

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER24-1699-000

Issued: June 3, 2024

On April 4, 2024, PJM Interconnection, L.L.C. (PJM) submitted an amended Wholesale Market Participation Agreement among PJM, as Transmission Provider, Virginia Electric and Power Company, 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 June 4, 2024, as requested.

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

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

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

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

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No.6426](#), [PJM SA No. 6426 among PJM, VEPCO & VEPCO \(1.0.0\)](#).

Document Content(s)

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

Alexa Neifield  
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April 4, 2024

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

*Re: PJM Interconnection, L.L.C.; Docket No. ER24- 1699 -000  
Amendment to Service Agreement No. 6426; Queue Position No. AD1-105*

Dear Secretary Reese:

Pursuant to section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission”),<sup>2</sup> PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”) submits for filing an amended Wholesale Market Participation Agreement (“WMPA”) among PJM, Virginia Electric and Power Company (“Wholesale Market Participant”), and Virginia Electric and Power Company (“Transmission Owner”) (collectively, the “Parties”) (the “Amended WMPA”). The Amended WMPA modifies Service Agreement No. 6426, filed with and accepted by the Commission in Docket No. ER22-1644-000<sup>3</sup> effective March 18, 2022 (the “Original WMPA”).

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

The Amended WMPA reflects changes to (1) WMPA, introductory paragraph to indicate that the Original WMPA has been amended; (2) WMPA, Section 2.0 (Notices) to reflect updated contact information; (3) WMPA. section 3.1.5 (Site control for transmission switchyard) to reflect

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<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. § 35.13 (2022).

<sup>3</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER22-1644-000 (May 20, 2022).

an additional project-specific milestone; (4) WMPA, section 3.1.1 (Substantial Site work completed) to reflect a revised project-specific milestone; (5) WMPA, section 3.1.1 (Commercial Operation) to reflect a revised project-specific milestone; and (6) replacement of content on the signature page with the language “ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – SEE AGREEMENT TO AMEND AND MILESTONE CHANGE DOCUMENT SIGNED BY THE PARTIES ON MARCH 5, 2024.”

The Parties effectuated the foregoing changes through the attached Agreement to Amend (“AA”) and Milestone Change Document (“MCD”).<sup>4</sup> Except for the revisions specified above, all other terms and conditions of the Original WMPA remain the same.

## **II. WAIVER AND EFFECTIVE DATE**

PJM requests an effective date of June 4, 2024 for the Amended WMPA. The requested effective date is sixty-one (61) days after this submission of the Amended WMPA, and thus meets the Commission’s notice requirement.<sup>5</sup>

## **III. DOCUMENTS ENCLOSED**

PJM encloses with this transmittal letter the following:

1. Attachment A: Service Agreement No. 6426 (Marked);
2. Attachment B: Service Agreement No. 6426 (Clean); and
3. Attachment C: Service Agreement No. 6426, Executed Agreement to Amend and Milestone Change Document.

## **IV. CORRESPONDENCE AND COMMUNICATIONS**

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<sup>4</sup> The executed AA and MCD are attached to this transmittal letter as Attachment C.

<sup>5</sup> 18 C.F.R. § 35.3 (2022).

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](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)

## **V. SERVICE**

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

Respectfully submitted,

/s/ Alexa Neifield

Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
1200 G Street, N.W, Suite 600  
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Debbie-Anne Reese, Acting Secretary  
April 4, 2024  
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cc (via email):

Wholesale Market Participant

Aaron Jonas – Aaron.Jonas@dominionenergy.com

Transmission Owner

Kevin Fields – kevin.l.fields@dominionenergy.com

Cheri Yochelson – cheri.m.yochelson@dominionenergy.com

Mike Nester – Mike.Nester@dominionenergy.com

Rebecca Hicks – Rebecca.g.hicks@dominionenergy.com

All state utility regulatory commissions within the PJM Region

# **Attachment A**

Service Agreement No. 6426

(Marked Format)

(PJM Queue #AD1-105)

**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 #AD1-105)**

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”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6426, effective March 18, 2022, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER22-1644-000.

