

STATE OF VERMONT
PUBLIC SERVICE BOARD

VERMONT PUBLIC
SERVICE BOARD
2015 SEP 3 PM 4 17

Docket No. 7250

Amended Petition of Deerfield Wind, LLC for a certificate)
of public good authorizing it to construct and operate 17 turbine,)
34 to 35.7 MW wind generation facility, and associated transmission)
and interconnection facilities, on approximately 80 acres in the)
Green Mountain National Forest, located in Searsburg and)
Readsboro, Vermont, with 7 turbines to be placed on the east side)
of Route 8 on the same ridgeline as the existing GMP Searsburg)
wind facility (Eastern Project Area), and 10 turbines along the)
ridgeline to the west of Route 8 in the northwesterly orientation)
(Western Project Area))

SECOND PROTECTIVE AGREEMENT

THIS AGREEMENT is dated as of August 27, 2015, and is by and among Deerfield Wind, LLC ("Petitioner" or "Deerfield Wind") and the State of Vermont Public Service Department ("Department" or "PSD") and certain other below-signed parties, the names of which are set forth on the signature pages and approved schedules to this Agreement (Petitioner, the PSD, and each other party will be sometimes referenced herein, where the context requires, as a "Party" and collectively as the "Parties");

WHEREAS, the Parties desire to cooperate in the provision of information relevant to the conditions set forth in the Certificate of Public Good issued in the above-designated Docket;

WHEREAS, a Party may have information pertinent to issues in the Docket that it desires to provide to the Parties, which the disclosing Party believes could result in financial and/or competitive harm if it is required to disclose such information to the public, and which information the disclosing Party believes to be proprietary, privileged, confidential or in the nature of a trade secret (which information is referenced herein as "Allegedly Confidential Information") or contains Critical Energy Infrastructure Information ("CEII") and is specifically described on Schedule I (for

Allegedly Confidential Information) or Schedule Ia (for CEII) attached hereto, which Schedule(s) may be amended only in accordance with the terms of this Agreement);

WHEREAS, each disclosing Party desires to disclose Allegedly Confidential Information or CEII only to Parties that have executed Schedule IIa or Schedule IIb as appropriate to this Agreement or, in certain situations, only to the State of Vermont Public Service Board ("Board") and/or to the Department for review in accordance with this Agreement; and

WHEREAS, the Parties have agreed to the procedures established in this Agreement for the disclosure of Allegedly Confidential Information or CEII to the Parties, the Department, and/or the Board and to the provisions for holding such Allegedly Confidential Information or CEII in confidence;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. If a disclosing Party seeks to place information under this protective agreement, it shall file an averment, as described in Paragraph 2 of the Protective Order and attached as Schedule IV to this agreement, with the Department. If the Department agrees to treat specific information to be provided as Allegedly Confidential Information or CEII, the disclosing Party will submit to the Board and all Parties a copy of Schedule I or Ia, as appropriate, as from time to time revised in accordance with the terms of this Agreement, identifying each such item of Allegedly Confidential Information or CEII and signed or initialed by the Department to evidence its agreement to treat such item as Allegedly Confidential Information or CEII. This Agreement applies only to that information that the Parties agree will be treated as Allegedly Confidential Information listed on Schedule I or CEII information listed on Schedule Ia. Schedule I or Schedule Ia may be amended only by agreement of the Parties. Upon agreement of the Department to Schedule I or Ia, or an

amendment thereto, the entity seeking to place information under this protective agreement shall file the same averment, previously filed with the Department, with the Board as required by the Protective Order which is attached as Schedule IV to this agreement. If the Department does not agree to treat specific information as Allegedly Confidential Information or CEII, the disclosing Party may request a hearing before the Board to seek a protective order as provided under V.R.C.P. 26(c). Any request for hearing shall be filed in writing with the Board and Parties within five (5) business days of its receipt of a denial by the Department that such information can be treated as Allegedly Confidential Information or CEII under this Agreement. During the five-day period, the information shall be treated as Allegedly Confidential Information under this Agreement. If a timely request is filed with the Board and the Parties, the information shall be treated in accord with paragraph 17 of this Agreement.

