

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Case No. 23-2220-RULE

Proceeding to design the potential Clean Heat Standard	
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Order entered: 03/26/2024

PROCEDURAL ORDER GRANTING REVISED PROTECTIVE AGREEMENT

I. INTRODUCTION

Under Act 18, the Affordable Heat Act,¹ each entity that sells heating fuel into or in Vermont must register with the Vermont Public Utility Commission (“Commission”) annually.² The Commission has devised a registration form and online portal for collecting this information. The registration information is intended to allow the Commission to determine whether a registrant would be considered an obligated party under the Clean Heat Standard—an entity that is required to obtain or create clean heat credits—and, if the Clean Heat Standard is adopted, the amount of an obligated party’s annual clean heat credit requirement.

Section 8124(b)(3) of Title 30 of the Vermont Statutes Annotated requires that the Commission share the obligated parties’ information with the Vermont Agency of Natural Resources (“ANR”) and the Vermont Department of Public Service (“Department”) for purposes of updating the Vermont Greenhouse Gas Emissions Inventory and Forecast and meeting the requirements of 10 V.S.A. § 591(b)(3).³

¹ Public Act 18 (2023 Vt., Bien. Sess.) (“Act 18”).

² See 30 V.S.A. § 8124(b)(1) (“Each entity that sells heating fuel into or in Vermont shall register annually with the Commission by an annual deadline established by the Commission. The first registration deadline is January 31, 2024, and the annual deadline shall remain January 31 of each year unless a different deadline is established by the Commission. The form and information required in the registration shall be determined by the Commission and shall include all data necessary to establish annual requirements under this chapter. The Commission shall use the information provided in the registration to determine whether the entity shall be considered an obligated party and the amount of its annual requirement.”)

³ Section 591(b)(3) requires the Vermont Climate Council to “[i]dentify the means to accurately measure: (A) the State’s greenhouse gas emissions and progress towards meeting the reduction requirements pursuant to section 578 of this title, including publishing emissions data in a timely manner; (B) the effectiveness of the specific initiatives, programs, and strategies set forth in the Plan and updates to the Plan in reducing greenhouse gas emissions; (C) the effect of climate change on the State’s climate, wildlife, and natural resources; and (D) the existing resilience of the State’s communities, infrastructure, and economy and progress towards improving resilience to adapt to the current and anticipated effects of climate change.”

In our January 24, 2024, order, we determined that the volumetric information and the identities of supplier and client businesses on the fuel dealers' registration forms should be protected as confidential under 1 V.S.A. § 317(c)(9) ("Designated Confidential Information"). To preserve the confidentiality of that information while facilitating the disclosure of information pursuant to the statute, we requested that the statutory recipients of the fuel dealers' confidential information—the Department and ANR (collectively "Parties" or "Agencies")—enter into a protective agreement. Before the Commission is a revised protective agreement dated March 22, 2024 (the "Revised Protective Agreement"). Also before the Commission is a proposal by the Department to issue a proposed "Procedures Order" instead of approving the Revised Protective Agreement.

In today's Order, the Commission issues a Protective Order implementing the procedures of the Revised Protective Agreement to preserve the confidentiality of the Designated Confidential Information.

II. PROCEDURAL HISTORY

On January 24, 2024, the Commission issued an order designating the volumetric information regarding fuel suppliers and customers as confidential and requesting that the Department and ANR execute and submit for the Commission's approval a protective agreement to facilitate the sharing of information between the Commission and the Department and ANR.

On February 15, 2024, the Department and ANR filed a joint request for an extension of the deadline to file a protective agreement.

On February 22, 2024, the Commission issued an order extending the deadline to file a protective agreement and providing additional guidance for how the Commission would share the information with the Department and ANR, as required by Section 8124(b)(3).

On March 1, 2024, the Department and ANR executed a joint protective agreement.

On March 4, 2024, ANR filed a motion for protective order, requesting that the Commission approve the protective agreement as filed ("ANR's Motion"). The Department did not join ANR's motion, and instead filed a separate motion requesting that the Commission adopt a proposed "Procedures Order" in place of the protective agreement ("Department's Motion"). ANR did not join the Department's motion.

