

CONNECTICUT SITING COUNCIL

Docket No. 492A - Gravel Pit Solar Certificate of Environmental Compatibility and Public Need for the construction, maintenance, and operation of a 120-megawatt-AC solar photovoltaic electric generating facility on eight 1-acre parcels generally located to the east and west of the Amtrak, and Connecticut Rail Line, south of Apothecaries Hall Road and north of the South Windsor town boundary in East Windsor, Connecticut and associated electrical interconnection.

October 2, 2025

**PROTECTIVE ORDER CONCERNING GRAVEL PIT SOLAR'S PROVISION OF
CONFIDENTIAL COMMERCIAL AND FINANCIAL INFORMATION**

WHEREAS, Gravel Pit Solar ("Gravel Pit") is providing the Connecticut Siting Council (the "Council") with certain information in response to the Council's interrogatories 13 and 16 in the above-referenced proceeding that Gravel Pit considers commercially valuable financial information that is given in confidence, not required by statute, and/or which information Gravel Pit contends constitutes a trade secret within the meaning of Connecticut General Statutes § 1-210(b)(5) (collectively, the "Confidential Information").

NOW, THEREFORE, it is hereby ordered, that the following procedures are adopted for the protection of the Confidential Information provided by Gravel Pit:

1. All Confidential Information provided by Gravel Pit, whether in documentary form or otherwise, shall be identified as follows: "Gravel Pit Council Interrogatory Response 13 and 16 (Docket No.: 492A," and will be governed by the terms of this Protective Order (the "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 made available pursuant to this Order shall be given to the Council, upon execution of the Acknowledgment referenced below. Any other entity

designated as a participant in this proceeding by the Council will be provided with the Confidential Information upon (1) consent of Gravel Pit and (2) execution of the Nondisclosure Agreement in the form attached hereto as Exhibit 1 (each also a "Signatory" and collectively, the "Signatories"). All Signatories to this Order agree to be bound by its terms and shall not use or disclose the Confidential Information except for purposes of this proceeding. All parties, including consultants in receipt of any Confidential Information under this Order 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 use in preparing for and conducting this proceeding 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.

3. Confidential Information will be marked as such and delivered electronically to Melanie Bachman, Executive Director of the Connecticut Siting Council. A statement in the following form shall be placed in the subject line of the electronic correspondence: CONFIDENTIAL-PROPRIETARY - DOCKET 492A "This information is not to be opened nor the contents to be displayed or revealed except pursuant to the pertinent Protective Order issued in Docket No. 492A."

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

5. 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 Council members and to Signatories; 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 proceeding or during the course of a public hearing before the Council (a "Hearing"), the Hearing shall not 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. Presence at the Hearing shall be limited to one or more Council members, representatives of Gravel Pit, and Signatories to this Protective Order. 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 or Council member. Any transcript or other recording of the Hearing that relates to the Confidential Informations 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"

"This envelope is not to be opened nor the contents to be displayed or revealed except pursuant to the pertinent Protective Order issued in Docket No. 492A."

7. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in this A 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 not be considered protected by this Order.

8. All copies of such Confidential Information shall be returned to Gravel Pit or destroyed no later than thirty (30) days after the expiration of all appeal periods applicable to the final decision rendered in this proceeding, except for the one copy required by the Council's Records Retention Schedule.

CONNECTICUT SITING COUNCIL



By: _____
Executive Director

Dated: October 9, 2025

REVIEWED AND ACKNOWLEDGED:

The undersigned hereby acknowledges that he or she has reviewed this Protective Order,
and hereby agrees to abide by the terms thereof in exchange for receipt of the Confidential
Information from Gravel Pit Solar.

RECIPIENT: _____

REPRESENTING:

DATE:

RECIPIENT: _____

REPRESENTING:

DATE:

RECIPIENT: _____

REPRESENTING:

DATE:

RECIPIENT: _____

REPRESENTING:

DATE:

CONNECTICUT SITING COUNCIL

EXHIBIT 1

DOCKET NO. 492A

GRAVEL PIT SOLAR

NONDISCLOSURE AGREEMENT

Gravel Pit Solar (the "Gravel Pit") agrees to make available to _____ ("Recipient") confidential and proprietary information filed on October 2, 2025 in Connecticut Siting Council Docket No. 492A ("Confidential Information") subject to restrictions stated herein:

1. Any information provided to Recipient and labeled "Confidential Information" by Gravel Pit 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 Gravel Pit's October 2, 2025 Motion for Protective Order in Docket No. 492A.
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 in this Council proceeding. The Recipient acknowledges that he/she now represents or in the future may represent competitors or potential competitors of Gravel Pit and that disclosure of confidential and proprietary information of Gravel Pit to competitors or use of such information for the benefit of competitors of Gravel Pit could adversely affect Gravel Pit. 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 the 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 Gravel Pit, except for the one copy required by Council's Record Retention Schedule. Alternatively, the Recipient, by signature below, certifies that he/she will destroy the Confidential Information within thirty (30) days of the final decision in this proceeding.

RECIPIENT:

BY: _____

Dated: