

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER20-592-000

Issued: 1/28/20

Elizabeth P. Trinkle, Esq.  
Wright & Talisman, P.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005

Reference: Amendment to WMPA, Service Agreement No. 5147

On December 13, 2019, you filed, on behalf of PJM Interconnection, L.L.C. (PJM), an amended Wholesale Market Participant Agreement (WMPA) among PJM, TWE Myrtle Solar Project, LLC (TWE Myrtle), and Virginia Electric and Power Company (collectively, the Parties) (Amended TWE Myrtle WMPA).<sup>1</sup> You state that the Amended TWE Myrtle WMPA modifies an existing WMPA among the Parties, which was accepted by the Commission in Docket No. ER18-2016-000, to update TWE Myrtle's address. You also state that the changes reflected in the Amended TWE Myrtle WMPA are effectuated by the Agreement to Amend executed by the Parties.

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 June 15, 2018, as requested.

The filing was noticed on December 13, 2019, with comments, interventions, and protests due on or before January 3, 2020. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2019)), 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

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 5147](#), [PJM SA No. 5147 between PJM, TWE Myrtle and VEPCO, 2.0.0](#).

affecting such rate or service contained in your filing; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against PJM.

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

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

Document Content(s)

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December 13, 2019

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

Re: *PJM Interconnection, L.L.C., Docket No. ER20- 592 -000*  
*Amendment to WMPA, SA No. 5147; Queue No. AD1-144 (amend)*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,<sup>1</sup> and part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,<sup>2</sup> PJM Interconnection, L.L.C. ("PJM") submits for filing an unexecuted amended Wholesale Market Participation Agreement ("WMPA") entered into by and among PJM, TWE Myrtle Solar Project, LLC ("TWE Myrtle"), and Virginia Electric and Power Company ("VEPCO," and with PJM and TWE Myrtle, the "Parties") ("Amended TWE Myrtle WMPA"). The Amended TWE Myrtle WMPA modifies an existing WMPA among the Parties that was filed with and accepted by the Commission in Docket No. ER18-2016-000 ("Initial TWE Myrtle WMPA")<sup>3</sup> to update TWE Myrtle's address.<sup>4</sup> The changes reflected in the Amended TWE Myrtle WMPA are effectuated by the attached Agreement to Amend ("November 27

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<sup>1</sup> 16 U.S.C. § 824d.

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

<sup>3</sup> *PJM Interconnection, L.L.C.*, Letter Order, Original WMPA, SA No. 5147, Docket No. ER18-2016-000 (Aug. 28, 2018) ("Docket No. ER18-2016 Order").

<sup>4</sup> The Initial TWE Myrtle WMPA was previously modified by an executed Agreement to Amend among the Parties, effective May 29, 2019 ("May 29 Agreement to Amend"). *See PJM Interconnection, L.L.C.*, Letter Order, Amendment to WMPA, SA No. 5147, Docket No. ER19-2291-000 (Aug. 26, 2019) ("Docket No. ER19-2291 Order").

Agreement to Amend”) executed by the Parties. Both the Initial TWE Myrtle WMPA and the Amended TWE Myrtle WMPA are associated with PJM Queue No. AD1-144.

PJM is submitting the Amended TWE Myrtle WMPA for filing because Commission rules and regulations require any change to the provisions of a service agreement on file with the Commission to be filed as a change in rates.<sup>5</sup> PJM requests that the effective date for the Amended TWE Myrtle WMPA remain the same as the effective date for the Initial TWE Myrtle WMPA, June 15, 2018.<sup>6</sup>

## **I. DESCRIPTION OF CHANGES**

The Initial and Amended TWE Myrtle WMPAs are intended to facilitate the wholesale market participation of the Gardner Farms Solar facility, located in Windsor, Virginia, which has a Maximum Facility Output of 15 MW.<sup>7</sup>

PJM has revised the Initial TWE Myrtle WMPA, as amended by the May 29 Agreement to Amend, at the request of the Parties. Specifically, section 2.0 has been modified to reflect a change in address for TWE Myrtle.<sup>8</sup> In addition to this change, the execution page to the Amended TWE Myrtle WMPA has been revised to remove references to the May 29 Agreement to Amend and to add references to the November 27 Agreement to Amend. The authorized signatures set forth in the November 27 Agreement to Amend serve as the Parties’ acceptance to the revisions described above. The Amended

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<sup>5</sup> 18 C.F.R. § 35.1(c).