On March 7, 2024, the Vermont Fuel Dealers Association filed a motion in opposition to the Department's Motion and ANR's Motion. Also on March 7, Global Companies LLC and Global Montello Group Corp. jointly filed a motion in opposition to the Department's Motion and ANR's Motion (collectively "Fuel Dealers' Opposition Motions").⁴

On March 15, 2024, the Department filed a reply to the Opposition Motions urging the Commission to adopt the "Procedures Order" in place of a protective agreement.

Also on March 15, 2024, ANR filed a reply in support of adopting the Revised Protective Agreement filed with its reply.

On March 22, 2024, ANR filed a revised reply and motion for protective order based on discussions ANR and the Department had with the Vermont Fuel Dealers Association.

III. PARTIES' POSITIONS

ANR has filed with the Commission the Revised Protective Agreement and a motion requesting that the Commission issue a Protective Order adopting the Revised Protective Agreement. The Revised Protective Agreement has been executed by the Department and ANR.⁵

Although the Department has signed the Revised Protective Agreement, it maintains that the Commission would need to be a signatory for the Revised Protective Agreement to be effective. Instead, the Department advocates that the Commission adopt a proposed "Procedures Order" to protect the fuel dealers' confidential information. The Procedures Order reiterates the procedures outlined in the Commission's February 22 order and includes five other provisions that overlap with the Revised Protective Agreement submitted by ANR.⁶

The Fuel Dealers (referencing the March 1 version of the protective agreement) argue that two changes should be made: (1) the last sentence of paragraph 2 should be removed as inconsistent with the Commission's January 24 order; and (2) paragraph 7 should be modified to

⁴ The two motions are virtually identical.

⁵ ANR has submitted three protective agreements: an original dated March 1, 2024, a revised dated March 14, 2024, and a further revised dated March 22, 2024. The Revised Protective Agreement is the version under consideration in this Order. The Commission views the March 1, 2024, and March 14, 2024, protective agreements as superseded.

⁶ The Department has submitted two proposed "Procedures Orders": one on March 4, 2024, and a revised version on March 15, 2024. The revised Procedures Order is the version under consideration in this Order. The Commission views the March 15, 2024, Procedures Order as superseded.

(a) provide notice to registrants and (b) permit disclosure of the information only after a court or the Commission has authorized such release. The fuel dealers do not address the Department's Procedures Order.

IV. DISCUSSION

Typically, the Commission authorizes the issuance of protective orders, for good cause shown, to protect "confidential research, development, or commercial information" from disclosure by a party or parties receiving it for purposes of discovery and presenting testimony in a given case.⁷ This case presents several wrinkles that complicate the typical protective-agreement analysis.

This case is not a litigated proceeding with discovery and the preparation of prefiled testimony. Case No. 23-2220-RULE was opened to facilitate a rulemaking proceeding that allows "for open collaboration on the design of the potential Clean Heat Standard."⁸ This case encompasses many sub-issues related to the development and implementation of the potential Clean Heat Standard. One of those sub-issues is the creation of a fuel dealers' registration form, pursuant to 30 V.S.A. § 8124(b). The fuel dealers' registration form requires entities to submit information to the Commission, but not in contested litigation. By analogy, the use of a protective agreement for the fuel dealers' registration information is akin to the data submitted to the Commission for compliance with the self-managed energy efficiency program.⁹ Thus, there is another context where a protective agreement is contemplated as the means to protect information filed with the Commission but not in a discovery or litigation context.

In our January 24 order, we already determined that the fuel dealers' registration information would be handled confidentially and requested that the Department and ANR file a protective agreement to facilitate the sharing of this confidential information. However, the different positions presented by the Department and ANR require us to consider the appropriate mechanism for implementing the confidential protection of the fuel dealers' registration

⁷ Commission Rule 2.230(B)(7).

⁸ *Proceeding to design the potential Clean Heat Standard*, Case No. 23-2220-RULE, Order of 6/30/23.

⁹ See 30 V.S.A. § 209(j)(4)(J) ("A participant in the self-managed program class may request confidentiality of data it reports to the Commission if the data would qualify for exemption from disclosure under 1 V.S.A. § 317. If such confidentiality is requested, the Commission shall disclose the data only in accordance with a protective agreement approved by the Commission and signed by the recipient of the data, unless a court orders otherwise.").

information: a protective agreement or a different type of order, such as the Department's Procedures Order.