2. The Department may obtain Allegedly Confidential Information or CEII by submitting to the disclosing Party's counsel Schedule IIa attached hereto, which incorporates by reference this Protective Agreement. If such a request is made for Allegedly Confidential Information or CEII, the disclosing Party, through its counsel, will provide one copy of the Allegedly Confidential Information or CEII sought by the Department or otherwise make such Allegedly Confidential Information or CEII available. The Department will afford access to the Allegedly Confidential Information or CEII only to its employees and consultants who have executed Schedule IIa and returned the executed Schedule IIa to the disclosing Party's counsel. The Department shall make only one copy of any Allegedly Confidential Information or CEII for each individual who has executed Schedule IIa, except as otherwise provided in Paragraph 4 hereof.

3. A Party other than the Department may seek to obtain Allegedly Confidential Information or CEII by submitting to the disclosing Party's counsel the Protective Agreement attached hereto as Schedule IIb and its request by Schedule III hereto. If such a request is made for

Allegedly Confidential Information or CEII, the disclosing Party, through its counsel, will provide one copy of the Allegedly Confidential Information or CEII sought to such Party, or otherwise will make such Allegedly Confidential Information or CEII available to such Party, except those documents or portions thereof excised based on legal objection and duly noted by the disclosing Party's counsel, including, but not limited to, objections based on CEII, relevance, privilege, or discovery that is burdensome, cumulative or requires disclosure or confidential commercial information or trade secrets. Each such Party will afford access to the Allegedly Confidential Information or CEII only to such employees, consultants and other representatives who have executed Schedule IIb and are named in Schedule III to this Agreement and returned the executed Schedule IIb to the disclosing Party's counsel. A Party shall make only one copy of any Allegedly Confidential Information or CEII for each individual who has executed Schedule IIb, except as otherwise provided in Paragraph 4 hereof.

4. Documents containing or incorporating Allegedly Confidential Information or CEII to be offered in evidence under seal may be copied as necessary for that purpose. The Parties' counsel, personnel, and consultants, who have agreed in writing to be bound by this Agreement, may take notes regarding such Allegedly Confidential Information or CEII, but only as necessary for preparation for proceedings in this Docket. Such notes shall be treated the same as the Allegedly Confidential Information or CEII from which the notes were taken and shall not be used for any purpose other than as specified herein.

5. No Party that has executed this Agreement, no person representing such Party, no agent of such Party or Expert associated with such Party, that is afforded access to the Allegedly Confidential Information or CEII shall use the Allegedly Confidential Information or CEII for any purpose other than the purpose of preparation for and conduct of this Docket, including appeals of any order or ruling therein, and then solely as contemplated herein. Each such Party, and each such

representative person, agent or expert witness, shall keep the Allegedly Confidential Information or CEII secure and shall not disclose it or afford access to it to any person not authorized by this Agreement to receive same. Nothing in this Agreement precludes the Department from using Allegedly Confidential Information or CEII obtained hereunder either to seek a Board investigation, (provided that the Department continues to treat such Allegedly Confidential Information or CEII pursuant to the protective terms of this Agreement), or request that the Allegedly Confidential Information, CEII or similar information be provided by the disclosing Party in any other context.

6. There must be a good-faith basis for all claims of confidentiality. Claims without such a basis may result in sanctions against the party making the unfounded claim. A party's public disclosure of information that it has designated as Allegedly Confidential or CEII may indicate that the party lacked a good-faith basis for that designation.

7. All documents filed with the Board and/or Department that are subject to the Protective Agreement as Allegedly Confidential Information or CEII and any documents that discuss or reveal documents that constitute Allegedly Confidential Information or CEII shall be filed by enclosing such information in sealed envelopes and/or other appropriate sealed containers on which shall be endorsed the caption and docket number of the proceeding, the nature of the contents (materials, post-CPG compliance filings, discovery response, report, etc.) and a statement that it shall not be opened or released from custody of the Clerk of the Board except by order of the Board. Notwithstanding such a statement, the members of the Board, any employee or consultant specifically authorized by the Board to assist the Board in this proceeding, and any Hearing Officer appointed to this Docket may have access to such sealed Allegedly Confidential Information or CEII, but shall not disclose the contents of any such sealed information to any person who has not agreed to be bound by the Protective Agreement.

8. The Board will retain jurisdiction to make such amendments, modifications and additions to this Order as it may, from time to time, deem appropriate, including any such amendments, modifications or additions resulting from a motion made pursuant to the Protective Agreement. Any Party or other person may apply to the Board for an amendment, modification, or addition to the Protective Order issued in accordance with this Agreement.

