

APPLICATION OF

CPV COUNTY LINE SOLAR, LLC

2024 JUL -3 P 3:07
CASE NO. PUR-2024-00092

For certificates of public convenience
and necessity for a solar generating
facility totaling 150 MWac in
Charlotte County, Virginia

**HEARING EXAMINER'S PROTECTIVE RULING
AND ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY
SENSITIVE TRANSACTION AND FINANCIAL INFORMATION**

July 3, 2024

On May 23, 2024, CPV County Line Solar, LLC (“CPV” or “Company”) filed with the State Corporation Commission (“Commission”) an application (“Application”) for certificates of public convenience and necessity to construct and operate: (1) a solar generating facility totaling 150 megawatts alternating current in Charlotte County, Virginia (“Solar Generating Facility”); (2) a set of 34.5 kilovolt (“kV”) medium voltage feeder lines (“Feeder Lines”) and associated facilities necessary to interconnect the Solar Generating Facility to a collector substation (“Collector Substation”); and (3) transmission lines and associated facilities necessary to interconnect the Collector Substation to the transmission grid, including a 115 kV generation-tie line to interconnect the Collector Substation to the Virginia Electric and Power Company transmission system at the Madisonville Substation.¹ The transmission and associated facilities, and the Collector Substation, are collectively referred to as the “Interconnection Facilities.”² The Solar Generating Facility, Feeder Lines, and Interconnection Facilities, collectively, are referred to as the “Project.”³ CPV filed the Application pursuant to §§ 56-46.1, 56-265.2, and 56-580 D of the Code of Virginia and the Commission’s Filing Requirements in Support of Applications for Authority to Construct and Operate an Electric Generating Facility.⁴

Concurrent with its Application, CPV filed a Motion for Protective Ruling Governing Confidential Information and the Treatment of Extraordinarily Sensitive Information (“Motion”) along with a proposed Hearing Examiner’s Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information (“Proposed Ruling”) pursuant to Rules 110⁵ and 170⁶ of the Commission’s Rules of Practice and Procedure (“Procedural Rules”).⁷ The Company stated that its Application and accompanying exhibits contain confidential and extraordinarily sensitive information relating to the proposed Project and that confidential and extraordinarily sensitive information may be provided to Commission Staff (“Staff”) or other

¹ Application at 1.

² *Id.* at 1-2.

³ *Id.* at 2.

⁴ *Id.* at 1. For the Filing Requirements in Support of Applications for Authority to Construct and Operate an Electric Generating Facility, see 20 VAC 5-302-10 *et seq.*

⁵ 5 VAC 5-20-110.

⁶ 5 VAC 5-20-170.

⁷ 5 VAC 5-20-10 *et seq.*

parties in response to interrogatories or requests for the production of documents or things during this proceeding.⁸ CPV requested extraordinarily sensitive treatment for: (1) transaction information involving contracts, costs and methods relating to the Project, including the Solar Generating Facilities and Interconnection Facilities (“Transaction Information”); and (2) financial information regarding the Company or its affiliates or both, and the funding of the Project, including the Solar Generating Facilities and Interconnection Facilities (“Financial Information”).⁹

The Company maintained the Transaction Information and Financial Information contain confidential, proprietary, competitively sensitive and extraordinarily sensitive commercial information that, if not afforded the highest level of protection, could result in harm to CPV and its customers.¹⁰ CPV asserted that the extraordinarily sensitive Transaction Information and Financial Information should not be disclosed to the following:

potential competitors (including any association or group of which any potential competitors are members) engaged in any business regarding any or all of the following: developing, constructing, owning, or operating electric or steam generating facilities (including but not limited to solar), providing, transmitting or selling electricity, renewable energy credits (or other renewable energy attributes, environmental attributes however described), natural gas, coal, or steam or transporting or transmitting electricity, renewable energy credits (or other renewable energy attributes, environmental attributes, coal or natural gas).¹¹

CPV asserted the Transaction Information and Financial Information would provide current or potential competitors a competitive advantage over, and disadvantage, the Company “through their knowledge of the prices, terms, and conditions relating to the Project as well as the financial structure and financing of” CPV.¹²

The Company requested the following conditions be placed on the extraordinarily sensitive information:¹³

- Access to the extraordinarily sensitive Transaction and Financial Information shall be given to (a) in-house counsel, and/or parties not engaged in the business of, or providing services related to the development, manufacturing, construction, operation or installation of energy generation projects (including but not limited to solar and wind developers), electric generating business development, independent power production or renewable energy; (b) outside retained counsel; or

⁸ Motion at 2.