**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, Rappahannock Electric Cooperative, and Transmission Owner must enter into a separate three-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 East Canal ~~Place, 15<sup>th</sup> Floor~~St.  
Richmond, VA ~~23219~~23220  
Attn: ~~Joel Trivette, 15<sup>th</sup> Floor~~Aaron Jonas  
~~Phone: (804) 771-4859~~  
Email: ~~joel.trivette@dominionenergy.com~~Aaron.Jonas@dominionenergy.com

Transmission Owner:

Virginia Electric and Power Company  
5000 Dominion Boulevard  
3rd Floor SW  
Glen Allen, VA 23060  
Attn: Mr. Kevin Fields, Director – Electric Transmission Project Management  
Organization  
Email: kevin.l.fields@dominionenergy.com

~~10900 Nuckols Road, 4th fl.~~  
~~Glen Allen, VA 23060~~  
~~Attn: Mr. Mark Allen, Director of Electric Transmission Project Development and~~  
~~Execution~~  
~~Email: mark.allen@dominionenergy.com~~  
With copies to:

Cheri Yochelson (Senior Counsel) – cheri.m.yochelson@dominionenergy.com  
Mike Nester (Manager – Electric Distribution DG Integration) –  
Mike.Nester@dominionenergy.com  
Rebecca Hicks (Electric Transmission Wholesale Contracts Administrator II) –  
[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 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. 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 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 ~~April 1, 2023~~June 30, 2024, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
  - 3.1.2 Commercial Operation.** (i) On or before December 31, ~~2023~~2026, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 31, ~~2023~~2026, 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. Commercial Operation is contingent on the completion of all required Transmission Owner Attachment Facilities, Direct Connection Network Upgrades, and Non-Direct Connection Network Upgrades identified in the System Impact Study, as further memorialized in the Construction Agreement among Wholesale Market Participant, Rappahannock Electric Cooperative, and Transmission Owner referenced in section 3.1.5 of this WMPA.
  - 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 December 31, 2022, Wholesale Market Participant must enter into an Interconnection Agreement with

Rappahannock Electric Cooperative and Transmission Owner in order to effectuate the WMPA. The three-party Interconnection Agreement must provide for the construction of all required Local Upgrades and/or Network Upgrades identified in the System Impact Study. This WMPA shall automatically terminate upon the termination of the three-party Interconnection Agreement between Wholesale Market Participant, Rappahannock Electric Cooperative, and Transmission Owner.

**3.1.5 Site control for transmission switchyard. On or before April 30, 2024, Wholesale Market Participant must demonstrate that it has secured sufficient property from Cedar Fair Southwest, Inc. to construct the transmission switchyard needed to connect Transmission Owner's 115 kV transmission line to Rappahannock Electric Cooperative's King's Dominion substation.**

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 #AD1-105)

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

By:- /s/ Jason Shoemaker Manager,  
Interconnection Projects 3/18/2022  
Name Title Date

Printed name of signer: Jason Shoemaker

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

By:- /s/ Brandon Stites VP Project  
Construction 3/14/2022  
Name Title Date

Printed name of signer: Brandon Stites

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

By:- /s/ Mark Allen Authorized Representative  
3/18/2022  
Name Title Date

Printed name of signer: Mark Allen

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – SEE AGREEMENT TO  
AMEND AND MILESTONE CHANGE DOCUMENT SIGNED BY THE PARTIES ON  
MARCH 5, 2024.

**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 # AD1-105)**

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

a. Name of Participant Facility:

Sweet Sue Solar

b. Location of Participant Facility:

37.7559222, -77.1878194

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 74 MW

d. Description of the equipment configuration:

A ground-mounted, inverter-based, solar photovoltaic generating facility consisting of solar arrays and step-up transformation with a high side voltage of 115 kV.

