

June __, 2008

CENTRAL MAINE POWER COMPANY and) PROTECTIVE ORDER NO. 2
PUBLIC SERVICE OF NEW HAMPSHIRE)
Request for Certificate of Public Convenience)
and Necessity for the Maine Power Reliability)
Program Consisting of the Construction of) Critical Energy Infrastructure
Approximately 350 Miles of 345 kV and 115 kV) Information
Transmission Lines ("MPRP"))

On July 1, 2008, Central Maine Power Company ("CMP") and Public Service of New Hampshire ("PSNH") (collectively, "Petitioners") intend to file a Request for Certificate of Public Convenience and Necessity to Build a 345 kV Transmission Line between Orrington, Maine and Newington, NH. Petitioners anticipate that certain highly sensitive critical energy infrastructure information ("CEII") will be provided by Petitioners in the July 1, 2008 filing and in subsequent discovery and request that a protective scheme be implemented for this data. Consistent with ISO New England, Inc. ("ISO-NE") and the Federal Energy Regulatory Commission ("FERC"), Petitioners define CEII as "specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (1) relates details about the production, generation, transportation, transmission or distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. § 522 (2000); and (4) does not simply give the general location of the critical infrastructure."

Petitioners maintain that such critical energy infrastructure information constitutes trade secrets and that its release would be damaging to Petitioners' interests, including security interests, and those of their customers. Section 1311-B(1) of Title 35-A of the Maine Revised Statutes grants the Commission the authority to issue protective orders limiting public access to information regarding the technical operations of a public utility in order to ensure the security of public utility systems. The Commission has been sensitive to those concerns. See, e.g., Protective Order No. 2 in Re: Central Maine Power Company, Request for a Certificate of Public Convenience and Necessity to Build a 115 kV Transmission Line in the Saco Bay Area, issued in Docket No. 2006-487; Protective Order No. 1 in Re: Maine Public Utilities Commission, Investigation of Central Maine Power Company's Line Extension Policy for Polyphase Service, issued in Docket No. 2002-491; and Protective Order No. 3 in Re: Maine Public Utilities Commission, Inquiry into the Status of the Reliability and Security of the Electric Grid, issued in Docket No. 2004-248. In these cases, a protective scheme was adopted protecting such critical energy infrastructure information and the data was released only to certain parties.

Petitioners agree to produce Critical Energy Infrastructure Information and documents for this proceeding on the condition that a protective scheme be implemented similar to that used by ISO-NE and in the above-cited proceedings for that kind of information. Any party at any time can move for a finding that material subject to protection should no longer be protected or that the other party should

be provided access to the protected information pursuant to protective provisions. Unless such a motion is granted, however, use of the allegedly confidential materials will be restricted by the terms of this Protective Order No. 2.

In order to expedite the provision of this information to the Commission and subject to reconsideration in light of arguments by any intervenors, the Examiners conclude that the limited and revocable protection requested by Petitioners is warranted under 35-A M.R.S. § 1311-A and Rule 26(c) of the Maine Rules of Civil Procedure.

Accordingly, it is

O R D E R E D

1. That CEII, including:

- Utility maps; and
- Utility transmission and distribution network diagrams and related information

shall be considered “Designated Confidential Information” for purposes of this Order and, until this Order is modified, access to Designated Confidential Information shall be limited as described in Paragraph 4 below.

2. That all Designated Confidential Information shall, unless removed from the coverage of this Order as provided in Paragraph 3 below, be and remain confidential. Designated Confidential Information 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 Designated Confidential Information is accorded pursuant to Paragraph 4 of this Order shall disclose or reveal, directly or indirectly, the content of the Designated Confidential Information to others, except as provided in Paragraph 4.

3. That the parties to whom Designated Confidential Information is furnished may challenge designation of any documents or other information as confidential by motion to the Commission 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 Designated Confidential Information shall be limited to (i) registered employees of a Governance or Market Participant; (ii) an employee of another ISO or RTO; (iii) a state agency employee, including Commission members and members of the Commission Staff, the Public Advocate and counsel, and a stenographer or reporter recording any hearing in connection with this proceeding; (iv) a federal agency employee; (v) an employee of an electric reliability organization or regional entity; (vi) an employee of a transmission owner in another region; (vii) counsel for any Intervenor; and (viii) a consultant for one of the foregoing entities. Please note that each person within an

entity or organization who will access the CEII must complete the attached CEII Non-Disclosure Agreement.

