

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 6167

Investigation into an Alternative Regulation)
Plan for New England Telephone and)
Telegraph Company d/b/a Bell Atlantic-)
Vermont)

AND

Docket No. 6189

Investigation into an Alternative Regulation Plan)
for New England Telephone and Telegraph)
Company d/b/a Bell Atlantic-Vermont)

Order entered: 4/21/99

PROCEDURAL ORDER RE: PROTECTIVE AGREEMENTS

New England Telephone and Telegraph Company d/b/a Bell Atlantic-Vermont ("Bell Atlantic") has information pertinent to this proceeding, that they anticipate will be requested through discovery by the Parties to this docket.¹ In some cases, Bell-Atlantic alleges that this information is of a confidential and proprietary nature and that disclosure could lead to financial or competitive harm (such information here is referred to as "Allegedly Confidential Information"). To facilitate the provision of such Allegedly Confidential Information in this proceeding, the Parties have entered into a Protective Agreement with Bell-Atlantic.² Schedule I of the Protective Agreement, as may be amended under the terms of the Protective Agreement, describes the information that the Petitioners may request the Board to treat as Allegedly Confidential Information.

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

1. Including the Vermont Department of Public Service, AT&T Communications of New England, Inc., Hyperion Telecommunications of Vermont, Inc., Sprint Communications Company L.P., and MCIWorldCom

2. A copy of each of the Protective Agreements is attached hereto as Appendix I.

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 are subject to the Protective Agreement as 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 released from the 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 witness and counsel have read the Protective Agreement pertaining to that Allegedly Confidential Information and have agreed to be bound by its terms.

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 are authorized in accordance with the relevant Protective Agreement, 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 are authorized in accordance with the relevant Protective Agreement. Such transcription shall in all other respects be treated as Allegedly Confidential Information under the applicable Protective Agreement.

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

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 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 21st day of April, 1999.

<u>s/ Michael H. Dworkin</u>)	
)	PUBLIC SERVICE
)	
<u>s/ Suzanne D. Rude</u>)	BOARD
)	
)	OF VERMONT
<u>s/ David C. Coen</u>)	

OFFICE OF THE CLERK

FILED: April 21, 1999

ATTEST: s/ Cynthia G. Buska
Acting 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.