**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 44.4 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s markets in an amount equal to the Participant

Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

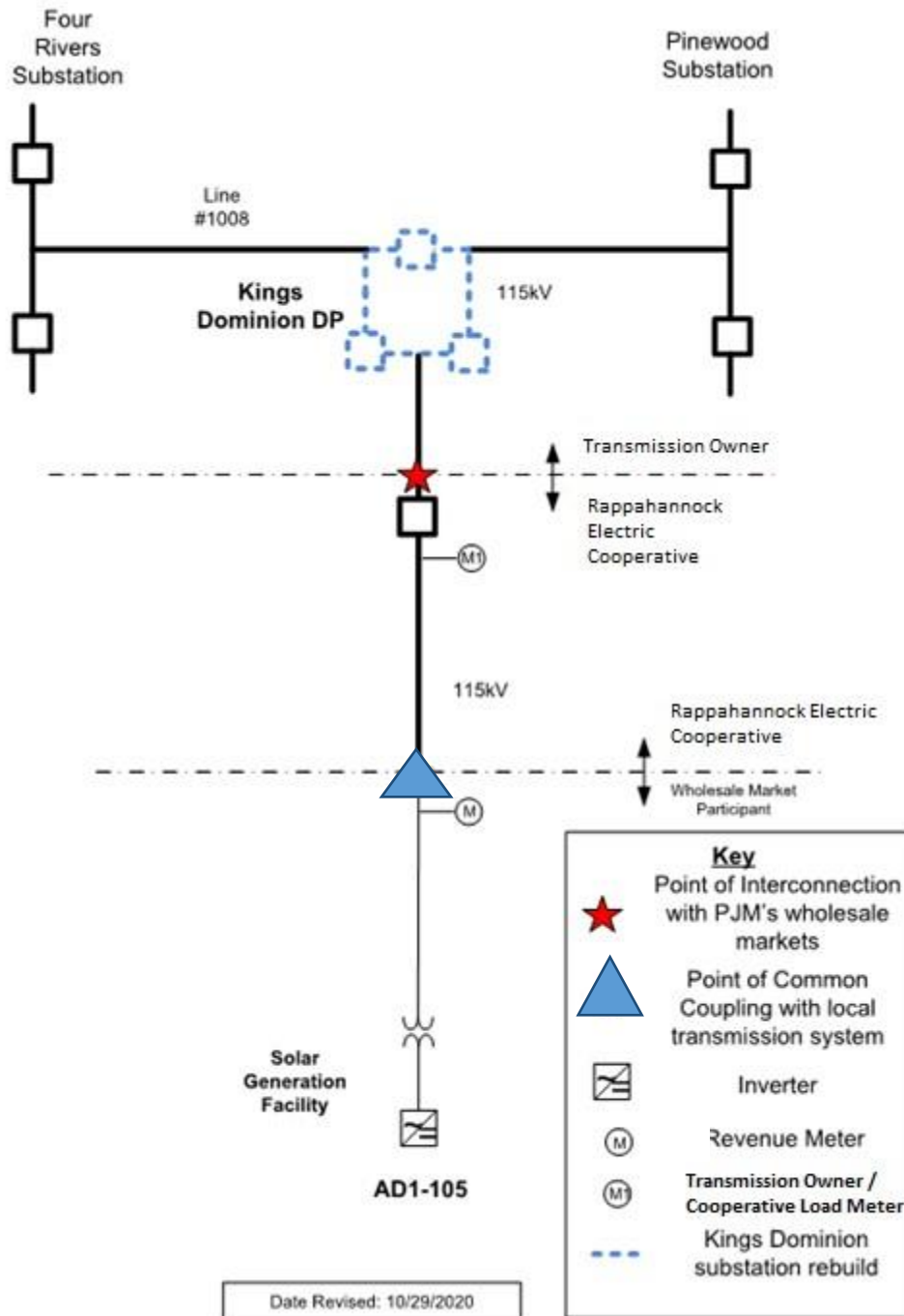
- 3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

**SCHEDULES:**

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

# SCHEDULE A

## SINGLE-LINE DIAGRAM



## **SCHEDULE B**

### **LIST OF METERING EQUIPMENT**

Wholesale Market Participant shall be responsible for the installation of metering and telemetry at the point of common coupling (as shown in Schedule A) between the Participant Facility and the Rappahannock Electric Cooperative system as required by PJM Manuals M-01 and M14D. Rappahannock Electric Cooperative and Wholesale Market Participant will collectively determine meter ownership.

Wholesale Market Participant shall make its metering data at the point of common coupling available to Rappahannock Electric Cooperative, or its affiliate, via telemetry for use by Rappahannock Electric Cooperative and Transmission Owner for balancing, settlement, and audit purposes. Wholesale Market Participant may purchase and install its own backup metering.

