

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER24-1357-000

Issued: April 3, 2024

On February 28, 2024, PJM Interconnection, L.L.C. (PJM) submitted a notice of cancellation of an executed Wholesale Market Participation Agreement among PJM as Transmission Provider, Hecate Energy LLC (Hecate Energy) as Wholesale Market Participant, and The Potomac Edison Company (Potomac Edison) as Transmission Owner, designated as Service Agreement No. 4840.<sup>1</sup> Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, the submittal is accepted for filing, effective April 29, 2024, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission’s regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document(s); nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Kurt M. Longo, Director, Division of Electric Power Regulation – East

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 4840, PJM SA No. 4840 among PJM, Hecate Energy and Potomac Edison \(2.0.0\)](#).

Document Content(s)

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PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
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Salvia Yi  
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(484) 501-4619  
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February 28, 2024

The Honorable Debbie-Anne Reese, Acting Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E., Room 1A  
Washington, D.C. 20426-0001

*Re: PJM Interconnection, L.L.C., Docket No. ER24-1357-000*

*Notice of Cancellation of Service Agreement No. 4840 Queue No. AC2-174*

Dear Secretary Reese:

PJM Interconnection, L.L.C. (“PJM”) hereby submits to the Federal Energy Regulatory Commission (“Commission”) this notice of cancellation of the Wholesale Market Participation Agreement (“WMPA”) among PJM, Hecate Energy LLC (“Hecate Energy”), and The Potomac Edison Company (“Potomac Edison”), designated as Service Agreement No. 4840 and accepted by the Commission in Docket No. ER18-290-000 (“Hecate Energy WMPA”), as amended in Docket No. ER23-1285-000.<sup>1</sup> On January 8, 2024 PJM notified Hecate Energy of its breach of the Hecate Energy WMPA for failing to meet a material term or condition under the Hecate Energy WMPA. Hecate Energy failed to cure the breach, thus resulting in default of the Hecate Energy WMPA. Therefore, PJM hereby notifies the Commission that Service Agreement No. 4840 is cancelled effective April 29, 2024.

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<sup>1</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER18-290-000 (Dec. 14, 2017); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-1285-000 (May 3, 2023).

## **I. WAIVER AND EFFECTIVE DATE**

PJM requests an effective date of April 29, 2024 for the cancellation of Service Agreement No. 4840. The requested effective date is the first business day sixty-one (61) days from the date of this submission, in accordance with the sixty (60) day notice requirement specified in section 35.15 of the Commission's regulations.<sup>2</sup> The Parties have no remaining obligations under Service Agreement No. 4840.

## **II. CORRESPONDENCE AND COMMUNICATION**

All notices, communications, or correspondence to PJM regarding this matter should be directed to the following:

Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
1200 G Street, N.W, Suite 600  
Washington, D.C. 20005  
(202) 423-4743  
[Craig.Glazer@pjm.com](mailto:Craig.Glazer@pjm.com)

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PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
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Audubon, PA 19403-2497  
(610) 666-2368  
[Christopher.Holt@pjm.com](mailto:Christopher.Holt@pjm.com)

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<sup>2</sup> 18 C.F.R. § 35.15 (2020).

### III. SERVICE

PJM has served a copy of this filing on Hecate Energy, Potomac Edison, and the state utility regulatory commissions within the PJM Region.

Respectfully submitted,

/s/ Salvia Yi

Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
1200 G Street, N.W, Suite 600  
Washington, D.C. 20005  
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cc (via email):

Hecate Energy  
Jessica Neely - [jneely@hecateenergy.com](mailto:jneely@hecateenergy.com)  
Andrew Leedom - [aleedom@hecateenergy.com](mailto:aleedom@hecateenergy.com)

Potomac Edison  
Mike Thorn - [mthorn@firstenergycorp.com](mailto:mthorn@firstenergycorp.com)  
Amanda Parker - [aparker@firstenergycorp.com](mailto:aparker@firstenergycorp.com)  
Tricia Hartzell - [thartzell@firstenergycorp.com](mailto:thartzell@firstenergycorp.com)  
Rita Zaltsberg - [rzaltsberg@firstenergycorp.com](mailto:rzaltsberg@firstenergycorp.com)  
Craig Timson - [ctimson@myrec.coop](mailto:ctimson@myrec.coop)

All state utility regulatory commissions within the PJM Region

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No ER23-1285-000

Issued: May 3, 2023

On March 10, 2023, PJM Interconnection, L.L.C. (PJM) submitted an amended wholesale market participation agreement among PJM, Hecate Energy LLC as wholesale market participant, and The Potomac Edison Company as transmission owner.<sup>1</sup> Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, the submittal is accepted for filing, effective May 10, 2023, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission’s regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document(s); nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Kurt M. Longo, Director, Division of Electric Power Regulation – East

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 4840](#), [PJM SA No. 4840 among PJM, Hecate Energy and Potomac Edison \(1.0.0\)](#).

Document Content (s)

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PJM Interconnection, L.L.C.  
2750 Monroe Boulevard  
Audubon, PA 19403

Christopher B. Holt  
Associate General Counsel  
(610) 666-2368  
Christopher.Holt@pjm.com

March 10, 2023

The Honorable Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E., Room 1A  
Washington, D.C. 20426-0001

*Re: PJM Interconnection, L.L.C.; Docket No. ER23-1285-000*

*Amendment to Service Agreement No. 4840; Queue Position No. AC2-174*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission”),<sup>2</sup> and PJM Open Access Transmission Tariff, Part VI (“Tariff”), PJM Interconnection, L.L.C. (“PJM”) submits for filing an amended Wholesale Market Participation Agreement (“WMPA”) among PJM, Hecate Energy LLC (“Wholesale Market Participant”), and The Potomac Edison Company (“Transmission Owner”) (collectively, the “Parties”) (the “Amended WMPA”). The Amended WMPA modifies Service Agreement No. 4840, effective October 20, 2017 (the “Original WMPA”).<sup>3</sup> Commission rules and regulations require any change to the provisions of a service agreement on file with the Commission shall be filed as a change in rate.<sup>4</sup> Accordingly, PJM hereby submits the Amended WMPA for filing.

