

CERTIFICATION

I hereby certify that I filed and served this Motion for Protective Treatment via email on the Energy Facility Siting Board and on the Service List for this Docket.

_____/s/ Jennifer S. Sternick_____

EXHIBIT 1



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF LEGAL SERVICES
One Capitol Hill, 4th Floor
Providence, RI 02908-5890

Tel: (401) 222-8880
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Jennifer Sternick, Esq.
Chief of Legal Services

June 9, 2021

Robin L. Main, Esq.
Adam Ramos, Esq.
Hinckley, Allen & Snyder, LLP
100 Westminster Street, Suite 1500
Providence, RI 02903

VIA ELECTRONIC MAIL

Re: Revolution Wind, LLC Application to Construct a Major Energy Facility, EFSB Docket No. SB-2021-01

Dear Attorneys Main and Ramos:

I am forwarding the following data request from the Statewide Planning Program:

What are the estimated local tax revenues that will accrue to the Town of North Kingstown and the State of Rhode Island as a result of the Revolution Wind Energy Project? We would like to know the initial revenue from operating year one and an annual average over a twenty-year period.

Sincerely,

/s/ Jennifer S. Sternick
Jennifer S. Sternick

Cc: Kevin Nelson
Roberta Groch
EFSB Service List

EXHIBIT 2

**NON-DISCLOSURE AGREEMENT
REVOLUTION WIND PROJECT**

This Non-Disclosure Agreement (“Agreement”) dated as of July 15, 2021 (the “Effective Date”), between the Rhode Island Statewide Planning Program of the Department of Administration (“Statewide Planning”), an office in the executive branch of the State of Rhode Island government established, and Revolution Wind, LLC, with a place of business at 56 Exchange Terrace, Suite 300, Providence, Rhode Island 02903, (“Revolution Wind”) (each, individually, a “Party” and, collectively, the “Parties”).

WHEREAS, Revolution Wind intends to submit information to Statement Planning in connection with the Revolution Wind project for an offshore wind farm, underwater cables, onshore structures, including but not limited to an onshore substation and interconnection facility, and any other aspect of such project (the “Project”) containing non-public proprietary or sensitive information; and

WHEREAS, Revolution Wind intends to designate certain portions of its submissions to Statewide Planning as confidential (the “Non-Public Revolution Wind Project Documents”); and

WHEREAS, the Parties acknowledge that Statewide Planning is subject to the Rhode Island Access to Public Records Act (“APRA”), R.I. Gen. Laws § 38-2-1, *et seq.*, and may be requested to disclose information in its possession relating to the Project, including but not limited to trade secrets and commercial or financial information that is of a privileged and confidential nature as defined in R.I. Gen. Laws § 38-2-2(4)(B); and

WHEREAS, pursuant to page 22 of the Attorney General’s Guide to Open Government in Rhode Island, 6th edition, which cites *The Providence Journal Company v. Convention Center Authority*, 774 A.2d 40 (R.I. 2001), “[i]f a request is made for financial or commercial information that is provided to the government on a voluntary basis, it is exempt from disclosure [under APRA] if the information is a kind that would customarily not be released to the public by the person from whom it was obtained”; and

WHEREAS, Revolution Wind intends to disclose to Statewide Planning confidential information including financial information, technical studies, and scientific data, as well as certain other information related thereto of a confidential or proprietary nature (the “Purpose”); and

WHEREAS, the Parties acknowledge that the Non-Public Revolution Wind Project Documents and other requested information of a confidential or proprietary nature related thereto would customarily not be released to the public by Revolution Wind and

WHEREAS, the Parties acknowledge that Revolution Wind’s disclosure of the Non-Public Revolution Wind Project Documents and other requested information of a confidential or proprietary nature related thereto to the public would both impair Statewide Planning’s ability to obtain similar information from Revolution Wind in the future and cause substantial harm to Revolution Wind’s competitive position, such that the requested information would qualify for the APRA’s exception for trade secrets and commercial or financial information of a privileged or confidential nature, as set forth in R.I. Gen. Laws § 38-2-2(4)(B).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Definition.

The term "*Information*" means any portion of the Non-Public Revolution Wind Project Documents, or any other information of a confidential or proprietary nature related thereto, which is furnished or disclosed by Revolution Wind (or its agents, servants, contractors, representatives, employees, or affiliates) to Statewide Planning in connection with the Purpose, including, without limitation, trade secrets, names and expertise of employees and consultants, know-how, formulae, processes, ideas, inventions (whether or not patentable), schematics, calculations, projections, analyses, reports, models, forecasts, compilations, studies, interpretations, and other technical, business, financial, company, and product development information and data (regardless of format, and whether or not reduced to writing).

§2. Confidentiality and Permitted Disclosure.

Statewide Planning shall, and shall cause its officials, employees, affiliates, agents, advisors, and other representatives—including attorneys and consultants—(collectively, "Representatives") to, take all necessary and appropriate actions to keep the Information, in whatever form or medium contained or represented, confidential and secret, applying the same degree of care as Statewide Planning uses to protect its own confidential, non-public, or proprietary information against public disclosure, but in no case less than reasonable care. Except as otherwise provided by this Agreement, Statewide Planning shall not disclose Information to any third party without the prior written consent of Revolution Wind. The foregoing notwithstanding, Statewide Planning may disclose Information to the following Representatives: Assistant Chief for Planning Roberta Groch; Chief of Legal Services Jennifer Sternick; and other government employees working at or with Statewide Planning under the direction of Roberta Groch or Jennifer Sternick on matters pertaining to the Project (collectively, the "Authorized Representatives"). Disclosure of Information to the Authorized Representatives shall be limited to the extent each such Authorized Representative has a need to know such Information for the Purpose contemplated by this Agreement and has agreed to the terms of this Agreement, as evidenced by that Authorized Representative executing the Certificate of Acknowledgement. Statewide Planning shall be responsible in the event of any breach of this Agreement by any of its Representatives as if Statewide Planning itself had committed such breach, in addition to and not in limitation of any right or remedy Revolution Wind may have against such Representatives.