## **SCHEDULE C**

### **LIST OF LOCAL/NETWORK UPGRADES**

Specified in the separate three-party Interconnection Agreement among Wholesale Market Participant, Rappahannock Electric Cooperative, and Transmission Owner referenced in section 3.1.4 of this WMPA.

## **SCHEDULE D**

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

Dominion Energy Facility Interconnection Requirements revision 19.0, dated April 1, 2021, shall apply. The Dominion Energy Facility Interconnection Requirements revision 19.0, dated April 1, 2021 are available on the PJM website.

To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.



## **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**

1. Nothing in this WMPA provides any rights with regard to the use of the distribution facilities owned, operated, and maintained by Rappahannock Electric Cooperative.
2. The Point of Interconnection (for the purpose of effectuating sales of energy into PJM's wholesale markets) under this WMPA is physically located at a point where the Transmission Owner's facilities are connected to facilities owned by Rappahannock Electric Cooperative, to which Wholesale Market Participant's facilities are or will be interconnected. Therefore, the Parties acknowledge and agree that interconnection of the Wholesale Market Participant under this WMPA depends upon the physical availability of, and Wholesale Market Participant's right to utilize, the Rappahannock Electric Cooperative facilities and the interconnection of the Rappahannock Electric Cooperative facilities with those of the Wholesale Market Participant and the Transmission Owner. Accordingly, the following shall apply:
  - 2.1 Wholesale Market Participant shall obtain Rappahannock Electric Cooperative's agreement allowing Wholesale Market Participant to utilize the Rappahannock Electric Cooperative facilities to transport energy produced by the Participant Facility to the Point of Interconnection as shown on Schedule A of this WMPA.
  - 2.2 Concurrent with execution of this WMPA, Wholesale Market Participant shall provide Transmission Provider with copies of any and all agreements pursuant to which Rappahannock Electric Cooperative agrees to grant to the Wholesale Market Participant rights as described in Section 2.1 of this Schedule F.
  - 2.3 In the event that any of the Rappahannock Electric Cooperative facilities used to provide interconnection of the Wholesale Market Participant become unavailable for any reason to carry energy produced by the Participant Facility to and across the Point of Interconnection as shown on Schedule A of this WMPA, the Wholesale Market Participant's rights to interconnect under this WMPA, and thus Wholesale Market Participant's rights to inject energy into the Transmission Provider's Transmission System as set forth in Section 2 of the Specifications above, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.
  - 2.4 In the event that Rappahannock Electric Cooperative ceases operations at its facility where the Participant Facility is located, or removes from service any of the electrical facilities on which Wholesale Market Participant's interconnection hereunder depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Participant Facility to and across the Point of Interconnection as shown on Schedule A of this WMPA.



# **Attachment B**

Service Agreement No. 6426

(Clean Format)

(PJM Queue #AD1-105)

**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 #AD1-105)**

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”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6426, effective March 18, 2022, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER22-1644-000.

**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, Rappahannock Electric Cooperative, and Transmission Owner must enter into a separate three-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 East Canal Place, 15<sup>th</sup> Floor.  
Richmond, VA 23220  
Attn: Aaron Jonas  
Phone: (804) 771-4859  
Email: Aaron.Jonas@dominionenergy.com

Transmission Owner:

Virginia Electric and Power Company  
5000 Dominion Boulevard  
3rd Floor SW  
Glen Allen, VA 23060  
Attn: Mr. Kevin Fields, Director – Electric Transmission Project Management  
Organization  
Email: kevin.l.fields@dominionenergy.com

With copies to:

