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March 19, 2019

Melanie Bachman
Executive Director
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

Re: **DOCKET NO. 468** –The Connecticut Light and Power Company doing business as Eversource Energy Application for a Certificate of Environmental Compatibility and Public Need for the Southwest Connecticut Reliability Project – Corrected Letter

Dear Attorney Bachman:

In accordance with the Siting Council's Procedures for Filing Proprietary Information Under Protective Order (Procedures), an unredacted version of The Connecticut Light and Power Company dba Eversource Energy's (Eversource) Attachment 5 to its Final Report for the Southwest Connecticut Reliability Project (Project) that includes confidential proprietary information was submitted on March 18, 2019 in a sealed envelope, together with a Motion for Protective Order and the required supporting documentation listed below.

As required by the Procedures, one copy of the unredacted version of the Final Report for the Project was labeled "CONFIDENTIAL PROPRIETARY INFORMATION **Subject to Proposed Protective Order" and included in the sealed envelope.

As further required by the Procedures, an original and 15 copies of the following documents were submitted in consecutive order:

- a. A Motion for Protective Order and a Memorandum of Law describing the legal standards upon which the motion is based;
- b. An affidavit of Alexis Ane stating specifically why the information should be protected;
- c. A proposed Protective Order for signature by the Acting Chairman;
- d. A proposed Non-Disclosure Agreement for signature by requesters of the proprietary information; and
- e. A proposed Request for Information for completion by persons seeking access to the proprietary information.

A redacted version of Attachment 5 (with items a. - c. redacted) to the Final Report was included in the Final Report submitted to the Siting Council.

Very truly yours,

A handwritten signature in cursive script that reads "Jeff Cochran".

Jeffery Cochran

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

<p>The Connecticut Light and Power Company d/b/a Eversource Energy application for a Certificate of Environmental Compatibility and Public Need for the Southwest Connecticut Reliability Project that traverses the municipalities of Bethel, Danbury, and Brookfield, which consists of (a) construction, maintenance and operation of a new 115-kV overhead electric transmission line entirely within existing Eversource right-of-way and associated facilities extending approximately 3.4 miles between Eversource's existing Plumtree Substation in the Town of Bethel to its existing Brookfield Junction in the Town of Brookfield; (b) reconfiguration of two existing 115-kV double-circuit electric transmission lines at Eversource's existing Stony Hill Substation in the Town of Brookfield; and (c) related substation modifications.</p>	<p style="text-align:center">Docket No. 468</p> <p style="text-align:center">March 18, 2019</p>
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MOTION OF THE CONNECTICUT LIGHT AND POWER COMPANY
DBA EVERSOURCE ENERGY FOR A PROTECTIVE ORDER
WITH RESPECT TO PROJECT COMPONENT COSTS

The Connecticut Light and Power Company dba Eversource Energy (Eversource) hereby moves that the Connecticut Siting Council (Council) enter a protective order in this docket to ensure that proprietary information provided to the Council is not subject to unrestricted, general public disclosure. Specifically, for the reasons set forth in the attached Eversource Memorandum of Law in Support of Motion for Protective Order (Memorandum), and the attached Affidavit of Alexis Ane filed this day with the Council, Eversource asks that this protective order apply to transmission project component cost information in items a. - c. of Attachment 5 (Component Costs) is being filed as part of its Final Report for the Southwest

Connecticut Reliability Project in the above-captioned docket. This Component Cost information is submitted contemporaneously with this motion, in a sealed and properly labeled envelope.

Eversource further requests that such order apply to such other proprietary information as Eversource may be required to file in this Docket.

As explained more fully in the accompanying Memorandum of Law, proprietary information in the Component Costs is entitled to confidential treatment under the Connecticut Freedom of Information Act. Such treatment is consistent with the policies of the Federal Energy Regulatory Commission and the Independent System Operator – New England.

Eversource asks that disclosure of the Component Costs under the protective order be limited and that parties and intervenors who are not otherwise entitled to have access to the information who wish to review it be required to execute a request for information and non-disclosure agreement, the forms of which are attached to the proposed protective order filed herewith.

