



McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Adeolu A. Bakare
Direct Dial: 717.237.5290
Direct Fax: 717.260.1744
abakare@mcneeslaw.com

November 9, 2021

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

VIA ELECTRONIC FILING

RE: Joint Application of Veolia Environnement S.A., Veolia North America, Inc., SUEZ S.A., SUEZ Water Pennsylvania Inc. and SUEZ Water Bethel Inc. for all approvals pursuant to Sections 1102(a)(3), (4), and 1103 of the Pennsylvania Public Utility Code, and as otherwise required under the Pennsylvania Public Utility Code for the change in control of SUEZ Water Pennsylvania Inc. and SUEZ Water Bethel Inc.; Docket Nos. A-2021-3026515, A-2021-3026522 and A-2021-3026523

Dear Secretary Chiavetta:

Attached please find for filing with the Pennsylvania Public Utility Commission the Joint Petition for Protective Order on behalf of Veolia Environnement S.A. ("Veolia"), a French société anonyme, Veolia North America, Inc., a Delaware corporation and wholly-owned subsidiary of Veolia ("Veolia North America"), SUEZ S.A., a French société anonyme ("SUEZ"), SUEZ Water Pennsylvania Inc. ("SWPA"), a Pennsylvania corporation, and SUEZ Water Bethel Inc. ("SWB"), a Pennsylvania corporation (together, the "SUEZ Pennsylvania Utilities") (collectively, "Joint Applicants").

As shown by the attached Certificate of Service, all parties to this proceeding are being duly served via email. We are also filing these documents electronically. We can provide parties with a hard copy upon request.

If you have any questions regarding the attached documents, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adeolu A. Bakare', written over a white background.

Adeolu A. Bakare
MCNEES WALLACE & NURICK LLC

Counsel to Veolia Environnement S.A.
and Veolia North America, Inc.

c: Administrative Law Judge Joel H. Cheskis (jcheskis@pa.gov)
Administrative Law Judge Charece Z. Collins (charcollin@pa.gov)
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a true copy of the foregoing document upon the participants listed below in accordance with the requirements of Section 1.54 (relating to service by a participant).

VIA E-MAIL

David P. Zambito, Esq.
Jonathan Nase, Esq.
Cozen O'Connor
17 North Second Street, Suite 1410
Harrisburg, PA 17101
dzambito@cozen.com
jnase@cozen.com

Christine Hoover, Esq.
Erin Gannon, Esq.
Office of Consumer Advocate
555 Walnut Street, Forum Place, 5th Floor
Harrisburg, PA 17101
choover@paoca.org
egannon@paoca.org

Teresa Reed Wagner, Executive Director
Erin Fure, Esq.
Office of Small Business Advocate
Forum Place
555 Walnut St., 1st Floor
Harrisburg, PA 17101
tereswagne@pa.gov
efure@pa.gov

John W. Sweet, Esq.
Pennsylvania Utility Law Project
118 Locust Street
Harrisburg, PA 17101
PULP@pautilitylawproject.org
Counsel for CAUSE-PA



Adeolu A. Bakare

Counsel to Veolia Environnement S.A. and
Veolia North America, Inc.

Dated this 9th day of November, 2021, in Harrisburg, Pennsylvania

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Veolia Environnement S.A.,	:	
Veolia North America, Inc., SUEZ S.A.,	:	
SUEZ Water Pennsylvania Inc.	:	
and SUEZ Water Bethel Inc. for all approvals	:	
pursuant to Sections 1102(a)(3), (4), and 1103	:	Docket Nos. A-2021-3026515
of the Pennsylvania Public Utility Code, and	:	A-2021-3026522
as otherwise required under the Pennsylvania	:	A-2021-3026523
Public Utility Code for the change in control of	:	
SUEZ Water Pennsylvania Inc.	:	
and SUEZ Water Bethel Inc.	:	

JOINT PETITION FOR PROTECTIVE ORDER

Veolia Environnement S.A. ("Veolia"), a French société anonyme, Veolia North America, Inc., a Delaware corporation and wholly-owned subsidiary of Veolia ("Veolia North America"), SUEZ S.A., a French société anonyme ("SUEZ"), SUEZ Water Pennsylvania Inc. ("SWPA"), a Pennsylvania corporation, and SUEZ Water Bethel Inc. ("SWB"), a Pennsylvania corporation (together, the "SUEZ Pennsylvania Utilities") (collectively, "Joint Applicants"), hereby file this Joint Petition for Protective Order pursuant to 52 Pa. Code §§ 5.362 & 5.423 and request that the Pennsylvania Public Utility Commission ("Commission") grant protective or confidential treatment of certain proprietary information involved in the above-captioned matter. In support thereof, Joint Applicants submit as follows:

1. On June 11, 2021, the Joint Applicants filed the above-captioned joint applications, which were consolidated, (collectively, the "Joint Application") seeking Commission approval of Veolia's acquisition of a majority or all of the outstanding shares of SUEZ in accordance with a Combination Agreement entered into on May 14, 2021. Because the terms of the Combination Agreement were negotiated specifically for the proposed Transaction,

the terms are not public and disclosure would cause irreparable competitive harm and damage to the Veolia. The Joint Applicants filed the Combination Agreement confidentially with the Commission and explained that the Combination Agreement is of a proprietary and confidential nature because it includes non-public commercially sensitive information.

2. In order to protect the highly confidential information contained in the Combination Agreement and to protect other confidential and proprietary information exchanged during the course of discovery in this proceeding, the Joint Applicants, on July 16, 2021 entered into and executed a Stipulated Protective Agreement, attached hereto as **Petition Appendix A**. The Office of Consumer Advocate and the Office of Small Business Advocate executed the Stipulated Protective Agreement on July 14, 2021 and July 15, 2021, respectively.

3. On October 27, 2021, the Joint Applicants along with the OCA, OSBA, and the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania ("CAUSE-PA") filed a Joint Petition for Approval of Settlement.

4. On October 28, 2021, Presiding Administrative Law Judges ("ALJs") Joel H. Cheskis and Charece Z. Collins presided over a prehearing conference with the parties. During that conference, the Presiding ALJs discussed the recently-filed Joint Petition for Approval of Settlement and suggested that the parties file a Petition for Protective Order.

5. To ensure that the information contained in the highly confidential Combination Agreement and other confidential information exchanged during discovery in this proceeding is kept confidential and is used solely in connection with the proceeding at the above-captioned dockets, Joint Applicants seek a Commission Order granting protective status with respect to the Combination Agreement and information marked confidential in this proceeding. Joint Applicants request that the proprietary information be sealed and not be made available for

public inspection. Joint Applicants additionally request that Highly Confidential Information be furnished for viewing only.

6. As established above, good cause exists for the entry of a Protective Order in the form attached hereto. Therefore, entry of a Protective Order is necessary to protect the business interests of the Joint Applicants.

WHEREFORE, Veolia Environnement S.A., Veolia North America, Inc., SUEZ S.A., SUEZ Water Pennsylvania Inc., and SUEZ Water Bethel Inc. respectfully request that the Commission enter the attached Protective Order.

Respectfully submitted,



Adeolu A. Bakare (ID # 208541)
Kenneth R. Stark (ID # 312945)
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101
Email: abakare@mcneeslaw.com
Email: kstark@mcneeslaw.com

*Attorneys for Attorneys for Veolia Environnement
S.A. and Veolia North America, Inc.*



David P. Zambito (ID # 80017)
Jonathan P. Nase (ID # 44003)
Cozen O'Connor
17 North Second Street, Suite 1410
Harrisburg, PA 17101
Email: dzambito@cozen.com
Email: jnase@cozen.com

*Attorneys for SUEZ S.A., SUEZ Water Pennsylvania
Inc., and SUEZ Water Bethel Inc.*

Dated: November 9, 2021

Petition Appendix A

Stipulated Protective Agreement

[executed on July 16, 2021]

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Veolia Environnement S.A., :
Veolia North America, Inc., SUEZ S.A., :
SUEZ Water Pennsylvania Inc. :
and SUEZ Water Bethel Inc. for all approvals :
pursuant to Sections 1102(a)(3), (4), and 1103 : Docket No. A-2021-3026523 *et al.*
of the Pennsylvania Public Utility Code, and :
as otherwise required under the Pennsylvania :
Public Utility Code for the change in control of :
SUEZ Water Pennsylvania Inc. :
and SUEZ Water Bethel Inc. :

STIPULATED PROTECTIVE AGREEMENT

This Agreement, by and between Veolia Environnement S.A. (“Veolia”), a French *société anonyme*, Veolia North America, Inc., a Delaware corporation and wholly-owned subsidiary of Veolia (“Veolia North America”), SUEZ S.A., a French *société anonyme* (“SUEZ”), SUEZ Water Pennsylvania Inc. (“SWPA”), a Pennsylvania corporation, and SUEZ Water Bethel Inc. (“SWB”), a Pennsylvania corporation (together, the “SUEZ Pennsylvania Utilities”), the Pennsylvania Public Utility Commission’s Bureau of Investigation and Enforcement (“I&E”), the Pennsylvania Office of Consumer Advocate (“OCA”), the Pennsylvania Office of Small Business Advocate (“OSBA”), and other parties that may intervene in this proceeding (individually, “Party” collectively, “Parties”), on whose behalf this Agreement has been executed by their duly authorized counsel undersigned below, establishes procedures for the protection of certain confidential or proprietary information that may be disclosed in the above-captioned proceeding. Intending to be legally bound hereby, the Parties agree as follows:

1. That the information subject to this Stipulated Protective Agreement is all correspondence, documents, data, information, studies, methodologies and other materials, furnished in this proceeding, which are believed by the producing Party to be of a proprietary or

confidential nature and which are so designated by being stamped “Confidential” or “Highly Confidential.” Such materials will be referred to below as “Proprietary Information.”

2. That the Parties may designate as “Confidential” those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public or which, if disclosed freely, would subject that Party or others to risk of competitive disadvantage or other business injury.

3. That the Parties may designate as “Highly Confidential” those materials that are of such a commercially sensitive or of such a private, personal nature that the producing Party is able to justify a heightened level of confidential protection with respect to those materials. For example, but without limitation, “Highly Confidential” information may include Proprietary Information that constitutes or describes: (a) customer names or customer prospects’ names, addresses, annual volumes of water usage or wastewater flows, or other customer-identifying information; (b) marketing plans; (c) competitive strategies or service alternatives; (d) market share projections; (e) competitive pricing or discounting information; (f) highly sensitive or trade secret transactional and financial information; and (g) marketing materials that have not yet been used.

4. That Proprietary Information shall be made available to counsel for the non-producing Party, subject to the terms of this Stipulated Protective Agreement. Such counsel shall use or disclose the Proprietary Information only for purposes of preparing or presenting evidence, cross examination, argument, or for settlement discussions in this proceeding. To the extent required for participation in this proceeding, counsel for a non-producing Party may afford access to Proprietary Information subject to the conditions set forth herein.