Cheri Yochelson (Senior Counsel) – [cheri.m.yochelson@dominionenergy.com](mailto:cheri.m.yochelson@dominionenergy.com)  
Mike Nester (Manager – Electric Distribution DG Integration) –  
[Mike.Nester@dominionenergy.com](mailto:Mike.Nester@dominionenergy.com)  
Rebecca Hicks (Electric Transmission Wholesale Contracts Administrator II) –  
[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 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. 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 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 June 30, 2024, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before December 31, 2026, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 31, 2026, 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. Commercial Operation is contingent on the completion of all required Transmission Owner Attachment Facilities, Direct Connection Network Upgrades, and Non-Direct Connection Network Upgrades identified in the System Impact Study, as further memorialized in the Construction Agreement among Wholesale Market Participant, Rappahannock Electric Cooperative, and Transmission Owner referenced in section 3.1.5 of this WMPA.
- 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 December 31, 2022, Wholesale Market Participant must enter into an Interconnection Agreement with

Rappahannock Electric Cooperative and Transmission Owner in order to effectuate the WMPA. The three-party Interconnection Agreement must provide for the construction of all required Local Upgrades and/or Network Upgrades identified in the System Impact Study. This WMPA shall automatically terminate upon the termination of the three-party Interconnection Agreement between Wholesale Market Participant, Rappahannock Electric Cooperative, and Transmission Owner.

**3.1.5 Site control for transmission switchyard.** On or before April 30, 2024, Wholesale Market Participant must demonstrate that it has secured sufficient property from Cedar Fair Southwest, Inc. to construct the transmission switchyard needed to connect Transmission Owner's 115 kV transmission line to Rappahannock Electric Cooperative's King's Dominion substation.

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 #AD1-105)

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: \_\_\_\_\_

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – SEE AGREEMENT TO  
AMEND AND MILESTONE CHANGE DOCUMENT SIGNED BY THE PARTIES ON  
MARCH 5, 2024.

**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 # AD1-105)**

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

a. Name of Participant Facility:

Sweet Sue Solar

b. Location of Participant Facility:

37.7559222, -77.1878194

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 74 MW

d. Description of the equipment configuration:

A ground-mounted, inverter-based, solar photovoltaic generating facility consisting of solar arrays and step-up transformation with a high side voltage of 115 kV.

**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 44.4 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s markets in an amount equal to the Participant

Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

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

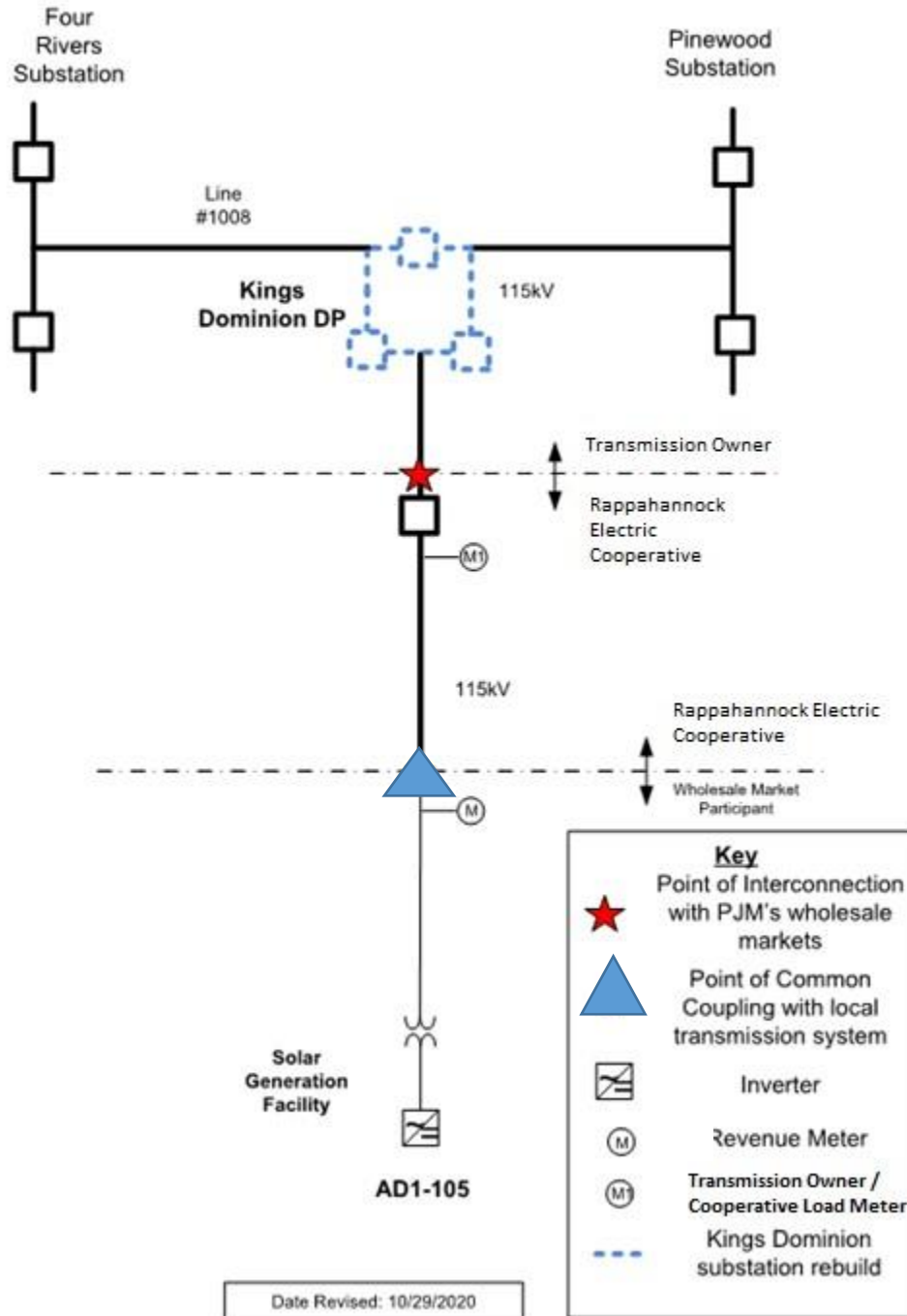


**SCHEDULES:**

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

# SCHEDULE A

## SINGLE-LINE DIAGRAM



## **SCHEDULE B**

### **LIST OF METERING EQUIPMENT**

Wholesale Market Participant shall be responsible for the installation of metering and telemetry at the point of common coupling (as shown in Schedule A) between the Participant Facility and the Rappahannock Electric Cooperative system as required by PJM Manuals M-01 and M14D. Rappahannock Electric Cooperative and Wholesale Market Participant will collectively determine meter ownership.

Wholesale Market Participant shall make its metering data at the point of common coupling available to Rappahannock Electric Cooperative, or its affiliate, via telemetry for use by Rappahannock Electric Cooperative and Transmission Owner for balancing, settlement, and audit purposes. Wholesale Market Participant may purchase and install its own backup metering.

## **SCHEDULE C**

### **LIST OF LOCAL/NETWORK UPGRADES**

Specified in the separate three-party Interconnection Agreement among Wholesale Market Participant, Rappahannock Electric Cooperative, and Transmission Owner referenced in section 3.1.4 of this WMPA.

## **SCHEDULE D**

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

Dominion Energy Facility Interconnection Requirements revision 19.0, dated April 1, 2021, shall apply. The Dominion Energy Facility Interconnection Requirements revision 19.0, dated April 1, 2021 are available on the PJM website.

To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.

## **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**

1. Nothing in this WMPA provides any rights with regard to the use of the distribution facilities owned, operated, and maintained by Rappahannock Electric Cooperative.
2. The Point of Interconnection (for the purpose of effectuating sales of energy into PJM's wholesale markets) under this WMPA is physically located at a point where the Transmission Owner's facilities are connected to facilities owned by Rappahannock Electric Cooperative, to which Wholesale Market Participant's facilities are or will be interconnected. Therefore, the Parties acknowledge and agree that interconnection of the Wholesale Market Participant under this WMPA depends upon the physical availability of, and Wholesale Market Participant's right to utilize, the Rappahannock Electric Cooperative facilities and the interconnection of the Rappahannock Electric Cooperative facilities with those of the Wholesale Market Participant and the Transmission Owner. Accordingly, the following shall apply:
  - 2.1 Wholesale Market Participant shall obtain Rappahannock Electric Cooperative's agreement allowing Wholesale Market Participant to utilize the Rappahannock Electric Cooperative facilities to transport energy produced by the Participant Facility to the Point of Interconnection as shown on Schedule A of this WMPA.
  - 2.2 Concurrent with execution of this WMPA, Wholesale Market Participant shall provide Transmission Provider with copies of any and all agreements pursuant to which Rappahannock Electric Cooperative agrees to grant to the Wholesale Market Participant rights as described in Section 2.1 of this Schedule F.
  - 2.3 In the event that any of the Rappahannock Electric Cooperative facilities used to provide interconnection of the Wholesale Market Participant become unavailable for any reason to carry energy produced by the Participant Facility to and across the Point of Interconnection as shown on Schedule A of this WMPA, the Wholesale Market Participant's rights to interconnect under this WMPA, and thus Wholesale Market Participant's rights to inject energy into the Transmission Provider's Transmission System as set forth in Section 2 of the Specifications above, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.
  - 2.4 In the event that Rappahannock Electric Cooperative ceases operations at its facility where the Participant Facility is located, or removes from service any of the electrical facilities on which Wholesale Market Participant's interconnection hereunder depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Participant Facility to and across the Point of Interconnection as shown on Schedule A of this WMPA.

