

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

Docket No. 546

Crown Castle Towers 06-2 LLC and  
New Cingular Wireless PCS, LLC d/b/a AT&T  
application for a Certificate of Environmental  
Compatibility and Public Need for the  
construction, maintenance, and operation of a  
telecommunications facility and associated  
equipment located at 70 Universal Drive,  
North Haven, Connecticut

Public Hearing held on Tuesday, February 3, 2026,  
beginning at 2 p.m., via Zoom.

## H e l d      B e f o r e:

JOHN MORISSETTE, Vice Chair

Reporter: Lisa L. Warner, CSR #061

1       A p p e a r a n c e s :

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3       **Council Members:**

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5       **QUAT NGUYEN**

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7       **Designee for Chairman Elect Thomas Wiehl,  
Public Utilities Regulatory Authority**

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9       **CHANCE CARTER**

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11       **KHRISTINE HALL**

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13       **BILL SYME**

14

15       **DR. SCOTT C. WILLIAMS**

16

17       **DANIEL P. LYNCH, JR.**

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19       **Council Staff:**

20

21       **MELANIE BACHMAN, ESQ.**

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23       **Executive Director**

24

25       **ROBERT MERCIER**

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2       **Siting Analyst**

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4       **DAKOTA LAFOUNTAIN**

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6       **Administrative Support**

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

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3           For Applicants Crown Castle Towers 06-2 LLC  
4           and New Cingular Wireless PCS, LLC d/b/a  
5           AT&T:

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15                  For Intervenor Cellco Partnership d/b/a  
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1 (The public hearing commenced at 2  
2 p.m.)

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

19                   This hearing is held pursuant to the  
20 provisions of Title 16 of the Connecticut General  
21 Statutes and of the Uniform Administrative  
22 Procedure Act upon an application from Crown  
23 Castle Towers 06-2 LLC and New Cingular Wireless  
24 PCS LLC, doing business as AT&T, for a Certificate  
25 of Environmental Compatibility and Public Need for

1 the construction, maintenance, and operation of a  
2 telecommunications facility and associated  
3 equipment located at 70 Universal Drive in North  
4 Haven, Connecticut. This application was received  
5 by the Council on October 28, 2025.

6 The Council's legal notice of the date  
7 and time of this public hearing was published in  
8 The Advisor on November 25, 2025. Upon this  
9 Council's request, the applicants erected a sign  
10 in the vicinity of the proposed site so as to  
11 inform the public of the name of the applicants,  
12 the type of facility, the public hearing date, and  
13 contact information for the Council, including the  
14 website and phone number.

15 The parties and intervenors to the  
16 proceeding are as follows: Applicants Crown  
17 Castle Towers 06-2 LLC and New Cingular Wireless  
18 PCS, LLC represented by Thomas J. Regan, Esq. and  
19 Edward D. Pare, Jr., Esq. of Brown Rudnick LLP.

20 The intervenor is Cellco Partnership  
21 doing business as Verizon Wireless. Its  
22 representatives are Jonathan H. Schaefer, Esq. and  
23 Emily C. Deans, Esq. of Robinson & Cole LLP.

24 We will proceed in accordance with the  
25 prepared agenda, a copy of which is available on

1 the Council's website, along with the record of  
2 this matter, the public hearing notice,  
3 instructions for public access to this public  
4 hearing, and the Council's Citizens Guide to  
5 Siting Council Procedures. Interested persons may  
6 join any session of this public hearing to listen,  
7 but no public comments will be received during the  
8 2 p.m. evidentiary session.

9 At the end of the evidentiary session,  
10 we will recess until 6:30 p.m. for the public  
11 comment session. Please be advised that any  
12 person may be removed from the evidentiary session  
13 or the public comment session at the discretion of  
14 the Council.

15 The 6:30 p.m. public comment session is  
16 reserved for members of the public who have signed  
17 up to make brief statements into the record.

18 I wish to note that the applicants,  
19 parties and intervenors, including their  
20 representatives, witnesses and members, are not  
21 allowed to participate in the public comment  
22 session.

23 I also wish to note for those who are  
24 listening and for the benefit of your friends and  
25 neighbors who are unable to join us for the public

1 comment session that you or they may send written  
2 statements to the Council within 30 days of the  
3 date hereof either by mail or by email, and such  
4 written statements will be given the same weight  
5 as if spoken during the public comment session.

6 A verbatim transcript of this public  
7 hearing will be posted on the Council's website  
8 and deposited in the North Haven Town Clerk's  
9 Office for the convenience of the public.

10 We will take a 10 to 15 minute break at  
11 a convenient juncture at around 3:30 p.m.

12 We have one motion to take care of  
13 before we get started. Crown Castle Towers 06-2  
14 LLC's motion for protective order, response to  
15 Council's Interrogatory Number 11, lease agreement  
16 financial terms, dated January 27, 2026. Attorney  
17 Bachman may wish to comment.

18 Good afternoon, Attorney Bachman.

19 ATTORNEY BACHMAN: Good afternoon, Vice  
20 Chairman Morissette. Thank you. Pursuant to  
21 General Statute Section 16-50o and Council  
22 Interrogatory Number 11, Crown Castle submitted a  
23 motion for protective order for the lease  
24 agreement financial terms which are exempt from  
25 public disclosure under the Freedom of Information

1       Act, and therefore staff recommends the motion be  
2       granted. Thank you.

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

5                   MR. LYNCH: Mr. Morissette, I move the  
6       protective order.

7                   THE VICE CHAIR: Thank you, Mr. Lynch.

8                   Is there a second?

9                   MS. HALL: I'll second.

10                  THE VICE CHAIR: Thank you, Ms. Hall.  
11       We have a motion by Mr. Lynch to approve the  
12       motion for protective order, and we have a second  
13       by Ms. Hall. We will now move to discussion.

14                  Mr. Nguyen, any discussion?

15                  MR. NGUYEN: Good afternoon. No  
16       discussion. Thank you.

17                  THE VICE CHAIR: Thank you, and good  
18       afternoon. And good afternoon, everyone.

19                  Mr. Carter, any discussion?

20                  MR. CARTER: Good afternoon, Mr. Vice  
21       Chair. I have no discussion.

22                  THE VICE CHAIR: Thank you. Ms. Hall,  
23       any discussion?

24                  MS. HALL: Good afternoon, everyone.  
25       No discussion. Thank you.

1                   THE VICE CHAIR: Thank you. Mr. Syme,  
2 any discussion?

3                   MR. SYME: I have none.

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

5                   MR. LYNCH: No discussion.

6                   THE VICE CHAIR: Thank you. And I have  
7 no discussion.

8                   We'll now move to the vote. Mr.  
9 Nguyen, how do you vote?

10                  MR. NGUYEN: Vote to approve.

11                  THE VICE CHAIR: Thank you. Mr.  
12 Carter?

13                  MR. CARTER: Vote to approve.

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

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

16                  THE VICE CHAIR: Mr. Syme?

17                  MR. SYME: Vote approval.

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

19                  MR. LYNCH: Vote approval.

20                  THE VICE CHAIR: Thank you. And I vote  
21 approval. We have a unanimous decision, the  
22 motion for protective order is approved.

23                  We'll now move on to administrative  
24 notices taken by the Council. I will call your  
25 attention to those items shown on the hearing

1 program marked as Roman Numeral I-C, Items 1  
2 through 88. Does any party or intervenor have an  
3 objection to the items that the Council has  
4 administratively noticed?

5 Attorney Regan or Attorney Pare?

6 ATTORNEY REGAN: No objection, Vice  
7 Chair Morissette.

8 THE VICE CHAIR: Thank you, Attorney  
9 Regan.

10 ATTORNEY PARE: I have no objections.

11 THE VICE CHAIR: And that's Attorney  
12 Pare. Thank you.

13 Attorney Schaefer or Attorney Deans?

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

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

18 Accordingly, the Council hereby  
19 administratively notices these existing documents.

20 (Administrative Notice Items I-C-1  
21 through I-C-88: Received in evidence, noted in  
22 index.)

23 THE VICE CHAIR: Will the applicants  
24 present their witness panel for purposes of taking  
25 the oath, and we will have Attorney Bachman

1 administer the oath.

