bachman, good afternoon.

3 ATTORNEY BACHMAN: Good afternoon, Vice  
4 Chair Morissette. Pursuant to General Statutes  
5 Section 16-50o and Council Interrogatory Number  
6 12, ARX requested a motion for protective order  
7 for the lease agreement financial terms which are  
8 exempt from public disclosure under the Freedom of  
9 Information Act, and therefore staff recommends  
10 this motion be granted. Thank you.

11 THE VICE CHAIR: Thank you, Attorney  
12 Bachman.

13 With that, is there a motion?

14 MS. HALL: I'll make a motion to  
15 approve the request for a protective order in this  
16 matter.

17 THE VICE CHAIR: Thank you, Ms. Hall.

18 Is there a second?

19 MR. CARTER: I'll second.

20 THE VICE CHAIR: Thank you, Mr. Carter.  
21 We have a motion by Ms. Hall to approve the motion  
22 for protective order, and we have a second by Mr.  
23 Carter. We'll now move to discussion.

24 Mr. Golembiewski, any discussion?

25 MR. GOLEMBIEWSKI: Good afternoon. I

1 have no discussion. Thank you.

2 THE VICE CHAIR: Good afternoon. Thank  
3 you.

4 Good afternoon, Mr. Nguyen. Any  
5 discussion?

6 MR. NGUYEN: Good afternoon. No  
7 discussion.

8 THE VICE CHAIR: Thank you. Good  
9 afternoon, Mr. Carter. Any discussion?

10 MR. CARTER: No, I have no discussion.  
11 And good afternoon, Mr. Vice Chair.

12 THE VICE CHAIR: Thank you. Ms. Hall,  
13 good afternoon. Any discussion?

14 MS. HALL: Good afternoon all. No, no  
15 discussion.

16 THE VICE CHAIR: Thank you. Dr.  
17 Williams, good afternoon. Any discussion?

18 DR. WILLIAMS: Good afternoon. No  
19 discussion.

20 THE VICE CHAIR: Thank you. Mr. Syme,  
21 good afternoon. Any discussion?

22 MR. SYME: Good afternoon. I have no  
23 discussion.

24 THE VICE CHAIR: Thank you. Dan Lynch,  
25 good afternoon. Any discussion?

1 (No response.)

2 THE VICE CHAIR: Mr. Lynch, any  
3 discussion?

4 (No response.)

5 THE VICE CHAIR: And I have no  
6 discussion. We'll now move to the vote.

7 Mr. Golembiewski, how do you vote?

8 MR. GOLEMBIEWSKI: I vote to approve.

9 Thank you.

10 THE VICE CHAIR: Thank you. Mr.  
11 Nguyen?

12 MR. NGUYEN: Vote to approve.

13 THE VICE CHAIR: Thank you. Mr.  
14 Carter?

15 MR. CARTER: Vote to approve. Thank  
16 you.

17 THE VICE CHAIR: Thank you. Ms. Hall?

18 MS. HALL: Vote to approve. Thank you.

19 THE VICE CHAIR: Thank you. Dr.  
20 Williams?

21 DR. WILLIAMS: Vote to approve.

22 THE VICE CHAIR: Thank you. Mr. Syme?

23 MR. SYME: Vote approval.

24 THE VICE CHAIR: Thank you. Mr. Lynch?

25 (No response.)

1                   THE VICE CHAIR: And I vote approval.  
2   We have seven votes for approval, one  
3   nonregistered vote. The motion passed. The  
4   motion for protective order is approved. Thank  
5   you all.

6                   Moving on to administrative notices  
7   taken by the Council. I call your attention to  
8   those items shown on the hearing program marked as  
9   Roman numeral I-C, Items 1 through 92. Does any  
10   party or intervenor have an objection to the items  
11   that the Council has administratively noticed?

12                  Attorney Ball or Attorney Wilson, good  
13   afternoon.

14                  ATTORNEY BALL: Good afternoon, Vice  
15   Chair Morissette. No objection.

16                  THE VICE CHAIR: Thank you, Attorney  
17   Ball.

18                  Attorney Chiocchio or Motel, good  
19   afternoon.

20                  ATTORNEY MOTEL: Good afternoon, Vice  
21   Chair Morissette. No objection.

22                  THE VICE CHAIR: Thank you. Attorney  
23   Baldwin or Deans or Schaefer, good afternoon.

24                  ATTORNEY DEANS: Good afternoon, Vice  
25   Chair Morissette. No objection. Thank you.

1                   THE VICE CHAIR: Thank you, Attorney  
2 Deans.

3                   Kenneth Thomas, any objection? Good  
4 afternoon.

5                   MR. THOMAS: Good afternoon. No  
6 objections at all.

7                   THE VICE CHAIR: Thank you.

8                   Very good. Accordingly, the Council  
9 hereby administratively notices these existing  
10 documents.

11                   (Administrative Notice Items I-C-1  
12 through I-C-92: Received in evidence.)

13                   THE VICE CHAIR: We will now go to the  
14 appearance of the applicants. Would the  
15 applicants please present its witness panel for  
16 purposes of taking the oath, and we will have  
17 Attorney Bachman administer the oath.

18                   ATTORNEY BALL: Thank you, Mr.  
19 Morissette. David Ball for ARX Wireless. And if  
20 it's convenient enough, I'll present the three  
21 members of the panel who are my witnesses, and  
22 Attorney Motel will then present the AT&T  
23 witnesses. So we have Keith Coppins, Doug Roberts  
24 and Russ Dasta.

25                   THE VICE CHAIR: Attorney Bachman,

1       please administer the oath.

2                   ATTORNEY BACHMAN: If the witnesses  
3       could please just raise their right hand.

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

7                   having been first duly sworn by Attorney  
8       Bachman, testified on their oaths as follows:

9                   ATTORNEY BACHMAN: Thank you.

10                  THE VICE CHAIR: Thank you, Attorney  
11       Bachman.

12                  Attorney Motel.

13                  ATTORNEY MOTEL: Thank you, Mr.  
14       Morissette. Kristen Motel for AT&T from Cuddy &  
15       Feder. I'm joined by Harry Carey, director of  
16       External Affairs for AT&T; Gregory Costello,  
17       Senior Project Manager from SAI Group; and Martin  
18       Lavin, Radio Frequency Engineer for C Squared  
19       Systems on behalf of AT&T.

20                  THE VICE CHAIR: Thank you, Attorney  
21       Motel.

22                  Attorney Bachman, please administer the  
23       oath.

24                  ATTORNEY BACHMAN: Thank you, Vice  
25       Chair Morissette.

1                   Would the witnesses please raise their  
2                   right hand.

3                   H A R R Y    C A R E Y,  
4                   G R E G O R Y    J O H N    C O S T E L L O,  
5                   M A R T I N    L A V I N,

6                   having been first duly sworn by Attorney  
7                   Bachman, testified on their oaths as follows:

8                   ATTORNEY BACHMAN:   Thank you.

9                   THE VICE CHAIR:   Thank you, Attorney  
10                   Bachman.

11                   Attorney Ball and Attorney Motel,  
12                   please begin by verifying all the exhibits by the  
13                   appropriate sworn witnesses.

14                   ATTORNEY BALL:   Thank you, Mr.  
15                   Morissette.

16                   DIRECT EXAMINATION

17                   ATTORNEY BALL:   I'll start with Mr.  
18                   Coppins, if you can unmute yourself.  All right.  
19                   Mr. Coppins, did you prepare, assist or supervise  
20                   in the preparation of Exhibits 1 through 5?

21                   THE WITNESS (Coppins):   I did.

22                   ATTORNEY BALL:   Do you have a  
23                   correction or revision to one of the interrogatory  
24                   responses in Exhibit 5?

25                   THE WITNESS (Coppins):   I do.

1                   ATTORNEY BALL: Okay. And I'm going to  
2 focus your attention on Interrogatory Number 2  
3 where the applicants were asked if they received  
4 comments since the application was submitted to  
5 the Council, and at that point we said we had not.  
6 Do you want to revise that response now?

7                   THE WITNESS (Coppins): Yes.

8                   ATTORNEY BALL: Would it be more  
9 accurate to say that recently through the Siting  
10 Council we have received the following four  
11 comments: A letter from the East Lyme Zoning  
12 Commission dated January 15, 2026; a letter from  
13 the East Lyme First Selectman dated January 21,  
14 2026; an email from Anne Santoro dated January 21,  
15 2026; and an email from Richard England dated  
16 January 22, 2026?

17                   THE WITNESS (Coppins): Yes.

18                   ATTORNEY BALL: Aside from the revision  
19 to that response, do you have any other revisions  
20 or corrections to any of the other exhibits?

21                   THE WITNESS (Coppins): I do not.

22                   ATTORNEY BALL: Okay. Are the exhibits  
23 true and accurate to the best of your knowledge  
24 and belief?

25                   THE WITNESS (Coppins): They are.

1                   ATTORNEY BALL: And do you request that  
2 the Council accept those exhibits as full exhibits  
3 today?

4                   THE WITNESS (Coppins): Yes.

5                   ATTORNEY BALL: And Mr. Morissette, if  
6 I could just briefly, I'll inquire of Mr. Roberts  
7 and then Mr. Dasta as well.

8                   Mr. Roberts, did you prepare, assist or  
9 supervise in the preparation of Exhibits 1 through  
10 5?

11                  THE WITNESS (Roberts): I did.

12                  ATTORNEY BALL: Other than Mr.  
13 Coppins's correction to Interrogatory Number 2, do  
14 you have any other revisions or corrections to the  
15 exhibits?

16                  THE WITNESS (Roberts): No, I don't.

17                  ATTORNEY BALL: Are they true and  
18 accurate to the best of your knowledge and belief?

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

20                  ATTORNEY BALL: Thank you. And  
21 finally, Mr. Dasta, there you are, did you  
22 prepare, assist or supervise in the preparation of  
23 Exhibits 1 through 5?

24                  THE WITNESS (Dasta): I did.

25                  ATTORNEY BALL: Do you have any

1 revisions or corrections to the exhibits other  
2 than the one Mr. Coppins referenced a minute ago?

3 THE WITNESS (Dasta): I do not.

4 ATTORNEY BALL: Are the exhibits true  
5 and accurate to the best of your knowledge and  
6 belief?

7 THE WITNESS (Dasta): They are.

8 ATTORNEY BALL: Thank you. And if I  
9 could turn it over to Attorney Motel.

10 ATTORNEY MOTEL: Thank you, Attorney  
11 Ball. I'm going to ask my witnesses to verify the  
12 exhibits identified in the hearing program under  
13 Roman numeral II-B-1 through 5.

14 Did you prepare, assist in the  
15 preparation of, or review the information relied  
16 upon in the preparation of the exhibits  
17 identified?

18 THE WITNESS (Lavin): Martin Lavin.

19 Yes.

20 THE WITNESS (Carey): Harry Carey.

21 Yes.

22 THE WITNESS (Costello): Gregory  
23 Costello. Yes.

24 ATTORNEY MOTEL: And do you have any  
25 updates or corrections to the identified exhibits?

1                   THE WITNESS (Lavin): Martin Lavin.

2                   No.

3                   THE WITNESS (Carey): Harry Carey. No.

4                   THE WITNESS (Costello): Gregory

5                   Costello. No.

6                   ATTORNEY MOTEL: Is the information

7                   contained in the identified exhibits true and

8                   accurate to the best of your belief?

9                   THE WITNESS (Lavin): Martin Lavin.

10                  Yes.

11                  THE WITNESS (Carey): Harry Carey.

12                  Yes.

13                  THE WITNESS (Costello): Gregory

14                  Costello. Yes.

15                  ATTORNEY MOTEL: And do you adopt these

16                  exhibits as your testimony?

17                  THE WITNESS (Lavin): Martin Lavin.

18                  Yes.

19                  THE WITNESS (Carey): Harry Carey. I

20                  do.

21                  THE WITNESS (Costello): Gregory

22                  Costello. Yes.

23                  ATTORNEY MOTEL: Thank you,

24                  Mr. Morissette. We'll offer these exhibits for

25                  examination by the Council.

1                   THE VICE CHAIR: Does any party or  
2 intervenor object to the admission of the  
3 applicants' exhibits?

