200612135009 Received FERC OSEC 12/13/2006 10:49:00 AM Docket# CP06-54-000, ET AL.

LEBOEUF, LAMB, GREENE & MACRAE LLP

NEW YORK
WASHINGTON, D.C.
ALBANY
BOSTON
CHICAGO
HARTFORD
HOUSTON
JACKSONVILLE
LOS ANGELES
PITTSBURGH
SAN FRANCISCO

1875 CONNECTICUT AVE., N.W.
SUITE 1200
WASHINGTON, D.C. 20009-5728
(202) 986-8000
FACSIMILE: (202) 986-8102

E-MAIL ADDRESS: BRETT.SNYDER@LLGM.COM
WRITER'S DIRECT DIAL: (202) 986-8008
WRITER'S DIRECT FAX: (202) 956-3217

LONDON
A MULTINATIONAL PARTNERSHIP
PARIS
BRUSSELS
JOHANNESBURG
(PTY) LTD.
MOSCOW
RIYADH
AFFILIATED OFFICE
BISHKEK
ALMATY
BEIJING

December 13, 2006

BY ELECTRONIC FILING

Magalie Roman Salas, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Broadwater Energy LLC, Docket Nos. CP06-54-000
Broadwater Pipeline LLC, Docket Nos. CP06-55-000 & CP06-56-000

Dear Ms. Salas:

Pursuant to the Commission's July 12, 2006 order, 116 FERC ¶ 61,032, enclosed for filing in the referenced proceedings are (i) a copy of a Protective Agreement executed by Broadwater Energy LLC, Broadwater Pipeline LLC, and Connecticut Fund for the Environment/ Save the Sound, and (ii) pursuant to section 3(d) thereof, a copy of the Non-Disclosure Certificates executed under the terms of such Protective Agreement by Leah Schmalz and Roger Reynolds.

Please do not hesitate to contact me with any questions regarding this submission.

Respectfully submitted,

/s/ Brett A. Snyder

Brett A. Snyder

Counsel to Broadwater Energy LLC & Broadwater Pipeline LLC

Enclosures

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Broadwater Energy LLC	Docket Nos. CP06-54-000
Broadwater Pipeline LLC	CP06-55-000
	CP06-56-000

PROTECTIVE AGREEMENT

This Protective Agreement made this 30 day of ~~August,~~ November 2006 is entered into and shall bind Broadwater Energy LLC and Broadwater Pipeline LLC (collectively "Broadwater" or "Producing Party") and Connecticut Fund for the Environment, Inc. ("CFE" or "Receiving Party"), each of whom also is referred to herein as a "Party" and collectively as "Parties."

WHEREAS, on July 12, 2006, the Federal Energy Regulatory Commission ("FERC") issued an Order Directing Release of Information Under a Protective Agreement, 116 FERC ¶61,032 ("July 12, 2006 Order"), which, among other things required Broadwater and the County of Suffolk ("Suffolk") to enter into a Protective Agreement, to permit the restricted release to Suffolk of certain non-public information in the application filed by Broadwater to site, construct, and operate an offshore liquefied natural gas ("LNG") import terminal and related pipeline facilities; and

WHEREAS, the July 12, 2006 Order stated that "The Commission believes that Suffolk and any other party to the proceeding should be able to obtain access as necessary to information filed under section 388.112 of the Commission's regulations for which special treatment has been requested under a protective agreement." July 12, 2006 Order at P 4; and

WHEREAS, CFE, having filed a motion to intervene in the captioned proceedings and said motion being unopposed, is, under the FERC's Rules of Practice and Procedure, a party to the proceedings;

Now therefore the Parties agree as follows:

1. This Protective Agreement shall govern the use of all Protected Materials produced by, or on behalf of, any Party. Notwithstanding any order terminating this proceeding, this Protective Agreement shall remain in effect until specifically modified or terminated by FERC or by agreement of the Parties.

2. This Protective Agreement applies to the following two categories of materials: (A) A Party may designate as protected those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Party or its customers to risk of competitive disadvantage or other business injury; and (B) A Party shall designate as protected those materials which contain critical energy

infrastructure information, as defined in 18 CFR 388.113(c)(1) ("Critical Energy Infrastructure Information").

3. Definitions -- For purposes of this Agreement:

(a) The term "Protected Materials" means

(A) materials described in the July 12, 2006 Order which: (i) FERC directed Broadwater to provide to Suffolk and make available to other parties to the captioned proceedings that are designated by Broadwater as protected, and (ii) such other materials that Broadwater shall provide to a Receiving Party that are designated by Broadwater as protected and;

(B) any information contained in or obtained from such designated materials;

(C) any other materials which are made subject to this Protective Agreement by the FERC, by any court or other body having appropriate authority, or by agreement of the Parties;

(D) notes of Protected Materials; and

(E) copies of Protected Materials.

The Party producing or preparing such materials shall physically mark them on each page as "PROTECTED MATERIALS-Docket Nos. CP06-54-000, *et al.*" or with words of similar import as long as the term "Protected Materials" is included in that designation to indicate that they are Protected Materials.

