

ORIGINAL

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

**CONNECTICUT SITING COUNCIL REVIEW
OF THE TEN-YEAR FORECAST OF
CONNECTICUT ELECTRIC LOADS AND
RESOURCES**

: Docket No. F-2009

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: June 29, 2009

RECEIVED
JUN 29 2009
CONNECTICUT
SITING COUNCIL

**MOTION OF THE CONNECTICUT LIGHT AND POWER COMPANY
FOR A PROTECTIVE ORDER**

The Connecticut Light and Power Company ("CL&P" or the "Company") hereby requests that the Connecticut Siting Council ("CSC") enter a protective order in this Docket to ensure that confidential information ("Confidential Information") provided herein is not subject to public disclosure.

The Company requests that the protective order include the portion of its response to CEAB-008 which provides a list of distributed generation units and their anticipated in-service dates. The Company has an obligation to its customers to keep this Confidential Information from public disclosure.

In Addition, this Confidential Information is commercially valuable, confidential and proprietary, constituting a trade secret within the meaning of Conn. Gen. Stat. § 1-210(b)(5), disclosure of which in the public record would disadvantage the Company.

Neither federal nor Connecticut statutes require that the Company submit this confidential information. In this case, the necessity of withholding public disclosure of this response clearly outweighs the public interest in such disclosure.

Attached to this motion is the affidavit of Bryan C. Barbera, Manager – Marketing & Distributed Resources for CL&P, which addresses the need for protective treatment.

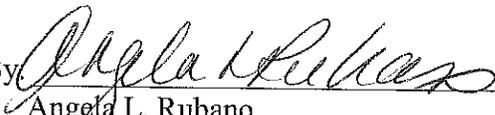
Also attached is a proposed protective order.

CL&P asks that disclosure of the Confidential Information under the protective order be limited and that parties and intervenors who are not otherwise entitled to have access to the Confidential Information who wish to review it be required to execute an application and non disclosure agreement, the forms of which are attached to the proposed protective order filed herewith.

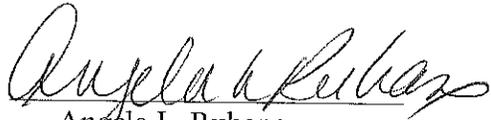
For the above reasons, the Company respectfully requests that the CSC grant its motion for protective order.

RESPECTFULLY SUBMITTED,

THE CONNECTICUT LIGHT AND POWER
COMPANY

By 
Angela L. Rubano
Counsel
Northeast Utilities Service Company
P.O. Box 270
Hartford, CT 06410-0270
Phone: 860-665-3667
Fax: 860-665-5504

I hereby certify that on this day a copy of the above referenced documents were sent to the official service list in this proceeding.



Angela L. Rubano
Commissioner of the Superior Court

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

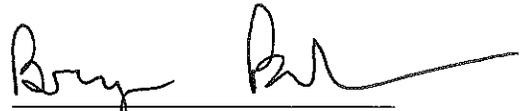
DOCKET NO. F-2009

**CONNECTICUT SITING COUNCIL REVIEW OF THE TEN-YEAR FORECAST OF
CONNECTICUT ELECTRIC LOADS AND RESOURCES**

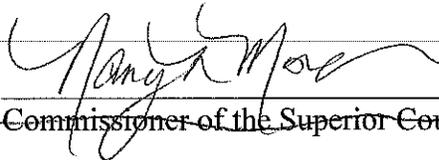
AFFIDAVIT OF BRYAN C. BARBERA

I am over the age of eighteen and understand the obligations of making statements under oath. The following statements are true to the best of my knowledge and belief.

1. I am the Manager – Marketing & Distributed Resources and am submitting this affidavit on behalf of The Connecticut Light and Power Company (“CL&P”).
2. I submit this affidavit in support of CL&P’s Motion For Protective Order in this docket as it relates to confidential customer information provided in response to CEAB-008.
3. CL&P has an obligation to its customers to maintain confidential customer information.
4. Further, CL&P considers this information to be highly valuable, competitive information.
5. CL&P as part of its internal controls has used its best efforts to keep and maintain this information as confidential. To the best of my knowledge, this information has not been disclosed or released to the public.


Bryan C. Barbera

Subscribed and sworn before me, this 23rd day of June, 2009.


