

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER23-2644-000

Issued: October 13, 2023

On August 17, 2023, PJM Interconnection, L.L.C. (PJM) submitted a notice of cancellation of the Wholesale Market Participation Agreement among PJM, as Transmission Provider, Surry Solar Center, LLC, as Wholesale Market Participant, and Virginia Electric and Power 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 October 16, 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.

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

---

<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 5666](#), [PJM SA No. 5666 among PJM, Surry Solar Center and VEPCO \(2.0.0\)](#).

Document Content(s)

ER23-2644-000 DLO Final.docx.....1



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

Alexa Neifield  
Counsel  
(610) 666-2272  
Alexa.Neifield@pjm.com

August 17, 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. ER23-2644-000  
Notice of Cancellation of Service Agreement No. 5666; Queue No. AF1-033*

Dear Secretary Bose:

## **I. DESCRIPTION OF FILING**

PJM Interconnection, L.L.C. (PJM) submits this filing to notify the Federal Energy Regulatory Commission (“Commission”) of the cancellation of the Wholesale Market Participation Agreement (“WMPA”) among PJM, Surry Solar Center, LLC (“Surry Solar” or “Wholesale Market Participant”), and Virginia Electric and Power Company (“Transmission Owner”), designated as Service Agreement No. 5666, accepted by the Commission in Docket No. ER22-842-000 (“Surry Solar WMPA”).<sup>1</sup> The Surry Solar WMPA is being cancelled because Surry Solar failed to cure a breach resulting in default of the Surry Solar WMPA. Therefore, PJM submits this filing to notify the Commission that Service Agreement No. 5666 is cancelled effective October 16, 2023.

---

<sup>1</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER22-842-000 (Mar. 1, 2022).

## II. EFFECTIVE DATE

PJM requests an effective date of October 16, 2023 for the cancellation, 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. 5666.

## III. CORRESPONDENCE AND COMMUNICATION

The following individuals are designated for inclusion on the official service list in this proceeding and for receipt of any communications regarding this filing:

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)

Alexa Neifield  
Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
Audubon, PA 19403-2497  
(610) 666-2272  
[Alexa.Neifield@pjm.com](mailto:Alexa.Neifield@pjm.com)

## IV. SERVICE

PJM has served a copy of this filing on Wholesale Market Participant, Transmission Owner, and the state utility regulatory commissions within the PJM Region.

Respectfully submitted,

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)

By: /s/ Alexa Neifield  
Alexa Neifield  
Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
Audubon, PA 19403-2497  
(610) 666-2272  
[Alexa.Neifield@pjm.com](mailto:Alexa.Neifield@pjm.com)

---

<sup>2</sup> 18 C.F.R. § 35.15 (2022).

Kimberly D. Bose, Secretary  
August 17, 2023  
Page 3

Cc via email:

Wholesale Market Participant:

Jay Linke- [utility@pgrenewables.com](mailto:utility@pgrenewables.com)  
[Utility@pgrenewables.com](mailto:Utility@pgrenewables.com)

Transmission Owner:

Cheri Yochelson – [cheri.m.yochelson@dominionenergy.com](mailto:cheri.m.yochelson@dominionenergy.com)  
Mike Nester – [Mike.Nester@dominionenergy.com](mailto:Mike.Nester@dominionenergy.com)  
Rebecca Hicks – [Rebecca.G.Hicks@dominionenergy.com](mailto:Rebecca.G.Hicks@dominionenergy.com)

All state utility regulatory commissions within the PJM Region

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:  
PJM Interconnection, L.L.C.  
Docket No. ER22-842-000

Issued: March 1, 2022

Wright & Talisman, P.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005-3898

Attention: Abraham F. Johns, Esq.

Reference: Amended Wholesale Market Participation Agreement No. 5666

On January 19, 2022, you filed, on behalf of PJM Interconnection, L.L.C. (PJM), an amended Wholesale Market Participation Agreement (WMPA) among PJM, Surry Solar Center, LLC (Surry Solar Center), and Virginia Electric and Power Company (VEPCO) (Amended Surry Solar Center WMPA).<sup>1</sup> PJM states that the Amended Surry Solar Center WMPA modifies an existing WMPA among PJM, Surry Solar Center, and VEPCO designated as Original Service Agreement No. 5666 in order to reflect new contact and notice information for both Surry Solar Center and VEPCO, as effectuated by the Agreement to Amend executed by the parties. PJM requests that the effective date for the Amended Surry Solar Center WMPA remain the same as the effective date for the original WMPA, i.e., May 28, 2020.

