

Daniel F. Caruso
Chairman

STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051

Phone: (860) 827-2935 Fax: (860) 827-2950

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November 3, 2008

Kenneth C. Baldwin, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103-3597

RE: **DOCKET NO. 366** - Optasite Towers LLC and Omnipoint Communications, Inc. application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications facility located at 52 Stadley Rough Road, Danbury, Connecticut. Request for Comment; §16-50o(c).

Motion for a Protective Order to Not Disclose the Amount of Monthly Rent in a Lease Agreement for a Wireless Telecommunications Facility

Dear Attorney Baldwin:

This letter is specifically addressed to legal counsel who routinely represent wireless carriers before the Connecticut Siting Council. It seeks to obtain comments from carriers within the wireless industry as to the question of whether a protective order should be granted to prevent disclosure to the Siting Council and/or the public of the rent amount paid in telecommunication tower lease agreements. In the above-referenced docket, counsel for Optasite Towers LLC has filed a motion for a protective order that seeks to keep confidential the exact financial terms of the lease agreement between Optasite and its landlord. At a public hearing on October 28, 2008, attorneys for Optasite and for the City of Danbury, a party to this proceeding, presented the respective sides of this argument. Optasite's attorneys argued that the exact amount of lease payment due could be considered proprietary information and, therefore, not subject to disclosure. The City of Danbury's attorneys argued that the statute is very clear about requiring the disclosure of any financial terms of a lease agreement.

The Siting Council, after hearing the two sides present their arguments, deferred making a decision on the motion until a later date. Before deciding on this motion, the Council would like to receive additional opinions from representatives of other firms in the wireless telecommunications industry.

Specifically, the Council welcomes comment pertaining to the following issues:

1. Does the plain language of C.G.S. §16-50o(c) require disclosure of the rent amount contained in telecommunication tower lease agreements?
2. Does the rent amount contained in telecommunication tower lease agreements meet the definition of "proprietary information" or a "trade secret"?

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Accordingly, the relevant statutory sections and term definitions are as follows:

C.G.S. §16-50o(c) states:

“The applicant shall submit into the record the **full text of the terms of any agreement**, and a **statement of any consideration** therefor, if not contained in such agreement, entered into by the applicant and any party to the certification proceeding, or any third party, in connection with the construction or operation of the facility. This provision shall not require the public disclosure of proprietary information or trade secrets.” (emphasis added).

The Freedom of Information Act (FOIA) §1-210(b)(5)(A) derives the definition of “**trade secret**” from Black’s Law Dictionary as:

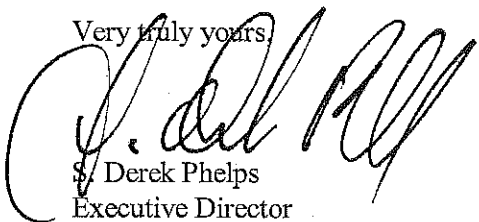
“... information, including formulas, patters, compilations, programs, devices, methods, techniques, processes, drawings, cost data, or customer lists that (i) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use, and (ii) are the subject of efforts that are reasonable under the circumstances to maintain secrecy...”

Black’s Law Dictionary defines “**proprietary information**” as:

“Information in which the owner has a protectable interest.”

Comments on the issue should be submitted on or before Tuesday, November 25, 2008 directly to the Siting Council. If you have any questions or concerns, please call the office at 860-827-2935. Thank you.

Very truly yours,



S. Derek Phelps
Executive Director

SDP/CDM/cm

c: Parties & Intervenors
Michelle Briggs, AT&T



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Julie Kohler, Esq.
Cohen and Wolf, P.C.
1115 Broad Street
Bridgeport, CT 06604

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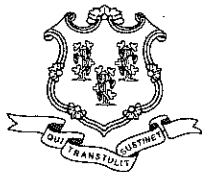
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S/Derek Phelps
Executive Director

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c: Parties & Intervenors
Michelle Briggs, AT&T



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Thomas J. Regan
Brown Rudnick Berlack Israels LLP
CityPlace I, 38th Floor
185 Asylum Street
Hartford, CT 06103-3402

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Dear Attorney Regan:

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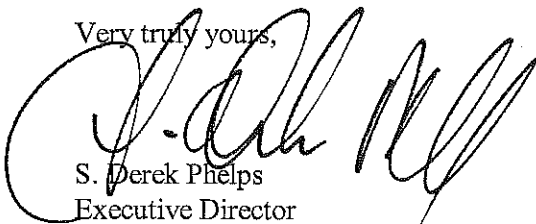
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