5. That “Confidential” information may be made available to a “Reviewing Representative” who is a person who has signed a Non-Disclosure Certificate in the form attached as **Appendix A** hereto and who is:

- (i) an attorney for one of the Parties to this Stipulated Protective Agreement who has entered an appearance in this proceeding;
- (ii) an attorney, paralegal, or other employee associated for purposes of this proceeding with an attorney described in subparagraph 5(i);
- (iii) an expert or an employee of an expert retained by a Party to this Stipulated Protective Agreement for the purpose of advising, preparing for or testifying in this proceeding;
- (iv) an employee or other representative of a Party to this Stipulated Protective Agreement with significant responsibility in this proceeding; or
- (v) a person mutually agreed to by the Parties to this Stipulated Protective Agreement.

Provided, however, that no Reviewing Representative may be a “Restricted Person.” For the purpose of this Stipulated Protective Agreement, “Restricted Person” shall mean: (a) an officer, director, stockholder, partner, or owner of any competitor of a Party to this Stipulated Protective Agreement or an employee of such an entity if the employee’s duties involve marketing or pricing of the competitor’s products or services; (b) an officer, director, stockholder, partner, or owner of any affiliate of a competitor of a Party to this Stipulated Protective Agreement (including any association of competitors of a Party) or an employee of such an entity if the employee’s duties involve marketing or pricing of the competitor’s products or services; (c) an officer, director, stockholder, owner or employee of a competitor of a customer of a Party to this Stipulated Protective Agreement if the Proprietary Information concerns any specific, identifiable customer of a Party; (d) an officer, director, stockholder, owner or employee of an affiliate of a competitor of a customer of a Party to this Stipulated Protective Agreement if the Proprietary Information concerns a specific, identifiable customer of the Party; (e) an officer, director, stockholder, owner

or employee of an entity which has provided water or wastewater services to a Party in the last twenty-four (24) months; or (f) an officer, director, stockholder, owner or employee of an affiliate of an entity which has provided water or wastewater services to a Party in the last twenty-four (24) months; provided, however, that no expert shall be disqualified on account of being a stockholder, partner, or owner unless that expert's interest in the business would provide a significant motive for violation of the limitations of permissible use of the Proprietary Information. For purposes of this Stipulated Protective Agreement, stocks, partnership or other ownership interests valued at more than \$10,000 or constituting more than a one percent interest in a business establishes a significant motive for violation. The Office of Small Business Advocate's ("OSBA") consultant, Mr. Brian Kalcic, will not be considered a "Restricted Person," provided that Mr. Kalcic does not share, distribute, or discuss the Proprietary Information with any person except authorized OSBA representatives.

6. If an expert for a Party to this Stipulated Protective Agreement, another member of the expert's firm or the expert's firm also serves as an expert for, or as a consultant or advisor to, a Restricted Person, said expert must: (a) identify for the other Party to this Stipulated Protective Agreement each Restricted Person and each expert or consultant; (b) make reasonable attempts to segregate those personnel assisting in the expert's participation in this proceeding from those personnel working on behalf of a Restricted Person; and (c) if segregation of such personnel is impractical, the expert shall give to the producing Party written assurances that the lack of segregation will in no way jeopardize the interests of the Party or its customers. The Parties retain the right to challenge the adequacy of the written assurances that the Parties or their customers' interests will not be jeopardized.

7. That “Highly Confidential” information may be made available to a “Reviewing Representative” who has signed a Non-Disclosure Certificate in the form attached as **Appendix A** hereto and who is:

- (i) an attorney for one of the Parties to this Stipulated Protective Agreement who has entered an appearance in this proceeding;
- (ii) an attorney, paralegal, or other employee associated for purposes of this proceeding with an attorney described in subparagraph 7(i);
- (iii) an expert or an employee of an expert retained by a Party to this Stipulated Protective Agreement for the purpose of advising, preparing for or testifying in this proceeding; or
- (iv) a person mutually agreed to by the Parties to this Stipulated Protective Agreement.

Provided, however, that a Reviewing Representative of Highly Confidential information shall not be a “Restricted Person” as defined in Paragraph 5 or include any employee or agent of a customer of a Party to this Stipulated Protective Agreement, a competitor of a Party to this Stipulated Protective Agreement or a competitor of a customer of a Party to this Stipulated Protective Agreement, whose duties include: (a) the marketing, sale or purchase of water or wastewater services; (b) management regarding or supervision of any employee whose duties include the marketing, sale or purchase of water or wastewater services for a competitor of a Party to this Stipulated Protective Agreement or a customer of the Party; (c) consulting services for a competitor of a Party to this Stipulated Protective Agreement or a customer of the Party regarding the marketing, sale or purchase of water or wastewater services; or (d) other strategic business activities in which use of market sensitive information could be reasonably expected to cause competitive harm to a Party or to a customer of a Party to this Stipulated Protective Agreement.

8. If any person who has had access to Proprietary Information subsequently is assigned to perform any duties which would make that person ineligible to be a Reviewing

Representative of “Confidential” or “Highly Confidential” information, that person shall immediately inform the producing Party of his or her new duties, shall dispose of any Proprietary Information and any information derived therefrom in his or her possession, and shall continue to comply with the requirements of this Stipulated Protective Agreement with regard to the Proprietary Information to which that person previously had access.

9. That no other persons may have access to the Proprietary Information except as authorized by order of the Pennsylvania Public Utility Commission (“Commission”) or the Presiding Administrative Law Judge.

10. That qualified “Reviewing Representatives of Highly Confidential” information may review and discuss “Highly Confidential” information with their client or with the entity with which they are employed or associated, to the extent that the client or entity is not a “Restricted Person,” but may not share with or permit the client or entity to review the “Highly Confidential” information. Such discussions must be general in nature and not disclose specific “Highly Confidential” information; provided, however, that counsel for I&E, OCA, and OSBA may share proprietary information with the I&E Director, Consumer Advocate, and Small Business Advocate, respectively, without obtaining a Non-Disclosure certificate from these individuals, provided that these individuals otherwise abide by the terms of the Protective Agreement.