# **Attachment C**

Service Agreement No. 6426

Executed Agreement to Amend

and

Milestone Change Document



**AGREEMENT TO AMEND**  
**By and Among**  
**PJM Interconnection, L.L.C.**  
**And**  
**Virginia Electric and Power Company**  
**And**  
**Virginia Electric and Power Company**  
**(PJM Queue Position #AD1-105)**

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Virginia Electric and Power Company (“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. ER22-1644-000, designated as follows:

<b>Type of Service Agreement</b>	<b>Service Agreement Number</b>	<b>Parties to the Agreement</b>	<b>Effective Date</b>
Wholesale Market Participation Agreement (“WMPA”)	6426	PJM, Virginia Electric and Power Company, and Virginia Electric and Power Company	March 18, 2022

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(s).
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement by making the changes listed in Appendix A hereto. The Parties authorize PJM to file the amended Service Agreement with the Commission without the necessity of additional signatures from Interconnection Customer 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 #AD1-105)

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

By: Jason Shoemaker                      Manager, Interconnection Projects                      3/5/2024  
Name    Title    Date

Printed name of signer: Jason Shoemaker

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

By: Jeff Miscikowski                      VP - Project Construction                      2/17/2024  
Name    Title    Date

Printed name of signer: Jeff Miscikowski

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

By: Kevin Fields                      Authorized Representative                      3/5/2024  
Name    Title    Date

Printed name of signer: Kevin Fields

## APPENDIX A

Section Changed	Changed From	Changed To	Explanation
WMPA, introductory paragraph	...	This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6426, effective March 18, 2022, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER22-1644-000.	A sentence is added to explain that this is an amended WMPA.
WMPA, section 2.0 (Notices)	<p>Wholesale Market Participant:</p> <p>Virginia Electric and Power Company 600 East Canal St. Richmond, VA 23219 Attn: Joel Trivette, 15th Floor Email: joel.trivette@dominionenergy.com</p> <p>Transmission Owner:</p> <p>Virginia Electric and Power Company 10900 Nuckols Road, 4th fl. Glen Allen, VA 23060 Attn: Mr. Mark Allen, Director of Electric Transmission Project Development and Execution Email: mark.allen@dominionenergy.com Cheri Yochelson (Senior Counsel) – cheri.m.yochelson@dominionenergy.com</p>	<p>Wholesale Market Participant:</p> <p>Virginia Electric and Power Company 600 Canal Place, 15th Floor Richmond, VA 23220 Attn: Aaron Jonas Phone: (804) 771-4859 Email: Aaron.Jonas@dominionenergy.com</p> <p>Transmission Owner:</p> <p>Virginia Electric and Power Company 5000 Dominion Boulevard 3rd Floor SW Glen Allen, VA 23060 Attn: Mr. Kevin Fields, Director – Electric Transmission Project Management Organization Email: kevin.l.fields@dominionenergy.com</p>	To update the contact information.