Pursuant to the authority delegated to the Director, Division of Electric Power Regulation - East, under 18 C.F.R. § 375.307 (2021), the submittal is accepted for filing, effective May 28, 2020, as requested.<sup>2</sup>

The filing was publicly noticed, with comments, interventions, and protests due on

---

<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 5666, PJM SA No. 5666 among PJM, Surry Solar Center and VEPCO \(1.0.0\)](#).

<sup>2</sup> See 18 C.F.R. § 35.11 (2020); *Cent. Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, *reh'g denied*, 61 FERC ¶ 61,089 (1992); *but see Sunflower Elec. Power Corp.*, 173 FERC ¶ 61,054 (2020) (Danly, Comm'r, dissenting).

Docket No. ER22-842-000

- 2 -

or before February 9, 2022. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2021)), to the extent that any timely filed motions to intervene and any motion to intervene out-of-time were filed before the issuance date of this order, such interventions are granted. Granting late interventions at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

This acceptance for filing shall not be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in your filing; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance 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 PJM.

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 (2021).

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

Document Content(s)

ER22-842-000 DLO.docx.....1



January 19, 2022

Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE, Room 1A  
Washington, DC 20426

*Re: PJM Interconnection, L.L.C., Docket No. ER22-842-000  
Amendment to WMPA, SA No. 5666; Queue No. AF1-033 (amend)*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,<sup>1</sup> part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,<sup>2</sup> and Part VI of the PJM Interconnection, L.L.C. ("PJM") Open Access Transmission Tariff, PJM submits for filing an amended Wholesale Market Participation Agreement ("WMPA") entered into by and among PJM, Surry Solar Center, LLC ("Surry Solar Center"), and Virginia Electric and Power Company ("VEPCO" and collectively with PJM and Surry Solar Center, the "Parties") ("Amended Surry Solar Center WMPA").<sup>3</sup> The Amended Surry Solar Center WMPA modifies an existing WMPA among PJM, Surry Solar Center, and VEPCO designated as Original Service Agreement No. 5666<sup>4</sup> in order to reflect new contact and notice information for both Surry Solar Center and VEPCO. The modifications to the Amended Surry Solar Center WMPA are effectuated by the attached Agreement to Amend

---

<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. part 35.

<sup>3</sup> A copy of the Amended Surry Solar Center WMPA is included as Attachment A to this letter.

<sup>4</sup> *PJM Interconnection, L.L.C.*, Wholesale Market Participation Agreement No. 5666; Queue No. AF1-033, ER20-2149-000 (June 24, 2020) ("Surry Solar Center WMPA"); *PJM Interconnection, L.L.C.*, Letter Order, Wholesale Market Participation Agreement No. 5665, ER20-2149-000 (Aug. 12, 2020).

executed by the Parties. The Surry Solar Center WMPA and the Amended Surry Solar Center WMPA are associated with PJM Queue No. AF1-033.

PJM is submitting the Amended Surry Solar Center WMPA for filing because Commission rules and regulations require any change to the provisions of a service agreement on file with the Commission be filed as a change in rates.<sup>5</sup> PJM requests the effective date for the Amended Surry Solar Center WMPA remain the same as the effective date for the Surry Solar Center WMPA, May 28, 2020.<sup>6</sup>

#### **I. DESCRIPTION OF CHANGES TO THE SURRY SOLAR CENTER WMPA**

PJM has revised the Surry Solar Center WMPA at the request of the Parties. Specifically, section 2.0 has been modified to reflect new contact information for Surry Solar Center and updated contact information for VEPCO.<sup>7</sup> In addition, the execution page of the Amended Surry Solar Center WMPA has been revised to remove the names, dates, and times reflected in the signature blocks and to reference the attached corresponding Agreement to Amend, because the authorized signatures set forth in the Agreement to Amend serve as the Parties' acceptance of the revisions described above. Other than the changes described above, the Amended Surry Solar Center WMPA is the same as the Surry Solar Center WMPA accepted in the Docket No. ER20-2149-000.

The Commission has accepted other filings of agreements that were amended using the agreement to amend process,<sup>8</sup> and should do the same here.

---

<sup>5</sup> 18 C.F.R. § 35.1(c).

<sup>6</sup> A marked, redlined version of the Amended Surry Solar Center WMPA showing the changes from the Surry Solar Center WMPA is included as Attachment B to this letter. The Agreement to Amend is included for informational purposes as Attachment C.

