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October 3, 2023

Melanie A. Bachman, Esq.  
Executive Director  
Connecticut Siting Council  
10 Franklin Square  
New Britain, CT 06051

**RE: Docket No. 516 – The United Illuminating Company Application for a Certificate of Environmental Compatibility and Public Need for the Fairfield to Congress Railroad Transmission Line 115-kV Rebuild Project**


Dear Attorney Bachman:

On behalf of BJ's Wholesale Club, Inc. ("BWC"), enclosed for filing with the Connecticut Siting Council (the "Council") are late-filed exhibits and accompanying pre-filed testimony as requested by the Council during the August 29, 2023 evidentiary hearing session.

An original and fifteen (15) copies of this filing will be hand-delivered to the Council's office. A copy of this filing will also be electronically delivered to you.

Should the Council have any questions regarding these late-filed exhibits, please do not hesitate to contact me.

Sincerely,

  
Daniel E. Casagrande, Esq.  
Cramer & Anderson, LLP  
30 Main Street, Suite 204  
Danbury, Connecticut 06810

**CONNECTICUT SITING COUNCIL**

RE: : DOCKET NO. 516  
:  
Application submitted by the United :  
Illuminating Company for a Certificate of :  
Environmental Compatibility and Public Need :  
for the Fairfield to Congress 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 along approximately 7.3 :  
miles of the Connecticut Department of :  
Transportation's Metro-North Railroad :  
corridor between Structure B648S located :  
east of Sasco Creek in Fairfield and UI's :  
Congress Street Substation in Bridgeport, :  
and the rebuild of two existing 115-kV :  
transmission lines along 0.23 mile of existing :  
UI right-of-way to facilitate interconnection :  
of the rebuilt 115-kV electric transmission :  
lines at UI's existing Ash Creek, Resco, :  
Pequonnock and Congress Street Substations :  
traversing the municipalities of Bridgeport :  
and Fairfield :

OCTOBER 3, 2023

**MOTION FOR PROTECTIVE ORDER**

BJ's Wholesale Club, Inc. ("BWC") respectfully requests that the Connecticut Siting Council (the "Council") issue a Protective Order pursuant to Connecticut General Statutes § 1-210(b)(5) with respect to (1) a certain log prepared by BWC that illustrates ninety (90) consecutive days of trucking activity at BWC's loading dock located at 40 Black Rock Turnpike, Fairfield, Connecticut; and (2) a certain site plan for a proposed gas station at BWC's property (collectively the "Confidential Information"). BWC is providing the Confidential Information to the Council pursuant to a request from the United Illuminating Company ("UI") and the Council's instructions during the evidentiary hearing session on

August 29, 2023. BWC hereby submits an unredacted copy of the Confidential Information to the Council, subject to the Council's issuance of a Protective Order that would limit disclosure of the Confidential Information to counsel for UI, the Council and the Council's staff.

BWC asks the Council that the Protective Order expressly provide that each person or party in receipt of the Confidential Information agrees to not distribute, copy, discuss or disseminate the Confidential Information in any manner.

As reflected in the attached affidavit from Patrick Netreba, Director of Real Estate for BWC, the Confidential Information for which BWC seeks protected treatment is commercially valuable, confidential and proprietary, market-sensitive information that constitutes trade secrets within the meaning of Connecticut General Statutes § 1-210(b)(5) and which BWC has heretofore used its best efforts to maintain as secret in order to avoid the irreparable harm that would result if the information were to become publicly available.

**WHEREFORE**, BWC respectfully requests that, with respect to the Confidential Information, the Council grant BWC's request for protected treatment with the attached Protective Order which would limit disclosure of the Confidential Information to counsel for UI, the Council and the Council's staff.

BJ'S WHOLESALE CLUB, INC.

By: 

Daniel E. Casagrande, Esq.  
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AFFIDAVIT

STATE OF MASSACHUSETTS  
COUNTY OF Middlesex

ss. Marlborough

PATRICK NETREBA, being duly sworn, deposes and states that:

1. I am over the age of eighteen (18) and understand the obligation of making statements under oath.
2. I am the Director of Real Estate with BJ's Wholesale Club, Inc. ("BWC").
3. I am familiar with Docket No. 516 currently pending before the Connecticut Siting Council (the "Council").
4. I am familiar with (i) the information contained in a certain log prepared by BWC that illustrates ninety (90) consecutive days of trucking activity at BWC's commercial loading dock located at 40 Black Rock Turnpike, Fairfield, Connecticut; and (ii) a certain site plan prepared by BWC for a proposed gas station at BWC's property (collectively the "Confidential Information").
5. The Confidential Information was submitted, or will be submitted, to the Council pursuant to a request from the United Illuminating Company ("UI") and the Council's instructions during the evidentiary hearing session on August 29, 2023 associated with Docket No. 516.
6. The Confidential Information is commercially valuable, confidential, proprietary and market-sensitive information that constitutes trade secrets. Disclosure of this information would cause irreparable harm to BWC.