9. Subpoenas and access to public records requests.

a. Should the Department or any other Party receive any subpoena, or any request pursuant to Vermont law regarding access to public records, for any document or information received pursuant to this Agreement, the Department or such other Party promptly shall notify the counsel or other representative of the disclosing Party of the pendency of such subpoena or other request.

b. In response to a subpoena, the Department or other Party will produce the documents or information within the timeframe prescribed by the subpoena or applicable state law unless the disclosing Party obtains a Protective Order from a court or administrative body of competent jurisdiction barring the production of the documents or information.

c. Nothing in this Agreement shall limit or waive any rights that the disclosing Party may have under applicable law to seek protection against disclosure pursuant to a subpoena, a request for access to public records, or any other request for information.

10. If a Party wishes to prefile any testimony or exhibits that include or otherwise disclose Allegedly Confidential Information or CEII, that Party must give five business days' advance notice to counsel for the Party that designated the information as Allegedly Confidential or

CEII. Any Party may move the Board for an order that the testimony or exhibits be filed under seal or under other conditions to prevent unnecessary disclosure.

- a. If such motion is filed within the five-business-day advance notice period, the proponent of the testimony and exhibits shall place them in a sealed record by filing such documents in sealed envelopes or other appropriate sealed containers on which shall be endorsed the caption and docket number of the proceeding, the nature of the contents (exhibit, report, etc.) and a statement that it shall not be opened or released from custody of the Clerk of the Board, except by Order of the Board or Hearing Officer. Notwithstanding such a statement, the members of the Board, any employee or consultant specifically authorized by the Board to assist the Board in this proceeding, and any Hearing Officer appointed to this Docket may have access to such sealed Allegedly Confidential Information or CEII, but shall not disclose the contents of any such sealed information to any person who has not agreed to be bound by the Protective Agreement. The Board or Hearing Officer will then determine whether the proffered evidence should continue to be treated as confidential information and, if so, what protection, if any, may be afforded to such information.

- b. If no such motion is filed by the end of the five-business-day advance notice period, the testimony and exhibits may be filed as a document available for public access.

11. At any hearing or conference in this proceeding, no witness may be questioned with respect to any Allegedly Confidential Information or CEII, unless examining counsel has provided advance notice to counsel for any party or other person that designated the information as Allegedly Confidential or CEII. To the extent possible, such notice shall be given prior to the commencement of the hearing or conference. Any party may move the Board for an order that the testimony be

received *in camera* or under other conditions to prevent unnecessary disclosure. If such motion is made, the Board or Hearing Officer will then determine whether the testimony should be received *in camera* or subject to other protection.

12. The disclosing Party may make a written request to the Department or other Party for the return of allegedly confidential information or CEII. Such request shall be made within sixty (60) days after final decision, order, or judgment in this docket, unless appeal from such decision, order, or judgment is taken, in which case the request shall be made within sixty (60) days after the conclusion of the appeal and any remand or further appeal therefrom. Within sixty (60) days of such a request, the Department or other Party shall: (a) return the Allegedly Confidential Information or CEII to the disclosing Party's counsel, except for those portions of the Allegedly Confidential Information or CEII which have been made public; (b) cause its employees and consultants to destroy any notes taken concerning, or any documents or information in any form incorporating, Allegedly Confidential Information or CEII which has not been made public; and (c) advise the disclosing Party in writing that the requirements of this paragraph have been met. Notwithstanding the foregoing, nothing in this paragraph shall require the Department to destroy notes, documents, or information in violation of statute.

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

14. An individual's access to Allegedly Confidential Information or CEII ceases upon termination of employment with a Party, and any individual who terminates employment with a Party who has executed this Agreement or Schedule IIa or Schedule IIb shall continue to be bound by its terms.

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

16. This Agreement shall in no way be deemed to constitute any waiver of the rights of any Party to this Docket. The foregoing provisions of this Agreement notwithstanding, any Party to this Docket 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 Allegedly Confidential Information or CEII or that it should or should not be subject to the protective requirements of this Agreement. The Parties hereto retain the right to question, challenge, and object to the admissibility of any and all Allegedly Confidential Information or CEII furnished under this Agreement on any available grounds, including, but not limited to, competency, relevancy and materiality. Any Party may at any time seek by appropriate pleading to have Allegedly Confidential Information or CEII submitted under this Agreement, or under protective order issued by the Board or Hearing Officer pursuant to this Agreement, removed from the coverage of this Agreement or the order.