<sup>7</sup> Amended Surry Solar Center WMPA, section 2.0; Surry Solar Center WMPA, section 2.0.

<sup>8</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Wholesale Market Participation Agreement, Docket No. ER22-442-000 (Dec. 29, 2021); *PJM Interconnection, L.L.C.*, Letter Order, Amended Wholesale Market

## II. WAIVER AND EFFECTIVE DATE

PJM requests that the Commission grant any and all waivers of the Commission's rules and regulations necessary for acceptance of the Amended Surry Solar Center WMPA. PJM also requests waiver of the Commission's 60-day prior notice requirement to allow the effective date of the Amended Surry Solar Center WMPA to remain May 28, 2020. Waiver is appropriate as: (1) no changes have been made to the substantive terms of the Surry Solar Center WMPA, other than those described herein; and (2) no other customers will be adversely affected, as the Amended Surry Solar Center WMPA remains otherwise unchanged. The Commission has allowed waivers of its 60-day notice period when, as here, the changes do not constitute a rate increase, and have been agreed to by the parties to the agreement.<sup>9</sup> It has also granted waivers for other filings involving agreements to amend or consents to assign.<sup>10</sup>

## III. DOCUMENTS ENCLOSED

PJM encloses the following:

1. Transmittal Letter;
2. Attachment A: Amended Surry Solar Center WMPA, Service Agreement No. 5666 (Clean);

---

Participation Agreement, Docket No. ER21-1668-000 (June 10, 2021); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Service Agreement No. 4451, Docket No. ER19-559-000 (Jan. 29, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Service Agreement No. 4918, Docket No. ER19-248-000 (Dec. 12, 2018); *PJM Interconnection, L.L.C.*, Letter Order, Amended Interconnection Service Agreement, Docket No. ER18-1825-000 (July 31, 2018).

<sup>9</sup> See *ISO New England Inc.*, 116 FERC ¶ 61,308, at P 8 (2006) (finding good cause for waiver of 60-day notice requirement when the filing is uncontested and does not change rates).

<sup>10</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Wholesale Market Participation Agreement, Docket No. ER22-442-000 (Dec. 29, 2021); *PJM Interconnection, L.L.C.*, Letter Order, Amended Wholesale Market Participation Agreement, Docket No. ER21-1668-000 (June 10, 2021); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Service Agreement No. 4451, Docket No. ER19-559-000 (Jan. 29, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Assignment of Interconnection Service Agreement, Docket No. ER18-956-000 (Apr. 25, 2018).

3. Attachment B: Amended Surry Solar Center WMPA, Service Agreement No. 5666 (Marked); and
4. Attachment C: Executed Agreement to Amend, Surry Solar Center WMPA, Service Agreement No. 5666.

#### **IV. CORRESPONDENCE AND COMMUNICATIONS**

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:<sup>11</sup>

Craig Glazer  
Vice President – Federal Government  
Policy  
PJM Interconnection, L.L.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005  
(202) 423-4743 (phone)  
(202) 393-7741(fax)  
Craig.Glazer@pjm.com

Wendy B. Warren  
Abraham F. Johns III  
Wright & Talisman, P.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005  
(202) 393-1200 (phone)  
(202) 393-1240 (fax)  
warren@wrightlaw.com  
johns@wrightlaw.com

Christopher Holt  
Assistant General Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
Audubon, PA 19403-2497  
(708) 666-2368  
Christopher.Holt@pjm.com

#### **V. SERVICE**

PJM has served a copy of this filing on Surry Solar Center, VEPCO, and the affected state regulatory commissions within the PJM Region.

---

<sup>11</sup> To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

## VI. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept the Amended Surry Solar Center WMPA for filing with an effective date of May 28, 2020.

Respectfully submitted,

Craig Glazer  
Vice President – Federal Government  
Policy  
PJM Interconnection, L.L.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005  
(202) 423-4743 (phone)  
(202) 393-7741(fax)  
Craig.Glazer@pjm.com

/s/Abraham F. Johns  
Wendy B. Warren  
Abraham F. Johns III  
Wright & Talisman, P.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005  
(202) 393-1200 (phone)  
(202) 393-1240 (fax)  
warren@wrightlaw.com  
johns@wrightlaw.com

Christopher Holt  
Assistant General Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
Audubon, PA 19403-2497  
(708) 666-2368  
Christopher.Holt@pjm.com

Counsel for  
PJM Interconnection, L.L.C.

