

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER24-2532-000

Issued: August 30, 2024

On July 16, 2024, PJM Interconnection, L.L.C. (PJM) submitted a notice of cancellation of the Wholesale Market Participation Agreement (WMPA) among PJM as transmission provider, Chester Solar Technology Park, LLC as wholesale market participant, and Virginia Electric and Power Company as transmission owner.¹ 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 September 16, 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

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 5837](#), [PJM SA No. 5837 among PJM, Chester Solar and VEPCO \(2.0.0\)](#).

Document Content(s)

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

Christopher Wright
Counsel
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July 16, 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. ER24-2532-000

Notice of Cancellation of Service Agreement No. 5837; Queue No. AE2-228

Dear Secretary Reese:

PJM Interconnection, L.L.C. (“PJM”) hereby submits to the Federal Energy Regulatory Commission (“Commission”) this notice of cancellation of the Wholesale Market Participation Agreement (“WMPA”) among PJM, Chester Solar Technology Park, LLC (“Wholesale Market Participant” or “Chester Solar”), and Virginia Electric and Power Company (“Transmission Owner” or “VEPCO”), designated as Service Agreement No. 5837, filed with and accepted by the Commission in Docket No. ER21-299-000, as amended in Docket No. ER23-1473-000 (the “Chester Solar WMPA”).¹

On June 4, 2024, PJM notified Chester Solar of its breach of the Chester Solar WMPA for failing to meet a material term or condition under the Chester Solar WMPA. Specifically, Chester Solar had failed to timely demonstrate that it had entered into a two-party interconnection agreement with VEPCO, as needed to effectuate the Chester Solar WMPA. Chester Solar failed to timely cure the breach, thus resulting in default. Therefore, PJM hereby notifies the Commission that Service Agreement No. 5837 is to be cancelled effective September 16, 2024.

¹ *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER21-299-000 (Dec. 30, 2020); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-1473-000 (May 15, 2023).

I. REQUESTED EFFECTIVE DATE

PJM requests an effective date of September 16, 2024 for the cancellation of Service Agreement No. 5837. The requested effective date is the first business day sixty-one (61) days from the date of this submission, in accordance with the sixty (60) day notice requirement specified in section 35.15 of the Commission's regulations.² The parties have no remaining obligations under Service Agreement No. 5837.

II. CORRESPONDENCE AND COMMUNICATIONS

All notices, communications, or correspondence to PJM regarding this matter should be directed to the following:³

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

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Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd
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(610) 716-9558
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Christopher B. Holt
Managing Counsel
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Christopher.Holt@pjm.com

² 18 C.F.R. § 35.15 (2020).

³ PJM requests a waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)) so that each named person may be included on the official service list.

III. SERVICE

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

Respectfully submitted,

By: /s/ Christopher Wright

Craig Glazer
Vice President–Federal Government Policy
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Washington, D.C. 20005
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cc (via email)

Wholesale Market Participant
Scott Leach - sleach@torchcleanenergy.com

Transmission Owner
Cheri Yochelson - cheri.m.yochelson@dominionenergy.com
Mike Nester - mike.nester@dominionenergy.com
James “Jason” Street - james.street@dominionenergy.com
Rebecca Hicks - rebecca.g.hicks@dominionenergy.com

All state utility regulatory commissions within the PJM Region

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER23-1473-000

Issued: May 15, 2023

On March 27, 2023, PJM Interconnection, L.L.C. (PJM) submitted an amended Wholesale Market Participation Agreement (Amended WMPA) among PJM, Chester Solar Technology Park, LLC, and Virginia Electric and Power Company, designated as Service Agreement No. 5837.¹ Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, the submittal is accepted for filing, effective May 27, 2023, as requested.

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

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

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

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

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 5837](#), [PJM SA No. 5837 among PJM, Chester Solar and VEPCO \(1.0.0\)](#).

Document Content(s)

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

March 27, 2023

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

*Re: PJM Interconnection, L.L.C.; Docket No. ER23-1473-000
Amendment to Service Agreement No. 5837; Queue Position No. AE2-228*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”)¹ and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission”),² PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”) submits for filing an amended Wholesale Market Participation Agreement (“WMPA”) among PJM, Chester Solar Technology Park, LLC (“Chester Solar” or “Wholesale Market Participant”), and Virginia Electric and Power Company (“VEPCO” or “Transmission Owner”) (collectively, the “Parties”) (the “Amended WMPA”). The Amended WMPA modifies Service Agreement No. 5837, filed with and accepted by the Commission in Docket No. ER21-299-000,³ effective September 30, 2020 (the “Original WMPA”).

