

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER20-2937-000

Issued: November 19, 2020

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

Reference: Amendment to Wholesale Market Participation Agreement – Service Agreement No. 4760

On September 21, 2020, PJM Interconnection, L.L.C. (PJM) filed an amended Wholesale Market Participation Agreement (WMPA) entered into and among PJM, Virginia Electric Power Company (VEPCO), and Virginia Electric and Power Company (the Parties), designated as Service Agreement No. 4760.¹ PJM states that the amended WMPA reflects the assignment of PJM Queue Position No. AC1-147 from Grassfield Sun Farm LLC (Grassfield) to VEPCO and to reflect other changes as effectuated by the Consent to Assignment and Agreement to Amend executed by the Parties and the assignor, Grassfield.

Pursuant to the authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, your submittal is accepted for filing, effective July 24, 2017, as requested.

The filing was noticed on September 21, 2020, with comments, interventions, and protests due on or before October 13, 2020. Pursuant to Rule 214 (18 C.F.R. § 385.214), 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.

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

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 4760, PJM SA No. 4760 among PJM, VEPCO and VEPCO, 2.0.0.](#)

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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.

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

Document Content(s)

ER20-2937-000 DLO_Final.DOCX.....1



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

September 21, 2020

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. ER20-2937-000
Amendment to Service Agreement No. 4760; Queue No. AC1-147*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”),¹ and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),² PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”) submits for filing a Wholesale Market Participation Agreement entered into among PJM, Virginia Electric and Power Company (“Wholesale Market Participant” or “VEPCO”), and Virginia Electric and Power Company (“Transmission Owner”) (collectively, the “Parties”) (“Amended WMPA”). The Amended WMPA modifies Service Agreement No. 4760, which was filed with and accepted by the Commission in Docket No. ER20-1845-000 (“Original WMPA”),³ to reflect the assignment of PJM Queue Position No. AC1-147 from Grassfield Sun Farm LLC (“Grassfield”) to VEPCO and to reflect other changes as effectuated by the attached Consent to Assignment and Agreement to Amend (“CA/AA”) executed by the Parties and the assignor, Grassfield.⁴

¹ 16 U.S.C. § 824d (2016).

² 18 C.F.R. § 35.15 (2020).

³ *PJM Interconnection, L.L.C.*, Docket No. ER20-1845-000, Letter Order (Jul. 16, 2020).

⁴ The CA/AA is attached to this transmittal letter as Attachment C, and is entered into by and among the Parties to the Original WMPA that includes PJM, Grassfield, VEPCO and the assignee, VEPCO, authorizing the assignment of the Original WMPA to VEPCO.

PJM is submitting the Amended WMPA for filing because Commission rules and regulations require that any change to the provisions of a service agreement on file with the Commission shall be filed as a change in rate.⁵ PJM requests that the effective date for the Amended WMPA remain the same as the Original WMPA, which is July 24, 2017.

The Amended WMPA is substantively the same as the Original WMPA that PJM submitted to the Commission in Docket No. ER20-1845-000, except that the Amended WMPA reflects the Parties' and Grassfield's agreement to assign the rights and responsibilities under the Original WMPA to VEPCO and to change the address and contact information of the Transmission Owner.

With the foregoing in mind, the Amended WMPA includes revisions to the (i) title page, (ii) party caption, (iii) preamble, (iv) section 2.0, (v) signature page, and (vi) the title of the Specifications. In addition, the Amended WMPA includes revisions to section 2.0 to reflect an update to the Transmission Owner's address and contact information. These amendments to the Original WMPA are shown in redline format in Attachment A hereto.

Except for the revisions specified above, all other terms and conditions of the Original WMPA, previously accepted by the Commission, remain the same.

I. 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 this filing and the enclosed Amended WMPA. Additionally, PJM requests a waiver of the Commission's 60-day prior notice requirement to allow the effective date of the Amended WMPA to remain July 24, 2017. Good cause exists to grant the requested waiver because the substance of the Amended WMPA was previously accepted by the

⁵ 18 C.F.R. § 35.1(c)(2020).

