CONNECTICUT SITING COUNCIL

APPLICATION OF CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS TO THE CONNECTICUT SITTING COUNCIL FOR A CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED FOR THE CONSTRUCTION MAINTENANCE AND OPERATION OF A TELE-COMMUNICATIONS FACILITY LOCATED AT ORANGE TAX ASSESSOR MAP 77, BLOCK 3, LOT 1, 831 DERBY MILFORD ROAD, ORANGE, CT	)	**DOCKET NO. 448**
	)	**OCTOBER 10, 2014**

MOTION FOR ORDER TO COMPEL PRODUCTION OF DOCUMENTS

The intervenors, ALBERT SUBBLOIE, JACQUELINE BARBARA, GLENN MACINNES, and JILL MACINNES (collectively, the "Intervenors"), hereby respectfully move the Connecticut Siting Council (the "CSC") for an order compelling the applicant, CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS ("Cellco"), to produce certain previously requested records and/or data relied on by and material to Cellco's pending application that have been withheld from both the CSC and the Intervenors on grounds that the same are purportedly "proprietary" and/or "confidential." The Intervenors have offered to submit to and execute a binding confidentiality agreement with Cellco, thereby addressing and protecting any legitimate "proprietary" or "confidentiality" concerns that Cellco may have, but Cellco to date has not agreed to do so. Further, past precedent proves that the withheld information may be submitted under seal. To ignore either approach and permit Cellco to continue to withhold material information is to deprive the Intervenors from having a fair hearing in violation of due process.

Cellco cannot fairly and consisted with due process be permitted to pursue a contested application claiming that the proposed facility is needed in order to provide capacity relief, while simultaneously withholding from disclosure to the CSC and the parties opposing that application the very documents that may further undermine Cellco's capacity relief claims. Cellco's refusal to share information, which Cellco itself claims is critical to its own application, is blatantly unjust and, if upheld, will deny the Intervenors' constitutional, statutory and common law rights to a fair and meaningful hearing.

A confidentiality agreement in the form attached hereto as "EXHIBIT A" and so ordered by the CSC will address any true proprietary and/or confidentiality concerns that Cellco may have. Accepting the information under seal will also address Cellco's alleged concerns. Accordingly, the Intervenors respectfully move for an order compelling Cellco to produce its withheld records/data, as set forth below, within the context of a confidentiality order and/or under seal by a date certain, or have its application denied with prejudice.

In support hereof, the Intervenors represent:

1. The basis for the proposed facility is Cellco's contested assertion that the same would provide "significant capacity relief to its network in northern portions of Orange." *See*, Letter dated January 31, 2014 from Cellco's counsel to James Zeoli, First Selectman of the Town of Orange, as of record appears. Cellco to date, however, has consistently refused to produce documentation it claims to posses in support of this contested assertion.
2. In its July 1, 2014 responses to the CSC's Pre-Hearing Questions to Cellco dated June 17, 2014, Cellco withheld from the CSC the very information and

documentation underlying Cellco's entire claim that the proposed wirelesses telecommunications facility is needed.

3. Specifically, in Pre-Hearing Question No. 10, the CSC requested Cellco to: "**Describe the tools/methodology used by Cellco to establish capacity need in the proposed service area. Provide supporting documentation, if available.**" Cellco's response was as follows: "**Cellco evaluates historic cell site performance and utilization data, together with cell site traffic growth data for each of its cell sites on a monthly basis. This data allows Cellco to forecast when any individual or combination of cell sites will reach their maximum capacity. <u>The cell site performance and utilization data and traffic growth data is competitively sensitive information that Cellco cannot share publicly</u>.**" (Underscoring added.) Responses of Cellco dated July 1, 2014, at p. 5, question no. 10. In other words, the very data that Cellco claims to exist in support of its contested application has not been made available for critical review. The CSC and anyone contesting Cellco's application must simply accept Cellco's word that its application is legally sufficient.

4. Cellco, furthermore, has not explained how this critical data is "competitively sensitive," or what that term even means, and why the data cannot be shared within the context of a confidentiality order or under seal. The undersigned counsel knows of no legal basis for objecting to the production of relevant information on grounds of a unilateral assertion that the same is "competitively sensitive." Competitively sensitive to Cellco vis-a-vis whom?

