

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF HOMELAND TOWERS, LLC AND
NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T
FOR A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR THE
CONSTRUCTION, MAINTENANCE, AND
OPERATION OF A TELECOMMUNICATIONS
FACILITY AT 16 COOTE HILL ROAD,
TOWN OF SHERMAN, CONNECTICUT

DOCKET NO. 499

June 17, 2021

MOTION FOR A PROTECTIVE ORDER RELATED TO DISCLOSURE
OF THE COMPENSATION AND FINANCIAL INFORMATION IN THE
LETTER AGREEMENT BETWEEN
HOMELAND TOWERS, LLC AND THE OWNER OF COOTE HILL ROAD

In furtherance of the Council's ruling in Docket 366, the Applicant, Homeland Towers, LLC respectfully moves for a protective order related to the disclosure of the compensation and other financial terms in the Letter Agreement with Pepper Platt Jones, the owner of Coote Hill Road. The Siting Council's evaluation of the Applicant's proposed facility should not be based on the financial terms of Homeland's agreement with Mr. Jones as it does not relate to the criteria set forth in Section 16-50p of the Connecticut General Statutes. Additionally, Homeland considers the compensation and other financial terms that these parties agreed upon as proprietary corporate information. It is respectfully submitted that the compensation in the Letter Agreement between Homeland and Mr. Jones as well as other financial terms are not relevant to this proceeding and should be excluded from any public disclosure. In furtherance of this motion, portions of the Letter Agreement with the compensation and other financial terms disclosed has been provided to the Executive Director as a password protected electronic document with a redacted copy of the Letter Agreement attached to this motion and provided in furtherance of Section 16-50o(c) of the Connecticut General Statutes.



Lucia Chiocchio, Esq.
Christopher B. Fisher, Esq.
Cuddy & Feder LLP
Attorneys for the Applicants

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June _____, 2021

PROTECTIVE ORDER

WHEREAS, the financial provisions in the Letter Agreement between Pepper Platt Jones, the owner of Coote Hill Road and Homeland Towers, LLC ("Homeland") is proprietary, confidential and commercially valuable information ("Confidential Information");

WHEREAS, the Confidential Information qualifies as "trade secrets" as defined by Connecticut Law;

WHEREAS, Homeland would be harmed by the disclosure of the Confidential Information;

WHEREAS, Homeland is willing to provide the Confidential Information to the Siting Council subject to a protective order;

NOW, THEREFORE, it is hereby ordered that a protective order enter with respect to the Confidential Information and that the following is adopted for the protection of the Confidential Information:

1. The Confidential Information shall be governed by the terms of this Order.
2. The Confidential Information is proprietary, confidential and constitutes trade secrets.

3. The Confidential Information shall be given solely to the Siting Council and its staff and the Siting Council and its staff shall take all reasonable precautions to maintain the confidentiality of the Confidential Information.

4. The Confidential Information is subject to this Order and shall in no event be disclosed to any person or entity.

5. The Confidential Information shall be provided to the Siting Council as a password protected electronic document.

6. Nothing herein shall be interpreted as a determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing or trial. Any party seeking to change the terms of this Order shall do so by motion and serve all parties. No information protected by this Order shall be made public until the Siting Council rules on any such motion to change the terms of this Order.

7. The Siting Council and its staff shall not access, use or disclose the Confidential Information in any proceeding, nor make the Confidential Information available to any party, intervenor or interested individual or entity in any proceeding.

8. The Confidential Information shall remain confidential and proprietary after the conclusion of all proceedings in this docket.

9. All copies of the Confidential Information shall be returned to Homeland no later than thirty (30) days after the expiration of all appeal periods applicable to the final decision rendered in this proceeding.

CONNECTICUT SITING COUNCIL

By: _____

Dated: _____, 2021

STATE OF CONNECTICUT
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DOCKET NO. 499

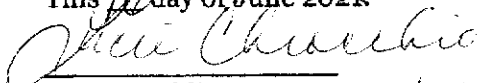
June 16, 2021

AFFIDAVIT

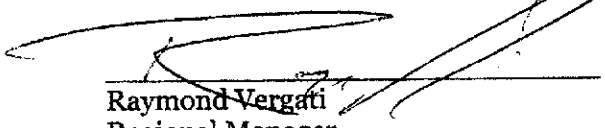
Raymond Vergati, being duly sworn, deposes and states that:

1. I am over the age of eighteen and understand the obligations of making a statement under oath.
2. I am the Regional Manager of Homeland Towers, LLC ("Homeland"), a New York limited liability company with offices at 9 Harmony Street, Danbury, Connecticut.
3. I submit this affidavit in support of the Motion for Protective Order as it relates to the disclosure of the compensation and other financial terms in Homeland's Letter Agreement with Pepper Platt Jones, the owner of Coote Hill Road in Sherman, Connecticut (the "Confidential Information").
4. Homeland considers the Confidential Information highly confidential and commercially valuable information.
5. To the best of my knowledge, Homeland has used best efforts to maintain the Confidential Information as secret to avoid potential harm that may result if the information were to become publicly available. To the best of my knowledge, this information has not been previously disclosed or released to the public.
6. I have been advised by Homeland's legal counsel that neither federal or Connecticut statutes require the confidential portion of this information to be filed in the public record.

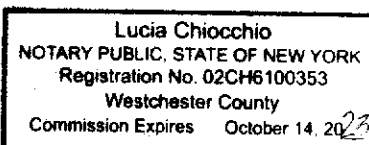
Sworn to before me
This 16 day of June 2021.



Notary Public
My Commission Expires: 10/14/23



Raymond Vergati
Regional Manager
Homeland Towers, LLC



4863731.v1

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

**DOCKET NO. 499
HOMELAND TOWERS LLC**

NONDISCLOSURE AGREEMENT

Homeland Towers LLC (“Homeland”) agrees to make available to _____ (“Recipient”) confidential and proprietary information filed in Connecticut Siting Council Docket No. 499 (“Confidential Information”) subject to restrictions stated herein:

1. Any information provided to Recipient and labeled “Confidential Information” by Homeland shall be Confidential Information subject to this Nondisclosure Agreement.
2. The Confidential Information is received by Recipient in confidence.
3. The Confidential Information shall not be used or disclosed by the Recipient except in accordance with the terms contained herein and in the Company’s Motion for Protective Order in Docket No. 499.
4. Only individuals, and not entities, may be Recipients of Confidential Information under this paragraph. The Recipient must be an attorney or independent expert witness for a party or intervenor in this proceeding. The Recipient acknowledges that disclosure of confidential or proprietary information of Homeland could adversely affect Homeland. By executing this Nondisclosure Agreement, each Recipient certifies that he/she meets the requirements of this paragraph.
5. The following conditions shall apply to each Recipient:
 - a. Each Recipient shall receive one (1) numbered, controlled copy of the Confidential Information. The Recipient shall not make any copies thereof or provide the Confidential Information to any individual or entity.
 - b. The Recipient shall maintain a log of all persons granted access to the Confidential Information.
 - c. The Recipient, by signing this Nondisclosure Agreement acknowledges that he/she may not in any manner disclose the Confidential Information to any person, and that he/she may not use the Confidential Information for the benefit of any person except in this Council proceeding and in accordance with the terms of this Protective Order.

- d. The Recipient acknowledges that any violation of this Nondisclosure Agreement may subject the Recipient to civil actions for violation hereof. Additionally, any Recipient who is an attorney acknowledges his/her ethical obligations under the Rules of Professional Conduct to abide by this Nondisclosure Agreement and to handle properly confidential information that is subject to a protective order.
- e. Within thirty (30) days of the final decision in this Proceeding, Recipient shall return the Confidential Information to Homeland.

RECIPIENT:

By: _____

Date: _____



HOMELAND TOWERS

June 1, 2020

VIA HAND DELIVERY

Mr. Pepper Platt Jones
1 Memory Lane
Sherman, CT 06784

Re: Letter Agreement between Homeland Towers, LLC (together with its successors and assigns, "Homeland") and Mr. Pepper Platt Jones for the benefit of Homeland's ground lease of a portion of the real property located at 16 Coote Hill Road, Sherman, CT (the "Property")

Dear Mr. Jones:

Reference is made to that certain Option and Ground Lease Agreement dated September 27, 2019 (the "Lease") by and between Homeland and Michael J. Berger and Suzanne J. Berger (collectively, "Lessor"). Pursuant to the Lease, Homeland leases a portion of the above-referenced Property from Lessor as further described and depicted on the Site Plan attached hereto as Exhibit A (the "Site Plan"). Homeland's lease of the Property is for the purpose of constructing, establishing and maintaining a telecommunications tower and related equipment and facilities (collectively, the "Telecommunications Facilities").