Commission and any changes authorized by the Parties and Grassfield pursuant to the CA/AA are ministerial.

II. DOCUMENTS ENCLOSED

PJM encloses the following:

1. This transmittal letter;
2. Attachment A: Unexecuted Amended WMPA (Marked) – Service Agreement No. 4760;
3. Attachment B: Unexecuted Amended WMPA (Clean) – Service Agreement No. 4760; and
4. Attachment C: Executed Consent to Assignment and Agreement to Amend.

III. 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, 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

Christopher Holt, Esq.
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 666-2368
christopher.holt@pjm.com

IV. SERVICE

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

Respectfully submitted,

/s/ Christopher Holt

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

Christopher Holt, Esq.
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 666-2368
christopher.holt@pjm.com

cc: Grassfield Sun Farm LLC
7131 Gateway Court
Manassas, VA 22124
Attn: Mark Pearson
mark.pearson@solaraccessusa.com

Virginia Electric and Power Company
600 E. Canal Street
Richmond, VA 23219
Attn: Joel Trivette, Generation Construction Interconnection Project Manager
joel.trivette@dominionenergy.com

Virginia Electric and Power Company
200 W. Vepco Street
Roanoke Rapids, NC 27870
Attn: Mike Nester, Manager
Phone: 252-308-1077
Email: mike.nester@dominionenergy.com

cc (via email):
Emil Avram – emil.avram@dominionenergy.com
Jason Street – james.street@dominionenergy.com
Cheri Yochelson – cheri.m.yochelson@dominionenergy.com
Larry Harris – larry.harris@dominionenergy.com
Vickie Price – vickie.j.price@dominionenergy.com

All state utility regulatory commissions within the PJM region

ATTACHMENT A

**Service Agreement No. 4760
(Marked Format)**

(PJM Queue # AC1-147)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

~~GRASSFIELD SUN FARM LLC~~ VIRGINIA ELECTRIC AND POWER COMPANY

And

VIRGINIA ELECTRIC AND POWER COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

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

And

~~Grassfield Sun Farm LLC~~ Virginia Electric and Power Company

And

**Virginia Electric and Power Company
(PJM Queue Position # AC1-147)**

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”), ~~Grassfield Sun Farm LLC~~ Virginia Electric and Power Company (“Wholesale Market Participant”) and Virginia Electric and Power Company (“Transmission Owner” or “TO”) (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:

Virginia Electric and Power Company
600 E. Canal St.
Richmond, VA 23219

Attn: Joel Trivette, Generation Construction Interconnection Project
ManagerGrassfield Sun Farm LLC
7131 Gateway Court
Manassas, VA 22124
Attn: Mark Pearson

Transmission Owner:

Virginia Electric and Power Company
200 W. Vepco Street
Roanoke Rapids, NC 27870
Attn: Mike Nester, Manager
Phone: 252-308-1077
Email: mike.nester@dominionenergy.com
5th Floor Riverside Building
120 Tredegar Street
Richmond, VA 23219
Attn: Mr. J. Kevin Curtis, Vice President
Technical Solutions

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 Feasibility 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, 2020, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

3.1.2 Commercial Operation. On or before December 31, 2020, Wholesale Market Participant must demonstrate commercial operation of all generating units. 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 April 30, 2018, 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 # AC1-147)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: ~~Grassfield Sun Farm LLC~~ **Virginia Electric and Power Company**

By: _____
Name Title Date

Printed name of signer: _____

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

By: _____
Name Title Date

Printed name of signer: _____

INTENTIONALLY LEFT BLANK – SEE **CONSENT TO ASSIGNMENT AND AGREEMENT TO AMEND SIGNED BY THE PARTIES, EFFECTIVE MAY-SEPTEMBER**
14, 2020

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

And

GRASSFIELD SUN FARM LLC VIRGINIA ELECTRIC AND POWER COMPANY

And

**VIRGINIA ELECTRIC AND POWER COMPANY
(PJM Queue Position # AC1-147)**

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:

Grassfield Solar

b. Location of Participant Facility:

West Road, Chesapeake, VA

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 20 MW

d. Description of the equipment configuration:

(14) fourteen ABB Ultra-1500 inverters

solar arrays

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 12.6 MW commencing June 1, 2020; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

During the time period 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 12.6 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.