2 MR. REGAN: Thank you, Vice Chair  
3 Morissette.

4 I'd ask each of my witnesses to  
5 identify themselves for the record starting with  
6 Matt Gustafson.

7 MATTHEW GUSTAFSON: Good morning. Matt  
8 Gustafson with All-Points Technology.

9 ATTORNEY REGAN: Rick.

10 RICK LANDINO: Rick Landino, All-Points  
11 Tech.

12 ATTORNEY REGAN: Sonny.

13 SONNY PIEPER: This is Sonny Pieper  
14 with Crown Castle.

15 ATTORNEY REGAN: Greg. Did we lose  
16 Greg Costello? Oh, he's coming back.

17 Greg, identify yourself for the record,  
18 please.

19 GREGORY COSTELLO: Greg Costello, SAI,  
20 on behalf of AT&T.

21 ATTORNEY REGAN: Thank you. And last,  
22 Martin Lavin, who I believe is with the Verizon  
23 panel.

24 MARTIN LAVIN: Martin Lavin, C Squared  
25 Systems, on behalf of AT&T.

1                   ATTORNEY REGAN: Thank you, Vice Chair  
2 Morissette. That's our panel for swearing in.

3                   THE VICE CHAIR: Attorney Bachman,  
4 please administer the oath.

5                   ATTORNEY BACHMAN: Thank you, Vice  
6 Chair Morissette.

7                   Could the witnesses please raise their  
8 right hand?

9                   S O N N Y    P I E P E R,  
10                  R I C K    L A N D I N O,  
11                  M A T T H E W    G U S T A F S O N,  
12                  G R E G O R Y    J.    C O S T E L L O,  
13                  M A R T I N    L A V I N,  
14                  having been first duly sworn by Attorney  
15                  Bachman, testified on their oaths as follows:

16                  ATTORNEY BACHMAN: Thank you.

17                  THE VICE CHAIR: Thank you.

18                  Attorney Regan, please begin by  
19 verifying all the exhibits by the appropriate  
20 sworn witnesses.

21                  DIRECT EXAMINATION

22                  ATTORNEY REGAN: Thank you, Vice Chair  
23 Morissette. The applicant offers Exhibits 1  
24 through 6 listed on the hearing program for  
25 consideration. I'll ask each of my witnesses a

1 series of questions with respect to the exhibits  
2 and ask that they respond individually.

3 Did you prepare or assist in the  
4 preparation of the exhibits?

5 THE WITNESS (Gustafson): Matthew  
6 Gustafson with All-Points. Yes.

7 THE WITNESS (Landino): Rick Landino,  
8 All-Points. Yes.

9 THE WITNESS (Pieper): Sonny Pieper,  
10 Crown Castle. Yes.

11 THE WITNESS (Costello): Greg Costello,  
12 SAI. Yes.

13 THE WITNESS (Lavin): Martin Lavin, C  
14 Squared. Yes.

15 ATTORNEY REGAN: And do you have any  
16 clarifications or corrections to the exhibits,  
17 again, beginning with Matthew.

18 THE WITNESS (Gustafson): Matthew  
19 Gustafson. No, I do not.

20 THE WITNESS (Landino): Rick Landino.  
21 No.

22 THE WITNESS (Pieper): Sonny Pieper. I  
23 do not.

24 THE WITNESS (Costello): Greg Costello.  
25 I do not.

1                   THE WITNESS (Lavin): Martin Lavin.

2                   No.

3                   ATTORNEY REGAN: Great. And is the  
4                   information in the exhibits true and accurate to  
5                   the best of your knowledge starting Mr. Matthew.

6                   THE WITNESS (Gustafson): Matt  
7                   Gustafson. Yes.

8                   THE WITNESS (Landino): Rick Landino.

9                   Yes.

10                  THE WITNESS (Pieper): Sonny Pieper.

11                  Yes.

12                  THE WITNESS (Costello): Greg Costello.

13                  Yes.

14                  THE WITNESS (Lavin): Martin Lavin.

15                  Yes.

16                  ATTORNEY REGAN: Thank you. Do you  
17                  accept the exhibits as your testimony in this  
18                  proceeding again beginning with Matthew.

19                  THE WITNESS (Gustafson): Matt  
20                  Gustafson. Yes.

21                  THE WITNESS (Landino): Rick Landino.

22                  Yes.

23                  THE WITNESS (Pieper): Sonny Pieper.

24                  Yes.

25                  THE WITNESS (Costello): Gregory

1 Costello. Yes.

2 THE WITNESS (Lavin): Martin Lavin.

3 Yes.

4 ATTORNEY REGAN: Thank you. Vice Chair  
5 Morissette, I would ask that the exhibits be  
6 accepted at this time.

7 THE VICE CHAIR: Thank you, Attorney  
8 Regan. Does any party or intervenor object to the  
9 admission of the applicants' exhibits?

10 Attorney Schaefer, Attorney Deans?

11 ATTORNEY SCHAEFER: No objection.

12 THE VICE CHAIR: Thank you. The  
13 exhibits are hereby admitted.

14 (Applicants' Exhibits II-B-1 through  
15 II-B-6: Received in evidence - described in  
16 index.)

17 ATTORNEY REGAN: Thank you, Vice Chair  
18 Morissette. Our panel is ready for  
19 cross-examination.

20 THE VICE CHAIR: Very good. Thank you.

21 We will now begin with  
22 cross-examination of the applicants by the Council  
23 starting with Mr. Mercier followed by Mr. Nguyen.

24 Mr. Mercier, good afternoon.

25

1                   CROSS-EXAMINATION

2                   MR. MERCIER: Thank you. I'm going to  
3 begin just reviewing the Council interrogatory  
4 responses from AT&T and Crown, and I'm going to  
5 begin with the response to Question Number 3.  
6 This had to do with the list of antennas and  
7 associated antenna heights on the existing tower.  
8 And the response stated that AT&T was at 118 feet,  
9 T-Mobile was at 105 feet on the existing tower.

10                  I was looking at the visibility  
11 analysis, Photo 1, and it showed the existing  
12 tower, but there was four levels of platform  
13 mounted antennas. So I'm just trying to determine  
14 are there other carriers on the tower or does  
15 T-Mobile have two or three locations on the tower  
16 or are there abandoned antenna platforms on the  
17 tower? Does anybody have any information on the  
18 other two platforms that are attached to the  
19 tower?

20                  THE WITNESS (Pieper): This is Sonny  
21 Pieper at Crown Castle. Is it on the proposed  
22 tower, is that what you're asking?

23                  MR. MERCIER: No. I'm talking about  
24 the existing tower. There is actually four levels  
25 of platform mounted antennas according to a

1 photograph contained within the visibility  
2 analysis. I'm just trying to determine --

3 THE WITNESS (Pieper): Yes, yes. I  
4 believe we had a customer decommissioned from the  
5 site, and they're still physically on the tower.

6 MR. MERCIER: Okay. Thank you. So  
7 AT&T and T-Mobile each have one location on the  
8 tower and the other two are decommissioned?

9 THE WITNESS (Pieper): Correct, one was  
10 Sprint which is now part of T-Mobile, and I  
11 believe AT&T may have had two presences, physical  
12 presences on the tower at one point.

13 MR. MERCIER: Thank you. I'm going to  
14 move to Interrogatory Response Number 4. Now, if  
15 the proposed tower is approved, would Crown enter  
16 into a written agreement with the property owner  
17 at 120 Universal Drive in order to maintain the  
18 existing facility until the proposed facility is  
19 operational?

20 THE WITNESS (Pieper): This is Sonny  
21 Pieper here with Crown Castle. Yes, we would  
22 either negotiate a temporary agreement to allow  
23 sufficient time to construct the new tower and get  
24 the customers relocated or we would simply go into  
25 holdover on our existing ground lease on a

1 month-to-month basis.

2 MR. MERCIER: Okay. Have any  
3 discussions occurred with the property owner to  
4 date?

5 THE WITNESS (Pieper): Yes, we are  
6 engaged with them to get some additional time as  
7 needed. We have not gotten a response on that as  
8 of yet.

9 MR. MERCIER: Okay. Thank you. Just  
10 related to that is the Interrogatory Response  
11 Number 5, and it basically said that there was no  
12 written agreement with the property owner of 120  
13 Universal Drive, there could be a temporary  
14 facility or a Cell on Wheels. If I heard you  
15 correctly, you're not anticipating a temporary  
16 tower or Cell on Wheels, you're just going to go  
17 to a month-to-month payment; is that correct?

18 THE WITNESS (Pieper): That's correct.

19 MR. MERCIER: I am going to move to  
20 Interrogatory Response Number 13. This had to do  
21 with some subsurface work at the site. I think it  
22 was a phase II analysis. Was any of that work  
23 also related to the type of foundation you might  
24 need or if blasting would be required? I'm trying  
25 to get a sense of what type of subsurface features

1 are there that might require, you know, blasting  
2 for an example.

3 THE WITNESS (Pieper): I have to refer  
4 to the report. I'm trying to find that section.  
5 You're asking about the 13A where it impacts the  
6 project area, warrant the implementation of a  
7 Health and Safety Plan for a future excavation?

8 MR. MERCIER: I'm just trying to  
9 determine, yeah, if you think blasting would be  
10 required at the site based on your analysis of any  
11 type of subsurface soil.

12 THE WITNESS (Pieper): Not to my  
13 knowledge, no. That would be pretty rare is my  
14 opinion.

15 MR. MERCIER: Thank you. I'm going to  
16 move to Interrogatory Response Number 23, and this  
17 had to do with T-Mobile locating at the new  
18 facility if it was approved.

19 Noting that T-Mobile has provided Crown  
20 with an agreement to collocate on the proposed  
21 tower that was approved, would T-Mobile transfer  
22 its equipment to the new tower at the same time as  
23 AT&T or is any type of timeline written in the  
24 agreement?

25 THE WITNESS (Pieper): No, they

1 typically use their own vendors to install the  
2 equipment on the new towers using their own  
3 construction vendors. There's no timeline  
4 associated with that, but they do need to, you  
5 know, work independently on the tower. Once  
6 they're on the tower, it's typically the ground  
7 equipment that can be working simultaneously with  
8 each other because they're in different lease  
9 areas. But that's what they've committed to  
10 installing on the tower, and they would begin  
11 their installation after we were done with the  
12 tower erection and the tower construction piece of  
13 it.

14 MR. MERCIER: For both AT&T and  
15 T-Mobile, once the tower construction is finished  
16 and then either carrier could begin their work, is  
17 there a specific timeline when you would want them  
18 off the existing tower?

19 THE WITNESS (Pieper): We would want  
20 them off the existing tower as soon as they are  
21 on-air on the new replacement site. And for them  
22 to be on-air on the new replacement site, they  
23 would have to be, obviously their construction  
24 complete with their lines and antennas and their  
25 base station equipment on the ground, and they

1       would also have to have all utilities established  
2       at the time, meaning their fiber backhaul, among  
3       others, would have to be established for them.

4                    MR. MERCIER: Thank you. Would  
5       T-Mobile submit a request to share the replacement  
6       tower to the Council in order to transfer its  
7       equipment or install new equipment since T-Mobile  
8       did not intervene in this proceeding?

9                    THE WITNESS (Pieper): I'm sorry, I  
10      don't understand the question. Can you repeat it?

11                  MR. MERCIER: In order for T-Mobile to  
12      go on the new replacement tower, would they submit  
13      a tower share request to the Siting Council?

14                  THE WITNESS (Pieper): Yes, yes.  
15      They've committed to collocate on this Crown tower  
16      if it is erected and zoning approved and  
17      ultimately constructed.

18                  MR. MERCIER: Thank you. Now,  
19      according to the response, T-Mobile would be at  
20      108 feet centerline on the new tower, AT&T, the  
21      application states, 120 feet centerline. Has  
22      Cellco provided you information as to what height  
23      they would like on the tower?

24                  THE WITNESS (Pieper): Yes, they  
25      provided Crown that they would like 132 feet when

1       they originally committed to the tower several  
2       years back.

3                    MR. MERCIER: Okay. In the event that  
4       Cellco did not want to go on 132 feet but wanted  
5       to go lower, would there be a need for a 138 foot  
6       monopole if AT&T is at 120?

7                    THE WITNESS (Pieper): No.

8                    MR. MERCIER: Okay. So, would the  
9       tower application be modified to represent what  
10      height is necessary?

11                  THE WITNESS (Pieper): Yes, if  
12      necessary, yes. We understand that Verizon may  
13      want to go at a lower height now than they  
14      originally conveyed to Crown Castle as their  
15      network needs may have changed.

16                  MR. MERCIER: If AT&T needed 120 feet  
17      and there was no other carriers above that, what  
18      height of the tower would it be, would it be 120,  
19      125 or --

20                  THE WITNESS (Pieper): It would be 126.

21                  MR. MERCIER: Why is that for the extra  
22      6 feet, say, from the centerline?

23                  THE WITNESS (Pieper): Because AT&T  
24      uses a 12 foot vertical window from their  
25      centerline, so it's 6 feet above and 6 feet below.

1       So they specified to Crown they want 120 foot  
2       centerline. So you go to 6 feet on top of that  
3       for tower steel, so it would 126 feet.

4                    MR. MERCIER: Thank you. Would the  
5       tower be built to support an extension?

6                    THE WITNESS (Pieper): Yes, it can be  
7       designed that way, if necessary.

8                    MR. MERCIER: Does Crown typically  
9       design, say, a 20 foot extension or is there  
10      another number or you just --

11                  THE WITNESS (Pieper): That's usually  
12      what we do is a 20 foot section. That's the  
13      easiest way if you design the tower that way to  
14      fly in an extra section of tower steel, a 20 foot  
15      section on top.

16                  MR. MERCIER: Thank you. I understand  
17      AT&T was looking for 120 feet and Cellco initially  
18      was at 132. Now that Cellco does not want to  
19      locate on potentially at 132 feet, would AT&T  
20      installing antennas at a higher elevation on the  
21      tower, would that benefit their coverage, we'll  
22      just say 130 feet, if they went up that high, or  
23      is it 120 just for their network needs?

24                  THE WITNESS (Pieper): I can't speak to  
25      their network needs, but they conveyed to Crown

1       they want 120 on this tower as proposed in the  
2       proposed location.

3                   ATTORNEY REGAN: I think that's a  
4       question for Martin to address.

5                   THE WITNESS (Lavin): Martin Lavin, C  
6       Squared. I've not had indication from AT&T that  
7       they wish to move up. As far as I know, they want  
8       to replicate the coverage they had, the current  
9       tower at 118 feet, so 120 feet matches up well  
10      with that.

11                  MR. MERCIER: Thank you. Reviewing the  
12      site plans, it showed a tower profile and a  
13      compound layout that could accommodate three  
14      carriers. Is that just a preliminary schematic or  
15      would the tower only be designed to support three  
16      levels of platform mounted antennas?

17                  THE WITNESS (Pieper): It's a  
18      preliminary schematic, definitely. It could  
19      accommodate others, if necessary.

20                  MR. MERCIER: I have a question  
21      regarding Response Number 40. This had to do with  
22      the visibility analysis. For the first two lines  
23      it basically said it's approximately 599 acres of  
24      year-round visibility associated with the proposed  
25      facility is predicted. Of this total, areas where

1 the existing Crown tower located at 120 Universal  
2 Drive may also be visible, including approximately  
3 328 acres. Then it says, These areas are  
4 generally located over undeveloped tidal marsh to  
5 the northwest, southwest and west.

6 When it says "these areas," does that  
7 mean the acreage of new visibility or does it mean  
8 acreage where the existing tower is currently  
9 visible?

10 THE WITNESS (Landino): This is Rick  
11 Landino with All-Points Technology. Could you  
12 just repeat the question? I'm sorry. I just want  
13 to make sure I'm understanding it.

14 MR. MERCIER: The sentence says "these  
15 areas." I was trying to figure out what you mean  
16 by the words "these areas." Which areas, is it  
17 new tower visibility or is it visibility  
18 associated with the existing tower or maybe some  
19 other factor? I'm not sure. I'm just trying to  
20 determine what the term "these areas" meant.

21 THE WITNESS (Landino): Rick Landino  
22 with All-Points Technology. Could you get back to  
23 me on that one? I just want to double check  
24 something in my notes, and I'll circle back on the  
25 answer to that.

1                   MR. MERCIER: Yes. Thank you.

2                   I'm going to refer to the remote field  
3 review, a couple photographs that was included as  
4 attachment C for Response 51. The first image  
5 there on page 2 of the document is basically an  
6 aerial schematic showing the wetlands and the  
7 tower location. Are there any type of stormwater  
8 control necessary to prevent point discharges  
9 towards those wetlands or is that not necessary?

10                  THE WITNESS (Gustafson): Matt  
11 Gustafson with All-Points Technology. Based on  
12 the existing conditions of the site and the  
13 improvements proposed under the current  
14 application, we do not feel that any additional  
15 improvements to the stormwater controls are  
16 necessary, mostly due to the existing separating  
17 distance to the wetlands, the existing ground  
18 cover, the intercepting vegetation, and again, the  
19 improvements of largely impervious surfaces at the  
20 existing site and a lack of general controls in  
21 the existing condition.