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<sup>1</sup> 16 U.S.C. § 824d (2022).

<sup>2</sup> 18 C.F.R. Part 35 (2022).

<sup>3</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER18-290-000 (December 14, 2017).

<sup>4</sup> 18 C.F.R. § 35.1(c) (2019).



## **I. DESCRIPTION OF THE AMENDED WMPA**

The Amended WMPA is designated as Service Agreement No. 4840, and is substantively the same as the Original WMPA, except the Amended WMPA reflects the Parties' agreement to: (1) update the milestone date in section 3.1.1 (Substantial Site work completed); (2) update the milestone date in section 3.1.2 (Commercial Operation); and (3) remove the information on the signature page and add language that "All signature lines intentionally left blank. See Agreement to Amend executed by the Parties effective February 9, 2023."

The Parties effectuated the foregoing changes through the attached Agreement to Amend ("AA"), and the authorized signatures in the attached AA serve as the Parties' acceptance of the foregoing changes.<sup>5</sup> Except for the revisions specified above, all other terms and conditions of the Original WMPA remain the same.

## **II. REQUESTED EFFECTIVE DATE**

PJM requests an effective date of May 10, 2023 for the amendments in the enclosed Amended WMPA. The requested effective date is sixty-one (61) days after this submission of the Amended WMPA, and thus meets the Commission's 60-day notice requirement.<sup>6</sup>

## **III. DOCUMENTS ENCLOSED**

PJM encloses with this transmittal letter the following:

1. Attachment A: Amended WMPA, Service Agreement No. 4840 (Marked Format);
2. Attachment B: Amended WMPA, Service Agreement No. 4840 (Clean Format); and
3. Attachment C: Executed Agreement to Amend.

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<sup>5</sup> The AA is attached to this transmittal letter as Attachment C.

<sup>6</sup> 18 C.F.R. § 35.3 (2019).

#### IV. CORRESPONDENCE AND COMMUNICATIONS

All notices, communications, or correspondence addressed to PJM regarding this matter should be directed to, and PJM requests that the Secretary include on the Commission's official service list,<sup>7</sup> the following:

Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
1200 G Street, N.W, Suite 600  
Washington, D.C. 20005  
(202) 423-4743  
[craig.glazer@pjm.com](mailto:craig.glazer@pjm.com)

Christopher B. Holt  
Associate General Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd,  
Audubon, PA 19403  
(610) 666-2368 (phone)  
[Christopher.Holt@pjm.com](mailto:Christopher.Holt@pjm.com)

#### V. SERVICE

Copies of this filing have been served upon Wholesale Market Participant, Transmission Owner, and the state utility regulatory commissions within the PJM Region.

Respectfully submitted,

/s/ Christopher B. Holt

Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
1200 G Street, N.W, Suite 600  
Washington, D.C. 20005  
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Audubon, PA 19403  
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<sup>7</sup> PJM requests a waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)) so that each named person may be included on the official service list.

Kimberly D. Bose, Secretary  
March 10, 2023  
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cc (via email):

Wholesale Market Participant

Patti Shorr - [pshorr@hecateenergy.com](mailto:pshorr@hecateenergy.com)

Transmission Owner

Greg Hussing - [hussingg@firstenergycorp.com](mailto:hussingg@firstenergycorp.com)

Mike Thorn - [mthorn@firstenergycorp.com](mailto:mthorn@firstenergycorp.com)

All state utility regulatory commissions within the PJM Region

# **ATTACHMENT A**

**Amended WMPA, Service Agreement No. 4840  
(Marked Format)**

(PJM Queue #AC2-174)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**  
**Among**  
**PJM INTERCONNECTION, L.L.C.**  
**And**  
**HECATE ENERGY LLC**  
**And**  
**THE POTOMAC EDISON COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
Hecate Energy LLC  
And  
The Potomac Edison Company  
(PJM Queue Position #AC2-174)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Hecate Energy LLC (“Wholesale Market Participant”) and The Potomac Edison Company (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”).

WITNESSETH

WHEREAS, Wholesale Market Participant is developing generation that it intends to use to engage in Wholesale Transactions in PJM’s markets and desires to maintain its proposed generation in the queue that PJM studies for potential reliability impacts to the Transmission System;

WHEREAS, Wholesale Market Participant is seeking to interconnect at a local distribution or sub-transmission facility, which at this time is not subject to FERC jurisdiction; and

WHEREAS, Wholesale Market Participant and Rappahannock Electric Cooperative or its affiliate must enter into a separate two-party interconnection agreement (“Interconnection Agreement”) in order to address issues of physical interconnection and local charges that may be presented by the interconnection of Wholesale Market Participant’s generation to the distribution facility.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM’s markets. The Parties mutually covenant and agree as follows:

## Article 1 – DEFINITIONS and OTHER DOCUMENTS

- 1.0 Defined Terms.** All capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in Part I, Article 1 or Part VI of the PJM Open Access Transmission Tariff (“Tariff”), except Wholesale Market Participant which shall be defined in this WMPA as a participant in a Wholesale Transaction.
- 1.1 Effective Date.** This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, upon the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated consistent with Section 1 in Attachment O, Appendix 2, Part VI of the Tariff.
- 1.2 Assumption of Tariff Obligations.** Wholesale Market Participant agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 1.3 Incorporation Of Other Documents.** All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this WMPA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