<sup>6</sup> A copy of the Amended TWE Myrtle WMPA is included as Attachment A to this letter, with a marked, redlined version, showing the changes from the Initial TWE Myrtle WMPA, as amended by the May 29 Agreement to Amend, included as Attachment B. The November 27 Agreement to Amend is included for informational purposes as Attachment C.

<sup>7</sup> Amended TWE Myrtle WMPA, Specifications section 1.0; Initial TWE Myrtle WMPA, Specifications section 1.0.

<sup>8</sup> Amended TWE Myrtle WMPA, section 2.0; Initial TWE Myrtle WMPA, section 2.0.

TWE Myrtle WMPA is the same in all other respects as the Initial TWE Myrtle WMPA accepted in the Docket No. ER18-2016 Order, as amended by the ER19-2291 Order. The Commission has accepted other filings of unexecuted agreements that were amended using the agreement to amend process,<sup>9</sup> and should do the same here.

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

PJM requests that the Commission grant any and all waivers of the Commission's rules and regulations necessary for acceptance of this filing and the enclosed Amended TWE Myrtle WMPA. PJM also requests a waiver of the Commission's 60-day prior notice requirement to allow the effective date of the Amended TWE Myrtle WMPA to remain June 15, 2018. Waiver is appropriate as: (1) no changes have been made to the substantive terms of the agreement as accepted by the Commission in the Docket No. ER18-2016 Order, as amended by the ER19-2291 Order; and (2) no other customers will be adversely affected, as the Amended TWE Myrtle WMPA remains otherwise unchanged. The Commission has allowed waivers of its 60-day notice period when, as here, the changes do not constitute a rate increase, and have been agreed to by the parties to the agreement.<sup>10</sup> It has also granted similar waivers for other filings involving agreements to amend.<sup>11</sup>

## **III. DOCUMENTS ENCLOSED**

In addition to this transmittal letter, PJM encloses the following:

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<sup>9</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Service Agreement No. 4451, Docket No. ER19-559-000 (Jan. 29, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Service Agreement No. 4054, Docket No. ER19-497-000 (Jan. 11, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Service Agreement No. 4918, Docket No. ER19-248-000 (Dec. 12, 2018); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to ISA, SA No. 4315, Docket No. ER18-1825-000 (July 31, 2018).

<sup>10</sup> *ISO New England Inc.*, 116 FERC ¶ 61,308, at P 8 (2006); see *Cent. Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at 61,338 (1992).

<sup>11</sup> See *supra* note 9.

1. Attachment A: Unexecuted Amended TWE Myrtle WMPA, Service Agreement No. 5147 (Clean);
2. Attachment B: Unexecuted Amended TWE Myrtle WMPA, Service Agreement No. 5147 (Marked); and
3. Attachment C: Executed November 27 Agreement to Amend.

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

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:<sup>12</sup>

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

Wendy B. Warren  
Elizabeth P. Trinkle  
Wright & Talisman, P.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005  
(202) 393-1200 (phone)  
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warren@wrightlaw.com  
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Jeanine S. Watson  
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PJM Interconnection, L.L.C.  
2750 Monroe Boulevard  
Audubon, PA 19403  
(610) 666-4438 (phone)  
(610) 666-8211 (fax)  
jeanine.watson@pjm.com

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<sup>12</sup> To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

**V. SERVICE**

PJM has served a copy of this filing on TWE Myrtle, VEPCO, and the relevant state regulatory commissions within the PJM Region.