	<p>Mike Nester (Manager – Electric Distribution DG Integration) – Mike.Nester@dominionenergy.com</p> <p>Rebecca Hicks (Electric Transmission Wholesale Contracts Administrator II) – rebecca.g.hicks@dominionenergy.com</p>	<p>With copies to:</p> <p>Cheri Yochelson (Assistant General Counsel) – cheri.m.yochelson@dominionenergy.com</p> <p>Mike Nester (Manager – Electric Distribution DG Integration) – Mike.Nester@dominionenergy.com</p> <p>Rebecca Hicks (Electric Transmission Wholesale Contracts Administrator III) – rebecca.g.hicks@dominionenergy.com</p>	
WMPA, section 3.1.5	. . .	<p><b>Site control for transmission switchyard.</b> On or before April 30, 2024, Wholesale Market Participant must demonstrate that it has secured sufficient property from Cedar Fair Southwest, Inc. to construct the transmission switchyard needed to connect Transmission Owner’s 115 kV transmission line to Rappahannock Electric Cooperative’s King’s Dominion substation.</p>	A milestone is added to the agreement.

## MILESTONE CHANGE DOCUMENT

### **PARTIES**

<b>Party Type</b>	<b>Company Name</b>
Transmission Provider	PJM Interconnection, L.L.C.

<b>Party Type</b>	<b>Company Name</b>
Wholesale Market Participant	Virginia Electric and Power Company

<b>Party Type</b>	<b>Company Name</b>
Transmission Owner	Virginia Electric and Power Company

### **QUEUE POSITION**

<b>Queue Type</b>	<b>Number</b>
PJM Queue Position	AD1-105

The Service Agreement designated below has been entered into by and among the Parties listed above, and if a Docket No. is not listed below, the Service Agreement is conforming and reported in PJM's Electric Quarterly Reports.

<b>Type of Service Agreement ("SA")</b>	<b>SA No.</b>	<b>Parties to the Agreement (in addition to PJM)</b>	<b>Effective Date</b>	<b>Docket No.</b>
Wholesale Market Participation Agreement	6426	Virginia Electric and Power Company	March 18, 2022	ER22-1644-000
		Virginia Electric and Power Company		

Section 3.1 of the Service Agreement listed above contains project specific milestones. Section 3.1 of the Service Agreement and Tariff, Part VI, section 212.5 further provide that the Transmission Provider may reasonably extend milestone dates in the event of delays that the Interconnection Customer (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

The Wholesale Market Participant has encountered delays with its module supplier as well as delays securing property. Pursuant to Section 3.1 of the Service Agreement and the authority granted therein, PJM has reasonably determined that the Wholesale Market Participant did not cause such delay and could not remedy such delay through the exercise of due diligence. Accordingly, PJM is extending the project specific milestones for the above-referenced Service Agreement as set forth below:

<b>Section Changed</b>	<b>Changed From</b>	<b>Changed To</b>
WMPA, section 3.1.1 (Substantial Site work completed)	April 1, 2023	June 30, 2024
WMPA, section 3.1.2 (Commercial Operation)	December 31, 2023	December 31, 2026

Section 2.4 of the Service 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. Accordingly, the Parties understand that PJM will utilize this Milestone Change Document to modify the Service Agreement. The Parties authorize PJM to file the amended Service Agreement, and the Milestone Change Document, as needed, to reflect the above milestone date changes with the Federal Energy Regulatory Commission (Commission) without the necessity of additional signatures from the Parties.

Except as set forth in this Milestone Change Document, the Service Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Milestone Change Document and the Service Agreement, the terms of this Milestone Change Document will prevail.

This Milestone Change Document shall become effective on the date that it is fully executed by all Parties.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this Milestone Change Document to be executed by their respective authorized officials.

Party Type		Company Name
Transmission Provider		PJM Interconnection, L.L.C.
Signature	<i>Jason Shoemaker</i>	
Name	Jason Shoemaker	
Title	Manager, Interconnection Projects	
Date	3/5/2024	

Party Type		Company Name
Wholesale Market Participant		Virginia Electric and Power Company
Signature	<i>Jeff Miskowski</i>	
Name	JEFF MISKOWSKI	
Title	VP - Project Construction	
Date	2/17/2024	

Party Type		Company Name
Transmission Owner		Virginia Electric and Power Company
Signature	<i>Kevin Fields</i>	
Name	KEVIN FIELDS	
Title	Authorized Representative	
Date	3/5/2024	