

**STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL**

RE: APPLICATION BY T-MOBILE  
NORTHEAST LLC FOR A  
CERTIFICATE OF ENVIRONMENTAL  
COMPATIBILITY AND PUBLIC NEED  
FOR A TELECOMMUNICATIONS FACILITY  
AT 77-145 PLEASANT POINT ROAD IN THE  
TOWN OF BRANFORD, CONNECTICUT

DOCKET NO. 407

Date: October 27, 2010

**MOTION FOR PROTECTIVE ORDER AND  
MOTION TO FILE UNDER SEAL**

The Applicant, T-Mobile Northeast LLC ("T-Mobile") respectfully moves the Connecticut Siting Council ("Council") to enter a protective order regarding T-Mobile's lease in connection with the above-captioned Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a wireless telecommunications facility at 77-145 Pleasant Point Road, Branford, Connecticut ("Application"). T-Mobile further requests permission to file a copy of the lease relating to the Application under seal. In support of this Motion, T-Mobile states as follows:

1. General Statutes § 16-50o (c) provides in relevant part that "[t]he applicant shall submit into the record the full text of the terms of any agreement, and a statement of any consideration therefore, 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.)

2. In accordance with § 16-50o (c), T-Mobile submitted a redacted version of the lease between T-Mobile and Tilcon INC. ("Lease") with the Application, which was appended thereto as Exhibit B. The redacted portions of the Lease pertain to rental amounts and related financial information ("Confidential Information").

3. In passing upon the application for a Certificate of Environmental Compatibility and Public Need for a telecommunications facility, designated as Docket No. 366, the Council ruled that an applicant is required to disclose to the Council the specific rental amounts and related financial information, albeit subject to a protective order because such information constitutes a "trade secret."

4. Attached hereto as Exhibit A is the Affidavit of Hans Fiedler, 3G Project Manager for Connecticut and New England for T-Mobile Northeast LLC, stating that the Confidential Information contained in the Lease is proprietary and commercially sensitive information and that T-Mobile would be harmed by the disclosure of the Confidential Information. The Confidential Information constitutes "trade secrets" as defined by Connecticut law.

5. T-Mobile hereby submits with this Motion one (1) copy of the Lease regarding the Application without redaction, pursuant to the Council's ruling in Docket No. 366, which is contained in a sealed envelope that has upon it the caption and docket number for this Application and the wording "CONFIDENTIAL; BOUND BY PROTECTIVE ORDER ISSUED IN DOCKET NUMBER 407; DISCLOSURE LIMITED TO CONNECTICUT SITING COUNCIL AND ITS STAFF ONLY."

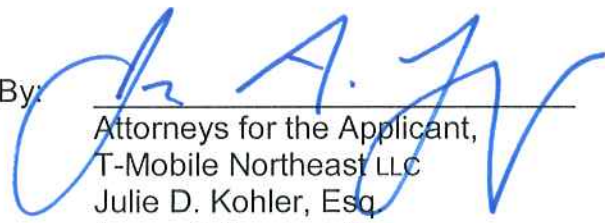
6. Pursuant to § 16-50o (c) and the Council's ruling in Docket No. 366, the un-redacted version of the Lease contains proprietary and confidential information and, accordingly, T-Mobile moves this Council for permission to file one (1) copy of the Lease, without redaction, under seal and for the Council and its staff's eyes only.

7. The Confidential Information shall be maintained under seal and kept confidential pursuant to the terms of the attached Protective Order. Any recipient of the Confidential Information shall execute the attached Non-Disclosure Agreement and shall otherwise be bound by the terms of the attached Protective Order.

**WHEREFORE**, T-Mobile respectfully moves the Council (1) to enter a protective order prohibiting anyone but the Council and its staff from reviewing the un-redacted Lease (and any copies thereof) and (2) for permission to file the Lease under seal and for the Council and its staff's eyes only.