Respectfully submitted,

Craig Glazer  
Vice President – Federal Government  
Policy  
PJM Interconnection, L.L.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005  
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**Counsel for  
PJM Interconnection, L.L.C.**

## **Attachment A**

### **Unexecuted Amended TWE Myrtle WMPA, Service Agreement No. 5147 (Clean)**

(PJM Queue # AD1-144)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**TWE MYRTLE SOLAR PROJECT, LLC**

**And**

**VIRGINIA ELECTRIC AND POWER COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
TWE Myrtle Solar Project, LLC  
And  
Virginia Electric and Power Company  
(PJM Queue Position # AD1-144)**

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”), TWE Myrtle Solar Project, LLC (“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:  
TWE Myrtle Solar Project, LLC  
C/O Dominion Solar Projects VI, Inc.  
600 East Canal Street  
Richmond, VA 23219  
Attn: Joel Trivette, 15th Floor

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

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

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

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

## **2.6 Assignment**

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

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

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

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

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

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

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

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

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

## **ARTICLE 3 – Responsibility for Network or Local Upgrades**

- 3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before November 1, 2019  
Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
  - 3.1.2 Commercial Operation.** (i) On or before December 1, 2019, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 30, 2019, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
  - 3.1.3 Documentation.** Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.
  - 3.1.4 Interconnection Agreement.** On or before May 1, 2019, 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 # AD1-144)

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

By:

Name

Title

Date

**Intentionally left blank – See Agreement to Amend  
signed by the parties effective November 27, 2019**

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

Wholesale Market Participant: TWE Myrtle Solar Project, LLC

By:

Name

Title

Date

**Intentionally left blank – See Agreement to Amend  
signed by the parties effective November 27, 2019**

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

Transmission Owner: Virginia Electric and Power Company

By:

Name

Title

Date

**Intentionally left blank – See Agreement to Amend  
signed by the parties effective November 27, 2019**

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

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT  
By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
TWE MYRTLE SOLAR PROJECT, LLC  
And  
VIRGINIA ELECTRIC AND POWER COMPANY  
(PJM Queue Position # AD1-144)**

**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:

Gardner Farms Solar

- b. Location of Participant Facility:

Pruden Blvd, Windsor, VA

- c. Size in megawatts of Participant Facility:

Maximum Facility Output of 15 MW

- d. Description of the equipment configuration:

Nine (9) 1831kVA Eaton SOX66 inverters

**2.0 Rights for Generation Wholesale Market Participant**

**2.1 Capacity Interconnection Rights:**

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 9.7 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 9.7 MW commencing June 1, 2021. During the time period from the effective date of this WMPA until May 31, 2021 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity

Interconnection Rights in an amount not to exceed 9.7 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, 2021.

