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July 13, 2015

***VIA ELECTRONIC FILING
AND FIRST CLASS MAIL***

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

RE: Pennsylvania Public Utility Commission v. Columbia Gas of Pennsylvania, Inc.;
Docket No.: R-2015-2468056; **THE PENNSYLVANIA STATE
UNIVERSITY'S ANSWER IN OPPOSITION TO MOTION OF
COLUMBIA GAS OF PENNSYLVANIA, INC. TO COMPEL ACCESS TO
MATERIAL PROVIDED IN RESPONSE TO DISCOVERY
PROPOUNDED ON THE PENNSYLVANIA STATE UNIVERSITY – SET I
(PUBLIC VERSION)**

Dear Secretary Chiavetta:

Enclosed for filing with the Pennsylvania Public Utility Commission is The Pennsylvania State University's Answer in Opposition to Motion of Columbia Gas of Pennsylvania, Inc. to Compel Access to Material Provided in Response to Discovery Propounded on The Pennsylvania State University – Set I (**Public Version**) in the above-captioned matter. The highly confidential proprietary version has only been served on the presiding Administrative Law Judge and counsel for Columbia Gas. If any party would like to receive the highly confidential proprietary version, please contact the undersigned counsel for PSU and indicate that you wish to receive a copy and indicate that you have signed the Protective Order.

Copies have been served in accordance with the attached Certificate of Service.

If you have any questions regarding this filing, please do not hesitate to contact me.

MAILING ADDRESS: P.O. BOX 1778 HARRISBURG, PA 17105

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
July 13, 2015
Page 2

If you have any questions concerning these documents, please do not hesitate to contact the undersigned.

Very truly yours,



Thomas J. Sniscak
Christopher M. Arfaa
William E. Lehman

*Counsel for
The Pennsylvania State University*

TJS/CMA/das
Enclosures

cc: Honorable Mary D. Long

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission	:	
	:	
v.	:	Docket No. R-2015-2468056
	:	
Columbia Gas of Pennsylvania, Inc.	:	
-----	:	
Office of Consumer Advocate	:	
	:	
v.	:	Docket No. C-2015-2473682
	:	
Columbia Gas of Pennsylvania, Inc.	:	
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Office of Small Business Advocate	:	
	:	
v.	:	Docket No. C-2015-2477816
	:	
Columbia Gas of Pennsylvania, Inc.	:	
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Columbia Industrial Intervenors	:	
	:	
v.	:	Docket No. C-2015-2477120
	:	
Columbia Gas of Pennsylvania, Inc.	:	
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Pennsylvania State University	:	
	:	
v.	:	Docket No. C-2015-2476623
	:	
Columbia Gas of Pennsylvania, Inc.	:	

**ANSWER OF THE PENNSYLVANIA STATE UNIVERSITY IN OPPOSITION TO
MOTION OF COLUMBIA GAS OF PENNSYLVANIA, INC. TO COMPEL ACCESS TO
MATERIAL PROVIDED IN RESPONSE TO DISCOVERY PROPOUNDED ON THE
PENNSYLVANIA STATE UNIVERSITY- SET I**

PUBLIC VERSION

The Pennsylvania State University (“PSU”), by and through its attorneys, Hawke McKeon & Sniscak LLP, hereby files this Answer in Opposition to the Motion of Columbia Gas of Pennsylvania, Inc. (“CPA” or the “Company”) to Compel Access to Material Provided in Response to Discovery Propounded on the Pennsylvania State University- Set I (the “Motion”). In support thereof, PSU states as follows:

I. INTRODUCTION

At the outset of this proceeding, CPA demanded that parties enter into a Stipulated Protective Agreement (“SPA”) governing the treatment of “Confidential” and “Highly Confidential” information. Under the SPA, employees of Parties are **not** permitted to review Highly Confidential information. The only way to review another Party’s Highly Confidential information and present it at hearing is through an outside expert witness. The “Highly Confidential” designation is thus intended to prevent disclosure of information to an employee of the requesting Party when such disclosure would likely cause competitive harm to the producing Party.

