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January 9, 2025

VIA ELECTRONIC MAIL AND OVERNIGHT MAIL

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

Re: PETITION NO. 1643 – C-Tec Solar, LLC petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed construction, maintenance and operation of a 2.95-megawatt AC solar photovoltaic electric generating facility and associated equipment to be located at 77 Pompeo Road, Thompson, Connecticut, and associated electrical interconnection

Dear Ms. Bachman:

I am writing on behalf of my client, C-Tec Solar, LLC, in connection with the above-referenced Petition. With this letter, I am including a Motion for Protective order, Affidavit, Non-Disclosure Agreement, Request for Information, and Proposed Order in support of the protective order in connection with C-Tec Solar, LLC's response to the Council's Interrogatory Request No. 12 for the land lease associated with this project.

Should you have any questions concerning this submittal, please contact me at your convenience. I certify that all parties on the service list for this docket have received a copy of the non-confidential information related to this filing.

Sincerely,

Lee D. Hoffman

Enclosures

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

PETITION NO. 1643 – C-Tec Solar, LLC petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed construction, maintenance and operation of a 2.95-megawatt AC solar photovoltaic electric generating facility and associated equipment to be located at 77 Pompeo Road, Thompson, Connecticut, and associated electrical interconnection	PETITION NO. 1643
	January 9, 2025

MOTION FOR PROTECTIVE ORDER

C-Tec Solar, LLC (the “Petitioner”) respectfully requests that the Connecticut Siting Council (“Council”) issue a Protective Order to protect certain confidential information related to the land lease for the property on which the Petitioner’s Project will be located and which will be provided to the Council.

As indicated in the accompanying affidavit, the information contained in this response includes commercially sensitive, confidential technical, financial and proprietary information, which the Petitioner uses to estimate costs associated with 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 Petitioner’s ability to effectively engage in the highly competitive solar market by injuring its competitive positions. As such, the Petitioner 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(b)(5).

Instead, the Petitioner would like to provide this information directly to the Council under seal, pursuant to the Council’s instructions.

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

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AFFIDAVIT OF MICHAEL MORRISON

I, Michael Morrison, 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 C-Tec Solar, LLC (“C-Tec”) in response to the Connecticut Siting Council’s (“Council”) request for the land lease associated with the Project within the above-referenced petition.
3. I am employed by C-Tec as its Commercial Project Coordinator. In that position, I have ultimate responsibility for all aspects of the Project that is the subject of this proceeding.
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, C-Tec seeks to protect from public disclosure non-public information regarding parts of Project’s costs associated with its land lease (the “Confidential Information”).
6. The Confidential Information is used by C-Tec for cost estimations associated with competitive bidding, internal planning and business purposes. The Confidential Information contains technical, cost and price information related to C-Tec Project, that is critical, commercially sensitive, and competitively significant.
7. The Confidential Information constitutes technical, 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(b)(5)(B).
8. Public disclosure would harm C-Tec’s ability to compete in the very competitive solar market. As such, C-Tec 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.

C-TEC SOLAR, LLC

By: 

Name: Michael Morrison

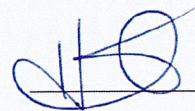
Title: Commercial Project Coordinator

STATE OF CT)
COUNTY OF Litchfield) SS: Torington [Town]

On this 9th day of January, 2025, before me, the undersigned officer, personally appeared Michael Morrison, Commercial Project Coordinator of **C-Tec Solar, LLC**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same as his free act and deed and the free act and deed of the corporation for the purposes therein contained.

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

My commission expires:
[SEAL]



Notary Public



HEIDI PUTNAM
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP 10/31/28

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

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PROTECTIVE ORDER

WHEREAS, C-Tec Solar, LLC (the “Petitioner”) is willing to submit an unredacted copy of the land lease associated with this Project (the “Confidential Information”).

WHEREAS, the Petitioner considers the Confidential Information to be 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(b).

WHEREAS, the Petitioner 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, regardless of format.

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 the Petitioner 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: _____

NON-DISCLOSURE AGREEMENT

WHEREAS, C-Tec Solar, LLC ("C-Tec") has filed with the Connecticut Siting Council certain materials and information related to its land lease for the property associated with Petition No. 1643; and

WHEREAS, the information contained in said materials provided in response to the this request contains confidential and proprietary business information of C-Tec ("Confidential Information"); and

WHEREAS, disclosure of the Confidential Information would result in the disclosure of confidential, proprietary information to C-Tec and thus harm its ability to compete in a competitive marketplace; and

WHEREAS, C-Tec 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 C-Tec to the Council in connection with the land lease 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 C-Tec's proposed project in Petition No. 1643. All parties, including consultants, in receipt of the Confidential Information

intent of this Agreement. No copies shall be made of the Confidential Information unless expressly agreed to by C-Tec.

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 C-Tec 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 C-Tec 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 pursuing 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.

**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 C-Tec Solar, LLC 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: _____

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 C-Tec Solar, LLC in Petition 1643.

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: _____

Printed Name: _____

Dated: _____, 20____