22                  So simply put, the proposed site will  
23 not result in a negative impact to the wetland  
24 resources proximate from a stormwater standpoint.

25                  MR. MERCIER: Thank you. I'm going to

1 move to Photo Number 1. It just basically shows  
2 two proposed utility poles on either side of the  
3 road. What entity would approve the height of the  
4 poles? I'm trying to get a sense of truck traffic  
5 in the area, are there height issues. Who would  
6 determine the actual height of the overhead line?

7 ROBERT BURNS: This is Robert Burns  
8 with All-Points Technology, the engineer on the  
9 project. UI would determine the height of the  
10 utility poles, and it's been walked with them.

11 MR. MERCIER: Thank you. Did they  
12 indicate what height might be required to maintain  
13 a proper clearance over the road?

14 ROBERT BURNS: They didn't indicate a  
15 specific height, but usually it's around 35 feet  
16 which should be sufficient.

17 ATTORNEY REGAN: Melanie, do you need  
18 to swear Robert in?

19 ATTORNEY BACHMAN: I'm sorry,  
20 Mr. Burns, if you could please just raise your  
21 right hand.

22 ROBERT BURNS: I was forgotten.

23 R O B E R T   B U R N S ,

24 having been first duly sworn by Attorney  
25 Bachman, testified on his oath as follows:

1                   ATTORNEY BACHMAN: Thank you. We will  
2 add you to the witness list as well.

3                   Thank you, Attorney Regan.

4                   MR. MERCIER: Thank you. Staying with  
5 that photograph, Photo 1, over to the far left  
6 there's a large tree. Would that tree have to be  
7 removed or is that staying in place?

8                   THE WITNESS (Burns): This is Robert  
9 Burns at All-Points again. I'm not looking at the  
10 photograph, but there should be no tree removal  
11 for the installation of this facility.

12                  MR. MERCIER: Okay. I'm assuming --  
13 there's snow on the ground there, but I'm assuming  
14 this is mostly like a, is that a lawn area where  
15 the majority of the site will be constructed?

16                  THE WITNESS (Burns): That's correct.

17                  MR. MERCIER: Thank you. I have no  
18 other questions.

19                  THE VICE CHAIR: Thank you, Mr.  
20 Mercier. We'll now continue with  
21 cross-examination of the applicants by Mr. Nguyen  
22 followed by Mr. Carter.

23                  Mr. Nguyen, good afternoon.

24                  MR. NGUYEN: Good afternoon. Thank  
25 you. I have a few questions, and these are

1 related to the backup generator. Now, the record  
2 indicates that natural gas is available on  
3 Universal Drive; is that correct?

4 THE WITNESS (Burns): Robert Burns at  
5 All-Points. Yes, natural gas is available on the  
6 street.

7 MR. NGUYEN: For the record, who is the  
8 natural gas provider in that area?

9 THE WITNESS (Burns): I believe it's  
10 Southern Connecticut Gas which is an entity of UI.

11 MR. NGUYEN: Yes, so SCG. Do you know  
12 how many feet are between the compound to  
13 Universal Drive approximately?

14 THE WITNESS (Burns): Give me one  
15 second. I would say it's approximately from the  
16 corner of the compound to Universal Drive is about  
17 75 feet maybe.

18 MR. NGUYEN: Thank you.

19 THE WITNESS (Burns): You're welcome.

20 MR. NGUYEN: Now, have the applicants,  
21 whether Crown Castle or AT&T, engaged in  
22 discussion with SCG regarding bringing the natural  
23 gas line to the compound?

24 THE WITNESS (Burns): That will be a  
25 question for AT&T.

1                   THE WITNESS (Costello): Greg Costello,  
2 SAI. No, they have not at this time.

3                   MR. NGUYEN: A question for AT&T. So  
4 AT&T is proposing propane for a backup generator;  
5 is that correct?

6                   THE WITNESS (Costello): Greg Costello,  
7 SAI. Correct.

8                   MR. NGUYEN: And the record indicates  
9 that Cellco, if this site is approved, that they  
10 would a diesel backup generator. I'm curious as  
11 to why each provider is utilizing a different  
12 fossil fuel for backup generators.

13                  THE WITNESS (Costello): I can't speak  
14 for Cellco, but in AT&T's case it most likely has  
15 to do with the potential wetlands adjacent to the  
16 property. So, in order to avoid any sort of  
17 spillage that could potentially happen, they  
18 proposed propane at the time.

19                  MR. NGUYEN: Now, if natural gas is  
20 available to the compound, would AT&T utilize  
21 natural gas?

22                  THE WITNESS (Costello): If it's  
23 available at the compound, they would definitely  
24 consider it.

25                  MR. NGUYEN: Okay. Now, this question

1 is for the applicants. I don't know whether it's  
2 Comcast or AT&T. But are the applicants willing  
3 to engage in discussion with SCG to evaluate the  
4 feasibility of potentially utilizing natural gas  
5 for the backup generators, assuming this case is  
6 approved.

7 THE WITNESS (Costello): Greg Costello  
8 again, SAI. Yes, they would consider that.

9 MR. NGUYEN: That's all I have. And  
10 thank you, panel.

11 Thank you, Mr. Vice Chair.

12 THE VICE CHAIR: We'll now continue  
13 with cross-examination by Mr. Carter followed by  
14 Ms. Hall.

15 Mr. Carter, good afternoon.

16 MR. CARTER: Good afternoon. And good  
17 afternoon to the panel and to staff as well. I'm  
18 not going to take up much time per usual. I just  
19 wanted to find out, was there any feedback  
20 received from the Town of North Haven regarding  
21 this?

22 THE WITNESS (Pieper): Crown Castle,  
23 this is Sonny Pieper. We did not receive anything  
24 back from them, but we haven't engaged them yet.  
25 I don't know if All-Points had any discussion with

1 them.

2 ATTORNEY REGAN: We did go through a  
3 standard municipal consultation in North Haven and  
4 submitted a letter which is part of the record.

5 THE WITNESS (Pieper): Excuse me.

6 Thank you.

7 MR. CARTER: Has there been any  
8 outreach to any local first responders or, I  
9 suppose, even Amtrak police since it looks like  
10 it's on the Hartford line regarding collocation?

11 THE WITNESS (Pieper): There's been no  
12 outreach from Crown Castle to Amtrak. It's my  
13 understanding that AT&T uses FirstNet, and some of  
14 the public responders in the area may ride the  
15 AT&T network that would be impacted by this if the  
16 site were to relocate.

17 MR. CARTER: Thank you. Mr. Vice  
18 Chair, that's all that I have.

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

22 Ms. Hall, good afternoon.

23 MS. HALL: Good afternoon. Just a real  
24 quick follow-up on some of the questions by Mr.  
25 Nguyen. Both parties cited the cost of getting

1       gas from the street to the location, the possible  
2       generators as a consideration for not making use  
3       of natural gas. If the cost is to be split  
4       between the two of you, would that ease that  
5       concern?

6                   THE WITNESS (Costello): Greg Costello,  
7       SAI. On behalf of AT&T, certainly that would ease  
8       it.

9                   MS. HALL: And the other party?

10                  THE VICE CHAIR: Verizon is not on the  
11       witness list.

12                  MS. HALL: Sorry.

13                  ATTORNEY REGAN: I think that's going  
14       to be a second half question.

15                  MS. HALL: Okay. Sorry. That's all  
16       the questions I have. Thank you.

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

20                  Dr. Williams, good afternoon.

21                  DR. WILLIAMS: Good afternoon. Based  
22       on the urban development and heavy industrial use  
23       of the site, I have no further questions.

24                  THE VICE CHAIR: Thank you, Dr.  
25       Williams. We'll now continue with

1       cross-examination of the applicants by Mr. Syme  
2       followed by Mr. Lynch.

3                   Mr. Syme, good afternoon.

4                   MR. SYME: Good afternoon. I've  
5       reviewed the documents and records provided to us.  
6       I have no questions at this time.

7                   THE VICE CHAIR: Thank you, Mr. Syme.  
8       We'll now continue with cross-examination of the  
9       applicants by Mr. Lynch followed by myself.

10                  Mr. Lynch, good afternoon.

11                  MR. LYNCH: Good afternoon. Can you  
12       hear me?

13                  THE VICE CHAIR: You're a little  
14       choppy.

15                  MR. LYNCH: Can you hear me?

16                  THE VICE CHAIR: Yes, I can hear you  
17       now.

18                  MR. LYNCH: Okay. I only have a few  
19       questions, but I've got to work backwards. As far  
20       as antennas on the tower, does FirstNet have their  
21       own antennas or do they run them off of AT&T?