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

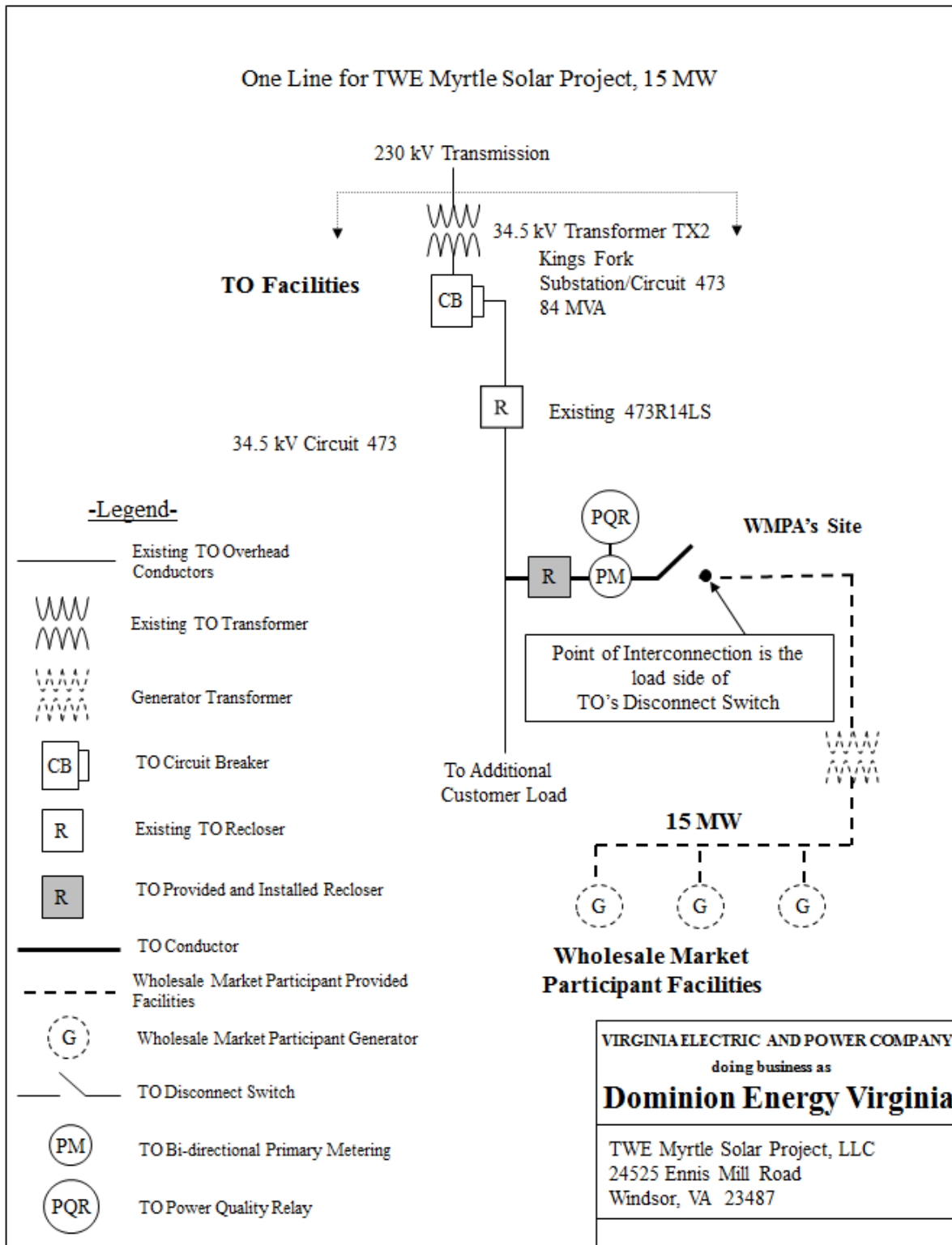
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

**SCHEDULES:**

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

# SCHEDULE A

## SINGLE-LINE DIAGRAM



## **SCHEDULE B**

### **LIST OF METERING EQUIPMENT**

#### **REVENUE METERING**

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

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

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

#### **COMMUNICATION**

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

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

**SCHEDULE D**

**APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

Not Required.

**SCHEDULE E**

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

Not Required.

**SCHEDULE F**

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

Not Required.

## **Attachment B**

### **Unexecuted Amended TWE Myrtle WMPA, Service Agreement No. 5147 (Marked)**

(PJM Queue # AD1-144)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**TWE MYRTLE SOLAR PROJECT, LLC**

**And**

**VIRGINIA ELECTRIC AND POWER COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
TWE Myrtle Solar Project, LLC  
And  
Virginia Electric and Power Company  
(PJM Queue Position # AD1-144)**

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”), TWE Myrtle Solar Project, LLC (“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:  
TWE Myrtle Solar Project, LLC  
~~16105 W 113<sup>th</sup> Street, Suite 108~~  
~~Lenexa, KS 66219~~  
~~Attn: Justin McGeeney~~  
C/O Dominion Solar Projects VI, Inc.