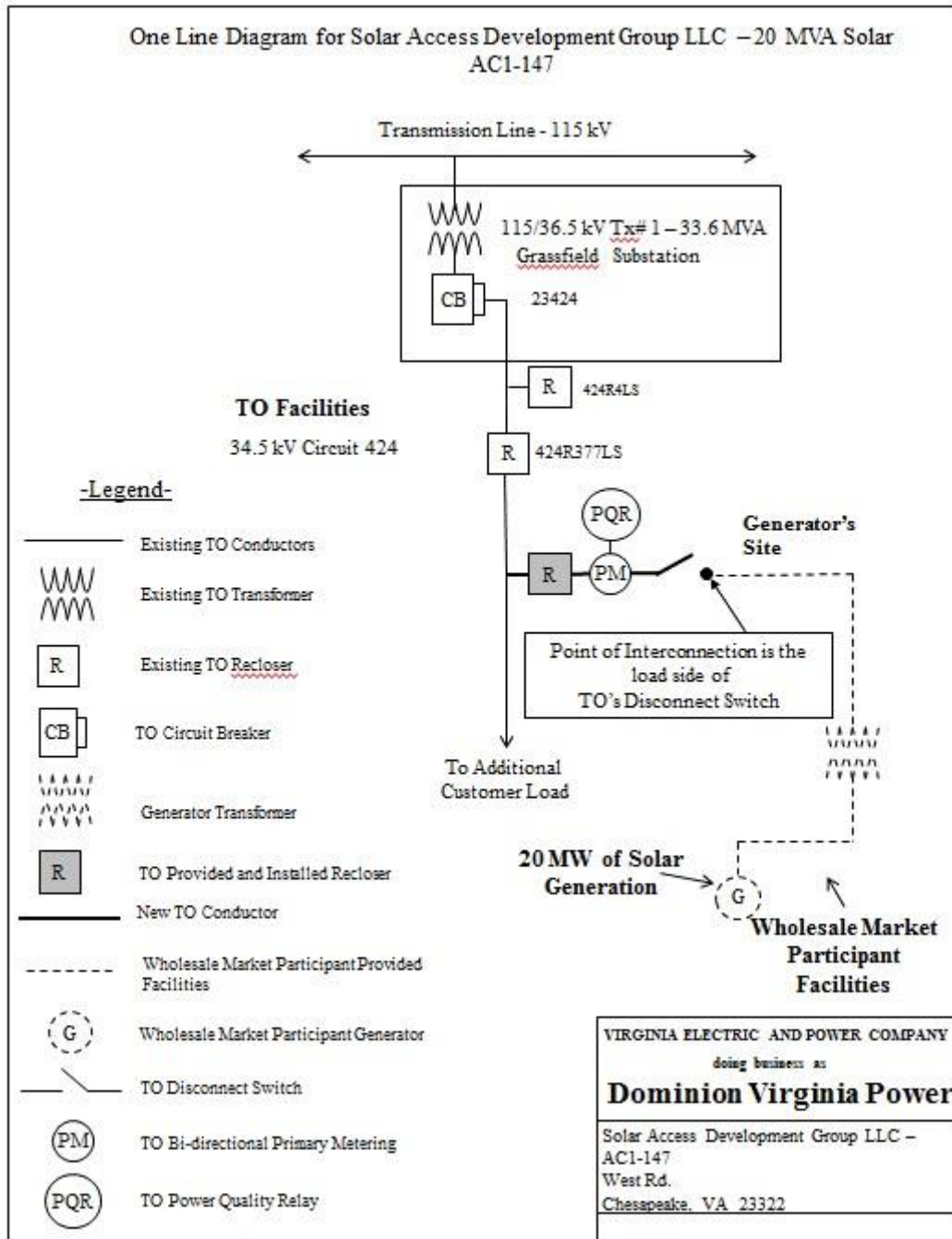
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