Respectfully submitted,

**THE CONNECTICUT LIGHT AND POWER COMPANY
COMPANY DOING BUSINESS AS EVERSOURCE ENERGY**

By: Jeff Cochran
Jeffery Cochran
Eversource Energy Service Company
Its Agent
107 Selden Street
Berlin, CT 06037
(800) 286-5000

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

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**MEMORANDUM IN SUPPORT OF
EVERSOURCE ENERGY MOTION FOR PROTECTIVE ORDER**

The Connecticut Light and Power Company doing business as Eversource Energy (Eversource) hereby respectfully submits this memorandum in support of its Motion for Protective Order (Motion) filed on even date herewith, seeking to protect from public disclosure certain proprietary information in transmission component costs of the Southwest Connecticut Reliability Project (the Project) included as part of the Final Report on the Project. The Motion is supported by the Affidavit of Alexis Ane.

I. BACKGROUND

The Motion that is filed in connection with this memorandum seeks protection for documents that contain proprietary information. The Procedures for Filing Proprietary

Information Under Protective Order adopted by the Siting Council (Council) define proprietary information as "any information that may be exempt from public disclosure under the Freedom of Information Act (FOIA), C.G.S. § 1-210(b)."

As part of the Final Report on the Project, Eversource is required (in accordance with Regulations of Connecticut State Agencies § 16-50j-62(c)) to file final costs of various components of the Project that include the costs incurred for the following components of the Project:

- (1) Clearing and Access;
- (2) Construction of the facility and associated equipment;
- (3) Rehabilitation; and
- (4) Property acquisition for site and access.

In the Final Report on the Project, Eversource is including the costs of the following components: a. Clearing and Access, b. Construction of the Facility and Associated Equipment - Overhead Transmission Line Construction and Substation Modifications, c. Rehabilitation, and d. Property Rights Acquisition. Eversource seeks a protective order in this docket to protect the confidentiality of cost components information in items a. to c. of Attachment 5 in the Final Report (Component Costs). Eversource asserts that the Component Costs are entitled to protection as proprietary information.

Connecticut Law

As noted in the Procedures, the protection for proprietary information arises from Connecticut General Statutes (C.G.S.) § 1-210(b). The Component Costs are protected under § 1-210(b), which provides in relevant part:

(b) Nothing in the Freedom of information Act shall be construed to require disclosure of:

... (5) (A) Trade secrets, which for purposes of the Freedom of information Act, are defined as information, including formulas, patterns, compilations, programs, devices, methods, techniques, processes, drawings, **cost data**, customer lists, film or television scripts or detailed production budgets that (i) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use, and (ii) are the subject of efforts that are reasonable under the circumstances to maintain secrecy; and

(B) Commercial or financial information given in confidence, not required by statute ...

(Emphasis added).

FERC and ISO-NE Protection of Proprietary Information

The statutory protection from public disclosure for proprietary information is entirely consistent with the information protected by the Federal Energy Regulatory Commission (FERC) and the Independent System Operator - New England (ISO-NE). FERC has established procedures for special treatment for the filing of critical energy infrastructure information or privileged material. FERC considers trade secrets to be privileged material as well as other information exempt from disclosure under the federal Freedom of information Act. *See*, C.F.R. § 388.107 and § 388.112. Similarly, ISO-NE protects the filing of trade secrets as confidential pursuant to Attachment D, ISO-NE Information Policy. *See*, www.iso-ne.com/regulatory/tariff/attach_d/attachment-d.pdf

II. DISCUSSION

C.G.S. § 1-210(b)(5)(A) specifically recognizes cost data as included in the definition of trade secrets. Trade secrets are protected from public disclosure under the Connecticut FOIA under two conditions. First, there must be "independent economic value, actual or potential" from such information that is not otherwise known or ascertainable to persons who can obtain economic value from its disclosure or use, and second, there must be reasonable efforts to maintain the secrecy of such information. The Component Costs satisfy both conditions.

1. Independent Economic Value

The total cost of the Project is currently or will become public information. However, the costs incurred by Eversource for the Project for the first three Component Cost categories included on Attachment 5 are not currently public information and disclosure of such information could adversely impact Eversource in its competitive bid processes for procuring construction contracts for future transmission projects. Disclosure of this Component Costs information would provide competitive information to potential bidders in Eversource's competitive solicitations for similar services for its future transmission projects. Specifically, disclosure of this cost information for the Component Costs could harm the Company by undermining its ability to obtain the most competitive bids from potential contractors for its future projects. Public disclosure of this cost information could also harm the Company's selected contractors for the Project,

because the competitors to these contractors would be able to estimate the pricing accepted by these contractors, and thereby gain insight into the bidding practices and strategies of these contractors. This could render the selected contractors less competitive in future solicitations for similar services because the contractors' competitors could use this information to help predict how the selected contractors would price their bids for the services requested.

