



Lee D. Hoffman
90 State House Square
Hartford, CT 06103-3702
p 860 424 4315
f 860 424 4370
lhoffman@pullcom.com
www.pullcom.com

December 5, 2024

VIA ELECTRONIC MAIL AND OVERNIGHT MAIL

Melanie Bachman
Executive Director/Staff Attorney
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: DOCKET NO. 526 – Greenskies Clean Energy, LLC application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a 4.999-megawatt-AC solar photovoltaic electric generating facility and associated equipment located at Lantern Hill Road (Parcel No. 169-1-4), Stonington, Connecticut and associated electrical interconnection.

Dear Ms. Bachman:

I am writing on behalf of my client, Greenskies Clean Energy, LLC, in connection with the above-referenced Application. With this letter, I am including a Motion for Protective order, Affidavit, Non-Disclosure Agreement, Request for Information, and Proposed Order in support of the protective order in connection with Greenskies Clean Energy, LLC's response to the Council's Interrogatory Request No. 17 for the land lease associated with this project.

Should you have any questions concerning this submittal, please contact me at your convenience. I certify that all parties on the service list for this docket have received a copy of the non-confidential information related to this filing.

Sincerely,

Lee D. Hoffman

Enclosures

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

DOCKET NO. 526 – Greenskies Clean Energy, LLC application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a 4,999-megawatt-AC solar photovoltaic electric generating facility and associated equipment located at Lantern Hill Road (Parcel No. 169-1-4), Stonington, Connecticut and associated electrical interconnection.	DOCKET NO. 526
	December 5, 2024

MOTION FOR PROTECTIVE ORDER

Greenskies Clean Energy, LLC (“GCE”) respectfully requests that the Connecticut Siting Council (“Council”) issue a Protective Order to protect certain confidential information related to the land lease for the property on which GCE’s Project will be located and which will be provided to the Council.

As indicated in the accompanying affidavit, the information contained in this response includes commercially sensitive, confidential technical, financial and proprietary information, which GCE uses to estimate costs associated with competitive bidding, internal planning and business purposes, and which is vital to its operations and interests. Further, public disclosure of this information would harm GCE’s ability to effectively engage in the highly competitive solar market by injuring its competitive positions. As such, GCE considers this information to consist of trade secrets.

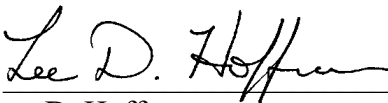
Compelling disclosure of this information would constitute an illegal mandate for disclosure of confidential and proprietary information which is protected under both state and federal law. *See*, 5 U.S.C. §552; Conn. Gen. Stat. §1-210(5).

Instead, GCE would like to provide this information directly to the Council under seal, pursuant to the Council's instructions.

WHEREFORE, GCE requests that any review or reference to the above-requested information be conducted pursuant to a Protective Order.

Respectfully submitted,

GREENSKIES CLEAN ENERGY, LLC

By:  _____

Lee D. Hoffman
Liana A. Feinn
Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103
(860) 424-4315 (phone)
(860) 424-4370 (fax)
lhoffman@pullcom.com
Its Attorneys

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

DOCKET NO. 526 – Greenskies Clean Energy, LLC application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a 4.999-megawatt-AC solar photovoltaic electric generating facility and associated equipment located at Lantern Hill Road (Parcel No. 169-1-4), Stonington, Connecticut and associated electrical interconnection.	DOCKET NO. 526
	November 27, 2024

AFFIDAVIT OF JEAN-PAUL LA MARCHE

I, Jean-Paul La Marche, do state and declare under penalty of perjury as follows:

1. I am over the age of eighteen and understand the obligation of an oath.
2. I submit this Affidavit in support of the Request for Protective Order as it relates to confidential information which shall be provided by Greenskies Clean Energy, LLC (“GCE”) in response to the Connecticut Siting Council’s (“Council”) request for the land lease associated with the Project within the above-referenced docket.
3. I am employed by GCE as its Vice President of Development. In that position, I have ultimate responsibility for all aspects of the Project that is the subject of this docket.
4. I have personal knowledge of the facts set forth herein unless otherwise stated, in which case, I understand those facts to be true based on information and belief.
5. Specifically, GCE seeks to protect from public disclosure non-public information regarding parts of Project’s costs associated with its land lease (the “Confidential Information”).
6. The Confidential Information is used by GCE for cost estimations associated with competitive bidding, internal planning and business purposes. The Confidential Information contains technical, cost and price information related to GCE’s Project, that is critical, commercially sensitive, and competitively significant.
7. The Confidential Information constitutes technical, commercial or financial information given in confidence and is exempt from disclosure under both state and federal law. *See*, 5 U.S.C. §552; Conn. Gen. Stat. §1-210(5)(B).
8. Public disclosure would harm GCE’s ability to compete in the very competitive solar market. As such, GCE considers this information to be trade secrets and protects this information from public disclosure. *See*, 5 U.S.C. §552; Conn. Gen. Stat. §1-210(5)(A).