The Intervenors aren't competitors of Cellco's. The Intervenors don't seek to have another wireless provider develop the site (with or without Cellco's data).

5. This abject refusal by Cellco to share critical data regarding the very basis for Cellco's application has also been directed to the Intervenors and the Intervenors' Pre-Hearing requests for information.

6. Cellco, in its August 5, 2014 responses to the Intervenors' Pre-Hearing Interrogatories and Requests for Production dated July 29, 2014, when asked at question no. 4 to "**provide copies of any documents in [Cellco's] possession ... which show research, analysis or plans pertaining to voice data radio frequency coverage and capacity for Docket No. 448,**" provided the following response: "**Documents relied upon for the Orange North facility are provided in the Docket No. 448 Application and in Cellco's August 5, 2014 filings, including the Applicant's Responses to the Siting Council's Request for Additional Information.**" This response is patently untrue. Cellco expressly refused to provide the CSC with, among other data, "the cell site performance and utilization data and traffic growth data." It did not and has not, therefore, provided the Intervenors with all documents in its possession responsive to Pre-Hearing Interrogatory no. 4.

7. Likewise, in Cellco's August 7, 2014 "supplemental" responses to the Intervenors' Pre-Hearing Interrogatories and Requests for Production dated July 29, 2014, Cellco refused to answer interrogatory no. 26, which asked for the following critical information: "**Can you provide two link budgets that**

explain the selection of '-85 dBm' as the thresholds of coverage at 700 MHZ and 2100 MHz, respectively? If so, please provide information regarding these link budgets." Although this request addresses the essence of Cellco's pending application, Cellco responded: "**No. Cellco's link budgets contain competitively sensitive information that it considers confidential and proprietary. This information cannot be shared publicly.**" Once again, by its own admission, Cellco has not disclosed to both the CSC and the Inervenors data critical to its application and the contested claim that the proposed facility is necessary in order to or will in fact provide capacity relief.

8. Cellco's untrue, wrote response that it has provided all information relied upon by it in connection with the pending application continues through Cellco's September 9, 2014 Responses to the Intervenors' Pre-Hearing Interrogatories and Requests for Production (Set 2) dated September 2, 2014. For Example, see response no. 47 [56], which reads: "**All of the records, reports and information relied upon to justify the need for the Orange North cell site have been provided in the Docket No. 448 proceeding.**" As the September 16, 2014 hearing transcript makes abundantly clear, Cellco's assertion is blatantly false.

9. Likewise, Cellco refused the Intervenors' request (interrogatory no. 57 [66] for copies of "**any documents in [Cellco's] possession ... pertaining to any traffic maps of the eight existing sectors that [Cellco] prepared and/or reviewed.**" Cellco's response: "**The customer specific information**

described in response to Question 58 [67] above [wherein Cellco expressly acknowledged that "Cellco's RF Design Engineers use this customer specific data, along with other data, as part of its overall needs analysis"] is confidential information that Cellco cannot disclose." It is abundantly clear, therefore, that Cellco has not produced "**[a]ll of the records, reports and information relied upon to justify the need for the Orange North cell site ... in the Docket No. 448 proceeding.**"

10. The Intervenors' need for Cellco's withheld information became absolutely manifest at the September 16, 2014 public hearing, wherein Cellco attempted to utilize the very fact that it had withheld information from the Intervenors and the Intervenors' expert as the sole basis for attempting to undermine that expert's opinions.

11. As the CSC is quite aware, the Intervenors retained the expert services of David Maxson, who has frequently provided expert testimony to the CSC in the past and who offered damning testimony and an exhaustive written analysis against the need for the proposed facility.

12. Cellco's own counsel, in cross-examining Mr. Maxson, pointed out that Mr. Maxson was not given and/or did not have access to all "**of [Cellco's] current or future frequency deployment plans in the area**" "**[Cellco's] customer data or customer feedback information**" and "**any information regarding the availability of resources and the loading on the adjacent cell sites in the area.**" September 16, 2014 Transcript, at pp. 414-13. As Mr. Maxson

testified, he "[o]nly [had] what the Applicant has put on the record, which is quite thin." *Id.*, at p, 414.