Because the customers ultimately bear the costs of transmission projects, customers would not receive the full benefit of a competitive bid process if this Component Cost information is disclosed. Therefore, this Component Cost information has independent economic value to Eversource and its customers. That cost data is not otherwise known to or ascertainable by potential bidders, who would gain economic value from higher bids, because it is not publicly filed.

2. Reasonable Efforts to Maintain Secrecy

As stated herein, only total aggregate cost information for the Project is publicly available. Eversource has not provided this level of detail for its Component Costs in any public proceedings. The information is maintained at Eversource and can only be accessed by certain members of the Project team and Eversource staff that have a need to know this information. Thus, Eversource closely maintains the secrecy of this Cost Component information.

Therefore, the Component Costs constitute trade secrets that satisfy the conditions in C.G.S. § 1-210(b)(5)(A). Accordingly, the Component Costs are proprietary information for which a protective order is warranted.

III. CONCLUSION

The Component Costs submitted herewith contain proprietary information, the nondisclosure of which is protected under the Connecticut FOIA. Protection of this proprietary information is consistent with the policies established by FERC and ISO-NE. Therefore, Eversource respectfully requests that the Council grant its request for a Protective Order with respect to this proprietary information.

Respectfully submitted,

**THE CONNECTICUT LIGHT AND POWER COMPANY
COMPANY DOING BUSINESS AS EVERSOURCE ENERGY**

By: Jeff Cochran

Jeffery Cochran
Eversource Energy Service Company
Its Agent
107 Selden Street
Berlin, CT 06037
(800) 286-5000

STATE OF CONNECTICUT

SITING COUNCIL

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AFFIDAVIT OF ALEXIS ANE

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 Alexis Ane, Director-Transmission Projects for Eversource Energy Service Company, which is an affiliate company of The Connecticut Light and Power Company dba Eversource Energy ("Eversource" or the "Company").

2. I submit this affidavit in support of the Company's Motion for Protective Order to protect from public disclosure the information contained in Items a. – c. of Attachment 5 of the unredacted version of the Company's March 2019 Final Report

("Final Report") for the *Southwest Connecticut Reliability Project* (the "Project")
filing to the Connecticut Siting Council (the "Council").

3. Items a. - c. of Attachment 5 of the Final Report provide the costs, by Project component categories, of work managed by the Company and performed by its Project construction contractors, which supplied the respective Project component services (e.g., vegetation removal, access road and work pad installation, transmission line construction, substation modifications, restoration). Disclosure of this construction cost information would provide competitive information to potential bidders on the Company's future competitive solicitations for similar transmission project services for its future transmission projects. Specifically, disclosure of this cost information for these Project component categories could harm the Company by undermining its ability to obtain the most competitive bids from potential contractors for its future projects. Further, public disclosure of this cost information could harm the Company's selected contractors, because the competitors to these contractors would be able to estimate the pricing accepted by these contractors, and thereby gain insight into their bidding practices and strategies. This could render the Project contractors less competitive in future solicitations for similar services because the contractors' competitors could predict how the selected contractors would price their bids for the services requested. Ultimately, the greater the amount of cost information from the results of prior competitive solicitations available to all bidders in a particular competitive solicitation, the less rigorous will be the bidders' competition in such solicitation, which will result in higher cost bids.

4. Collectively, the information contained in Attachment 5, items a. – c. constitutes the "Confidential Information".

5. Eversource believes that: (i) the Confidential Information has commercial value that would be reduced if the information were disclosed publically; and (ii) public disclosure of the Confidential Information, particularly the actual construction costs incurred by functional category, could adversely impact the Company's ability in pending and future competitive bid solicitations to reduce project costs to the lowest possible level (costs that are ultimately borne by the Company's customers and other electric distribution company customers in Connecticut and the other New England states); and (iii) such disclosure could also adversely impact the Company's contractors because their competitors could estimate the cost per mile of transmission line construction, cost per acre of vegetation clearing, cost per acre of disturbed areas restored, cost of substation construction for the station work items completed to approximate the contractors' confidential rates bid for this Project. Accordingly, the Confidential Information is highly sensitive, valuable, and competitive information in the current marketplace.