I. DESCRIPTION OF THE AMENDED WMPA

The Amended WMPA includes changes to (1) the cover page, first page title block, signature page, specifications page title block, and Schedule A (Single-Line Diagram) to indicate that Wholesale Market Participant withdrew Queue Position No. AF2-256; (2) sections 3.1.1, 3.1.2, and 3.1.4 to reflect milestone date changes due to delays with a non-jurisdictional

¹ 16 U.S.C. § 824d (2018).

² 18 C.F.R. § 35.15 (2022).

³ See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER21-299-000 (Dec. 30, 2020).

Interconnection Agreement; (3) Specifications, section 1.0(a) (Name of Participant Facility) to indicate an updated Participant Facility name; (4) Specifications, section 1.0(c) (Size in megawatts of Participant Facility) to reflect a reduced Maximum Facility Output due to the removal of Queue Position No. AF2-256; and (6) Specifications, section 2.1 (Capacity Interconnection Rights) to reflect reduced Capacity Interconnection Rights due to the removal of Queue Position No. AF2-256. Further, PJM modified the signature page to indicate “All signature lines intentionally left blank - See Agreement to Amend signed by the parties on February 24, 2023.” The authorized signatures in the attached Agreement to Amend (the “AA”) serve as the Parties’ acceptance of the rights and responsibilities under the Amended WMPA.

The Parties effectuated the foregoing changes through the attached AA, and the authorized signatures in the AA serve as the Parties’ acceptance of the foregoing changes.⁴ 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 May 27, 2023. The requested effective date is sixty-one (61) days after this submission of the Amended WMPA, and thus meets the Commission’s 60-day notice requirement.⁵

III. DOCUMENTS ENCLOSED

PJM encloses with this transmittal letter the following:

1. Attachment A: Amended WMPA (Marked) – Service Agreement No. 5837;
2. Attachment B: Amended WMPA (Clean) – Service Agreement No. 5837; and
3. Attachment C: Executed Agreement to Amend.

⁴ The AA is attached to this transmittal letter as Attachment C.

⁵ 18 C.F.R. § 35.3 (2019).

IV. CORRESPONDENCE AND COMMUNICATIONS

All notices, communications, or correspondence addressed to PJM regarding this matter should be directed to, and PJM requests that the Secretary include on the Commission's official service list,⁶ 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
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Assistant General Counsel
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Audubon, PA 19403-2497
(610) 666-2368
christopher.holt@pjm.com

⁶ PJM requests a waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)) so that each named person may be included on the official service list.

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/ Jeffrey M. Gray

Craig Glazer
Vice President–Federal Government Policy
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cc (via email):

Chester Solar
Scott Leach – sleach@torchcleanenergy.com

VEPCO
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

**WMPA - Original Service Agreement No. 5837
(Marked Format)**

(PJM Queue #AE2-228/~~AF2-256~~)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

CHESTER SOLAR TECHNOLOGY PARK, LLC

And

VIRGINIA ELECTRIC AND POWER COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Chester Solar Technology Park, LLC
And
Virginia Electric and Power Company
(PJM Queue Position #AE2-228/~~AF2-256~~)**

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”), Chester Solar Technology Park, LLC (“Wholesale Market Participant”) and Virginia Electric and Power Company (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”).

WITNESSETH

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

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

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

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

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

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

Wholesale Market Participant:

Chester Solar Technology Park, LLC
939 Pearl Street, Suite 210
Boulder, Colorado 80302

Attn: Scott Leach
Email: sleach@torchcleanenergy.com
Phone: (720) 663-0578

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

Cheri Yochelson (Senior Counsel) – cheri.m.yochelson@dominionenergy.com
Mike Nester (Manager – Electric Distribution DG Integration) – Mike.Nester@dominionenergy.com
James “Jason” Street (Electric Transmission Wholesale Contracts Administrator II) – James.Street@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, 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 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 ~~July 31, 2022~~ December 31, 2024, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

3.1.2 Commercial Operation. (i) On or before ~~October 31, 2022~~ March 30, 2025, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before October 31, 2022, 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 ~~June 15, 2024~~ March 30, 2023, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.