Respectfully Submitted,

By:



Attorneys for the Applicant,  
T-Mobile Northeast LLC  
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# **EXHIBIT A**

**STATE OF CONNECTICUT  
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DOCKET NO. 407

Date: October 19, 2010

**AFFIDAVIT OF HANS FIEDLER**

Hans Fiedler, having been sworn, hereby deposes and says:

1. I am over the age of eighteen and believe in the obligations of an oath, and I have personal knowledge of the facts outlined in this affidavit.
2. I am the 3G Project Manager for Connecticut and New England for T-Mobile Northeast LLC ("T-Mobile").
3. I am familiar with the Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a wireless telecommunications facility at 77-145 Pleasant Point Road, Branford, Connecticut ("Application"), filed by T-Mobile with the Connecticut Siting Council ("Council"). I am also familiar with the lease between T-Mobile and Tilcon INC. ("Lease").
4. T-Mobile submitted a redacted copy of the Lease with the Application to the Council, appended thereto as Exhibit B, which is now pending before the Council as Docket Number 407.

5. The redacted portions of the Lease relate to rental amounts and related financial information to be paid by T-Mobile during the term of the Lease ("Confidential Information").

6. The Confidential Information contained in the Lease is proprietary and commercially sensitive information to T-Mobile.

7. T-Mobile would be harmed by the disclosure of the Confidential Information.

8. T-Mobile has acted in a manner to maintain the confidentiality of the Confidential Information and done so to avoid the harm that would result from the disclosure of the Confidential Information.



Hans Fiedler  
3G Project Manager for Connecticut / New England  
T-Mobile Northeast LLC

Sworn and subscribed to before me this  
19<sup>th</sup> day of October, 2010.



Notary Public  
My Commission Expires:

KAREN M. BARTHOLOMEW  
NOTARY PUBLIC  
MY COMMISSION EXPIRES APR. 30, ~~2010~~

2013

**STATE OF CONNECTICUT  
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Date: October 27, 2010

**PROTECTIVE ORDER**

**WHEREAS**, the provisions of the lease between T-Mobile Northeast LLC ("T-Mobile") and Tilcon INC. ("Lease") pertaining to rental income and related financial information are proprietary and commercially sensitive to T-Mobile ("Confidential Information").

**WHEREAS**, the provisions of the Lease pertaining to the Confidential Information are "trade secrets" as defined by Connecticut law.

**WHEREAS**, T-Mobile would be harmed by the disclosure of the Confidential Information contained in the Lease.

**NOW, THEREFORE**, it is hereby ordered that a protective order enter with respect to the Confidential Information under the following terms:

1. The Confidential Information is confidential and proprietary and shall not be disclosed to any person or entity, except as provided herein.

2. T-Mobile shall provide one (1) copy of the Lease, containing the Confidential Information, to the Connecticut Siting Council ("Council") in a sealed envelope that has upon it the caption and docket number for this Application and the

wording "CONFIDENTIAL; BOUND BY PROTECTIVE ORDER ISSUED IN DOCKET NUMBER 407; DISCLOSURE LIMITED TO CONNECTICUT SITING COUNCIL AND ITS STAFF ONLY."

3. Confidential Information shall include any documents, electronic data, testimony, transcripts and any other medium or other item containing the Confidential Information, including copies, portions, summaries, analyses or excerpts of the Confidential Information, or anything reflecting information derived from the Confidential Information.

4. Access to and use of the Confidential Information shall be limited only to the Council and its staff. The Council and its staff shall take all reasonable precautions to maintain the confidentiality of the Confidential Information.

5. The Council shall maintain a written record of all individuals granted access to the Confidential Information. Under no circumstances shall the Confidential Information be disclosed to any person or entity other than the Council and its staff. All recipients of the Confidential Information shall be bound by this Protective Order.

6. The Council and its staff, or any authorized recipient of the Confidential Information pursuant to the terms of this Protective Order, may access or use the Confidential Information only for purposes of T-Mobile's Application for Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a wireless telecommunications facility at 77-145 Pleasant Point Road, Branford, Connecticut, identified as Docket Number 407 ("Application").