January 19, 2022

## **Attachment A**

### **Amended Surry Solar Center WMPA Service Agreement No. 5666 (Clean)**

(PJM Queue #AF1-033)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**  
**Among**  
**PJM INTERCONNECTION, L.L.C.**  
**And**  
**SURRY SOLAR CENTER, LLC**  
**And**  
**VIRGINIA ELECTRIC AND POWER COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
Surry Solar Center, LLC  
And  
Virginia Electric and Power Company  
(PJM Queue Position #AF1-033)**

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”), Surry Solar Center, LLC (“Wholesale Market Participant”), and Virginia Electric and Power 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 Transmission Owner 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:

Surry Solar Center, LLC  
880 Apollo Street Suite 333  
El Segundo, CA 90245  
Attn: Jay Linke  
Email: utility@pgrenewables.com

Phone: (919) 357-4902

Copy to:  
Pine Gate Renewables, LLC  
c/o General Counsel  
130 Roberts Street  
Asheville, NC 28801  
[utility@pgrenewables.com](mailto:utility@pgrenewables.com)

Transmission Owner:

Virginia Electric and Power Company  
5<sup>th</sup> Floor Riverside Building  
120 Tredegar Street  
Richmond, VA 23219  
Attn: Mr. Brett Crable, Director New Technology & Energy Conservation

With copies to:  
Virginia Electric and Power Company  
Cheri Yochelson – [cheri.m.yochelson@dominionenergy.com](mailto:cheri.m.yochelson@dominionenergy.com)  
Mike Nester – [Mike.Nester@dominionenergy.com](mailto:Mike.Nester@dominionenergy.com)  
Rebecca Hicks – [Rebecca.G.Hicks@dominionenergy.com](mailto:Rebecca.G.Hicks@dominionenergy.com)

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 Combined Feasibility/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. 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 September 30, 2022 Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before February 28, 2023, Wholesale Market Participant must demonstrate commercial operation of 5 MW generating units; (ii) On or before March 31, 2023, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification 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.** On or before May 1, 2022, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

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 #AF1-033)

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

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

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

**Intentionally left blank – See Agreement to Amend  
signed by the parties December 20, 2021**

Wholesale Market Participant: **Surry Solar Center, LLC**

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

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

**Intentionally left blank – See Agreement to Amend  
signed by the parties December 20, 2021**

Transmission Owner: **Virginia Electric and Power Company**

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

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

**Intentionally left blank – See Agreement to Amend  
signed by the parties December 20, 2021**

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And**

**Surry Solar Center, LLC**

**And**

**Virginia Electric and Power Company  
(PJM Queue Position # AF1-033)**

**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:

Surry Solar Center

b. Location of Participant Facility:

State Rte 617, Surry, VA 23883  
GPS: 37.1034210, -76.7209380

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 20 MW

d. Description of the equipment configuration:

Five (5) TMEIC Ninja 840 (4200 KVA) Inverters

**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 13.2 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 13.2 MW commencing June 1, 2023. During the time period from the effective date of this WMPA until May 31, 2023 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity



Interconnection Rights in an amount not to exceed 13.2 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, 2023.

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.