13. Furthermore, Cellco's own expert, Juan Latorre, testified that "**Mr. Maxson does not have all the data that is available to [Cellco] that could allow him to make a[n] accurate and truthful depiction on what potential coverage and capacity benefits of this site could be.**" *Id.*, at p. 503. Mr. Latorre then listed all of the data that he believes is critical to Cellco's contested application that Cellco refused to produce in this matter: "**The information Mr. Maxson doesn't have available to him is the Verizon Wireless proprietary data such as our operation, our link budget ... our drive data analysis, our traffic map analysis that Verizon Wireless uses to make strong determination on what proposed facilities will do for both coverage and capacity enhancements to the net work.**" *Id.*, at p. 504. Mr. Latorre also testified—remarkably--that this intentionally withheld data, "**the link budget,**" "**the drive data analysis,**" and "**the traffic map analysis**" "**are data that would provide or allow an engineer to better assess the demand and capacity and coverage of a particular area.**" *Id.*, at pp. 504-05.

14. Indeed, Mr. Latorre opined that Mr. Maxson's opinions couldn't be credited as "compelling" precisely because he did not have the benefit of the data intentionally withheld from the Intervenors and the CSC by Cellco! *Id.*, at p. 506. Once again, Cellco asserts that the public need only trust what data it unilaterally choses to submit to the CSC.

15. "**We feel the data that we provided all parties creates a compelling argument why Verizon Wireless needs a capacity and coverage argument for this facility.**" *Id.*, p. 506. Of course they do! But, more critically, if Cellco is of the position that the limited data it unilaterally chose to disclose to the CSC is sufficient to judge its application, then it cannot logically argue that the Intervenors and their expert cannot "accurately" attack that very application using the exact same data. *See, id.*, at pp. 506-07. Cellco cannot logically or justly argue that Mr. Maxson's opinions are invalid because he and his clients do not have access to the secret data withheld by Cellco.

16. No weight can justly be given to Cellco's challenge to Mr. Maxson's expert opinions, therefore, unless the secret data is made available to the Intervenors for critical review and analysis. Otherwise, Mr. Maxson's expert opinions must stand as uncontested on any grounds other than their own merits.

17. The Intervenors respectfully submit that if Mr. Maxson cannot "accurately analyze" Cellco's pending application without Cellco's secret data, as expressly testified to by Mr. Latorre (*id.*, at p. 507), then the CSC cannot as well. For this reason, alone, Cellco's application should be denied.

18. Cellco, at the September 16th hearing, also refused to identify or mark on Cellco's service plan map for the proposed facility "**the specific areas where a particular installation is dominant or not dominant**" on grounds that such material information is "**proprietary.**" *Id.*, at p. 553.

19. The Intervenors offered, on the record, to enter into a confidentiality agreement with Cellco, so that the withheld information that Cellco itself

claims is necessary to understanding its contested application can be shared with them and their expert without concern. *Id.*, at p. 554.

20. Counsel for Cellco half-heartedly offered "**to go ask the question**" to his client, but acknowledged that he's "**confident from our experience that this information will not—the company will not agree to disclose this information**." *Id.*, at p. 555. Counsel's expectation has proved true, as, to date, Cellco has not agreed to enter into a confidentiality agreement and/or produce the data it claims is so critical to judging its contested application under seal.

21. There is precedent, moreover for the CSC accepting confidential information under seal. *Id*, at p. 557.

22. It is manifestly unjust and in violation of due process to argue, as Cellco does (*id.*, at p. 556), that the Intervenors must be charged with the burden of proving their objection to the contested application without the benefit of the very data that Cellco asserts is absolutely necessary to have in order to be in a positon to validly criticize or judge its application (*see, id.*, at p. 561).

23. Cellco cannot justly have it both ways: one cannot adversely judge its application without the withheld data, but the application is in and of itself wholly sufficient to be granted. Cellco's position is untenable and smacks of "1984" or falling down a rabbit hole.

WHEREFORE, the Intervenors respectfully move for an order compelling Cellco to produce its withheld records/data within the context of a confidentiality order and/or under seal by a date certain, or have its application denied with prejudice.