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 #AE2-228/~~AF2-256~~)

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

By: /s/ Jason Connell Manager
Interconnection Projects 9/30/2020
Name Title Date

Printed name of signer: Jason Connell

Wholesale Market Participant: **Chester Solar Technology Park, LLC**

By: /s/ Scott Leach Authorized Signatory
9/29/2020
Name Title Date

Printed name of signer: Scott Leach

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

By: /s/ Nathan Frost Director New
Technology 9/29/2020
Name Title Date

Printed name of signer: Nathan Frost

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – SEE AGREEMENT TO AMEND SIGNED BY THE PARTIES ON FEBRUARY 24, 2023.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among
PJM INTERCONNECTION, L.L.C.
And
Chester Solar Technology Park, LLC
And
Virginia Electric and Power Company
(PJM Queue Position #AE2-228/~~AF2-256~~)**

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:

~~Bradley Bridge~~ Tyler 1 Solar

b. Location of Participant Facility:

Bradley Ridge Road, Chester, Virginia

GPS: 37.3300000, -77.4747000

c. Size in megawatts of Participant Facility:

Maximum Facility Output of ~~25~~ 20 MW

d. Description of the equipment configuration:

10 x 3 MVA Power Electronics FS3000-CU Inverter

5 x 6 MVA 34.5 / 0.69 kV GSUs

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

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 ~~15-12~~ MW commencing ~~June 1, 2023~~ June 1, 2022; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities. ~~These Capacity Interconnection Rights shall be available as follows:~~

~~Wholesale Market Participant shall have Capacity Interconnection Rights, at the Point(s) of Interconnection in the amounts of: (i) 12 MW of Capacity Interconnection Rights (associated with Queue Position No. AE2-228) commencing on June 1, 2022; and (ii) 3 MW of Capacity Interconnection Rights (associated with Queue Position No. AF2-256) commencing on June 1, 2023.~~

~~During the time period from the effective date of this WMPA until May 31, 2022 (the “first interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in the amount not to exceed 12 MW (associated with Queue Position No. AE2-228). The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and the results of interim deliverability studies conducted during the first interim time period. Any interim Capacity Interconnection Rights awarded during the first interim time period shall terminate on May 31, 2022. Wholesale Market Participant shall have a total of 12 MW of Capacity Interconnection Rights associated with Queue Position No. AE2-228 on June 1, 2022.~~

~~During the time period from the effective date of this WMPA until May 31, 2023 (the “second interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in the amount not to exceed 3 MW (associated with Queue Position No. AF2-256). The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and the results of interim deliverability studies conducted during the second interim time period. Any interim Capacity Interconnection Rights awarded during the second interim time period shall terminate on May 31, 2023. Wholesale Market Participant shall have a total of 15 MW of Capacity Interconnection Rights associated with Queue Position Nos. AE2-228 and AF2-256, commencing on June 1, 2023.~~