5. That no copies of Designated Confidential Information furnished by Petitioners shall be circulated to persons other than those persons who are authorized under Paragraph 4 of this Order to obtain Designated Confidential Information. 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 Designated Confidential Information. Although a person authorized to obtain CEII may use the information as foundation for advice to his or her employer or clients, s/he may only discuss the CEII with or disclose CEII to another authorized person.
6. All materials claimed by Petitioners to be Designated Confidential Information under the terms of this Order shall be clearly marked "Confidential" by Petitioners. In the case of documents, each page of any such document shall be stamped "Confidential" in bold lettering in the upper right hand corner of each page including the cover letter. Any document or portion thereof not clearly and conspicuously marked "Confidential" in bold lettering shall not be protected under the terms of this Order. Faxed materials should be marked as any other confidential document. With regard to other media, diskettes should be marked "Confidential" 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 according 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 Petitioners 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 Petitioners 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 Designated Confidential Information submitted in accordance with Paragraph 1 of this Order if the Commission rules, after reasonable notice and hearing, that the Designated Confidential Information 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 Designated Confidential Information 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 Designated Confidential Information in pleadings, briefs, other legal documents, or arguments, that portion of the documents or that portion of the transcript of the argument containing Designated Confidential Information shall be maintained under seal.

9. That the Commission may draw upon all Designated Confidential Information in the record in the deliberation of any decision or order that it may issue, but the Commission will avoid the reproduction in its decision of any Designated Confidential Information.
10. That should any appeal of, or other challenge to, the Commission's decision in this proceeding be taken, any portions of the record that have been sealed in accordance with Paragraph 7 above shall be forwarded to the courts of this State in accordance with applicable law and procedures, but under seal and so designated in writing for the information of the court.
11. That this Order does not preclude any party from (a) objecting under the Maine Rules of Evidence to the admissibility of any Designated Confidential Information produced by CMP or PSNH or (b) objecting, on any substantive or procedural ground, to any subsequent data request or other request for information.
12. That Designated Confidential Information made available pursuant to this Order and made part of the record in any proceeding before the Commission shall remain in the possession of the Commission, under seal, and subject to the protective requirements of this Order, until this Commission or its authorized presiding officer shall otherwise order.
13. That this Order may be modified on motion of any party or on the Commission's own motion upon reasonable prior notice to the parties and an opportunity for hearing.
14. Copies of Designated Confidential Information and documents, notes and other materials containing or reflecting, directly or indirectly, the Designated Confidential Information, that are in possession of Commission members, counsel or employees of the Commission may be retained by those persons for the purpose of performing those persons' duties and obligations. If retained, the Designated Confidential Information shall be subject to this Protective Order or to a protective order issued in another proceeding in which the Designated Confidential Information is used. If a Commission member, counsel or employee of the Commission does not retain the Designated Confidential Information, that person shall destroy it as provided in this paragraph. Within 40 days after the Commission reaches a final decision (i.e., unappealable) in this proceeding, each other party and Commission independent consultants and experts retained by the Commission to whom Designated Confidential Information has been made available shall destroy all documents, notes and other materials containing or reflecting, directly or indirectly, the Designated Confidential Information. Audio, video or other such magnetically recorded materials shall be electronically erased before disposal. Documents shall be shredded.

Dated at Augusta, Maine, this ___ day of June, 2008

BY ORDER OF THE HEARING EXAMINER

CEII NON-DISCLOSURE AGREEMENT

This CEII NON-DISCLOSURE AGREEMENT (the "Agreement") is made by the undersigned (the "Recipient") in accordance with Protective Order 2, issued by the Maine Public Utilities Commission in Docket No. 2008-255.