## Article 2 - NOTICES and MISCELLANEOUS

- 2.0 Notices.** Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered by recognized national courier or by depositing the same with the United States Postal Service, with postage prepaid for delivery by certified or registered mail addressed to the Party, or by personal delivery to the Party, at the address specified below. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

Transmission Provider:  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403-2497

Wholesale Market Participant:  
Hecate Energy LLC  
621 W. Randolph Street  
Chicago, IL 60661

Transmission Owner:

The Potomac Edison Company  
76 South Main Street  
A-GO-10  
Akron, OH 44308  
Attn: Mike Thorn, FERC & Wholesale Connection Support Manager

With copies to:  
FirstEnergy Service Company  
Legal Department  
76 South Main Street  
A-GO-15  
Akron, OH, 44308  
Attn: Attorney for FERC & Wholesale Connection Support

Either Party may change its address or designated representative for notice by notice to the other Parties in the manner provided for above.

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
  
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.



**2.3 Waiver.** No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

**2.4 Amendment.** This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.

**2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status.** To the extent required, in accordance with Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

## **2.6 Assignment**

### **2.6.1 Assignment with Prior Consent:**

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then, except as provided in Section 2.6.2 of this WMPA, no Party shall assign its rights or delegate its duties under this WMPA without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; and any such assignment or delegation made without such prior written consent shall be null and void. A Party may make an assignment in connection with the sale, merger, or transfer of all of its properties, including the Participant Facility, which it owns, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this WMPA. In addition, the Transmission Owner shall be entitled, subject to applicable laws and regulations, to assign the WMPA to an Affiliate or successor that owns and operates all or a substantial portion of the Transmission Owner's transmission facilities.

### **2.6.2 Assignment without Prior Consent**

#### **2.6.2.1 Assignment to Owners:**

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider,

assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

#### **2.6.2.2 Assignment to Lenders:**

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned to any Project Finance Entity(ies), and such Interconnection Agreement was assigned, then the Wholesale Market Participant may, without consent of the Transmission Provider or the Transmission Owner, assign this WMPA to such Project Finance Entity(ies), provided that such assignment does not alter or diminish Wholesale Market Participant's duties and obligations under this WMPA. If Wholesale Market Participant provides the Transmission Owner and Transmission Provider with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as a contact for notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, the Transmission Provider or Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA. Transmission Provider or Transmission Owner shall, if requested by such Project Finance Entity(ies), provide such customary and reasonable documents, including consents to assignment, as may be reasonably requested with respect to the assignment and status of this WMPA, provided that such documents do not alter or diminish the rights of the Transmission Provider or Transmission Owner under this WMPA, except with respect to providing notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, to such Project Finance Entity(ies). Upon presentation of the Transmission Provider and/or Transmission Owner's invoice therefor, Wholesale Market Participant shall pay the Transmission Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

#### **2.6.3 Successors and Assigns:**

This WMPA and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

## ARTICLE 3 – Responsibility for Network or Local Upgrades

**3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$ 0.00. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

**3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:

**3.1.1 Substantial Site work completed.** On or before ~~October 31, 2019~~December 31, 2023, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

**3.1.2 Commercial Operation.** (i) On or before ~~December 31, 2019~~March 31, 2024, Wholesale Market Participant must demonstrate commercial operation of all generating units; On or before ~~December 31, 2019~~March 31, 2024, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable, obtain capacity qualifications consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

**3.1.3 Documentation.** Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.

**3.1.4 Interconnection Agreement.** Prior to the execution of this WMPA, Wholesale Market Participant must enter into an Interconnection Agreement with the Rappahannock Electric Cooperative in order to effectuate this WMPA. This WMPA will terminate with the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Rappahannock Electric Cooperative.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider’s reasonable satisfaction. Transmission Provider may

reasonably extend any such milestone dates, in the event of delays that Wholesale Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. Wholesale Market Participant's notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position #AC2-174)

Transmission Provider: **PJM Interconnection, L.L.C.**

By: ~~/s/ David M. Egan~~ \_\_\_\_\_ ~~Manager Interconnection Projects~~ \_\_\_\_\_  
~~10/20/2017~~ \_\_\_\_\_  
Name Title Date

Printed name of signer: ~~David M. Egan~~ \_\_\_\_\_

Wholesale Market Participant: **Hecate Energy LLC**

By: ~~/s/ Patricia Shorr~~ \_\_\_\_\_ ~~VP Project Development~~ \_\_\_\_\_  
\_\_\_\_\_ ~~9/14/2017~~ \_\_\_\_\_  
Name Title Date

Printed name of signer: ~~Patricia Shorr~~ \_\_\_\_\_

Transmission Owner: **The Potomac Edison Company**

\_\_\_\_\_~~Director,~~  
By: ~~/s/ Richard A. Ziegler~~ \_\_\_\_\_ ~~FERC & RTO Technical Support~~ \_\_\_\_\_  
\_\_\_\_\_ ~~10/20/2017~~ \_\_\_\_\_  
Name Title Date

Printed name of signer: ~~Richard A. Ziegler~~ \_\_\_\_\_

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK. SEE AGREEMENT TO AMEND EXECUTED BY THE PARTIES EFFECTIVE FEBRUARY 9, 2023.

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT  
By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
HECATE ENERGY LLC  
And  
THE POTOMAC EDISON COMPANY  
(PJM Queue Position # AC2-174)**

**1.0 Description of generating unit(s)** (the “Participant Facility”) to be used for the provision of wholesale sales into the PJM markets:

a. Name of Participant Facility:

Double Tollgate Solar Project

b. Location of Participant Facility:

Northeast corner of Double Tollgate Road and Highway 522, Clarke County, Virginia

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 10.0 MW

d. Description of the equipment configuration:

Multiple photo-voltaic solar panel arrays, collection system and associated transformation equipment.