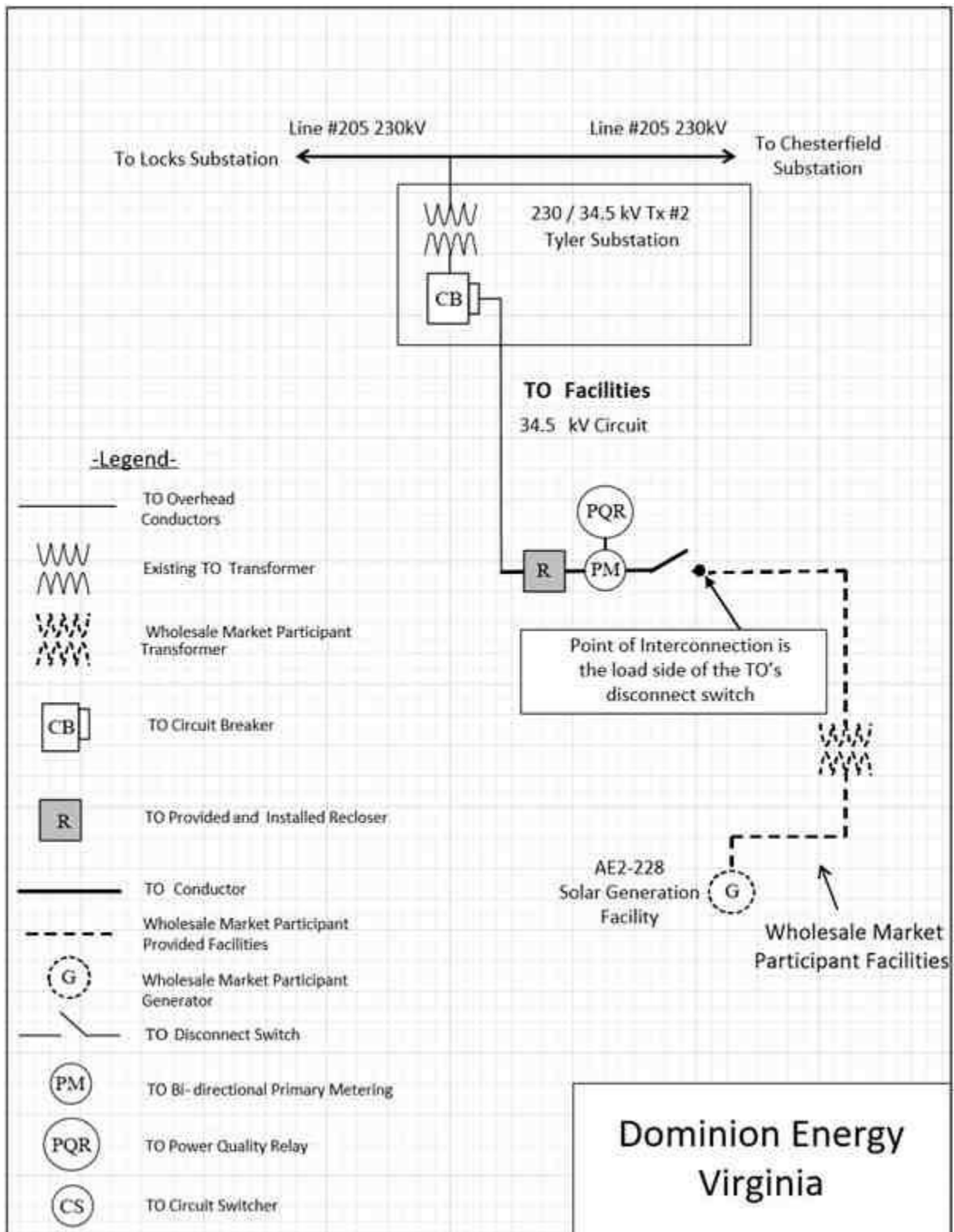
To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s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