4                   Attorney Deans?

5                   MS. DEANS: No objection. Thank you.

6                   THE VICE CHAIR: Thank you. Kenneth  
7 Thomas?

8                   MR. THOMAS: No.

9                   THE VICE CHAIR: Thank you. The  
10 exhibits are hereby admitted.

11                   (APPLICANTS' EXHIBITS II-B-1 THROUGH  
12 II-B-5: RECEIVED IN EVIDENCE - DESCRIBED IN  
13 INDEX.)

14                   ATTORNEY MOTEL: Mr. Morissette, if I  
15 may. We also requested administrative notice be  
16 taken of Docket 500 from the Siting Council. So  
17 we have no objection to the administrative notice  
18 list from earlier. We're just requesting  
19 administrative notice additionally be taken of  
20 Docket Number 500, which was for Milford.

21                   THE VICE CHAIR: Thank you. Attorney  
22 Bachman, I take it we would ask if there were any  
23 objections from the other parties for  
24 administrative notice?

25                   ATTORNEY BACHMAN: Vice Chairman

1       Morissette, I believe that the other parties had  
2       an opportunity to object. And since it is a  
3       Council record, I don't think it's necessary for  
4       us to go through the exercise. It's ours. Thank  
5       you.

6                   THE VICE CHAIR: Okay. So basically  
7       it's already included. Okay. Thank you. Okay.  
8       Very good.

9                   ATTORNEY BALL: Our witnesses  
10      collectively are available to be questioned.  
11      Thank you, Mr. Morissette.

12                  THE VICE CHAIR: Thank you. We'll now  
13      begin with cross-examination of the applicants by  
14      the Council starting with Mr. Perrone followed by  
15      Mr. Golembiewski.

16                  Mr. Perrone, good afternoon.

17                  CROSS-EXAMINATION

18                  MR. PERRONE: Good afternoon.

19      Referencing Application Exhibit A, it appears that  
20      an earlier version of the Council's application  
21      guide was used to develop the application rather  
22      than the current 2024 version. My question is,  
23      how does the application comply with the current  
24      2024 Council Application Guide?

25                  ATTORNEY BALL: If you'd like, I should

1 answer that. In fact, if we, I believe that we do  
2 substantially or completely comply with the new  
3 guidelines. I don't believe that there is  
4 anything contained in the new guidelines that have  
5 not been complied with. Sorry, I know I'm not  
6 under oath, but, you know, I just wanted to  
7 clarify that, Mr. Perrone.

8 MR. PERRONE: Thank you. Referencing  
9 the response to Council Interrogatory 3 and  
10 Council Administrative Notice Item 71, this is  
11 regarding Eversource's policy on the installation  
12 of antennas on electric transmission structures.  
13 What is the total length of the lease in years  
14 with Eversource for the existing facility on the  
15 transmission structure?

16 THE WITNESS (Coppins): I believe we'd  
17 let AT&T answer that question.

18 THE WITNESS (Carey): Harry Carey for  
19 AT&T. I'm not aware of the length of the lease at  
20 this time. We can return the answer to the  
21 Council.

22 THE VICE CHAIR: Hopefully, that's  
23 something that we can obtain during the hearing,  
24 possibly at the break.

25 ATTORNEY MOTEL: We can obtain after

1       recess, Vice Chair Morissette. Thank you.

2                   THE VICE CHAIR: Very good. Thank you.

3       Please continue.

4                   MR. PERRONE: And if I may add to that  
5       question also when the lease expires.

6                   Regarding the electric transmission  
7       line that contains the collocation, what is the  
8       line voltage of that transmission line?

9                   THE WITNESS (Coppins): Maybe Mr.  
10      Roberts can get that information during the break  
11      as well.

12                  THE WITNESS (Roberts): I'll dig into  
13      that. Thank you.

14                  MR. PERRONE: Why is it difficult to  
15      maintain and upgrade a facility on a transmission  
16      structure?

17                  THE WITNESS (Roberts): I certainly can  
18      answer that question. Were any work to be done on  
19      a transmission line structure, that line has to be  
20      shut off obviously with lockout tagout, you know,  
21      at both substations on each end of that line they  
22      have to shut down. And that can only be done when  
23      there's ability to reroute power through another  
24      means of getting to the other end of that. You  
25      know, it's kind of a web, it's not a continuous, a

1 line of power lines, if you will.

2 In doing so, they have to really do  
3 that work only in the shoulder seasons, which  
4 would be the spring and the fall when there's not  
5 a large demand for electric for heat and  
6 air-conditioning. So that kind of limits the area  
7 of work that can be done. So if we had an antenna  
8 go bad or AT&T, excuse me, has an antenna going  
9 bad or something on that tower, there would be a  
10 chance that there would be six months minimum  
11 before they could -- or six months before they  
12 could actually change that out. And that's all  
13 subject to Eversource's decisions as to, if that  
14 line gets shut down that date, they give you a  
15 date, a window, and all subject to the morning of.  
16 And if something happens somewhere on the line,  
17 they'll cancel that out and it will have to be  
18 rescheduled, and that could be another six-month  
19 wait.

20 MR. PERRONE: My next question is RF  
21 related for AT&T. Referencing the response to  
22 Council Interrogatory 9, the applicants indicate  
23 that the Ancient Highway site would provide  
24 redundant coverage. What existing AT&T site  
25 provides that redundant coverage?

1 THE WITNESS (Lavin): Martin Lavin, C  
2 Squared Systems, on behalf of AT&T. The site is I  
3 believe on the, it's the one that was on the tower  
4 at CT1345. It is the one northeast of this site  
5 on the hilltop. I don't recall the docket number,  
6 but it was rebuilt as a silo eventually. And it  
7 would be redundant of the coverage with that site.

20 MR. PERRONE: Any idea about the height  
21 on the tower or not yet?

22 THE WITNESS (Coppins): We told them  
23 what heights we had, and they didn't say that they  
24 needed anything taller, but it doesn't mean that  
25 -- they didn't say that they needed something

1       taller.

2                    MR. PERRONE: Referencing the response  
3                    to Council Interrogatory 13, updated site plans  
4                    were included. My question is, why were updated  
5                    site plans developed, and could you summarize the  
6                    changes in those site plans?

7                    THE WITNESS (Roberts): Certainly.  
8                    Doug Roberts. We, ARX, working with the landlord,  
9                    determined that we would be better off leasing the  
10                   complete back section of that area because it was  
11                   unused. Even though we had our site originally in  
12                   a smaller section that was doable, but this gives  
13                   us a little bit extra room in case, in fact, the  
14                   town decided to go on it. And that keeps our  
15                   lease area outside of the existing parking area  
16                   that was approved by the town in 2009.

17                   The tower itself, I just want to  
18                   quantify that the tower itself, nothing changed on  
19                   the tower location or its height. It was just a  
20                   ground structure adjustment.

21                   MR. PERRONE: Referencing the response  
22                   to Council Interrogatory 13, is the overflow  
23                   parking area located on the host parcel or on a  
24                   separate parcel?

25                   THE WITNESS (Coppins): Keith Coppins,

1 ARX Wireless. That is on the adjacent parcel  
2 which is owned by the same landowner that leases  
3 space to the tenant that we're locating our tower  
4 on.

5 MR. PERRONE: If parking spaces were  
6 eliminated within the overflow area, who would be  
7 responsible for compliance with town regulations?

8 THE WITNESS (Coppins): Doug can answer  
9 that.

10 THE WITNESS (Roberts): I can answer  
11 that. We are not taking up any parking spaces.  
12 On our sheet, on the revised sheet C101, I've  
13 outlined the parking layout that was approved by  
14 the town in 2009, and that allowed for the, I  
15 believe it's -- let me quantify that. They had 44  
16 spaces required for the restaurant, and they  
17 provided 46.

18 The only thing that we're eliminating,  
19 or I can't even say eliminating, the original site  
20 plan had a satellite dish back along the fence  
21 line on the west side, and there was two horseshoe  
22 pits that, you know, were there, but they're not  
23 there now. So we in fact take no parking away  
24 from this project restaurant. Thank you.

25 MR. PERRONE: Would you require a

1       staging area for construction purposes; and if so,  
2       where would it be?

3                   THE WITNESS (Roberts): We will, and  
4       that would be just to the north of the tower site  
5       within our lease parcel. Most of the time, we  
6       will remove all the swales from the site because  
7       there's usually, not suitable for backfill. We'll  
8       bring in engineered material to the site to do any  
9       backfilling.

10                  MR. PERRONE: Referencing the response  
11       to Council Interrogatory 41, in what location has  
12       the host parcel owner requested the light to be  
13       installed to illuminate the rear portion of the  
14       parking lot?

15                  THE WITNESS (Coppins): We had  
16       suggested that somewhere in the back portion to --  
17       there's no lighting back there now. It was a  
18       request from him. So I think that we could  
19       address the actual location of that site if it's  
20       approved during the D&M plan.

21                  MR. PERRONE: Next is a few general  
22       cost questions for ARX. Referencing the response  
23       to Council Interrogatory 20 and pages 35 and 36 of  
24       the application, would the approximately 374K AT&T  
25       costs be in addition to the 330K facility cost?

1                   THE WITNESS (Coppins): Keith Coppins  
2 with ARX. The ARX cost is simply the cost to  
3 construct the site. AT&T's cost is what they've  
4 determined what their costs are.

5                   MR. PERRONE: And the 330K ARX cost  
6 estimate, would that stay pretty much the same  
7 even with the revised compound?

8                   THE WITNESS (Coppins): Yes, we don't  
9 see any additional cost with that.

10                  MR. PERRONE: Referencing the response  
11 to Council Interrogatory 24, the construction  
12 hours are 6 a.m. to 3 p.m. Were these hours  
13 selected in coordination with the restaurant for  
14 the safety of patrons and staff during hours of  
15 operation?

16                  THE WITNESS (Coppins): Keith Coppins,  
17 ARX. It wasn't in safety of. It was in  
18 conjunction with he didn't want to -- his  
19 restaurant operates, I believe, from 11 o'clock  
20 on, but his happy hour is what he's concerned  
21 about. So we limited our construction time to  
22 eliminate, to be off site during his happy hour  
23 and dinner hours, which is the most time that most  
24 patrons are on the premises.

25                  MR. PERRONE: Referencing the response

1 to Council Interrogatory 46, would the applicants  
2 develop a spill prevention and countermeasures  
3 plan or BMPs to protect the aquifer protection  
4 area?

5                   THE WITNESS (Coppins): I believe  
6 that's Mr. Roberts.

7                   THE WITNESS (Roberts): Yes. I guess  
8 there's two pieces to that. There's the piece for  
9 during construction, and yes, we will, we normally  
10 have a spill plan in place. And we can talk about  
11 the aquifer and post-construction. Right now  
12 Verizon and AT&T have both proposed diesel backup  
13 generators, and this falls under the aquifer  
14 protection agency regulations for the Town of East  
15 Lyme.

16                  They do -- and we understand, we want  
17 to protect their aquifer. And, you know, we have  
18 natural gas available on the street, which that is  
19 an alternate that has been suggested, and it's  
20 exempt from a prohibited use. If we make a  
21 generator, natural gas or propane, it's exempt  
22 from a regulated activity. So if the carriers  
23 were looking to put their generators in, we would  
24 help them get that resolved with Eversource Energy  
25 and bring in a gas line with their support.

1                   MR. PERRONE: Tied in with protecting  
2 the APA, the proposed generator, which is diesel,  
3 would it have containment measures for the  
4 generator fluids like fuel oil and coolant?

5                   THE WITNESS (Costello): Gregory  
6 Costello. Correct, it would have containment  
7 measures.

8                   MR. PERRONE: Okay. And returning to  
9 the natural gas generator topic, Council  
10 Interrogatory 46 response, ARX has investigated  
11 bringing natural gas to the site, and Response 36  
12 indicates AT&T believes it's typically cost  
13 prohibitive to do so. If ARX brings natural gas  
14 service to the site, would AT&T use it for their  
15 generator?

16                   THE WITNESS (Costello): Gregory  
17 Costello, SAI, on behalf of AT&T. Yes, if they  
18 brought it in, we would consider it.

19                   MR. PERRONE: And back to Mr. Roberts.  
20 Are there any updates on the cost estimate per  
21 discussion with Eversource to bring gas from the  
22 street to the compound?