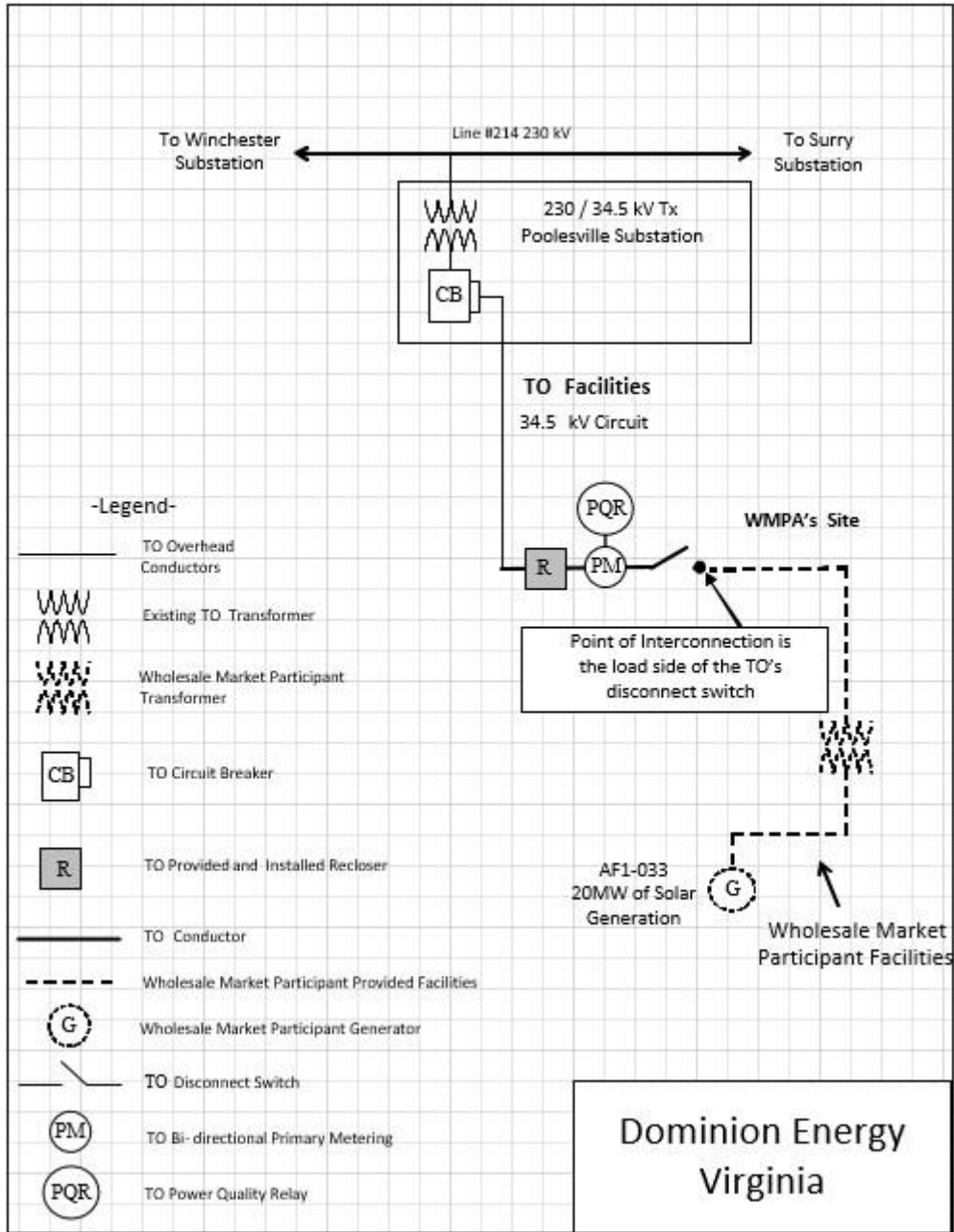
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

#### **REVENUE METERING**

At the Wholesale Market Participant's expense, the Transmission Owner will supply and own at the Point of Interconnection bi-directional revenue metering equipment that will provide the following data:

- a. Hourly compensated MWh received from the Participant Facility to the Transmission Owner;
- b. Hourly compensated MVARh received from the Participant Facility to the Transmission Owner;
- c. Hourly compensated MWh delivered from the Transmission Owner to the Participant Facility;
- d. Hourly compensated MVARh delivered from the Transmission Owner to the Participant Facility; and

Instantaneous net MW and MVar per unit values in accordance with PJM Manuals M-01 and M-14D, and Sections 8.1 through 8.5 of Appendix 2 to the Attachment O of the PJM Tariff.

#### **COMMUNICATION**

The Wholesale Market Participant will access revenue meter via wireless transceivers or fiber cabling to meter with RS-485 or Ethernet communication port for dial-up reads. Wholesale Market Participant must provide revenue and real time data to Transmission Provider from Wholesale Market Participant Market Operations Center in accordance with PJM Manuals M-01 and M-14D. Any data PJM is collecting can be made available to Transmission Owner via existing PJM net connection.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

**SCHEDULE D**

**APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

Not Required.

## **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 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, 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**

Not Required.



## **Attachment B**

### **Amended Surry Solar Center WMPA Service Agreement No. 5666 (Marked)**

(PJM Queue #AF1-033)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**  
**Among**  
**PJM INTERCONNECTION, L.L.C.**  
**And**  
**SURRY SOLAR CENTER, LLC**  
**And**  
**VIRGINIA ELECTRIC AND POWER COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
Surry Solar Center, LLC  
And  
Virginia Electric and Power Company  
(PJM Queue Position #AF1-033)**

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”), Surry Solar Center, LLC (“Wholesale Market Participant”), and Virginia Electric and Power 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 Transmission Owner 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:

Surry Solar Center, LLC  
~~321 E. Main Street, Ste. 300~~  
~~Charlottesville, VA 22902~~  
[880 Apollo Street Suite 333](#)  
[El Segundo, CA 90245](#)

Attn: ~~Ben Combs~~[Jay Linke](mailto:Jay.Linke@pgrenewables.com)  
Email: ~~beombs@lincolnclean.com~~[utility@pgrenewables.com](mailto:utility@pgrenewables.com)  
Phone: (434~~919~~) ~~446-1459~~[357-4902](tel:446-357-4902)

Copy to:  
~~Orsted Onshore North America~~[Pine Gate Renewables, LLC](mailto:utility@pgrenewables.com)  
c/o General Counsel  
~~401 N. Michigan Ave., Suite 501~~  
~~Chicago, IL 60611~~  
~~legal@lincolnclean.com~~  
[130 Roberts Street](mailto:utility@pgrenewables.com)  
[Asheville, NC 28801](mailto:utility@pgrenewables.com)  
[utility@pgrenewables.com](mailto:utility@pgrenewables.com)

Transmission Owner:

Virginia Electric and Power Company  
5<sup>th</sup> Floor Riverside Building  
120 Tredegar Street  
Richmond, VA 23219  
Attn: Mr. Brett Crable, Director New Technology & Energy Conservation

With copies to:  
Virginia Electric and Power Company  
Cheri Yochelson – [cheri.m.yochelson@dominionenergy.com](mailto:cheri.m.yochelson@dominionenergy.com)  
Mike Nester – [Mike.Nester@dominionenergy.com](mailto:Mike.Nester@dominionenergy.com)  
~~Jason “James” Street – James.Street@dominionenergy.com~~  
[Rebecca Hicks – Rebecca.G.Hicks@dominionenergy.com](mailto:Rebecca.G.Hicks@dominionenergy.com)

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 Combined Feasibility/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. 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 September 30, 2022 Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

**3.1.2 Commercial Operation.** (i) On or before February 28, 2023, Wholesale Market Participant must demonstrate commercial operation of 5 MW generating units; (ii) On or before March 31, 2023, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification 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.** On or before May 1, 2022, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

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 #AF1-033)

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

By: ~~/s/ Jason Connell~~ ~~Manager, Interconnection Projects~~ ~~5/28/2020~~

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

Printed name of signer: ~~Jason Connell~~

[Intentionally left blank – See Agreement to Amend signed by the parties December 20, 2021](#)

Wholesale Market Participant: **Surry Solar Center, LLC**

By: ~~/s/ Benjamin Combs~~ ~~Authorized Signatory~~ ~~3/30/2020~~

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

Printed name of signer: ~~Benjamin Combs~~

[Intentionally left blank – See Agreement to Amend signed by the parties December 20, 2021](#)

Transmission Owner: **Virginia Electric and Power Company**

By: ~~/s/ Nathan Frost~~ ~~Director New Technology~~ ~~5/28/2020~~

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

Printed name of signer: ~~Nathan Frost~~

[Intentionally left blank – See Agreement to Amend signed by the parties December 20, 2021](#)

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And**

**Surry Solar Center, LLC**

**And**

**Virginia Electric and Power Company  
(PJM Queue Position # AF1-033)**

**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:

Surry Solar Center

b. Location of Participant Facility:

State Rte 617, Surry, VA 23883  
GPS: 37.1034210, -76.7209380

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 20 MW

d. Description of the equipment configuration:

Five (5) TMEIC Ninja 840 (4200 KVA) Inverters

**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 13.2 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 13.2 MW commencing June 1, 2023. During the time period from the effective date of this WMPA until May 31, 2023 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity

Interconnection Rights in an amount not to exceed 13.2 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, 2023.

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.