7. BWC has used and continues to use its best efforts to maintain the Confidential Information as secret in order to avoid the irreparable harm that would result if the information were to become publicly available.

8. I submit this affidavit in support of the Motion for Protective Order filed by BWC contemporaneously herewith requesting a ruling from the Council that the Confidential Information be recognized as confidential, proprietary information and not subject to public disclosure.

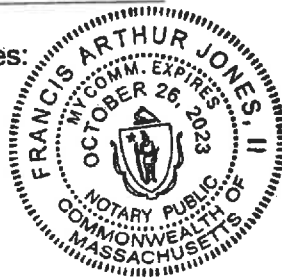


Patrick Netreba  
Director of Real Estate  
BJ's Wholesale Club, Inc.

Subscribed and sworn to before me  
this 3<sup>rd</sup> day of October, 2023.



Notary Public  
My Commission Expires:



**CONNECTICUT SITING COUNCIL**

RE: : DOCKET NO. 516  
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Application submitted by the United :  
Illuminating Company for a Certificate of :  
Environmental Compatibility and Public Need :  
for the Fairfield to Congress Railroad :  
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consists of the relocation and rebuild of its :  
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Pequonnock and Congress Street Substations :  
traversing the municipalities of Bridgeport :  
and Fairfield :

OCTOBER 3, 2023

**PROTECTIVE ORDER**

**WHEREAS**, BJ's Wholesale Club, Inc. ("BWC") is willing to submit (1) an unredacted copy of a certain log that illustrates ninety (90) consecutive days of trucking activity at BWC's loading dock located at 40 Black Rock Turnpike, Fairfield, Connecticut; and (2) a certain site plan for a proposed gas station at BWC's property (collectively the "Confidential Information") in connection with the above-referenced application;

**WHEREAS**, BWC considers the Confidential Information to be commercially valuable, confidential, market-sensitive and proprietary information that BWC has used its best efforts to keep secret prior to the above-referenced date;

**WHEREAS**, BWC has indicated its willingness to provide the Confidential Information solely to the Connecticut Siting Council (the "Council") and counsel for the United Illuminating Company ("UI"), subject to the Council's simultaneous issuance of a Protective Order;

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

1. The Confidential Information, whether in the form of documents, data, testimony or otherwise, shall be governed and utilized pursuant to the terms of this Protective Order. The Confidential Information shall be identified as follows: "Docket No. 516 Confidential-Proprietary Information."

2. The Confidential Information shall be subject to this Protective Order and shall be distributed solely to counsel for UI, the Council and the Council's staff. It is understood and agreed that the Confidential Information is confidential, market-sensitive and proprietary in nature and shall in no event be disclosed to any other third party, intervenor, person, entity, corporation or association, and shall neither be used nor discussed except for purposes of the above-referenced application filed by UI. All persons and entities in receipt of the log information pursuant to this Protective Order shall maintain a written log of all individuals granted access to the information.

3. The Confidential Information shall be marked as confidential and proprietary and delivered in a sealed envelope to the Council.

4. All recipients of the Confidential Information shall be bound by the terms of this Protective Order.

5. In the event that the Confidential Information is to be used in any manner in any hearing or proceeding before the Council, such hearing or proceeding shall not be held before, nor any record of it made available, to any other third party, intervenor, corporation, association or other person or entity. Presence at such hearing or proceeding shall be limited to the Council, its staff and legal representatives of BWC and UI. No record shall be disclosed, or communication made of the information, at any time to any third party, intervenor, corporation, association, person or entity. Any transcript or other recording of the Confidential Information shall be placed in sealed envelopes and a statement in the following form shall be placed on such envelope:

**CONFIDENTIAL INFORMATION**

This envelope is not to be opened nor are the contents thereof to be displayed or revealed except pursuant to the Protective Order issued in Docket No. 516.