⁹ *Id.* at 4.

¹⁰ *Id.*

¹¹ *Id.* Note that the closing parenthesis is missing in the original text.

¹² *Id.* at 4-5.

¹³ *Id.* at 5-6.

(c) individual outside consultants who have been retained by a party for the purpose of providing consulting services;¹⁴

- Oral testimony concerning the extraordinarily sensitive [Transaction and Financial I]nformation will be taken *in camera*;
- An attorney licensed to practice law in Virginia, admitted *pro hac vice* in this case, or employed as corporate counsel, shall return or destroy documents containing extraordinarily sensitive information except for the attorney's notes and work product, and documents that are part of the record in this proceeding (including, but not limited to, transcripts, testimony, exhibits, pleadings, rulings[,] and orders); and if not covered or included in the above categories, return or destroy all documents containing extraordinarily sensitive [Transaction and Financial I]nformation upon conclusion of the proceedings, and any appeal thereof;
- No party or consultant may use the extraordinarily sensitive [Transaction and Financial I]nformation to give any party or any competitor of any participant a commercial advantage; provided, however, that nothing in the agreement shall prevent any person signing it from using the extraordinarily sensitive information in this proceeding consistent with the terms of the agreement and the Protective Ruling and the Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information; and
- The Protective Ruling shall include the following language:

Notwithstanding the provisions of this Paragraph, the [Company] may designate certain, limited information as extraordinarily sensitive information without first seeking and obtaining prior Commission approval for such designation. Such information shall be within the scope of the information designated as "extraordinarily sensitive" in the Motion for [Protective Ruling Governing Confidential Information and the Treatment of Extraordinarily Sensitive Information involving Transaction and Financial Information, as defined in the Motion]. However, the Commission, any Hearing Examiner assigned to this docket, the Staff, or any party hereto, may challenge the [Company's] designation of any such information as extraordinarily sensitive. Upon such challenge, the [Company] shall have the burden to demonstrate to the satisfaction of the Commission or Hearing Examiner, as the case may be, that this Protective Ruling does not otherwise provide the information claimed to be

¹⁴ The Proposed Ruling itself contains slightly different wording (indicated in italics) as follows: "... independent power production or *wholesale market participation or project bidding, or those engaged in the sale of renewable energy . . .*" *Id.* at Attachment 1, ¶19 (a). The Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information, including Attachment B thereto, incorporates the words in italics above.

extraordinarily sensitive, sufficient protection and that the additional, proposed restrictions are necessary.

- Subject to the provisions of the Protective Ruling [and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information,] and execution by appropriate party representatives (other than Staff) of [] the “Agreement to Adhere to the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information” included as Attachment B hereto, the [Company] agrees to provide copies of the extraordinarily sensitive information.

On July 2, 2024, the Commission entered its Order for Notice and Hearing in which, among other things, the Commission docketed the Application; provided an opportunity for any interested person to file comments on the Application or to participate as a respondent in this proceeding; and appointed a Hearing Examiner to conduct all further proceedings in this matter on behalf of the Commission, including ruling on the Motion.

I find that to facilitate the filing and exchange of confidential and extraordinarily sensitive information, and to permit the development of all issues in this proceeding, the Company’s Motion should be granted and a Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information should be entered. The Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information herein adopts the substantive provisions proposed by the Company.¹⁵ However, this Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information may be modified upon motion and good cause shown. Accordingly,

IT IS DIRECTED THAT the following procedures shall be established for the filing, exchange and handling of confidential information, extraordinarily sensitive information and documents in this case:

(1) Any documents, materials and information to be filed with or delivered to the Commission or produced by any party to Staff or another party, including transcripts, which the producing party designates and clearly marks as confidential or as containing trade secrets, privileged, or confidential commercial or financial information (“Confidential Information”), shall be filed, produced, examined, and used only in accordance with the conditions set forth below. Information that is available to the public anywhere else will not be granted confidential treatment and shall not be designated as “Confidential Information” by any party.

(2) Parties shall clearly mark and file under seal with, or deliver to, the Commission all information otherwise required to be filed or delivered but considered by the party to be Confidential Information. Items filed or delivered under seal shall be securely sealed in an opaque container that is clearly labeled “UNDER SEAL” and, if filed, shall meet the other requirements for filing contained in the Commission’s Procedural Rules. An original and

¹⁵ I note that this Ruling includes a good faith attempt to confer requirement in Paragraph 7.

fifteen (15) copies of all such information shall be filed with the Clerk of the Commission and one (1) additional copy of all such information shall also be delivered under seal to the Staff counsel assigned to the matter.