In order to facilitate the construction and operation of the Telecommunications Facilities, Homeland requires certain Improvements (defined below) be made along a private right of way owned and maintained by you being known as Coote Hill Road (the "Access Road"). Homeland also desires to secure your cooperation in providing any future easements along the Access Road necessary or desired to support the operation of the Telecommunications Facilities.

As a condition to your making the Improvements on Homeland's behalf and in support of your existing obligations to maintain the Access Road, you and Homeland agree to establish a road maintenance fund for your benefit to offset a portion of the maintenance costs you incur in maintaining and improving the Access Road during the term of the Lease.

In consideration of the foregoing, it is agreed as follows:

1. Homeland will make a one-time payment to you of _____) (the "Road Maintenance Fund"). Payment of the Road Maintenance Fund will be made to you within five (5) business days upon receipt of a building permit by Homeland for the construction of the Telecommunications Facility.

2. You shall be solely responsible for, at your cost and expense but subject to Homeland's contribution to the Road Maintenance Fund, the maintenance, up-keep and repairs necessary to keep the Access Road safe and serviceable for Homeland's use, with the exception of snow removal. In the event you fail to maintain the Access Road in a condition acceptable to Homeland, then such failure shall be a default hereunder. In the event of such a default by you, Homeland shall be entitled to maintain the Access Road on your behalf and seek reimbursement from you for any and all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Homeland in curing said default. Such right shall be in addition to, and not in lieu of, any and all remedies available to Homeland whether at law or in equity.



HOMELAND TOWERS

3. You agree to use the Road Maintenance Fund for the purpose of paying for direct costs and expenses incurred by you in maintaining the Access Road. Within ten (10) business days of receipt of the Road Maintenance Fund, you shall be responsible for the costs and work of removing and/or relocating the two (2) existing stone pillars located at the entrance of the Access Road to a minimum of 20' face to face clearance (the "Improvements").

4. You hereby expressly grant, convey and set over to Homeland the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees, vegetation and other similar obstructions within the boundaries of the existing access and existing utility easement which might, within the reasonable judgment of Homeland, interfere or threaten the safe, proper or convenient use, maintenance or operation of the Telecommunications Facilities, or any other present or future facilities, fixtures, appurtenances or equipment within the access and utility Easement. You also agree to cooperate with Homeland in securing; and agree to promptly execute, any access or utility easements along the Access Road as are deemed necessary or desirable by Homeland or its customers to support the operation of the Telecommunications Facilities. Any such access or utility easements shall be prepared and recorded by Homeland, at its sole cost and expense, and in a form mutually acceptable by the parties.

5. The parties hereto further agree that Homeland shall be responsible for the repair of any damage done to the Access Road that is directly caused by the negligence or willful misconduct of Homeland or its agents, licensee, invitees or contractors in the construction, maintenance or operation of the Telecommunications Facilities.

6. The parties agree that there is existing access granted in common with others which includes Homeland and its Tenants to pass and repass over the Access Road from cul-de-sac to Route 37 along with existing utility easements which allow for electric and telephone service along the Access Road from cul-de-sac to Route 37. Should Homeland or any of its Tenants require any future access or utility easements you agree to execute any and all necessary documents to serve the Telecommunication Facilities. and allow recording among the Land Records of the Town of Sherman Connecticut.

7. This Letter Agreement shall continue in full force and effect until the termination or expiration of the Lease and a copy may be recorded among the real property records of the county in which the Property is located.

The terms and conditions in this Letter Agreement shall be binding upon you and your heirs, successors and/or assigns and the successors and assigns of the Lessee under the Lease.

Sincerely,



Manuel Vicente
President Homeland Towers, LLC



HOMELAND TOWERS

Acknowledged and Agreed:

Pepper Platt Jones
By: Pepper Platt Jones

STATE OF: Connecticut

COUNTY OF: Fairfield

On June 1, 2020, before me, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared Mr. Pepper Platt Jones, Owner of Coote Hill Road, Sherman, CT, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

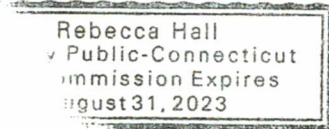
WITNESS my hand and official seal.