**2.0 Rights for Generation Wholesale Market Participant**

**2.1 Capacity Interconnection Rights:**

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 3.8 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 3.8 MW commencing June 1, 2020. From the effective date of this WMPA until May 31, 2020 (the “interim time period”), the Wholesale Market

Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 3.8 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2020.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent with the PJM manuals.

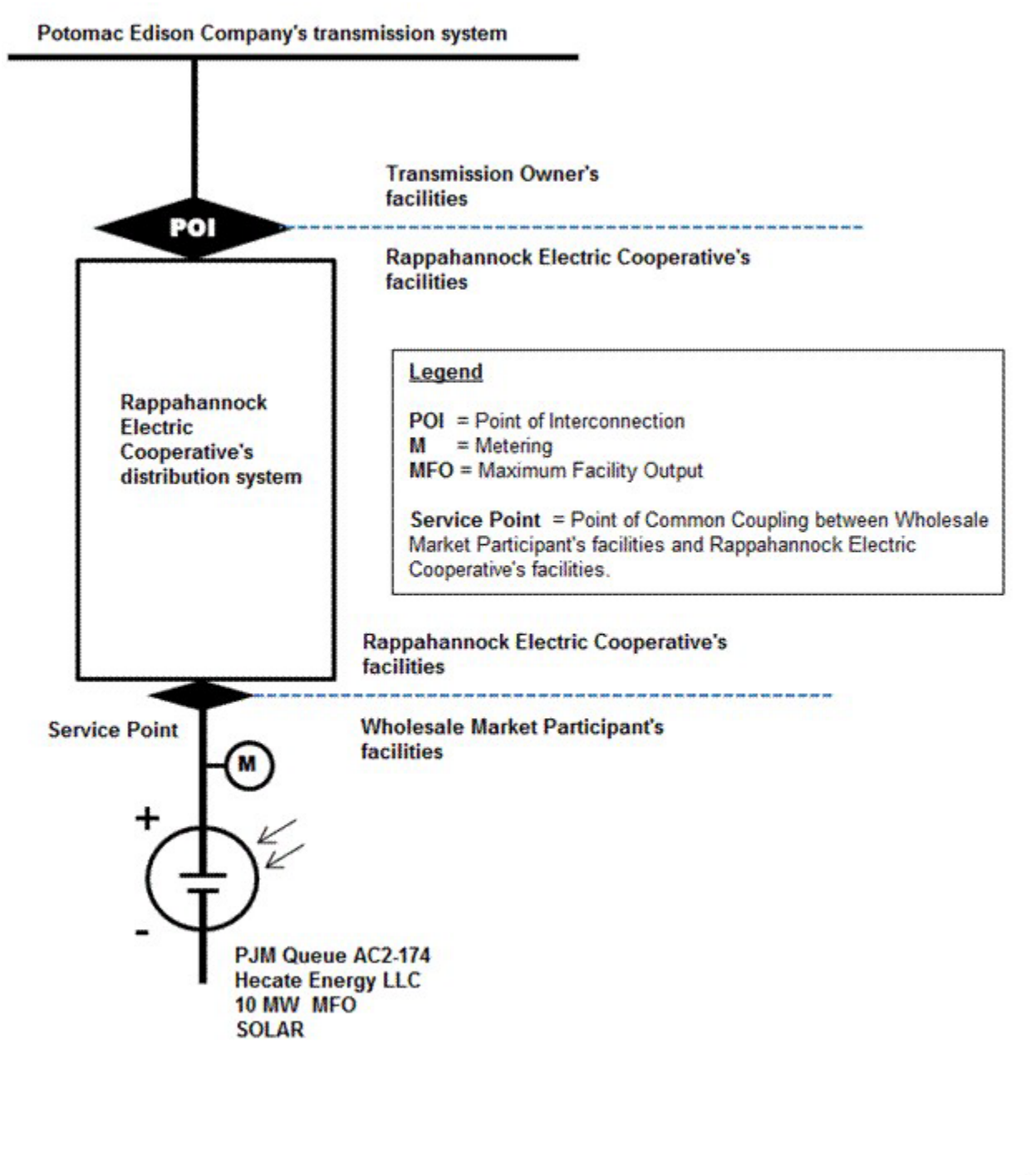
**SCHEDULES:**

- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**
- **SCHEDULE F – SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**



**SCHEDULE A**

**SINGLE-LINE DIAGRAM**



## **SCHEDULE B**

### **LIST OF METERING EQUIPMENT**

Wholesale Market Participant shall either install metering and telemetry, or arrange for Rappahannock Electric Cooperative to install metering and telemetry, at the point of common coupling (referred to in Schedule A of this WMPA as “Service Point”) between the Wholesale Market Participant Facility and the Rappahannock Electric Cooperative feeder as required by PJM Manuals M-01 and M14D and Sections 8.1 through 8.5 of Appendix 2 of Attachment O of the PJM Tariff. Rappahannock Electric Cooperative and Wholesale Market Participant will collectively determine meter ownership.