(3) Parties shall also file with, or deliver to, the Commission an original and one (1) copy of an expurgated or redacted version of all such documents containing Confidential Information for use and review by the public. On every document filed or delivered under seal as containing some Confidential Information, the producing party shall mark each individual page of the document that contains such Confidential Information, and shall clearly indicate the specific information requested to be treated as confidential by the use of highlighting, underscoring, bracketing or other appropriate marking. All remaining materials on each page of the document shall be treated as non-confidential and be available for public use and review, as well as introduction at any hearing without regard to the remaining procedures established by this Protective Ruling. If an entire document is confidential, or if all information provided in electronic format is confidential, a marking prominently displayed on the first page of such document, or at the beginning of any information provided in electronic format, indicating that the entire document is confidential, shall suffice.

(4) If information that is requested pursuant to a discovery request in this proceeding is considered by the producing party to be Confidential Information, the producing party shall clearly mark all Confidential Information produced to Staff or other individuals authorized under this Protective Ruling to receive Confidential Information.

(5) Confidential Information from this proceeding that is retained by an attorney pursuant to Paragraph (17) (a), below, is not precluded from use in a subsequent Commission proceeding (if otherwise relevant and admissible), but shall remain subject to this Protective Ruling and any future order or ruling related thereto. Otherwise, all Confidential Information filed or produced by a party shall be used solely for the purpose of this proceeding (including any appeals).

(6) Access to Confidential Information shall be provided and specifically limited to Staff and any party, their counsel and expert witnesses, and to support personnel working on this case or a future case, subject to the conditions in Paragraphs (5), (17) (a), and (17) (b), under the supervision of said counsel or expert witnesses and to whom it is necessary that the Confidential Information be shown for the purpose of this or a future proceeding, provided each such person granted access has previously executed an Agreement to Adhere to the Protective Ruling Providing for Confidential Treatment ("Agreement"), which is set forth as Attachment A to this Protective Ruling. Staff and Staff counsel are not required to sign the Agreement, but are hereby ordered to preserve the confidentiality of the Confidential Information. All Agreements shall be promptly forwarded to the producing party and Staff counsel, and filed with the Clerk of the Commission upon execution.

(7) Staff or any party to the proceeding may challenge the confidential designation of particular information by filing a motion promptly with the Commission. Any motion filed under this section shall, except for good cause shown, be accompanied by a certification that the movant has in good faith conferred or attempted to confer with the party asserting confidential

treatment in an effort to resolve the dispute without Commission action. The Commission or Hearing Examiner will conduct an *in camera* review of the challenged documents, materials or information. Upon challenge, the information shall be treated as confidential pursuant to the Procedural Rules only where the party requesting confidential treatment can demonstrate to the satisfaction of the Commission or Hearing Examiner that the risk of harm of publicly disclosing the information outweighs the presumption in favor of public disclosure. In no event shall any party disclose the Confidential Information it has received subject to this Protective Ruling absent a finding by the Commission or Hearing Examiner that such information does not require confidential treatment.

(a) Within five (5) business days of the filing of the motion, the party requesting confidential treatment shall file a response. The response shall respond to each and every document and all information that is subject to the party's motion. The response shall: (1) describe each document and all information, such description to include the character and contents of each document and all information to the extent reasonably possible without disclosing the Confidential Information; (2) explain in detail why the information requires confidential treatment; and (3) describe and explain in detail the anticipated harms that might be suffered as a result of the failure of the document to be treated as confidential.

(b) Within five (5) business days of the filing of the motion, any party to the proceeding or Staff may file a response.

(c) Within three (3) business days of the filing of the response, the party or Staff objecting to confidential treatment may file a reply.

(d) Upon a determination by the Commission or the Hearing Examiner that all or portions of any materials filed under seal are not entitled to confidential treatment, the filing party shall file an original and one (1) copy of the redacted, or unredacted, if applicable, version of the document reflecting the determination.