23                   THE WITNESS (Roberts): No, there  
24 hasn't. And one of the discussions we always have  
25 with the gas company is they're, you know,

1 obviously regulated by PURA, and, you know, we've  
2 gone most recently, you know, a fairly recent  
3 application that we did there in Westport, there  
4 was no charge for the gas because we had proposed  
5 all the generators to being on natural gas, so  
6 they wrote it in for free because they can  
7 amortize the usage over time.

8 As, you know, each carrier likes to or  
9 use natural gas or not, it affects the -- the  
10 construction costs remain the same, and the return  
11 on investment can't get amortized over a period  
12 that they're allowed to. So that usually then  
13 causes the cost to increase.

14 One of the items I guess I'd like to  
15 say is, you know, even if they were to put a  
16 diesel generator on that site, they have to do all  
17 the recording with DEEP as well as the town.  
18 There's strict regulations for keeping tally on  
19 fuel sources that are sitting on that aquifer.  
20 So, although there might be some additional costs  
21 due to a fuel line, there's also no need for this  
22 additional regulatory recording.

23 THE WITNESS (Costello): I'd also --  
24 Greg Costello, SAI, on behalf of AT&T -- I just  
25 wanted to add to that a little bit as well. While

1       it is AT&T's preference to use diesel, they would  
2       consider it if it were brought in. But there are  
3       some limitations to natural gas as well from an  
4       operational and reliability stance, and that's why  
5       the diesel fueled generator would be preferred,  
6       not to mention cost effectiveness as well.

7                    MR. PERRONE: Also on the generator  
8       topic, response to Council Interrogatory 47, the  
9       generator has a noise attenuation cover. My  
10      question is, approximately how many decibels of  
11      sound attenuation would you get from that?

12                  THE WITNESS (Costello): I would need  
13      to look that up.

14                  THE WITNESS (Coppins): I think Mr.  
15      Roberts is looking that up.

16                  THE WITNESS (Roberts): Yeah, I think  
17      this was a category 2 cover. They don't list it.  
18      Let me take that as a homework assignment, and  
19      perhaps we can get that information back to you.  
20      Thank you.

21                  MR. PERRONE: Moving on to safety,  
22       response to Council Interrogatory 51, in the event  
23       of a fire, the power would be turned off via the  
24       main electrical meter center. So my question is,  
25       how does that work, does each carrier have its own

1       breaker or disconnect, what do you have for  
2       shut-offs for each carrier?

3                   THE WITNESS (Roberts): Each carrier  
4       would have its own separate meter. We typically  
5       put a 6-gang meter center in. Eversource's policy  
6       is to have a main disconnect even though by  
7       National Electric Code six meters allow us to shut  
8       the power off to the site with six turns of the  
9       hand, if you will, the breakers. But they've come  
10      back and now have implemented a main disconnect so  
11      they can just one shot shut everything off. But  
12      typically on a site all the power is shut off, and  
13      that's outside the fence area too right now.

14                  MR. PERRONE: And in the event of an  
15       emergency shutdown where the whole site is shut  
16       down, how do you prevent the generators from  
17       starting up?

18                  THE WITNESS (Roberts): I can't answer  
19       that question. I have to ask AT&T or let AT&T  
20       respond to that.

21                  THE WITNESS (Costello): Gregory  
22       Costello. They're monitored by the NOC 24 hours a  
23       day, seven days a week. If they need to be shut  
24       down, then the NOC would advise the field  
25       technician who would do it manually.

1                   MR. PERRONE: I have a question about  
2 the tower perhaps for Mr. Roberts. Do you have  
3 the widths of the tower at the top and the bottom  
4 in feet?

5                   THE WITNESS (Roberts): No, I don't. I  
6 can certainly take it as a homework assignment  
7 getting one of similar -- we haven't, you know,  
8 priced this tower out yet, but we've certainly  
9 done towers of similar heights, and I can get you  
10 that information.

11                  MR. PERRONE: Okay. Moving on to a few  
12 environmental questions. Response to Council  
13 Interrogatory 56, would the tower comply with the  
14 U.S. Fish and Wildlife Service guidelines for  
15 protecting birds?

16                  THE WITNESS (Coppins): Keith Coppins.  
17 We did a migratory bird analysis, and I think it's  
18 exhibit -- Mr. Ball can help me out what exhibit  
19 number that is, but we did comply with that.

20                  MR. PERRONE: And this is related to  
21 visibility. Is the proposed facility proximate to  
22 any state designated scenic roads?

23                  THE WITNESS (Dasta): Russ Dasta, VSS.  
24 We did not identify any.

25                  MR. PERRONE: What is the approximate

1 distance from the proposed facility to the 30-1  
2 Ancient Highway facility?

3 THE WITNESS (Roberts): I can answer  
4 that, I guess. I have it as .92 miles southwest  
5 of our site.

6 MR. PERRONE: And my last few questions  
7 are for AT&T and they are RF related. Referencing  
8 the AT&T coverage map existing without the  
9 decommissioned site, could you tell us  
10 approximately where on the map the 30-1 Ancient  
11 Highway facility is located?

12 THE WITNESS (Lavin): Martin Lavin  
13 here. It's roughly halfway between CT1345 and the  
14 proposed site, maybe a little south of the line  
15 right between the two.

16 MR. PERRONE: Referencing the response  
17 to Council Interrogatory 9, could you explain why  
18 the Ancient Highway site would not replace the  
19 half mile of I-95 coverage lost by the  
20 decommissioned?

21 THE WITNESS (Lavin): Basically --  
22 Martin Lavin -- it's a two-prong reason we  
23 wouldn't use it. It's redundant of site 1345's  
24 coverage, and there is a hill to its southeast  
25 that prevents it from covering just about around

1 half of a mile of I-95 that will lose coverage  
2 when the current site is decommissioned.

3 MR. PERRONE: Would the Ancient Highway  
4 facility improve AT&T's coverage along Route 1,  
5 Boston Post Road?

6 THE WITNESS (Lavin): It might, but it  
7 is not the proper site to do that. The site, as  
8 it stands, would duplicate a great deal of  
9 coverage from the 1345 site. An appropriate  
10 facility would be much further down the side of  
11 the mountain closer to Boston Post Road, Route 1.

12 MR. PERRONE: So does that mean it  
13 could provide coverage along Route 1 but that  
14 would be outside your target?

15 THE WITNESS (Lavin): It could provide  
16 coverage along Route 1, but it would do more harm  
17 than good.

18 MR. PERRONE: Okay. That's all I have  
19 for the applicants. Thank you.

20 THE WITNESS (Lavin): Thank you.

21 THE VICE CHAIR: We'll continue with  
22 cross-examination of the applicants by Mr.  
23 Golembiewski followed by Mr. Nguyen.

24 Mr. Golembiewski.

25 MR. GOLEMBIEWSKI: Thank you, Vice

1 Chair. I just have a few questions.

2 I guess my first questions are based on  
3 site selection. I noticed that DOT runs, the I-95  
4 corridor runs right through, you know, the project  
5 site search area. Why doesn't anyone reach out to  
6 Connecticut DOT for a potential tower site?

7 THE WITNESS (Coppins): This is Keith  
8 Coppins, ARX Wireless. We've been reaching out to  
9 DOT for years, and it becomes a futile effort. We  
10 want to. We would love to use it. Our Westport  
11 docket that we did, we reached out to them in  
12 depth and in detail of what we wanted to do, and  
13 it took us months to get responses. And at the  
14 end of the day, we just don't get a response from  
15 them, and actually they don't even really want to  
16 deal with us. So while we recognize that it's  
17 there, and sometimes it's the easiest thing or it  
18 seems like a logical thing to do, it just doesn't  
19 work. I mean, it just is a lot of work to get to  
20 where you're going nowhere.

21 MR. GOLEMBIEWSKI: I work for a state  
22 agency, so I can kind of understand where you're  
23 coming from. Did the town offer up any properties  
24 or any potential sites?

25 THE WITNESS (Coppins): So, the initial

1 answer is no. However, during the 90-day  
2 technical report, the municipal consultation  
3 period, we reached out to -- obviously, we sent  
4 them our application, a technical report, and  
5 typically, and did at this time, we reached out to  
6 the officials of the town which we got no  
7 response. That was usually -- we usually do that  
8 two weeks after they have received the technical  
9 report. Usually about a month later, we reach out  
10 again to see if they have any need, do you want to  
11 speak about the site, do you want to speak about  
12 the application, do you want to offer up anything,  
13 similar to what we did in Docket 544 which was  
14 Norwich, and we then again received no response at  
15 all.

16 At the end of the 90 days, we have --  
17 and the third team we've reached out to them again  
18 with no response, we took it that they didn't  
19 care, didn't have any options that they wanted us  
20 to look at, and we then later filed the  
21 application with the Connecticut Siting Council.  
22 Post application to the Connecticut Siting  
23 Council, that's when the town reached out to us  
24 and asked us to come in. I think they reached out  
25 to us in October. We had a meeting in November

1       which we -- this is after the application was  
2       applied for with the Connecticut Siting Council.

3               And while we probably didn't need to be  
4       there, we still want to be good citizens and good  
5       neighbors, and so we met with them at their  
6       hearing in November, at which point they wanted to  
7       know more about, well, did you look at this, and,  
8       you know, why didn't you use this property, but it  
9       wasn't any particular specific property that they  
10      wanted us to look at which is what the municipal  
11      consultation 90-day period is used for before we  
12      spend a lot of money going before and getting the  
13      application before you guys.

14               So initially, no they did not.

15       Afterwards they did. And that's where, you know,  
16       we were a little caught off guard that there was a  
17       lot of information coming afterwards.

18               MR. GOLEMBIEWSKI: Okay. Appreciate  
19       that. I'm going to just touch visibility for a  
20       little bit, and I'm going to go to the visual  
21       assessment. And I'm going to go and, I want to,  
22       I'm going to refer to the photolog which is page 2  
23       but it's really, I think, page 9 maybe, and I'm  
24       looking at the different photo numbers. And when  
25       I look at the photo numbers, clearly number one

1 has the most prominent visibility, which I'm just  
2 confirming here is pretty much right across the  
3 street, Flanders pretty much due east maybe right  
4 over the -- or I guess maybe northeast of the  
5 site.

6 THE WITNESS (Dasta): Russ Dasta, VSS,  
7 we created this. Yes, that is correct.

8 MR. GOLEMBIEWSKI: Okay. And as I look  
9 at this, and I'm just, you know, ballparking it,  
10 is that about the top 100 feet, 90 feet of the  
11 tower that's visible from this location?

12 THE WITNESS (Dasta): I believe we  
13 actually did an estimate of that in the report.  
14 It's somewhere around, I believe it's around 70  
15 feet.

16 MR. GOLEMBIEWSKI: Okay. And then as I  
17 look at the different photos, it appears that, you  
18 know, sort of as you go along Flanders and, you  
19 know, maybe this is sort of standard, but it looks  
20 like there is not, you know, you go a pretty  
21 significant distance, at least a quarter of a mile  
22 plus, down before you take another photo.

23 So I guess my question to you is, as I  
24 look, go from, say, photo 1 to 4 or from photo 1  
25 towards, I guess, photo 6-ish north and south, how

1       does that prominence work? So it's, say, 70 feet  
2       here. As I go north from this towards photo 4,  
3       the visible part of the tower, I'm assuming  
4       there's some sort of model, some type of, you  
5       know, transition from 70 feet visibility down to  
6       what you see in 4 which is, you know, at a quarter  
7       of a mile away you're only seeing, say, the top 20  
8       feet of it or so. Is it just a regular sort of,  
9       you know --

10                   THE WITNESS (Dasta): Unfortunately --  
11        yeah, I think I understand what you're asking.  
12        Unfortunately, there's no linear real  
13        relationship. There is, if the ground was flat  
14        where you're standing and where the site is and  
15        there were no differences in the actual DEM and  
16        there were no differences in height for the DSM,  
17        the different things that are in between you. So  
18        there is a linear relationship in how big it looms  
19        in your vision, but how that changes with where  
20        you're standing is difficult to assess depending  
21        on where you're standing at the elevation that  
22        you're standing. I hope I answered that.

