

ORDER NO. 92150

Petition of the Office of People’s Counsel
for Near-Term, Priority Actions and
Comprehensive, Long-Term Planning for
Maryland’s Gas Companies

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BEFORE THE
PUBLIC SERVICE COMMISSION
OF MARYLAND

Case No. 9707, Phase II

Issue Date: January 22, 2026

SPECIAL MASTER’S RULINGS
ADOPTING PROTECTIVE AGREEMENT
AND PROVIDING SERVICE ADDRESSES

Pursuant to a “Notice of Prehearing Conference,” issued on August 21, 2025,¹ in the above-captioned proceedings, a prehearing conference was held on September 16, 2025, to consider preliminary matters and to establish a procedural schedule. Following the prehearing conference, the “Special Master’s Rulings Concerning Preliminary Matters And Establishing A Procedural Schedule” were issued on October 7, 2025 (hereinafter referred to as “Rulings”).²

A. Ruling Adopting Protective Agreement

The Rulings set forth the following with respect to the use of confidential material in these proceedings:

E. Confidentiality Agreement

At the prehearing conference, the participants agreed to meet to draft a Confidentiality Agreement that will be presented to the Special Master for approval.³

¹ Mail Log No. 321769.

² Mail Log No. 323043.

³ Rulings at 5.

On January 9, 2026, the Parties submitted a proposed “Protective Agreement” via cover e-mail to the Commission’s Executive Secretary, who forwarded the cover e-mail and Agreement to the Special Master. The cover e-mail states: “**[t]he attached proposed agreement represents a consensus document, in that each party in the proceeding either supports the agreement or does not object to the agreement.**” (Emphasis in original.)

The Special Master has reviewed the proposed “Protective Agreement.” Given the written affirmation that all Parties either support or do not oppose approval of the Protective Agreement, it is hereby adopted for use in these proceedings. An unexecuted copy of the Protective Agreement is attached to this Ruling.

Parties are urged to make every effort to limit designating material as confidential pursuant to the Protective Agreement. Robust and open discussion of the significant issues to be addressed in these proceedings will benefit the public.

If the disclosing Party claims that a response to discovery would include confidential material pursuant to the Protective Agreement, that claim shall be transmitted to the Party seeking discovery within two (2) business days of the date the discovery request is served. All procedures, guidelines, and timelines governing discovery as set forth in the Rulings shall apply to the production of confidential material.⁴

The Parties are directed to file a fully-executed copy of the Protective Agreement in this docket within ten (10) business days of the date of this Ruling. Separate copies of the signature pages are acceptable.

⁴ See Rulings at 4-5.

B. Service Information for Special Master

Parties and participants may be unsure as to how service of various documents should be made on the Special Master, either electronically or physically. For service purposes only, the following e-mail and physical addresses should be utilized:

Thomas C. Gorak
Law Offices of Thomas C. Gorak
The Warrington
3908 North Charles Street
Baltimore, MD 21218
gorakandbay@gmail.com

In addition, several Parties have indicated that they have uploaded, or will upload, various documents to SharePoint. Each Party using SharePoint shall provide full access to both public and confidential material to the Special Master. Please use the above e-mail address to provide the pertinent information concerning the use of SharePoint to the Special Master.

/s/ Thomas C. Gorak

Thomas C. Gorak, Special Master

ATTACHMENT
PROTECTIVE AGREEMENT

**PETITION OF THE OFFICE OF
PEOPLE’S COUNSEL FOR NEAR-
TERM, PRIORITY ACTIONS AND
COMPREHENSIVE, LONG-TERM
PLANNING FOR MARYLAND’S GAS
COMPANIES**

