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STATE OF CONNECTICUT
SITING COUNCIL

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SITING COUNCIL

_____	:	PETITION NO. <u>1170</u>
THE UNITED ILLUMINATING COMPANY'S	:	
PETITION FOR A DECLARATORY RULING THAT NO:	:	
CERTIFICATE OF ENVIRONMENTAL	:	
COMPATIBILITY AND PUBLIC NEED IS REQUIRED	:	
FOR MODIFICATIONS TO THE HAWTHORNE	:	
SUBSTATION IN FAIRFIELD, CT	:	OCTOBER 30, 2014
_____	:	

**PROTECTIVE ORDER CONCERNING
THE UNITED ILLUMINATING COMPANY'S
PROVISION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

WHEREAS, The United Illuminating Company ("UI" or the "Company") is providing information to the Connecticut Siting Council ("Council") in Petition No. _____ in connection with its Petition for Declaratory Ruling that no Certificate of Environmental Compatibility and Public Need is required for modifications to the Company's Hawthorne Substation in Fairfield, CT (the "Petition"), which information would, in the opinion of the Company, result in the disclosure of commercially sensitive, confidential and proprietary information, including Critical Energy Infrastructure Information ("CEII") as defined by the Federal Energy Regulatory Commission ("FERC").¹

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 CEII is "specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) relates details about the production, generation, transportation, transmission, or distribution of energy; (ii) could be useful to a person in planning an attack on critical infrastructure; (iii) is exempt from mandatory disclosure under the Freedom of Information Act; and (iv) does not simply give the general location of the critical infrastructure."

1. All Confidential Information provided by the Company, whether in documentary form or otherwise, shall be identified essentially as follows: "Petition No. _____ Confidential Information," and will be governed by the terms of this Protective Order ("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 Chairman, Council, and staff of Council upon execution of the Acknowledgement referenced below. Consultants retained by Council shall also be provided with the Confidential Information upon their becoming signatories to the Order and executing the Nondisclosure Agreement, attached hereto as Exhibit 1 ("Signatories"). Upon a showing of good cause, Council may place additional restrictions upon the access to Confidential Information given to certain parties and intervenors.

Chairman, Council, and staff of Council are bound by the terms of the Order. Signatories to this Protective Order agree to be bound by its terms and shall not use the Confidential Information except for purposes of this proceeding. All parties and intervenors, including consultants, in receipt of the 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 for purposes 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. Confidential Information will be marked as such and delivered in sealed envelopes to Melanie Bachman, Acting Executive Director of the Connecticut Siting Council. A statement essentially 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 Petition No. _____”

4. Any Confidential Information made available pursuant to the Order shall be part of the record in the petition 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 Chairman, Council, and staff of Council 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 Council (“Hearing”), 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, other than the appropriate Council staff. Presence at the Hearing shall be limited to the Chairman, Council, and appropriate staff of Council, representatives 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 Council 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 essentially 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 Petition No. _____.”

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. 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.

**NONDISCLOSURE AGREEMENT AND
AGREEMENT TO BE BOUND BY THE
TERMS OF THE PROTECTIVE ORDER**

The undersigned hereby acknowledges review of the Protective Order filed,
_____ in Petition No. _____ in connection with The United Illuminating
Company's Petition for a Declaratory Ruling that no Certificate of Environmental
Compatibility and Public Need is required for modifications to the Hawthorne Substation in
Fairfield, CT and hereby agrees to abide by the terms thereof, in exchange for receipt of the
Confidential Information from The United Illuminating Company.

Recipient: _____

Date: _____

CONNECTICUT SITING COUNCIL

Dated: 12/11, 2014

By
Chairman