22                  THE WITNESS (Lavin): Martin Lavin, C  
23       Squared. They use the same antennas as AT&T.  
24       It's a 700 megahertz block that AT&T has on their  
25       antennas. No additional antennas are needed.

1                   MR. LYNCH: Okay. Now, I'm a little  
2 confused. I've heard a couple of different sites  
3 for the antennas at 132, 126, 120 and 118. Now,  
4 is there enough separation between the 132 foot, I  
5 guess, Cellco and 126 AT&T to not cause any  
6 interference?

7                   THE WITNESS (Pieper): This is Sonny  
8 Pieper on behalf of Crown Castle. The customers  
9 will have separation in their -- they'll have  
10 their own vertical windows on the tower. AT&T  
11 will be centered at 120, 120 feet, and they'll  
12 typically have 6 feet above that and 6 feet below  
13 that. So they'll have vertical separation between  
14 the other customers including Cellco and T-Mobile.

15                  MR. LYNCH: But if Cellco is at 132 and  
16 they have a 6 foot antenna going down, that  
17 doesn't leave a 10 foot separation there if 126  
18 and 130 -- it just seems to me that there is a  
19 possibility of having interference between these  
20 two networks.

21                  THE WITNESS (Pieper): Cellco will have  
22 a 10 foot window on the tower. There is the issue  
23 of, you know, they want to go lower on the tower  
24 so they won't be at 132 is my understanding  
25 despite what they committed to us several years

1 ago. So they'll be lower on the tower. And  
2 they'll speak to that here shortly, but they'll be  
3 at a 10 foot window, and the customers will be in  
4 their own unique RF windows on the tower and  
5 they'll be separation --

6 MR. LYNCH: So either Cellco or AT&T  
7 won't have to angle any antennas or anything?

8 THE WITNESS (Pieper): No, they'll be  
9 in their own unique leased areas on the tower.

10 MR. LYNCH: Now, Mr. Mercier asked you  
11 about if there's a need for a temporary tower.  
12 What form would that tower be, would it be a  
13 lattice tower or some type of a temporary -- what  
14 form would a temporary tower be? I guess that's  
15 my question.

16 THE WITNESS (Pieper): We don't need a  
17 temporary tower at this moment in time. We're not  
18 asking for that.

19 MR. LYNCH: But Mr. Mercier said if you  
20 do need it, I'm just asking what form would it be.

21 THE WITNESS (Pieper): There are  
22 multiple forms of temporary towers. Some are  
23 ballast mount that mount on the ground and some  
24 are erected off the back of trucks. We call them  
25 Cell on Wheels or Cell on Light Trucks. There's a

1 variety of different temporary solutions that the  
2 customers will have to speak to, Verizon, Cellco,  
3 AT&T and T-Mobile if they need. Our goal is not  
4 to interrupt the coverage and have the new site  
5 approved from a zoning perspective and permitted  
6 and erected and before the other one goes away.

7 MR. LYNCH: All right. Now, I'm  
8 looking at your diagram, I guess it's SP-2, I  
9 guess, and it just shows the compound, and it also  
10 shows the propane tank. Now, is there enough  
11 separation between the propane tank and the  
12 structure for the tower? Isn't there usually a 10  
13 foot separation?

14 THE WITNESS (Burns): This is Robert  
15 Burns from All-Points. Mr. Lynch, if you look at  
16 drawing CP-1, it actually shows the 10 foot offset  
17 from the tank. And the answer is yes they'll be  
18 plenty of separation.

19 MR. LYNCH: How did I miss that? Now,  
20 if you have a 500 gallon propane tank, wouldn't a  
21 1,000 gallon tank be more appropriate?

22 THE WITNESS (Burns): Robert Burns with  
23 All-Points. The generator is only a 20kW propane  
24 generator, and with a 500 gallon tank I believe it  
25 supplies five days worth of running time, just

1 under five days. But there is sufficient space  
2 there if AT&T wished to go to 1,000 gallons.

3 MR. LYNCH: Because I know some of the  
4 other cell sites have switched out their 500  
5 gallon tanks for 1,000 gallon tanks. Don't ask me  
6 how I know that.

7 Now, also, Mr. Mercier asked you about  
8 the utility poles and how high they were. And I  
9 see one pole is actually a guy pole. Why does it  
10 need to be guyed?

11 THE WITNESS (Burns): Again, Robert  
12 Burns with All-Points. The site was walked with  
13 UI, and UI determined the need to be guyed. My  
14 guess is because it's an overhead line running to  
15 that pole, and there's no overhead from it so it  
16 may need an anchor on the property. Because once  
17 it hits that pole, it goes underground to the  
18 utility area.

19 MR. LYNCH: Okay. I was just curious  
20 about why it was guyed. Thank you, Mr. Burns.

21 THE WITNESS (Burns): You're welcome.

22 MR. LYNCH: Now, the utilities,  
23 electric and fiberoptic, do they go underground at  
24 this site at the pole?

25 THE WITNESS (Burns): Once again,

1 Robert Burns with All-Points. It will run  
2 overhead to the new pole on site and then  
3 underground to the utility area.

4 MR. LYNCH: But both the fiberoptic and  
5 the electrical are they in the same trench?

6 THE WITNESS (Burns): Yes.

7 MR. LYNCH: Now, I've asked this  
8 question before but not in a long time. When  
9 you're measuring the distance from the site to the  
10 nearest residence, and in this case it's 335 feet,  
11 is that from property line to property line or  
12 does that include the tower and the residence?

13 THE WITNESS (Burns): Once again,  
14 Robert Burns with All-Points. It is from the  
15 compound to the actual structure, the residential  
16 structure.

17 MR. LYNCH: Okay. That's what I -- I  
18 asked it before, but I couldn't remember what the  
19 answer was. Thank you, Mr. Burns.

20 THE WITNESS (Burns): You're welcome.

21 MR. LYNCH: Mr. Morissette, those are  
22 all my questions. Thank you.

23 THE VICE CHAIR: I'm going to start my  
24 questions with the visual analysis, Photo 1. Now,  
25 in that photo I see three towers. We have on the

1 right we have the new, the balloon float. In the  
2 center I believe is the tower that's going to be  
3 decommissioned. And to the left is the tower  
4 associated with the train signal power. Is that  
5 correct?

6 THE WITNESS (Landino): This is Rick  
7 Landino, All-Points Tech. Did you say train  
8 signal tower? I couldn't hear that.

9 THE VICE CHAIR: Yes.

10 THE WITNESS (Landino): There are two  
11 existing towers in Photo 1 and one proposed tower,  
12 our proposed tower, two on the left and one in the  
13 center.

14 THE VICE CHAIR: So the one on the left  
15 is a railroad signal tower that a photo was  
16 provided in attachment 1 of the Late-Files; is  
17 that correct?

18 THE WITNESS (Landino): Correct.

19 THE VICE CHAIR: Okay. On that signal  
20 tower Cellco has equipment on that signal tower,  
21 correct?

22 THE WITNESS (Landino): Correct.

23 THE VICE CHAIR: Okay. Does Cellco  
24 also have equipment on the center cell tower  
25 that's going to be decommissioned?

1                   THE WITNESS (Landino): I don't have  
2 the answer to that at this point.

3                   THE VICE CHAIR: Cellco, is there  
4 equipment on the existing tower in the center of  
5 this photo?

6                   ATTORNEY SCHAEFER: Mr. Morissette,  
7 this is Attorney Schaefer. Our witness panel is  
8 not yet sworn in, but I would believe that Crown  
9 Castle can answer what equipment is on their tower  
10 which is that center tower.

11                  THE WITNESS (Pieper): Yeah, Cellco is  
12 not or Verizon is not currently collocating any  
13 equipment on the existing tower.

14                  THE VICE CHAIR: Okay. Thank you.  
15 Sorry about that. Okay. I'm going to talk a  
16 little bit more about the gas, natural gas to the  
17 emergency generator relating to Question Number  
18 23. At the end of the response to Question Number  
19 23 it says -- we seem to be seeing this a lot  
20 lately -- it is also worth noting that natural gas  
21 susceptible to outages that are outside of  
22 Cellco's control and may occur contemporaneously  
23 with power outages.

24                  Now, this is AT&T. So my question is,  
25 is there any empirical evidence -- this will be

1 for both of the providers -- that supports that  
2 statement?

3 THE WITNESS (Pieper): Supports what  
4 statement? Can you repeat the question? I'm  
5 sorry.

6 THE VICE CHAIR: Sure. Natural gas  
7 supply is susceptible to outages that are outside  
8 the control of the carriers while the propane is  
9 not.