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
- e. 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**

Not Required.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

ATTACHMENT B

**Service Agreement No. 4760
(Clean Format)**

(PJM Queue # AC1-147)

WHOLESALE MARKET PARTICIPATION AGREEMENT
Among
PJM INTERCONNECTION, L.L.C.
And
VIRGINIA ELECTRIC AND POWER COMPANY
And
VIRGINIA ELECTRIC AND POWER COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Virginia Electric and Power Company
And
Virginia Electric and Power Company
(PJM Queue Position # AC1-147)**

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”), Virginia Electric and Power Company (“Wholesale Market Participant”) and Virginia Electric and Power Company (“Transmission Owner” or “TO”) (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:

Virginia Electric and Power Company
600 E. Canal St.
Richmond, VA 23219

Attn: Joel Trivette, Generation Construction Interconnection Project Manager

Transmission Owner:

Virginia Electric and Power Company
200 W. Vepco Street
Roanoke Rapids, NC 27870
Attn: Mike Nester, Manager
Phone: 252-308-1077
Email: mike.nester@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 Feasibility 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, 2020, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
 - 3.1.2 Commercial Operation.** On or before December 31, 2020, Wholesale Market Participant must demonstrate commercial operation of all generating units. 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 April 30, 2018, 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 # AC1-147)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: **Virginia Electric and Power Company**

By: _____
Name Title Date

Printed name of signer: _____

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

By: _____
Name Title Date

Printed name of signer: _____

INTENTIONALLY LEFT BLANK – SEE CONSENT TO ASSIGNMENT AND
AGREEMENT TO AMEND SIGNED BY THE PARTIES, EFFECTIVE SEPTEMBER 14,
2020

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
VIRGINIA ELECTRIC AND POWER COMPANY
And
VIRGINIA ELECTRIC AND POWER COMPANY
(PJM Queue Position # AC1-147)**

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:

Grassfield Solar
- b. Location of Participant Facility:

West Road, Chesapeake, VA
- c. Size in megawatts of Participant Facility:

Maximum Facility Output of 20 MW
- d. Description of the equipment configuration:

(14) fourteen ABB Ultra-1500 inverters

solar arrays

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 12.6 MW commencing June 1, 2020; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

During the time period 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 12.6 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.