PSU has produced certain natural gas supply contracts in response to CPA’s discovery requests. PSU has designated the contracts as “Highly Confidential” pursuant to the SPA because, as explained below, their disclosure to CPA employees would harm PSU’s business interests. As will be developed in this case, CPA has taken actions—secretly corraling virtually all of the capacity on Dominion Transmission and closing the Snowshoe Lateral to Columbia Transmission – which causes CPA to have competing interests with those who purchase or will purchase gas via natural gas transportation service over CPA’s distribution system. In asking the Presiding Officer to “reclassify” the contracts as “Confidential,” *CPA does not dispute the sensitive nature of the information at issue*; rather, its argument is merely one of convenience. CPA simply would prefer to have its own employees who, like PSU, purchase natural gas or

natural gas capacity review the contracts and testify about them rather than retain an outside expert to do so. However, the SPA clearly requires Parties to utilize outside experts when reviewing or presenting testimony on other Parties' Highly Confidential materials, and many Parties, including PSU, have engaged outside experts for this purpose. CPA presents no reason, other than its own convenience, why PSU should be deprived of the protections afforded by the SPA. The Motion should therefore be denied.

II. BACKGROUND

On March 19, 2015, CPA filed Supplement No. 226 to Tariff Gas Pa. P.U.C. No. 9 to become effective May 18, 2015, containing proposed changes in rates, rules, and regulations calculated to produce \$46.2 million (8.63%) in additional annual revenues. On April 9, 2015, the Commission issued an Order suspending CPA's filing until December 18, 2015, unless permitted by Commission Order to become effective at an earlier date. On April 10, 2015, PSU filed a Complaint against the rate filing which was docketed at C-2015-2476623.

The State College area is presently served by CPA via three (3) Points of Delivery ("PODs") owned by CPA: the Snowshoe/Columbia Gas Transmission ("CPG") POD; the Dominion Transmission ("DTI") POD at Pleasant Gap; and the Texas Eastern Transmission ("TETCO") POD. Subsequent to the Company's rate filing on March 19, 2015 and PSU's Complaint filing on April 10, 2015, CPA issued a letter dated May 5, 2015, notifying PSU that effective July 1, 2016, CPA would be permanently removing the distribution line from the Snowshoe/CPG POD from service because certain parts of the line need replacement. Prior to notifying PSU and other customers of its intention to remove the Snowshoe line, CPA bought up virtually all of the remaining open capacity on transmission to the DTI Pod.

A. The Stipulated Protective Agreement

A copy of the signed May 13, 2015 SPA between CPA and PSU is attached hereto as Exhibit A. The SPA provides different levels of protection for “Confidential” information and “Highly Confidential” information. Specifically, with respect to “**Confidential**” information, it provides:

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.¹

With respect to “**Highly Confidential**” information, the SPA provides:

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. . . .²

“**Confidential**” information generally may be disclosed to **four** categories of individuals:

(i) attorneys of record; (ii) those associated with attorneys of record; (iii) experts retained by a Party for purposes of this proceeding and their employees; and (iv) employees or other representatives of a Party.³ “**Highly Confidential**” information may be disclosed to only **three**

¹ SPA at 1 para. 2.

² SPA at 1-2 para. 3.

³ The SPA provides:

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;

categories of individuals: (i) attorneys of record; (ii) those associated with attorneys of record; and (iii) experts retained by a Party for purposes of this proceeding and their employees.⁴

The key difference in the treatment of “Confidential” information and “Highly Confidential” information under the terms of the SPA is that employees and other representatives of a Party are not permitted to review Highly Confidential information. Thus, pursuant to the terms of the SPA, the only witnesses that are permitted access to Highly Confidential information are outside experts. Witnesses who are employees of Parties are expressly excluded.

(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; or

(iv) an employee or other representative of a Party to this Stipulated Protective Agreement with significant responsibility in this proceeding.

SPA at 2 para. 5.

⁴ The SPA provides:

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); or

(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.

SPA at 4 para. 7.

CPA has designated materials produced in discovery as “Highly Confidential” under the SPA. CPA has required PSU’s outside expert, James Crist, to review “Highly Confidential” materials at the offices of CPA’s counsel. When Mr. Crist did so, he was forbidden from taking notes of any kind. Upon information and belief, CPA has imposed similar restrictions on other parties’ experts who sought to review materials designated as “Highly Confidential” by CPA.