Wholesale Market Participant shall make its metering data at the point of common coupling (referred to in Schedule A of this WMPA as “Service Point”) available to Rappahannock Electric Cooperative via telemetry for use by Rappahannock Electric Cooperative and Transmission Owner for balancing, settlement and audit purposes. Wholesale Market Participant may purchase and install its own backup metering.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

## **SCHEDULE D**

### **APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

FirstEnergy Requirements for Transmission Connected Facilities, effective October 3, 2016, which can be found on the PJM website at:

<http://www.pjm.com/-/media/planning/plan-standards/private-fe/fcr-facilities-connection-requirements.ashx?la=en>

## **SCHEDULE E**

### **WHOLESALE MARKET PARTICIPANT'S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 88-129, 1988-2 C.B. 541, and as amplified and modified in Notices 90-60, 1990-2 C.B. 345, and 2001-82, 2001-2 C.B. 619 (the "IRS Notices"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notices, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

Nothing in Wholesale Market Participant's agreement pursuant to this Schedule E shall change the indemnification obligations under Section 24.2 in Attachment O, Appendix 2 in Part VI of the Tariff.

## SCHEDULE F

### SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Nothing in this WMPA provides any rights with regard to the use of the distribution facilities owned, operated, and maintained by the Rappahannock Electric Cooperative.

1. The Point of Interconnection (for the purpose of effectuating sales of energy and/or capacity into PJM's wholesale markets) under this WMPA is physically located at a point where the Transmission Owner's facilities are connected to facilities owned by the Rappahannock Electric Cooperative, to which Wholesale Market Participant's facilities are or will be interconnected. Therefore, the Parties acknowledge and agree that interconnection of the Wholesale Market Participant under this WMPA depends upon the physical availability of, and Wholesale Market Participant's right to utilize, the Rappahannock Electric Cooperative facilities and the interconnection of the Rappahannock Electric Cooperative facilities with those of Wholesale Market Participant and the Transmission Owner. Accordingly, the following shall apply:
  - 1.1 Wholesale Market Participant shall obtain Rappahannock Electric Cooperative's agreement allowing Wholesale Market Participant to utilize the Rappahannock Electric Cooperative facilities to transport energy produced by the Wholesale Market Participant to the Point of Interconnection as shown on Schedule A of this WMPA.
  - 1.2 Concurrent with execution of this WMPA, Wholesale Market Participant shall provide Transmission Provider with copies of any and all agreements pursuant to which Rappahannock Electric Cooperative agrees to grant to the Wholesale Market Participant rights as described in Section 1.1 of this Schedule F.
  - 1.3 In the event that any of the Rappahannock Electric Cooperative facilities used to provide interconnection of the Wholesale Market Participant become unavailable for any reason to carry energy produced by the Wholesale Market Participant to and across the Point of Interconnection as shown on Schedule A, the Wholesale Market Participant's rights to interconnect under this WMPA, and thus the Wholesale Market Participant's rights to inject energy into the Transmission Provider's Transmission System as set forth in Section 2 of the Specifications above, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension; and
  - 1.4 In the event that Rappahannock Electric Cooperative ceases operations at its facility where the Wholesale Market Participant is located, or removes from service any of the electrical facilities on which Wholesale Market Participant's interconnection hereunder depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Wholesale Market Participant to and across the Point of Interconnection.

# **ATTACHMENT B**

**Amended WMPA, Service Agreement No. 4840  
(Clean Format)**

(PJM Queue #AC2-174)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**  
**Among**  
**PJM INTERCONNECTION, L.L.C.**  
**And**  
**HECATE ENERGY LLC**  
**And**  
**THE POTOMAC EDISON COMPANY**



**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
Hecate Energy LLC  
And  
The Potomac Edison Company  
(PJM Queue Position #AC2-174)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Hecate Energy LLC (“Wholesale Market Participant”) and The Potomac Edison Company (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”).

WITNESSETH

WHEREAS, Wholesale Market Participant is developing generation that it intends to use to engage in Wholesale Transactions in PJM’s markets and desires to maintain its proposed generation in the queue that PJM studies for potential reliability impacts to the Transmission System;

WHEREAS, Wholesale Market Participant is seeking to interconnect at a local distribution or sub-transmission facility, which at this time is not subject to FERC jurisdiction; and

WHEREAS, Wholesale Market Participant and Rappahannock Electric Cooperative or its affiliate must enter into a separate two-party interconnection agreement (“Interconnection Agreement”) in order to address issues of physical interconnection and local charges that may be presented by the interconnection of Wholesale Market Participant’s generation to the distribution facility.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM’s markets. The Parties mutually covenant and agree as follows:

## Article 1 – DEFINITIONS and OTHER DOCUMENTS

- 1.0 Defined Terms.** All capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in Part I, Article 1 or Part VI of the PJM Open Access Transmission Tariff (“Tariff”), except Wholesale Market Participant which shall be defined in this WMPA as a participant in a Wholesale Transaction.
- 1.1 Effective Date.** This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, upon the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated consistent with Section 1 in Attachment O, Appendix 2, Part VI of the Tariff.
- 1.2 Assumption of Tariff Obligations.** Wholesale Market Participant agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 1.3 Incorporation Of Other Documents.** All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this WMPA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

## Article 2 - NOTICES and MISCELLANEOUS

- 2.0 Notices.** Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered by recognized national courier or by depositing the same with the United States Postal Service, with postage prepaid for delivery by certified or registered mail addressed to the Party, or by personal delivery to the Party, at the address specified below. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

Transmission Provider:  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403-2497

Wholesale Market Participant:  
Hecate Energy LLC  
621 W. Randolph Street  
Chicago, IL 60661

Transmission Owner:

The Potomac Edison Company  
76 South Main Street  
A-GO-10  
Akron, OH 44308  
Attn: Mike Thorn, FERC & Wholesale Connection Support Manager

With copies to:  
FirstEnergy Service Company  
Legal Department  
76 South Main Street  
A-GO-15  
Akron, OH, 44308  
Attn: Attorney for FERC & Wholesale Connection Support

Either Party may change its address or designated representative for notice by notice to the other Parties in the manner provided for above.