The Department argues that the Commission would need to be a party to the protective agreement for the agreement to be effective and, thus, suggests that the Commission issue an order governing the Department's and ANR's conduct instead. ANR maintains the position that the Commission should issue a Protective Order approving the Revised Protective Agreement. Neither the Department nor ANR articulate any further reasons for their proposed approaches.

This Discussion proceeds in three parts: (1) we analyze whether the proposed changes to the Revised Protective Agreement and the Procedures Order resolve the issues raised in the Fuel Dealers' Opposition Motions; (2) we identify the differences between the Revised Protective Agreement and the Procedures Order; and (3) we determine the best approach to protect the fuel dealers' registration information.

A. Issues Raised in the Fuel Dealers' Opposition Motions

The fuel dealers raise concerns about two separate paragraphs in the protective agreement. In response, ANR has revised the protective agreement, and the Department has revised the language of the Procedures Order to address these concerns.

First, the fuel dealers argued that the language in paragraph 2 of the original protective agreement required that the fuel dealers establish a good faith basis for confidential protection of the fuel dealers' registration information. The last sentence of paragraph 2 of the original protective agreement states, "There must be a good faith basis for all claims of confidentiality and the burden of establishing that the confidential treatment of this information is warranted is on the entity seeking to prevent disclosure." The fuel dealers argue that the Commission already determined in its January 24 order that such a good faith basis exists. In response, ANR and the Department amended this section of their respective documents to delete the original language objected to and to clarify that the provision only refers to information beyond what was already designated confidential in the Commission's January 24 order. We find the Revised Protective Agreement language resolves the fuel dealers' concerns regarding paragraph 2.

Second, the fuel dealers assert that the language in paragraph 7 of the original protective agreement fails to provide adequate notice and an opportunity to obtain a protective order should

the Department or ANR receive a subpoena. ANR has revised the protective agreement to: (1) clarify that paragraph 7 only applies to instances where the Department or ANR receive a subpoena requesting the confidential information; (2) add an obligation to file a notice of subpoena in this case to notify the registrants; (3) add an obligation to provide direct notice to registrants should ANR and the Department have the registrants' contact information; and (4) comply with Vermont Rule of Civil Procedure 45 governing subpoenas.¹⁰ We find paragraph 7 of the Revised Protective Agreement resolves the concerns previously advanced in the Fuel Dealers' Opposition Motions.

As part of its argument regarding paragraph 7, the fuel dealers also advance the same contentions about public records requests. In its reply, ANR explains that paragraph 6 of the Revised Protective Agreement states that the Department and ANR will not disclose the confidential information in response to a public records request and will rely on an exemption to Vermont's Public Records Law.¹¹ Paragraph 6 is sufficient to resolve the fuel dealers' concerns as they apply to public records requests.

B. Comparing the Revised Protective Agreement to the Procedures Order

The Revised Protective Agreement is substantially more detailed than the Procedures Order. The Procedures Order contains six paragraphs. The Revised Protective Agreement contains fourteen paragraphs. Paragraph 1 of the Procedures Order repeats the internal Commission procedures outlined in the Commission's February 22 order. The Revised Protective Agreement does not reference these internal Commission procedures.¹² The chart below summarizes the relationship between the five remaining provisions of the Procedures Order and the provisions of the Revised Protective Agreement.

Procedures Order	Revised Protective Agreement
¶ 2: "The Agencies shall direct any agents, contractors, consultants, and other representatives to execute an agreement with the	¶ 4: "Each Agency may afford access to the Designated Confidential Information to their agent, employees, contractors, consultants, and

¹⁰ Commission Rule 2.218(G) addresses subpoenas and provides the same protections and requirements as V.R.C.P. 45(c)(2)(B).

¹¹ 1 V.S.A. § 317(c)(1) (exempting from disclosure "[r]ecords that by law are designated confidential or by a similar term" and interpreting this to apply to the Commission's January 24 order). This paragraph also existed in the original protective agreement.

¹² To the extent that paragraph 1 of the Procedures Order intended to memorialize these provisions, the Commission's February 22 order did just that.