§3. Exclusions from Application.

(a) This Agreement shall not apply to Information that,

(i) at the time of disclosure to Statewide Planning, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by Statewide Planning or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Statewide Planning prior to its disclosure by Revolution Wind to Statewide Planning hereunder, as shown by Statewide Planning's written records in existence at the time of disclosure,

(iii) is rightfully acquired by Statewide Planning from a third party who is not under any obligation of confidence with respect to the Information (as confirmed by Revolution Wind in writing if Revolution Wind has a reasonable basis to believe the information was obtained from Revolution Wind), or

(iv) is developed by Statewide Planning independently of the Information (as evidenced by written documentation).

§4. *Production of Information.* Statewide Planning agrees that if it is required by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to make public, disseminate, disclose or publish any of the Information, it shall provide Revolution Wind with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Revolution Wind may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Statewide Planning (or any Representative of Statewide Planning) is, in the opinion of its counsel, legally compelled to disclose such Information, Statewide Planning may disclose only such portion thereof which its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Agreement. In any event, Statewide Planning will use reasonable efforts to seek confidential treatment for Information so disclosed, and will not oppose any action by, and will reasonably cooperate with, Revolution Wind to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information. In particular, and among other reasonable efforts, Statewide Planning shall take the position, which is consistent with the guidance provided in the *Attorney General's Guide to Open Government in Rhode Island, 6th edition*, in official filings and documents that the Information qualifies for the APRA's exception for trade secrets and commercial or financial information of a privileged or confidential nature, as set forth in R.I. Gen. Laws § 38-2-2(4)(B). For the avoidance of doubt, notwithstanding any disclosure of Information to a court or other governmental or regulatory authority pursuant to this Section 4, Statewide Planning and its Representatives will continue to be bound by their obligations under this Agreement with respect to such portion.

§5. *Scope of Use.* Statewide Planning and each of its Representatives shall use Information solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Revolution Wind's prior written consent.

§6. No Representations; No Rights Conferred. Revolution Wind makes no representations or warranties, express or implied, as to the quality, accuracy, completeness or reliability of any Information disclosed hereunder. Revolution Wind, its directors, managers, officers, employees, affiliates, and joint venture partners shall have no liability whatsoever with respect to the use of, or reliance upon, the Information by Statewide Planning. Statewide Planning shall not acquire any rights in Information by virtue of its disclosure hereunder. No license to Statewide Planning, under any trademark, patent, or other intellectual property right, is either granted or implied by the conveying of Information to Statewide Planning. The sole purpose of this Agreement is to assist the Parties in assessing their interest in the Purpose, and does not obligate either Party to enter into any future agreements.

§7. Return or Destruction of Information. Statewide Planning shall return and deliver, or cause to be returned and delivered, to Revolution Wind, or destroy (with certification of destruction delivered to Revolution Wind), all Information, including copies and abstracts thereof, within 30 days of a written request by Revolution Wind. The foregoing notwithstanding, Statewide Planning may retain one copy of such Information for archival purposes only and subject to compliance with the terms of this Agreement.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Agreement. Neither this Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as said discussions or work do not result in the disclosure of Information by Statewide Planning in violation of the terms of this Agreement.

§9. Term and Termination. This Agreement will be effective as of the Effective Date and will continue until termination by either party upon thirty (30) days prior written notice. All obligations of confidentiality assumed herein will survive the termination of the Agreement.

§10. Governing Law; Consent to Jurisdiction; Injunctive Relief. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the State of Rhode Island for the purpose of interpretation and enforcement of this Agreement. The Parties acknowledge that a breach of this Agreement by Statewide Planning may cause irreparable harm to Revolution Wind and would entitle Revolution Wind to injunctive relief. Statewide Planning agrees that it will not assert sovereign immunity as a defense in any action concerning interpretation or enforcement of this Agreement.

§11. Amendments. This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of both Parties to this Agreement.

§12. Assignment. This Agreement may not be assigned without the express written consent of both Parties hereto.

§13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§15. Consents and Waivers. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§16. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

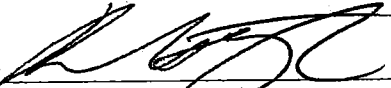
§17. No Publicity. Statewide Planning shall not issue any press release, publish or make any other public announcement regarding the Information, the existence of this Agreement or any discussions between the Parties regarding the Purpose without the prior written consent of Revolution Wind, such consent not to be unreasonably withheld.

§18. No Third Party Beneficiaries. Nothing contained in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any party not a Party to this Agreement

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties as of the Effective Date.

**Rhode Island Department of
Administration, Statewide Planning
Program**

Revolution Wind, LLC

By: 
Name: Roberta Groehl, AICP
Title: Assistant Chief for Planning

By: _____
Name:
Title: Authorized Person