

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF HOMELAND TOWERS, LLC AND
NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T FOR
A CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AND PUBLIC NEED FOR THE
CONSTRUCTION, MAINTENANCE, AND OPERATION
OF A TELECOMMUNICATIONS FACILITY AT ONE OF
TWO SITES IN THE
TOWN OF KENT, CONNECTICUT

DOCKET NO. 488

July _____, 2020

PROTECTIVE ORDER

WHEREAS, Applicant, Homeland Towers LLC (“Homeland”) was requested to provide the Phase I Environmental Site Assessment (“Phase I”) for property located on Bald Hill Road in Kent, Connecticut, which is proposed Site A in this proceeding, and details contained in the Phase I, in the opinion of Homeland, are proprietary, confidential and commercially valuable information (“Confidential Information”);

WHEREAS, the Confidential Information qualifies as “trade secrets” as defined by Connecticut Law;

WHEREAS, Homeland is willing to provide the Confidential Information to the Siting Council subject to a protective order;

NOW, THEREFORE, it is hereby ordered that a protective order enter with respect to the Confidential Information and that the following is adopted for the protection of the Confidential Information:

1. The Confidential Information shall be governed by the terms of this Order.
2. The Confidential Information made available pursuant to this Order shall be given to Members and Staff of the Siting Council, upon execution of the Acknowledgement referenced below (each a “Signatory” and collectively, the “Signatories”). Any parties or intervenors in Docket No. 488 will separately be provided the Confidential Information upon 1) consent of Homeland and 2) execution of the Nondisclosure Agreement in the form attached hereto as Exhibit 1 (each also a “signatory” and collectively the “Signatories”).

3. Upon execution of the Nondisclosure Agreement, Confidential Information will be marked as such and delivered in sealed envelopes to the Council. A statement in the following form shall be placed prominently on each envelope:

CONFIDENTIAL – PROPRIETARY : DOCKET NO. 488

This envelope is not to be opened nor the contents to be displayed or revealed except pursuant to the Protective Order issued in Docket No. 488.

4. In the alternative, upon execution of the Nondisclosure Agreement, the Siting Council Executive Director will provide the password for the password protected electronic version of the Confidential Information along with the statement that the Confidential Information is subject to the terms of the Protective Order issued in Docket No. 488.

5. Any Confidential Information made available pursuant to this Order shall be part of the record in this Docket, subject to the same relevancy and other evidentiary considerations as non-confidential information and subject to the conditions stated in Paragraphs Six and Seven of this Order.

6. If the Confidential Information is used in any manner in any interrogatory, letter, petition, brief or other writing (each a “Document”), 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 the Order and distributed only to Members and staff of the Council, and to Signatories; or

b) solely by title or exhibit reference in a manner reasonably calculated not to disclose the Confidential Information.

7. If the Confidential Information is used in any manner in any Council proceeding or during the course of a public hearing before the Council (a “Hearing”), the Hearing shall be held before, nor any record of it made available to, any party or other person or entity not a Signatory, other than the appropriate representatives of the Council. No record shall be disclosed, nor any communication made, of use of the Confidential Information in the Hearing to any person or entity not a Signatory, Member of the Council or Council staff. Any transcript or other recording of the Hearing 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. 488

This envelope is not to be opened nor the contents to be displayed or revealed except pursuant to the Protective Order issued in Docket No. 488.

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

9. All copies of such Confidential Information shall be returned to Homeland 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: Melanie Bachman

Dated: July 23, 2020

REVIEWED AND ACKNOWLEDGED:

The undersigned hereby acknowledge that he or she has reviewed this Protective Order, and hereby agrees to abide by the terms thereon in exchange for receipt of the Confidential Information from Homeland.

RECIPIENT: _____

REPRESENTING:

DATE: _____

RECIPIENT: _____

REPRESENTING:

DATE: _____

RECIPIENT: _____

REPRESENTING:

DATE: _____

RECIPIENT: _____

REPRESENTING:

DATE: _____

RECIPIENT: _____

REPRESENTING:

DATE: _____

RECIPIENT: _____

REPRESENTING:

DATE: _____

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

EXHIBIT 1

**DOCKET NO. 488
HOMELAND TOWERS LLC**

NONDISCLOSURE AGREEMENT

Homeland Towers LLC (“Homeland”) agrees to make available to _____ (“Recipient”) confidential and proprietary information filed in Connecticut Siting Council Docket No. 488 (“Confidential Information”) subject to restrictions stated herein:

1. Any information provided to Recipient and labeled “Confidential Information” by Homeland 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 the Company’s Motion for Protective Order in Docket No. 488.
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 in this proceeding. The Recipient acknowledges that disclosure of confidential or proprietary information of Homeland could adversely affect Homeland. By executing this Nondisclosure Agreement, each Recipient certifies that he/she meets 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 he/she may not in any manner disclose the Confidential Information to any person, and that he/she 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 his/her 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 Homeland.

RECIPIENT:

By: _____

Date: _____