Respectfully submitted,

THE INTERVENORS

BY: Mario F. Coppola

Mario F. Coppola, Esq.
Berchem, Moses, and Devlin, P.C.
1221 Post Road East, Suite 301
Westport, CT 06880
Tel: 203-227-9545; Fax: 203-226-1641
Email: mcoppola@bmdlaw.com
THEIR ATTORNEYS

EXHIBIT A

AGREEMENT CONCERNING DISCLOSURE OF CONFIDENTIAL INFORMATION AND DOCUMENTS

WHEREAS, the applicant ("Cellco") and the intervenors, (the "Intervenors") (collectively, the "Parties" and each individually, a "Party"), are parties to the above captioned matter (the "Litigation"); and

WHEREAS, documents and information produced and/or disclosed during discovery will or may contain confidential, trade secret and/or proprietary information and certain testimony at depositions and at trial will or may concern confidential, trade secret and/or proprietary information; and

WHEREAS, the Parties desire an efficient and practical means to designate confidential documents and information and to provide appropriate safeguards to maintain their confidentiality;

THEREFORE, IT IS HEREBY AGREED by and between the Parties, through their undersigned counsel, that:

1. The following provisions shall govern the handling of all information contained in documents, deposition or other pretrial testimony, deposition testimony and any other physical, written, recorded, electronic or graphic matter produced, given or exchanged in connection with the Litigation. The provisions of this Agreement also shall apply to any non-party, including any expert, who reviews or provides testimony, documents, or other information during discovery or the proceedings in this Action and who agrees to be bound by the terms of this Agreement. The word "document(s)" includes all writings, recordings, and photographs, and should be construed in the broadest sense permissible. Accordingly, "document(s)" includes, but is not limited to, all written, printed, recorded or graphic matter, photographic matter, sound reproductions, or other

retrievable data (whether recorded, taped, or coded electrostatically, electromagnetically, optically or otherwise on hard drive, diskette, compact disk, primary or backup tape, audio tape or video tape) from whatever source derived and however and by whomever prepared, produced, reproduced, disseminated or made. Without limiting the generality of the foregoing, "document(s)" includes the original and any non-identical copy and also every draft and proposed draft of all correspondence, internal memoranda, notes of meetings, telegrams, telexes, facsimiles, electronic mail, reports, transcripts or notes of telephone conversations, diaries, notebooks, minutes, notes, tests, reports, analyses, studies, testimony, speeches, worksheets, maps, charts, diagrams, computer printouts, and any other writings or documentary materials of any nature whatsoever, whether or not divulged to other Parties, together with any attachments thereto and enclosures therewith. In addition, the word "Document(s)" encompasses all forms and manifestations of electronically or optically coded, stored, and/or retrievable information, including but not limited to e-mail, voice mail, digital images and graphics, digital or analog audiotapes and files, and digital or analog videotapes and files.

2. A Party may designate as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" under the terms of this Agreement, any document, material, or information, or any portions thereof, including deposition and hearing transcripts that a Party believes in good faith embodies any non-public, confidential, proprietary or other commercially sensitive information, including, without limitation, research, product development, trade secrets, business plans or strategies, marketing plans or strategies, proprietary data, financial information, sales information, vendor information, marketing information, personnel information, or customer information.

3. The Parties agree to treat as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" any documents or information so designated even if the receiving Party disputes the designation,

provided that the receiving Party's compliance with this Agreement shall not be deemed an admission that the documents or information are properly designated or act as a waiver of the disputing Party's claims or defenses in the Litigation.

4. Documents produced or otherwise disclosed in this matter shall not be shown by the Party receiving such production or disclosure to, or their contents discussed with, or described to, anyone, in any way, except to a "Qualified Person," subject to the conditions of Paragraphs 5, 12 and 13.

5. Any documents or information designated as "CONFIDENTIAL" shall not be made available or disclosed to any person(s) other than those Qualified Persons defined in subparagraph 6(a) through (e) below. Any documents or information designated as "ATTORNEYS' EYES ONLY" shall not be made available or disclosed to any person(s) other than those Qualified Persons defined in subparagraph 6(a), 6(d), 6(c) and 6(e) below.