**BEFORE THE PUBLIC
SERVICE COMMISSION OF
MARYLAND**

CASE NO. 9707

PROTECTIVE AGREEMENT

WHEREAS, certain parties in the above-captioned proceeding have requested or are likely to request data and documents in the above-captioned matter relating to near-term and long-term actions and planning for Maryland’s natural gas distribution companies. Certain of the requested materials or portions thereof contain commercially sensitive information and are confidential and proprietary to the following, including affiliates, subsidiaries, and/or assigns of the same: Baltimore Gas and Electric Company; Washington Gas Light Company; Columbia Gas of Maryland, Inc.; Chesapeake Utilities of Maryland, Inc.; UGI Utilities, Inc.; the Maryland Office of People’s Counsel; the Technical Staff of the Maryland Public Service Commission; Chesapeake Climate Action Network; Maryland Department of the Environment; Metropolitan Areas of Philadelphia/Baltimore/Washington Laborers’ District Council; Montgomery County, Maryland; Sierra Club; Southern Maryland Electric Cooperative, Inc.; Teamsters Local 96; and the Maryland Energy Administration, and such other persons as may become parties (collectively the “Parties” and each individually a “Party”), or may otherwise be confidential in nature. Certain of the requested data and documents, or portions thereof, may also contain Critical Energy Infrastructure Information (“CEII”), as defined in 18 C.F.R. § 388.113(c)(1)¹

¹ 18 C.F.R. § 388.113(c)(2) defines “Critical Energy Infrastructure Information” as specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) Relates details about the production, generation, transportation, transmission, or distribution of energy; (ii) Could be useful to a person in planning an attack on critical infrastructure; (iii) Is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552; and (iv) Does not simply give the general location of the critical infrastructure. Moreover, 18 C.F.R. §388.113(c)(4) defines “Critical Infrastructure” as existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health or safety, or any combination of those matters.

In its efforts to provide certain of the requested information while protecting confidential and/or CEII information and to facilitate discovery in this proceeding, the Parties to this agreement (the "Protective Agreement") agree to release these confidential and/or CEII materials in accordance with this Protective Agreement.

THEREFORE, IT IS HEREBY AGREED, certain of the requested materials shall only be provided subject to the following conditions:

1. Protected Materials. All material deemed to contain confidential and/or CEII information by a Party disclosing such information (a "Disclosing Party") will be made available subject to the terms of this Protective Agreement and hereinafter shall be referred to as "Protected Materials." Any such Protected Materials provided by a Disclosing Party shall be clearly identified as "CONFIDENTIAL" or "**CONFIDENTIAL CEII**" as appropriate. Protected Materials shall include any portion of any notes, memoranda or any other writing (including deposition transcripts) which include any information from documents provided pursuant to this Protective Agreement or any knowledge derived from such documents. Protected Materials shall not include any information which now, or prior to these proceedings, is or was public knowledge, or which becomes public knowledge as a result of publication or intentional disclosure by its Disclosing Party. A Reviewing Party shall be defined upon its execution of this Protective Agreement. If a Reviewing Party is a Maryland agency or a political subdivision of the State subject to the Maryland Public Information Act ("Act") as set forth in *Maryland Code Ann.*, General Provisions Article, Sections 4-101, *et seq.*, Protected Materials shall not include public records, as defined in the Act, for which disclosure is required under the Act.

a. Protected Materials will only be made available to a "Reviewing Party."

b. A Reviewing Party shall be permitted access to Protected Materials only through its “Authorized Representatives.” Authorized Representatives of a Reviewing Party include the Reviewing Party’s counsel of record and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons retained by a Reviewing Party and directly assisting a Reviewing Party.

c. Reviewing Parties shall treat material identified as containing CEII as confidential consistent with 18 C.F.R. § 388.113. All documents containing CEII material shall be maintained by the Reviewing Party and Authorized Representative in a secure place. CEII material is on loan to the Reviewing Party and Authorized Representative and shall, at the Disclosing Party’s request, either be returned to the Disclosing Party or destroyed in accordance with Paragraph 9 of this Protective Agreement.

d. A Disclosing Party may seek further protection with respect to CEII, including, but not limited to, total prohibition of disclosure to a Restricted Person or limitation of disclosure only to particular Authorized Representatives approved by the Disclosing Party. A “Restricted Person” is any person who poses a security risk, including, but not limited to, a person identified as potentially misusing information in planning an attack on critical infrastructure or a person who has been denied access to CEII by the Federal Energy Regulatory Commission. An Authorized Representative for purposes of access to CEII may not be a Restricted Person.

e. Each person who inspects the Protected Materials, including all Authorized Representatives, shall first agree in writing to the following Certification:

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Agreement in Case No. 9707 dated _____ and I have read and understand the Protective Agreement and I agree

to be bound by the terms of the Protective Agreement. I understand that the contents of the Protected Materials, including any portion of any notes, memoranda, or any other writing which includes information from the Protected Materials, either taken directly or derived in some other form and any knowledge derived from the Protected Materials, shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purpose of the proceedings in Case No.9707.