11. That Proprietary Information shall be treated by non-producing Parties to this Stipulated Protective Agreement and by all Reviewing Representatives in accordance with the certificate executed pursuant to Paragraph 13. Information deemed Proprietary Information shall not be used except as necessary for the conduct of this proceeding, nor shall it be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this

proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding.

12. That Reviewing Representatives may not use information contained in any Proprietary Information obtained through this proceeding to give any commercial advantage. If a Party wishes to designate as a Reviewing Representative a person not described in Paragraphs 5(i)-(iv) and 7(i)-(iii) above, the Party shall seek agreement from the Party providing the Proprietary Information. If an agreement is reached, that person shall be a Reviewing Representative with respect to those materials. If no agreement is reached, the Party shall submit the disputed designation to the presiding Administrative Law Judge for resolution.

13. That a Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Proprietary Information pursuant to this Stipulated 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 attorney's instruction, supervision or control need not do so. A copy of the Non-Disclosure Certificate executed by each Reviewing Representative shall be provided to counsel for the Party asserting confidentiality prior to disclosure of any Proprietary Information to that Reviewing Representative.

14. That attorneys and outside experts qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Stipulated Protective Agreement.

15. That none of the Parties waive their right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Proprietary Information.

16. That the producing Party shall designate data or documents as constituting or containing Proprietary Information by stamping the documents “Confidential” or “Highly Confidential.” Where only part of data compilations or multi-page documents constitutes or contains Proprietary Information, the Parties, insofar as reasonably practicable within discovery and other time constraints imposed in this proceeding, shall designate only the specific data or pages of documents which constitute or contain Proprietary Information. The Proprietary Information shall be made available for review in a manner mutually acceptable by counsel of record who have executed an acceptable confidentiality agreement.

17. That the non-producing Party will consider and treat the Proprietary Information as within the definition of “confidential information” in Section 102 of the Pennsylvania Right-to-Know Law of 2008, 65 P.S. § 67.102 and subject to exemptions from disclosure as provided for in Section 708 of the Pennsylvania Right-to-Know Law of 2008, 65 P.S. § 67.708, until the information is found by a tribunal with jurisdiction to be not confidential or subject to one or more exemptions.

18. That any public reference to Proprietary Information by a Party shall be to the title or exhibit reference in sufficient detail to permit persons with access to the Proprietary Information to understand fully the reference and not more. The Proprietary Information shall remain a part of the record, to the extent admitted, for all purposes of administrative or judicial review.

19. That, when a statement or exhibit is identified for the record, the portions thereof that constitute Proprietary Information shall be designated as such for the record.

20. That any part of the record of this proceeding containing Proprietary Information, including but not limited to all exhibits, writings, testimony, cross examination and argument, and including reference thereto as mentioned in Paragraph 18 above, shall be sealed for all purposes, including administrative and judicial review, unless such Proprietary Information is released from the restrictions of this Stipulated Protective Agreement, either through the agreement of the Parties to this Stipulated Protective Agreement or pursuant to an order of the Commission.

21. That the Parties shall retain the right to question or challenge the confidential or proprietary nature of Proprietary Information and to question or challenge the admissibility of Proprietary Information. If a Party challenges the designation of a document or information as proprietary, the Party providing the information retains the burden of demonstrating that the designation is appropriate.

22. That the Parties shall retain the right to object to the production of Proprietary Information on any proper ground; to refuse to produce Proprietary Information pending the adjudication of the objection; and to seek additional measures of protection of Proprietary Information beyond those provided in this Stipulated Protective Agreement.

23. That within 30 days after a Commission final order is entered in the above-captioned proceeding, or in the event of appeals, within 30 days after appeals are finally decided, the non-producing Party, upon request, shall either destroy or return to the producing Party all copies of all documents and other materials not entered into the record, including notes, which contain any Proprietary Information. In the event that the non-producing Party elects to destroy all copies of documents and other materials containing Proprietary Information instead of returning the copies of documents and other materials containing Proprietary Information to the producing

Party, the non-producing Party shall certify in writing to the other Party that the Proprietary Information has been destroyed.

Agreed:

Veolia Environnement S.A.

Veolia North America, Inc.

By:  _____

By:  _____

Dated: 07/16/2021 _____

Dated: 07/16/2021 _____

SUEZ S.A.

SUEZ Water Pennsylvania Inc.

By: _____

By: _____

Dated: _____

Dated: _____

SUEZ Water Bethel Inc.

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement

By: _____

By: _____

Dated: _____

Dated: _____

Pennsylvania Office of Consumer Advocate

Pennsylvania Office of Small Business
Advocate

By: /s/Erin L. Gannon _____

By: _____

Dated: July 14, 2021 _____

Dated: _____

Agreed:

Veolia Environnement S.A.

Veolia North America, Inc.

By: _____

By: _____

Dated: _____

Dated: _____

SUEZ S.A.

SUEZ Water Pennsylvania Inc.

By:  _____

By:  _____

Dated: July 14, 2021 _____

Dated: July 14, 2021 _____

SUEZ Water Bethel Inc.

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement

By:  _____

By: _____

Dated: July 14, 2021 _____

Dated: _____

Pennsylvania Office of Consumer Advocate

Pennsylvania Office of Small Business
Advocate

By: _____

By: _____

Dated: _____

Dated: _____

Agreed:

Veolia Environnement S.A.

Veolia North America, Inc.

By: _____

By: _____

Dated: _____

Dated: _____

SUEZ S.A.

SUEZ Water Pennsylvania Inc.