6. "Qualified Person," as used herein, means:

(a) Outside counsel of record for any of the Parties in this Litigation, and paralegals, secretaries, or other necessary clerical assistants working under the supervision of such counsel to whom it is necessary that the material be disclosed in the rendering of legal services for purposes of this Litigation;

(b) Employees or former employees of any of the Parties to this Agreement who are consulted in connection with any of the claims or defenses relating to the subject matter of this Litigation and who need to review such documents or information, provided they have first signed an agreement in the form of Exhibit A attached hereto agreeing to be bound by this Agreement and provided they do not retain

the document(s) or any contents or copy thereof, and do not transcribe, take notes on or regarding, or otherwise copy the document(s) or any contents thereof;

(c) Any deponent who is not a Party and does not already have knowledge of such information, but only after he or she has signed an agreement in the form of Exhibit A attached hereto agreeing to be bound by this Agreement and provided he or she does not retain the document(s) or any contents or copy thereof, and does not transcribe, take notes on or regarding, or otherwise copy the document(s) or any contents thereof;

(d) Consultants or independent experts not employed by or affiliated with a Party but retained to assist counsel in connection with any of the claims or defenses relating to the subject matter of this Litigation, but only after he or she has signed an agreement in the form of Exhibit A attached hereto agreeing to be bound by this Agreement; and

(e) Stenographic reporters and/or video operators at depositions.

7. The procedures by which documents or information shall be designated "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" pursuant to the terms of this Agreement are as follows:

(a) The identification of documents or information as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" shall be made at the time when a copy of a document is produced, provided, or otherwise made available in response to a document request or when an inspection of tangible things is made.

(b) Documents shall be so designated by marking "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" upon each page as appropriate, or if an entire document or set of

documents is confidential by marking on the cover or first page of any multi-page document or documents stapled or bound together the appropriate designation. Marking the cover or first page of any multi-page document means that all pages of such document are confidential, unless otherwise indicated.

(c) Information disclosed at a deposition may be designated as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" subject to the provisions of this Agreement by either: (i) indicating on the record at the deposition that the testimony is "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" or (ii) by notifying opposing counsel in writing within ten (10) days of a Party's receipt of the transcript of those pages and lines that are "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY." Upon being informed that certain portions of a deposition discloses confidential information, each Party must cause each copy in its possession, custody or control to be so marked immediately.

(d) In addition to the foregoing, to the extent that any document contains confidential medical, personal information such as social security or bank account numbers, financial, sales, profits or cost information, or data, or describes competitive activities, or future or unrelated business or marketing plans or strategies, the details of which are not relevant to this Litigation, a Party may redact such details from documents or materials to be produced or otherwise provided for review, provided that the remainder of the document is produced or provided and further provided that, the disclosing Party provides a list of the nature of the redactions and corresponding Bates label number, if Bates stamped. The Parties shall first try to resolve any dispute concerning redacted information on an informal basis through their respective counsel.

9. If a Party provides or discloses information to another Party without designating it "CONFIDENTIAL" or as "ATTORNEYS' EYES ONLY" and later realizes that such

information should have been so designated, the Party may send notice in writing (including by email) to counsel of record for the opposing Party notifying it the information that should have been designated as confidential but was not and of the appropriate designation. Upon receipt of such notice, a Party shall forthwith mark all document(s) in the possession of his or her client or of any representative or employee thereof and take whatever other steps as may be reasonable and practicable to protect the confidentiality of such information. If such document or information has already been disclosed to person(s) other than those entitled to see confidential information pursuant to Paragraphs 5 and 6 above, the Party responsible for disclosing such document or information to such other person(s): (a) shall make best efforts to obtain from such other person(s) a signed agreement in the form of Exhibit A attached hereto and provide a signed copy to the producing Party, or if such other person does not sign an agreement in the form of Exhibit A shall take reasonable steps to collect any originals and copies of such inadvertently improperly designated documents or information from such other persons.

10. Execution of this Agreement shall not be construed to effect an abrogation, waiver or limitation of any kind of any Party's right to assert any applicable discovery, evidentiary or hearing privilege or to make any other type of objection, claim or other response, such as for example to object to discovery on other grounds or to object to the admissibility of evidence.

11. For purposes of expediting discovery, the Parties agree that should any document which arguably contains work product or communications subject to the attorney-client privilege be inadvertently inspected and/or produced, such inspection or production shall not constitute a waiver of the Parties' respective work product or attorney-client privileges or any other objection. In the event that any Party discovers it had received or reviewed any document that,

on its face, is clearly protected by the attorney-client and/or work product privileges, the receiving Party: (a) shall not use the document for any purpose; (b) shall not disclose the information contained therein to any third party; and (c) shall immediately return or destroy, at the request of the producing Party, any such privileged materials to the producing Party without keeping a copy, regardless of whether or not the producing Party has requested the return of such documents.

