

**COMMONWEALTH OF KENTUCKY  
BEFORE THE KENTUCKY STATE BOARD ON ELECTRIC GENERATION  
AND TRANSMISSION SITING**

In the Matter of:

<i>Electronic</i> Application of Unbridled Solar,	)	
LLC for Certificates of Construction for an	)	
approximately 160 Megawatt Merchant	)	Case No.
Electric Solar Generating Facility and	)	2020-00242
Nonregulated Electric Transmission Line in	)	
Henderson and Webster Counties, Kentucky	)	

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**Unbridled’s Petition for Confidential Treatment of Information and  
Notice of Filing Under Seal**

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Please take notice that Unbridled Solar, LLC (“Unbridled”) files today, entirely under seal and subject to this Petition, 14 purchase or lease agreements relating to property for the proposed solar generating facility (“the Agreements”). Unbridled respectfully submits this Petition pursuant to 807 KAR 5:110, § 5, for confidential treatment of the Agreements, stating as follows:

1. Unbridled seeks confidential treatment for the entirety of the Agreements, and as instructed by 807 KAR 5:001, § 13(2)(a)(3)(b), the entire documents are filed only under seal (and not publicly) in lieu of the otherwise required highlighting and redactions. Confidential information that would need to be redacted occurs throughout the Agreements in such a way that redaction is not feasible; personal and private information of non-parties in addition to confidential business information are intertwined with other material throughout the documents. Information in the documents that might not merit confidential treatment has already been filed publicly in this proceeding, whether in text form or through maps and diagrams.

2. The information in the documents for which Unbridled here seeks confidential treatment is not publicly disseminated, and public disclosure of this information would harm

Unbridled, as well as other persons identified in the Agreements, for various reasons discussed in the following paragraphs.

3. The non-party property owners and other individuals named in the Agreements are covered by the provisions of 807 KAR 5:001, § 4(10)(a), which require privacy protection for filings that include an individual's first name or first initial and last name in combination with the individual's address or telephone number, if that individual is not a party and has not requested to be a party. 807 KAR 5:001, § 4(10)(a)(7). None of the property owners or other individuals named or shown in the Agreements has filed a request for intervention or otherwise requested to be a party.

4. The information in the Agreements is not publicly disseminated and public disclosure of this information would harm Unbridled. The Agreements reveal commercially sensitive information regarding the internal ability and workings of Unbridled and its affiliates — in particular, how they evaluate certain land areas for projects, evaluate potential networks, and respond to various issues that arise in merchant solar projects, including the negotiated prices for property rights. The price terms, negotiated and form provisions, and related acquisition strategy then demonstrate innovative and proprietary processes developed through experience and used by Unbridled and its affiliates to develop these facilities and networks. Such processes are “trade secrets” as defined by KRS 365.880(4) and fall within the scope of the KRS 61.878(1)(c)(1) exemption from disclosure. If the trade secrets do not receive confidential treatment, the risk of harm would be unnecessarily increased that Unbridled and its affiliates would suffer a serious business injury and these trade secrets would be misappropriated by developers and other competitors in the merchant solar industry.

5. Unbridled should not be forced to share information in the Agreements publicly to its possible detriment. Especially in the event that the Application is denied, public accessibility would cause Unbridled harm because disclosure would give other developers and potential competitors a “leg-up” regarding the areas discussed in the Agreements and lessen competition in subsequent bidding processes. Such disclosure would also be costly in the future when attempts to develop other similar projects are made and Unbridled’s ability to negotiate terms specific to the circumstances has been compromised.

6. Agreement information could be used by competitors to the business injury of Unbridled and its affiliates, including National Grid Renewables, in other ways as well. For example, if disclosed, the Agreements would give competitors sensitive information about, *e.g.*, (a) acquisition strategy and capability and (b) analysis of networks, their problems, and potential.

7. Under KRS 61.878(1)(c)(1), commercial information generally recognized as confidential is protected if disclosure would cause competitive injury and permit competitors an unfair commercial advantage. Public disclosure of the information in the identified attachments may cause competitive harm to Unbridled and its affiliates as well as the neighboring landowners and could cause a reduction in competition relating to similar merchant solar plants.

8. The information for which confidential treatment is sought in this Petition is treated as confidential by Unbridled and its affiliates; even among employees it is not disseminated to those who do not have a business reason to use the information.

9. If the Siting Board’s tentative assessment is that any of the information identified herein is not exempt from disclosure as confidential commercial information, it must hold an evidentiary hearing to protect Unbridled’s due process rights and permit an opportunity to create a complete record enabling the Siting Board to decide this confidentiality request.

10. In compliance with 807 KAR 5:110 Section 5 and related regulations, Unbridled is providing the Agreements only under seal, as the entirety of the documents are confidential.

11. Section 13(2)(a)(2) of 807 KAR 5:001 provides that a petition for confidential treatment shall state the time period in which the material should be treated as confidential and the reasons for this time period. Unbridled respectfully submits that five (5) years from the date of the filing of the Application is a reasonable period of time for the material in these attachments to be treated as confidential in the light of competitive conditions in the merchant solar industry.

12. For its Notice of Filing Under Seal and for ease of reference, Unbridled here lists the file names of the Agreements, which indicate the county or counties in which the subject land is located and whether the agreement is for purchase or lease of the land:

- 01 Henderson-Webster Lease
- 02 Henderson-Webster Lease
- 03 Henderson Lease
- 04 Henderson Lease
- 05 Henderson Lease
- 05 Henderson Lease
- 06 Henderson Lease
- 07 Henderson Lease
- 08 Henderson Lease
- 09 Webster Lease
- 10 Webster Lease
- 11 Henderson-Webster Purchase
- 12 Henderson-Webster Purchase
- 13 Henderson Purchase
- 14 Henderson Purchase

WHEREFORE, Unbridled respectfully requests that the Siting Board grant confidential treatment of the information described herein, filed only under seal.

Respectfully submitted,

/s/ Kathryn A. Eckert

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*Counsel for Unbridled Solar, LLC*

CONFIDENTIAL DOCUMENTS NOT FILED OR ATTACHED  
*(provided separately in full, under seal, no redactions)*

See listing provided in Para. 12 above.