By: _____

By: _____

Dated: _____

Dated: _____

SUEZ Water Bethel Inc.

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement

By: _____

By: _____

Dated: _____

Dated: _____

Pennsylvania Office of Consumer Advocate

Pennsylvania Office of Small Business
Advocate

By: _____

By: /s/ Erin K. Fure

Dated: _____

Dated: July 15, 2021

APPENDIX A

Joint Application of Veolia Environnement S.A., :
 Veolia North America, Inc., SUEZ S.A., :
 SUEZ Water Pennsylvania Inc. :
 and SUEZ Water Bethel Inc. for all approvals :
 pursuant to Sections 1102(a)(3), (4), and 1103 : Docket No. A-2021-3026523 *et al.*
 of the Pennsylvania Public Utility Code, and :
 as otherwise required under the Pennsylvania :
 Public Utility Code for the change in control of :
 SUEZ Water Pennsylvania Inc. :
 and SUEZ Water Bethel Inc. :

NON-DISCLOSURE CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned is a Reviewing Representative of the Veolia Environnement S.A. and Veolia North America, Inc., a party to this proceeding (“Party”), and is not, or has no knowledge or basis for believing that he/she is a “Restricted Person” as that term is defined in Paragraph 5 of the Stipulated Protective Agreement executed on behalf of the Party with regard to the above-referenced proceeding or prohibited from being a “Reviewing Representative of Highly Confidential information” pursuant to Paragraph 7 of the Stipulated Protective Agreement. The undersigned has read and understands the Stipulated Protective Agreement in the above-referenced proceeding, which Stipulated Protective Agreement deals with the treatment of Proprietary Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Stipulated Protective Agreement.

Adeolu A. Bakare
 Name


 Signature

100 Pine Street, Harrisburg, PA 17101
 Address

McNees Wallace & Nurick LLC
 Employer

APPENDIX A

Joint Application of Veolia Environnement S.A.,	:	
Veolia North America, Inc., SUEZ S.A.,	:	
SUEZ Water Pennsylvania Inc.	:	
and SUEZ Water Bethel Inc. for all approvals	:	
pursuant to Sections 1102(a)(3), (4), and 1103	:	Docket No. A-2021-3026523 <i>et al.</i>
of the Pennsylvania Public Utility Code, and	:	
as otherwise required under the Pennsylvania	:	
Public Utility Code for the change in control of	:	
SUEZ Water Pennsylvania Inc.	:	
and SUEZ Water Bethel Inc.	:	

NON-DISCLOSURE CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned is a Reviewing Representative of the Veolia Environnement S.A. and Veolia North America, Inc., a party to this proceeding (“Party”), and is not, or has no knowledge or basis for believing that he/she is a “Restricted Person” as that term is defined in Paragraph 5 of the Stipulated Protective Agreement executed on behalf of the Party with regard to the above-referenced proceeding or prohibited from being a “Reviewing Representative of Highly Confidential information” pursuant to Paragraph 7 of the Stipulated Protective Agreement. The undersigned has read and understands the Stipulated Protective Agreement in the above-referenced proceeding, which Stipulated Protective Agreement deals with the treatment of Proprietary Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Stipulated Protective Agreement.

Kenneth R. Stark
Name


Signature

100 Pine Street, Harrisburg, PA 17101
Address

McNees Wallace & Nurick LLC
Employer

APPENDIX A

Joint Application of Veolia Environnement S.A.,	:	
Veolia North America, Inc., SUEZ S.A.,	:	
SUEZ Water Pennsylvania Inc.	:	
and SUEZ Water Bethel Inc. for all approvals	:	
pursuant to Sections 1102(a)(3), (4), and 1103	:	Docket No. A-2021-3026523 <i>et al.</i>
of the Pennsylvania Public Utility Code, and	:	
as otherwise required under the Pennsylvania	:	
Public Utility Code for the change in control of	:	
SUEZ Water Pennsylvania Inc.	:	
and SUEZ Water Bethel Inc.	:	

NON-DISCLOSURE CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned is a Reviewing Representative of the Veolia Environnement S.A. and Veolia North America, Inc., a party to this proceeding (“Party”), and is not, or has no knowledge or basis for believing that he/she is a “Restricted Person” as that term is defined in Paragraph 5 of the Stipulated Protective Agreement executed on behalf of the Party with regard to the above-referenced proceeding or prohibited from being a “Reviewing Representative of Highly Confidential information” pursuant to Paragraph 7 of the Stipulated Protective Agreement. The undersigned has read and understands the Stipulated Protective Agreement in the above-referenced proceeding, which Stipulated Protective Agreement deals with the treatment of Proprietary Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Stipulated Protective Agreement.

Teresa Harrold
Name


Signature

100 Pine Street, Harrisburg, PA 17101
Address

McNeese Wallace & Nurick LLC
Employer

APPENDIX A

Joint Application of Veolia Environnement S.A., :
 Veolia North America, Inc., SUEZ S.A., :
 SUEZ Water Pennsylvania Inc. :
 and SUEZ Water Bethel Inc. for all approvals :
 pursuant to Sections 1102(a)(3), (4), and 1103 : Docket No. A-2021-____
 of the Pennsylvania Public Utility Code, and :
 as otherwise required under the Pennsylvania :
 Public Utility Code for the change in control of :
 SUEZ Water Pennsylvania Inc. :
 and SUEZ Water Bethel Inc. :

NON-DISCLOSURE CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned is a Reviewing Representative for **SUEZ S.A., SUEZ Water Pennsylvania Inc., and SUEZ Water Bethel Inc.**, a party to this proceeding (“Party”), and is not, or has no knowledge or basis for believing that he/she is a “Restricted Person” as that term is defined in Paragraph 5 of the Stipulated Protective Agreement executed on behalf of the Party with regard to the above-referenced proceeding or prohibited from being a “Reviewing Representative of Highly Confidential information” pursuant to Paragraph 7 of the Stipulated Protective Agreement. The undersigned has read and understands the Stipulated Protective Agreement in the above-referenced proceeding, which Stipulated Protective Agreement deals with the treatment of Proprietary Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Stipulated Protective Agreement.

