# Virginia State Corporation Commission eFiling CASE Document Cover Sheet

Case Number (if already assigned)	PUR-2023-00066
Case Name (if known)	Virginia Electric and Power Company's 2023 Integrated Resource Plan Filing Pursuant to § 56-597 et seq. of the Code of Virginia
Document Type	OTHR
Document Description Summary	Agreements to Adhere to Protective Ruling filed on behalf of Microsoft Corporation (Brian R. Greene, Eric W. Hurlocker, Eric J. Wallace, Victoria L. Howell, Kathleen E. Grogan and Jeffry Pollock)

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Brian R. Greene BGreene@GreeneHurlocker.com Direct Dial: 804.672.4542

June 23, 2023

# VIA ELECTRONIC FILING

The Honorable Bernard Logan, Clerk Virginia State Corporation Commission Document Control Center, Tyler Building, First Floor 1300 East Main Street Richmond, VA 23219

## Re: Virginia Electric and Power Company's 2023 Integrated Resource Plan Filing Pursuant to § 56-597 et seq. of the *Code of Virginia* Case No. PUR-2023-00066

Dear Mr. Logan:

Please find attached Agreements to Adhere to Protective Ruling of Brian R. Greene, Eric W. Hurlocker, Eric J. Wallace, Victoria L. Howell, Kathleen E. Grogan and Jeffry Pollock to be filed on behalf of Microsoft Corporation in the above-captioned matter.

Please feel free to contact me if you have any questions.

Sincerely,

/s/ Brian R. Greene

Brian R. Greene

Enclosure

cc: Counsel of Record (via e-mail)

NJ

# ATTACHMENT A

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

#### AGREEMENT TO ADHERE TO PROTECTIVE RULING

I, Brian R. Greene , on behalf of and representing Microsoft Corporation, hereby acknowledge having read and understood the terms of the Protective Ruling ("Protective Ruling") entered in this proceeding on May 23, 2023, and agree to treat all Confidential Information that I receive in connection with Case No. PUR-2023-00066 as set forth in that Protective Ruling. Such treatment shall include, but not be limited to: (1) not disseminating, communicating or revealing any Confidential Information under that Protective 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 Protective 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 Ruling or destroying all Confidential Information to that Protective Ruling or destroying all Confidential Information produced pursuant to that Protective Ruling not be 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 Protective Ruling.

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Signature

Brian R. Greene

Printed Name

Microsoft Corporation

On behalf of

June 14, 2023

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ATTACHMENT B

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 et seq.

# AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE <u>PROJECTED RATE MODEL</u>

\_\_\_\_\_, on behalf of and representing Microsoft Corporation Brian R. Greene I, hereby acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as Projected Rate Model as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) in-house counsel; (ii) outside retained counsel; or (iii) individual outside consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

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Signature

Brian R. Greene Printed Name Microsoft Corporation On behalf of

June 14, 2023

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ATTACHMENT C

## COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq.* 

# AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE CONTRACT & PRICES INFORMATION, MARKET INFORMATION, PLEXOS BACKUP & MODEL, RFP & RFI RESULTS AND GRID INFORMATION

\_, on behalf of and representing Microsoft Corporation . hereby Brian R. Greene I. acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as either Contract & Prices Information, Market Information, PLEXOS Backup & Model, RFP & RFI Results, or Grid Information. as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) 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 projects (including but not limited to solar, wind, energy storage, or combustion turbine developers), energy project equipment supply, wholesale power market participation, independent power production, project bidding, or electric generating business development; (ii) outside retained counsel; or (iii) individual consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

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Signature

Brian R. Greene

Printed Name

Microsoft Corporation On behalf of

June 14, 2023

#### ATTACHMENT A

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

#### CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq.* 

## AGREEMENT TO ADHERE TO PROTECTIVE RULING

I, Eric W. Hurlocker on behalf of and representing Microsoft Corporation, hereby acknowledge having read and understood the terms of the Protective Ruling ("Protective Ruling") entered in this proceeding on May 23, 2023, and agree to treat all Confidential Information that I receive in connection with Case No. PUR-2023-00066 as set forth in that Protective Ruling. Such treatment shall include, but not be limited to: (1) not disseminating, communicating or revealing any Confidential Information under that Protective 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 Protective 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 Ruling or destroying all Confidential to that Protective Ruling.