7. The Council and its staff shall not access, use or disclose the Confidential Information in any proceeding, including any proceeding associated with the



Application, nor shall the Council and its staff make the Confidential Information available, to any other party, intervenor or interested individual or entity in any proceeding, including any proceeding associated with the Application.

8. Under no circumstances shall any recipient of the Confidential Information replicate the Confidential Information, except as authorized by the Council.

9. Any person or entity seeking to change or challenge the terms of this Protective Order shall do so in writing to the Council or proper authority ("Motion"). T-Mobile shall receive written notice of the Motion. The Council shall not disclose the Confidential Information to any person or entity, including the person or entity filing the Motion, until the Council rules on the Motion and T-Mobile has been afforded an opportunity to respond to the Motion. T-Mobile shall be entitled to a hearing on any Motion. All recipients of the Confidential Information shall execute a Non-Disclosure Agreement in the form as attached to the Motion for Protective Order and shall remain bound by the Protective Order.

10. By making the Confidential Information available for use in any proceeding or hearing related to the Application, T-Mobile has not waived or compromised the confidentiality, admissibility, or protectability of the same.

11. The Confidential Information shall remain confidential and proprietary in nature after the conclusion of all proceedings related to the Application. The Council and its staff shall maintain the Confidential Information in a sealed envelop with the wording "CONFIDENTIAL; BOUND BY PROTECTIVE ORDER ISSUED IN DOCKET NUMBER 407; DISCLOSURE LIMITED TO CONNECTICUT SITING COUNCIL AND ITS STAFF ONLY."

12. The Confidential Information, in any form, including any copies thereof, shall be destroyed at the time the Council and/or its staff destroys the file for Docket Number 407. Alternatively, all originals and copies of the Confidential Information shall be returned to legal counsel for T-Mobile within thirty (30) days after the expiration of all appeal periods applicable to the final decision rendered in the proceedings related to the Application. The Council and its staff shall inform legal counsel for T-Mobile in writing of its decision regarding its disposition of the Confidential Information.

***IT IS SO ORDERED BY:***

CONNECTICUT SITING COUNCIL

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

**STATE OF CONNECTICUT  
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**NON-DISCLOSURE AGREEMENT PURSUANT TO PROTECTIVE ORDER**

I hereby acknowledge that I am to receive information, documents or other items designated as Confidential Information pursuant to the terms of the Protective Order, dated \_\_\_\_\_, 2010, in Docket Number 407, pending before the Connecticut Siting Council ("Protective Order"). I acknowledge and verify that I have received a copy of the Protective Order; that I have read the Protective Order; that I understand the Protective Order; and that I agree to be bound by the terms and restrictions set forth in the Protective Order.

I further agree that any Confidential Information in my custody will be segregated and kept by me in a safe place, and will not be made known to others or used except in accordance with the terms of the Protective Order. I further understand and agree that any summaries or other documents or items containing any information obtained from the Confidential Information furnished to me shall also be treated by me as Confidential Information, in accordance with the terms of the Protective Order. I further agree to notify any stenographic or clerical personnel, who are required to assist me, of the terms of the Protective Order.

I further agree that I am subject to the jurisdiction of the Connecticut Siting Council, and the Courts of the State of Connecticut and the District of Connecticut, in connection with any proceedings concerning the enforcement of the Protective Order.

Dated:

By: \_\_\_\_\_

[Print Name]

Sworn and subscribed to before me this  
\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

*Notary Public*  
*My Commission Expires:*

**CERTIFICATE OF SERVICE**

I hereby certify that on this day a copy of the foregoing (excluding the copy of the un-redacted version of the lease filed under seal) was delivered by electronic mail and regular mail, postage prepaid, to all parties and intervenors of record, as follows:

N/A

  
\_\_\_\_\_  
Jesse A. Langer