23                   MR. GOLEMBIEWSKI: How about let's talk  
24        qualitative then because one of the town's  
25        concerns is that this is looming over their

1       streetscape and their, you know, sort of one of  
2       their, I guess, mixed use commercial/residential  
3       areas. If we talk qualitative, like photo 1 to me  
4       does kind of loom and is somewhat prominent, but  
5       then as you move away -- so if we just said  
6       qualitatively the prominence of this as you are  
7       along Flanders Road, are you, you know, 1,000 feet  
8       from it where it's not going to be sort of so  
9       present in your periphery or in your view?

10                   THE WITNESS (Dasta): Russ Dasta, VSS.  
11       Unfortunately, there's no real standard for what  
12       that means, you know, each person would believe.  
13       If you wanted me to venture some kind of estimate,  
14       you know, I would be very cautious about doing  
15       that, but I would also say that as you get further  
16       away, it becomes less prominent, obviously. The  
17       first shot there is a worst-case scenario because  
18       you're literally directly in front of the  
19       building, and I believe we're about, I think we  
20       estimated that at like 350 feet away from the  
21       actual tower.

22                   MR. GOLEMBIEWSKI: Okay. Is there  
23       any -- I mean, I kind of know the answer to this,  
24       but it's nice to get it in the record. Is there  
25       any stealthing that you could do to make this less

1 prominent in this photo simulation?

2 THE WITNESS (Dasta): I believe those  
3 things are possible, but in all of the stealthing  
4 situations that we've seen, unless there is a  
5 significant forest around, a tree doesn't work  
6 unless it's on a farm, a silo doesn't work. And  
7 all of these things tend to make the tower look  
8 larger and loom larger in your view.

9 MR. GOLEMBIEWSKI: And the basic  
10 stainless, you know, the basic gray versus blue  
11 versus brown, it really --

12 THE WITNESS (Dasta): Russ Dasta, VSS.  
13 Yeah, we've tried every color. They don't  
14 disappear. But what does happen is the gray works  
15 best in almost every situation whether it's a  
16 sunny day or a gloomy day or whether, you know,  
17 it's snowing or whether it's summertime. You  
18 know, the gray itself kind of blends best from  
19 what we've seen.

20 MR. GOLEMBIEWSKI: Okay. Thank you.

21 THE WITNESS (Coppins): If I can just  
22 jump in on that. I've kind of been around a while  
23 now. And way back in the early days of SNET, we  
24 did some blue towers and they were painted and  
25 they stood out more than the gray towers, and

1 that's why we kind of -- they weather gray.  
2 Really there's no maintenance to them. We don't  
3 have to go back out and paint them and then they  
4 just shine again. So, we've constantly pushed  
5 back on painting unless it was a brown in a  
6 forest, whatever. But at the end of the day, the  
7 color blue that you brought up wasn't one that  
8 ever worked even with us way back in the day when  
9 SNET was doing those, so we try to stay with the  
10 weathered gray. I just wanted to add that for the  
11 record.

12 MR. GOLEMBIEWSKI: Thank you. That's  
13 all I have. Thank you, Vice Chair. Thank you,  
14 panel.

15 THE VICE CHAIR: Thank you, Mr.  
16 Golembiewski. We'll now continue  
17 cross-examination of the applicants by Mr. Nguyen  
18 followed by Mr. Carter.

19 Mr. Nguyen.

20 MR. NGUYEN: Thank you, Mr. Vice Chair.  
21 Just a few follow-ups. Earlier Mr. Perrone asked  
22 a question regarding why is it difficult to  
23 maintain AT&T facility on an electric  
24 transmission, and I know that Mr. Roberts offered  
25 an explanation. I appreciate that, but I would

1 like to hear from AT&T. So the question to AT&T,  
2 why is it difficult to maintain your facility,  
3 existing facility on Eversource's transmission  
4 structure?

5 THE WITNESS (Lavin): This is Martin  
6 Lavin. It's a maintenance headache, to say the  
7 very least. Scheduling an outage to get anyone up  
8 there is, six months was mentioned. My experience  
9 in this and other markets is it's on the order of  
10 years. This seems like a very high voltage line  
11 going through here, a main supply that's very  
12 difficult to take offline. And for us to go up  
13 there and do maintenance on it, I know, I've known  
14 sites in other markets where they're limited on  
15 spectrum because they were five years trying to  
16 get antennas replaced that were only for the  
17 original 850 megahertz. We change technologies  
18 and antennas on a fairly regular basis, and it's  
19 very very difficult to get an outage scheduled.

20 The only other way to do it is by  
21 sending a helicopter up there and lowering someone  
22 down to the antennas. Today I miss former council  
23 member Ashton because I'm sure he would have  
24 expressed his distaste for that idea safety wise.  
25 If we're not going on them whenever we can help

1       it, we're getting off the ones that we're on if  
2       there are alternatives. Especially with the pace  
3       of technology now, it really is a giant headache  
4       to have those antennas up there.

5                    MR. NGUYEN: Now, this question is for  
6       ARX or AT&T. Regarding the existing structure  
7       30-1 on Ancient Highway, which is in the record,  
8       so my question is, has ARX or AT&T looked at that  
9       structure? And I know coverage has been in the  
10      record that it's a challenge, but in terms of the  
11      structure itself, is it capable of handling other  
12      carriers' facility?

13                  THE WITNESS (Lavin): Martin Lavin,  
14       AT&T. Certainly we've done no independent  
15      structural analysis ourselves. All I know of in  
16      the record is the intervenor's statement that it  
17      can hold up certain things. So we have no -- in  
18      terms of structural ability to hold the antennas  
19      up, we don't have any information that we  
20      developed ourselves.

21                  MR. NGUYEN: Would ARX have any, offer  
22      any comment on that?

23                  THE WITNESS (Coppins): Keith Coppins  
24      with ARX. Doug Roberts can actually jump in, in a  
25      second. But Mr. Thomas has been around for a long

1 time, I know him, and typically he will build for,  
2 build a structure to hold antennas. I'm assuming  
3 that this tower is built to hold multiple  
4 carriers. I think Mr. Roberts went to the town  
5 and pulled the records for that, so I will let him  
6 expand on that.

7 THE WITNESS (Roberts): Sure. Thank  
8 you, Keith. Doug Roberts. I did go to the town.  
9 I didn't find anything on the structure at all nor  
10 did I find any plans for the site itself. I kind  
11 of drove by the tower, and it looks structurally  
12 capable of holding antennas, but an independent  
13 structural analysis, of course, would have to be  
14 done if it could be utilized. Right now maybe a  
15 month ago I drove by, and there were a few whips  
16 on the tower itself. It doesn't appear that the  
17 tower itself has been energized. There was a  
18 meter, a single meter slot there but nothing had  
19 been plugged in, so I'm not sure that the tower  
20 itself has been utilized at all. The whips had  
21 just coax running down one of the legs and a coil  
22 of, a remainder spooled up at the bottom. There  
23 was no radios, nothing that would make me believe  
24 that it was ever utilized.

25 MR. NGUYEN: Thank you.

1                   THE WITNESS (Lavin): I'll just  
2 mention, reiterate that for us it doesn't work  
3 from an RF perspective, yeah.

4                   MR. NGUYEN: A follow-up question for  
5 Mr. Costello. This is regarding the natural gas  
6 line backup generator. You mentioned earlier that  
7 having a natural gas line for the backup generator  
8 would have operational and reliability. So do you  
9 recall that, that was your answer; and if so, if  
10 you could elaborate on that.

11                  THE WITNESS (Costello): Thank you, Mr.  
12 Nguyen. Yes. Gregory Costello, SAI, on behalf of  
13 AT&T. There's a couple different factors, the  
14 fuel source being one of them. During outages,  
15 emergency scenarios, the natural gas lines can be  
16 diverted to primarily focus on more residential  
17 areas and emergency services and away from  
18 commercial use. This tower would obviously be  
19 commercial use, so that's one portion of it. If  
20 AT&T can control that fuel source by way of  
21 diesel, then that would be the preference to be  
22 able to fuel it themselves and have full control  
23 over it. Another factor would be just the  
24 start-up itself. Diesel starts up high RPMs,  
25 keeps everything in line to include the electrical

1       output to the site.

2                    MR. NGUYEN: Well, having a natural gas  
3       line versus diesel on a blue sky day, everything  
4       is moot, right, on a blue sky day everything is  
5       moot, but on a black sky day when you have  
6       extended power outages, would you think that  
7       having a natural gas line would sustain the  
8       continuity of communication services?

9                    THE WITNESS (Costello): I don't think  
10       it would matter on a blue sky day personally. The  
11       backup generator is for emergency use purposes,  
12       and it's there to recharge the batteries after the  
13       power has gone out.

14                   MR. NGUYEN: I'm sorry, could you  
15       clarify that? So when you have a power commercial  
16       failure, the backup generator, which is run by  
17       diesel, will continue to provide power to your  
18       antenna and equipment; is that correct?

19                   THE WITNESS (Costello): Correct.

20                   MR. NGUYEN: What I'm asking you is  
21       your diesel fuel is limited. I don't know how  
22       many hours would that last. How many hours would  
23       that last?

24                   THE WITNESS (Costello): I would have  
25       to go check to see how many hours the fuel itself

1       would last. The batteries that it charges last  
2       approximately four hours, but the diesel generator  
3       kicks on as soon as there's a draw on the  
4       batteries.

5                    MR. NGUYEN: So, if you have a natural  
6       gas line, and I'm trying to understand the  
7       objective of when you have a commercial power  
8       failure, you need power to the facility and having  
9       a natural gas line would help maintain the  
10      continuity should there be a long extended power  
11      failure which we have seen in the past. Is that  
12      correct?

13                  THE WITNESS (Costello): I think in  
14      part that's correct. However, AT&T has no control  
15      over that. Eversource would have the control over  
16      the flow of the power. So if they decide to  
17      divert it and have it -- have the gas more  
18      concentrated on residential dwellings over  
19      commercial use during an emergency scenario, which  
20      is not uncommon, then they might not have any of  
21      the fuel going to their site.

22                  MR. NGUYEN: Had that occurred in the  
23      past?

24                  THE WITNESS (Costello): I don't have  
25      any record at hand. They have the ability to do

1       it, Eversource does.

2                    MR. NGUYEN: What about diesel, diesel  
3       fuel, do you have control over the delivery of  
4       diesel fuel?

5                    THE WITNESS (Costello): Yeah, the  
6       field engineer would be delivering the diesel fuel  
7       and refueling it.

8                    MR. NGUYEN: In some cases where there  
9       is an interruption of delivery, would you have  
10      that control?

11                  THE WITNESS (Costello): The field tech  
12      or field engineer would have whatever is in his  
13      power to obtain the diesel fuel and deliver it on  
14      site, but that would be within AT&T's control.

15                  MR. NGUYEN: But I'm asking you about  
16      the delivery. If no one can deliver the diesel  
17      fuel to your site, would that be your control or  
18      without your control?

19                  THE WITNESS (Costello): It would be on  
20      the field engineer. I mean, there is not a  
21      contracted person delivering the fuel to the site.  
22      It would be the field engineer bringing the fuel  
23      to the site. I don't have an answer as far as an  
24      outside source other than that.

25                  MR. NGUYEN: In terms of bringing a

1 natural gas line to the compound, first of all,  
2 how many feet are we talking about from the  
3 compound to the road?

4 THE WITNESS (Costello): I'm going to  
5 have to tap Doug Roberts for that answer.

6 MR. NGUYEN: I would appreciate that,  
7 Mr. Roberts.

8 THE WITNESS (Roberts): Sure.

9 MR. NGUYEN: Do you know the distance?

10 THE WITNESS (Roberts): Sure. Doug  
11 Roberts. I believe it's about 350 feet, linear  
12 feet from the road. I did look at the gas. The  
13 gas is on the west side of Flanders Road from what  
14 I can see in the street for, you know, gas lines  
15 markings, all subject to verification, of course,  
16 with the gas provider.

17 I just could maybe help you a little  
18 bit on, you know, natural gas and emergency power  
19 and what's an emergency fuel source. They look at  
20 natural gas as not necessarily an emergency fuel  
21 source. And I'll use the example of we all saw  
22 the fires years ago in San Francisco where they  
23 had to shut the gas off because every building  
24 that caught on fire would have then just this  
25 flame of gas, and in that scenario they do shut

1 down all the gas. I haven't run into ever losing  
2 gas. It would be pretty difficult to. It's not  
3 like electricity that, you know, you might lose a  
4 line here so they power it a different way, and  
5 it's all overhead.