B. The Discovery At Issue

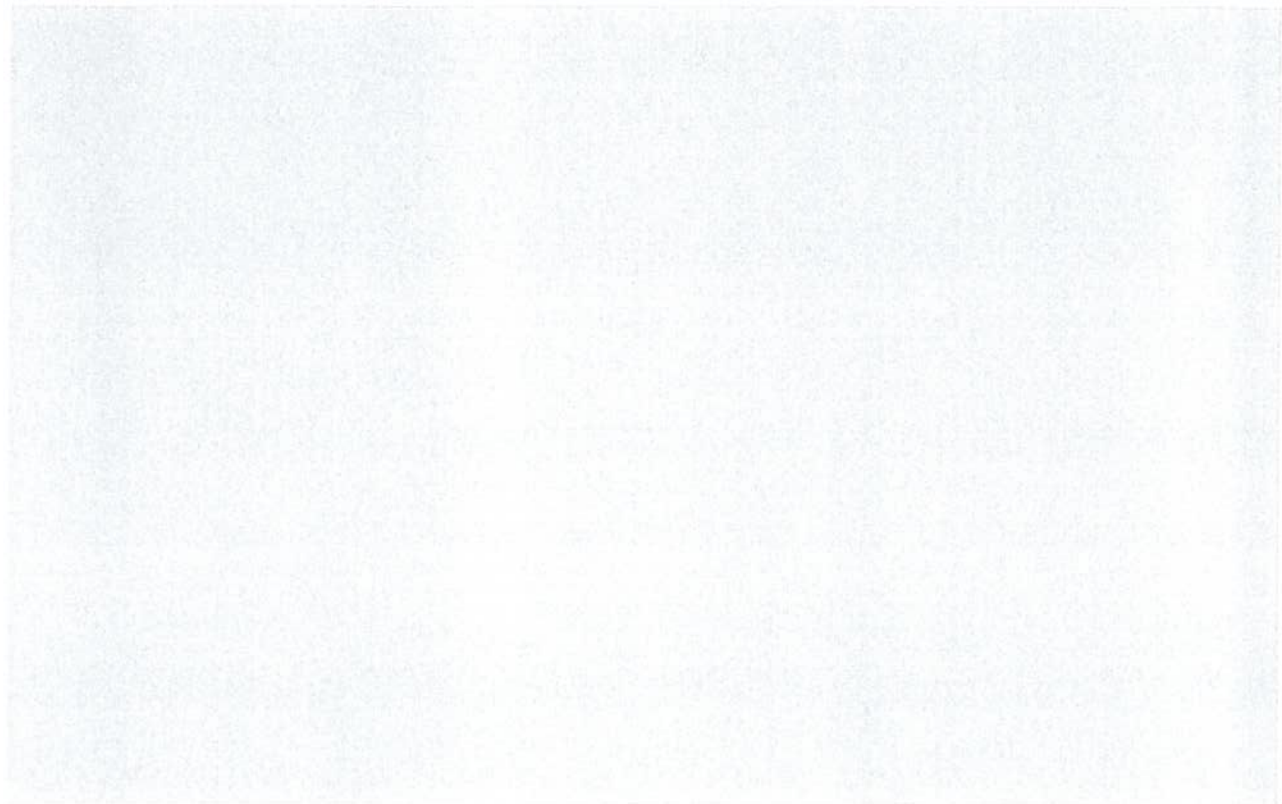
The materials at issue are PSU’s natural gas supply contracts for the past five years and for any current or prospective periods. CPA requested these contracts in discovery request CPA-PSU-I-3, which states:

Please provide for the past 5 years and for any current or prospective periods copies of relevant pages of contracts between Penn State and Interstate Pipelines or Natural Gas Suppliers which demonstrate the level of contracted-for firm interstate pipeline capacity. Names of suppliers and pricing information are not requested and may be redacted.

In response to this request, PSU prepared copies of certain contracts with the names of suppliers and pricing information redacted, as provided by the request. PSU designated the contracts as “Highly Confidential” because they demonstrate PSU’s pipeline capacity needs and procurement practices, and disclosure of that information to CPA would cause PSU competitive harm.