(8) The Commission or the Hearing Examiner may challenge, *sua sponte*, the confidential designation of particular information at any time during the proceeding. If prior to the hearing, the Hearing Examiner challenges the confidential designation of particular information, the Hearing Examiner shall issue a ruling directing the party requesting confidential treatment to demonstrate that the risk of harm of publicly disclosing the information outweighs the presumption in favor of public disclosure. The Hearing Examiner will conduct an *in camera* review of the challenged documents, materials or information. The party requesting confidential treatment shall submit a response as directed by the Hearing Examiner. The response shall respond to each and every document and all information that is subject to the ruling. The response shall: (1) explain in detail why the information requires confidential treatment; and (2) describe and explain in detail the anticipated harms that might be suffered as a result of the failure of the document to be treated as confidential. In no event shall any party disclose the Confidential Information it has received subject to this Protective Ruling absent a finding by the Hearing Examiner or the Commission that such information does not require confidential treatment.

(9) In the event that any party or Staff seeks permission to grant access to any Confidential Information to any person other than a person authorized to receive such information under Paragraph (6) above, the party desiring permission or Staff shall first obtain the consent of counsel for the producing party. In the event of a negative response, the party seeking disclosure permission or Staff may file a motion with the Commission for such permission and shall bear the burden of proving the necessity for such disclosure.

(10) The producing party shall be under no obligation to furnish Confidential Information to persons other than those authorized to receive such information under Paragraph (6) above unless specifically ordered otherwise by the Commission or Hearing Examiner. Parties are encouraged to seek consent to disclose information or documents designated as confidential from the producing party to the maximum extent practicable before filing a motion pursuant to Paragraph (9) above.

(11) The Clerk of the Commission is directed to maintain under seal all documents, materials and information filed with the Commission in this proceeding that the producing party has designated as Confidential Information until further Order of the Commission or Hearing Examiner Ruling.

(12) A producing party is obligated to separate to the fullest extent practicable non-confidential documents, materials and information from Confidential Information and to provide the non-confidential documents, materials and information without restriction.

(13) To the extent that a party contends the terms of this Protective Ruling do not provide sufficient protection to prevent harm to the producing party or to others, the party may request additional protection for extraordinarily sensitive information by filing a motion with the Commission, pursuant to 5 VAC 5-20-110 and 5 VAC 5-20-170. The moving party shall also file such extraordinarily sensitive information with the Clerk of the Commission under seal and deliver a copy of the information to Staff counsel under seal, pursuant to Paragraph (2) above. The producing party has the burden to demonstrate to the satisfaction of the Commission that this Protective Ruling does not provide the extraordinarily sensitive information sufficient protection and that the proposed restrictions are necessary.

(a) The motion shall: (1) describe each document and all information for which additional protection is sought, such description to include the character and contents of each document and all information to the extent reasonably possible without disclosing the Confidential Information; (2) explain in detail for each document and all information why the confidential treatment afforded under this Protective Ruling is not sufficient to protect the producing party's interests; (3) describe and explain in detail the anticipated harms that might be suffered if the information is not afforded the higher protection; and (4) explain the producing party's proposed additional restrictions and why such restrictions are the minimum necessary to protect that party.

(b) Within three (3) business days of the filing of the motion, Staff and any party may file a response to the motion.

- (c) Within two (2) business days of the filing of any response, the producing party may file a reply.

Notwithstanding the provision of this Paragraph, the Company may designate certain, limited information as extraordinarily sensitive information without first seeking and obtaining prior Commission approval for such designation. Such information shall be within the scope of the information designated as "extraordinarily sensitive" in the Motion for Protective Ruling Governing Confidential Information and the Treatment of Extraordinarily Sensitive Information, involving Transaction and Financial Information, as defined in the Motion. However, the Commission, any Hearing Examiner assigned to this docket, the Staff, or any party hereto, may challenge the Company's designation of any such information as extraordinarily sensitive. Upon such challenge, the Company shall have the burden to demonstrate to the satisfaction of the Commission or Hearing Examiner, as the case may be, that this Protective Ruling does not otherwise provide the information claimed to be extraordinarily sensitive, sufficient protection and that the additional, proposed restrictions are necessary.