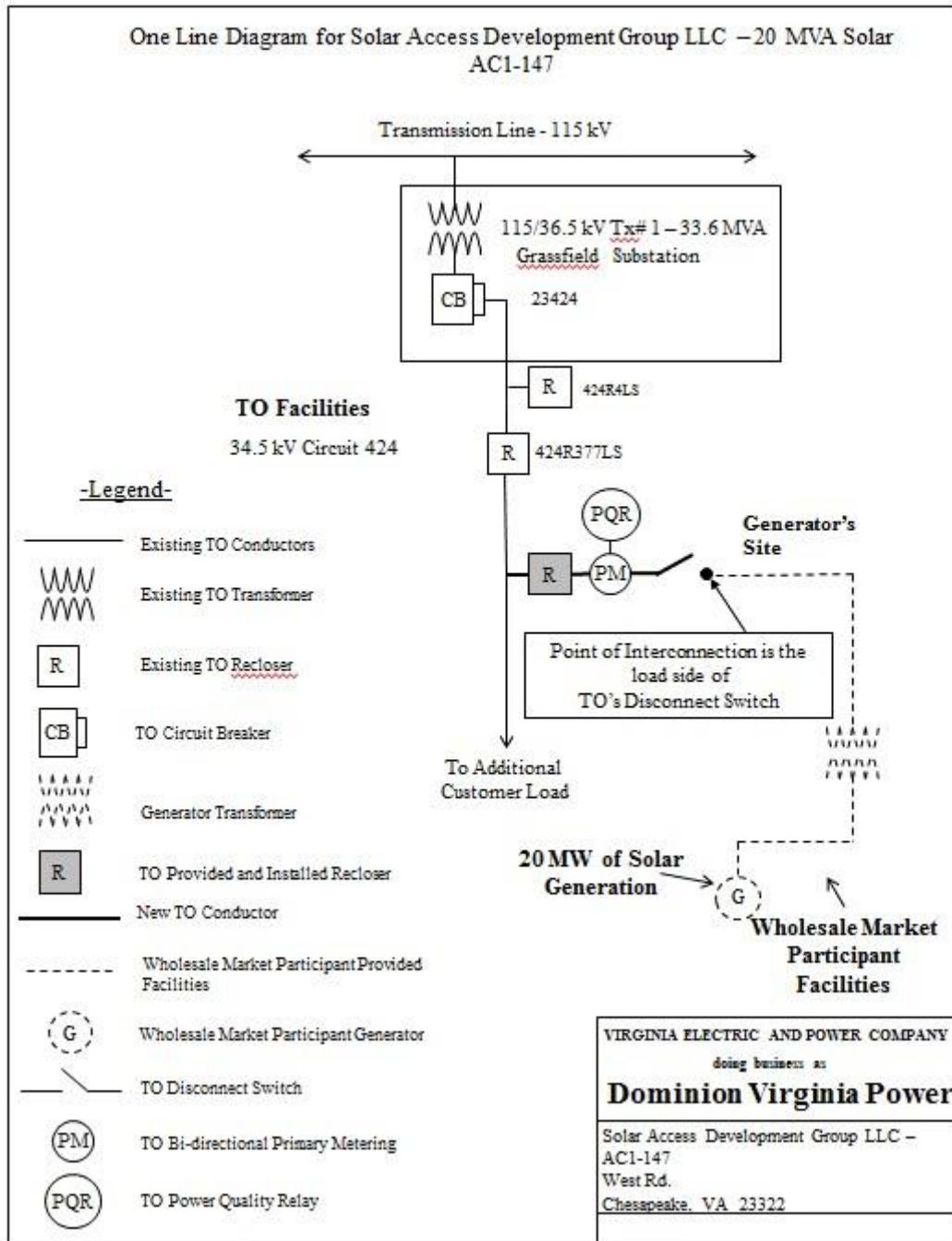
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

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
- e. 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**

Not Required.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

ATTACHMENT C

Service Agreement No. 4760

Executed Consent to Assignment and Agreement to Amend

CONSENT TO ASSIGNMENT AND AGREEMENT TO AMEND

**By and Among
PJM Interconnection, L.L.C.
and
Grassfield Sun Farm LLC
and
Virginia Electric and Power Company
and
Virginia Electric and Power Company
(PJM Queue Position #AC1-147)**

This Consent to Assignment and Agreement to Amend (“Assignment and Amendment Agreement”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Grassfield Sun Farm LLC, (“Wholesale Market Participant”), Virginia Electric and Power Company (“Assignee”), and Virginia Electric and Power Company (“Transmission Owner”) (each a “Party,” and collectively, the “Parties”).