<p>Agencies to protect the confidentiality of the Designated Confidential Information before it is shared with them and to return Designated Confidential Information at the expiration of their contract with the Agencies.”</p> <p>¶ 3: “The Agencies’ employees and agents shall protect the confidentiality of Designated Confidential Information.”</p>	<p>other representatives for the purposes described in Title 30, Chapter 94 of the Vermont Statutes Annotated. The Agencies’ employees shall protect the confidentiality of Designated Confidential Information. The Agencies shall direct any contractors, consultants, and other representatives to execute an agreement with the Agencies to protect the confidentiality of Designated Confidential Information before it is shared with them and to return Designated Confidential Information at the expiration of their contract with the Agencies.”</p>
<p>¶ 4: “The access of a recipient of Designated Confidential Information ceases upon termination of employment with an Agency. Any employee of an Agency who has access to Designated Confidential Information shall continue to be bound by the terms of the agreement¹³ after termination of employment.”</p>	<p>¶ 10: “An individual’s access to Designated Confidential Information ceases upon termination of employment with an Agency. Any employee of an Agency, who has access to Designated Confidential Information, shall continue to be bound by the terms of this agreement after termination of employment.”</p>
<p>¶ 5: “Any Agency or other party to this proceeding seeking to designate any additional information as confidential may file a motion with the Commission for an amendment, modification, or addition to the Commission’s designation of confidential information.”</p> <p>¶ 6: “The burden of establishing that the confidential treatment of any additional information is warranted is on the entity seeking to prevent disclosure.”</p>	<p>¶ 2: “The scope of Designated Confidential Information protected under this Agreement is defined by the January 24, 2024, Order, and can only be amended by Order of the Commission. Any Agency or other person seeking to designate additional information as confidential may file a motion with the Commission for an amendment, modification, or addition to the Order adopting this Agreement. The burden of establishing that the confidential treatment of this information is warranted is on the entity seeking to prevent disclosure.”</p>

The Revised Protective Agreement provides additional provisions detailing the scope of the information protected by the provisions of the agreement (paragraphs 1-2); purpose of the use of the confidential information (paragraph 3); protection of notes concerning the protected information (paragraph 5); response to public records requests (paragraph 6); response and

¹³ It is unclear what this reference to “agreement” means in the context of the Procedures Order because paragraph 2 requires agents, contractors, consultants, and other representatives—but not employees—to execute an agreement with the Agencies.

process for subpoenas for the protected information (paragraph 7); term of the agreement (paragraph 8); an assignment prohibition (paragraph 9); governing law (paragraph 11); a retention of rights (paragraphs 12 and 14); statement of good faith (paragraph 13); and rationale for entering into the agreement (paragraph 14).

C. Assessing the Two Approaches

The Commission customarily uses a protective agreement to designate information confidential and govern the treatment of that confidential information. As explained above, that includes the confidential treatment of information submitted to the Commission in the context of a non-litigated case.¹⁴ We see no reason to deviate from that approach in this situation.

The additional provisions in the Revised Protective Agreement ensure that the fuel dealers' confidential information is protected and that the rights of the Agencies are sufficiently outlined. While the Commission recognizes that the appropriate counterparty to such an agreement is each individual fuel dealer, we have determined that individual assessments of each registrant's responses is an unduly cumbersome method for resolving the treatment of the registration information. In our January 24 order, we elected to provide blanket protection to carry out the legislative mandate of Section 8124(b)(3) in the time provided.

Based on the language of the Revised Protective Agreement, it is not clear why the Commission would need to be a signatory to the agreement. The obligations detailed in the Revised Protective Agreement are not framed in the way that the standard protective agreement is written in which the entity producing the information is the counterparty to those receiving the confidential information. The modified language of the Revised Protective Agreement is in line with the Commission's February 22 order that recognized the protective agreement in this case would have to differ substantially from the standard protective agreement. We appreciate the Department and ANR's ingenuity in arriving at a workable result for these unique circumstances.

The Commission finds good cause to order the implementation of the Revised Protective Agreement and declines to adopt a Procedures Order. The Commission has determined that the Revised Protective Agreement is appropriate, useful, and reasonable. This Protective Order

¹⁴ See also *Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC 2022 Standard Definition & High Definition Channels annual report*, Case No. 23A-1181, Order of 5/12/23.

governs how the Agencies receiving the Designated Confidential Information, pursuant to Section 8124(b)(3), will handle that confidential information.¹⁵

V. ORDER


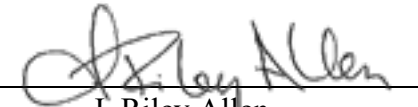
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by the Public Utility Commission (“Commission”) of the State of Vermont that:

1. The attached Revised Protective Agreement, dated March 22, 2024, filed with the Commission on March 22, 2024, is approved and adopted as part of this Order.