(14) In the event that any party or Staff seeks to use Confidential Information in filed pleadings, testimony, or other documents, Staff or the party seeking such introduction shall:

(a) file both confidential and non-confidential versions of the pleading, testimony, or other document. Confidential versions of the filed pleadings, testimony, or other documents shall clearly indicate the confidential material contained within by highlighting, underscoring, bracketing or other appropriate marking; and

(b) submit the confidential version to the Clerk of the Commission securely sealed in an opaque container that is clearly labeled "UNDER SEAL." Non-confidential versions of filed pleadings, testimony, or other documents shall redact all references to the Confidential Information. The filed pleadings, testimony, or other documents containing the Confidential Information shall be kept under seal unless and until the Commission rules to the contrary. Each party having signed Attachment A hereof, Staff, and each party to whom the Confidential Information belongs shall receive a copy of those parts of the filed pleadings, testimony, or other documents that contain references to or portions of the designated Confidential Information; provided, however, that a party shall not be entitled to receive an unredacted copy of filed pleadings, testimony, or other documents that include extraordinarily sensitive information for which additional protective treatment has been provided for by Order of the Commission or Hearing Examiner Ruling, unless such party otherwise has been provided access to such information contained in such filed pleadings, testimony, or other documents by such Order or Ruling. Each party having signed Attachment A hereof and Staff shall be bound by the Protective Ruling insofar as it restricts the use of and granting of access to the Confidential Information and by any such Order or Ruling providing additional protections for the extraordinarily sensitive information.

(15) Oral testimony regarding Confidential Information, if ruled admissible by the Commission, will be taken *in camera* and in the presence of only Staff and those other persons

who have been granted access to such specific Confidential Information pursuant to this Protective Ruling. That portion of the transcript recording such testimony shall be placed in the record under seal.

(16) No person authorized under this Protective Ruling to have access to Confidential Information shall disseminate, communicate or reveal any such Confidential Information to any person not specifically authorized under this Protective Ruling to have access to the same.

(17) (a) Attorneys may retain Confidential Information contained in their notes, other work product, and documents that are part of the record in this proceeding (including, but not limited to, transcripts, testimony, exhibits, pleadings, rulings, and orders), provided that Confidential Information contained therein must continue to be treated as directed by this Protective Ruling.

(b) If not covered by (a), above, at the conclusion of this proceeding (including any appeals), any originals or reproductions of any Confidential Information produced pursuant to this Protective Ruling shall be returned to the producing party or destroyed. In addition, at such time, any notes, analysis, or other documents prepared containing Confidential Information shall be destroyed. At such time, any originals or reproductions of any Confidential Information, or any notes, analysis, or other documents prepared containing Confidential Information in Staff's possession, will be returned to the producing party, destroyed or kept with Staff's permanent work papers in a manner that will preserve the confidentiality of the Confidential Information. The producing party shall also retain all Confidential Information for a period of at least five (5) years after the conclusion of this proceeding (including any appeals). Insofar as the provisions of this Protective Ruling restrict the communications and use of the Confidential Information produced hereunder, such restrictions shall continue to be binding after the conclusion of this proceeding (including any appeals) as to the Confidential Information.

(18) Any party or person who obtains Confidential Information and thereafter fails to reasonably protect it or misuses it in any way shall be subject to sanctions as the Commission may deem appropriate, including the penalties provided for in § 12.1-33 of the Code of Virginia. This provision is not intended to limit the producing party's rights to pursue any other legal or equitable remedies that may otherwise exist.

(19) Attachment B is hereby adopted to address the handling of extraordinarily sensitive Transaction and Financial Information, as defined in the Company's Motion upon the following terms and conditions:

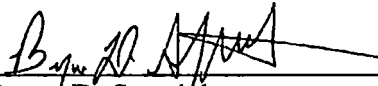
- (a) Access to the extraordinarily sensitive Transaction and Financial Information shall be given to (a) in-house counsel, and/or parties not engaged in the business of, or providing services related to the development, manufacturing, construction, operation or installation of energy generation projects (including but not limited to solar and wind developers), electric generating business development, independent power production or wholesale market participation or project bidding, or those engaged in the sale of renewable energy;
- (b) outside retained counsel; or
- (c) individual outside consultants who have been retained by a party for the purpose of providing consulting services;

(b) Oral testimony concerning the extraordinarily sensitive Transaction and Financial Information will be taken *in camera*;

(c) An attorney licensed to practice law in Virginia, admitted *pro hac vice* in this case, or employed as corporate counsel, shall return or destroy documents containing extraordinarily sensitive information except for the attorney's notes and work product, and documents that are part of the record in this proceeding (including, but not limited to, transcripts, testimony, exhibits, pleadings, rulings, and orders); and if not covered or included in the above categories, return or destroy all documents containing extraordinarily sensitive Transaction and Financial Information upon conclusion of the proceedings, and any appeal thereof;

(d) No party or consultant may use the extraordinarily sensitive Transaction and Financial Information to give any party or any competitor of any participant a commercial advantage; provided, however, that nothing in the agreement shall prevent any person signing it from using the extraordinarily sensitive information in this proceeding consistent with the terms of the agreement and the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information; and

(e) Subject to the provisions of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information, and execution by appropriate party representatives (other than Staff) of the "Agreement to Adhere to the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information" included as Attachment B hereto, the Company agrees to provide copies of the extraordinarily sensitive information.



