

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 6012

Generic Investigation Into the Transition)
from Regulation to Competition for Public)
Telephone Services in Vermont)

Order Entered: 8/25/98

PROCEDURAL ORDER RE: PROTECTIVE AGREEMENT

New England Public Communications Council, Inc. ("NEPCC") on behalf of its members, including but not limited to IMR Capital Corp. d/b/a IMR Telecom, has information that it alleges is of a confidential and proprietary nature, that has been requested through discovery by the Vermont Department of Public Service ("DPS") and other parties to this docket. In order to preserve the confidentiality of that information while facilitating discovery in this proceeding, NEPCC, the DPS and certain other parties have entered into a Protective Agreement dated July 22, 1998. A copy of that agreement is attached hereto as Attachment 1 ("Protective Agreement").

Schedule I of the Protective Agreement, as may be amended in accordance with the terms of the Protective Agreement, describes information that NEPCC alleges may result in financial or competitive harm to it and/or its members if disclosed on the public record (which information included in Schedule I as amended from time to time is herein referred to as the "Allegedly Confidential Information").

Pursuant to the Protective Agreement, and in order to preserve the confidentiality of Allegedly Confidential Information, while facilitating appropriate further use of this information in this proceeding, NEPCC, the Department and such other parties that have executed the Protective Agreement, requested that the Board issue a Protective Order implementing the terms and procedures of the Protective Agreement.

I find that an order implementing the Protective Agreement signed by NEPCC and the Department is appropriate, useful and reasonable. IT IS THEREFORE AND HEREBY ORDERED that:

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

1. All testimony, transcripts, exhibits and other documents that are subject to the Protective Agreement as Allegedly Confidential Information and any documents that discuss and reveal documents that constitute Allegedly Confidential Information 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 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 sealed 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.

2. At any hearing or conference in this proceeding, no witness may be questioned with respect to any Allegedly Confidential Information unless that witness or counsel (other than witness or counsel for NEPCC) has read the attached Protective Agreement and has agreed to be bound by its terms.

3. No persons, other than those who sign or agree to be bound by the Protective Agreement, and are authorized, by its terms, to access to the Allegedly Confidential Information thereunder, 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 the Protective Agreement.

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 and to whom NEPCC have authorized, in accordance with the Protective Agreement, disclosure of Allegedly Confidential

Information. Such transcription shall in all other respects be treated as Allegedly Confidential Information under the 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 the Protective Agreement. Any party may apply to the Board for an amendment, modification or addition of this Order.

Dated at Montpelier, Vermont this 25th day of August, 1998.

s/ Peter B. Meyer
Peter B. Meyer
Hearing Officer

OFFICE OF THE CLERK

Filed: August 25, 1998

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.