

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Case No. 18-0491-PET

Joint Petition of Champlain Broadband LLC, City of Burlington d/b/a Burlington Telecom, Blue Water Holdings LLC for approvals, pursuant to 30 V.S.A. § 109, 231, 504, 47 U.S.C. § 214(e), and Section 438(c)(1) of the City of Burlington Charter	
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PROTECTIVE AGREEMENT

THIS AGREEMENT is dated as of March 2, 2018, and is by and among Champlain Broadband LLC (“Champlain”), Blue Water Holdings, LLC (“Blue Water”), the City of Burlington d/b/a Burlington Telecom (the “City”) (collectively, the “Petitioners”) 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 (Petitioners, 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 issues to be litigated or potentially litigated in the above captioned Case;

WHEREAS, a Party may have information pertinent to issues in the Case that it desires to provide to the Parties, which the disclosing Party believes could result in financial and/or competitive harm or might threaten the security of local, regional, or national energy infrastructure 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 which disclosing Party believes to be 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 Utility Commission (the “Commission”) 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 Commission 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 Commission 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 Commission 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 Commission 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 Commission 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 or CEII under this Agreement. If a timely request is filed with the Commission 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 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. 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 Case. 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 Case, 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 Commission 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.

7. All documents filed with the Commission 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 case number of the proceeding, the nature of the contents (materials, discovery response, report, etc.) and a statement that it shall not be opened or released from custody of the Clerk of the Commission except by order of the

Commission. Notwithstanding such a statement, the members of the Commission, any employee or consultant specifically authorized by the Commission to assist the Commission in this proceeding, and any Hearing Officer appointed to this Case 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 Commission will retain jurisdiction to make such amendments, modifications and additions to this Order. Any Party or other person may apply to the Commission for an amendment, modification, or addition to the Protective Order issued in accordance with this Agreement.

9. 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 Commission 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 case 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 Commission, except by Order of the Commission or Hearing Officer. Notwithstanding such a statement, the members of the

Commission, any employee or consultant specifically authorized by the Commission to assist the Commission in this proceeding, and any Hearing Officer appointed to this Case 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 Commission or Hearing Officer will then determine whether the proffered evidence should continue to be treated as confidential information or CEII 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.

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

11. 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 case, 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.

12. 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.

13. 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.

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

15. This Agreement shall in no way be deemed to constitute any waiver of the rights of any Party to this Case. The foregoing provisions of this Agreement notwithstanding, any

Party to this Case 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. 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 Commission or Hearing Officer pursuant to this Agreement, removed from the coverage of this Agreement or the order.

16. In the event that the Commission or a Hearing Officer assigned to this Case 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 seeking protection of such information from disclosure, such information will not be disclosed until the later of five business days after the Commission 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 Commission or a reviewing court.

17. The Parties will promptly submit to the Commission 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 or CEII in a sealed record.

18. 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.

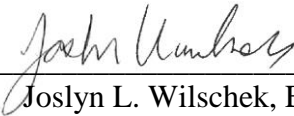
19. This Agreement may be amended or modified only by a written document signed by the Parties hereto.

20. The Parties have entered into this Agreement to expedite the production of information, to minimize the time spent in discovery disputes, and facilitate the progress of these investigations 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 cases.

21. 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.

22. 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.

CHAMPLAIN BROADBAND LLC

By: 

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STATE OF VERMONT
PUBLIC UTILITY COMMISSION

SCHEDULE I

Case No. 18-0491-PET

Joint Petition of Champlain Broadband LLC, City of Burlington d/b/a Burlington Telecom, Blue Water Holdings LLC for approvals, pursuant to 30 V.S.A. § 109, 231, 504, 47 U.S.C. § 214(e), and Section 438(c)(1) of the City of Burlington Charter	
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DOCUMENTS AND MATERIALS TO BE TREATED AS ALLEGEDLY
CONFIDENTIAL INFORMATION

1. Exhibit Champlain-GA-2
2. Exhibit Champlain-GA-3

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

SCHEDULE IIa

Case No. 18-0491-PET

Joint Petition of Champlain Broadband LLC, City of Burlington d/b/a Burlington Telecom, Blue Water Holdings LLC for approvals, pursuant to 30 V.S.A. § 109, 231, 504, 47 U.S.C. § 214(e), and Section 438(c)(1) of the City of Burlington Charter	
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I, _____ (name), serve as
_____ (title or advisory capacity) to the State of
Vermont Public Service Department (“Department” or “PSD”) in the above-captioned
proceeding before the State of Vermont Public Utility Commission. In connection with the work
done for PSD, I request to be given access to certain Allegedly Confidential Information or
Critical Energy Infrastructure Information (“CEII”) of _____ under a Protective
Agreement, dated as of _____, 2018, by and among Petitioners and the Department and
any other parties. 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: _____