David P. Zambito
 Name

17 N. 2nd St., Suite 1410, Harrisburg, PA 17101
 Address


 Signature

Cozen O’Connor
 Employer

APPENDIX A

Joint Application of Veolia Environnement S.A., :
 Veolia North America, Inc., SUEZ S.A., :
 SUEZ Water Pennsylvania Inc. :
 and SUEZ Water Bethel Inc. for all approvals :
 pursuant to Sections 1102(a)(3), (4), and 1103 : Docket No. A-2021-_____
 of the Pennsylvania Public Utility Code, and :
 as otherwise required under the Pennsylvania :
 Public Utility Code for the change in control of :
 SUEZ Water Pennsylvania Inc. :
 and SUEZ Water Bethel Inc. :

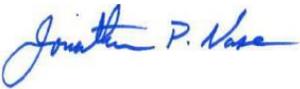
NON-DISCLOSURE CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned is a Reviewing Representative for **SUEZ S.A., SUEZ Water Pennsylvania Inc., and SUEZ Water Bethel Inc.**, a party to this proceeding (“Party”), and is not, or has no knowledge or basis for believing that he/she is a “Restricted Person” as that term is defined in Paragraph 5 of the Stipulated Protective Agreement executed on behalf of the Party with regard to the above-referenced proceeding or prohibited from being a “Reviewing Representative of Highly Confidential information” pursuant to Paragraph 7 of the Stipulated Protective Agreement. The undersigned has read and understands the Stipulated Protective Agreement in the above-referenced proceeding, which Stipulated Protective Agreement deals with the treatment of Proprietary Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Stipulated Protective Agreement.

Jonathan P. Nase
 Name

17 N. 2nd St., Suite 1410, Harrisburg, PA 17101
 Address


 Signature

Cozen O’Connor
 Employer

APPENDIX A

Joint Application of Veolia Environnement S.A., :
 Veolia North America, Inc., SUEZ S.A., :
 SUEZ Water Pennsylvania Inc. :
 and SUEZ Water Bethel Inc. for all approvals :
 pursuant to Sections 1102(a)(3), (4), and 1103 : Docket No. A-2021-____
 of the Pennsylvania Public Utility Code, and :
 as otherwise required under the Pennsylvania :
 Public Utility Code for the change in control of :
 SUEZ Water Pennsylvania Inc. :
 and SUEZ Water Bethel Inc. :

NON-DISCLOSURE CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned is a Reviewing Representative of the OSBA, a party to this proceeding ("Party"), and is not, or has no knowledge or basis for believing that he/she is a "Restricted Person" as that term is defined in Paragraph 5 of the Stipulated Protective Agreement executed on behalf of the Party with regard to the above-referenced proceeding or prohibited from being a "Reviewing Representative of Highly Confidential information" pursuant to Paragraph 7 of the Stipulated Protective Agreement. The undersigned has read and understands the Stipulated Protective Agreement in the above-referenced proceeding, which Stipulated Protective Agreement deals with the treatment of Proprietary Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Stipulated Protective Agreement.

Brian Kalcic
 Name

Suite 720
225 S. Main St Ave
ST. LOUIS, MO 63105
 Address

Brian Kalcic
 Signature

d/b/a Excel Consulting
 Employer

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint Application of Veolia Environnement S.A.,	:	
Veolia North America, Inc., SUEZ S.A.,	:	
SUEZ Water Pennsylvania Inc.	:	
and SUEZ Water Bethel Inc. for all approvals	:	
pursuant to Sections 1102(a)(3), (4), and 1103	:	Docket Nos. A-2021-3026515
of the Pennsylvania Public Utility Code, and	:	A-2021-3026522
as otherwise required under the Pennsylvania	:	A-2021-3026523
Public Utility Code for the change in control of	:	
SUEZ Water Pennsylvania Inc.	:	
and SUEZ Water Bethel Inc.	:	

PROTECTIVE ORDER

IT IS ORDERED THAT:

1. This Protective Order is hereby granted with respect to all materials and information identified in Paragraph 2 of this Protective Order which are filed with the Commission, produced in discovery, or otherwise presented during this proceeding. Veolia Environnement S.A. ("Veolia"), a French société anonyme, Veolia North America, Inc., a Delaware corporation and wholly-owned subsidiary of Veolia ("Veolia North America"), SUEZ S.A., a French société anonyme ("SUEZ"), SUEZ Water Pennsylvania Inc. ("SWPA"), a Pennsylvania corporation, and SUEZ Water Bethel Inc. ("SWB"), a Pennsylvania corporation (together, the "SUEZ Pennsylvania Utilities") (collectively, "Joint Applicants"), and all other parties who may subsequently appear in this proceeding are collectively referred to herein as "Parties" or individually as a "Party." All persons now and hereafter granted access to the materials and information identified in Paragraph 2 of this Protective Order shall use and disclose such information only in accordance with this Order.

1. That the information subject to this Order is all correspondence, documents, data, information, studies, methodologies and other materials, furnished in this proceeding, which are believed by the producing Party to be of a proprietary or confidential nature and which are so designated by being stamped “Confidential” or “Highly Confidential.” Such materials will be referred to below as “Proprietary Information.”