SO ORDERED.

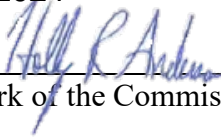
¹⁵ The order paragraphs of the Commission’s January 24 order further explain how the Commission will handle the treatment of the Designated Confidential Information. Nothing in this Order amends or alters those order paragraphs.

Dated at Montpelier, Vermont, this 26th day of March, 2024.

 _____)	
Edward McNamara)	PUBLIC UTILITY
)	
 _____)	COMMISSION
J. Riley Allen)	OF VERMONT
)	

OFFICE OF THE CLERK

Filed: March 26, 2024

Attest: 

 Clerk of the Commission

Notice to Readers: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Commission (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: puc.clerk@vermont.gov)

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Case No. 23-2220-RULE

Proceeding to design the potential Clean Heat Standard	
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PROTECTIVE AGREEMENT

THIS AGREEMENT is dated as of March 14, 2024, and is by and between the Vermont Department of Public Service (“Department”) and the Vermont Agency of Natural Resources (“ANR”), the names of which are set forth on the motion and signature pages to this Agreement (Department and ANR will sometimes be referred to herein, where the context requires, as an “Agency” and collectively as the “Agencies”).

WHEREAS, Act 18 of 2023, codified in Title 30, Chapter 94 of the Vermont Statutes Annotated, requires each entity that sells heating fuel into and in Vermont to register annually with the Vermont Public Utility Commission (“Commission”).

WHEREAS, 30 V.S.A. § 8124(b)(3) requires the Commission to “share complete registration information of obligated parties” with the Agencies on an annual basis, not later than 30 days following the annual registration deadline, “for purposes of updating the Vermont Greenhouse Gas Emissions Inventory and Forecast and meeting the requirements of 10 V.S.A. §591(b)(3).”

WHEREAS, the Vermont Fuel Dealers Association (“VFDA”), Global Partners LP, and Vermont Gas Systems, Inc. (“VGS”), on behalf of registrants, requested that the Commission protect information about suppliers, customers, and fuel purchased as confidential trade secrets.

WHEREAS, on January 24, 2024, the Commission issued an Order granting confidential treatment of the following registration information: (1) volumetric information and (2) the

identities of supplier and client businesses (which information is referred to herein as “Designated Confidential Information”).¹

WHEREAS, the Commission’s Order requested the Agencies “to execute and submit for the Commission’s approval a protective agreement to facilitate the sharing of information between the Commission and the Department and ANR, pursuant to 30 V.S.A. §8124(b)(3).”²

WHEREAS, the Agencies have developed the procedures established in this Agreement for the disclosure of Designated Confidential Information to the Agencies and the provisions for holding such Designated Confidential Information in confidence;

NOW, THEREFORE, the Agencies agree to procedures as follows:

1. This Agreement applies only to registration information that the Commission has ordered to be treated as confidential in its January 24, 2024, Order.

2. The scope of Designated Confidential Information protected under this Agreement is defined by the January 24, 2024, Order, and can only be amended by Order of the Commission. Any Agency or other person seeking to designate additional information as confidential may file a motion with the Commission for an amendment, modification, or addition to the Order adopting this Agreement. The burden of establishing that the confidential treatment of this information is warranted is on the entity seeking to prevent disclosure.

¹ *Order granting confidential treatment of registration information*, Case No. 23-2220-RULE, Order of 1/24/24, at 10.

² *Id.*

3. No Agency that has executed this Agreement, no person representing such Agency, no employee, agent, consultant or contractor of such Agency, that is afforded access to the Designated Confidential Information shall use the Designated Confidential Information for any purpose other than the purposes described in Title 30, Chapter 94 of the Vermont Statutes Annotated.³ Each such Agency, and each representative person, agent, or expert of the Agency, shall keep the Designated Confidential Information secure and shall not disclose it or afford access to it to any person not authorized by this Agreement to receive same.