Signature

Eric W. Hurlocker

Printed Name

**Microsoft Corporation** 

On behalf of

June 22, 2023

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#### **ATTACHMENT B**

#### COMMONWEALTH OF VIRGINIA, ex rel.

### STATE CORPORATION COMMISSION

#### CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE <u>PROJECTED RATE MODEL</u>

Eric W. Hurlocker on behalf of and representing Microsoft Corporation 1, hereby acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as Projected Rate Model as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) in-house counsel; (ii) outside retained counsel; or (iii) individual outside consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

Signature

Eric W. Hurlocker Printed Name **Microsoft Corporation** 

On behalf of

June 22, 2023

#### ATTACHMENT C

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE CONTRACT & PRICES INFORMATION, MARKET INFORMATION, PLEXOS <u>BACKUP & MODEL, RFP & RFI RESULTS AND GRID INFORMATION</u>

Eric W. Hurlocker , on behalf of and representing Microsoft Corporation , hereby Ι, acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as either Contract & Prices Information, Market Information, PLEXOS Backup & Model, RFP & RFI Results, or Grid Information, as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) 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 projects (including but not limited to solar, wind, energy storage, or combustion turbine developers), energy project equipment supply, wholesale power market participation, independent power production, project bidding, or electric generating business development; (ii) outside retained counsel; or (iii) individual consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

Signature

Eric W. Hurlocker

Printed Name

Microsoft Corporation On behalf of

June 22, 2023

#### **ATTACHMENT A**

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

#### CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq.* 

## AGREEMENT TO ADHERE TO PROTECTIVE RULING

I, <u>Eric J. Wallace</u>, on behalf of and representing <u>Microsoft Corporation</u>, hereby acknowledge having read and understood the terms of the Protective Ruling ("Protective Ruling") entered in this proceeding on May 23, 2023, and agree to treat all Confidential Information that I receive in connection with Case No. PUR-2023-00066 as set forth in that Protective Ruling. Such treatment shall include, but not be limited to: (1) not disseminating, communicating or revealing any Confidential Information under that Protective 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 Protective 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 Ruling or destroying all Confidential Information and protective Ruling.

TINN Signature

Signature

Eric J. Wallace

Printed Name

**Microsoft Corporation** 

On behalf of

June 20, 2023

#### ATTACHMENT B

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

## CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 et seq.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE **PROJECTED RATE MODEL**

Eric J. Wallace , on behalf of and representing Microsoft Corporation Ι, hereby acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as Projected Rate Model as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) in-house counsel; (ii) outside retained counsel; or (iii) individual outside consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

Wel Signature

Eric J. Wallace Printed Name Microsoft Corporation

On behalf of

June 24, 2023

## ATTACHMENT C

#### COMMONWEALTH OF VIRGINIA, ex rel.

#### STATE CORPORATION COMMISSION

CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE CONTRACT & PRICES INFORMATION, MARKET INFORMATION, PLEXOS BACKUP & MODEL, RFP & RFI RESULTS AND GRID INFORMATION

Eric J. Wallace , on behalf of and representing Microsoft Corporation, hereby 1. acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as either Contract & Prices Information, Market Information, PLEXOS Backup & Model, RFP & RFI Results, or Grid Information. as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) 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 projects (including but not limited to solar, wind, energy storage, or combustion turbine developers), energy project equipment supply, wholesale power market participation, independent power production, project bidding, or electric generating business development; (ii) outside retained counsel; or (iii) individual consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement/and the Protective Ruling.