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

**2.3 Waiver.** No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

**2.4 Amendment.** This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.

**2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status.** To the extent required, in accordance with Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

## **2.6 Assignment**

### **2.6.1 Assignment with Prior Consent:**

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then, except as provided in Section 2.6.2 of this WMPA, no Party shall assign its rights or delegate its duties under this WMPA without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; and any such assignment or delegation made without such prior written consent shall be null and void. A Party may make an assignment in connection with the sale, merger, or transfer of all of its properties, including the Participant Facility, which it owns, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this WMPA. In addition, the Transmission Owner shall be entitled, subject to applicable laws and regulations, to assign the WMPA to an Affiliate or successor that owns and operates all or a substantial portion of the Transmission Owner's transmission facilities.

### **2.6.2 Assignment without Prior Consent**

#### **2.6.2.1 Assignment to Owners:**

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider,

assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

#### **2.6.2.2 Assignment to Lenders:**

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned to any Project Finance Entity(ies), and such Interconnection Agreement was assigned, then the Wholesale Market Participant may, without consent of the Transmission Provider or the Transmission Owner, assign this WMPA to such Project Finance Entity(ies), provided that such assignment does not alter or diminish Wholesale Market Participant's duties and obligations under this WMPA. If Wholesale Market Participant provides the Transmission Owner and Transmission Provider with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as a contact for notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, the Transmission Provider or Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA. Transmission Provider or Transmission Owner shall, if requested by such Project Finance Entity(ies), provide such customary and reasonable documents, including consents to assignment, as may be reasonably requested with respect to the assignment and status of this WMPA, provided that such documents do not alter or diminish the rights of the Transmission Provider or Transmission Owner under this WMPA, except with respect to providing notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, to such Project Finance Entity(ies). Upon presentation of the Transmission Provider and/or Transmission Owner's invoice therefor, Wholesale Market Participant shall pay the Transmission Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

#### **2.6.3 Successors and Assigns:**

This WMPA and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

## ARTICLE 3 – Responsibility for Network or Local Upgrades

- 3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$ 0.00. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before December 31, 2023, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before March 31, 2024, Wholesale Market Participant must demonstrate commercial operation of all generating units; On or before March 31, 2024, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable, obtain capacity qualifications consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
- 3.1.3 Documentation.** Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.
- 3.1.4 Interconnection Agreement.** Prior to the execution of this WMPA, Wholesale Market Participant must enter into an Interconnection Agreement with the Rappahannock Electric Cooperative in order to effectuate this WMPA. This WMPA will terminate with the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Rappahannock Electric Cooperative.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider’s reasonable satisfaction. Transmission Provider may

reasonably extend any such milestone dates, in the event of delays that Wholesale Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. Wholesale Market Participant's notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position #AC2-174)

Transmission Provider: **PJM Interconnection, L.L.C.**

By: \_\_\_\_\_  
Name Title Date

Printed name of signer: \_\_\_\_\_

Wholesale Market Participant: **Hecate Energy LLC**

By: \_\_\_\_\_  
Name Title Date

Printed name of signer: \_\_\_\_\_

Transmission Owner: **The Potomac Edison Company**

By: \_\_\_\_\_  
Name Title Date

Printed name of signer: \_\_\_\_\_

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK. SEE AGREEMENT TO AMEND EXECUTED BY THE PARTIES EFFECTIVE FEBRUARY 9, 2023.



**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM INTERCONNECTION, L.L.C.**

**And  
HECATE ENERGY LLC**

**And  
THE POTOMAC EDISON COMPANY  
(PJM Queue Position # AC2-174)**

**1.0 Description of generating unit(s)** (the “Participant Facility”) to be used for the provision of wholesale sales into the PJM markets:

a. Name of Participant Facility:

Double Tollgate Solar Project

b. Location of Participant Facility:

Northeast corner of Double Tollgate Road and Highway 522, Clarke County, Virginia

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 10.0 MW

d. Description of the equipment configuration:

Multiple photo-voltaic solar panel arrays, collection system and associated transformation equipment.

**2.0 Rights for Generation Wholesale Market Participant**

**2.1 Capacity Interconnection Rights:**

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 3.8 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 3.8 MW commencing June 1, 2020. From the effective date of this WMPA until May 31, 2020 (the “interim time period”), the Wholesale Market

Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 3.8 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2020.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