6                   Underground service is pretty reliable.  
7 And there are instances like, you know, I think  
8 Sandy where we were in places, I know I was at a  
9 cogen plant staffing a large cogen plant to make  
10 sure it stayed online just in case we lost power  
11 for a long period of time, but we never thought  
12 about losing natural gas that was, you know, it's  
13 underground. Unless it got ruptured by a road, it  
14 broke through it or something, it's pretty  
15 reliable.

16                   MR. NGUYEN: Thank you for that  
17 explanation.

18                   THE WITNESS (Roberts): You're welcome.

19                   MR. NGUYEN: Now, you mentioned earlier  
20 that there's a possibility that the natural gas  
21 line, if it deploys to this compound, it could be  
22 a part of a service that Eversource would provide;  
23 am I right?

24                   THE WITNESS (Roberts): Yes, Eversource  
25 is the provider of natural gas here. Similar to

1 our Ansonia site that we have actually in  
2 construction right now, Eversource is the natural  
3 gas supplier there. Similarly, Eversource wants  
4 easements and such. And normally like most of the  
5 sites that we've done with natural gas, we put a  
6 pad down, they run their line from the street to  
7 the meter bank, if you will, the manifold, and  
8 then each time a carrier comes online they expand  
9 the manifold to accommodate another meter. So  
10 it's pretty straightforward.

11 MR. NGUYEN: Thank you. So if that is  
12 the case, then the costs that were mentioned in  
13 the record could be less?

14 THE WITNESS (Roberts): Yeah, the cost  
15 is a very difficult item to get your arms around  
16 because they're run by PURA, totally understand  
17 that, but, you know, I've had them cost nothing,  
18 I've had them cost \$10,000 or more depending on  
19 how many carriers, the usage and, you know, the  
20 distance you're traveling from the street.

21 MR. NGUYEN: Well, the distance from  
22 the street to the compound, I'm assuming that is  
23 absorbed by Eversource as part of their policy for  
24 a typical distribution, so that cost alone is  
25 absorbed by Eversource, so in that case, ARX or

1 any carrier would not absorb that. That's what  
2 I'm trying to get at, they would not pay for that  
3 cost.

4 THE WITNESS (Roberts): Maybe I could  
5 use electric as an example. When we do an  
6 electric service, we just don't say, yeah, we're  
7 going to put a cell site in, here's the meter  
8 bank, here's where we're going to put a  
9 transformer, and they'll say yes thank you and  
10 we're going to replace the pole out front and  
11 we're running this wire here, and here's what we  
12 want for a contribution from you to do this work  
13 and we write them a check and they do that work.  
14 So it's not necessarily free, if you know what I  
15 mean.

16 MR. NGUYEN: Okay. So last question  
17 about that. If natural gas is considered going to  
18 the compound, who would be involved, is it ARX as  
19 the landlord of this facility or AT&T or Verizon  
20 as a tenant of the facility?

21 THE WITNESS (Coppins): Keith Coppins  
22 with ARX. Typically over the years, we have -- we  
23 don't need power. We don't need natural gas. We  
24 don't need generators at our site. We don't  
25 provide them. We don't provide backup power. So

1       we don't provide -- we haven't typically provided  
2       that service. However, over the last several  
3       years with ARX we've kind of provided that service  
4       to them. We did it in, I can't remember the  
5       docket, but it was ARX New Britain docket where  
6       AT&T had natural gas come in. Doug and I both, we  
7       worked together on it, we got the cost together,  
8       and AT&T -- we facilitated it at a service for  
9       AT&T. And we've been doing that with the Ansonia  
10      site more as a service because we're already doing  
11      the easement.

12                   So, at the end of the day, we would  
13       still facilitate that with them. We would try to  
14       split whatever cost they are with the carriers  
15       that are going on there. And if that's the case,  
16       if the Council and the carriers want, they want  
17       that and that's the only way we're going to get  
18       backup power, we would facilitate that and work  
19       with the carriers to split the cost between the  
20       users of that.

21                   THE WITNESS (Costello): I just want to  
22       add to that too from AT&T's angle as well.  
23       There's a degree of risk involved with the  
24       easements that get put in place as well. And I  
25       think it's a big ask for the carrier or for one

1 carrier to shoulder that risk if anything were to  
2 happen to that line and they're needing to be the  
3 one as the signer of the easement to fix whatever  
4 could potentially happen to that line if there was  
5 failure somewhere.

6 So generally when we look at these, the  
7 ask is to have the tower company sign the easement  
8 and to shoulder that responsibility of the line  
9 and then also to provide for the capital  
10 contribution from each carrier to allow for them  
11 to sign on and tap into it as well. And then any  
12 sort of draw that's taken from it can be managed  
13 by the tower company itself rather than the  
14 carriers managing other carriers' usage.

15 MR. NGUYEN: Thank you. That's all I  
16 have, Mr. Vice Chair. And thank you, panel.

17 THE VICE CHAIR: We'll continue with  
18 cross-examination of the applicants by Mr. Carter  
19 followed by Ms. Hall.

20 Mr. Carter.

21 MR. CARTER: Thank you, Mr. Vice Chair.  
22 I would like to thank my fellow councilors and Mr.  
23 Perrone for their wonderful line of questioning.  
24 And they actually addressed all my questions, so I  
25 will yield my time. Thank you.

1                   THE VICE CHAIR: Very good. Thank you,  
2 Mr. Carter. We'll now continue cross-examination  
3 by Ms. Hall followed by Dr. Williams.

4                   Ms. Hall.

5                   MS. HALL: Good afternoon. Most of my  
6 questions have been answered as well why the  
7 current tower is being decommissioned, et cetera.

8                   There's just one sort of follow-up on  
9 the natural gas issue because that's also where I  
10 had a lot of questions. And I want to thank Mr.  
11 Nguyen for really pointing out some of the issues  
12 there. It's, as most of these things are, a lot  
13 more complex than you think it can be.

14                  But I want to kind of challenge the  
15 statement that running a new utility -- in the  
16 interrogatory response to Interrogatory Number 36,  
17 running a new utility line from the street to the  
18 equipment compound is typically cost prohibitive  
19 for AT&T. What does that mean? What's cost  
20 prohibitive? I mean, what's the measure there?  
21 It sounds, as you all were kind of talking through  
22 this, it sounded more like it was an issue of  
23 control and risk and not cost. Is that true?

24                  THE WITNESS (Costello): Gregory  
25 Costello, SAI. I think one of the areas that Mr.

1 Nguyen had mentioned was something to the effect  
2 of Eversource probably footing that bill to some  
3 degree. I don't know how true that is. In fact,  
4 I don't think that's generally how it works. AT&T  
5 would have to pretty much -- if AT&T were the one  
6 to bring the line in, then AT&T would be the one  
7 paying for the cost of the construction to bring  
8 that line in as well.

9                   And there's also the fact that the time  
10 which is -- it takes a lot of time and effort and  
11 coordination to work with Eversource's attorneys  
12 and then AT&T having to hire attorneys as well to  
13 establish that easement to begin with as well. So  
14 I think ARX can probably suggest that those same  
15 cost obstacles would be posed to them if they were  
16 to bring it in as well, but that's my perspective  
17 on the cost.

18                   THE WITNESS (Roberts): Maybe I can  
19 just jump in on this. Doug Roberts. This has the  
20 Eversource power and Eversource energy, so we have  
21 natural gas, we have the same easement, we have  
22 the same group filing the easement. So it's  
23 almost, yeah, it's different than, let's say, I'll  
24 use Ansonia as an example because we're working on  
25 that right now where United illuminating is the

1 power company not requiring anything, no easement,  
2 not even a license agreement, no PCS agreements,  
3 but, you know, of course now they've asked us for,  
4 looking for an easement for bringing natural gas  
5 on site. In this case already, we have an  
6 easement in place for power, and I believe it will  
7 be the same identical easement for gas as well.

8 The other thing I just want to bring up  
9 is, they're responsible from the street to the  
10 manifold. That's their work. They put that line  
11 in themselves. Sometimes to save some cost for  
12 the carriers we'll do some backfilling, but they  
13 do all that and do the pressure testing and have  
14 that all inspected. So up until, just like I use  
15 power as an example where we're running power from  
16 the street, we run it to a UI transformer or an  
17 Eversource transformer, they're responsible for  
18 the wire and all that to the transformer. We're  
19 really just taking it from that transformer to the  
20 meter center.

21 MS. HALL: Okay. Thank you. Just a  
22 quick question on noise. The decibel limits from  
23 the cabinet, if I remember correctly, were 65 to  
24 70, but you've done no calculations of what the  
25 noise limits or what decibel limits would be at

1 the boundary, have you?

2 THE WITNESS (Costello): So I think we  
3 did provide for a calculation based off of the  
4 specs from the manufacturer.

5 MS. HALL: Can you refer me to that,  
6 because all I saw was a statement that you said  
7 the decibels coming off of the cabinet were 65 to  
8 70 and then you can apply a formula to it, but I  
9 didn't see the actual application of the formula.

10 THE WITNESS (Costello): I'm sorry, I'm  
11 mistaken, Ms. Motel, Attorney Motel just informed  
12 me. So we did not run a calculation. We can run  
13 a calculation. There's a portion of the specs  
14 that we did finally get back from the manufacturer  
15 of the cabinet, however, those specs have not been  
16 run in-house at the manufacturer with the  
17 attenuation on it. If that needs to happen, then  
18 we need to wait for them to either supply us with  
19 that or we can run it separately, but we would  
20 just need to seek your guidance on what the  
21 preference would be. Either way, AT&T is able to  
22 deliver whatever you'd like.

23 MS. HALL: Yeah, I think we need  
24 something more than what we've gotten on that  
25 since there's an apartment building with 72 units,

1 if I remember correctly, pretty close. So I would  
2 like to see some calculations. And that's all for  
3 me. Thank you.

4 THE VICE CHAIR: Thank you, Ms. Hall.

5 Attorney Motel, we've got a little  
6 dilemma here. I think asking for the noise  
7 calculation during a break is probably something  
8 that's not achievable. Is that correct?

9 ATTORNEY MOTEL: That's correct, Vice  
10 Chair Morissette. We would be able to provide a  
11 noise study as part of a post-hearing submission  
12 should it be acceptable to the Council. If the  
13 noise did not comply with the standards,  
14 attenuation would be required. We could provide  
15 it as a Late-Filed exhibit, and should the noise  
16 study demonstrate attenuation or, you know, we  
17 would have to put that in place.

18 Additionally, I believe what  
19 Mr. Costello was explaining was that there's no  
20 noise study that's been done from the manufacturer  
21 on the type of attenuation that could be provided,  
22 so we could also potentially provide that data as  
23 well as a Late-Filed exhibit since it wasn't  
24 available at the time of this hearing.

25 THE VICE CHAIR: Well, quite frankly,

1 I'm trying to stay away from Late-Files because I  
2 do not want to keep the record open for the mere  
3 fact of one Late-File.

4 ATTORNEY BACHMAN: Excuse me, Vice  
5 Chair Morissette.

6 THE VICE CHAIR: Yes.

7 ATTORNEY BACHMAN: Given the number of  
8 parties and intervenors that we have involved in  
9 this proceeding, I don't really think we're going  
10 to close the evidentiary record in the next hour  
11 and a half. So perhaps Mr. Perrone could gather  
12 some of the homework and this Late-File exhibit  
13 and collect them for the continuation memo either  
14 as Late-Files or additional interrogatories  
15 because certainly we haven't been able to issue  
16 Mr. Thomas any interrogatories as of yet. Thank  
17 you.

18 THE VICE CHAIR: Very good. Thank you  
19 for that information. So given that and the  
20 amount of questions that are still remaining open,  
21 to the extent we can answer them during the break,  
22 that would be great. The ones that you can't  
23 answer, including the noise levels at the property  
24 line, we will take as a Late-File and address them  
25 at the continuation hearing. Thank you.

1                   ATTORNEY MOTEL: Yes. Thank you, Mr.  
2 Morissette.

3                   THE VICE CHAIR: Ms. Hall, are you all  
4 set?

5                   MS. HALL: I'm all set. Thank you.

6                   THE VICE CHAIR: Very good. Thank you.  
7 We'll continue with cross-examination by Dr.  
8 Williams followed by Mr. Syme.