17. In the event that the Board or a Hearing Officer assigned to this Docket should rule that any information is not appropriate for inclusion in a sealed record, or should be disclosed to a Party where the disclosing Party objects to such disclosure under Paragraph 3 of this Agreement, the Parties agree that, at the request or upon the motion of the Party seeking protection of such information from disclosure, such information will not be disclosed until the later of five business days after the Board or Hearing Officer so orders, or, if an interlocutory appeal or request for a stay of such order is filed, the date upon which such appeal or request is decided; provided, however, that such period of time may be extended in accordance with any stay ordered by the Board or a reviewing court.

18. The Parties will promptly submit to the Board a proposed Protective Order in the form attached hereto as Schedule IV that, if adopted, will set forth the procedure for treating Allegedly Confidential Information in a sealed record.

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

20. This Agreement may be amended or modified only by a written document signed by the Parties hereto.

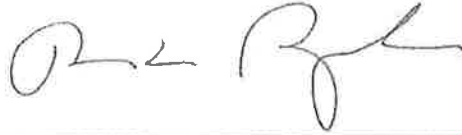
21. The Parties have entered into this Agreement to expedite the production of information, to minimize the time spent in disputes, and facilitate the progress of this docket to the fullest extent possible. Entry into this Agreement shall not be construed as an admission by any Party regarding the scope of the Party'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 dockets.

22. Information that is designated Allegedly Confidential Information or CEII pursuant to this Agreement that a Party obtains independent of this Agreement is not subject to this Agreement.

23. The disclosing Party shall not seek the disqualification of any Department employee, consultant, or other representative as to any authorized Department activity on the grounds that such person reviewed information provided hereunder.

24. The Parties have separately executed an Addendum, that is not subject to Board review and approval, is contractually binding as between the Parties to the extent not in conflict with the Board's order or the other provisions of this Protective Agreement, and its binding effect does not depend on Board approval.

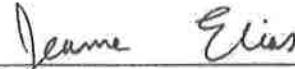
DEERFIELD WIND, LLC



By: _____

Andrew N. Raubvogel
Dunkiel Saunders Elliott Raubvogel & Hand PLLC
Attorneys for Deerfield Wind, LLC

VERMONT PUBLIC SERVICE DEPARTMENT



By: _____

Jeanne Elias, Special Counsel
Vermont Public Service Department

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 7250

Amended Petition of Deerfield Wind, LLC for a certificate)
of public good authorizing it to construct and operate 17 turbine,)
34 to 35.7 MW wind generation facility, and associated transmission)
and interconnection facilities, on approximately 80 acres in the)
Green Mountain National Forest, located in Searsburg and)
Readsboro, Vermont, with 7 turbines to be placed on the east side)
of Route 8 on the same ridgeline as the existing GMP Searsburg)
wind facility (Eastern Project Area), and 10 turbines along the)
ridgeline to the west of Route 8 in the northwesterly orientation)
(Western Project Area))

SCHEDULE I

DOCUMENTS TO BE TREATED AS
ALLEGEDLY CONFIDENTIAL INFORMATION

- 1.
- 2.
- 3.
- 4.

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(Western Project Area))

SCHEDULE Ia

**DOCUMENTS TO BE TREATED AS
CRITICAL ENERGY INFRASTRUCTURE INFORMATION ("CEII")**

- 1.
- 2.
- 3.
- 4.

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ridgeline to the west of Route 8 in the northwesterly orientation)
(Western Project Area))

SCHEDULE IIa

I, _____ (name), serve as
_____ (title or advisory capacity) to the Department
of Public Service ("PSD") in the above-captioned proceeding before the State of Vermont Public
Service Board. In connection with the work done for PSD, I request to be given access to certain
Allegedly Confidential Information of Deerfield Wind, LLC under a Protective Agreement, dated as
of _____ (and captioned under Docket 7250), by and among the Company and
the PSD. A copy of that Protective Agreement has been delivered to me. I have read this
Agreement and agree to comply with and be bound by its terms.