WHEREAS, the Federal Energy Regulatory Commission has defined CEII as "specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (1) relates details about the production, generation, transportation, transmission or distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. § 522 (2000); and (4) does not simply give the general location of the critical infrastructure";

WHEREAS, Petitioners anticipate that certain highly sensitive critical energy infrastructure information ("CEII") will be provided in the July 1, 2008 filing of Request for Certificate of Public Convenience and Necessity to Build a 345 kV Transmission Request for Certificate of Public Convenience and Necessity to Build a 345 kV Transmission Line between Orrington, Maine and Newington, NH (Docket No. 2008-255) and in subsequent discovery in that proceeding;

WHEREAS, the Maine Public Utilities Commission has ordered that CEII produced in Docket No. 2008-255 be subject to the protective scheme described in Protective Order No. 2; and

WHEREAS, in the course of Docket No. 2008-255, the Recipient seeks access to certain information, all or a portion of which may be classified as CEII;

NOW, THEREFORE, the Recipient agrees as follows:

1. Definition of CEII. For purposes of this Agreement, "Critical Energy Infrastructure Information" or "CEII" shall mean: (i) all information designated as such by Petitioners, whether furnished before or after the date hereof, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished; and (ii) all reports, summaries, compilations, analyses, notes or other information which contain such information.

2. Use and Protection of CEII.

(a) All CEII shall be maintained by Recipient in a secure place. Recipients may make copies of CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII if they contain CEII.

(b) Although a Recipient of CEII may use CEII as foundation for advice provided to his or her employer or clients, s/he may only discuss CEII with or disclose CEII to another Recipient of the identical CEII. A Recipient may check with Petitioners to determine whether another individual is a Recipient of the identical CEII.

(c) Recipient will not knowingly use CEII directly or indirectly for an illegal or non-legitimate purpose.

(d) In the event that the Recipient is required to disclose CEII by subpoena, law or other directive of a court, administrative agency or arbitration panel, the Recipient hereby agrees to provide Petitioners with prompt notice of such request or requirement in order to enable Petitioners to (i) seek an appropriate protective order or other remedy, (ii) consult with the Recipient with respect to taking steps to resist or narrow the scope of such request or legal process, or (iii) waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Petitioners waive compliance with the provisions hereof, the Recipient hereby agrees to furnish only that portion of the CEII which the Recipient's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such CEII.

3. Return of CEII. In the event that either Petitioner, in their sole discretion, so requests, the Recipient will promptly deliver to the requesting Petitioner all CEII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof.

4. Change in Status. If the information provided to Petitioners in this Agreement changes (e.g., Recipient leaves his or her employ, the consulting engagement cited in the request is terminated, Recipient's employer is no longer a Governance Participant) s/he must inform Petitioners immediately in writing. Petitioners may require the return of the CEII or its destruction.

5. CEII "on Loan". Information provided pursuant to this Agreement is deemed to be on loan and must be returned to Petitioners upon request. If the Recipient is an employee of a federal or State agency, s/he must note that the information is not the property of the agency and is not subject to Freedom of Information/Public Records acts or similar statutes.

6. No Warranty. The CEII is provided "as is" with all faults. In no event shall Petitioners be liable for the accuracy or completeness of the CEII. Petitioners shall not have liability to the Recipient, or any other person or entity, for the Recipient's use of any CEII disclosed pursuant to this Agreement.

7. Survival. The Recipient remains bound by these provisions unless Petitioners rescind the CEII designation.

8. No Waiver. The Recipient understands and agrees that no failure or delay by Petitioners in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its conflicts of laws principles.

10. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Recipient has executed this CEII Non-Disclosure Agreement as of the date set forth below, acknowledging that the foregoing is true and accurate, and agreeing to give Petitioners immediate notice if any of the foregoing is no longer true. The Recipient

represents, warrants and agrees that the information is to be used solely for the purpose of participating in this proceeding.

Signature: _____

Name (please print): _____

Date: _____

Organization: _____

Title: _____

Address: _____

If you are a consultant, please provide the name and contact information of an individual at the organization that has retained you so your role may be verified:

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: _____