[BEGIN HIGHLY CONFIDENTIAL]





[END HIGHLY CONFIDENTIAL]

PSU informed CPA that the redacted contracts were available for inspection at the offices of PSU’s counsel—precisely the procedure required by CPA when PSU’s consultant sought to review certain materials designated as “Highly Confidential” by CPA.

On July 6, 2015, counsel for CPA arranged for review of the Highly Confidential materials by Dan Grieshop, who was identified as “Columbia’s Manager of Scheduling and Supply Services,” and an attorney from CPU’s counsel’s offices. Counsel for PSU did not initially focus on the fact that Mr. Grieshop, as an employee of CPA, was not permitted to review material designated as “Highly Confidential” pursuant to the terms of the SPA.

[BEGIN HIGHLY CONFIDENTIAL]



[END HIGHLY CONFIDENTIAL]

On the morning of July 7, 2015, counsel for PSU contacted counsel for CPA and pointed out that under the express terms of the SPA, CPA employees such as Mr. Grieshop were **not** entitled to review “Highly Confidential” information.⁵

On July 7, 2015, counsel for CPA reviewed the contracts at the offices of counsel for PSU under similar conditions to those that PSU’s expert was permitted to review Highly Confidential materials of CPA: with opposing counsel present and without copying information from the confidential materials. (Contrary to the representation in the Motion (at p. 4 para. 20), counsel for CPA was permitted to take personal notes after agreeing that he would not copy information from the contracts.)

III. THE MOTION SHOULD BE DENIED

As shown above, under the SPA four categories of individuals are entitled to “Confidential Information”: (i) attorneys of record; (ii) those associated with attorneys of record; (iii) experts retained by a Party for purposes of this proceeding and their employees; and (iv) employees or other representatives of a Party.⁶ Only **three** categories of individuals may review “Highly Confidential” information: (i) attorneys of record; (ii) those associated with attorneys of record; and (iii) experts retained by a Party for purposes of this proceeding and their

⁵ The Motion notes that Mr. Grieshop had executed an acknowledgement to the SPA. While such acknowledgments are necessary, they are not sufficient to obtain access to Highly Confidential information. If they were, the distinction between Confidential information and Highly Confidential information would be erased, contrary to the stated terms of the SPA.

⁶ SPA at 2 para. 5.

employees.⁷ Thus, pursuant to the terms of the SPA, the only witnesses that are permitted access to Highly Confidential information are **outside experts**. Employees of Parties are expressly excluded.⁸