10 THE WITNESS (Pieper): So you're asking  
11 about Interrogatory Question Number 3, emergency  
12 backup power?

13 THE VICE CHAIR: Yes. So this response  
14 seems to be coming up quite a bit, and I'm curious  
15 as to what's the basis for that response. Is  
16 there any empirical evidence? Now, I know from a  
17 generator perspective that there has been times  
18 when during severe cold snaps that gas supplies  
19 have been interrupted to generators and therefore  
20 causing capacity issues. But I did not think that  
21 it applied to situations that would feed a cell  
22 tower. So I'm poking at is there any evidence to  
23 that effect or is that just a statement that, you  
24 know, that the providers are feeling that that's  
25 the case or is there any evidence?

1                   THE WITNESS (Costello): Greg Costello,  
2 SAI, on behalf of AT&T. I can't speak to Cellco's  
3 response on Question 3. However, the response I  
4 can offer would probably be, it's a risk that they  
5 want to highlight.

6                   THE VICE CHAIR: It's actually a  
7 response to 30.

8                   THE WITNESS (Costello): 30.

9                   THE VICE CHAIR: For yours.

10                  THE WITNESS (Costello): Okay. Still  
11 same response though. It's just -- I don't have  
12 any actual evidence of it.

13                  THE VICE CHAIR: What I'm trying to  
14 determine is it really a risk or not, and I'm not  
15 hearing too much support. I'll ask Verizon the  
16 same question when they're available.

17                  Okay. That concludes my questioning  
18 for this afternoon.

19                  Mr. Landino, do you have the response  
20 to your open question?

21                  THE WITNESS (Landino): I do. I  
22 apologize for that. What that paragraph is  
23 saying, there's 600 acres of predicted year-round  
24 visibility. These areas is pertaining to all 600  
25 acres. So I would say most of the year the

1 visibility occurs over those 599 acres.

2 THE VICE CHAIR: Mr. Mercier, does that  
3 answer your question?

4 MR. MERCIER: Yes. Thank you.

5 THE VICE CHAIR: Very good. Thank you.

6 We'll now continue with cross-examination of the  
7 applicants by Cellco Partnership d/b/a Verizon  
8 Wireless by Attorney Schaefer or Attorney Deans.

9 Attorney Schaefer I think it is.

10 ATTORNEY SCHAEFER: Yes. Thank you.

11 No questions.

12 THE VICE CHAIR: Very good. Thank you.

13 Okay. We'll now move on to the  
14 appearance by Cellco Partnership doing business as  
15 Verizon Wireless. Will the intervenor present its  
16 witness panel for the purpose of taking the oath,  
17 and we'll have Attorney Bachman administer the  
18 oath.

19 Attorney Schaefer.

20 ATTORNEY SCHAEFER: Thank you. Good  
21 afternoon, Vice Chair. For the record, John  
22 Schaefer and Emily Deans with Robinson & Cole on  
23 behalf of the intervenor Cellco Partnership doing  
24 business as Verizon Wireless.

25 Today our witness panel consists of two

1       representatives from the intervenor Cellco. They  
2       include to my left Elizabeth Glidden, real estate  
3       regulatory specialist for Verizon Wireless and to  
4       my right, Martin Lavin, senior radio frequency  
5       engineer with C Squared Systems LLC. And I would  
6       offer them at this time to be sworn.

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

9                   Attorney Bachman, please administer the  
10      oath.

11                  ATTORNEY BACHMAN: Thank you, Vice  
12      Chair Morissette. If the witnesses could please  
13      raise their right hand.

14      E L I Z A B E T H    G L I D D E N,  
15      M A R T I N    L A V I N,

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

18                  ATTORNEY BACHMAN: Thank you.

19                  THE VICE CHAIR: Thank you. Attorney  
20      Schaefer, please begin by verifying all the  
21      exhibits by the appropriate sworn witnesses.

22                  ATTORNEY SCHAEFER: Yes. Thank you.  
23      Today we have three exhibits that are listed in  
24      the hearing program. Those exhibits are listed  
25      under Roman Numeral III under the appearance of

1       intervenor, subsection B, and they include the  
2       request for intervenor status, responses to  
3       Council interrogatories, and the supplemental  
4       coverage maps that were filed on February 2nd. I  
5       offer these for identification purposes and  
6       subject to the verification of the witnesses. And  
7       I will ask the witnesses to verify them as a panel  
8       in the interest of time.

9                    DIRECT EXAMINATION

10                  ATTORNEY SCHAEFER: So let me ask the  
11       witness panel, did you prepare or assist in the  
12       preparation of the exhibits listed in the hearing  
13       program under Roman Numeral III, subsection B,  
14       Items 1 through 3? Ms. Glidden?

15                  THE WITNESS (Glidden): Yes, I did.

16                  ATTORNEY SCHAEFER: Mr. Lavin?

17                  THE WITNESS (Lavin): Yes.

18                  ATTORNEY SCHAEFER: Do you have any  
19       amendments or modifications to offer to any of  
20       those exhibits at this time? Ms. Glidden?

21                  THE WITNESS (Glidden): No.

22                  MR. SCHAEFER: Mr. Lavin?

23                  THE WITNESS (Lavin): No.

24                  ATTORNEY SCHAEFER: With these  
25       modifications, is the information contained in

1 those exhibits true and accurate to the best of  
2 your knowledge? Ms. Glidden?

3 THE WITNESS (Glidden): Yes.

4 ATTORNEY SCHAEFER: Mr. Lavin?

5 THE WITNESS (Lavin): Yes.

6 ATTORNEY SCHAEFER: And do you adopt  
7 that information contained in those exhibits as  
8 your testimony in this proceeding? Ms. Glidden?

9 THE WITNESS (Glidden): Yes.

10 ATTORNEY SCHAEFER: And Mr. Lavin?

11 THE WITNESS (Lavin): Yes.

12 ATTORNEY SCHAEFER: Vice Chair  
13 Morissette, I offer them as full exhibits and my  
14 witnesses for cross-examination.

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

17 Do the applicants object to the  
18 admission of Cellco Partnership d/b/a Verizon  
19 Wireless's exhibits? Attorney Regan?

20 ATTORNEY REGAN: No, no objections,  
21 Mr. Chair.

22 THE VICE CHAIR: Very good. Thank you.  
23 The exhibits are hereby admitted.

24 (Intervenor Cellco Partnership d/b/a  
25 Verizon Wireless Exhibits III-B-1 through III-B-3:

1       Received in evidence - described in index.)

2                   THE VICE CHAIR: We'll now begin with  
3       cross-examination of Cellco Partnership d/b/a  
4       Verizon Wireless by the Council starting with Mr.  
5       Mercier followed by Mr. Nguyen.

6                   Mr. Mercier.

7                   CROSS-EXAMINATION

8                   MR. MERCIER: Thank you. I'm just  
9       going to review the responses to the Council  
10      interrogatories beginning with Number 5. It  
11      essentially states Cellco will remove its  
12      equipment from the signal tower once its equipment  
13      on the new tower, if it was approved, is  
14      operational.

15                  Does the lease with the CSX Corporation  
16      who owns the signal tower have language specifying  
17      a timeline for removal of nonoperational equipment  
18      from the tower?

19                  THE WITNESS (Glidden): This is Liz  
20      Glidden. It's not property that we own, so we  
21      would not -- actually let me rephrase that. Most  
22      leases, I don't know specifically in this case,  
23      but most leases do have language that require us  
24      to move our equipment within a certain time of  
25      disengaging a site.

1                   MR. MERCIER: For this particular site,  
2 once the site is constructed and it's ready for  
3 collocation by other carriers, what is the  
4 timeline for Cellco to get on the new facility?

5                   THE WITNESS (Glidden): This is Liz  
6 Glidden. We typically, once the site is tenant  
7 ready, we would begin to pull our building permits  
8 and proceed with construction shortly after that,  
9 you know, weather dependent.

10                  MR. MERCIER: For this site you have an  
11 existing facility under lease. Do you anticipate,  
12 you know, if the tower was fully constructed and  
13 ready for tenants, would this be in a few months  
14 or are you going to wait a year depending on  
15 budgeting or what's the timeline in that regard?

16                  THE WITNESS (Glidden): Liz Glidden.  
17 This site is budgeted, so it would be, I don't  
18 want to say immediate, but it would be a few  
19 months to your question.

20                  MR. MERCIER: Thank you. Would you  
21 know how much time is left on Cellco's lease with  
22 CSX for the signal tower?