6. The Company has used reasonable efforts to maintain the confidentiality of the Confidential Information.

7. To the best of my knowledge, this information has not been disclosed or released to the public.


Alexis Ane

Subscribed and sworn before me, this 18 day, March, 2019

Notary Public

My Commission Expires: _____

JOAN M. CIZEK
NOTARY PUBLIC - CT 173634
MY COMMISSION EXPIRES MAR. 31, 2022



STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

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**PROTECTIVE ORDER RE:
PROPRIETARY INFORMATION**

On March 18, 2019, Eversource Energy (Eversource) filed in the above-captioned Docket the Southwest Connecticut Reliability Project Final Report with component cost information in item a. - c. of Attachment 5 to the Final Report (Component Costs).

Eversource asserts that the Component Costs contain proprietary information (PI), and has requested that a protective scheme be implemented for this data, and for such other PI as Eversource may be required to file in this Docket. The Council has defined PI as "any information that may be exempt from public disclosure under the Freedom of Information Act (FOIA), C.G.S. §1-210(b)."

Eversource maintains that protecting such proprietary information from disclosure is consistent with the policies of FERC and ISO-NE; that its release would be damaging to Eversource's interests and the public interest; and that such information is exempt from disclosure under the state Freedom of Information Act pursuant to section 1-210(b)(5)(A) of the Connecticut General Statutes.

Accordingly, it is

ORDERED

1. Until this Order is modified, access to the PI shall be limited as described in Paragraph 4 below.
2. That the PI and such information designated as PI as Eversource shall hereafter file in this Docket shall, unless removed from the coverage of this Order as provided in Paragraph 3 below, be and remain confidential. PI shall not be disclosed for any purpose other than the purposes of this proceeding, and then solely in accordance with this Order. No person to whom access to PI is accorded pursuant to Paragraph 4 of this Order shall disclose or reveal, directly or indirectly, the content of the PI to others, except as provided in Paragraph 4.
3. That the parties and intervenors to whom PI is furnished may challenge designation of any documents or other information as confidential by motion to the Council and upon reasonable prior notice to the parties and an opportunity for hearing. Upon the entry of an order granting such a motion, the provisions and restrictions of this Order shall cease to bind any party or other person with respect to the documents or information that the Order granting the motion shall have expressly and clearly removed from the coverage of this Order.
4. That, until this Order is modified, access to PI filed in this proceeding shall be limited to: (i) the Council and its staff; (ii) parties and intervenors in this proceeding, and their counsel, who have agreed to be bound by this protective order; (iii) a consultant engaged for the purpose of this proceeding for one of the foregoing persons or entities; and (iv) a stenographer or reporter recording any hearing in connection with this proceeding as part of the official record of the proceeding.

Any such recipient of PI shall agree to use the PI solely for the purposes of this proceeding and not disclose the information to any other person. Each person within an entity or organization must complete a PI Request Form and Non-Disclosure Agreement, similar to the forms attached.
5. That no copies of PI furnished by Eversource shall be circulated to persons other than those persons who are authorized under Paragraph 4 of this Order to obtain PI. Documents offered in evidence may be copied as necessary for that purpose. Persons authorized under Paragraph 4 hereof also may take such notes as may be necessary solely for the purposes of this proceeding. Those notes shall also be treated as PI. Although a person authorized to obtain PI may use the information as foundation for advice to his or her employer or clients, s/he may only discuss the PI with or disclose PI to another person authorized to receive identical PI.
6. All materials claimed by Eversource to be PI under the terms of this Order shall be clearly marked "Proprietary Information" by Eversource, and shall bear an

appropriate legend identifying them as such. When PI is intermixed with other materials, it must be securely redacted, and the redaction must be accompanied by a notation: "Confidential Proprietary Information." Each volume or document that contains such redactions shall include a prominent explanatory legend: Faxed materials should be marked as any other confidential document. With regard to other media, diskettes should be marked "Confidential Proprietary Information" on the outside and each file on the diskette should be similarly identified. Materials produced electronically shall be marked "confidential" and access to electronically-produced confidential materials shall be limited accordingly to the terms and limitations provided in this Order. Any person or party subject to the terms of this Order who receives unmarked documents or materials which s/he believes Eversource intended to be protected by the terms of this Order, and that would have been protected if marked in accordance with this paragraph, shall make a good faith effort to notify Eversource of this fact and to avoid use of such documents or materials in a manner inconsistent with protection of such material under this Order.