9                   Dr. Williams.

10                  DR. WILLIAMS: No questions at this  
11 time. Thank you.

12                  THE VICE CHAIR: Thank you.

13                  Mr. Syme, cross-examination, please.

14                  MR. SYME: Everything I had checked off  
15 has already been discussed, so I'm good at this  
16 time.

17                  THE VICE CHAIR: Okay. Very good.  
18 We're going to take a ten-minute -- we'll come  
19 back at 3:40, actually we'll take a 14-minute  
20 break. So we'll see everybody at 3:40. Thank  
21 you.

22                  (Whereupon, a recess was taken from  
23 3:26 p.m. until 3:39 p.m.)

24                  THE VICE CHAIR: We're back on the  
25 record. We'll now continue with cross-examination

1 of the applicants by Mr. Lynch.

2 Mr. Lynch, good afternoon.

3 (No response.)

4 ATTORNEY BACHMAN: Vice Chair  
5 Morissette, unfortunately I believe Dan Lynch was  
6 having some trouble with his audio earlier, and he  
7 may still be having trouble.

8 THE VICE CHAIR: Okay. Thank you.  
9 I'll continue with -- I'll start my  
10 cross-examination and if he's able to come on,  
11 we'll go back to him, but thank you.

12 Okay. I would like to go to the site  
13 search summary and rejected sites map to start my  
14 questioning. Now my first question is, using this  
15 as an exhibit, where is the townhouse condominiums  
16 located? The map is the last page of the site  
17 search section of the application.

18 THE WITNESS (Coppins): Mr. Morissette,  
19 I am Keith Coppins with ARX. I'm looking for that  
20 right now.

21 THE VICE CHAIR: Sure.

22 THE WITNESS (Coppins): I believe,  
23 because the condominiums weren't a site that we  
24 looked at for space constraints, I'm just going to  
25 need to find that, okay?

1                   THE VICE CHAIR: Okay. Great. Thanks.  
2 I know it's been brought up not only in responses  
3 but here this afternoon as well, so I'm trying to  
4 get a sense for where is it in relation to the  
5 site.

6                   Okay. While we're on the same exhibit,  
7 site number 6 on Flanders Road, is that a parking  
8 lot?

9                   THE WITNESS (Coppins): I will tell  
10 you. (Pause) It doesn't appear to be a parking  
11 lot, but it does appear to be some kind of a, like  
12 pools, a pool supply company.

13                  THE VICE CHAIR: Okay. So the owners  
14 weren't interested because that looked like a  
15 pretty good spot for a tower. Go ahead.

16                  THE WITNESS (Coppins): If we have -- I  
17 mean, we do an extensive search. We don't  
18 typically just stop at the first one that says  
19 yes. We really push to get the right spot. As a  
20 matter of fact, we worked very diligently with our  
21 landlord and with our owner, our landlord, who  
22 owns the property adjacent to the restaurant, and  
23 the restaurant has put some constraints on us as  
24 well. So, I mean, it would have been easier to go  
25 somewhere else, but our owner and landlord have

1       been working well with us, and we're very  
2       satisfied with the outcome of where we are.

3               THE VICE CHAIR: Okay. Thank you.  
4       Now, did you look at the substation site on the  
5       corner of Flanders Road owned by CL&P?

6               THE WITNESS (Coppins): We did not look  
7       at the substation. We didn't feel like there was  
8       enough space in there. And due to the fact that  
9       Eversource lately has been -- and I've been in  
10      contact with them -- they haven't been actively  
11      saying yes we can go on some of their spaces.  
12      They just honestly don't want cell carriers on  
13      their spots.

14               THE VICE CHAIR: Okay. Moving on to  
15      the photosimulation package, I have a couple  
16      questions on a couple of the photos.

17               THE WITNESS (Dasta): Yes, Vice Chair.

18               THE VICE CHAIR: Now, Photo 2, is this  
19      the condominiums that we've been talking about?

20               THE WITNESS (Dasta): I believe that  
21      that is of the apartments -- residences.

22               THE VICE CHAIR: So that's something  
23      different; is that correct?

24               THE WITNESS (Dasta): I believe so,  
25      unless we're thinking more on the same thing. I'm

1 not sure what condos you're talking about.

2 THE WITNESS (Coppins): If I can jump  
3 in. I think the condos that we're talking about  
4 or -- we may be using the word condos and  
5 apartments interchangeably. And I think they are  
6 just to the north of the cemetery that is adjacent  
7 to our site.

8 THE VICE CHAIR: Okay. So that's not  
9 the same thing as photo number 2?

10 THE WITNESS (Coppins): That is not the  
11 same thing as photo number 2.

12 THE VICE CHAIR: Okay. Great. Thank  
13 you.

14 THE WITNESS (Coppins): Photo number 2,  
15 it looks to be the entrance to the cemetery and/or  
16 it's also our adjacent property owner that owns  
17 the property, owns the property for site number  
18 one.

19 THE VICE CHAIR: Okay. But it is in  
20 the general location of the townhouse?

21 THE WITNESS (Coppins): If you go to  
22 where our proposed site is and go to the cemetery,  
23 you'll see a U-shaped condo/cemetery. I think  
24 that's where we're looking. That would be the  
25 closest residential piece to it.

1                   THE VICE CHAIR: Okay. So the U-shape,  
2 I just want to make sure I'm clear here, the  
3 U-shape is not photo 2?

4                   THE WITNESS (Coppins): The U-shape is  
5 not photo 2. Photograph 2 is the entrance to the  
6 rear portion of the cemetery site.

7                   THE VICE CHAIR: Okay. It's up by  
8 Boston Post Road. Okay. I got it. Thank you.

9                   Let's see, now in the correspondence  
10 that the town has submitted, they indicated that  
11 you did not go to the zoning commission meeting.  
12 Is there a reason why you didn't want to do that?

13                   THE WITNESS (Coppins): So I believe I  
14 started earlier with the -- when the letters came  
15 in. And we were asked to go in October after our  
16 application was filed, we were asked to go to the  
17 selectman meeting, which we did. And they asked  
18 us questions and we thought that that was the  
19 right thing to do, and we answered all the  
20 questions that they had and worked with them.

21                   Probably about middle to the end of  
22 December, and we all had a conversation about this  
23 after we were having a meeting on the 29th, we  
24 felt like the questions that were asked, and the  
25 zoning board was the ones asking us for the

1 January 9th meeting, we thought that it was so  
2 close to our hearing today that we're not sure  
3 what answers we could have given them other than  
4 what they gave us today, figuring we already  
5 answered those questions. And I didn't want to  
6 waste their time, and we didn't -- obviously  
7 there's travel involved and whatnot for all of us.  
8 And we also felt like we tried to get this meeting  
9 done prior to the filing of our application here.

10 THE VICE CHAIR: Okay. So basically it  
11 was beyond the municipal consultation process?

12 THE WITNESS (Coppins): It was not just  
13 beyond consultation, it was well beyond. We  
14 already had this hearing already scheduled.

15 THE VICE CHAIR: Okay. Thank you.  
16 Yeah, that's unfortunate.

17 Okay. That concludes my questioning  
18 for this afternoon. We'll now go back to Mr.  
19 Lynch and see if he is connected.

20 Mr. Lynch, are you with us?

21 (No response.)

22 THE VICE CHAIR: Okay. Very good. We  
23 will continue with cross-examination of the  
24 applicants by Cellco Partnership.

25 ATTORNEY MOTEL: Vice Chair Morissette,

1       we did have a response to some of your earlier  
2       questions before the recess, the Council's  
3       questions. So if you would like us to address  
4       those now or we can wait.

5               THE VICE CHAIR: Yes, I'd like you to  
6       address them now, if you could, before we move on  
7       to other cross-examination. So please continue.

8               ATTORNEY MOTEL: Thank you.

9               THE WITNESS (Carey): Thank you. It's  
10       Harry Carey from AT&T. The first question is in  
11       regards to the length of the lease at the  
12       Eversource property that's being decommissioned.  
13       The lease began on May 1, 2002, and it expires  
14       April 30, 2027.

15               And the second response that I have is  
16       in regards to the questions about diesel versus  
17       natural gas. And based on the explanation that we  
18       have heard in terms of Eversource building out the  
19       access to the manifold on the compound itself,  
20       AT&T would be willing to move to natural gas as a  
21       backup in lieu of diesel.

22               THE VICE CHAIR: Very good. Anything  
23       else?

24               THE WITNESS (Carey): No, just those  
25       two.

1                   THE VICE CHAIR: Okay.

2                   THE WITNESS (Carey): Thank you very  
3 much.

4                   THE VICE CHAIR: Thank you. Attorney  
5 Motel, so I have the line voltage is still open?

6                   ATTORNEY MOTEL: The voltage on the  
7 existing Eversource lines?

8                   THE VICE CHAIR: Yes.

9                   THE WITNESS (Roberts): That was under  
10 my homework assignment, Doug Roberts. I did some  
11 quick research. It's a 15-kilovolt line that runs  
12 along that corridor.

13                  THE VICE CHAIR: One 15?

14                  THE WITNESS (Roberts): Yeah.

15                  THE VICE CHAIR: KV, okay.

16                  THE WITNESS (Roberts): And also, one  
17 of the homework assignments was the flats or the  
18 size diameter of the tower itself. Again, we  
19 haven't got a design for it, but we have done one  
20 very similar in height, and we feel it's probably  
21 about 30 inches in diameter at the top and  
22 probably 55 inches at the base. And since there  
23 is an open noise study analysis, I would defer to  
24 the noise study analysis for the generator for the  
25 category 2 enclosure. That can be all

1 incorporated into that noise analysis by AT&T.  
2 Thank you.

3 THE VICE CHAIR: Very good. Thank you.  
4 Okay. So we have pending the one Late-File  
5 exhibit, the noise analysis including the cover  
6 rating which would be included in the noise  
7 analysis. We'll combine those two open questions  
8 into one Late-File exhibit.

9 (Late-File exhibit requested, noted in  
10 index.)

11 THE VICE CHAIR: Very good. We will  
12 now continue with cross-examination of the  
13 applicants by Cellco Partnership.

14 Attorney Deans, good afternoon.

15 ATTORNEY DEANS: Good afternoon, Vice  
16 Chair Morissette. We have none. Thank you.

17 THE VICE CHAIR: Thank you. We will  
18 continue with cross-examination of the applicants  
19 by Wireless Solutions LLC and Ancient Highway  
20 Towers, LLC, Kenneth Thomas.

21 Good afternoon, Mr. Thomas.

22 MR. THOMAS: Good afternoon, Vice  
23 Chair. Thank you very much for the opportunity.

24 A couple questions I had. I want to  
25 clarify that the tower foundation was engineered

1 and built to go to 195 feet. So we could add 40  
2 feet to that, if you needed to, if RF requested  
3 that from New Cingular Wireless to get better  
4 coverage to go to that I-95 south corridor whether  
5 it be 10 feet, 20 feet, whatever.

6 THE VICE CHAIR: Thank you, Mr. Thomas,  
7 but this is your opportunity to ask questions of  
8 the applicant, not to provide testimony.

9 MR. THOMAS: Okay.

10 THE VICE CHAIR: If you want to provide  
11 additional information that -- well, you can't go  
12 beyond what's already provided in your record,  
13 your prehearing submittal. You do have the  
14 opportunity to file briefs at the close of the  
15 hearing.

16 MR. THOMAS: All right. Thank you for  
17 that clarification.

18 THE VICE CHAIR: Okay.

19 MR. THOMAS: Would I be able to request  
20 an RF study from New Cingular on that 30-1 Ancient  
21 Highway tower for coverage?

22 THE VICE CHAIR: No, I don't think  
23 that's appropriate.

24 MR. THOMAS: Okay.

25 THE VICE CHAIR: They are proposing

1 what they're proposing and, quite frankly, have  
2 provided RF studies that are pretty comprehensive,  
3 in my opinion.

4 MR. THOMAS: Okay. That would be it  
5 then for today.

6 THE VICE CHAIR: That's it?

7 MR. THOMAS: Yes.

8 THE VICE CHAIR: Okay. Very good.

9 MR. THOMAS: Thank you.

10 THE VICE CHAIR: Thank you, Mr. Thomas.

11 We'll now move on to the appearance by  
12 Cellco Partnership d/b/a Verizon Wireless. Will  
13 the intervenor present its witness panel for  
14 purposes of taking the oath. Attorney Bachman  
15 will administer the oath.