2. That the Parties may designate as “Confidential” those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public or which, if disclosed freely, would subject that Party or others to risk of competitive disadvantage or other business injury.

3. That the Parties may designate as “Highly Confidential” those materials that are of such a commercially sensitive or of such a private, personal nature that the producing Party is able to justify a heightened level of confidential protection with respect to those materials. For example, but without limitation, “Highly Confidential” information may include Proprietary Information that constitutes or describes: (a) customer names or customer prospects’ names, addresses, annual volumes of water usage or wastewater flows, or other customer-identifying information; (b) marketing plans; (c) competitive strategies or service alternatives; (d) market share projections; (e) competitive pricing or discounting information; (f) highly sensitive or trade secret transactional and financial information; and (g) marketing materials that have not yet been used.

4. That Proprietary Information shall be made available to counsel for the non-producing Party, subject to the terms of this Protective Order. Such counsel shall use or disclose the Proprietary Information only for purposes of preparing or presenting evidence, cross examination, argument, or for settlement discussions in this proceeding. To the extent required

for participation in this proceeding, counsel for a non-producing Party may afford access to Proprietary Information subject to the conditions set forth herein.

5. That “Confidential” information may be made available to a “Reviewing Representative” who is a person who has signed a Non-Disclosure Certificate in the form attached as **Appendix A** hereto and who is:

- (i) an attorney for one of the Parties who has entered an appearance in this proceeding;
- (ii) an attorney, paralegal, or other employee associated for purposes of this proceeding with an attorney described in subparagraph 5(i);
- (iii) an expert or an employee of an expert retained by a Party for the purpose of advising, preparing for or testifying in this proceeding;
- (iv) an employee or other representative of a Party with significant responsibility in this proceeding; or
- (v) a person mutually agreed to by the Parties.

Provided, however, that no Reviewing Representative may be a “Restricted Person.” For the purpose of this Protective Order, “Restricted Person” shall mean: (a) an officer, director, stockholder, partner, or owner of any competitor of a Party to this Protective Order or an employee of such an entity if the employee’s duties involve marketing or pricing of the competitor’s products or services; (b) an officer, director, stockholder, partner, or owner of any affiliate of a competitor of a Party to (including any association of competitors of a Party) or an employee of such an entity if the employee’s duties involve marketing or pricing of the competitor’s products or services; (c) an officer, director, stockholder, owner or employee of a competitor of a customer of a Party if the Proprietary Information concerns any specific, identifiable customer of a Party; (d) an officer, director, stockholder, owner or employee of an affiliate of a competitor of a customer of a Party to this if the Proprietary Information concerns a specific, identifiable customer of the Party; (e) an officer, director, stockholder, owner or

employee of an entity which has provided water or wastewater services to a Party in the last twenty-four (24) months; or (f) an officer, director, stockholder, owner or employee of an affiliate of an entity which has provided water or wastewater services to a Party in the last twenty-four (24) months; provided, however, that no expert shall be disqualified on account of being a stockholder, partner, or owner unless that expert's interest in the business would provide a significant motive for violation of the limitations of permissible use of the Proprietary Information. For purposes of this Protective Order, stocks, partnership or other ownership interests valued at more than \$10,000 or constituting more than a one percent interest in a business establishes a significant motive for violation. The Office of Small Business Advocate's ("OSBA") consultant, Mr. Brian Kalcic, will not be considered a "Restricted Person," provided that Mr. Kalcic does not share, distribute, or discuss the Proprietary Information with any person except authorized OSBA representatives.

6. If an expert for a Party, another member of the expert's firm or the expert's firm also serves as an expert for, or as a consultant or advisor to, a Restricted Person, said expert must: (a) identify for the other Party each Restricted Person and each expert or consultant; (b) make reasonable attempts to segregate those personnel assisting in the expert's participation in this proceeding from those personnel working on behalf of a Restricted Person; and (c) if segregation of such personnel is impractical, the expert shall give to the producing Party written assurances that the lack of segregation will in no way jeopardize the interests of the Party or its customers. The Parties retain the right to challenge the adequacy of the written assurances that the Parties or their customers' interests will not be jeopardized.

7. That “Highly Confidential” information may be made available to a “Reviewing Representative” who has signed a Non-Disclosure Certificate in the form attached as **Appendix**

A hereto and who is:

- (i) an attorney for one of the Parties who has entered an appearance in this proceeding;
- (ii) an attorney, paralegal, or other employee associated for purposes of this proceeding with an attorney described in subparagraph 7(i);
- (iii) an expert or an employee of an expert retained by a Party for the purpose of advising, preparing for or testifying in this proceeding; or
- (iv) a person mutually agreed to by the Parties.

Provided, however, that a Reviewing Representative of Highly Confidential information shall not be a “Restricted Person” as defined in Paragraph 5 or include any employee or agent of a customer of a Party, a competitor of a Party or a competitor of a customer of a Party, whose duties include: (a) the marketing, sale or purchase of water or wastewater services; (b) management regarding or supervision of any employee whose duties include the marketing, sale or purchase of water or wastewater services for a competitor of a Party or a customer of the Party; (c) consulting services for a competitor of a Party or a customer of the Party regarding the marketing, sale or purchase of water or wastewater services; or (d) other strategic business activities in which use of market sensitive information could be reasonably expected to cause competitive harm to a Party or to a customer of a Party.

8. If any person who has had access to Proprietary Information subsequently is assigned to perform any duties which would make that person ineligible to be a Reviewing Representative of “Confidential” or “Highly Confidential” information, that person shall immediately inform the producing Party of his or her new duties, shall dispose of any Proprietary Information and any information derived therefrom in his or her possession, and shall continue to

comply with the requirements of this Protective Order with regard to the Proprietary Information to which that person previously had access.