9. To the best of my knowledge, no agency of the state of Connecticut, nor any other state of federal agency or court of competent jurisdiction, has previously made a confidentiality determination relevant to the Confidential Information.

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NON-DISCLOSURE AGREEMENT

WHEREAS, Greenskies Clean Energy, LLC (“GCE”) has filed with the Connecticut Siting Council certain materials and information related to its land lease for the property associated with Docket No. 526; and

WHEREAS, the information contained in said materials provided in response to the this request contains confidential and proprietary business information of GCE (“Confidential Information”); and

WHEREAS, disclosure of the Confidential Information would result in the disclosure of confidential, proprietary information to GCE and thus harm its ability to compete in a competitive marketplace; and

WHEREAS, GCE desires to protect the Confidential Information from disclosure to the public.

NOW, THEREFORE, it is hereby agreed, that the following procedure is adopted for the protection of Confidential Information:

1. All Confidential Information provided by GCE to the Council in connection with the land lease will be governed by the terms of this Non-Disclosure Agreement (“Agreement”). The Agreement is applicable to all such Confidential Information, whether in hard copy or electronic, and whether in the form of notes, analyses, documents, transcripts, data, studies, computer tapes or discs, or oral communication.

2. Signatories to this Agreement agree to be bound by its terms and shall not use the Confidential Information except for purposes of evaluating GCE’s proposed project in Docket No. 526. All parties, including consultants, in receipt of the Confidential Information

under the Agreement shall maintain a written log of all individuals granted access to said Confidential Information. All persons granted access to the Confidential Information shall neither use nor disclose the Confidential Information for purposes of business or competition, or for any other purpose, other than for purposes of the evaluation of GCE's submittals in Docket No. 526 as contemplated herein and shall in good faith take all reasonable precautions to keep the Confidential Information secure in accordance with the purposes and intent of the Agreement.

3. If the Confidential Information is used in any manner in any interrogatory, letter, petition, brief or other writing ("Document"), then all reference to the Confidential Information in the Document shall be either:

- (a) in a separate document, prominently labeled "Proprietary Information," which document shall be safeguarded in accordance with a protective order to be issued by an applicable regulatory agency or court; or
- (b) solely by title or exhibit reference, in a manner reasonably calculated not to disclose the Confidential Information.

4. If the Confidential Information is used in any manner in any proceeding or during the course of a public hearing before a regulatory agency or court ("Hearing"), then the Hearing shall not be held before, nor any record of it made available to, any party, intervenor, or other person or entity not a signatory to this Agreement, other than as directed by that agency or court.

5. All persons granted access to Confidential Information shall take all reasonable precautions to keep this information secure in accordance with the purposes and

intent of this Agreement. No copies shall be made of the Confidential Information unless expressly agreed to by GCE.

6. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence at any hearing or trial. Confidential Information otherwise properly discovered, even though also subject to the terms of this Agreement, shall not be considered protected by this Agreement.

7. If Confidential Information is disclosed to any person other than in the manner authorized by this Agreement, then the party responsible for such disclosure shall immediately upon learning of the disclosure, inform GCE of all pertinent facts relating to such disclosure and shall make every effort to prevent disclosure by each unauthorized person who received such information.

8. Each party hereto acknowledges that a breach of the provisions of this Agreement cannot reasonably or adequately be compensated in damages in an action at law and that a breach of any of the provisions contained in such section will cause irreparable injury and damage. By reason thereof, the parties hereby agree that GCE shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any actual or threatened breach of this Agreement; provided, however, that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuing of other legal or equitable remedies in the event of such a breach. Each party further agrees to indemnify the other for, and hold it harmless from, all loss, cost, damage and expense (including reasonable compensation, fees, and out-of-pocket expenses of legal counsel) that may be sustained or incurred as a result of any breach of this Agreement by such party.