6. No copies of the Confidential Information shall be made unless expressly ordered by the Council.

7. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in any other hearing or trial. Moreover, nothing herein shall be considered a waiver of any party's right to assert at a later date that the Confidential Information is or is not proprietary or privileged. A party seeking to change the terms of the Protective Order shall by motion provide every other party at least five (5) business days' prior written notice. No information protected by the Protective Order shall be made public until the Council rules on any such motion to modify the terms of the Protective Order.



8. No recipient shall use or disclose the Confidential Information for purposes of business or competition, or for any other purpose except for preparation for and conduct in Docket No. 516, and shall in good faith take all reasonable precautions to keep the Confidential Information secure in accordance with the purposes and intent of this Protective Order.

9. All copies of the Confidential Information shall be returned to BWC no later than thirty (30) days after the expiration of all appeal periods applicable to the Council's final decision rendered in this proceeding.

10. If the Council receives a request for the Confidential Information under the Connecticut Freedom of Information Act, C.G.S. § 1-210 et seq., the Council shall notify BWC within twenty-four (24) hours of receipt of such request. However, the Council has no duty or obligation to participate in any proceedings before the Connecticut Freedom of Information Commission, or any appeals of the Connecticut Freedom of Information Commission's ruling, with respect to such request.

CONNECTICUT SITING COUNCIL

By: \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_, 2023

**REQUEST FOR INFORMATION**

**REVIEWED AND ACKNOWLEDGED:**

The undersigned hereby acknowledges that the undersigned has reviewed this Protective Order and hereby agrees to abide by the terms thereof, in exchange for receipt of confidential information provided by BJ's Wholesale Club, Inc. in Docket No. 516.

This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original but all of which together shall constitute one and the same agreement. This agreement shall be valid and enforceable as to any signing party.

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

**CONNECTICUT SITING COUNCIL**

RE: : DOCKET NO. 516  
:  
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OCTOBER 3, 2023

**NON-DISCLOSURE AGREEMENT**

**WHEREAS**, in the above-referenced application, BJ’s Wholesale Club, Inc. (“BWC”) has filed certain information and materials (“Confidential Information”) with the Connecticut Siting Council (the “Council”) in response to a request from the United Illuminating Company (“UI”) and the Council’s instructions during an evidentiary hearing session on August 29, 2023; and

**WHEREAS**, the Confidential Information is commercially valuable, confidential and proprietary, market-sensitive information that constitutes trade secrets within the meaning of Connecticut General Statutes § 1-210(b)(5); and

**WHEREAS**, public disclosure of the Confidential Information would cause irreparable harm and be injurious to BWC's commercial interests and competitive position in the marketplace; and

**WHEREAS**, BWC desires to protect the Confidential Information from disclosure to the public.

**NOW, THEREFORE**, it is hereby agreed that the following procedure is adopted to protect the Confidential Information and prevent disclosure:

1. The Confidential Information provided by BWC to the Council, the Council's staff and counsel for UI shall be governed by the terms and conditions of this Non-Disclosure Agreement (the "Agreement"). The Agreement is applicable to all such confidential information furnished by BWC, whether in hard copy or electronic form, and whether in the form of notes, analyses, site plans, logs, documents, transcripts, data, studies, or oral communications.

2. Signatories to this Agreement agree to be bound by its terms and shall not use the Confidential Information except for purposes of evaluating UI's proposed development in Docket 516. All parties in receipt of the Confidential Information under the Agreement shall maintain a written log of all persons and entities granted access to the Confidential Information. All parties 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 evaluating UI's proposed development in Docket 516 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 Agreement.

3. If the Confidential Information is used in any matter in any interrogatory, letter, petition, brief or other writing, then all references to the Confidential Information shall be either:

(a) in a separate document labeled "Proprietary Information," which document shall be safeguarded in accordance with a protective order; or

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

4. If the Confidential Information is used in any manner in any proceeding or during the course of a public hearing before the Council or court ("Hearing"), then 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 to this Agreement, other than as directed by the Council or court.

5. All persons, companies and any other entities granted access to the Confidential Information shall take all reasonable precautions to keep this information secure in accordance with the purposes and intent of this Agreement. No copies of the Confidential Information shall be produced or disseminated without the express written consent of BWC.

6. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence at any subsequent hearing or trial.

7. If the Confidential Information is disclosed to any person, party or intervenor other than in the manner authorized by the Agreement, then the person, party or intervenor responsible for such disclosure shall immediately upon learning of the

disclosure, inform BWC of all pertinent facts relating to such disclosure and shall make every effort to prevent disclosure by each unauthorized person, party of intervenor who received such information.