600 East Canal Street  
Richmond, VA 23219  
Attn: Joel Trivette, 15th Floor

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

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

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

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

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

## **2.6 Assignment**

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

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

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

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

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its

obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

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

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

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

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

## **ARTICLE 3 – Responsibility for Network or Local Upgrades**

**3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

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

**3.1.1 Substantial Site work completed.** On or before November 1, 2019  
Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

**3.1.2 Commercial Operation.** (i) On or before December 1, 2019, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 30, 2019, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

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

**3.1.4 Interconnection Agreement.** On or before May 1, 2019, 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 # AD1-144)

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

By:

Name

Title

Date

**Intentionally left blank – See Agreement to Amend**

**signed by the parties ~~[to be provided]~~ effective November 27, 2019**

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

Wholesale Market Participant: TWE Myrtle Solar Project, LLC

By:

Name

Title

Date

**Intentionally left blank – See Agreement to Amend**

**signed by the parties ~~[to be provided]~~ effective November 27, 2019**

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

Transmission Owner: Virginia Electric and Power Company

By:

Name

Title

Date

**Intentionally left blank – See Agreement to Amend**

**signed by the parties ~~[to be provided]~~ effective November 27, 2019**

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

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT  
By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
TWE MYRTLE SOLAR PROJECT, LLC  
And  
VIRGINIA ELECTRIC AND POWER COMPANY  
(PJM Queue Position # AD1-144)**

**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:

Gardner Farms Solar

- b. Location of Participant Facility:

Pruden Blvd, Windsor, VA

- c. Size in megawatts of Participant Facility:

Maximum Facility Output of 15 MW

- d. Description of the equipment configuration:

Nine (9) 1831kVA Eaton SOX66 inverters

**2.0 Rights for Generation Wholesale Market Participant**

**2.1 Capacity Interconnection Rights:**

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 9.7 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 9.7 MW commencing June 1, 2021. During the time period from the effective date of this WMPA until May 31, 2021 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity

Interconnection Rights in an amount not to exceed 9.7 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, 2021.

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

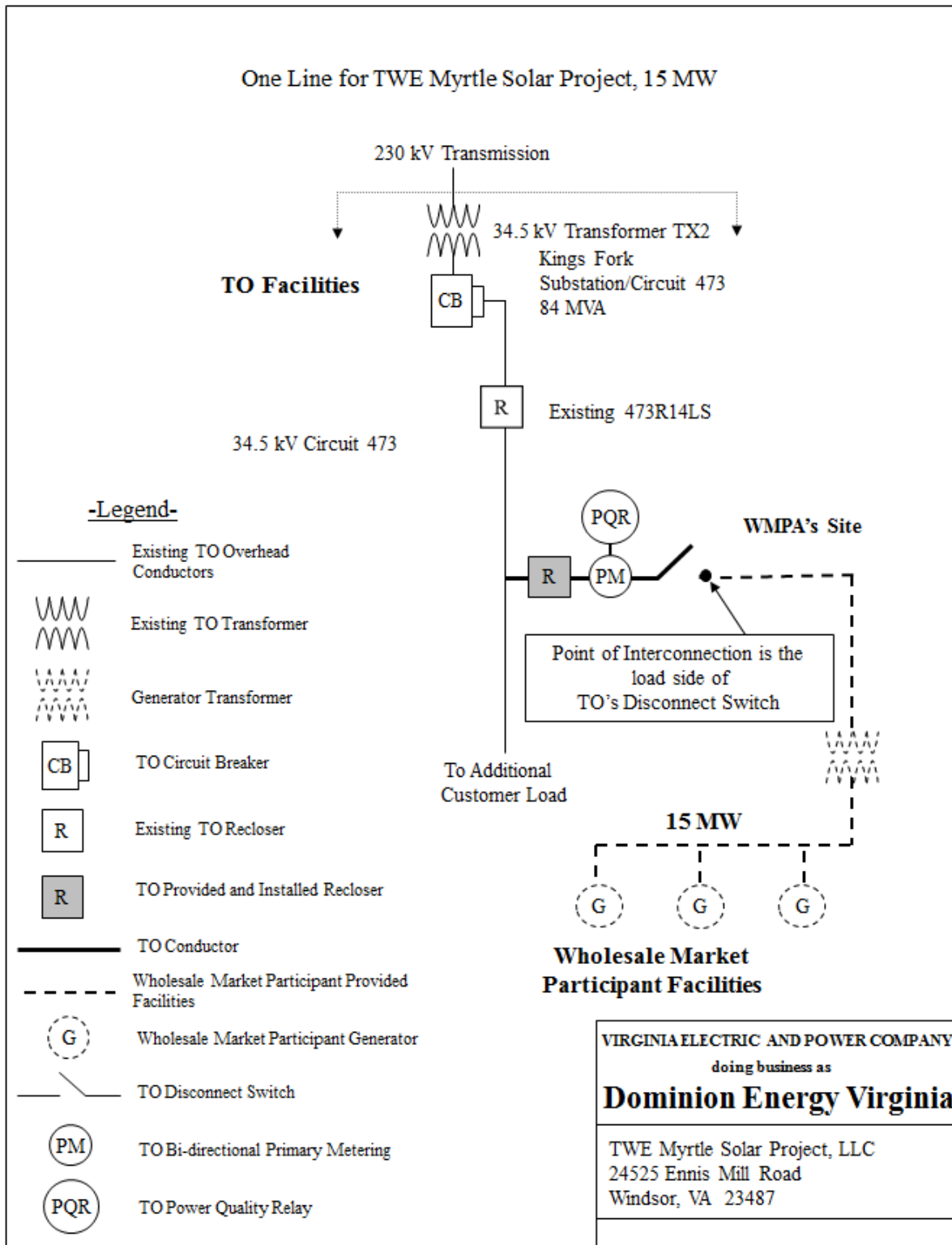
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

