

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE: :
 :
APPLICATION OF TARPON TOWERS II, LLC : DOCKET NO. 479
AND CELLCO PARTNERSHIP D/B/A :
VERIZON WIRELESS FOR A CERTIFICATE :
OF ENVIRONMENTAL COMPATIBILITY AND :
PUBLIC NEED FOR THE CONSTRUCTION, :
MAINTENANCE AND OPERATION OF A :
WIRELESS TELECOMMUNICATIONS :
FACILITY AT 380 HORACE STREET IN :
BRIDGEPORT, CONNECTICUT : OCTOBER 6, 2017

PROTECTIVE ORDER

WHEREAS, Construction Services of Branford, LLC (“CSB”) and MDL Realty, LLC entered into a Land Lease Agreement dated June 16, 2014 (“Agreement”), for the development of a telecommunications facility at 380 Horace Street in Bridgeport, Connecticut;

WHEREAS, CSB and Tarpon Towers II, LLC (“Tarpon”), through an Assignment and Assumption Agreement (“Assignment”) dated June 16, 2017 (“Assignment”) assigned CSB’s interest in the Agreement to Tarpon;

WHEREAS, Tarpon is willing to submit unredacted copies of the Agreement and the Assignment to the Council in connection with the above-captioned matter;

WHEREAS, Tarpon considers the amount of rent and other monies to be paid by Tarpon during the term of the Agreement and in accordance with the Assignment to be confidential, market-sensitive and proprietary information that Tarpon has prior to this point, used its best efforts to keep secret (“Confidential Information”);

WHEREAS, Tarpon 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, whether in the form of documents, data, testimony, studies or otherwise.

2. All Confidential Information shall be subject to this Order and shall be given solely to the Council and its staff. It is understood and agreed that said information is confidential, market-sensitive and proprietary in nature and shall in no event be disclosed to any other person, entity, corporation or association, and shall neither be used nor discussed except for the purposes of this proceeding. All persons in receipt of any Confidential Information pursuant to this Order shall maintain a written log of all individuals granted access to the Confidential Information.

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

4. All recipients shall be bound by the terms of 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 Tarpon. 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 sealed envelopes or containers and a statement in the following form placed on such envelope or container:

CONFIDENTIAL INFORMATION

This envelope is not to be opened nor the contents thereof to be displayed or revealed except pursuant to the Protective Order issued in Docket No. 479.

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 Tarpon 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: _____, 2017