STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

DOCKET NO. 545 – ARX Wireless Infrastructure, LLC and New Cingular Wireless PCS, LLC application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a telecommunications facility and associated equipment located at 306 Flanders Road, East Lyme, Connecticut.	**Docket No. 545**
	January 29, 2026

PROTECTIVE ORDER

WHEREAS, ARX Wireless Infrastructure, LLC ("ARX") is willing to submit an unredacted copy of a Land Lease Agreement (the "Lease"), providing to the Connecticut Siting Council ("Council") certain confidential information ("Confidential Information") in connection with the Lease regarding the above-referenced Application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a wireless telecommunications facility 306 Flanders Road, East Lyme, Connecticut ("Confidential Information");

WHEREAS, ARX considers the Confidential Information to be commercially valuable, confidential and proprietary information, and which information ARX contends constitutes trade secrets within the meaning of Connecticut General Statutes section 1-210(b)(5);

WHEREAS, the Confidential Information consists of trade secrets, 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, the Confidential Information contains commercially valuable, confidential, proprietary and market-sensitive information that is not readily obtainable from

other sources and may be harmful if publicly disclosed; and

WHEREAS, ARX have indicated 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. All Confidential Information shall be subject to the terms of this Order.

2. The parties identified on the Council's service list for Docket No. 545 (Recipients) will be provided the Confidential Information upon: 1) consent of ARX and 2) execution of the Non-disclosure Agreement attached hereto.

3. All Recipients of Confidential Information, including the members and staff of the Council, shall be bound by this Order.

4. 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.

5. If the Confidential Information is used in any manner in any document, all references to the Confidential Information shall be either: a) in a separate document, prominently labeled "Proprietary Information", which document shall be safeguarded in accordance with the Order and distributed only to Recipients; or b) solely by title or exhibit reference in a manner reasonably calculated not to disclose the Confidential Information.

6. If the Confidential Information is used in any manner in any Council meeting, as defined under Connecticut General Statutes §1-200(2), the meeting shall not be held before, nor any record of it made available to, any party or other person or entity not a Recipient of the Confidential Information. No record shall be disclosed, nor any communication made, of use of the Confidential Information in the meeting to any person or entity not a Recipient of the Confidential Information. Any transcript or other recording of any Council meeting that relates to the Confidential Information shall be placed in sealed envelopes or containers and a statement in the following form shall be placed prominently on such envelope or container:

CONFIDENTIAL-PROPRIETARY: DOCKET NO. 545
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 No. 545.

7. 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.

8. All copies of such Confidential Information shall be returned to ARX 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: January 29, 2026

REVIEWED AND ACKNOWLEDGED:

The undersigned hereby acknowledge that they have reviewed this Protective Order, and hereby agree to abide by the terms thereon in exchange for receipt of the Confidential Information from ARX Wireless Infrastructure, LLC.

RECIPIENT:_____

REPRESENTING:

DATE:_____

RECIPIENT:_____

REPRESENTING:

DATE:_____

RECIPIENT:_____

REPRESENTING:

DATE:_____

RECIPIENT:_____

REPRESENTING:

DATE:_____

RECIPIENT:_____

REPRESENTING:

DATE:_____

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL
DOCKET NO. 545
ARX WIRELESS INFRASTRUCTURE, LLC
NONDISCLOSURE AGREEMENT

ARX Wireless Infrastructure, LLC ("ARX") agrees to make available to _____(“Recipient”) confidential and proprietary information filed in Connecticut Siting Council Docket No. 545 (“Confidential Information”) subject to restrictions stated herein:

1. Any information provided to Recipient and labeled “Confidential Information” by ARX shall be Confidential Information subject to this Nondisclosure Agreement.

2. The Confidential Information is received by Recipient in confidence.

3. The Confidential Information shall not be used or disclosed by the Recipient except in accordance with the terms contained herein and in ARX’s January 22, 2026 Motion for Protective Order in Docket No. 545.

4. Only individuals, and not entities, may be Recipients of Confidential Information under this paragraph. The Recipient must be an attorney or independent expert witness for a party or intervenor identified on the service list for this proceeding. The Recipient acknowledges that disclosure of confidential or proprietary information of ARX could adversely affect ARX. By executing this Nondisclosure Agreement, each Recipient certifies that they meet the requirements of this paragraph.

5. The following conditions shall apply to each Recipient:

    a. Each Recipient shall receive one (1) numbered, controlled copy of the Confidential Information. The Recipient shall not make any copies thereof or provide the Confidential Information to any individual or entity.

    b. The Recipient shall maintain a log of all persons granted access to the Confidential Information.

    c. The Recipient, by signing this Nondisclosure Agreement acknowledges that they may not in any manner disclose the Confidential Information to any person, and that they may not use the Confidential Information for the benefit of any person except in this Council proceeding and in accordance with the terms of this Protective Order.

    d. The Recipient acknowledges that any violation of this Nondisclosure Agreement may subject the Recipient to civil actions for violation hereof. Additionally, any Recipient who is an attorney acknowledges their ethical obligations under the Rules of Professional Conduct to abide by this Nondisclosure Agreement and to handle properly confidential information that is subject to a protective order.

e. Within thirty (30) days of the final decision in this proceeding, Recipient shall return the Confidential Information to ARX.

RECIPIENT:

By:_____

Date:_____