I understand that the restrictions in the Protective Agreement and in this Certification will not apply to any Protected Materials subsequent to the time, if any, such Protected Materials are intentionally disseminated publicly by the Disclosing Party or are disclosed pursuant to lawful order of the Public Service Commission of Maryland, its designated Public Utility Law Judge or Special Master, or a court of competent jurisdiction, subpoena, or an agreement of the parties.

I agree to comply with this Protective Agreement and understand that a Disclosing Party will enforce its rights under the Protective Agreement and will pursue any available remedies to address material violations, including, but not limited to, pecuniary damages, attorneys' fees and injunctive relief.

By signing this Certification I represent that I am not a Restricted Person, as that term is defined in the Protective Agreement and/or 18 C.F.R. § 388.113, and that I will not disclose any information designated as CEII to a Restricted Person.

f. A copy of each executed, written Certification shall be provided to counsel for the Disclosing Party. Any Authorized Representative may disclose materials only to any other person who is an Authorized Representative, provided that if the person to whom disclosure is to be made has not executed and provided for delivery of a written Certification to the Disclosing Party, that written Certification shall be executed prior to any disclosure. In the event that any person to whom such Protected Materials are disclosed ceases to be an Authorized Representative, access to such materials by such person shall be terminated. Any person who has agreed to the foregoing Certification shall continue to be bound by the provisions of this

Protective Agreement, even if no longer so engaged.

g. Upon execution of this Protective Agreement and the Certification by the person receiving the documents, any and all requested materials will be provided to the Reviewing Party, without delay, in the ordinary course of discovery and pursuant to any Orders or rulings, if any, of the Public Service Commission of Maryland, or its authorized Public Utility Law Judge or designated Special Master (the “Commission”).

h. If the Reviewing Party, or its Authorized Representative(s), makes notes or otherwise creates documents (including, for the avoidance of doubt, electronic records) containing Protected Materials or the information contained therein, any portion of the same and the portion of any copies that contain Protected Materials, shall all be considered “Protected Materials” as defined in Paragraph 1 herein. All Protected Materials shall be made available to the Reviewing Party solely for the purposes of the proceedings in Case No. 9707. The Protected Materials, as well as the portion of the Reviewing Party’s notes, memoranda or other information containing any Protected Materials and all information derived from the Protected Materials, are to be treated confidentially by the Reviewing Party and shall not be disclosed or used by the Reviewing Party except as permitted and provided in this Protective Agreement. A Reviewing Party must take all reasonable precautions to ensure that Protected Materials, including handwritten notes and analyses made from Protected Materials, and any information derived from the Protected Materials are not viewed, taken by, or communicated to any person other than an Authorized Representative of the Reviewing Party.

2. Attorneys’ Eyes Only Protected Materials. A Disclosing Party may designate Protected Materials as “Attorneys’ Eyes Only” where the Disclosing Party reasonably believes that the disclosure of the Protected Materials to anyone other than counsel or a designated