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to that certain Wholesale Market Participation Agreement related to PJM Queue Position #AC1-147, designated as Service Agreement No. 4760, with an effective date of July 24, 2017, filed with the Federal Energy Regulatory Commission in Docket No. ER20-1845-000 (the “Assigned Agreement”);

WHEREAS, with effect from the date this Assignment and Amendment Agreement is fully executed by all Parties (the “Consent Date”), Wholesale Market Participant desires to assign all of its rights and delegate all its duties under the Assigned Agreement to Assignee, and Assignee desires to accept such assignment and delegation (the “Assignment”);

WHEREAS, Wholesale Market Participant and Assignee desire that PJM and Transmission Owner provide written consent to the Assignment prior to the effective date of the Assignment (“Assignment Date”), and PJM and Transmission Owner desire to provide such written consent;

WHEREAS, in connection with the Assignment and by this written document, PJM, Wholesale Market Participant, Assignee, and Transmission Owner intend to amend the Assigned Agreement as set forth in Section 9 below;

WHEREAS, Section 2.4 of the Assigned Agreement provides that the Assigned Agreement, or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Assigned Agreement; and

WHEREAS, by this Assignment and Amendment Agreement, a written document signed by all parties to the Assigned Agreement, the Parties intend to amend the Assigned Agreement to reflect the changes listed below.

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

- 1.0 Consistent with the terms and conditions of the Assigned Agreement, PJM and Transmission Owner hereby consent to the assignment by Wholesale Market Participant to Assignee of the Assigned Agreement.
- 2.0 The granting of consent by PJM and Transmission Owner to the Assignment does not alter or diminish the rights of PJM or Transmission Owner under the Assigned Agreement.
- 3.0 Wholesale Market Participant and Assignee represent and warrant that, as of the Assignment Date, Assignee shall have the technical and operational competence to comply with the requirements of the Assigned Agreement.
- 4.0 Wholesale Market Participant represents and warrants that, as of the Consent Date, no default exists in the performance of its obligations under the Assigned Agreement and Wholesale Market Participant has obtained all required legal and regulatory authorizations to transfer the facilities subject to the Assigned Agreement.
- 5.0 Upon the Assignment Date, Assignee shall assume all rights, duties, and obligations of Wholesale Market Participant arising under the Assigned Agreement, and Wholesale Market Participant shall be relieved and discharged from all duties and obligations arising under the Assigned Agreement.
- 6.0 Except as provided herein, this Assignment and Amendment Agreement is neither a modification of nor an amendment to the Assigned Agreement. No terms or conditions set forth in this Assignment and Amendment Agreement are intended to be interpreted as contrary to, or inconsistent with the terms and conditions of the Assigned Agreement, including appendices, where applicable. To the extent there are any conflicts between this Assignment and Amendment Agreement and the Assigned Agreement, including any appendices, the Assigned Agreement, including appendices, shall prevail.
- 7.0 This Assignment and Amendment Agreement may not be amended, modified, assigned, or waived other than by a writing signed by all the Parties.
- 8.0 Within 5 business days of the closing date of the transaction or other event that results in the Assignment becoming effective, Wholesale Market Participant or Assignee shall provide PJM with: (i) written notification of the actual Assignment Date and any other written documentation PJM may reasonably request that demonstrates proof of the closing of the transaction or occurrence of other event resulting in the Assignment becoming effective; and (ii) the name and contact information of the person(s) to whom notifications regarding the Assigned Agreement should be made after the Assignment Date.