23                  THE WITNESS (Glidden): Just a moment.  
24 This is Liz Glidden. To my knowledge, there's no  
25 set expiration. The current signal tower does not

1 accommodate modifications for our equipment that  
2 we want to make, and that's our interest in  
3 moving.

4 MR. MERCIER: Would Cellco be subject  
5 to any terms or provisions of the lease related to  
6 vacating the structure early?

7 THE WITNESS (Glidden): This is Liz  
8 Glidden. Not that I'm aware of.

9 MR. MERCIER: Thank you. I'm going to  
10 move to Response Number 9. This had to do with  
11 Cellco's installation on the tower, and it  
12 essentially stated that it would be 82 feet. As  
13 discussed earlier today, Interrogatory 9 for the  
14 applicant stated Cellco intends to locate at the  
15 132 foot level of the tower. Right now Cellco  
16 proposed to install their equipment at the 82 foot  
17 level of the new tower?

18 THE WITNESS (Lavin): Martin Lavin.  
19 Yes, Cellco is going at 82 feet AGL.

20 MR. MERCIER: Was it initially planned  
21 for 132 feet; and if so, why was the antenna  
22 centerline lowered to 82?

23 THE WITNESS (Lavin): This is Martin  
24 Lavin again. I don't know the history of the  
25 previous arrangements for the site, but 82 feet

1 matches the height of the equipment on the current  
2 CSX tower, and to go 82 feet on the new tower  
3 slots in perfectly with the system as it is and  
4 won't require any adjustments to be made.

5 MR. MERCIER: Besides the  
6 implementation of 5G services, are there any other  
7 coverage enhancements from the relocation or is  
8 the coverage essentially the same as the original  
9 site?

10 THE WITNESS (Lavin): We will be adding  
11 C-Band coverage which isn't possible on the  
12 current site.

13 MR. MERCIER: Thank you. I have no  
14 other questions.

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

19 Mr. Nguyen.

20 MR. NGUYEN: Thank you, Mr. Vice Chair.  
21 Cellco, a question regarding the backup  
22 generator. Cellco has proposed diesel for a  
23 backup generator; is that correct?

24 THE WITNESS (Glidden): This is Liz  
25 Glidden. Yes, that is correct.

1                   MR. NGUYEN: Now, you probably heard my  
2 cross with AT&T.

3                   THE WITNESS (Glidden): Yes.

4                   MR. NGUYEN: And AT&T indicated that  
5 they use propane in lieu of diesel. This had  
6 something to do with avoiding the possible spill  
7 in this particular area. Now, is that a concern  
8 for Cellco to use diesel in lieu of propane?

9                   THE WITNESS (Glidden): This is Liz  
10 Glidden. Verizon is proposing diesel. We have a  
11 spill containment system as part of our tanks, so  
12 therefore we do not find it to be a concern.

13                  MR. NGUYEN: Okay. Now, given that  
14 AT&T is proposing propane and Cellco is proposing  
15 diesel, would it make sense, for example, for the  
16 compound with respective wireless providers using  
17 the same type of fuel for delivery efficiency?

18                  THE WITNESS (Glidden): This is Liz  
19 Glidden. I can't speak to AT&T's needs, but we  
20 prefer to use diesel, and it does not require the  
21 1,000 gallon tank that is used with propane.

22                  MR. NGUYEN: And what would be the tank  
23 for diesel, the capacity?

24                  THE WITNESS (Glidden): 50 gallons, I  
25 believe. Give me a second just to double check

1 that.

2 (Pause.)

3 MR. NGUYEN: I could move on while  
4 someone is looking into that.

5 ATTORNEY SCHAEFER: Yeah, we'll get you  
6 the answer, Mr. Nguyen.

7 MR. NGUYEN: With respect to natural  
8 gas, if natural gas were available from the street  
9 to the compound, would Cellco be interested in  
10 having natural gas for the backup generator?

11 THE WITNESS (Glidden): This is Liz  
12 Glidden with Verizon. We wouldn't rule it out,  
13 but we have a lot of concerns with natural gas,  
14 some of which is the cost which has been  
15 described. In particular, doing the trenching  
16 that is required, often we need a separate trench,  
17 and we need to obtain easements, but really it's  
18 the delays involved that are problematic. So, the  
19 delays can be caused by additional trenching, the  
20 acquisition of easements, the concern that during  
21 cold weather the asphalt plants are closed, so if  
22 we have to do any paving as a result.

23 And I wanted to give the example of one  
24 of the sites Wilton South which was part of -- it  
25 was Docket 515 that you heard in 2023. So that's

1 an example of a site where the Connecticut Siting  
2 Council required Verizon to use natural gas.

3 And the site was constructed in June of  
4 2025, and we are still waiting to go on-air with  
5 it due to the issues related to natural gas. So  
6 in that case, we had to obtain easements from our  
7 landlord which was the town. There were a number  
8 of issues with the easements themselves. In  
9 obtaining them, we had to dig a separate trench.  
10 We've been working with Eversource, CNG to come  
11 and do an inspection on the trenches, and we have  
12 not been able to agree to a time to do that.

13 And the -- give me just a second. I  
14 was in the middle of my train of thought. Oh, and  
15 the asphalt plants are now closed. So in that  
16 particular case it's in a bus yard, and the bus  
17 yard doesn't want the trench to be open, and they  
18 want us to be able to pave it back immediately,  
19 and we are unable to do that. So I would argue  
20 that the time constraints are what is deterring us  
21 from using natural gas. So that concludes my  
22 statement.

23 MR. NGUYEN: I appreciate that. And  
24 for the record, we deal with so many dockets, I'm  
25 not familiar with that. But the question to you

1 is that it sounds like you ran into a challenging  
2 situation there. Have you consulted or informed  
3 the Siting Council about that particular  
4 situation?

5 THE WITNESS (Glidden): This is Liz  
6 Glidden. Verizon has not directly reached out to  
7 the Council.

8 MR. NGUYEN: Okay. Thank you. One  
9 last question and then I'm sure Ms. Hall and  
10 Mr. Vice Chair will follow with their question  
11 earlier. But the question for Verizon is that,  
12 and I asked AT&T and they said they are willing,  
13 so would Verizon or Cellco be willing to engage in  
14 discussion with SCG to reevaluate the feasibility  
15 of potentially utilizing natural gas for a backup  
16 generator?

17 THE WITNESS (Glidden): This is Liz  
18 Glidden. Yes, we would speak with the gas  
19 company, and we would engage with them to have  
20 that conversation, but we are not committing to  
21 natural gas, anything would be the outcome of  
22 whatever those conversations that engagement is.

23 MR. NGUYEN: Okay.

24 THE WITNESS (Glidden): If I could, Mr.  
25 Nguyen. You had asked about the gallons for the

1 diesel tank.

2 MR. NGUYEN: Yes.

3 THE WITNESS (Glidden): And it's  
4 approximately 229 gallons for the diesel.

5 MR. NGUYEN: Okay. Thank you very  
6 much.

7 And that's all I have, Mr. Vice Chair.

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

11 Mr. Carter.

12 MR. CARTER: Thank you, Mr. Vice Chair.  
13 I have nothing.

14 THE VICE CHAIR: Thank you. We'll  
15 continue cross-examination by Ms. Hall followed by  
16 Mr. Syme.

17 Ms. Hall.

18 MS. HALL: Thank you. Ms. Glidden, I  
19 think I heard you say that your hesitancy about  
20 the use of natural gas is more an issue of timing  
21 and practicality around timing than it is of  
22 expense, but I'm going to go ahead and ask my  
23 question anyway. If you and the applicant were to  
24 split the cost of getting the gas, the trenching  
25 from the street to the location where it would be

1 used, that would halve the cost of the expense of  
2 putting in the gas. Is that something that you  
3 would be willing to consider sharing the cost on?

4 THE WITNESS (Glidden): This is Liz  
5 Glidden with Verizon. It is something that we  
6 would consider, but I'd like to point out in the  
7 case of Wilton South that I was talking about just  
8 a moment ago, our costs regarding natural gas have  
9 exceeded \$100,000. So, and that's just one site  
10 with one example that had a number of problems,  
11 but it can run tremendous costs.

12 MS. HALL: How long is the distance in  
13 Wilton?

14 THE WITNESS (Glidden): Off the top of  
15 my head, I'm going to say 100 to 150 feet.

16 MS. HALL: So possibly about twice the  
17 length because I think I heard somebody say it's  
18 about 75 feet.

19 THE WITNESS (Glidden): Liz Glidden.  
20 That is correct. And in the case of Wilton, the  
21 costs had to do with acquiring the easements, and  
22 we had to dig a separate trench in that case.  
23 Eversource required a separate utility  
24 trench which -- yeah.