Consultant for a Reviewing Party could be especially detrimental or harmful to the Disclosing Party. Counsel for the Reviewing Party shall be subject to the restrictions regarding Protected Materials described in this Protective Agreement and further shall not disclose or permit the disclosure of any Protected Materials designated as “Attorneys’ Eyes Only” to any other person or entity except:

a. disclosure may be made to employees of counsel for the Reviewing Party who are involved in providing service to the Reviewing Party,

b. disclosure may be made to a designated Consultant and his/her employees who are involved in providing service to the Reviewing Party, provided

i. the Disclosing Party is first informed of the identity of the Consultant so as to ensure that the Consultant is not or may not become a competitor or affiliated with a competitor of the Disclosing Party;

ii. if the Disclosing Party determines that a Consultant designated under this paragraph is or may become a competitor or affiliated with a competitor of the Disclosing Party, the Disclosing Party and the Reviewing Parties shall work together to put in place additional confidentiality protections so as to allow the Consultant access to the Attorneys’ Eyes Only information; and

iii. the Consultant and his/her employees sign the Certification described above and shall be subject to the restrictions regarding Protected Materials described in this Protective Agreement and further shall not disclose or permit the disclosure of any Protected Materials except as set forth in this Protective Agreement.

3. The Disclosing Party shall bear the burden of proof in connection with any challenge to the designation of Protected Materials as such. Material shall be designated as

confidential or proprietary, and thereby attain the status of Protected Material or Attorneys' Eyes Only Protected Materials only if the Disclosing Party reasonably believes there is a legally recognized basis in law supporting the confidential or proprietary designation. If only a portion of the material includes such confidential or proprietary information, then the Disclosing Party will make reasonable efforts to designate only such portion as confidential or proprietary, and the remainder of the material shall not be designated Protected Material. Disputes over the designation of materials as "Protected Materials" or "Attorneys' Eyes Only Protected Materials" shall be treated as a discovery dispute and resolved by the Commission.

4. After completion of the discovery phase of this proceeding, this Protective Agreement shall continue in full force and effect, and Protected Materials shall remain protected.

5. Unless otherwise ordered by the Commission, or any court of competent jurisdiction, or otherwise agreed upon by the Parties, Protected Materials shall only be used or disclosed in hearings or other proceedings which may occur in accordance with this Paragraph. In any phase of this proceeding, including the filing of testimony, the conduct of a hearing or the submission of initial or reply briefs or memoranda on appeal or replies thereto, any filing containing Protected Materials shall be made by submission of a public, non-confidential copy with any Protected Materials excised and a confidential copy kept under seal by the Commission and only available to persons bound by this Protective Agreement or by a similar protective agreement executed in this proceeding. Any hearings or other proceedings in which Protected Materials will be discussed will be *in camera* unless otherwise ordered by the Commission, or any court of competent jurisdiction, or otherwise agreed upon by the Parties. Transcripts of those hearings or other proceedings will be made to provide for public, non-confidential copies and

confidential copies kept in a manner set forth above, unless otherwise ordered by the Commission, or any court of competent jurisdiction, or otherwise agreed upon by the Parties.

6. Notwithstanding any other provision in this Protective Agreement, a Reviewing Party or its Authorized Representatives may disclose Protected Materials if necessary to comply with any applicable law, order, ruling, or subpoena of a governmental authority or tribunal with competent jurisdiction. In the event that a Reviewing Party or its Authorized Representatives is so requested or required to disclose any Protected Materials, the Reviewing Party or its Authorized Representatives shall, to the extent permitted by law, promptly notify the Disclosing Party of such request or requirement prior to disclosure so that the Disclosing Party may, if it so elects, seek an appropriate protective order or otherwise seek to contest, limit, or protect the confidentiality of the Protected Materials. With respect to any disclosure made by a Reviewing Party pursuant to this Paragraph, the Reviewing Party and its Authorized Representatives agree to furnish only that portion of the Protected Materials that are reasonably determined to be consistent with the scope of the subpoena or demand.

7. Nothing in this Protective Agreement shall be construed as precluding a Disclosing Party or any other Party from objecting to the use of the Protected Materials on any legal ground other than confidentiality.

8. The Parties hereto acknowledge that irreparable damage could occur in the event that any of the provisions of this Protective Agreement were not performed in accordance with their specific terms and agree that nothing herein shall limit the Parties' ability to seek injunctive relief to prevent any breach of this Protective Agreement and to seek specific enforcement of the terms hereof, in addition to any other remedy to which they may be entitled at law or in equity.