**SCHEDULES:**

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

# SCHEDULE A

## SINGLE-LINE DIAGRAM



## **SCHEDULE B**

### **LIST OF METERING EQUIPMENT**

#### **REVENUE METERING**

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

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

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

#### **COMMUNICATION**

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

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

## **SCHEDULE D**

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

Not Required.

**SCHEDULE E**

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

Not Required.

**SCHEDULE F**

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

Not Required.

## **Attachment C**

**Executed November 27 Agreement to Amend**

**AGREEMENT TO AMEND**  
**By and Among**  
**PJM Interconnection, L.L.C**  
**And**  
**TWE Myrtle Solar Project, LLC**  
**And**  
**Virginia Electric and Power Company**  
**(PJM Queue Position #AD1-144)**

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

**RECITALS**

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to the following service agreement) (the “Service Agreement”), filed and accepted by the Federal Energy Regulatory Commission in Docket No. ER18-2016-000, designated as follows:

<b>Type of Service Agreement(s)</b>	<b>Service Agreement Number</b>	<b>Parties to the Agreement</b>	<b>Effective Date</b>
Wholesale Market Participation Agreement	5147	PJM Interconnection, L.L.C., TWE Myrtle Solar Project, LLC, and Virginia Electric and Power Company	June 15, 2018

WHEREAS, the address of the Wholesale Market Participant changed as listed below, effective August 6, 2019:

<b>Wholesale Market Participant’s Former Address</b>	<b>Wholesale Market Participant’s New Address</b>
TWE Myrtle Solar Project, LLC C/O Savion, LLC 16105 W 113 <sup>th</sup> Street, Suite 108 Lenexa, KS 66219 Attn: Justin McGeeney	TWE Myrtle Solar Project, LLC C/O Dominion Solar Projects VI, Inc. 600 East Canal Street Richmond, VA 23219 Attn: Joel Trivette, 15 <sup>th</sup> Floor

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.

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement of the Wholesale Market Participant to reflect the changes listed above.

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

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement.
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement by replacing the changes listed above.
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 as of the first date below. 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 #AD1-144)

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

DocuSigned by:  
By: Mark Sims 11/27/2019  
7AAEA2149B7D4FE... Manager, Inf. Coordination  
Name Title Date

Printed name of signer: Mark Sims

**Wholesale Market Participant: TWE Myrtle Solar Project, LLC**

DocuSigned by:  
By: Keith Windle 10/3/2019  
7C76E07576C243D... Vice President - Business Development  
Name Title Date

Printed name of signer: Keith Windle

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

DocuSigned by:  
By: Nathan Frost 11/27/2019  
7E5F8FE6E6D24FE... Director - New Technology  
Name Title Date

Printed name of signer: Nathan Frost