Signature

Eric J. Wallace Printed Name Microsoft Corporation On behalf of

June29, 2023

## ATTACHMENT A

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

## CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 et seq.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING

Victoria L. Howell , on behalf of and representing Microsoft Corporation, hereby I. acknowledge having read and understood the terms of the Protective Ruling ("Protective Ruling") entered in this proceeding on May 23, 2023, and agree to treat all Confidential Information that I receive in connection with Case No. PUR-2023-00066 as set forth in that Protective 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 Protective 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 Protective 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 Protective Ruling.

Signature

Victoria L. Howell

Printed Name

**Microsoft Corporation** 

On behalf of

June 202023

#### ATTACHMENT B

## COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

#### CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 et seq.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE **PROJECTED RATE MODEL**

\_, on behalf of and representing Microsoft Corporation Victoria L. Howell I. hereby acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as Projected Rate Model as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) in-house counsel; (ii) outside retained counsel; or (iii) individual outside consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

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Victoria L. Howell Printed Name

Microsoft Corporation

On behalf of

June 1, 2023

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# ATTACHMENT C

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq.* 

## AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE CONTRACT & PRICES INFORMATION, MARKET INFORMATION, PLEXOS <u>BACKUP & MODEL, RFP & RFI RESULTS AND GRID INFORMATION</u>

Victoria L. Howell , on behalf of and representing Microsoft Corporation, hereby 1, acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as either Contract & Prices Information, Market Information, PLEXOS Backup & Model, RFP & RFI Results, or Grid Information, as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) 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 projects (including but not limited to solar, wind, energy storage, or combustion turbine developers), energy project equipment supply, wholesale power market participation, independent power production, project bidding, or electric generating business development; (ii) outside retained counsel; or (iii) individual consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

Victoria L. Howell

Microsoft Corporation On behalf of

June 10, 2023

Printed Name

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#### ATTACHMENT A

## COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

## CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING

I, <u>Kathleen E. Grogan</u>, on behalf of and representing <u>Microsoft Corporation</u>, hereby acknowledge having read and understood the terms of the Protective Ruling ("Protective Ruling") entered in this proceeding on May 23, 2023, and agree to treat all Confidential Information that I receive in connection with Case No. PUR-2023-00066 as set forth in that Protective Ruling. Such treatment shall include, but not be limited to: (1) not disseminating, communicating or revealing any Confidential Information under that Protective 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 Protective 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 Ruling.

hlen E.

Kathleen E. Grogan, Senior Paralegal

Printed Name

Microsoft Corporation

On behalf of

June 14, 2023

#### ATTACHMENT B

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

#### CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE <u>PROJECTED RATE MODEL</u>

Kathleen E. Grogan , on behalf of and representing Microsoft Corporation 1. hereby acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as Projected Rate Model as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) in-house counsel; (ii) outside retained counsel; or (iii) individual outside consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

Kathlun E. Giogan

Kathleen E. Grogan, Senior Paralegal Printed Name Microsoft Corporation On behalf of

June 14, 2023

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## ATTACHMENT C

#### COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

#### CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE CONTRACT & PRICES INFORMATION, MARKET INFORMATION, PLEXOS <u>BACKUP & MODEL, RFP & RFI RESULTS AND GRID INFORMATION</u>

I, <u>Kathleen E. Grogan</u>, on behalf of and representing <u>Microsoft Corporation</u>, hereby acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as either Contract & Prices Information, Market Information, PLEXOS Backup & Model, RFP & RFI Results, or Grid Information. as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) 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 projects (including but not limited to solar, wind, energy storage, or combustion turbine developers), energy project equipment supply, wholesale power market participation, independent power production, project bidding, or electric generating business development; (ii) outside retained counsel; or (iii) individual consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

Hlen E.