8. Each party hereto acknowledges that a breach of the provisions of the Agreement cannot reasonably or adequately be compensated in damages in an action at law and that a breach of any of the provisions will cause irreparable injury and damage. By reason thereof, the parties hereby agree that BWC shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any actual or threatened breach of the Agreement; provided, however, that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuing of other legal or equitable remedies in the event of such a breach. Each party further agrees to indemnify the other for, and hold it harmless from, all loss, cost, damage and expense (including reasonable compensation, fees, and out-of-pocket expenses of legal counsel) that may be sustained or incurred as a result of any breach of the Agreement by such party.

9. The terms of the Agreement shall be governed by, interpreted and construed in accordance with Connecticut law.

10. This Agreement, in conjunction with any protective order, constitutes the entire agreement between the parties hereto regarding the disclosure of the Confidential Information, and no modifications or amendments shall be binding upon any party hereto except by the mutual agreement of the parties in writing.

**NON-DISCLOSURE AGREEMENT AND AGREEMENT TO BE BOUND BY THE  
TERMS OF THE NON-DISCLOSURE AGREEMENT**

The undersigned hereby acknowledges review of the Agreement with respect to the Confidential Information provided by BWC and hereby agrees to be bound and abide by the terms thereof in exchange for being given access to the Confidential Information.

Recipient: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

Recipient: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

**CONTAINS PROPRIETARY INFORMATION - DO NOT RELEASE**

Month-YR	Calendar Week	POs Received	Average POs per Day	Number of PO's Per Truck	Total D&P Goods	Distribution Center Deliveries	Total Average Trucks Per Day
Sep-22	WK34						
Sep-22	WK35						
Oct-22	WK36						
Oct-22	WK37						
Oct-22	WK38						
Oct-22	WK39						
Nov-22	WK40						
Nov-22	WK41						
Nov-22	WK42						
Nov-22	WK43						
Dec-22	WK44						
Dec-22	WK45						
Dec-22	WK46						
Dec-22	WK47						

**Summary**

	Average number of trucks per day
91	Total days examined from WK34 to WK47

**Legend and Description of Abbreviations**

**PO**

Product Order. This is a request for products to be delivered to the Club based sales of the product and customer demand.

**Average POs per day**

The amount of requests generated by consumer demand for products to be delivered to the Club averaged over the week specified on a per day basis.

**Number of PO's Per Truck**

Each truck is able to carry two (2) POs

**Total D&P Goods**

This is the number of trucks per day carrying D&P products

**Distribution Center Deliveries**

These are other deliveries not accounted for in the D&P total including recycling, trash, salvage, and other products. Please note that any proposed gas station deliveries are not included in this tally.

**Total Average Trucks Per day**

The sum of the Total D&P Goods and the Distribution Center Deliveries



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consists of the relocation and rebuild of its :  
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OCTOBER 3, 2023