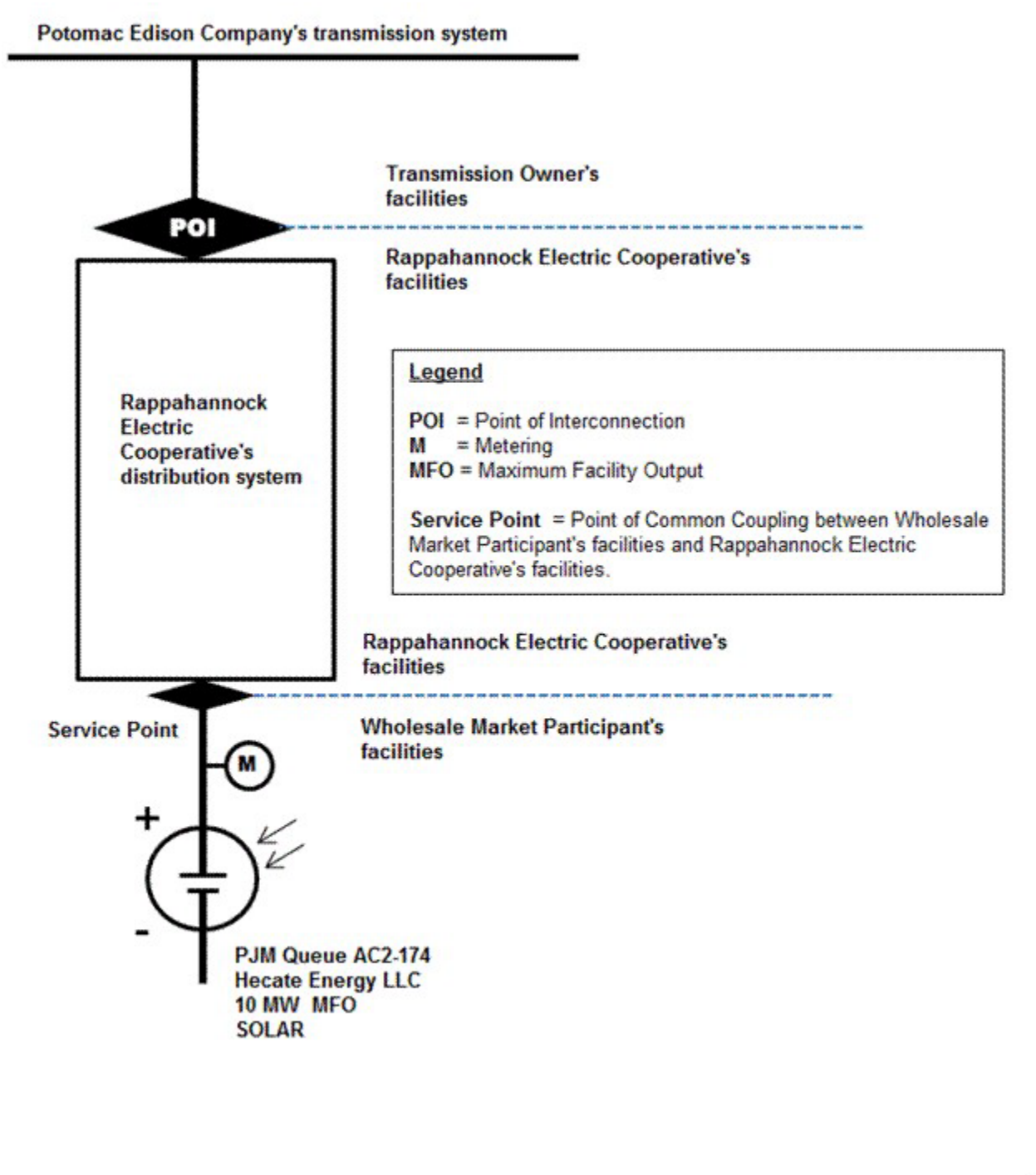
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent with the PJM manuals.

**SCHEDULES:**

- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**
- **SCHEDULE F – SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

SCHEDULE A

SINGLE-LINE DIAGRAM



## **SCHEDULE B**

### **LIST OF METERING EQUIPMENT**

Wholesale Market Participant shall either install metering and telemetry, or arrange for Rappahannock Electric Cooperative to install metering and telemetry, at the point of common coupling (referred to in Schedule A of this WMPA as “Service Point”) between the Wholesale Market Participant Facility and the Rappahannock Electric Cooperative feeder as required by PJM Manuals M-01 and M14D and Sections 8.1 through 8.5 of Appendix 2 of Attachment O of the PJM Tariff. Rappahannock Electric Cooperative and Wholesale Market Participant will collectively determine meter ownership.

Wholesale Market Participant shall make its metering data at the point of common coupling (referred to in Schedule A of this WMPA as “Service Point”) available to Rappahannock Electric Cooperative via telemetry for use by Rappahannock Electric Cooperative and Transmission Owner for balancing, settlement and audit purposes. Wholesale Market Participant may purchase and install its own backup metering.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

## **SCHEDULE D**

### **APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

FirstEnergy Requirements for Transmission Connected Facilities, effective October 3, 2016, which can be found on the PJM website at:

<http://www.pjm.com/-/media/planning/plan-standards/private-fe/fcr-facilities-connection-requirements.ashx?la=en>

## **SCHEDULE E**

### **WHOLESALE MARKET PARTICIPANT'S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 88-129, 1988-2 C.B. 541, and as amplified and modified in Notices 90-60, 1990-2 C.B. 345, and 2001-82, 2001-2 C.B. 619 (the "IRS Notices"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notices, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

Nothing in Wholesale Market Participant's agreement pursuant to this Schedule E shall change the indemnification obligations under Section 24.2 in Attachment O, Appendix 2 in Part VI of the Tariff.



## **SCHEDULE F**

### **SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

Nothing in this WMPA provides any rights with regard to the use of the distribution facilities owned, operated, and maintained by the Rappahannock Electric Cooperative.