4. Each Agency may afford access to the Designated Confidential Information to their agent, employees, contractors, consultants, and other representatives for the purposes described in Title 30, Chapter 94 of the Vermont Statutes Annotated. The Agencies' employees shall protect the confidentiality of Designated Confidential Information. The Agencies shall direct any contractors, consultants, and other representatives to execute an agreement with the Agencies to protect the confidentiality of Designated Confidential Information before it is shared with them and to return Designated Confidential Information at the expiration of their contract with the Agencies.

5. The Agencies' agent, employees, consultants, contractors, and representatives who have agreed in writing to be bound by this Agreement, may take notes regarding such Designated Confidential Information, but only as necessary for the purposes described in Title 30, Chapter

³ Vt. Stat. Ann. tit. 30, § 8124(b)(3), "Each year, and not later than 30 days following the annual registration deadline established by the Commission, the Commission shall share complete registration information of obligated parties with the Agency of Natural Resources and the Department of Public Service for purposes of updating the Vermont Greenhouse Gas Emissions Inventory and Forecast and meeting the requirements of 10 V.S.A. § 591(b)(3).

94 of the Vermont Statutes Annotated. Such notes shall be treated the same as the Designated Confidential Information from which the notes were taken and shall not be used for any purpose other than as specified herein.

6. Should the Agencies receive any request to disclose Designated Confidential Information pursuant to this Agreement under the Vermont Public Records Law, the Agencies agree to assert the exemption contained within 1 V.S.A. § 317(c)(1) to prevent disclosure of records “that by law are designated confidential or by a similar term.” The basis for this exemption to public records request disclosure will be the Commission’s Protective Order issued in accordance with this Agreement.⁴ Assertion of any other exemptions shall be at the discretion of the Agencies.

7. Should the Agencies receive a subpoena for Designated Confidential Information, the Agencies promptly shall notify the Commission and the registrants of the pendency of such subpoena by filing a notice in the above-referenced proceeding. If the registrants provide contact information to the Commission, and the Commission shares that contact information with the Agencies, then the Agencies will use that contact information to provide direct notice to registrants of the pendency of a subpoena, in addition to filing a notice in the above-referenced proceeding. In response to a subpoena, the Agencies will produce the documents or information within the timeframe prescribed by the subpoena or applicable state law unless a registrant, or their representative files an objection to the production of the documents or information with the court or Commission. If an objection is made, the Agencies will withhold production of the documents or information, unless otherwise directed pursuant to an order of the court or Commission. Nothing in this Agreement shall limit or waive any rights that a registrant may have under applicable law to seek protection against disclosure pursuant to a subpoena.

8. The Commission's January 24, 2024, Order determined that "[t]he confidential treatment of the registration information provided for in this Order will expire five years from the date that the information is submitted on an annual registration form."⁵ Accordingly, this Agreement shall cover Designated Confidential Information for a period of five years from the date it is submitted to the Commission in an annual registration form.

9. No signing Agency hereto may assign to any third Agency its rights or obligations hereunder, and any such assignment by any signing Agency of the rights and obligations hereunder shall be null and void.

10. An individual's access to Designated Confidential Information ceases upon termination of employment with an Agency. Any employee of an Agency, who has access to Designated Confidential Information, shall continue to be bound by the terms of this agreement after termination of employment.

11. This Agreement is made under and shall be governed by the laws of the State of Vermont.

12. This Agreement shall in no way be deemed to constitute any waiver of rights of an Agency not governed by this agreement. The foregoing provisions of this Agreement notwithstanding, any Agency may at any time, to the full extent allowable by applicable law, contest any assertion or appeal any finding that specific information is or should be Designated Confidential Information or that it should or should not be subject to the protective requirements of this Agreement.

⁵ 1/24/24 Commission Order, at 10.

13. Each Agency warrants that it will act in good faith and will not do anything to deprive any other Agency of the benefit of this Agreement.

14. The Agencies have entered into this Agreement to fulfill the Commission's Order to maintain the confidentiality of the Designated Confidential Information. Entry into this Agreement shall not be construed as an admission by any Agency regarding the scope of the Agency's statutory right to information, nor shall it be construed as a waiver of the right to raise any and all appropriate confidentiality issues in future cases.

Dated this March 22, 2024.

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