Bryan D. Stogdale
Hearing Examiner

The Clerk's Office Document Control Center is requested to send a copy of the above Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information to all persons on the official Service List in this matter. The Service List is available from the Clerk of the State Corporation Commission, c/o Document Control Center, 1300 East Main Street, First Floor, Tyler Building, Richmond, VA 23219.

ATTACHMENT A

APPLICATION OF

CPV COUNTY LINE SOLAR, LLC

CASE NO. PUR-2024-00092

For certificates of public convenience
and necessity for a solar generating
facility totaling 150 MWac in
Charlotte County, Virginia

**AGREEMENT TO ADHERE TO THE PROTECTIVE RULING
PROVIDING FOR CONFIDENTIAL TREATMENT**

I, _____, on behalf of and representing _____,
hereby acknowledge having read and understood the terms of the Protective Ruling and
Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial
Information entered in this proceeding on July 3, 2024, and agree to treat all Confidential
Information that I receive in connection with Case No. PUR-2024-00092 as set forth in that
ruling. Such treatment shall include, but not be limited to: (1) not disseminating,
communicating, or revealing any Confidential Information to any person, other than Staff, not
specifically authorized to receive Confidential Information under that ruling; (2) if an attorney
licensed to practice law in Virginia, admitted *pro hac vice* in this case, or employed as corporate
counsel, returning or destroying all Confidential Information produced pursuant to that ruling
except for the attorney's notes and work product, and documents that are part of the record in
this proceeding (including, but not limited to, transcripts, testimony, exhibits, pleadings, rulings,
and orders); and (3) if not covered by (2), above, returning or destroying all Confidential
Information produced pursuant to that ruling.

Signature

Printed Name

On behalf of

Date

ATTACHMENT B

APPLICATION OF

CPV COUNTY LINE SOLAR, LLC

CASE NO. PUR-2024-00092

For certificates of public convenience and necessity for a solar generating facility totaling 150 MWac in Charlotte County, Virginia

AGREEMENT TO ADHERE TO THE PROTECTIVE RULING AND ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE TRANSACTION AND FINANCIAL INFORMATION

I, _____, on behalf of and representing _____, hereby acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information entered in this proceeding on July 3, 2024, and agree to treat all extraordinarily sensitive Transaction and Financial Information that I receive in connection with Case No. PUR-2024-00092 as set forth in that ruling. The persons signing this agreement attest that they are (a) in-house counsel, and/or parties not engaged in the business of, or providing services related to the development, manufacturing, construction, operation or installation of energy generation projects (including but not limited to solar and wind developers), electric generating business development, independent power production or wholesale market participation or project bidding, or those engaged in the sale of renewable energy; (b) outside retained counsel; or (c) individual outside consultants who have been retained by a party for the purpose of providing consulting services. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive Transaction and Financial Information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive Transaction and Financial Information under that ruling; (2) oral testimony concerning the extraordinarily sensitive Transaction and Financial Information will be taken *in camera*; (3) if an attorney licensed to practice law in Virginia, admitted *pro hac vice* in this case, or employed as corporate counsel, returning or destroying all documents containing extraordinarily sensitive Transaction and Financial Information upon conclusion of the proceeding, and any appeal thereof, except for the attorney's notes and work product, and documents that are part of the record in this proceeding (including, but not limited to, transcripts, testimony, exhibits, pleadings, rulings, and orders); (4) if not covered by (3), above, returning or destroying all extraordinarily sensitive Transaction and Financial Information produced pursuant to that ruling; and (5) no party or consultant may use the extraordinarily sensitive Transaction and Financial Information to give any party or any competitor of any participant a commercial advantage; provided, however, that nothing in this agreement shall prevent any person signing this agreement from using the extraordinarily sensitive Transaction and Financial Information in this proceeding consistent with the terms of this agreement and the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Transaction and Financial Information.

Signature

On behalf of

Printed Name

Date