

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 6350

Joint Petition of STE/NE Acquisition Corp. d/b/a)
Northland Telephone Company of Vermont; ST Long)
Distance, Inc. d/b/a Northland Long Distance; Kelso)
Investment Associates V, L.P.; Kelso Equity Partners V,)
L.P.; and Thomas H. Lee Equity Fund IV, L.P. and certain)
related parties for authority pursuant to 30 V.S.A. § 107)
for Kelso Investment Associates V, L.P., Kelso Equity)
Partners V, L.P. and Thomas H. Lee Equity Fund IV, L.P.)
and certain related parties to acquire an indirect)
controlling interest in STE/NE Acquisition Corp. d/b/a)
Northland Telephone Company of Vermont and in ST)
Long Distance, Inc. d/b/a Northland Long Distance)

Order entered: 5/4/2000

PROCEDURAL ORDER RE: PROTECTIVE AGREEMENT

STE/NE Acquisition Corp. d/b/a Northland Telephone Co., ST Long Distance, Inc. d/b/a Northland Long Distance, Kelso Investment Associates V, L.P., Kelso Equity Partners V, L.P., Thomas H. Lee Equity Fund IV, L.P., and certain related parties ("Joint Petitioners") have information that they allege is of a confidential and proprietary nature that they desire to share with the Department of Public Service. In order to preserve the confidentiality of that information while facilitating discovery in this proceeding, Joint Petitioners and the Department have entered into a protective agreement, dated February 18, 2000, 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 Joint Petitioners allege may result in financial or competitive harm to Joint Petitioners 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 that Protective Agreement and in order to preserve the confidentiality of Allegedly Confidential Information, Joint Petitioners and the Department request that the Board issue a Protective Order implementing the terms and procedures of the Protective Agreement.

I find good cause to order implementation of the Protective Agreement and that such Agreement is appropriate, useful and reasonable. Therefore, IT IS HEREBY ORDERED that:

Allegedly Confidential Information provided 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 or 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 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.

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 (other than witness or counsel for Joint Petitioners) have read the Protective Agreement 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 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. 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 amendment, 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 4th day of May, 2000.

s/Gregg C. Faber
Gregg C. Faber
Hearing Officer

OFFICE OF THE CLERK

Filed: May 4, 2000

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 (by e-mail, telephone, or mail) of any technical errors, in order that any necessary corrections may be made. (E-mail address: Clerk@psb.state.vt.us)