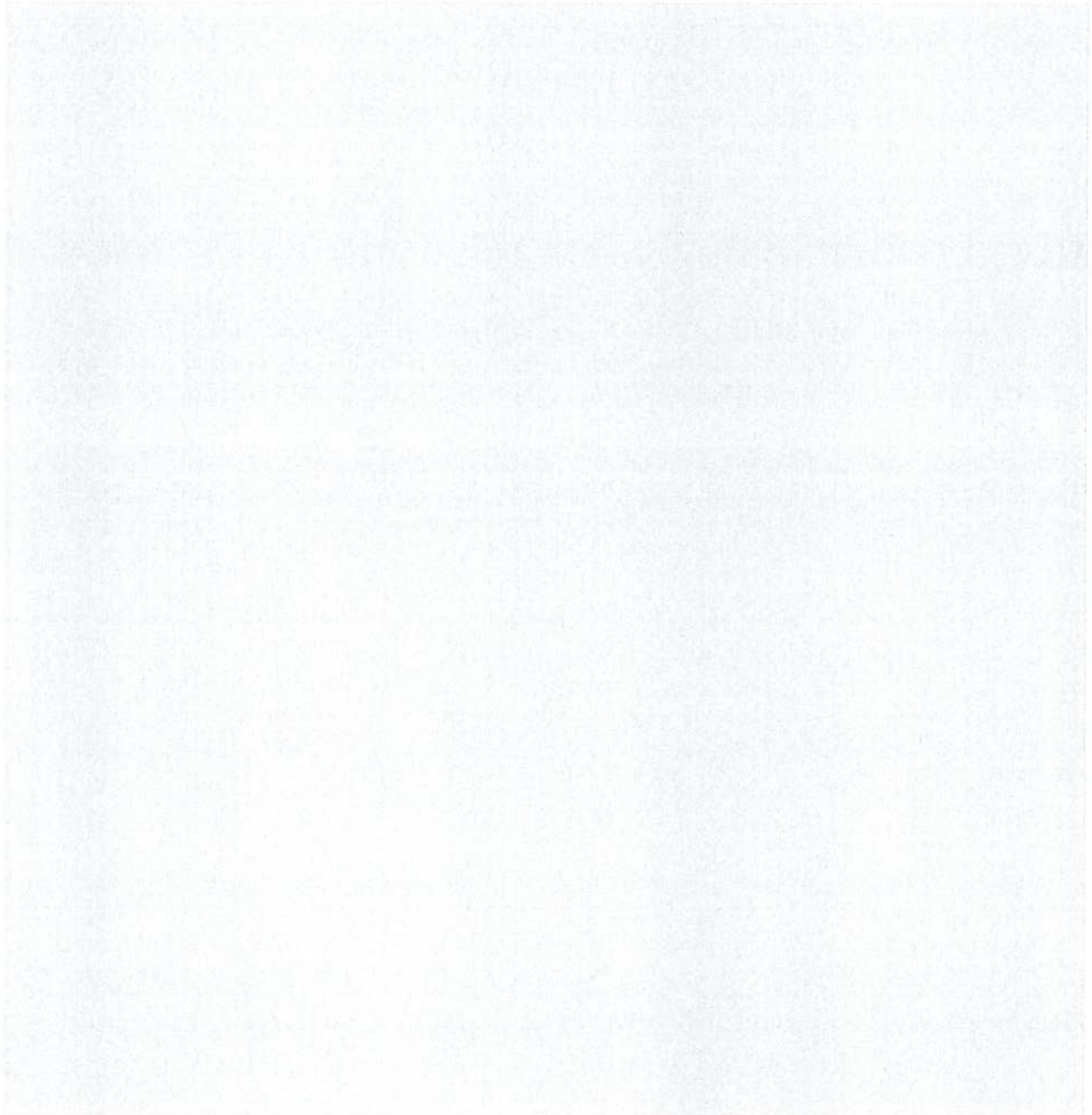
CPA asserts that PSU's refusal to permit CPA employees to review PSU's Highly Confidential information is "unreasonable," but its assertion is not supported by the facts. CPA declares that the Company "has not retained any outside experts for issues related to the Snowshoe lateral," and that by only allowing outside experts and attorneys representing CPA to review the designated materials, "PSU prevents Columbia from adequately developing its case in rebuttal to the issues raised by PSU." (Motion at 6.) However, having drafted and entered into the SPA (and insisting that all other parties agree to it), CPA knew or should have known that, pursuant to its terms, (a) CPA employees are not entitled to review Highly Confidential materials produced by other Parties, and (b) Parties are required to retain outside expert witnesses in order to present testimony on other parties' Highly Confidential information. Any difficulty CPA is experiencing in developing its rebuttal case (including the admission of the PSU contracts into the record) is the result of its own failure to retain an outside expert (or assign the issue to an already-retained outside expert), **as required by its own protective agreement**, upon receiving PSU's June 26, 2015 discovery response designating the contracts as being Highly Confidential. Having demanded that other Parties agree to the SPA, CPA cannot now complain that PSU's adherence to its terms is "unreasonable."

