

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

The United Illuminating Company (UI) application for a : Docket No. 508
Certificate of Environmental Compatibility and Public :
Need for the Milvon to West River Railroad :
Transmission Line 115-kV Rebuild Project that consists :
of the relocation and rebuild of its existing 115- kilovolt :
(kV) electric transmission lines from the railroad :
catenary structures to new steel monopole structures :
and related modifications to facilitate interconnection of :
the rebuilt 115-kV electric transmission lines at UI's :
existing Milvon, Woodmont, Allings Crossing, Elmwest :
and West River substations along approximately 9.5 :
miles of the Connecticut Department of Transportation's :
Metro-North Railroad corridor traversing the :
municipalities of Milford, Orange, West Haven and New :
Haven, Connecticut. : April 13, 2023

PROTECTIVE ORDER CONCERNING THE PROVISION OF CONFIDENTIAL
INFORMATION BY THE UNITED ILLUMINATING COMPANY

WHEREAS, The United Illuminating Company (“UI” or the “Company”) has been requested to provide to the Connecticut Siting Council (the “Council”) certain information contained in Attachment I.1 and Attachment I.2 of the Development and Management Plan for the Milvon to West River Railroad Transmission Line 115-kV Rebuild Project that describes the seasonal construction restrictions in identified species habitats and the location of herpetological exclusionary fencing (the “Confidential Information”), which information would, in the opinion of the Company, result in the disclosure of highly sensitive and confidential information; and

WHEREAS, the Company has expressed a willingness to provide the Confidential Information subject to a protective order (the “Order”);

NOW THEREFORE, it is hereby ordered, that the following procedure is adopted for the protection of the Confidential Information provided by UI:

1. All Confidential Information provided by the Company, whether in documentary form or otherwise, shall be identified essentially as follows: "Docket No. 508 Confidential Information," and will be governed by the terms of this 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 Members and staff of the Council, upon execution of the Acknowledgement referenced below. Any parties to Docket No. 508 will separately be provided the Confidential Information upon their becoming signatories to the Order and executing the Nondisclosure Agreement, attached hereto as Exhibit 1 (each a "Signatory" and collectively, the "Signatories"). Upon a showing of good cause, the Council may place additional restrictions upon the access to Confidential Information given to certain parties and intervenors.

3. Members and staff of the Council are bound by the terms of the Order provided that a representative thereof has executed the Acknowledgement found at the close of the Order.

4. Signatories to this Order agree to be bound by its terms and shall not use the Confidential Information except for purposes of this proceeding. All recipients 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.

5. Upon execution of the Nondisclosure Agreement, Confidential Information will be marked as such and delivered in sealed envelopes to the 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 Docket No. 508

6. 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 and subject to the conditions stated in Paragraphs Seven and Eight of this Order.

7. 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 and staff of the Council; or

- (b) solely by title or exhibit reference, in a manner reasonably calculated not to disclose the Confidential Information.

8. 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 representatives of the Council. 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, Member of the Council or 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 Docket No. 508

9. 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.

10. 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.

SO ORDERED:

CONNECTICUT SITING COUNCIL

By: _____
Title:

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 Confidential Information from The United Illuminating Company.

Recipient: _____

Representing:

Date: _____

Recipient: _____

Representing:

Date: _____

Recipient: _____

Representing:

Date: _____

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

The United Illuminating Company (“UI” or the “Company”) agrees to make available to _____ (“Recipient”) confidential information filed in Connecticut Siting Council Docket No. 508 (“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 and the terms of the protective order filed on April 13, 2023 in Docket No. 508 (“Protective Order”).

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 Protective Order in Docket No. 508.

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 Council proceeding. By executing this Nondisclosure Agreement, each Recipient certifies that he or she meets the requirements of this paragraph.

5. The following conditions shall apply to each Recipient:

a) Each Recipient shall 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.

b) The Recipient shall maintain a log of all persons granted access to the Confidential Information.

c) The Recipient, by signing this Nondisclosure Agreement acknowledges that he or she may not in any manner disclose the Confidential Information to any person, and that he or she may not use the Confidential Information for the benefit of any person except in this Council 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, for Docket No. 508, Recipient shall return the Confidential Information to the Company.

Recipient:

By: _____

Date: _____