16 MS. DEANS: Thank you, Vice Chair  
17 Morissette. Again, for the record, Emily Deans  
18 and Jon Schaefer with Robinson & Cole on behalf of  
19 the intervenor, Cellco Partnership doing business  
20 as Verizon Wireless.

21 Our witness panel, as is listed in the  
22 hearing program, consists of two representatives  
23 from the intervenor. They include Elizabeth  
24 Glidden, a real estate regulatory specialist with  
25 Verizon Wireless, and Martin Lavin, a senior radio

1 frequency engineer with C Squared Systems, LLC.  
2 And I offer them at this time to be sworn.

3 THE VICE CHAIR: Thank you, Attorney  
4 Deans.

5 Attorney Bachman, please administer the  
6 oath.

7 ATTORNEY BACHMAN: Thank you, Vice  
8 Chair Morissette. If the witnesses could please  
9 raise their right hand.

10 E L I Z A B E T H G L I D D E N,  
11 M A R T I N L A V I N,

12 having been first duly sworn by Attorney  
13 Bachman, testified on their oaths as follows:

14 ATTORNEY BACHMAN: Thank you.

15 THE VICE CHAIR: Thank you, Attorney  
16 Bachman.

17 Attorney Deans, please begin by  
18 verifying all the exhibits by the appropriate  
19 sworn witnesses.

20 ATTORNEY DEANS: Thank you, Vice Chair  
21 Morissette. We have two exhibits listed in the  
22 hearing program. Those exhibits are listed under  
23 Roman numeral III under the appearance by  
24 intervenors, subsection B. They include the  
25 request for intervenor status dated November 11,

1 2025, and responses to Council interrogatories  
2 dated January 13, 2026. And I offer these for  
3 identification purposes at this time subject to  
4 verification by the witnesses. And unless there  
5 is objection by the Council, in the interest of  
6 time, I'll ask our witnesses to verify the  
7 exhibits as a panel.

8 THE VICE CHAIR: Please do.

9 DIRECT EXAMINATION

10 ATTORNEY DEANS: So let me ask the  
11 witness panel, did you prepare or assist in the  
12 preparation of and/or are you familiar with the  
13 exhibits listed in the hearing program under Roman  
14 numeral III, subsection B, Items 1 and 2?  
15 Ms. Glidden?

16 THE WITNESS (Glidden): Yes.

17 ATTORNEY DEANS: Mr. Lavin?

18 THE WITNESS (Lavin): Yes.

19 ATTORNEY DEANS: And do you have any  
20 amendments, corrections or modifications to offer  
21 regarding any of those exhibits at this time? Ms.  
22 Glidden?

23 THE WITNESS (Glidden): I do not.

24 ATTORNEY DEANS: Mr. Lavin?

25 THE WITNESS (Lavin): No.

1                   ATTORNEY DEANS: Is the information  
2 contained in those exhibits true and accurate to  
3 the best of your knowledge? Ms. Glidden?

4                   THE WITNESS (Glidden): Yes.

5                   ATTORNEY DEANS: Mr. Lavin?

6                   THE WITNESS (Lavin): Yes.

7                   ATTORNEY DEANS: And finally, do you  
8 adopt the information contained in those exhibits  
9 as your sworn testimony in this proceeding? Ms.  
10 Glidden?

11                  THE WITNESS (Glidden): I do.

12                  ATTORNEY DEANS: Mr. Lavin?

13                  THE WITNESS (Lavin): Yes.

14                  MS. DEANS: Vice Chair Morissette, I  
15 offer them as full exhibits and offer our  
16 witnesses for cross-examination by the Council.

17                  THE VICE CHAIR: Thank you, Attorney  
18 Deans. Does any party or intervenor object to the  
19 admission of Cellco Partnership d/b/a Verizon  
20 Wireless's exhibits? Attorney Ball?

21                  ATTORNEY BALL: No objection. Thank  
22 you.

23                  THE VICE CHAIR: Thank you. Attorney  
24 Motel?

25                  ATTORNEY MOTEL: No objection. Thank

1       you.

2                   THE VICE CHAIR: Thank you. Kenneth  
3       Thomas?

4                   MR. THOMAS: No objections.

5                   THE VICE CHAIR: Thank you. The  
6       exhibits are hereby admitted.

7                   (Cellco Partnership d/b/a Verizon  
8       Wireless Exhibits III-B-1 and III-B-2: Received  
9       in evidence - described in index.)

10                  THE VICE CHAIR: We'll now begin with  
11       cross-examination of Cellco Partnership by the  
12       Council starting with Mr. Perrone followed by Mr.  
13       Golembiewski.

14                  Mr. Perrone.

15                  CROSS-EXAMINATION

16                  MR. PERRONE: Thank you, Mr. Vice  
17       Chair.

18                  The ARX slash AT&T site plan was  
19       revised in the interrogatory responses, and that  
20       revision includes a relocation of Cellco's  
21       proposed equipment area. Is that revised location  
22       acceptable to Cellco?

23                  THE WITNESS (Glidden): This is Liz  
24       Glidden. Yes, it is.

25                  MR. PERRONE: I have a few questions

1 related to backup power. If natural gas is  
2 installed at the compound, would Cellco utilize it  
3 for its backup generator?

4 THE WITNESS (Glidden): We would  
5 consider it. Typically Verizon prefers to use  
6 diesel or propane gas as generator power because  
7 of some of the costs and the delays that are  
8 involved with natural gas, but it would be  
9 something we would consider.

10 MR. PERRONE: Going back to the  
11 proposed diesel generator, would that backup  
12 generator have containment measures for fuel oil  
13 and coolant?

14 THE WITNESS (Glidden): Yes, it would.

15 MR. PERRONE: Would the noise  
16 attenuation cover, how many dBs of attenuation  
17 would that have on the generator?

18 THE WITNESS (Glidden): We can get that  
19 to you. This is Liz Glidden.

20 MR. PERRONE: Okay. Moving on to  
21 protection of groundwater and APAs, if approved,  
22 would Cellco adhere to or follow similar spill  
23 prevention and countermeasures plans and APA  
24 protection plans as the applicants?

25 THE WITNESS (Glidden): This is Liz

1 Glidden. Yes, we would.

2 MR. PERRONE: And the last few  
3 questions are related to RF for Cellco.

4 Referencing the response to Interrogatory 1, the  
5 Ancient Highway site would decrease coverage from  
6 Route 161, Flanders Road. How would a collocation  
7 at Ancient Highway site affect Cellco's target  
8 coverage to I-95?

9 THE WITNESS (Lavin): Being 10 feet  
10 lower on the same tower, it would have the same  
11 obstruction for that stretch of I-95.

12 MR. PERRONE: How would a collocation  
13 at Ancient Highway for Cellco affect target  
14 coverage to Route 1?

15 THE WITNESS (Lavin): I've not  
16 investigated in terms of Route 1, just looking at  
17 it in terms, and fully analyze really in terms of  
18 the needed coverage in the corridor of Flanders  
19 Road and down to I-95.

20 MR. PERRONE: Thank you. That's all I  
21 have for Cellco.

22 THE VICE CHAIR: Thank you, Mr.  
23 Perrone. We'll now continue cross-examination by  
24 Mr. Golembiewski followed by Mr. Nguyen.

25 Mr. Golembiewski.

1                   MR. GOLEMBIEWSKI: Vice Chair, I have  
2 no questions for Cellco. Thank you.

3                   THE VICE CHAIR: Thank you, Mr.  
4 Golembiewski. We'll now continue  
5 cross-examination by Mr. Nguyen followed by Mr.  
6 Carter.

7                   Mr. Nguyen.

8                   MR. NGUYEN: Thank you, Mr. Vice Chair.  
9 No questions. Thank you.

10                  THE VICE CHAIR: Thank you, Mr. Nguyen.  
11 We'll now continue cross-examination by Mr. Carter  
12 followed by Ms. Hall.

13                  Mr. Carter.

14                  MR. CARTER: Thank you, Mr. Vice Chair.  
15 I have no questions as well.

16                  THE VICE CHAIR: Thank you, Mr. Carter.  
17 We'll now continue with cross-examination by  
18 Ms. Hall followed by Dr. Williams.

19                  Ms. Hall.

20                  MS. HALL: No questions. Thank you.

21                  THE VICE CHAIR: Thank you. We'll now  
22 continue with cross-examination by Dr. Williams  
23 followed by Mr. Syme.

24                  Dr. Williams.

25                  DR. WILLIAMS: Nothing at this time.

1       Thank you.

2               THE VICE CHAIR: Thank you. We'll now  
3 continue with cross-examination by Mr. Syme  
4 followed by Mr. Lynch.

5               Mr. Syme.

6               MR. SYME: I have none.

7               THE VICE CHAIR: Thank you. We'll now  
8 continue cross-examination by Mr. Lynch followed  
9 by myself.

10               Mr. Lynch.

11               (No response.)

12               THE VICE CHAIR: It looks like Mr.  
13 Lynch is still having difficulty.

14               I have no questions at this time.

15               We will now move on. We'll continue  
16 with cross-examination of Cellco Partnership by  
17 the applicant, Attorney Ball.

18               ATTORNEY BALL: No questions. Thank  
19 you.

20               THE VICE CHAIR: Attorney Motel?

21               ATTORNEY MOTEL: No questions. Thank  
22 you.

23               THE VICE CHAIR: Thank you. We'll now  
24 continue with cross-examination of Cellco  
25 Partnership by Wireless Solutions LLC, Ancient

1       Towers, LLC, Mr. Thomas.

2                   MR. THOMAS: No comments at this time.

3                   THE VICE CHAIR: Very good. Thank you.

4                   We'll now move on to the appearance by  
5       Wireless Solutions LLC, Ancient Highway Towers,  
6       LLC. Will the intervenor present its witness  
7       panel for purposes of taking the oath. Attorney  
8       Bachman will administer the oath.

9                   Mr. Thomas.

10                  MR. THOMAS: Yes, I'm here.

11                  THE VICE CHAIR: Very good. So it's  
12       Mr. Thomas and Mr. Drabik, is that true?

13                  MR. THOMAS: Yes.

14                  THE VICE CHAIR: Very good. Attorney  
15       Bachman, please administer the oath.

16                  MS. BACHMAN: Thank you, Vice Chair  
17       Morissette.

18       K E N N E T H    T H O M A S ,  
19       J O H N    D R A B I K ,

20                  having been first duly sworn by Attorney  
21       Bachman, testified on their oath as follows:

22                  MS. BACHMAN: Thank you.

23                  THE VICE CHAIR: Thank you, Attorney  
24       Bachman.

25                  Kenneth Thomas and John Drabik, you

1 have offered the exhibits listed under the hearing  
2 program as Roman numeral IV-B-1 and 2 for  
3 identification purposes. Is there any objection  
4 to marking these exhibits for identification  
5 purposes only at this time? Attorney Ball?

6 ATTORNEY BALL: No, no objection.

7 THE VICE CHAIR: Attorney Motel?

8 ATTORNEY MOTEL: No objection. Thank  
9 you.

10 THE VICE CHAIR: Thank you. And  
11 Attorney Deans?

12 ATTORNEY DEANS: No objection. Thank  
13 you.

14 THE VICE CHAIR: Thank you.

15 Kenneth Thomas and John Drabik, did you  
16 prepare or assist in the preparation of Exhibits  
17 IV-B-1 and 2?

18 THE WITNESS (Thomas): Those are the  
19 photos, Vice Chair.

20 THE VICE CHAIR: Number 1 is a request  
21 for intervenor status.

22 THE WITNESS (Thomas): Oh, yes.

23 THE VICE CHAIR: And number 2 is the  
24 photos, yes.

25 THE WITNESS (Thomas): Yes.

1                   THE VICE CHAIR: Very good. Do you  
2 have any clarification -- additions,  
3 clarifications, deletions or modification to those  
4 documents?