If the Protected Materials contain Critical Energy Infrastructure Information, the Party producing or preparing materials containing such information shall additionally mark on each page containing such information the words "Contains Critical Energy Infrastructure Information - -Do Not Release".

(b) The term "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described as Protected Materials. Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided in this Agreement.

(c) Protected Materials shall not include: (A) any information or document contained in the public files of FERC, or any other federal or state agency, or any federal or state court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Agreement, or (C) any information or document labeled as "Non-Internet Public" by a Party, in accordance with Paragraph 30 of FERC Order No. 630, FERC Stat. & Reg. ¶ 31,140. Protected Materials include any information or

document contained in the files of the Commission that has been designated as Critical Energy Infrastructure Information.

(d) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto by which the Receiving Party and its Reviewing Representative(s) shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Party or person has read the Protective Agreement and agrees to be bound by it. All executed Non-Disclosure Certificates shall be provided to Broadwater and filed with the Commission.

(e) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is:

(1) an attorney who has made an appearance in this proceeding for the Receiving Party;

(2) attorneys, paralegals, and other employees associated for purposes of this and related proceedings with an attorney described in Subparagraph (1);

(3) an expert or an employee of an expert retained by the Receiving Party for the purpose of advising the Receiving Party or preparing advocacy materials for the Receiving Party in this and related proceedings;

(4) a person designated as a Reviewing Representative by order of FERC; or

(5) employees or other representatives of the Receiving Party appearing in this proceeding or that otherwise have significant responsibility for the Receiving Party's position in this or related proceedings.

4. Protected Materials shall be made available under the terms of this Protective Agreement only to the Parties hereto or to such other person that has executed a Protective Agreement with Broadwater of substantially similar content ("Other Receiving Party") and only through their Reviewing Representatives as provided in Paragraphs 7-9 of this Protective Agreement.

5. Protected Materials shall remain available to Receiving Party until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Receiving Party shall, within thirty days of receipt of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Party that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period each Party, if requested to do so, shall also submit to Broadwater an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been

destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Agreement.

6. All Protected Materials shall be maintained by the Receiving Party in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9. The Parties agree that in submitting Protected Materials to the FERC they shall do so in manner that informs the FERC's Secretary to place such Protected Materials in a non-public file. The Parties recognize that placing such documents in a nonpublic file, FERC is not making a determination of any claim of privilege and that FERC retains the right to make determinations regarding any claim of privilege and the discretion to release information necessary to carry out its jurisdictional responsibilities. For documents submitted to FERC's Staff ("Staff'), the Party submitting such materials shall inform Staff that such Protected Materials are covered by this Protective Agreement and such Party shall request that Staff follow the notification procedures of 18 CFR section 388.112 before making public any Protected Materials.

7. Protected Materials shall be treated as confidential by each Party and by the Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this and related proceedings, nor shall they be disclosed in any manner to any person except a Reviewing Representative of the Receiving Party or Another Reviewing Party who is engaged in the conduct of this or related proceedings and who needs to know the information in order to carry out that person's responsibilities in this or related proceedings. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) If a Reviewing Representative's scope of employment includes purchasing energy, the marketing of energy, or developing or assisting in the development of facilities used for the revaporization, storage, transportation or delivery of LNG (which are referred to herein as "Competitive Duties"), the direct supervision of any employee or employees whose duties include Competitive Duties, the provision of consulting services to any person whose duties include Competitive Duties, or the direct supervision of any employee or employees whose duties include Competitive Duties, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Party or any competitor of any Party a commercial advantage.

(b) In the event that the Receiving Party wishes to designate as a Reviewing Representative a person not described in Paragraph 3 (e) above, Receiving Party shall seek agreement from Broadwater. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(e) above with respect to those materials. If no agreement is reached, Receiving Party may submit the disputed designation to the FERC for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorneys instruction, supervision or control need not do so. A copy of each executed Non-Disclosure Certificate shall be provided to counsel for Broadwater prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Agreement.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative including a Reviewing Representative for an Other Receiving Party as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate that has been provided to Broadwater. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(e), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the certification.

11. Subject to Paragraph 17, the FERC shall resolve any disputes arising under this Protective Agreement. Prior to presenting any dispute under this Protective Agreement to the FERC, the parties to the dispute shall use their best efforts to resolve it. Any Party that contests the designation of materials as protected shall notify the party that provided the Protected Materials by specifying in writing the materials the designation of which is contested. This Protective Agreement shall automatically cease to apply to such materials five (5) business days after the notification is made unless Broadwater, within said 5-day period, files a motion with the FERC, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Party seeking protection. If the FERC finds that the materials at issue are not entitled to protection, the procedures of Paragraph 17 shall apply. The procedures described above shall not apply to protected materials designated by Broadwater as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Protective Agreement, unless a Party obtains a determination from FERC's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

12. All copies of all documents reflecting Protected Materials which refer to Protected Materials, shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Agreement. Such documents shall be marked "PROTECTED MATERIALS--Docket No. CP06-54-000, *et al.*" and shall be filed under seal and served under seal upon all Reviewing Representatives who are on the service list. Such

documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information - -Do Not Release--Docket No. CP06-54-000, *et al.*" For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on all parties on the service list. Counsel for Broadwater shall provide to all Participants who request the same, a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

13. If the Receiving Party desires to include, utilize or refer to any Protected Materials or information derived therefrom in submissions to FERC or in another forum having jurisdiction of a related matter in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, the Receiving Party shall first notify counsel for Broadwater of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Material will be governed by procedures determined by FERC.