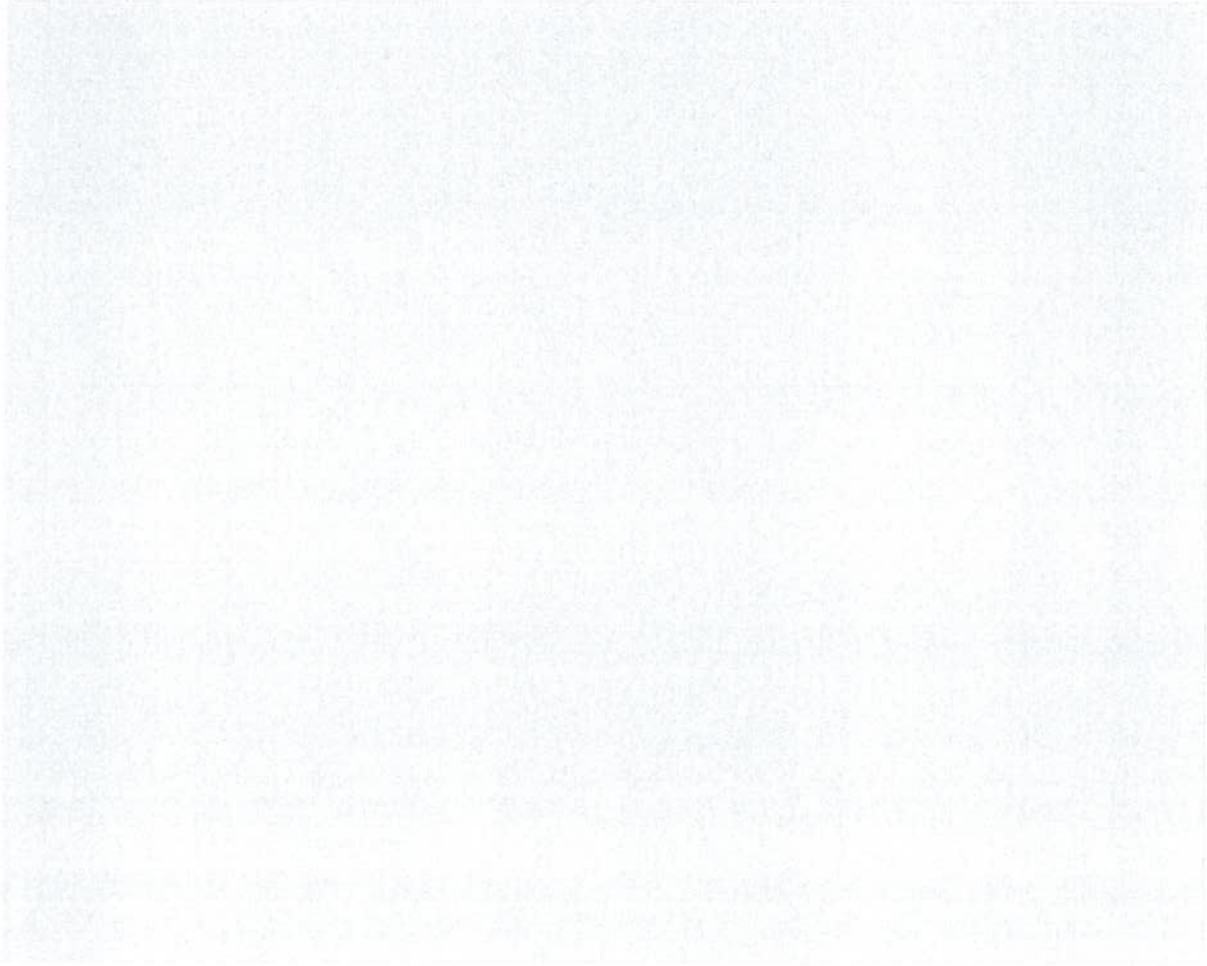
⁷ SPA at 4 para. 7.

⁸ See SPA at 4 para. 7; see also SPA at 5 para. 10 ("[Q]ualified 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.").

CPA “challenges” PSU’s “Highly Confidential” designation of its supply contracts and requests that the designation be changed to “Confidential” under the SPA. However, it is clear that disclosure of the information at issue risks significant competitive harm to PSU. Indeed, CPA does not even attempt to argue otherwise.

[BEGIN HIGHLY CONFIDENTIAL]





[END HIGHLY CONFIDENTIAL]

In view of the foregoing, the “Highly Confidential” designation of PSU’s gas supply contracts is necessary to protect PSU’s competitive position with respect to gas procurement. CPA provides no basis for a contrary conclusion, and the Motion therefore should be denied.

WHEREFORE, for all of the foregoing reasons, the Motion of Columbia Gas of Pennsylvania, Inc. to Compel Access to Material Provided in Response to Discovery Propounded on the Pennsylvania State University- Set I should be **DENIED**.

