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March 20, 2024

Via Electronic Mail and Hand Delivery

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

**Re: Petition No. 1607 - Hanwha Q Cells America Inc. petition for a declaratory ruling, pursuant to Connecticut General Statutes § 4-176 and § 16-50k, for the proposed construction, maintenance and operation of a 4.0-megawatt AC battery energy storage facility located at Parcel No. 95-F10-247-5 and 95-F10-247-5A, 163 State Pier Road, New London, Connecticut and associated interconnection**

Dear Ms. Bachman:

I am writing on behalf of my client Hanwha Q Cells America Inc. ("Qcells") in connection with the above-captioned Petition. Enclosed please find a Motion for Protective Order, Affidavit, proposed Protective Order, Non-Disclosure Agreement, and a confidential and proprietary response to Interrogatory No. 4 and Interrogatory No. 63.d posed to Qcells by the Connecticut Siting Council on February 28, 2024.

The electronic version of the above described documents have been sent via email to your attention.

Please do not hesitate to contact me with any questions or concerns regarding this submission.

Sincerely,

A handwritten signature in blue ink that reads "Mark J. Cook".

Mark J. Cook, Esq.

Enclosures

**STATE OF CONNECTICUT**

**CONNECTICUT SITING COUNCIL**

PETITION OF HANWHA Q CELLS AMERICA ) PETITION NO. 1607  
INC. FOR A DECLARATORY RULING FOR )  
THE LOCATION AND CONSTRUCTION OF )  
A 4 MEGAWATT BATTERY ENERGY )  
STORAGE SYSTEM AT PARCEL NO. )  
95-F10-247-5 AND 95-F10-247-5A, 163 STATE )  
PIER ROAD, NEW LONDON, CONNECTICUT ) March 20, 2024

**MOTION FOR PROTECTIVE ORDER**

Hanwha Q Cells America Inc. (“Qcells” or the “Company”) respectfully requests that the Connecticut Siting Council (“Council”) issue a Protective Order to protect certain confidential information which will be provided in response to the Council’s request for interrogatories dated February 28, 2024. Specifically, interrogatory request No. 4, seeks information regarding the project’s costs, cost recovery mechanisms, and energy pricing.

The information contained in this response includes commercially sensitive, confidential financial and proprietary information, which Qcells uses for competitive bidding, internal planning and business purposes, and which is vital to its operations and interests. Further, public disclosure of this information would harm the ability of Qcells to effectively engage in the highly competitive emerging energy storage market by injuring its competitive positions. As such, Qcells 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, Qcells would like to provide this information directly to the Council under seal, pursuant to the Council’s instructions.

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

Respectfully submitted,

HANWHA Q CELLS AMERICA INC.



By: \_\_\_\_\_

Mark J. Cook, Esq.  
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Its Attorneys

STATE OF CONNECTICUT

CONNECTICUT SITING COUNCIL

PETITION OF HANWHA Q CELLS AMERICA	)	PETITION NO. 1607
INC. FOR A DECLARATORY RULING FOR	)	
THE LOCATION AND CONSTRUCTION OF	)	
A 4 MEGAWATT BATTERY ENERGY	)	
STORAGE SYSTEM AT PARCEL NO.	)	
95-F10-247-5 AND 95-F10-247-5A, 163 STATE	)	
PIER ROAD, NEW LONDON, CONNECTICUT	)	March <u>14</u> , 2024

**AFFIDAVIT OF DAEHYUN KIM**

I, Daehyun Kim, 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 Hanwha Q CELLS America Inc. ("Qcells") in response to the Connecticut Siting Council's ("Council") request for interrogatories within the above-referenced docket.
3. I am a Manager for HQCA Energy Solutions, LLC, a wholly owned subsidiary of Hanwha Q CELLS America Inc. In that position, I have primary responsibility for all aspects of the project that is the subject of this Petition No. 1607.
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, Qcells seeks to protect from public disclosure non-public information regarding the project's costs, cost recovery mechanisms, and energy pricing. (the "Confidential Information").
6. The Confidential Information is used by Qcells for competitive bidding, internal planning and business purposes. The Confidential Information contains cost and price information related to Qcells' project that is critical, commercially sensitive, and competitively significant.
7. The Confidential Information constitutes 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 Qcells' ability to compete in this very competitive emerging energy storage market. As such, Qcells 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.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Affidavit as of the date set forth above.

*Daehyun Kim*  
\_\_\_\_\_  
Daehyun Kim  
Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California       )  
  )  
COUNTY OF Orange       )

March 14, 2024

On this 14<sup>th</sup> day of March, 2024, before me, the undersigned officer, personally appeared Daehyun Kim, a Manager for HQCA Energy Solutions, LLC, a wholly owned subsidiary of Hanwha Q CELLS America Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he execute the same as his free act and deed and the free act and deed of the company for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and seal.



*Kaly Thi Dang*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: March 13, 2026

**STATE OF CONNECTICUT**

**CONNECTICUT SITING COUNCIL**

PETITION OF HANWHA Q CELLS AMERICA ) PETITION NO. 1607  
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STORAGE SYSTEM AT PARCEL NO. )  
95-F10-247-5 AND 95-F10-247-5A, 163 STATE )  
PIER ROAD, NEW LONDON, CONNECTICUT ) March 20, 2024

**PROTECTIVE ORDER**

**WHEREAS**, Hanwha Q Cells America Inc. (“Qcells” or the “Company”) is willing to submit an unredacted copy of a description of project costs, cost recovery mechanisms, and energy rates (the “Confidential Information”).

**WHEREAS**, Qcells considers the Confidential Information to be confidential, commercial, 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**, Qcells has indicated its willingness to provide the Confidential Information to the Connecticut Siting Council (“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 and its staff. It is understood 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 Qcells. 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 Petition No. 1607.**

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 Qcells 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: \_\_\_\_\_



**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 Petitioner HANWHA Q CELLS AMERICA INC. in Petition 1607.

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: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

**NON-DISCLOSURE AGREEMENT**

**WHEREAS**, HANWHA Q CELLS AMERICA INC. (“Qcells”) has filed with the Connecticut Siting Council certain materials and information in response to Council’s Interrogatories issued in Petition No. 1607; and

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

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

**WHEREAS**, Qcells 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 Qcells to the Siting Council in response to the Interrogatories 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 Qcells’s proposed project in Petition 1607. 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 Qcells' submittals in Petition 1607 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 Qcells.

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 Qcells 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 Qcells 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 pursuit 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.

*Remainder of page is blank*

**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 HANWHA Q CELLS AMERICA INC. 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: \_\_\_\_\_