9. Unless otherwise agreed upon by the Parties, following the issuance of a final

Commission Order in this proceeding, and the exhaustion of any appeals thereof, the Reviewing Party may retain paper or electronic copies of the Protected Material in a secure location for no more than seven (7) years if the Reviewing Party is a Maryland agency or a political subdivision of the State subject to the Act and no more than three (3) years for any other Reviewing Party. If electronic copies are retained, such electronic copies will only be held on a secure, password protected server or storage device accessible only to the Reviewing Party or on password protected portable media devices such as external hard drives, flash drives or compact discs, which will be maintained in a secure location. Such electronic copies will not, under any circumstance, be stored on any public networks, servers, shared drives, folders, or files. At least sixty (60) days prior to the conclusion of the retention period, the Disclosing Party may inform the Reviewing Party if the Protected Materials are to be either returned to the Disclosing Party or destroyed, except that any portion of notes and other materials generated by the Reviewing Party which contain Protected Materials shall be destroyed by that Party. When requested, the Reviewing Party shall certify to the Disclosing Party that all such Protected Materials have been destroyed. However, to the extent that any testimony, hearing transcripts, briefs, memoranda on appeal or any other documents containing Protected Material are submitted into the record in this proceeding as prescribed in Paragraph 5, such documents need not be returned to the Disclosing Party or destroyed.

10. This Protective Agreement shall be governed by and construed in accordance with the laws of Maryland (except those laws which would require the application of the laws of any other state). Any lawsuit, claim, dispute or other action related to this Protective Agreement must be brought only in an appropriate federal or Maryland court.

11. If any portion of this Protective Agreement will for any reason be held or

adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion so adjudged will be deemed separate, distinct and independent and the remainder of this Protective Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

12. This Protective Agreement: (a) contains the entire agreement and understanding between the Parties hereto, their agents, and employees as to the subject matter of this Protective Agreement; (b) supersedes in their entirety any and all previous communications between the Parties (including all previous versions of this Protective Agreement, if any) as to the subject matter of this Protective Agreement; and (c) shall only be modified in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto, by their undersigned counsel, have executed the foregoing Protective Agreement this __ day of January, 2026.

BALTIMORE GAS AND ELECTRIC COMPANY

WASHINGTON GAS LIGHT COMPANY

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COLUMBIA GAS OF MARYLAND, INC.

CHESAPEAKE UTILITIES OF MARYLAND, INC.

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UGI UTILITIES, INC.

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Name:
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TEAMSTERS LOCAL 96

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MARYLAND ENERGY
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MARYLAND DEPARTMENT OF THE ENVIRONMENT

METROPOLITAN AREA PHILADELPHIA/BALTIMORE/WASHINGTON LABORERS DISTRICT COUNCIL, LUIUNI, AFL-CIO

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Name:
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PROTECTIVE AGREEMENT CERTIFICATION

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Agreement in Case No. 9707 dated _____ and I have read and understand the Protective Agreement and agree to be bound by the terms of the Protective Agreement. I understand that the contents of the Protected Materials, including any portion of any notes, memoranda, or any other writing which includes information from the Protected Materials, either taken directly or derived in some other form and any knowledge derived from the Protected Materials, shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purpose of the proceedings in Case No. 9707.

I understand that the restrictions in the Protective Agreement and in this Certification will not apply to any Protected Materials subsequent to the time, if any, such Protected Materials are intentionally disseminated publicly by the Disclosing Party or are disclosed pursuant to lawful order of the Public Service Commission of Maryland, its designated Public Utility Law Judge or Special Master, or a court of competent jurisdiction, subpoena, or an agreement of the parties.

I agree to comply with this Protective Agreement and understand that the Disclosing Party will enforce its rights under the Protective Agreement and will pursue any available remedies to address material violations, including, but not limited to, pecuniary damages, attorneys' fees and injunctive relief.

By signing this Certification I represent that I am not a Restricted Person, as that term is defined in the Protective Agreement and/or 18 C.F.R. § 388.113, and that I will not disclose any information designated as CEII to a Restricted Person.

Printed Name: _____

Signature: _____

Company/
Organization: _____

Date: _____