9. The terms of this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Connecticut, but without regard to those of such laws as may rely upon or refer to the law of any other jurisdiction in the resolution of conflicts of law.

10. This Agreement constitutes the entire agreement between the parties hereto covering the disclosure of Confidential Information, and supersedes all previous communications, whether oral or written, between the parties, and no modifications or amendments shall be binding upon any party hereto except by the mutual agreement of the parties in writing.

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**NONDISCLOSURE AGREEMENT AND AGREEMENT
TO BE BOUND BY THE TERMS OF THE NON-DISCLOSURE AGREEMENT**

The undersigned hereby acknowledges review of the Agreement with respect to the Confidential Information provided by Greenskies Clean Energy, LLC and hereby agrees to be bound and abide by the terms thereof in exchange for being given access to such Confidential Information.

Name of Company: _____

Name & Title: _____
(Print)

(Signature)

Date: _____

REQUEST FOR INFORMATION

REVIEWED AND ACKNOWLEDGED:

The undersigned hereby acknowledges that the undersigned has reviewed this Protective Order and hereby agrees to abide by the terms thereof, in exchange for receipt of confidential information provided by Applicant Greenskies Clean Energy, LLC in Docket 526.

This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original but all of which together shall constitute one and the same agreement. This agreement shall be valid and enforceable as to any signing party.

By: _____

Printed Name: _____

Dated: _____, 20____

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

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	December 5, 2024

PROTECTIVE ORDER

WHEREAS, Greenskies Clean Energy, LLC (“GCE” or the “Applicant”) is willing to submit an unredacted copy of the land lease associated with this Project (the “Confidential Information”).

WHEREAS, GCE considers the Confidential Information to be confidential technical, commercial and/or financial and proprietary information given in confidence and is exempt from disclosure under both state and federal law. *See*, e.g., 5 U.S.C. § 552; Conn. Gen. Stat. § 1-210.

WHEREAS, GCE has indicated its willingness to provide the Confidential Information to the Council subject to a protective order.

NOW THEREFORE, it is hereby ordered, that the following procedure is adopted for the protection of the Confidential Information:

1. The Confidential Information shall be governed by the terms of this Order. This Order is applicable to all such Confidential Information, regardless of format.

2. All Confidential Information shall be subject to this Order and shall be given solely to the Council its staff. It is understood that and agreed that said information is confidential, subject to trade secrets, and constitutes commercial or financial information given in confidence.

3. Confidential Information shall be marked as such and delivered in a sealed envelope to the Council.

4. All recipients shall be bound by this Order.

5. In the event that the Confidential Information is to be used in any manner in any proceeding or hearing before the Council, such proceeding or hearing shall not be held before, nor any record of it made available, to any other party, intervenor, or other person or entity. Presence at such proceeding or hearing shall be limited to the Council, its staff and representatives of GCE. No record shall be disclosed, or communication made of the information at any time to any person or entity. Any transcript or other recording of the Confidential Information shall be placed in a sealed envelope or containers and a statement in the following form placed on such envelope or container:

CONFIDENTIAL INFORMATION

This envelope is not to be opened or the contents thereof to be displayed or revealed except pursuant to the Protective Order issued in Docket 526.

6. No copies shall be made of the Confidential Information unless expressly ordered by the Council.

7. Nothing herein shall be construed as a final determination that any of the confidential Information will be admissible as substantive evidence in this proceeding or at any

hearing or trial. Moreover, nothing herein shall be considered a waiver of any party's right to assert at a later date that the material is or is not proprietary or privileged. A party seeking to change the terms of the Order shall by motion give every other party five (5) business days' prior written notice. No information protected by the Order shall be made public until the Council rules on any such motion to change the terms of the Order. Confidential Information otherwise properly discovered, even though also subject to the terms of the Order, shall not be considered protected by the Order.

8. No Recipient shall use or disclose the Confidential Information for purposes of business or competition, or for any other purpose, other than the purpose of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall in good faith take all reasonable precautions to keep the Confidential Information secure in accordance with the purposes and intent of this Order.

9. All copies of such Confidential Information shall be returned to GCE 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: _____