Respectfully submitted,



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Counsel for The Pennsylvania State University

DATED: July 10, 2015

EXHIBIT A

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
	:	
v.	:	Docket No. R-2015- 2468056
	:	
Columbia Gas of Pennsylvania, Inc.	:	

STIPULATED PROTECTIVE AGREEMENT

This Agreement, among Columbia Gas of Pennsylvania, Inc. (“Columbia”), the Pennsylvania State University (“PSU”) (individually a “Party” or collectively the “Parties”), and PSU’s expert(s), if any, establishes procedures for the protection of certain confidential or proprietary information to be provided to the Parties in the above-referenced proceeding (“this proceeding”). Intending to be legally bound, the parties, by their duly authorized counsel undersigned, hereby 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: (i) customer names or customers' prospects' names, addresses, annual volumes of gas usage, or other customer-identifying information; (ii) competitive strategies or service alternatives; (iii) competitive pricing or discounting information; and (iv) marketing materials that have not yet been used.

4. That Proprietary Information shall be made available to counsel for the requesting Party subject to the terms of this Stipulated Protective Agreement. Such counsel shall use or disclose the Proprietary Information only for purposes of participating in this proceeding. To the extent required for participation in this proceeding, counsel for a 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; or
- (iv) an employee or other representative of a Party to this Stipulated Protective Agreement with significant responsibility in this proceeding.

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 or constituting more than a one percent interest in a business establishes a significant motive for violation.

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: (1) identify for the other Party to this Stipulated Protective Agreement each Restricted Person and each expert or consultant; (2) 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 (3) 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 producing 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); or
- (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.

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 the Party whose duties include: the marketing, sale, or purchase of natural gas or natural gas transportation services; management regarding or supervision of any employee whose duties include the marketing, sale, or purchase of natural gas or natural gas transportation services for a competitor of a Party to this Stipulated Protective Agreement or a customer of the Party; 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 natural gas or natural gas transportation services; or responsibility regarding 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.

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 Paragraph 5 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 pursuant to Paragraph 5 above 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 in the form attached as **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 each Non-Disclosure Certificate 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 the Parties 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 producing party, insofar as reasonably practicable, shall designate

only the specific data or pages of documents which constitute or contain Proprietary Information. One permissible means of designating portions of a document to be Proprietary Information shall be to stamp the word "Confidential" or "Highly Confidential" thereon.

16. That the respective Parties will consider and treat the Proprietary Information as within the exemptions from disclosure provided in the 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.

17. That any public reference to Proprietary Information by a Party or its expert(s) 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.

18. That the part of any record in this proceeding containing Proprietary Information, including but not limited to all exhibits, writings, direct testimony, cross-examination, argument and responses to discovery, including any 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 Administrative Law Judge or the Commission.

19. 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 the requesting Party challenges the designation of a document or

information as proprietary, the producing Party retains the burden of demonstrating that the designation is appropriate.

20. That the Parties shall retain the right to question or challenge the admissibility of Proprietary Information; to refuse to produce or object to the production of Proprietary Information on any ground; and to seek additional measures of protection of Proprietary Information beyond those provided in this Stipulated Protective Agreement.

21. That within 30 days after a request by the Producing Party, the requesting Party shall either destroy or return to the producing Party all copies of all documents and other materials which contain any Proprietary Information. In the event that the requesting 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 requesting Party shall certify in writing to the producing Party that the Proprietary Information has been destroyed.

Agreed:

The Pennsylvania State University

By: Thomas J. Suda

Columbia Gas of Pennsylvania, Inc.

By: Michael W. Hassel

Dated: 5/13/2015

APPENDIX A

Re: Pennsylvania Public Utility Commission
v.
Columbia Gas of Pennsylvania, Inc.
Docket No. R-2015- 2468056

TO WHOM IT MAY CONCERN:

The undersigned is the Reviewing Representative of the Pennsylvania State University (“PSU”) 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 by counsel for PSU with regard to the above-referenced proceeding or prohibited from being a “Reviewing Representative” of “Confidential” or “Highly Confidential” information pursuant to paragraphs 5 and 7 of the Stipulated Protective Agreement. The undersigned has read and understands the Stipulated Protective Agreement, 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.

NAME

ADDRESS

EMPLOYER

Dated: _____

CERTIFICATE OF SERVICE

Docket Nos. R-2015-2468056, C-2015-2473682,
C-2015-2477816; C-2015-2477120 and C-2015-2476623

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in the manner indicated below, and in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Via Electronic and First Class U.S. Mail

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Lindsay A. Berkstresser, Esquire
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Counsel for Columbia Gas of Pennsylvania, Inc.

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