1. The Point of Interconnection (for the purpose of effectuating sales of energy and/or capacity into PJM's wholesale markets) under this WMPA is physically located at a point where the Transmission Owner's facilities are connected to facilities owned by the Rappahannock Electric Cooperative, to which Wholesale Market Participant's facilities are or will be interconnected. Therefore, the Parties acknowledge and agree that interconnection of the Wholesale Market Participant under this WMPA depends upon the physical availability of, and Wholesale Market Participant's right to utilize, the Rappahannock Electric Cooperative facilities and the interconnection of the Rappahannock Electric Cooperative facilities with those of Wholesale Market Participant and the Transmission Owner. Accordingly, the following shall apply:
  - 1.1 Wholesale Market Participant shall obtain Rappahannock Electric Cooperative's agreement allowing Wholesale Market Participant to utilize the Rappahannock Electric Cooperative facilities to transport energy produced by the Wholesale Market Participant to the Point of Interconnection as shown on Schedule A of this WMPA.
  - 1.2 Concurrent with execution of this WMPA, Wholesale Market Participant shall provide Transmission Provider with copies of any and all agreements pursuant to which Rappahannock Electric Cooperative agrees to grant to the Wholesale Market Participant rights as described in Section 1.1 of this Schedule F.
  - 1.3 In the event that any of the Rappahannock Electric Cooperative facilities used to provide interconnection of the Wholesale Market Participant become unavailable for any reason to carry energy produced by the Wholesale Market Participant to and across the Point of Interconnection as shown on Schedule A, the Wholesale Market Participant's rights to interconnect under this WMPA, and thus the Wholesale Market Participant's rights to inject energy into the Transmission Provider's Transmission System as set forth in Section 2 of the Specifications above, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension; and
  - 1.4 In the event that Rappahannock Electric Cooperative ceases operations at its facility where the Wholesale Market Participant is located, or removes from service any of the electrical facilities on which Wholesale Market Participant's interconnection hereunder depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Wholesale Market Participant to and across the Point of Interconnection.

# **ATTACHMENT C**

**Executed Agreement to Amend**

**AGREEMENT TO AMEND**  
**By and Among**  
**PJM Interconnection, L.L.C.**  
**And**  
**Hecate Energy LLC**  
**And**  
**The Potomac Edison Company**  
**(PJM Queue Position #AC2-174)**

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Hecate Energy LLC (“Interconnection Customer”), and The Potomac Edison Company (“Interconnected Transmission Owner”) (each, individually a “Party,” and collectively, the “Parties”).

**RECITALS**

WHEREAS, PJM, Hecate Energy LLC and The Potomac Edison Company are parties to the following service agreement(s): Wholesale Market Participation Agreement (“WMPA”) (the “Service Agreement(s)”), filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER18-290-000, designated as follows:

| <b>Type of Service Agreement(s)</b> | <b>Service Agreement Number</b> | <b>Parties to the Agreement</b>                       | <b>Effective Date</b> |
|-------------------------------------|---------------------------------|---|-----------------------|
| WMPA                                | 4840                            | PJM, Hecate Energy LLC and The Potomac Edison Company | October 20, 2017      |

WHEREAS, Section 2.4 of the Wholesale Market Participation Agreement provides that the Service Agreement(s), or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement(s); and

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement(s) to reflect and describe the changes listed in Appendix A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereto, hereby agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement(s).
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement(s) by making the changes listed in Appendix A hereto and the amendments will not change the effective date of the Service Agreement(s), unless otherwise agreed to by the Parties. The Parties authorize PJM to file the amended Service Agreement(s) with the Commission without the necessity of additional signatures from Interconnection Customer and Interconnected Transmission Owner.

|          |          |          |
|----------|----------|----------|
| PS       | GH       | AC       |
| 3/9/2023 | 3/9/2023 | 3/9/2023 |

3. Counterparts. This Agreement to Amend may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

Except as set forth in this Agreement to Amend, the Service Agreement(s) is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Agreement to Amend and the Service Agreement(s) or any earlier amendment(s), the terms of this Agreement to Amend will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to Amend, which shall become effective on the date that it is fully executed by all Parties. By each individual signing below, each represents to the others that they are duly authorized to sign on behalf of that company and have the actual and/or apparent authority to bind the respective company to this Agreement to Amend.

(PJM Queue Position #AC2-174)

**Transmission Provider: PJM Interconnection, L.L.C.**

By: Augustine Caven Mgr., Infrastructure Coord. 2/9/2023  
Name Title Date

Printed name of signer: Augustine Caven

**Interconnection Customer: Hecate Energy LLC**

By: Patti Shorr Authorized Signatory 2/8/2023  
Name Title Date

Printed name of signer: Patti Shorr

**Interconnected Transmission Owner: The Potomac Energy Company**

By: Greg Hussing Dir FERC & RTO Support 2/9/2023  
Name Title Date

Printed name of signer: Greg Hussing

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to Amend, which shall become effective on the date that it is fully executed by all Parties. By each individual signing below, each represents to the others that they are duly authorized to sign on behalf of that company and have the actual and/or apparent authority to bind the respective company to this Agreement to Amend.

(PJM Queue Position #AC2-174)

**Transmission Provider: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_  
Name Title Date

Printed name of signer: \_\_\_\_\_

**Interconnection Customer: Hecate Energy LLC**

By: \_\_\_\_\_  
Name Title Date

Printed name of signer: \_\_\_\_\_

**Interconnected Transmission Owner: The Potomac Edison Company**

By: \_\_\_\_\_  
Name Title Date

Printed name of signer: \_\_\_\_\_

PS

3/9/2023

GH

3/9/2023

AC

3/9/2023

**APPENDIX A**

| <b>Section Changed</b> | <b>Changed From</b>   | <b>Changed To</b>   | <b>Explanation</b>                          |
|------------------------|---|---|---|
| WMPA-3.1.1             | <b>Substantial Site work completed.</b> On or before October 31, 2019, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.   | <b>Substantial Site work completed.</b> On or before December 31, 2023, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.  | Adjust milestone to account for suspension. |
| WMPA-3.1.2             | <b>Commercial Operation. (i)</b> On or before December 31, 2019, Wholesale Market Participant must demonstrate commercial operation of all generating units; On or before December 31, 2019, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable, obtain capacity qualifications consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region. | <b>Commercial Operation. (i)</b> On or before March 31, 2024, Wholesale Market Participant must demonstrate commercial operation of all generating units; On or before March 31, 2024, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable, obtain capacity qualifications consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region. | Adjust milestone to account for suspension. |

PS

GH

AC

3/9/2023

3/9/2023

3/9/2023