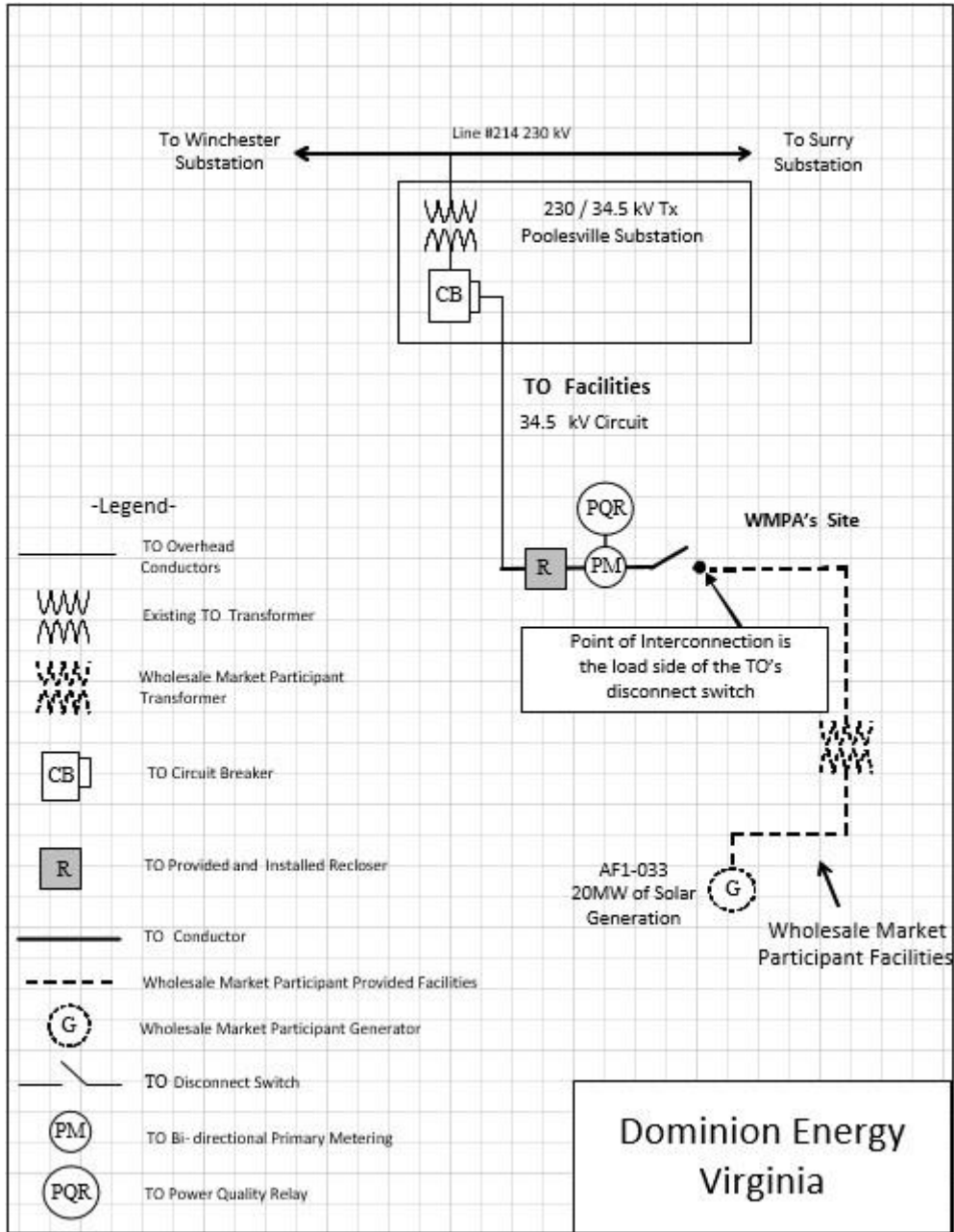
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

#### **REVENUE METERING**

At the Wholesale Market Participant's expense, the Transmission Owner will supply and own at the Point of Interconnection bi-directional revenue metering equipment that will provide the following data:

- a. Hourly compensated MWh received from the Participant Facility to the Transmission Owner;
- b. Hourly compensated MVARh received from the Participant Facility to the Transmission Owner;
- c. Hourly compensated MWh delivered from the Transmission Owner to the Participant Facility;
- d. Hourly compensated MVARh delivered from the Transmission Owner to the Participant Facility; and

Instantaneous net MW and MVar per unit values in accordance with PJM Manuals M-01 and M-14D, and Sections 8.1 through 8.5 of Appendix 2 to the Attachment O of the PJM Tariff.

#### **COMMUNICATION**

The Wholesale Market Participant will access revenue meter via wireless transceivers or fiber cabling to meter with RS-485 or Ethernet communication port for dial-up reads. Wholesale Market Participant must provide revenue and real time data to Transmission Provider from Wholesale Market Participant Market Operations Center in accordance with PJM Manuals M-01 and M-14D. Any data PJM is collecting can be made available to Transmission Owner via existing PJM net connection.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.



**SCHEDULE D**

**APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

Not Required.

## **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 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, 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**

Not Required.