Dated: _____ Signature: _____

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wind facility (Eastern Project Area), and 10 turbines along the)
ridgeline to the west of Route 8 in the northwesterly orientation)
(Western Project Area))

SCHEDULE IIb

I, _____ (name), serve
as _____ (title or advisory capacity)
to _____ (Party) in the above-captioned proceeding
before the State of Vermont Public Service Board. In connection with the work done
for _____ (Party), I request to be given access to certain
Allegedly Confidential Information or Critical Energy Infrastructure Information ("CEII") of
Deerfield Wind, LLC under a Protective Agreement, dated as of _____, by and
among Deerfield Wind, LLC and the Vermont Department of Public Service. A copy of that
Protective Agreement has been delivered to me. I have read this Agreement and agree to comply
with and be bound by its terms. I agree that this Schedule IIb does not authorize my access to the
Allegedly Confidential Information or CEII until it is executed, delivered to and approved by the
counsel for the Company.

Dated: _____ Signature: _____

Name: _____

Title: _____

STATE OF VERMONT
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Amended Petition of Deerfield Wind, LLC for a certificate	)	SCHEDULE III
of public good authorizing it to construct and operate 17 turbine,	)	
34 to 35.7 MW wind generation facility, and associated transmission	)	
and interconnection facilities, on approximately 80 acres in the	)	
Green Mountain National Forest, located in Searsburg and	)	
Readsboro, Vermont, with 7 turbines to be placed on the east side	)	
of Route 8 on the same ridgeline as the existing GMP Searsburg	)	
wind facility (Eastern Project Area), and 10 turbines along the	)	
ridgeline to the west of Route 8 in the northwesterly orientation	)	
(Western Project Area)	)	

The undersigned Party hereby requests that the Allegedly Confidential Information or Critical Energy Infrastructure Information ("CEII") described below be furnished pursuant to the Protective Agreement, dated as of _____, by and among Deerfield Wind, LLC and the Vermont Department of Public Service, to the following person on behalf of _____ (Party):

Name:

Address:

Title:

Description of Employment Responsibilities: (or Advisory Responsibilities to Party)

Description of Allegedly Confidential Information or CEII to be Provided: (attach description as Schedule A if more room is necessary)

Such person has read the Protective Agreement, executed the form designated Schedule IIa or IIb to that Agreement, and agrees that Schedule IIa or IIb does not authorize his/her access to Allegedly Confidential Information or CEII until it is executed, delivered to and approved by the Company.

Party: _____

Dated: _____

Signature: _____

Name: _____

Title: _____

STATE OF VERMONT
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Docket No. 7250

Amended Petition of Deerfield Wind, LLC for a certificate	)	SCHEDULE IV
of public good authorizing it to construct and operate 17 turbine,	)	
34 to 35.7 MW wind generation facility, and associated transmission	)	
and interconnection facilities, on approximately 80 acres in the	)	
Green Mountain National Forest, located in Searsburg and	)	
Readsboro, Vermont, with 7 turbines to be placed on the east side	)	
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ridgeline to the west of Route 8 in the northwesterly orientation	)	
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PROCEDURAL ORDER RE: SECOND PROTECTIVE AGREEMENT

Deerfield Wind, LLC (“Deerfield Wind” or “Petitioner”) or other parties may have information that they allege is of a confidential and proprietary nature and that it has been, or may be, asked to provide to the Public Service Board (“Board”), the Vermont Department of Public Service (“Department” or “PSD”) and certain other parties, the names of which are set forth on the signature pages and approved schedules to the Second Protective Agreement, as defined below. (Petitioner, the PSD and each other party will be sometimes referenced herein, where the context requires, as a “Party” and collectively as the “Parties.”) To preserve the confidentiality of that information while facilitating disclosure of information in this proceeding, the Parties have entered into a Second Protective Agreement, dated as of _____, 2015, attached hereto (the “Protective Agreement”). Schedule I of the Protective Agreement, as may be amended in accordance with the terms of the Protective Agreement, describes information that the disclosing Party alleges may result in financial or competitive harm to it or its parent company/affiliates, if it is required to disclose such information to the public, and which information the disclosing Party believes to be proprietary, privileged, confidential or in the nature of a trade secret (which information is referenced herein as “Allegedly Confidential Information”) or contains “Critical

Energy Infrastructure Information” (“CEII”) and is specifically described on Schedule I attached to the Protective Agreement.