25 MS. HALL: But you would be willing to

1 consider the consultation with Eversource -- it  
2 isn't Eversource in this case, is it, it's  
3 Southern Connecticut Gas on timing and costs and  
4 that sort of thing along with the applicant?

5 THE WITNESS (Glidden): Yes, we'd be  
6 willing to consult with them.

7 MS. HALL: Okay. Thank you. That's  
8 all my questions.

9 THE VICE CHAIR: We'll now continue  
10 cross-examination by Dr. Williams followed by Mr.  
11 Syme.

12 Dr. Williams.

13 DR. WILLIAMS: Nothing at this time.

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

17 Mr. Syme.

18 MR. SYME: Yes, I'm all set at this  
19 time.

20 THE VICE CHAIR: Thank you. We'll  
21 continue cross-examination by Mr. Lynch followed  
22 by myself.

23 Mr. Lynch.

24 MR. LYNCH: Just a simple question for  
25 Mr. Lavin. You heard me talk with AT&T about a

1 safe separation between the two antennas. Do you  
2 agree with AT&T's answer that there will be no  
3 interference?

4 THE WITNESS (Lavin): Yes. We'll be at  
5 82 feet, well away from all the other antennas.

6 MR. LYNCH: All right. And I think I  
7 just heard that Eversource requires a separate  
8 trench for Cellco, is that true, or can you use  
9 the same trench that AT&T is using for fiber and  
10 electrical?

11 THE WITNESS (Glidden): This is Liz  
12 Glidden. I wouldn't know until we had done a  
13 consultation, but it's not uncommon for them to  
14 require a separate trench.

15 MR. LYNCH: All right. So then you  
16 could use the possibility of a single trench for  
17 the utilities and fiberoptics coming in that AT&T  
18 has?

19 THE WITNESS (Glidden): Are you talking  
20 about the fiber or are you talking about the  
21 natural gas?

22 MR. LYNCH: No, I'm talking about  
23 utilities, the telephone and the electrical.

24 THE WITNESS (Glidden): Yes, we would  
25 use the same.

1                   MR. LYNCH: All right. Thank you.

2                   That's all, Mr. Morissette.

3                   THE VICE CHAIR: Thank you, Mr. Lynch.

4                   All of my questions relate to the same  
5                   questions I asked earlier having to do with the  
6                   response to Question 23, the last sentence, It is  
7                   also worth noting that natural gas is susceptible  
8                   to outages, that statement. Now, again, is there  
9                   any empirical evidence to support that?

10                  THE WITNESS (Glidden): This is Liz  
11                  Glidden. I would argue that it's anecdotal  
12                  evidence more than anything else. I think there  
13                  are times when the gas company will turn off the  
14                  gas in cases of severe weather where there is a  
15                  risk of a leakage, or if there is a power outage  
16                  they may shut down both simultaneously. I don't  
17                  have specific data on how often that has happened  
18                  in Connecticut.

19                  THE VICE CHAIR: From your experience,  
20                  have you seen it happen?

21                  THE WITNESS (Glidden): This is Liz  
22                  Glidden. I haven't, but it wouldn't necessarily  
23                  have come directly -- I wouldn't necessarily hear  
24                  about it in my position.

25                  THE VICE CHAIR: Okay. This is

1 something that's fairly new and is really kind of  
2 cropping up now that we haven't heard about in the  
3 past, and I didn't think there was an issue with  
4 supply. Maybe in extreme emergencies there might  
5 be, like you said, an outage in the area that they  
6 need to turn off the gas and electric, but it  
7 seems that -- it seems to me that it's something  
8 that is not usual.

9                 Okay. That concludes my questioning  
10 for this afternoon, so we will continue with  
11 cross-examination of Cellco Partnership d/b/a  
12 Verizon Wireless by the applicants, Attorney  
13 Regan.

14                 ATTORNEY REGAN: No questions, Vice  
15 Chair Morissette.

16                 THE VICE CHAIR: Very good. Okay.  
17 Well, that concludes our hearing for this  
18 afternoon. The Council will recess until 6:30  
19 p.m., at which time we will commence with the  
20 public comment session of this public hearing.  
21 Thank you, everyone, and have a good evening.

22                 (Whereupon, the hearing adjourned at  
23 3:21 p.m.)

24  
25

## CERTIFICATE

I hereby certify that the foregoing 61 pages  
are a complete and accurate computer-aided  
transcription of my original stenotype notes taken  
of the Connecticut Siting Council Public Hearing  
in Re: DOCKET NO. 546, CROWN CASTLE TOWERS 06-2  
LLC AND NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T  
APPLICATION FOR A CERTIFICATE OF ENVIRONMENTAL  
COMPATIBILITY AND PUBLIC NEED FOR THE  
CONSTRUCTION, MAINTENANCE, AND OPERATION OF A  
TELECOMMUNICATIONS FACILITY AND ASSOCIATED  
EQUIPMENT LOCATED AT 70 UNIVERSAL DRIVE, NORTH  
HAVEN, CONNECTICUT, which was held before JOHN  
MORISSETTE, VICE CHAIR, via Zoom, on February 3,  
2026.

Lisa Wallace

Lisa L. Warner, CSR 061

## Notary Public

My commission expires:

May 31, 2028

## 1                   I N D E X

2                   \*ADMINISTRATIVE NOTICE ITEMS I-C-1 THROUGH I-C-88:  
 3                   RECEIVED IN EVIDENCE ON PAGE 10.

4                   CROWN CASTLE TOWERS 06-2 LLC and NEW CINGULAR  
 5                   WIRELESS PCS, LLC d/b/a AT&T WITNESSES:

6                   SONNY PIEPER (Sworn on page 12)  
 7                   RICK LANDINO (Sworn on page 12)  
 8                   MATTHEW GUSTAFSON (Sworn on page 12)  
 9                   GREGORY J. COSTELLO (Sworn on page 12)  
 10                  MARTIN LAVIN (Sworn on page 12)  
 11                  ROBERT BURNS (Sworn on page 27)

## 12                  EXAMINERS:

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13                  Attorney Regan (Direct)	12
14                  Mr. Mercier (Start of Cross)	16
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16                  Mr. Carter	31
17                  Ms. Hall	32
18                  Mr. Lynch	34
19                  Vice Chair Morissette	39

20                  CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS  
 21                  WITNESSES: (Sworn on page 45)

22                  ELIZABETH GLIDDEN  
 23                  MARTIN LAVIN

## 24                  EXAMINERS:

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31                  APPLICANT'S EXHIBITS  
 32                  (Received in evidence)

33                  EXHIBIT	34                  DESCRIPTION	35                  PAGE
36                  II-B-1	37                  Application for a Certificate of 38                  Environmental Compatibility and 39                  Public Need filed by Crown Castle 40                  Towers 06-2 LLC and New Cingular 41                  Wireless PCS, LLC d/b/a AT&T and 42                  attachments, received October 28, 2025, 43                  and bulk file exhibits as follows: 44                  a. Full National Environmental 45                  Policy Act Screening Complete Report 46                  b. North Haven 2017 Plan of 47                  Conservation and Development	38                  15

1	I n d e x: (Cont'd)		
2	EXHIBIT	DESCRIPTION	PAGE
3		c. North Haven 2007 Zoning Regulations with amendments through September 2024	
4		d. 1997 Regulations for the Protection and Preservation of the Inland Wetlands and Watercourses of the Town of North Haven, Connecticut	
5	II-B-2	Affidavit of Publication in the New Haven Register, dated November 6, 2025	15
6	II-B-3	Supplemental Application Exhibit 29: 15 Federal Aviation Administration Determination of No Hazard to Air Navigation, submitted November 19, 2025	
7	II-B-4	Supplemental Application Exhibit 30: 15 Federal Communications Commission's Antenna Structure Registration, submitted November 19, 2025	
8	II-B-5	Sign Posting Affidavit, dated January 27, 2026	15
9	II-B-6	Responses to Council Interrogatories, 15 dated January 27, 2026	
10	CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS EXHIBITS		
11	(Received in evidence)		
12	EXHIBIT	DESCRIPTION	PAGE
13	III-B-1	Request for Intervenor Status, dated December 4, 2025	47
14	III-B-2	Responses to Council Interrogatories, dated January 27, 2026	47
15	III-B-3	Supplemental Coverage Maps, submitted February 2, 2026	47
16	**All Exhibits were retained by the Council.		

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