

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the matter of the Application of)	
Columbia Gas of Ohio, Inc. for Ap-)	
proval of a Reasonable Arrange-)	Case No. 15-1417-GA-AEC
ment for Transporting Natural Gas)	
Pursuant to Section 4905.31, Re-)	
vised Code.)	

**MOTION FOR EXTENSION
OF A PROTECTIVE ORDER
AND MEMORANDUM IN SUPPORT
OF COLUMBIA GAS OF OHIO, INC.**

Pursuant to Ohio Admin. Code 4901-1-24(F), Columbia Gas of Ohio, Inc. ("Columbia") hereby requests the extension of a Protective Order granted in response to Columbia's Motion for Protective Order filed on August 7, 2015. Said Protective Order concerns account numbers and pricing, pressure, and consumption information contained within the Special Agreement for Gas Delivery Service and Infrastructure Upgrade ("Special Agreement") between Columbia and P.H. Glatfelter Company ("Glatfelter"). The information redacted in the Special Agreement continues to be confidential and contains proprietary trade secrets, which are subject to protection from disclosure under Ohio law. Columbia respectfully requests that this information continue to be maintained as confidential and not part of the public record for another twenty-four (24) month period, pursuant to Ohio Admin. Code 4901-1-24(F).

The reasons for this motion are more fully explained in the attached Memorandum in Support.

Respectfully submitted by,

COLUMBIA GAS OF OHIO, INC.

/s/ Joseph M. Clark

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MEMORANDUM IN SUPPORT

Columbia Gas of Ohio, Inc. ("Columbia") is a natural gas utility, regulated by the Public Utilities Commission of Ohio ("Commission"). P.H. Glatfelter Company ("Glatfelter") is a Pennsylvania corporation doing business in the state of Ohio. After months of negotiation, Columbia and Glatfelter entered into a Special Agreement for Gas Delivery Service and Infrastructure Upgrade ("Special Agreement"), in order for Columbia to provide natural gas transportation service to Glatfelter's paper mill located at, 232 East Eight Street, in Chillicothe, Ohio.

Pursuant to Revised Code § 4905.31, Columbia filed an Application in this same docket requesting Commission approval of a reasonable arrangement. On October 28, 2015, the Commission approved Columbia's Application and also granted a Columbia Motion for Protective Order of certain confidential, trade secret information. The redacted information includes account numbers and pricing, pressure, and consumption information that is confidential, trade secret information.

The need to protect confidential and proprietary information is recognized under Ohio administrative law. Ohio Admin. Code 4901-1-24 provides:

Upon motion of any party or person with regard to the filing of a document with the commission's docketing division relative to a case before the Commission...the attorney examiner may issue any order which is necessary to protect the confidentiality of information contained in the document, to the extent that state or federal law prohibits release of the information, including where the information is deemed by...the attorney examiner to constitute a trade secret under Ohio law, and where nondisclosure of the information is not inconsistent with the purposes of Title 49 of the Revised Code.

Pursuant to Ohio Admin. Code 4901-1-24(D)(2), Columbia filled two unredacted copies of the Special Agreement, under seal, attached to its first Motion for Protective Order, thus allowing the Commission full access to all information. This allowed and continues to allow the Commission to fulfill all of its statutory obligations, meaning that public nondisclosure of the proprietary information contained within the Special Agreement is not inconsistent with the purposes of Title 49 of the Revised Code.

Furthermore, under the Ohio Uniform Trade Secrets Act, a “Trade Secret” is defined as:

(D) Information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, *or any business information or plans, financial information*, or listing of names, address, or telephone numbers, that satisfies both of the following:

(1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

(2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Revised Code § 1333.61 (emphasis added)

The redacted information contained in the Special Agreement continues to meet the criteria for being considered a “Trade Secret” under Revised Code § 1333.61. First, the entirety of the redacted content is personal account, pricing, pressure, and consumption information that is of a business and financial nature. Second, Columbia and Glatfelter continue to derive independent economic value from the pricing, pressure, and consumption information that, due to the confidential nature of the Special Agreement, is not readily ascertainable by others. Finally, it is reasonable under the circumstances to redact the confidential and proprietary pricing, pressure, and consumption information contained within the Special Agreement given the public nature of proceeding before the Commission.

The Supreme Court of Ohio has held that pricing and consumption information is confidential. In *Ohio Consumers’ Counsel v. Pub. Util. Comm. et al.*, the Court found that the Commission’s determination that account numbers, price of generation and volume of generation specified in a contract had independent economic value was reasonable.¹ Further, the Court found that the “Commission has the statutory authority to protective competitive agreements from disclosure...”² Finally, granting Columbia’s Motion for an extension of a Protective Order would

¹ *Ohio Consumers’ Counsel v. Pub. Util. Comm. et al.*, 121 Ohio St. 3d 362, 369 (2009).

² *Id.* at 370.

be consistent with the Commission's Order granting Columbia's first request for a Protective Order on October 28, 2015.

This request for the Extension of a Protective Order is reasonable, necessary, and will not prejudice any other party or individual. In fact, to the extent Columbia's and Glatfelter's ability to compete effectively is preserved, Ohio consumers will be better served.

For all of the foregoing reasons, Columbia respectfully requests that the Commission issue an extension of a Protective Order, which permits Columbia's information to continue to be maintained as confidential, not part of the public record, and requires those with access to treat all information disseminating from the Special Agreement in a confidential manner for another twenty-four (24) months..

Respectfully submitted,
COLUMBIA GAS OF OHIO, INC.

By: /s/ Joseph M. Clark
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Summary: Motion for Extension of a Protective Order and Memorandum in Support electronically filed by Cheryl A MacDonald on behalf of Columbia Gas of Ohio, Inc.