9. That no other persons may have access to the Proprietary Information except as authorized by order of the Pennsylvania Public Utility Commission (“Commission”) or the Presiding Administrative Law Judge.

10. That qualified “Reviewing Representatives of Highly Confidential” information may review and discuss “Highly Confidential” information with their client or with the entity with which they are employed or associated, to the extent that the client or entity is not a “Restricted Person,” but may not share with or permit the client or entity to review the “Highly Confidential” information. Such discussions must be general in nature and not disclose specific “Highly Confidential” information; provided, however, that counsel for I&E, OCA, and OSBA may share proprietary information with the I&E Director, Consumer Advocate, and Small Business Advocate, respectively, without obtaining a Non-Disclosure Certificate from these individuals, provided that these individuals otherwise abide by the terms of the Protective Order.

11. That Proprietary Information shall be treated by non-producing Parties to this Protective Order and by all Reviewing Representatives in accordance with the certificate executed pursuant to Paragraph 13. Information deemed Proprietary Information shall not be used except as necessary for the conduct of this proceeding, nor shall it be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person’s responsibilities in this proceeding.

12. That Reviewing Representatives may not use information contained in any Proprietary Information obtained through this proceeding to give any commercial advantage. If

a Party wishes to designate as a Reviewing Representative a person not described in Paragraphs 5(i)-(iv) and 7(i)-(iii) above, the Party shall seek agreement from the Party providing the Proprietary Information. If an agreement is reached, that person shall be a Reviewing Representative with respect to those materials. If no agreement is reached, the Party shall submit the disputed designation to the presiding Administrative Law Judge for resolution.

13. That a Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Proprietary Information pursuant to this Protective Order unless that Reviewing Representative has first executed a Non-Disclosure Certificate in the form provided in **Appendix A**, provided that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of the Non-Disclosure Certificate executed by each Reviewing Representative shall be provided to counsel for the Party asserting confidentiality prior to disclosure of any Proprietary Information to that Reviewing Representative.

14. That attorneys and outside experts qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Protective Order.

15. That none of the Parties waive their right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Proprietary Information.

16. That the producing Party shall designate data or documents as constituting or containing Proprietary Information by stamping the documents "Confidential" or "Highly Confidential." Where only part of data compilations or multi-page documents constitutes or

contains Proprietary Information, the Parties, insofar as reasonably practicable within discovery and other time constraints imposed in this proceeding, shall designate only the specific data or pages of documents which constitute or contain Proprietary Information.

17. The Commission and all parties, including the statutory or public advocates and any other agency or department of state government will consider and treat the Proprietary Information as within the definition of “confidential information” in Section 102 of the Pennsylvania Right-to-Know Law of 2008, 65 P.S. § 67.102 and subject to exemptions from disclosure as provided for in Section 708 of the Pennsylvania Right-to-Know Law of 2008, 65 P.S. § 67.708, until the information is found by a tribunal with jurisdiction to be non-proprietary.

18. That any public reference to Proprietary Information by a Party shall be to the title or exhibit reference in sufficient detail to permit persons with access to the Proprietary Information to understand fully the reference and not more. The Proprietary Information shall remain a part of the record, to the extent admitted, for all purposes of administrative or judicial review.

19. That, when a statement or exhibit is identified for the record, the portions thereof that constitute Proprietary Information shall be designated as such for the record.

20. That any part of the record of this proceeding containing Proprietary Information, including but not limited to all exhibits, writings, testimony, cross examination and argument, and including reference thereto as mentioned in Paragraph 18 above, shall be sealed for all purposes, including administrative and judicial review, unless such Proprietary Information is released from the restrictions of this Protective Order, either through the agreement of the Parties or pursuant to an order of the Commission.

21. That the Parties shall retain the right to question or challenge the confidential or proprietary nature of Proprietary Information and to question or challenge the admissibility of Proprietary Information. If a Party challenges the designation of a document or information as proprietary, the Party providing the information retains the burden of demonstrating that the designation is appropriate.

22. That the Parties shall retain the right to object to the production of Proprietary Information on any proper ground; to refuse to produce Proprietary Information pending the adjudication of the objection; and to seek additional measures of protection of Proprietary Information beyond those provided in this Protective Order.

23. That within 30 days after a Commission final order is entered in the above-captioned proceeding, or in the event of appeals, within 30 days after appeals are finally decided, the non-producing Party, upon request, shall either destroy or return to the producing Party all copies of all documents and other materials not entered into the record, including notes, which contain any Proprietary Information. In the event that the non-producing Party elects to destroy all copies of documents and other materials containing Proprietary Information instead of returning the copies of documents and other materials containing Proprietary Information to the producing Party, the non-producing Party shall certify in writing to the other Party that the Proprietary Information has been destroyed.

Dated: _____

Joel Cheskis
Administrative Law Judge

Charece Collins
Administrative Law Judge

APPENDIX A

Joint Application of Veolia Environnement S.A., :
Veolia North America, Inc., SUEZ S.A., :
SUEZ Water Pennsylvania Inc. :
and SUEZ Water Bethel Inc. for all approvals :
pursuant to Sections 1102(a)(3), (4), and 1103 : Docket Nos. A-2021-3026515
of the Pennsylvania Public Utility Code, and : A-2021-3026522
as otherwise required under the Pennsylvania : A-2021-3026523
Public Utility Code for the change in control of :
SUEZ Water Pennsylvania Inc. :
and SUEZ Water Bethel Inc. :

NON-DISCLOSURE CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned has read and understands the attached Protective Order in the above-referenced proceeding, which deals with the treatment of Proprietary Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Protective Order, which are incorporated herein by reference.

Name

Address

Signature

Employer