9.0 The Parties hereby agree to amend the Assigned Agreement by making the specified changes listed below:

Section Changed	Changed From	Changed To	Description of Change
Cover page Title Preamble Signature Page	Grassfield Sun Farm LLC	Virginia Electric and Power Company	Changed the name of the Wholesale Market Participant from “Grassfield Sun Farm LLC” to “Virginia Electric and Power Company”
Section 2.0	<p>Grassfield Sun Farm LLC 7131 Gateway Court Manassas, VA 22124 Attn: Mark Pearson</p> <p>Virginia Electric and Power Company 5th Floor Riverside Building 120 Tredegar Street Richmond, VA 23219 Attn: Mr. J. Kevin Curtis, Vice President Technical Solutions</p>	<p>Virginia Electric and Power Company 600 E. Canal Street Richmond, VA 23219 Attn: Joel Trivette, Generation Construction Interconnection Project Manager</p> <p>Virginia Electric and Power Company 200 W. Vepco Street Roanoke Rapids, NC 27870 Attn: Mike Nester, Manager Phone: 252-308-1077 Email: mike.nester@dominionenergy.com</p>	<p>Changed the name, address and contact person of the Wholesale Market Participant and the address and contact person of the Transmission Owner</p>
Title of Specifications	<p>SPECIFICATIONS FOR WHOLESALE MARKET PARTICIPATION AGREEMENT By and Among PJM INTERCONNECTION, L.L.C. And GRASSFIELD SUN FARM LLC</p>	<p>SPECIFICATIONS FOR WHOLESALE MARKET PARTICIPATION AGREEMENT By and Among PJM INTERCONNECTION, L.L.C. And VIRGINIA ELECTRIC AND POWER COMPANY</p>	<p>Changed the name of the Wholesale Market Participant from “GRASSFIELD SUN FARM LLC” to “VIRGINIA ELECTRIC</p>

	And VIRGINIA ELECTRIC AND POWER COMPANY (PJM Queue Position #AC1-147)	And VIRGINIA ELECTRIC AND POWER COMPANY (PJM Queue Position #AC1-147)	AND POWER COMPANY”
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PJM shall file with the Federal Energy Regulatory Commission for acceptance or, if conforming, report in PJM’s Electric Quarterly Reports the amended Assigned Agreement. The Parties agree to take any and all actions as may be necessary to effectuate the amendments to the Assigned Agreement and to facilitate PJM’s timely filing of the amended Assigned Agreement.

- 10.0 In the event PJM does not receive notification pursuant to Section 8.0 of this Assignment and Amendment Agreement within 180 days from the Consent Date, this Assignment and Amendment Agreement shall terminate, and all rights and obligations under this Assignment and Amendment Agreement shall extinguish, on the date that is 180 days from the Consent Date.
- 11.0 This Assignment and Amendment Agreement and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 12.0 Any notice or request made to or by any of the Parties regarding this Assignment and Amendment Agreement, shall be made to the representative of the other Parties as indicated below:

Transmission Provider

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

Wholesale Market Participant

Grassfield Sun Farm LLC
7131 Gateway Court
Manassas, VA 22124
Attn: Mark Pearson

Assignee

Virginia Electric and Power Company
600 E. Canal Street
Richmond, VA 23219
Attn: Joel Trivette, Generation Construction Interconnection Project Manager

Transmission Owner

Virginia Electric and Power Company
200 W. Vepco Street

Roanoke Rapids, NC 27870
Attn: Mike Nester, Manager
Phone: 252-308-1077
Email: mike.nester@dominionenergy.com

13.0 This Assignment and Amendment Agreement 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.

IN WITNESS WHEREOF, PJM, Wholesale Market Participant, Assignee, and Transmission Owner have caused this Assignment and Amendment Agreement 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 that company and have actual and/or apparent authority to bind the respective company to this Assignment and Amendment Agreement.

(PJM Queue Position #AC1-147)

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

By: DocuSigned by:
Mark Sims Manager, Inf. Coordination 9/14/2020
Name Title Date
1349B7D4FE...

Printed name of signer: Mark Sims

Wholesale Market Participant: Grassfield Sun Farm LLC

By: DocuSigned by:
Mark Pearson Partner 9/3/2020
Name Title Date
78A44C9...

Printed name of signer: Mark Pearson

Assignee: Virginia Electric and Power Company

By: DocuSigned by:
Emil Avram Vice President-Business Development 9/14/2020
Name Title Date
4C1D4C8...

Printed name of signer: Emil Avram

Transmission Owner: Virginia Electric and Power Company

By: DocuSigned by:
Nathan Frost Director - New Technology 9/14/2020
Name Title Date
E6D24FE...

Printed name of signer: Nathan Frost