14. Nothing in this Protective Agreement shall be construed as precluding any Party from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Protective Agreement shall preclude any Party from requesting FERC, or any other body having appropriate authority, to find that this Protective Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Agreement.

16. The Protected Materials made available hereunder are provided pursuant to the FERC's July 12, 2006 Order permitting access subject to a Protective Agreement. The Parties agree that this Protective Agreement was executed in furtherance of the purposes of and as required by of the July 12, 2006 Order. All Protected Materials filed with the Commission or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials subject to this Protective Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information - Do Not Release - Agreement Docket No. CP06-54-000, *et al.*"

17. If FERC finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Protective Agreement for seven (7) business days from the date of issuance of such determination, and if the Party seeking protection requests rehearing within that time, such protections shall be continued until seven (7) business days after the original ruling by the Commission, if such ruling is upheld to allow for the filing of a petition for review. If no such petition is filed, then such protections shall at expire at the conclusion of the seven (7) days. If such petition is filed, then such protections shall be extended until such time as the mandate from the reviewing court shall issue.

18. Nothing in this Protective Agreement shall be deemed to preclude any Party from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Protective Agreement.

19.. None of the Parties waive the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

20. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Agreement and shall be used only in connection with this and related proceedings. The Parties agree that violation of any provision of this Protective Agreement or of any Non-Disclosure Certificate is a serious matter and without prejudice to their rights to assert the contrary, may be found to constitute a violation of an Order of the Federal Energy Regulatory Commission.

Agreed to this 30 day of ~~August~~ November, 2006 signature Leah Schmalz Director of Legislative and Legal Affairs on behalf of Connecticut Fund for the Environment, Inc.	Agreed to this 4th day of August, 2006 signature Brett A. Snyder LeBoeuf, Lamb, Greene & MacRae LLP on behalf of Broadwater Energy LLC and Broadwater Pipeline LLC

signature

Roger Reynolds
Senior Staff Attorney on behalf of
Connecticut Fund for the Environment

UNITED STATES OF AMERICA FEDERAL ENERGY
REGULATORY COMMISSION

Broadwater Energy LLC
Broadwater Pipeline LLC

Docket Nos. CP06-54-000
CP06-55-000
CP06-56-000

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of a Protective Agreement in this proceeding, that was executed pursuant to an Order of the Federal Energy Regulatory Commission issued July 12, 2006, that I have been given a copy of and have read the Protective Agreement and the July 12, 2006 Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement. I understand that a violation of any provision of the Protective Agreement or of this Non-Disclosure Certificate is a serious matter and without prejudice to my right to assert the contrary, may be found to constitute a violation of an Order of the Federal Energy Regulatory Commission.

Executed this 30 day of Nov, 2006
By:

Leah Schmalz
signature

Leah Schmalz
print name

Dir. Legislative + Legal Affairs, Save the Sound
Title

Connecticut Fund for the Environment
Representing

Connecticut Fund for the Environment
Employer

205 Whitney Ave, 1st Floor
New Haven, CT 06511
203 787 0646 x 121
lschmalz@savethesound.org
Address, phone number, e-mail

UNITED STATES OF AMERICA FEDERAL ENERGY
REGULATORY COMMISSION

Broadwater Energy LLC
Broadwater Pipeline LLC

Docket Nos. CP06-54-000
CP06-55-000
CP06-56-000

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of a Protective Agreement in this proceeding, that was executed pursuant to an Order of the Federal Energy Regulatory Commission issued July 12, 2006, that I have been given a copy of and have read the Protective Agreement and the July 12, 2006 Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement. I understand that a violation of any provision of the Protective Agreement or of this Non-Disclosure Certificate is a serious matter and without prejudice to my right to assert the contrary, may be found to constitute a violation of an Order of the Federal Energy Regulatory Commission.

Executed this 30 day of Nov, 2006
By:

Roger Reynolds
signature

Roger Reynolds
print name

Senior Staff Attorney
Title

Connecticut Fund for the Environment
Representing

Connecticut Fund for the Environment
Employer

205 Whitney Ave. 1st Floor
New Haven, CT 06511
203.787.0646 x105
rreynolds@ctenv.org
Address, phone number, e-mail

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding in accordance with the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure.

Dated at Washington, D.C. this 13th day of December 2006.

/s/ Brett A. Snyder
Brett A. Snyder

200612135009 Received FERC OSEC 12/13/2006 10:49:00 AM Docket# CP06-54-000, ET AL.

Submission Contents

BW121206A.pdf····· 1-11