STATE OF CONNECTICUT
PUBLIC UTILITIES REGULATORY AUTHORITY

PURA ANNUAL REVIEW OF THE	:	DOCKET NO. 26-10-01
PURCHASED GAS ADJUSTMENT	:	
CLAUSE CHARGES OR CREDITS FILED	:	
BY CONNECTICUT LOCAL	:	
DISTRIBUTION COMPANIES	:	OCTOBER 15, 2026

MOTION OF CONNECTICUT NATURAL GAS CORPORATION AND THE SOUTHERN CONNECTICUT GAS COMPANY FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION

The Connecticut Natural Gas Corporation and The Southern Connecticut Gas Company (collectively, the "Companies") hereby request that the Public Utilities Regulatory Authority ("PURA" or the "Authority") enter a protective order in this docket, as described in this motion, to ensure that confidential information provided by the Companies in the above-referenced proceeding is not subject to public disclosure. As outlined below, certain informing being provided by the Companies on October 15, 2026 contains confidential, proprietary, and/or competitive information related to actual invoices for gas supplied, which the Company does not disclose publicly.

1. The confidential information addressed in this motion includes certain information provided as a part of the Companies' respective annual filings related to the Purchase Gas Adjustment ("PGA") clause charges. These attachments are referred to herein as the "Confidential Attachments".

2. The Confidential Attachments provide actual invoices for gas supplied and the information therein is confidential and commercially sensitive. Disclosure of this information to the public, including actual or prospective competitors, would reduce the commercial value of this information and could harm the Companies, its suppliers, and customers. The Companies' consider this information to be commercially valuable and disclosure would harm the Companies

in future negotiations and competitive activities. The Confidential Attachments must be protected from public disclosure in order to ensure competitive market pricing.

3. The Authority has previously granted protective treatment to similar information in prior years' annual review dockets. See, Docket No. 25-10-01, Ruling on Motion Nos. 3 and 4 (granting protective treatment of the Companies and Yankee Gas Services Company's respective requests for confidential treatment of exhibits in support of their Deferred Gas Filings). See also, Docket No. 24-10-01, Ruling on Motion Nos. 1, 2, 3, and 4 (granting protective treatment of the same); Docket No. 23-10-01, Ruling on Motion Nos. 1, 2, and 3 (granting protective treatment of the same); Docket No. 22-10-01, Ruling on Motion Nos. 1, 2, and 3 (granting protective treatment of the same); and Docket No. 21-10-01, Ruling on Motion Nos. 1, 2, and 3 (granting protective treatment of the same).

4. The Confidential Attachments are exempt from disclosure under C.G.S. § 1-210(b)(5)(A), which exempts "trade secrets" from disclosure by any public agency and C.G.S. § 1-210(b)(5)(B), which exempts "[c]commercial or financial information given in confidence, not required by statute." From disclosure by any public agency. The Confidential Attachments include customer invoices and negotiated pricing information which are confidential, proprietary, and contain commercially sensitive financial information given in confidence.

A. Trade secrets include information that would "(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." Conn. Gen. Stat. § 1-210(b)(5)(A); see Univ. of Conn. v. Freedom on Info. Comm'n., 49 Conn. L. Rptr. 856, 2010 WL

2106972, *12 (Conn. Super. Ct. Apr. 21, 2010) (holding that trade secrets are not limited to information related to "classic trades").[1] To satisfy the threshold test for the trade secrets exemption, information must not be readily available to members of the public. *Id.*, at *13. For information to constitute a trade secret, Connecticut courts require a "substantial element of secrecy," but absolute secrecy is not required. Dep't of Pub. Utils. of Norwich v. Freedom of Info. Comm'n, 739 A.2d 328, 331-32 (Conn. App. Ct. 1999). The element of secrecy may be satisfied through "discernable measures," such as an agreement that signals the confidentiality of the information and the limits of its disclosure. Id.; see also Dep't of Info. Tech. of Greenwich v. Freedom of Info. Comm'n, 874 A. 2d 785, 795 (Conn. 2005) (element of secrecy satisfied relative to the degree of difficulty of legally obtaining information). As described above, the Confidential Attachments satisfy these elements given that competitors may derive independent value from their disclosure and the Confidential Attachments are subject to reasonable efforts to maintain their secrecy.

B. The Connecticut Freedom of Information Commission has interpreted "commercial information" to cover any information related to business or trade. See In re James Craven, Docket No. FIC 2011-152 (Mar. 14, 2012); see also Black's Law Dictionary (10th ed. 2014), trade. The Freedom of Information Commission has similarly adopted a plain-meaning interpretation of "financial information" for the purposes of the statute. See, Allco Renewable Energy Ltd. v. Freedom of Info.

[1] Additionally, Black's Law Dictionary defines "trade" as including "[t]he business of buying and selling or bartering goods or services. . . . [a] transaction or swap. . ." Black's Law Dictionary (10th ed. 2014), trade.

Comm'n, No. HHBCV186043138S, 2019 WL 1875508, at *8 (Conn. Super. Ct. Mar. 18, 2019), aff'd, 205 Conn. App. 144, 257 A.3d 324 (2021). Further, information is given "in confidence" where there is an "intent to give confidential information, based on context or inference, such as where there is an express or implied assurance of confidentiality, where the information is not available to the public from any other source, or where the information is such that [it] would not customarily be disclosed by the person who provided it." See, Allco Renewable Energy Ltd. v. Freedom of Info. Comm'n, 205 Conn. App. 144, 168, 257 A.3d 324, 341 (2021). See also, Chief of Staff, 1999 WL 643373, at *3 (citing United Techs. Corp. v. N.L.R.B., 777 F.2d 90 (2d Cir. 1985) (holding that information is given in confidence when it is provided under an express assurance of confidentiality or in circumstances from which such an assurance could reasonably be inferred). Clearly, the Confidential Attachments satisfies these elements given the nature of the information.

5. The Companies have good cause to request that the Confidential Attachments be afforded protective treatment by the Authority and remain protected from public disclosure. The Companies maintain the Confidential Attachments as confidential and do not disclose such information publicly.

6. The Office of Consumer Counsel shall have access to the Confidential Attachment pursuant to the terms of the Protective Order and upon its execution.

7. In this instance, the necessity of withholding public disclosure of the Confidential Attachments outweighs any possible public interest in its disclosure.

8. The attached Affidavit of Hanane Attaiki attests to the need for protective treatment of the Confidential Attachments.

9. For the foregoing reasons, the Companies respectfully requests that the Authority grant this motion for protective order.

WHEREFORE, in light of the three distinct statutory exemptions provided for in C.G.S. §§ 1-210(b)(5)(A), and 1-210(b)(5)(B) and consistent with the Authority's prior rulings on similar requests, the Companies request the Authority to grant the Protective Order in this proceeding, to ensure that the Confidential Attachments are not subject to public disclosure.

Respectfully submitted,

CONNECTICUT NATURAL GAS CORPORATION
THE SOUTHERN CONNECTICUT GAS COMPANY

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CERTIFICATION

This is to certify that on this day, the foregoing document was filed with the Public Utilities Regulatory Authority, and copies of the foregoing document were served upon each person designated on the Authority's official service list in this proceeding in accordance with R.C.S.A. § 16-1-15. Confidential materials have been provided to Public Utilities Regulatory Authority under separate cover.

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