

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 5903

Investigation into Service Quality Standards,)
Privacy Protections, and other Consumer Safeguards)
for Retail Telecommunications Service)

Order entered: 12/30/96

PROCEDURAL ORDER RE: PROTECTIVE AGREEMENTS

Ludlow Telephone Company, Perkinsville Telephone Company, Northfield Telephone Company, Waitsfield Fayston-Telephone Company, Vermont Telephone Company, Champlain Valley Telecom, STE/NE Acquisition Corp. d/b/a Northland Telephone Company, and Hyperion Telecommunications of Vermont, Inc. (together, the "Petitioners") have information pertinent to this proceeding. In some cases, the Petitioners allege that the disclosure of that information could result in their financial or competitive harm (such information is referenced herein as "Allegedly Confidential Information"). To facilitate provision of such Allegedly Confidential Information in this proceeding, each Petitioner and the Department of Public Service have entered into a Protective Agreement; each of the eight Protective Agreements is identical other than for the name of the individual Petitioner.¹ Schedule I of each Protective Agreement, as may be amended under the terms of the Protective Agreement, describes information that the Petitioners request the Board to treat as Allegedly Confidential Information.

Pursuant to the Protective Agreements, and in order to preserve the confidentiality of the Allegedly Confidential Information while facilitating appropriate further use of this information in this proceeding, the Petitioners and such other parties to this proceeding have requested a Protective Order.

I find that an order implementing the Protective Agreements signed by the parties is appropriate, useful and reasonable. It is therefore and hereby **ORDERED** that:

Allegedly Confidential Information provided by the Petitioners pursuant to the applicable Protective Agreement shall be treated in this proceeding as follows:

1. All testimony, transcripts, exhibits and other documents that have been designated by the Petitioners to be or to contain Allegedly Confidential Information and any documents that discuss or reveal documents that constitute such information, as agreed to by a Party, shall be placed in a sealed record by filing such information 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

1. A copy of one of the Protective Agreements is attached hereto as Appendix I.

released from custody of the Clerk of the Board except by Order of the Board. Notwithstanding such a statement, the members of the Board, and 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 Allegedly Confidential Information, 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 applicable to that Allegedly Confidential Information.

2. At any hearing or conference in this proceeding, no witness may be questioned with respect to any Allegedly Confidential Information unless that person has read the Protective Agreement pertaining to that Allegedly Confidential Information and has agreed to be bound by its terms, and such testimony shall not otherwise violate the terms of such Protective Agreement.

3. No persons other than those who have signed or agreed to be bound by the Protective Agreement applicable to specific Allegedly Confidential Information and to whom the Petitioners have authorized, in accordance with the relevant Protective Agreement, disclosure of Allegedly Confidential Information shall be permitted to hear or review testimony given or held with respect to Allegedly Confidential Information.

4. Each Board stenographer or reporter in this proceeding shall sign and be bound by each Protective Agreement that applies to testimony or discussion on the record of Allegedly Confidential Information.

5. Each such Board stenographer or reporter shall be instructed to and shall start a separate transcription for testimony or discussion on the record of Allegedly Confidential Information. Such transcription shall be marked "Confidential" and be sealed and filed with the Clerk of the Board, and copies of the same shall be made available only to those persons who have signed or agreed to be bound by the Protective Agreement that applies to that Allegedly Confidential Information and to whom the Petitioners have authorized, in accordance with the terms of the relevant Protective Agreement, disclosure of Allegedly Confidential Information. Such transcription shall in all other respects be treated as Allegedly Confidential Information under the applicable Protective Agreement.

6. 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 a Protective Agreement or otherwise. Any party may apply to the Board for an amendment, modification, or addition to this Order.

DATED at Montpelier, Vermont, this 30th day of December, 1996.

s/George E. Young
George E. Young, Esq.
Hearing Officer

OFFICE OF THE CLERK

FILED: December 30, 1996

ATTEST: s/Susan M. Hudson
Clerk of the Board

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board of any technical errors, in order that any necessary corrections may be made.