

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of UGI Utilities, Inc – Electric	:	P-2024-3049343
Division for Approval of a Default Service	:	G-2024-3049351
Plan for the period of June 1, 2025 through	:	
May 31, 2029	:	
	:	
Penn Renewables, LLC	:	C-2024-3049618
	:	
v.	:	
	:	
UGI Utilities, Inc. – Electric Division	:	

**ORDER GRANTING MOTION FOR PROTECTIVE ORDER**

On May 31, 2024, UGI Utilities, Inc. – Electric Division (“UGI”), filed the Petition of UGI Utilities, Inc. – Electric Division for Approval of a Default Service Plan for the Period June 1, 2025 through May 31, 2029 (“Petition”), along with direct testimony of prospective witnesses and related documents. UGI also requested approval of Associated Potential Transactions with Affiliated Entities.

The Petition was published in the June 22, 2024, version of the Pennsylvania Bulletin with a Protest, Intervention, and Answer deadline of July 12, 2024. Answers were filed against the Petition by the Office of Consumer Advocate and the Office of Small Business Advocate, and a Formal Complaint against the Petition was filed by Penn Renewables, LLC.

On August 28, 2024, UGI filed a Motion for Protective Order. UGI indicated in its Petition that no party objected to the Petition.

Under 52 Pa. Code §§ 5.362(a)(7) and 5.365, Presiding Officers may issue a Protective Order to limit or prohibit disclosure of Proprietary Information where the potential harm to a participant would be substantial and outweighs the public’s interest in having access to the Proprietary Information. In applying this standard, relevant factors to be considered include:

the extent to which disclosure would cause unfair economic or competitive damage; the extent to which the information may already be known by others; and the potential value of such information to the participant and the participant's competitors and trade partners. 52 Pa. Code §§ 5.365(a)(1) – (3).

After review of the Petition, the relevant provisions of the Commission's regulations, and upon considering that no party has indicated that it opposed the Protective Order, UGI's Motion for Protective Order will be granted.

The following Order is adopted:

ORDER

THEREFORE,

IT IS ORDERED:

1. The Motion is hereby granted with respect to all materials and information identified in Paragraphs 3 and 4 below.
2. That the materials subject to this Protective Order are 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."
3. 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.

4. 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.

5. 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, or 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.

6. Proprietary Information produced in this proceeding shall be made available to the Pennsylvania Public Utility Commission (“Commission”) and its Staff. For purposes of filing, to the extent that Proprietary Information is placed in the Commission’s report folders, such information shall be handled in accordance with routine Commission procedures inasmuch as the report folders are not subject to public disclosure. To the extent that Proprietary Information is placed in the Commission’s testimony or document folders, such information shall be separately bound, conspicuously marked, and accompanied by a copy of this Protective Order. Public inspection of Protected Information shall be permitted only in accordance with this Protective Order.

7. 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 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;
- (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; and (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; 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 (excluding mutual funds) or constituting more than a one percent interest in a business establishes a significant motive for violation. The Office of Small Business’s (“OSBA”) consultant, Mr. Mark Ewen, will not be considered a “Restricted Person,” provided that Mr. Ewen does not share, distribute, or discuss the Proprietary Information with any person except authorized OSBA representatives.

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.

8. 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 8(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, further, that in accordance with the provisions of Sections 5.362 and 5.365(e) of the Commission's Rules of Practice and Procedure, 52 Pa. Code §§ 5.362, 5.365(e), any party may, by subsequent objection or motion, seek further protection with respect to HIGHLY CONFIDENTIAL information and materials, including, but not limited to, total prohibition of disclosure or limitation of disclosure only to particular parties.

9. 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.

10. That no other persons may have access to the Proprietary Information except as authorized by order of the Commission or the Presiding Administrative Law Judges.

11. 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 Office of Consumer Advocate (“OCA”), and the OSBA may share proprietary information with the Consumer Advocate and Deputy Consumer Advocate and the 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.

12. 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 Paragraphs 7 and 8 of this Protective Order. 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.

13. 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 7(i)-(iv) and 8(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.

14. 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.

15. 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.

16. 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.

17. 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 served in an envelope separate from the nonproprietary materials, and the envelope shall be conspicuously marked "Confidential" or "Highly Confidential."

18. That the non-producing Party will consider and treat the Proprietary Information as within the exemptions from disclosure provided in Section 335(d) of the Public Utility Code, 66 Pa. C.S. § 335(d), as applicable, and is within the definition of "confidential proprietary information" in the Pennsylvania Right-to-Know Law, Act of February 14, 2008, P.L. 6, 65 P.S. §§ 67.101-67.3104, until such time as the information is found to be non-proprietary. In the event that any person or entity seeks to compel the disclosure of Proprietary Information, the non-producing Party shall promptly notify the producing Party in order to provide the producing Party an opportunity to oppose or limit such disclosure.

19. 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.

20. 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.

21. 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 17 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.

22. 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.

23. 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.

24. 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.

Date: September 26, 2024

\_\_\_\_\_/s/  
Dennis J. Buckley  
Administrative Law Judge

\_\_\_\_\_/s/  
Alphonso Arnold III  
Administrative Law Judge

**APPENDIX A**  
**BEFORE THE**  
**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of UGI Utilities, Inc – Electric	:	P-2024-3049343
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	:	
Penn Renewables, LLC	:	C-2024-3049618
	:	
v.	:	
	:	
UGI Utilities, Inc. – Electric Division	:	

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**NON-DISCLOSURE CERTIFICATE**

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**TO WHOM IT MAY CONCERN:**

The undersigned is a Reviewing Representative of the \_\_\_\_\_, a party to this proceeding (“Party”), and is not or has no knowledge or basis for believing that he/she is a “Restricted Person” based upon reasonable knowledge and efforts as that term is defined in Paragraph 7 of the Protective Order, or prohibited from being a Reviewing Representative of Highly Confidential information pursuant to Paragraph 8 of the Protective Order. The undersigned has read and understands the Protective Order in the above-referenced proceeding, which Protective Order 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employer

**P-2024-3049343 et al. - PETITION OF UGI UTILITIES INC - ELECTRIC DIVISION  
FOR APPROVAL OF A DEFAULT SERVICE PLAN FOR THE PERIOD OF JUNE 1,  
2025, THROUGH MAY 31, 2029, AND REQUEST FOR THE APPROVAL OF  
AFFILIATED INTEREST AGREEMENT OF UGI UTILITIES, INC**

*Revised: August 6, 2024*

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