7. That the restrictions upon, and obligations accruing to, persons who become subject to this Order shall not apply to any PI submitted in accordance with Paragraph 1 of this Order if the Council rules, after reasonable notice and hearing, that the PI was publicly known at the time it was furnished or has since become publicly known through no fault of the receiving party.
8. That where reference to PI is required in pleadings, briefs, other legal documents, or argument, the reference shall be by citation of title or exhibit number only or by some other non-confidential description to the extent possible. In those circumstances, counsel shall make every reasonable effort to preserve the confidentiality of material in the sealed record. If counsel shall include PI in pleadings, briefs, other legal documents, or arguments, that portion of the documents or that portion of the transcript of the argument containing PI shall be maintained under seal.
9. That the Council may draw upon all PI in the record in the deliberation of any decision or order that it may issue, but will avoid the reproduction in its decision of any PI.
10. That should any appeal of, or other challenge to, the Council's decision in this proceeding be taken, any portions of the record that have been sealed in accordance with Paragraph 6 above shall be forwarded to the courts of this State or other court having subject matter jurisdiction, in accordance with applicable law and procedures, under such protective order as may be entered by the court.
11. That PI made available pursuant to this Order and made part of the record in any proceeding before the Council shall remain in the possession of the Council, under seal, and subject to the protective requirements of this Order, until this Council shall otherwise order.

12. That this Order may be modified on motion of any party or on the Council's own motion upon reasonable prior notice to the parties and an opportunity for hearing.
13. Copies of PI and documents, notes and other materials containing or reflecting, directly or indirectly, the PI, that are in possession of the Council's members, counsel or employees may be retained by those persons for the purpose of performing those persons' duties and obligations. If retained, the PI shall be subject to this Protective Order or to a protective order issued in another proceeding in which the PI is used. If such a member, counsel or employee of the Council does not retain the PI, that person shall destroy it as provided in this paragraph. When the Council determines that any PI is no longer required for its work, it shall destroy the material. All parties and intervenors to whom PI has been made available in the proceeding, their counsel and retained experts, shall destroy all documents, notes and other materials containing or reflecting, directly or indirectly, the PI. Audio, video or other such magnetically recorded materials shall be electronically erased before disposal. Paper documents shall be shredded.

SO ORDERED:

CONNECTICUT SITING COUNCIL

BY _____

Acting Chairman

Dated: _____, 2019

**NON-DISCLOSURE AGREEMENT WITH
AGREEMENT TO BE BOUND BY THE
TERMS OF THE PROTECTIVE ORDER**

The undersigned hereby acknowledges review of the Protective Order filed on March 18, 2019 in Docket No. 468 before the Connecticut Siting Council, and hereby agrees to abide by the terms thereof, in exchange for receipt of:

Connecticut Siting Council Docket 468, Southwest Connecticut Reliability Project Final Report, Component Cost items a. – c. in Attachment 5.

Any additional material to be filed in this Docket for which proprietary information status is claimed by Eversource.

Recipient: _____

Date: _____

**REQUEST FOR PROPRIETARY INFORMATION
PURSUANT TO PROTECTIVE ORDER**

1. This form must be accompanied by an original signed Non-Disclosure Agreement or a Subscription to a Protective Order entered in an administrative proceeding, if you are a party or intervenor in an administrative proceeding and are not employed by the Independent System Operator, New England (ISO-NE) or a federal or state agency. If you have already signed a Proprietary Information Non-Disclosure Agreement, please provide the date: _____

2. The undersigned requests the following information:

Connecticut Siting Council Docket No. 468 Southwest Connecticut Reliability Project, Unredacted Attachment 5 to Final Report

Any additional material to be filed in this Docket for which confidential proprietary information or CEII status is claimed by Eversource.

3. The undersigned is:

a party or intervenor in the proceeding identified in paragraph 3, having been admitted as such on _____.

an employee of ISO-NE or another independent system operator or regional transmission organization in North America

a state agency employee

a federal agency employee

an employee of the electricity reliability organization or regional entity

an employee of a transmission owner in another control area

a consultant of one of the entities listed above who has been retained to provide advice regarding the matter described in no. 5 below

4. Give the name of your employer and your title: _____

5. The undersigned represents warrants and agrees that the information is to be used solely for the following purpose [describe in detail]: _____

6. If you are a consultant, provide the name and contact information of an individual at the organization that has retained you so that we may verify your role: _____

I acknowledge that the foregoing is true and accurate, and agree to give Eversource Energy Service Company immediate notice if any of the foregoing is no longer true. I also consent to Eversource Energy Service Company and its affiliated companies sharing the fact that this request has been made and/or granted, and agree that Eversource Energy Service Company and its parent and affiliated companies shall have no liability to me in connection with this request.

Signature: _____ Name (please print): _____

Organization: _____ Business Address: _____

Email: _____ Phone: _____

Fax: _____ Date: _____