5                   THE WITNESS (Thomas): We'll file them  
6 in the 30-day extension after the hearing is  
7 closed.

8                   THE VICE CHAIR: Okay. But for now,  
9 are there any --

10                  THE WITNESS (Thomas): Nothing for now.

11                  THE VICE CHAIR: No additions,  
12 clarifications to the existing documents.

13                  Are these exhibits true and accurate to  
14 the best of your knowledge?

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

16                  THE VICE CHAIR: And do you offer these  
17 exhibits as your testimony here today?

18                  THE WITNESS (Thomas): Yes, I do.

19                  THE VICE CHAIR: Thank you.

20                  THE WITNESS (Thomas): Thank you.

21                  THE VICE CHAIR: Does any party or  
22 intervenor object to the admission of Wireless  
23 Solutions LLC and Ancient Highway Towers, LLC's  
24 exhibits? Attorney Ball?

25                  ATTORNEY BALL: No objection.

1                   THE VICE CHAIR: Attorney Motel?

2                   ATTORNEY MOTEL: No objection.

3                   THE VICE CHAIR: Attorney Deans?

4                   MS. DEANS: No objection.

5                   THE VICE CHAIR: Very good. The  
6 exhibits are hereby admitted.

7                   (Wireless Solutions LLC/Ancient Highway  
8 Towers, LLC Exhibits IV-B-1 and IV-B-2: Received  
9 in evidence - described in index.)

10                  THE VICE CHAIR: The Council will now  
11 begin with cross-examination of Wireless Solutions  
12 LLC/Ancient Highway Towers, LLC by the Council  
13 starting with Mr. Perrone followed by Mr.  
14 Golembiewski.

15                  Mr. Perrone.

16                  CROSS-EXAMINATION

17                  MR. PERRONE: Thank you, Mr. Vice  
18 Chair.

19                  I have some questions regarding the  
20 Ancient Highway tower. When was the 30-1 Ancient  
21 Highway tower approved?

22                  THE WITNESS (Thomas): I'm going to  
23 have John address that.

24                  THE WITNESS (Drabik): 2021 in June.

25                  MR. PERRONE: Was it a town approval?

1                   THE WITNESS (Drabik): Yes.

2                   MR. PERRONE: Referencing the prefile  
3 testimony photos, is this a self-supporting  
4 lattice tower?

5                   THE WITNESS (Thomas): Yes, it would  
6 be.

7                   THE WITNESS (Drabik): Yes.

8                   MR. PERRONE: Which either wireless  
9 carriers or other entities are currently on the  
10 tower?

11                  THE WITNESS (Thomas): You froze up on  
12 that. I'm sorry. Could you repeat the question?

13                  MR. PERRONE: Sure. Which either  
14 wireless carriers or other entities are currently  
15 on the tower?

16                  THE WITNESS (Thomas): No one at this  
17 time.

18                  MR. PERRONE: Okay. I was looking at  
19 the photos, and I saw some antennas, but no actual  
20 carrier is using them right now?

21                  THE WITNESS (Thomas): Correct.

22                  MR. PERRONE: Okay. Do you have any  
23 prospective carriers interested in collocation on  
24 the tower at this time?

25                  THE WITNESS (Thomas): We've had some

1 interest down the road but not at this time.

2 MR. PERRONE: At the base of the tower  
3 do you have a fence compound or is it open?

4 THE WITNESS (Thomas): It's completely  
5 fenced in.

6 MR. PERRONE: Does that fenced compound  
7 have space for additional carriers?

8 THE WITNESS (Thomas): Absolutely, yes.

9 MR. PERRONE: How many would you  
10 estimate?

11 THE WITNESS (Thomas): Five or six. It  
12 sits in the middle of 12 acres.

13 MR. PERRONE: In the prefile testimony  
14 it mentions the tower is engineered to hold five  
15 carriers. Has a structural analysis been done to  
16 determine that or is that from the original design  
17 drawings?

18 THE WITNESS (Thomas): That's from the  
19 original design drawings from Pirod and Valmont.

20 MR. PERRONE: Okay. Thank you. That's  
21 all I have for Ancient Towers.

22 THE WITNESS (Thomas): Thank you.

23 THE VICE CHAIR: Thank you, Mr.  
24 Perrone. We'll now continue with  
25 cross-examination by Mr. Golembiewski followed by

1 Mr. Nguyen.

2 Mr. Golembiewski.

3 MR. GOLEMBIEWSKI: I have no questions.

4 Thank you.

5 THE VICE CHAIR: Thank you, Mr.

6 Golembiewski. We'll now continue

7 cross-examination by Mr. Nguyen followed by Mr.

8 Carter.

9 Mr. Nguyen.

10 MR. NGUYEN: Thank you, Mr. Vice Chair.

11 No questions. Thank you.

12 THE VICE CHAIR: Thank you. We'll now

13 continue cross-examination by Mr. Carter followed

14 by Ms. Hall.

15 Mr. Carter.

16 MR. CARTER: Thank you, Mr. Vice Chair.

17 I just have one question.

18 Is there natural gas available at the

19 site currently?

20 THE WITNESS (Drabik): No.

21 MR. CARTER: Thank you. That's all I

22 have.

23 THE VICE CHAIR: Thank you, Mr. Carter.

24 We'll now continue with cross-examination by Ms.

25 Hall followed by Dr. Williams.

1                   Ms. Hall.

2                   MS. HALL: No questions. Thank you.

3                   THE VICE CHAIR: Thank you. Okay.

4                   We'll continue with cross-examination by Dr.

5                   Williams followed by Mr. Syme.

6                   Dr. Williams.

7                   DR. WILLIAMS: No questions at this  
8 time. Thank you.

9                   THE VICE CHAIR: Thank you. We'll now  
10 continue with cross-examination by Mr. Syme  
11 followed by Mr. Lynch.

12                   Mr. Syme.

13                   MR. SYME: Yes, I have none. Thank  
14 you.

15                   THE VICE CHAIR: Thank you. We'll now  
16 continue with cross-examination by Mr. Lynch.

17                   (No response.)

18                   THE VICE CHAIR: Mr. Lynch is still  
19 having technical difficulties.

20                   I have a question relating to the  
21 height. The current height is at 135 feet; is  
22 that correct?

23                   THE WITNESS (Thomas): No, Vice Chair.  
24 It would be at 155 feet.

25                   THE VICE CHAIR: That's the current

1 height?

2 THE WITNESS (Thomas): Correct.

3 THE VICE CHAIR: Now, your original  
4 approval was limited. What was it limited to?

5 THE WITNESS (Drabik): 155.

6 THE VICE CHAIR: 155?

7 THE WITNESS (Drabik): That's what's in  
8 place now. The base of the tower is at 240 feet  
9 above sea level.

10 THE VICE CHAIR: Now, there were issues  
11 with the Mohegan Tribal Historic Preservation  
12 Office. Has that been rectified?

13 THE WITNESS (Drabik): Yes. And we  
14 will include documentation from a deposition from  
15 the woman who examined the site.

16 THE VICE CHAIR: I'm going to refer to  
17 Attorney Bachman on this.

18 Attorney Bachman, given that we'll be  
19 holding the record open for Late-Files relating to  
20 the noise, and it appears that Mr. Thomas would  
21 like to file additional material for the record,  
22 how would we go about doing that?

23 MS. BACHMAN: Thank you, Vice Chair  
24 Morissette. As a matter of fact, we have a  
25 continuation date in mind on March 3rd, and Mike

1 can correct me if I'm wrong. And I'm fairly  
2 certain that it's Tuesday, March 3rd, so that we  
3 would have enough time and so would the parties  
4 and intervenors to exchange any additional  
5 interrogatories and submit any additional prefile  
6 testimony or exhibits.

7 THE VICE CHAIR: Very good. So as far  
8 as the Council's interrogatories, we will ask  
9 questions relating to the THPO's position relating  
10 to this project?

11 MS. BACHMAN: We could certainly do  
12 that, Vice Chair Morissette.

13 THE VICE CHAIR: Very good. Okay.  
14 Mr. Thomas, as stated by Attorney Bachman, we will  
15 have a continuation hearing, and there will be an  
16 opportunity to exchange interrogatories amongst  
17 the parties. And as part of that, if there is  
18 information you want to get onto the record in  
19 those responses, we will then have the opportunity  
20 to cross-examine.

21 When you file briefs, post-hearing  
22 briefs, that is not an opportunity to introduce  
23 additional information on the record. It is only  
24 to support your position as far as the information  
25 that is on the record. So when you're answering

1 these questions, please ensure that you include  
2 the information that you want to get onto the  
3 record, and then we can cross-examine you and have  
4 a complete story of the information associated  
5 with this project.

6 MR. THOMAS: Thank you, Vice Chair.

7 THE VICE CHAIR: Thank you. Okay. We  
8 will now continue cross-examination of Wireless  
9 Solutions by Attorney Ball.

10 Attorney Ball.

11 ATTORNEY BALL: Thank you, Mr.  
12 Morissette. I'll be pretty quick.

13 Hello, Mr. Thomas. David Ball. I  
14 represent ARX Wireless. Nice to meet you.

15 THE WITNESS (Thomas): Nice to meet you  
16 as well.

17 ATTORNEY BALL: Sir, are you an RF  
18 engineer?

19 THE WITNESS (Thomas): I am not.

20 ATTORNEY BALL: Have you commissioned  
21 an RF report to evaluate whether the carriers'  
22 coverage objectives are satisfied by your tower at  
23 30-1 Ancient Highway?

24 THE WITNESS (Thomas): I have not.

25 ATTORNEY BALL: So as you sit here

1 today, you cannot testify that siting on your  
2 tower AT&T's antennas or Verizon's will meet  
3 either carrier's coverage objectives, right?

4 THE WITNESS (Thomas): That's correct.

5 ATTORNEY BALL: Thank you. I have  
6 nothing further, Mr. Morissette.

7 THE VICE CHAIR: Thank you, Attorney  
8 Ball.

9 Attorney Motel?

10 ATTORNEY MOTEL: I have nothing  
11 additional. Thank you.

12 THE VICE CHAIR: Thank you. We will  
13 continue with cross-examination of Wireless  
14 Solutions LLC and Ancient Towers, LLC by Cellco  
15 Partnership. Attorney Deans.

16 ATTORNEY DEANS: Thank you, Vice Chair  
17 Morissette. We have no additional questions.

18 THE VICE CHAIR: Very good. Thank you,  
19 everyone. That concludes our hearing for this  
20 afternoon. I'm just going to quickly go back to  
21 Mr. Perrone and see if he has any clean-up items  
22 that he would like to get onto the record.

23 Mr. Perrone.

24 MR. PERRONE: I have none. Thank you.

25 THE VICE CHAIR: Very good. Okay.

1 With that, the Council will recess until 6:30  
2 p.m., at which time we will commence with the  
3 public comment session of this public hearing.  
4 And thank you everyone for your participation this  
5 afternoon, and we'll see everybody at 6:30. Have  
6 a nice dinner.

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## CERTIFICATE

I hereby certify that the foregoing 97 pages  
are a complete and accurate computer-aided  
transcription of my original stenotype notes taken  
of the Public hearing held before the Connecticut  
Siting Council in Re: DOCKET NO. 545, ARX  
Wireless Infrastructure, LLC and New Cingular  
Wireless PCS, LLC 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, which was held before JOHN  
MORISSETTE, VICE CHAIR, via Zoom, on January 29,  
2026.

Lisa Wallace

Lisa L. Warner, CSR 061

## Notary Public

My commission expires:

May 31, 2028

May 31, 2028

1                   I N D E X

2

\*Council's Administrative Notice Items I-C-1  
3                   through I-C-92 received in evidence on page 13.  
4                   \*\*Late-File Exhibit requested on page 74.

5

\*\*WITNESS PANELS\*\*

6                   APPLICANT ARX WIRELESS WITNESSES: (Sworn page 14)

7

KEITH COPPINS

8

DOUGLAS ROBERTS

9

RUSS DASTA

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13       KENNETH THOMAS

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3                   **APPLICANT ARX WIRELESS EXHIBITS**  
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26      II-B-3	27      Affidavit of Publication in The Day, 20 28      dated October 23, 2025	29
30      II-B-4	31      Sign Posting Affidavit, dated 20 32      January 20, 2026	33      20
34      II-B-5	35      Responses to Council Interrogatories, 20 36      dated January 22, 2026	37

38                   **INTERVENOR CELLCO PARTNERSHIP d/b/a**  
39                    **VERIZON WIRELESS EXHIBITS**  
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