

**STATE OF CONNECTICUT
SITING COUNCIL**

IN RE: T-MOBILE NORTHEAST LLC	:	DOCKET #393
APPLICATION FOR A CERTIFICATE OF	:	
ENVIRONMENTAL COMPATIBILITY	:	
AND PUBLIC NEED FOR A	:	
TELECOMMUNICATIONS FACILITY	:	
AT 61-1 BUTTONBALL ROAD,	:	
OLD LYME, CONNECTICUT	:	April 9, 2010

JOINT STIPULATION

T-Mobile Northeast LLC ("T-Mobile") and the Black Hall Club, INC ("Black Hall") hereby agree to a joint stipulation in accordance with the terms set forth below regarding the above-captioned matter currently pending before the Connecticut Siting Council ("Council").

1. T-Mobile and Black Hall are in agreement that, subject to the concurrence and approval of the Council, the configuration of the proposed telecommunications facility at 61-1 Buttonball Road, Old Lyme, Connecticut ("Facility"), should consist of a "brown stick" tower with the antennas attached thereto with flush mounts. The Facility would remain at its proposed height of 100 feet above grade level ("AGL"). T-Mobile would require two positions on the Facility at 97'9" AGL and 87'9" AGL. Two positions would remain available for up to two other wireless carriers in the Connecticut marketplace. The revised configuration would not alter the coverage footprint of the proposed Facility.

2. T-Mobile and Black Hall are in agreement that the Facility should include an eight foot high cedar fence along the two sides of the Facility compound that face the Black Hall Club's golf course.

3. In consideration for the revised configuration of the Facility as set forth in paragraphs 1 and 2 above, the Black Hall will withdraw its Request for Interrogatories directed to T-Mobile, dated March 18, 2010, and that T-Mobile need not respond to Black Hall's interrogatories. Additionally, Black Hall will withdraw its Request for Administrative Notice, dated February 22, 2010, as to all items but those items listed in number 6, relating to the Council's Docket Number 309. Black Hall must still comply with all pre-filing requirements and deadlines. T-Mobile will ask that the Council take administrative notice of the Council's Docket Number 202.

4. In consideration for the revised configuration of the Facility as set forth in paragraphs 1 and 2 above, Black Hall agrees to waive its appeal rights, under any statutory or other legal authority, and waives its rights to bring any action, claim, proceeding, grievance or dispute, in any jurisdiction, before any venue, concerning or relating to the Facility or the subject matter of Docket 393. Any reference to Black Hall includes any agent, representative, member, shareholder, principal, affiliate, parent entity, subsidiary, officer, director, employee, predecessor or successor of Black Hall. This includes Black Hall's membership, whether individually or collectively.

5. In consideration for the revised configuration of the Facility as set forth in paragraphs 1 and 2 above, Black Hall agrees to waive its right to join any other appeal, action, claim, proceeding, grievance or dispute, initiated by any other person or entity concerning or relating to the Facility or the subject matter of Docket 393.

6. In consideration for the revised configuration of the Facility as set forth in paragraphs 1 and 2 above, Black Hall agrees not to assist, in any way, except if compelled by subpoena, any person or entity from bringing an appeal, action, claim,

proceeding, grievance or dispute concerning or relating to the Facility or the subject matter of Docket 393.

7. The waivers by Black Hall in paragraphs 4 through 6 above, and those waivers in this paragraph, are effective if the Council approves T-Mobile's Application for a Certificate of Environmental Compatibility and Public Need ("Certificate") in Docket 393 with the configuration proposed in this Stipulation. "Configuration" refers only to the aspects of the Facility set forth in paragraphs 1 and 2 above. Should the Council approve T-Mobile's Application for a Certificate with the configuration proposed in this Stipulation, the waivers by Black Hall in paragraphs 4 through 6 become effective immediately on said approval. At the time of the Council's approval, Black Hall agrees to waive its right to participate any further in the proceedings of Docket 393. The waiver by Black Hall in paragraph 3 is effective upon the execution of this Stipulation.

8. Black Hall's agreement to waive its rights as set forth in this Stipulation does not include a waiver of Black Hall's right to participate in any subsequent proceeding to modify or amend the Certificate.

9. This Stipulation does not prevent T-Mobile, any holder of the Certificate, or anyone else, except Black Hall, from seeking to modify or amend the Certificate.

10. T-Mobile and Black Hall have read carefully the provisions of this Stipulation and fully understand the terms of this Stipulation. T-Mobile and Black Hall have agreed to this Stipulation knowingly and voluntarily after consulting with, or having had the opportunity to consult with, the attorneys of their choice. T-Mobile and Black Hall were represented by able legal counsel throughout the proceedings for Docket 393 and while negotiating and executing this Stipulation.

11. T-Mobile and Black Hall agree that the person signing this Stipulation on their behalf is authorized to do so and, that by each such signature, T-Mobile and Black Hall are bound by this Stipulation.

12. If any provision of this Stipulation as presently written shall be construed to be illegal, invalid or unenforceable by a court of competent jurisdiction, said illegal, invalid or unenforceable provision shall be deemed to be amended and shall be construed by the court to have the broadest scope permissible under applicable law. If no validating construction is possible, said provision shall be severable from the rest of this Stipulation, and the validity, legality, or enforceability of the remaining provisions of this Stipulation shall not in any way be affected or impaired thereby and shall remain in effect.

13. This Stipulation may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Stipulation. Copies of signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, T-Mobile and Black Hall have respectively signed and sealed these presents on the 9th day of April, 2010.


T-MOBILE NORTHEAST LLC

By:

 4-9-2010
David Karpinski
General Manager – Connecticut Market,
Duly Authorized

BLACK HALL CLUB, INC.

By:


John Opeka
President,
Duly Authorized