Kathleen E. Grogan, Senior Paralegal Printed Name Microsoft Corporation On behalf of

June 14, 2023

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## ATTACHMENT A

## COMMONWEALTH OF VIRGINIA, ex rel.

# STATE CORPORATION COMMISSION

CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

#### **AGREEMENT TO ADHERE TO PROTECTIVE RULING**

I, Jeffry Pollock , on behalf of and representing Microsoft Corporation, hereby acknowledge having read and understood the terms of the Protective Ruling ("Protective Ruling") entered in this proceeding on May 23, 2023, and agree to treat all Confidential Information that I receive in connection with Case No. PUR-2023-00066 as set forth in that Protective Ruling. Such treatment shall include, but not be limited to: (1) not disseminating, communicating or revealing any Confidential Information under that Protective 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 Protective 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 Ruling.

Jeffry C Pollock CONTROL Digitally signed by: Jeffry C Pollock Originature C 2003.06.15 10:32:33-0500 Jeffry Pollock, President, J. Pollock, Inc. Printed Name Microsoft Corporation On behalf of June 15, 2023 Date

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ATTACHMENT B

#### COMMONWEALTH OF VIRGINIA, ex rel.

# STATE CORPORATION COMMISSION

CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

## AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE <u>PROJECTED RATE MODEL</u>

Jeffry Pollock \_\_\_\_, on behalf of and representing Microsoft Corporation Ι, hereby acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as Projected Rate Model as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) in-house counsel; (ii) outside retained counsel: or (iii) individual outside consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

	Date: 2023,06,15 10,34,24 -03 00
Pollock	Rollock, Inc, OU = President Date: 2023,06,15 10:34:24 -05'00'
Jeffry C	Digitally signed by: Jaffry C Polloci DN: CN = Jaffry C Pollock email = compipellockinc.com C = US O = J Pollock, Inc. OU = President

Signature

Jeffry Pollock, President, J. Pollock, Inc. Printed Name Microsoft Corporation On behalf of

June15, 2023

ATTACHMENT C

## COMMONWEALTH OF VIRGINIA, ex rel.

## STATE CORPORATION COMMISSION

CASE NO. PUR-2023-00066

In re: Virginia Electric and Power Company's Integrated Resource Plan filing pursuant to Va. Code § 56-597 *et seq*.

# AGREEMENT TO ADHERE TO PROTECTIVE RULING AND RULING GRANTING ADDITIONAL PROTECTIVE TREATMENT FOR EXTRAORDINARILY SENSITIVE CONTRACT & PRICES INFORMATION, MARKET INFORMATION, PLEXOS <u>BACKUP & MODEL, RFP & RFI RESULTS AND GRID INFORMATION</u>

Jeffry Pollock \_, on behalf of and representing Microsoft Corporation . hereby 1. acknowledge having read and understood the terms of the Protective Ruling and Additional Protective Treatment for Extraordinarily Sensitive Information ("Protective Ruling"), entered in this proceeding on May 23, 2023, and agree to treat all extraordinarily sensitive information that is defined as either Contract & Prices Information, Market Information, PLEXOS Backup & Model, RFP & RFI Results, or Grid Information. as set forth in that Protective Ruling. The persons signing this Agreement attest that they are (i) 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 projects (including but not limited to solar, wind, energy storage, or combustion turbine developers), energy project equipment supply, wholesale power market participation, independent power production, project bidding, or electric generating business development; (ii) outside retained counsel; or (iii) individual consultants who have been retained by a party for the purpose of providing consulting services and/or expert testimony in this proceeding. The treatment shall include, but not be limited to: (1) not disseminating, communicating, or revealing any extraordinarily sensitive information to any person, other than Staff, not specifically authorized to receive extraordinarily sensitive information under that Protective Ruling; (2) oral testimony concerning the extraordinarily sensitive 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 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 information produced pursuant to that Protective Ruling; and (5) no party or consultant may use the extraordinarily sensitive 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 information in this proceeding consistent with the terms of this agreement and the Protective Ruling.

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Signature

Jeffry Pollock, President, J. Pollock, Inc. Printed Name Microsoft Corporation On behalf of

June 15, 2023