**BJ'S WHOLESALE CLUB, INC.'S PRE-FILED TESTIMONY OF  
PATRICK NETREBA**

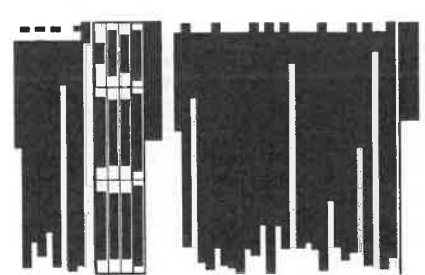
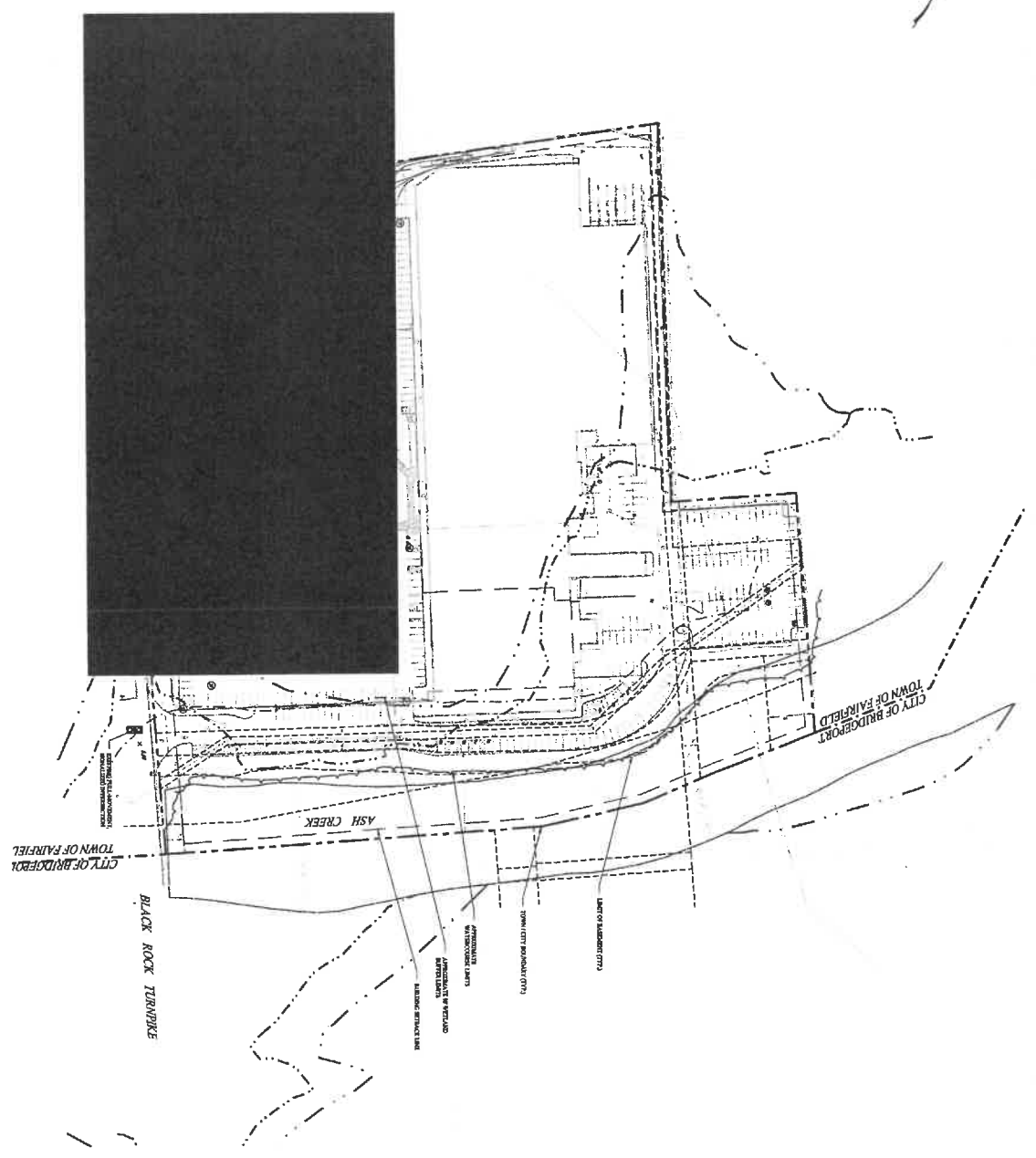
**Q. Please provide a brief summation of BWC's gas station site plan that is being filed as a late-filed exhibit:**

A. As of the date of this filing, BWC operates 238 club and 168 gas stations within our footprint. Since our first gas station was opened in the late 1990's, gasoline has been an important part of the "value proposition" that BWC provides its members. Within the State of Connecticut, BWC operates 13 Clubs, of which 10 have gas stations located at the facility. Quite clearly, gas is a very important part of BWC's business model. We endeavor to provide a gas station at every location we operate, and we are constantly reviewing our portfolio of older clubs, like Fairfield, to determine if it is feasible to add a gas station. Recently, it was determined that we would like to move forward with the process to adding a gas station to Fairfield which is shown on the attached site plan.

Whether it be truck circulation or disruption of the flow of customer traffic out of the gas station (both as shown on the attached site plan), the presence of UI's easements and poles on BWC's property will certainly cause additional disruption and potentially feasibility issues insofar as BWC's ability to permit, construct, and operate a gas station on BWC's property.

**Q: Does this conclude your pre-filed testimony with respect to the gas station site plan?**

**A: Yes.**



100 Main Street, Suite 200, Fairfield, CT 06424 Phone: (203) 253-1111 Fax: (203) 253-1112 Email: info@solli.com	
Project No: 1000000000 Date: 10/15/2010 Scale: 1" = 40' Sheet: CP-1	Proposed Development 40 BLACK ROCK TURNPIKE FAIRFIELD, CONNECTICUT