~~Commissioner of the Superior Court/Notary Public~~

NANCY R. MONDE
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2012

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNSEL**

CONNECTICUT SITING COUNCIL	:	DOCKET NO. F-2009
REVIEW OF THE TEN-YEAR	:	
FORECAST OF CONNECTICUT	:	
ELECTRIC LOADS AND RESOURCES	:	
	:	
	:	
	:	June 29, 2009

**PROTECTIVE ORDER CONCERNING
THE CONNECTICUT LIGHT AND POWER COMPANY'S
PROVISION OF CONFIDENTIAL COMMERCIAL INFORMATION**

WHEREAS, The Connecticut Light and Power Company ("CL&P" or the "Company") is providing to the Connecticut Siting Counsel in Docket No. F-2009 the information listed in Exhibit 1, containing information that would, in the opinion of the Company, result in the disclosure of commercially valuable information that is given in confidence and not required by statute, and which information the Company contends constitutes a trade secret within the meaning of Conn. Gen. Stat. §1-210(b)(5).

NOW, THEREFORE, it is hereby ordered, that the following procedure is adopted for the protection of the information provided by the Company ("Confidential Information"):

1. All information provided by the Company, whether in documentary form or otherwise, shall be identified as follows: "[identifying title] [Confidential Information]", and will be governed by the terms of this Protective Order (the "Order"). The 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 member of the CSC, its counsel, and its staff; members of the Connecticut Energy Advisory Board ("CEAB"), its counsel, and its staff; and all parties to this docket, upon execution of the Acknowledgment referenced below (hereinafter, "Signatories").

~~Consultants retained by the CSC and the shall also be provided with the Confidential Information upon such consultant's execution of the Nondisclosure Agreement, attached hereto as Exhibit 2.~~

Members of the CSC, its counsel, its staff, and its consultants are bound by the terms of the Order. The CEAB (including staff members) shall be bound by the terms of the Order, provided that representatives thereof have executed the Acknowledgment found at the close of the Order.

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 the 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 the purpose of preparation for and conduct of 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 the Order.

3. Following the signing of the attached Acknowledgement, each Signatory shall return the signed Acknowledgement to CL&P either by fax or by mail. All fax

communications shall be sent to Sandra Nesci at (860) 665-3314. All mailed communications shall be sent to:

The Connecticut Light and Power Company
P.O. Box 270
Hartford, CT 06141
Attention: Sandra Nesci

Confidential Information will be marked as such and delivered in sealed envelopes. A statement in the following form shall be placed prominently on each envelope:

“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. F-2009.”

4. Any Confidential Information made available pursuant to the 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, subject to the conditions stated in Paragraphs Five and Six of the Order.

5. If the Confidential Information is used in any manner in any interrogatory, letter, petition, brief or other writing (“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 members, staff, and counsel of the CSC, members, staff, and counsel of the OCC, 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 proceeding or during the course of a public hearing before the CSC ("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 CSC and CEAB staff. Presence at the Hearing shall be limited to members, counsel, and appropriate staff of the CSC, members, counsel, and appropriate staff of the CEAB, representatives and counsel of the Company, 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, other than the appropriate CSC and CEAB staff. Any transcript or other recording of the Hearing which relates to the Confidential Information shall be placed in sealed envelopes or containers and a statement in the following form 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. F-2009.”

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 CSC 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. All copies of such Confidential Information shall be returned to the Company 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 _____
Chairman

Dated: _____

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 The Connecticut Light and Power Company.

RECIPIENT: _____

REPRESENTING:

DATE: _____

RECIPIENT: _____

REPRESENTING:

DATE: _____

RECIPIENT: _____

REPRESENTING:

DATE: _____

DATE: _____

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

EXHIBIT 1

DOCKET NO. F-2009
THE CONNECTICUT LIGHT AND POWER COMPANY

CONFIDENTIAL INFORMATION
SUBJECT TO PROTECTIVE ORDER

1. Confidential customer information in response to CEAB-008.

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

EXHIBIT 2

**DOCKET NO. F-2009
THE CONNECTICUT LIGHT AND POWER COMPANY
NONDISCLOSURE AGREEMENT**

The Connecticut Light and Power Company (the "Company") agrees to make available to _____ ("Recipient") confidential and proprietary information filed in Connecticut Siting Council Docket No. F-2009 ("Confidential Information") subject to restrictions stated herein.

1. Any information provided to Recipient and labeled "Confidential Information" by the Company 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 the Company's Motion for Protective Order in Docket No. F-2009.
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 proceeding. The Recipient acknowledges that he/she now represents or in the future may represent competitors or potential competitors of the Company, and that disclosure of confidential and proprietary information of the Company to competitors or use of such information for the benefit of competitors of the Company could adversely affect the Company and its customers. 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 will 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 except one who has executed and delivered this Nondisclosure Agreement to the Company.
 - b. The Recipient shall maintain a log of all persons granted access to the Confidential Information.

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- 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 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 the Company.

CL&P:

RECIPIENT:

By: _____

By: _____

Dated: _____

Dated: _____