Signature: [Handwritten Signature]

(Affix Notarial Seal)

Commission No.: 177224

My Commission Expires: 8.31.2023

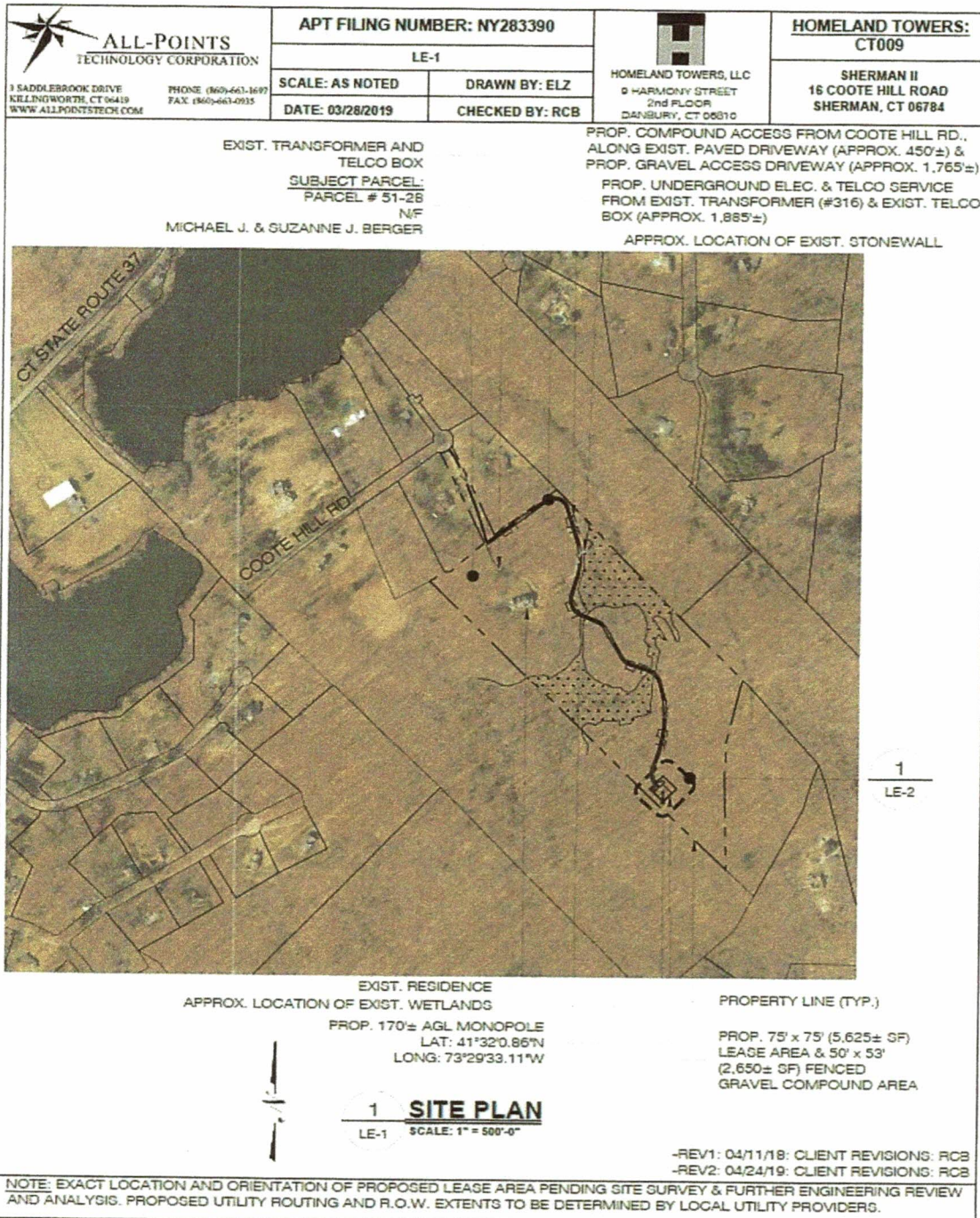




HOMELAND TOWERS

Exhibit A
Site Plan and Access and Utility Easement

See attached



CERTIFICATE OF SERVICE

I hereby certify that on this day one original and 15 hard copies and one electronic version of the foregoing were sent to the Connecticut Siting Council and one electronic copy was sent to:

Stan Greenbaum
9 Peace Pipe Lane
Sherman, CT 06784
Phone (860) 354-2454
sgreenbaum@uchicago.edu

Dated: June 17, 2021



Lucia Chiochio, Esq.
Cuddy & Feder LLP
445 Hamilton Ave, 14th Floor
White Plains, NY 10601
(914)-761-1300

cc: Manny Vicente, Homeland Towers
Ray Vergati, Homeland Towers
Harry Carey, AT&T
Brian Leyden, AT&T
Christopher B. Fisher, Esq., Cuddy & Feder LLP
Kristen Motel, Esq., Cuddy & Feder LLP
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