Pursuant to that Protective Agreement and to preserve the confidentiality of Allegedly Confidential Information or CEII, Petitioner, the Department and such other parties that have executed the Protective Agreement request that the Board issue a Protective Order implementing the terms and procedures of the Protective Agreement.

Rule 26(c)(7) of the Vermont Rules of Civil Procedure, applicable here pursuant to Board Rule 2.214(A), specifically authorizes the issuance of protective orders, for good cause shown, so as to protect “confidential research, development, or commercial information” from disclosure by the party or parties receiving it for purposes of discovery and presenting testimony in a given case.

The Board finds good cause to order implementation of the Protective Agreement and finds that such Agreement is appropriate, useful and reasonable, but with the following clarification. Today’s Protective Order shall govern only the protection of documents and information provided in disclosures, discovery, and post-CPG compliance filings. If a Party wishes to keep confidential any material that is proffered for inclusion in the evidentiary record, that Party must present a properly supported motion for protection of that material.

Therefore, IT IS HEREBY ORDERED that Allegedly Confidential Information or CEII provided by a Party pursuant to the Protective Agreement shall be treated in this proceeding as follows:

1. The Protective Agreement, filed with the Board on _____, 2015, and attached hereto, is approved and adopted as part of this Order.
2. For each document or information response that a Party wishes to treat as Allegedly Confidential Information or CEII, the disclosing Party must submit a detailed, document-specific (or information-specific) averment of the basis for such treatment, which addresses the following, to

the extent that the disclosing Party relies upon that factor as the basis for an assertion of confidentiality:

- a. Identification of the specific document or information for which confidential treatment is sought;
- b. Explanation of the degree to which the document or information contains a trade secret, CEII or other commercially sensitive information, or is privileged;
- c. For documents and information alleged to contain Allegedly Confidential Information or CEII,
 - i. the extent the information is known outside the Party and/or its parent or affiliates,
 - ii. the extent the information is known by employees and independent contractors,
 - iii. the measures taken to guard secrecy,
 - iv. the value of the information to the Party, its parent, its affiliates and competitors,
 - v. the amount of effort or money used to develop the information,
 - vi. the ease or difficulty of others in acquiring or duplicating the information, and
 - vii. an explanation of how disclosure of the information could result in cognizable harm sufficient to warrant a protective order;
- d. Justification of the period during which the Party asserts that material should not be available for public disclosure;
- e. Explanation of whether partial disclosure, or disclosure of redacted versions, can adequately protect the Allegedly Confidential Information or CEII; and

- f. Any other information that the party seeking confidential treatment believes may be useful in assessing whether the document or information should remain confidential.
- 3. If a Party wishes to prefile any testimony or exhibits that include or otherwise disclose Allegedly Confidential Information or CEII, that party must give five business days' advance notice to counsel for the Party or other person that designated the information as Allegedly Confidential or CEII. Any Party may move the Board for an order that the testimony or exhibits be filed under seal or under other conditions to prevent unnecessary disclosure.
 - a. If such motion is filed within the five-business-days advance notice period, the proponent of the testimony and exhibits shall place them in a sealed record by filing such documents in sealed envelopes or other appropriate sealed containers on which shall be endorsed the caption and docket number of the proceeding, the nature of the contents (exhibit, report, etc.) and a statement that it shall not be opened or released from custody of the Clerk of the Board, except by order of the Board or Hearing Officer. Notwithstanding such a statement, the members of the Board, any employee or consultant specifically authorized by the Board to assist the Board in this proceeding, and any Hearing Officer appointed to this Docket may have access to such sealed Allegedly Confidential Information or CEII, but shall not disclose the contents of any such sealed information to any person who has not agreed to be bound by the Protective Agreement. The Board or Hearing Officer will then determine whether the proffered evidence should continue to be treated as confidential information and, if so, what protection, if any, may be afforded to such information.
 - b. If no such motion is filed by the end of the five-business-day advance notice period, the testimony and exhibits may be filed as a document available for public access.

4. At any hearing or conference in this proceeding, no witness may be questioned with respect to any Allegedly Confidential Information or CEII, unless examining counsel has provided advance notice to counsel for any party or other person that designated the information as Allegedly Confidential or CEII. To the extent possible, such notice shall be given prior to the commencement of the hearing or conference. Any party may move the Board for an order that the testimony be received *in camera* or under other conditions to prevent unnecessary disclosure. If such motion is made, the Board or Hearing Officer will then determine whether the testimony should be received *in camera* or subject to other protection.