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

SCHEDULE IIB

Case No. 18-0491-PET

Joint Petition of Champlain Broadband LLC, City of Burlington d/b/a Burlington Telecom, Blue Water Holdings LLC for approvals, pursuant to 30 V.S.A. § 109, 231, 504, 47 U.S.C. § 214(e), and Section 438(c)(1) of the City of Burlington Charter	
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I, _____ (name), serve as
_____ (title or advisory capacity) to
_____ (Party) in the
above-captioned proceeding before the State of Vermont Public Utility Commission. 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 _____ under a Protective
Agreement, dated as of _____, 2018, by and among Petitioner and the State of
Vermont Public Service Department and any other parties. 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 disclosing Party.

Dated: _____ Signature: _____
Name: _____
Title: _____

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

SCHEDULE III

Case No. 18-0491-PET

Joint Petition of Champlain Broadband LLC, City of Burlington d/b/a Burlington Telecom, Blue Water Holdings LLC for approvals, pursuant to 30 V.S.A. § 109, 231, 504, 47 U.S.C. § 214(e), and Section 438(c)(1) of the City of Burlington Charter	
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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 _____, 2018, by and among Petitioner and the State of Vermont Public Service Department and any other parties, 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 as Schedule IIa or IIb to that Agreement, and agrees that Schedule IIa or IIb does not authorize his/her access to the Allegedly Confidential Information or CEII until it is executed, delivered to and approved by counsel.

PARTY: _____

Dated: _____ Signature: _____

Name: _____

Title: _____

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

SCHEDULE IV

Case No. 18-0491-PET

Joint Petition of Champlain Broadband LLC, City of Burlington d/b/a Burlington Telecom, Blue Water Holdings LLC for approvals, pursuant to 30 V.S.A. § 109, 231, 504, 47 U.S.C. § 214(e), and Section 438(c)(1) of the City of Burlington Charter	
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PROPOSED PROCEDURAL ORDER RE: PROTECTIVE AGREEMENT

Champlain Broadband LLC (“Champlain”), Blue Water Holdings, LLC (“Blue Water”), the City of Burlington d/b/a Burlington Telecom (the “City”) (collectively, the “Petitioners”) 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 Commission (“Commission”), 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 Protective Agreement, as defined below (Petitioners, 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 Protective Agreement, dated as of March __, 2018, 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, or might threaten the security of local, regional, or national energy infrastructure 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 which

the disclosing Party believes to be Critical Energy Infrastructure Information (“CEII”) and is specifically described on Schedule I (for Allegedly Confidential Information) or Schedule Ia (for CEII) attached to the Protective Agreement.

Pursuant to that Protective Agreement and to preserve the confidentiality of Allegedly Confidential Information and CEII, Petitioners, the Department and such other parties that have executed the Protective Agreement request that the Commission 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 Commission 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 Commission finds good cause to order implementation of the Protective Agreement and find 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 and discovery. 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 Commission on March __, 2018, 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 or other commercially sensitive information, or is privileged or CEII;

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 Commission 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 case 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 Commission except by order of the Commission or Hearing Officer. Notwithstanding such a statement, the members of the Commission, and any employee or consultant specifically authorized by the Commission to assist the Commission 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 Commission 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 days' 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. To the extent possible, such notice shall be given prior to the commencement of the hearing or conference. Any party may move the Commission for an order that the testimony be received in camera or under other conditions to prevent unnecessary disclosure. If such motion is made, the Commission 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 Commission.

6. All documents filed with the Commission 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 or other appropriate sealed containers on which shall be endorsed the caption and case number of the proceeding, the nature of the contents (discovery response, report, etc.) and a statement that it shall not be opened or

released from custody of the Clerk of the Commission except by order of the Commission. Notwithstanding such a statement, the members of the Commission, and any employee or consultant specifically authorized by the Commission to assist the Commission 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 Commission 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 Commission for an amendment, modification or addition of this Order.

8. The Commission 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 _____, 2018.

_____) PUBLIC UTILITY
_____) COMMISSION
_____) OF VERMONT
_____)
_____)

VERMONT PUBLIC SERVICE DEPARTMENT

By:  3/2/2018

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Vermont Department of Public Service
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Montpelier, Vermont 05620
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Dan.burke@vermont.gov