12. At the time that any person who received any confidential document designated as "CONFIDENTIAL" or as "ATTORNEYS' EYES ONLY" produced or otherwise disclosed concludes participation in the Litigation, such person shall return to counsel all copies of said documents received in connection with the Litigation, together with all notes, memoranda or other papers referring to the contents of any said documents, subject to applicable privileges.

13. Upon final adjudication or settlement of the Litigation, the obligations set forth in this Agreement shall remain in full effect and the Parties shall either: (i) forward to their outside counsel of record in this Litigation or (ii) or destroy all documents and/or materials (and copies thereof) designated as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" and attest to that in a signed writing the original of which is to be sent by its/their counsel of record to opposing counsel of record. Outside counsel for any Party that was furnished with documents and/or materials designated as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" shall be permitted to retain one set of such documents and/or materials at their law offices as long as such counsel continues to abide by the obligations set forth in this Agreement. Outside counsel of record for each Party shall use their best efforts to ensure that their respective clients satisfy the obligations detailed in this Paragraph 13 upon final termination of this Litigation (including all appeals).

14. This Agreement shall be without prejudice to the right of the Parties to object or claim to be entitled to other protection pertaining to discovery requests and without prejudice to the confidentiality of any documents or information that may exist on any other basis than this Agreement.

15. If any Party has cause to believe that a violation of this Agreement has occurred, such Party may apply to the Court for appropriate relief.

16. The Parties hereto agree that this Agreement shall be binding on the Parties when signed and fully executed by the undersigned counsel. In the event that counsel for any of the Parties withdraws or is dismissed from representation in this Litigation, said counsel shall continue to be bound by this Agreement and shall not turn over any confidential materials to successor counsel, or any other person except as permitted herein, until successor counsel has entered into a confidentiality agreement with the other Parties.

17. Nothing herein shall impose any restriction on the disclosure by a Party of its own confidential information. Nor shall this Agreement be construed to prevent any party, its counsel, experts or consultants from making use as it sees fit of any confidential information that was lawfully available to the public or lawfully in the possession of the party, its counsel, experts or consultants, or that properly came into the possession of the party, its counsel, experts or consultants independent of any disclosure of confidential information, or that was obtained from any non-party in the course of this litigation and was not designated as "CONFIDENTIAL" or "FOR ATTORNEYS' EYES ONLY" by that non-party.

EXHIBIT A

UNDERTAKING TO BE BOUND BY AGREEMENT CONCERNING DISCLOSURE OF CONFIDENTIAL INFORMATION AND DOCUMENTS

I have read the Agreement Concerning Disclosure of Confidential Information and Documents (the "Agreement') signed by the attorneys on behalf of their respective Parties in connection with the above-captioned litigation and agree: (a) to be bound by the terms and conditions set forth therein; (b) not to reveal information or materials covered by the Agreement to anyone other than another person allowed to receive such information pursuant to Paragraphs 5 and 6; (c) to use such information or materials solely for the purposes of this litigation and not for any other purposes, including without limitation, business purposes; and (c) not to retain the document(s) or any contents or copy thereof, or any note, memoranda or other writing summarizing or otherwise referring to the contents of any said documents.

Date: _____ Signature: _____

Printed Name: _____

Address: _____

_____

CERTIFICATE OF SERVICE

This is to certify that on this 10th day of October date a true copy of the foregoing has been sent by U.S. Mail, first-class, postage pre-paid, to the following parties of record:

Melanie Bachman, Esq., Executive Director, Connecticut Siting Council, 10 Franklin Sq., New Britain, CT 06051 (1 original, 15 copies, plus 1 electronic)

Cellco Partnership d/b/a Verizon Wireless, Kenneth Baldwin, Esq.; Robinson & Cole, 280 Trumbull Street, Hartford, CT 06103

State Senator Gayle Slossberg, Legislative Office Building Room 2000, Hartford, CT 06106

State Representative Paul Davis, Legislative Office Building, Room 4045, Hartford, CT 06106

State Representative Themis Klarides, Legislative Office Building, Room 4200, Hartford, CT 06106

State Representative James Maroney, Legislative Office Building, Room 5006, Hartford, CT 06106

Mario F. Coppola, Esq.