## **Attachment C**

### **Executed Agreement to Amend Surry Solar Center WMPA Service Agreement No. 5666**

**AGREEMENT TO AMEND**  
**By and Among**  
**PJM Interconnection, L.L.C**  
**And**  
**Surry Solar Center, LLC**  
**And**  
**Virginia Electric and Power Company**  
**(PJM Queue Position #AF1-033)**

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Surry Solar Center, LLC (“Wholesale Market Participant”) and Virginia Electric and Power Company (“Transmission Owner”) (each, individually a “Party,” and collectively, the “Parties”).

**RECITALS**

WHEREAS, PJM, Wholesale Market Participant and Transmission Owner are parties to the following service agreement (the “Service Agreement”), filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER20-2194-000, 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>
Wholesale Market Participation Agreement	5666	PJM Interconnection, L.L.C.; Surry Solar Center, LLC; Virginia Electric and Power Company	May 28, 2020

WHEREAS, Section 2.4 of the Wholesale Market Participation Agreement provides that the Service Agreement, 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; and

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement 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.
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement by making the changes listed in Appendix A hereto and the amendments will not change the effective date of the Service Agreement, unless otherwise agreed to by the Parties. The Parties authorize PJM to file the amended Service Agreement with the Commission without the necessity of additional signatures from Wholesale Market Participant and Transmission Owner.

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 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 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 #AF1-033)

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

By: Augustine Caven                      Mgr., Infrastructure Coord.                      12/20/2021  
Name    Title    Date

Printed name of signer: Augustine Caven

**Wholesale Market Participant: Surry Solar Center, LLC**

By: Ben Catt                                      CEO    12/2/2021  
Name    Title    Date

Printed name of signer: Ben Catt

**Transmission Owner: Virginia Electric and Power Company**

By: Nathan Frost                                      Authorized Representative                      12/3/2021  
Name    Title    Date

Printed name of signer: Nathan Frost

**APPENDIX A**

<b>Section Changed</b>	<b>Changed From</b>	<b>Changed To</b>	<b>Explanation</b>
2.0	<p align="center">321 E. Main Street, Ste. 300 Charlottesville, VA 22902 Attn: Ben Combs Email: <a href="mailto:bcombs@lincolnclean.com">bcombs@lincolnclean.com</a> Phone: (434) 446-1459</p> <p align="center">Copy to: Orsted Onshore North America, LLC c/o General Counsel 401 N. Michigan Ave., Suite 501 Chicago, IL 60611 <a href="mailto:legal@lincolnclean.com">legal@lincolnclean.com</a></p>	<p align="center">880 Apollo Street Suite 333 El Segundo, CA 90245 Attn: Jay Linke Email: <a href="mailto:utility@pgrenewables.com">utility@pgrenewables.com</a> Phone: (919) 357-4902</p> <p align="center">Copy to: Pine Gate Renewables, LLC c/o General Counsel 130 Roberts Street Asheville, NC 28801 <a href="mailto:utility@pgrenewables.com">utility@pgrenewables.com</a></p>	The primary contact and address for Surry Solar Center, LLC has changed.
2.0	<p align="center">Virginia Electric and Power Company 5th Floor Riverside Building 120 Tredegar Street Richmond, VA 23219 Attn: Mr. Brett Crable, Director New Technology &amp; Energy Conservation</p> <p align="center">With copies to: Virginia Electric and Power Company Cheri Yochelson – <a href="mailto:cheri.m.yochelson@dominionenergy.com">cheri.m.yochelson@dominionenergy.com</a> Mike Nester – <a href="mailto:Mike.Nester@dominionenergy.com">Mike.Nester@dominionenergy.com</a> Jason “James” Street – <a href="mailto:James.Street@dominionenergy.com">James.Street@dominionenergy.com</a></p>	<p align="center">Virginia Electric and Power Company 5th Floor Riverside Building 120 Tredegar Street Richmond, VA 23219 Attn: Mr. Brett Crable, Director New Technology &amp; Energy Conservation</p> <p align="center">With copies to: Virginia Electric and Power Company Cheri Yochelson – <a href="mailto:cheri.m.yochelson@dominionenergy.com">cheri.m.yochelson@dominionenergy.com</a> Mike Nester – <a href="mailto:Mike.Nester@dominionenergy.com">Mike.Nester@dominionenergy.com</a> Rebecca Hicks – <a href="mailto:Rebecca.G.Hicks@dominionenergy.com">Rebecca.G.Hicks@dominionenergy.com</a></p>	An additional contact for Virginia Electric and Power Company has changed.