5. Upon receipt of an executed Protective Agreement signature form, that is, either Schedule IIa or IIb to the Protective Agreement, counsel for the disclosing Party shall forward one copy of the form to the Clerk of the Board.

6. All documents filed with the Board that are subject to the Protective Agreement as Allegedly Confidential Information or CEII and any documents that discuss or reveal documents that constitute Allegedly Confidential Information or CEII shall be placed in a sealed record by filing such information in sealed envelopes and/or other appropriate sealed containers on which shall be endorsed the caption and docket number of the proceeding, the nature of the contents (discovery response, post-CPG compliance filing, report, etc.) and a statement that it shall not be opened or released from custody of the Clerk of the Board except by order of the Board. Notwithstanding such a statement, the members of the Board, any employee or consultant specifically authorized by the Board to assist the Board in this proceeding, and any Hearing Officer appointed to this Docket may have access to such sealed Allegedly Confidential Information or CEII, but shall not disclose the contents of any such sealed information to any person who has not agreed to be bound by the Protective Agreement.

7. The Board will retain jurisdiction to make such amendments, modifications and additions to this Order as it may, from time to time, deem appropriate, including any such amendments, modifications or additions resulting from a motion made pursuant to the Protective Agreement. Any Party or other person may apply to the Board for an amendment, modification or addition to this Order.

8. The Board cautions the parties that there must be a good-faith basis for all claims of confidentiality. Claims without such a basis may result in sanctions against the party making the unfounded claim. A party's public disclosure of information that it has designated as Allegedly Confidential or CEII may indicate that the party lacked a good-faith basis for that designation.

SO ORDERED.

Dated at Montpelier, Vermont, this _____ day of _____, 2015.

_____	)	
	)	
_____	)	PUBLIC SERVICE
	)	
_____	)	BOARD
	)	
_____	)	OF VERMONT
	)	
	)	

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ridgeline to the west of Route 8 in the northwesterly orientation)
(Western Project Area))

ADDENDUM TO SECOND PROTECTIVE AGREEMENT

THIS ADDENDUM dated as of August 27, 2015, and is by and among Deerfield Wind, LLC ("Deerfield Wind" or "Petitioner") and the State of Vermont Public Service Department ("Department" or "PSD"). It is a part of the Second Protective Agreement and is fully binding on the Petitioner, the PSD and any party that may become a party to the Protective Agreement (together with the Petitioner and the PSD, the "Parties"); provided, however, that it is not subject to Public Service Board ("Board") review and approval, it is contractually binding as between the Parties to the extent not in conflict with the Board's order or the Protective Agreement approved thereby, and its binding effect does not depend on Board approval.

In consideration of the mutual promises and covenants, the Parties agree as follows:

1. In response to an access to public records request, the Department or any other state agency party to this agreement agrees to assert the "relevant to litigation" exemption contained within 1 V.S.A. § 317(c)(14) to prevent disclosure of the documents or information during the pendency of the litigation. Assertion of any other exemptions shall be at the discretion of the Department or other state agency receiving the request, provided however that Deerfield Wind

reserves all of its rights to appeal any determination by the Department or any other state agency that such documents or information are not exempt from public disclosure pursuant to any subsection of 1 V.S.A. § 317(c) other than (c)(14).

2. At the final termination of the litigation, the Department or other state agency party to this agreement may produce on request the documents or information temporarily protected through the assertion of the "relevant to litigation" exemption within the timeframe prescribed by state law, unless the documents or information are otherwise exempt from disclosure under any other subsection of 1 V.S.A. § 317(c), or unless within such timeframe Petitioner obtains a Protective Order from a court or administrative body of competent jurisdiction barring the production of the documents or information.

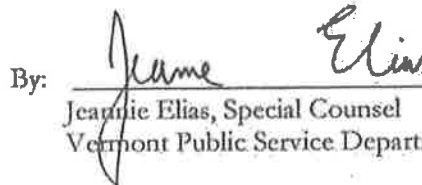
DEERFIELD WIND, LLC



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VERMONT PUBLIC SERVICE DEPARTMENT



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