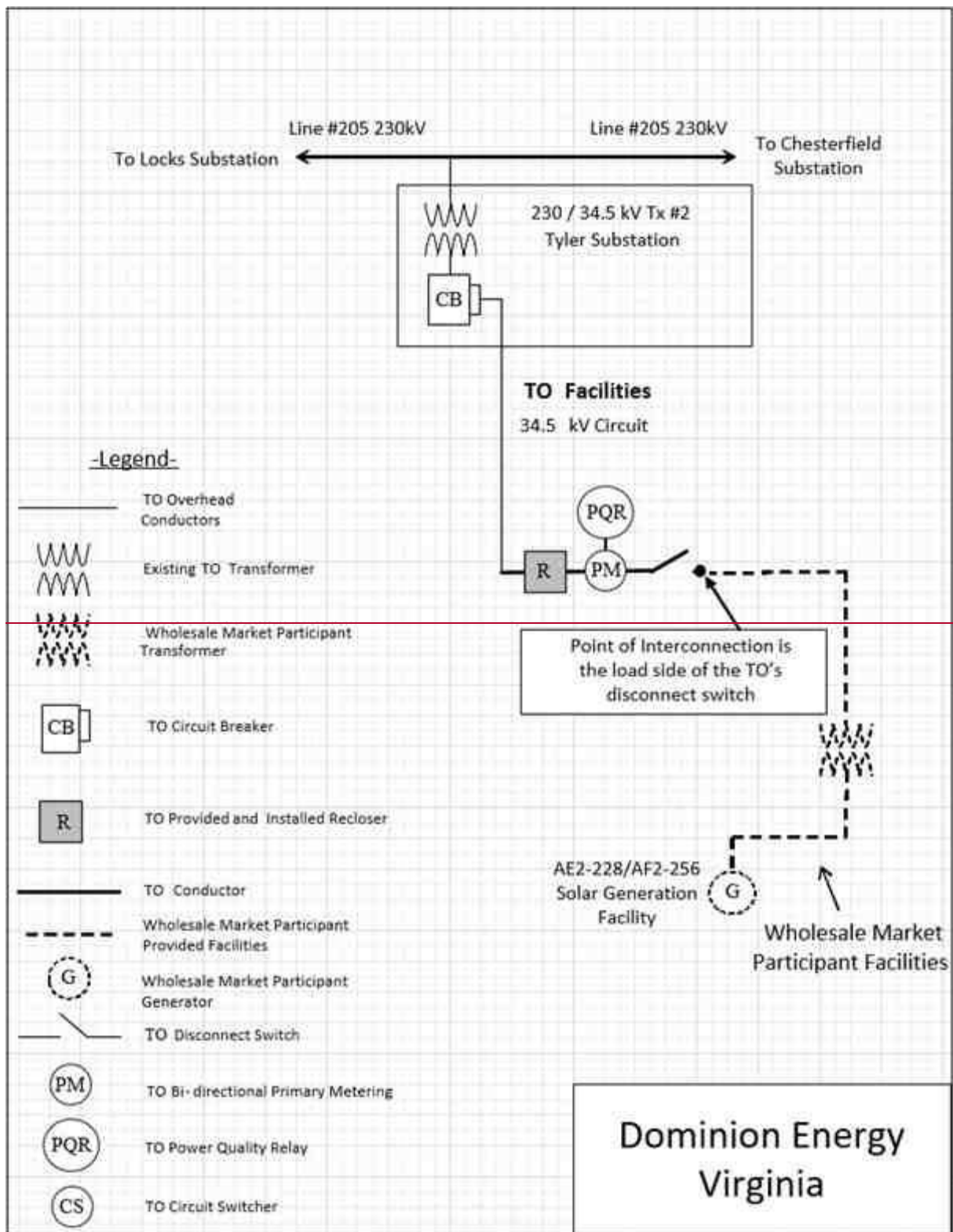
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

SCHEDULES:

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

SCHEDULE A
SINGLE-LINE DIAGRAM





SCHEDULE B

LIST OF METERING EQUIPMENT

REVENUE METERING

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

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

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

COMMUNICATION

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

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E

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

Not Required.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

ATTACHMENT B

**WMPA - Original Service Agreement No. 5837
(Clean Format)**

(PJM Queue #AE2-228)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

CHESTER SOLAR TECHNOLOGY PARK, LLC

And

VIRGINIA ELECTRIC AND POWER COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Chester Solar Technology Park, LLC
And
Virginia Electric and Power Company
(PJM Queue Position #AE2-228)**

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”), Chester Solar Technology Park, LLC (“Wholesale Market Participant”) and Virginia Electric and Power Company (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”).

WITNESSETH

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

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

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

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

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

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

Wholesale Market Participant:

Chester Solar Technology Park, LLC
939 Pearl Street, Suite 210
Boulder, Colorado 80302
Attn: Scott Leach

Email: sleach@torchcleanenergy.com
Phone: (720) 663-0578

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

Cheri Yochelson (Senior Counsel) – cheri.m.yochelson@dominionenergy.com
Mike Nester (Manager – Electric Distribution DG Integration) –
Mike.Nester@dominionenergy.com
James “Jason” Street (Electric Transmission Wholesale Contracts Administrator
II) – James.Street@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, 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 less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before December 31, 2024, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before March 30, 2025, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before October 31, 2022, 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 March 30, 2023, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.

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 #AE2-228)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: **Chester Solar Technology Park, LLC**

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 SIGNED BY THE PARTIES ON FEBRUARY 24, 2023.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And
Chester Solar Technology Park, LLC**

**And
Virginia Electric and Power Company
(PJM Queue Position #AE2-228)**

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:

Tyler 1 Solar

b. Location of Participant Facility:

Bradley Ridge Road, Chester, Virginia

GPS: 37.3300000, -77.4747000

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 20 MW

d. Description of the equipment configuration:

10 x 3 MVA Power Electronics FS3000-CU Inverter

5 x 6 MVA 34.5 / 0.69 kV GSUs

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

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 12 MW commencing June 1, 2022; 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.

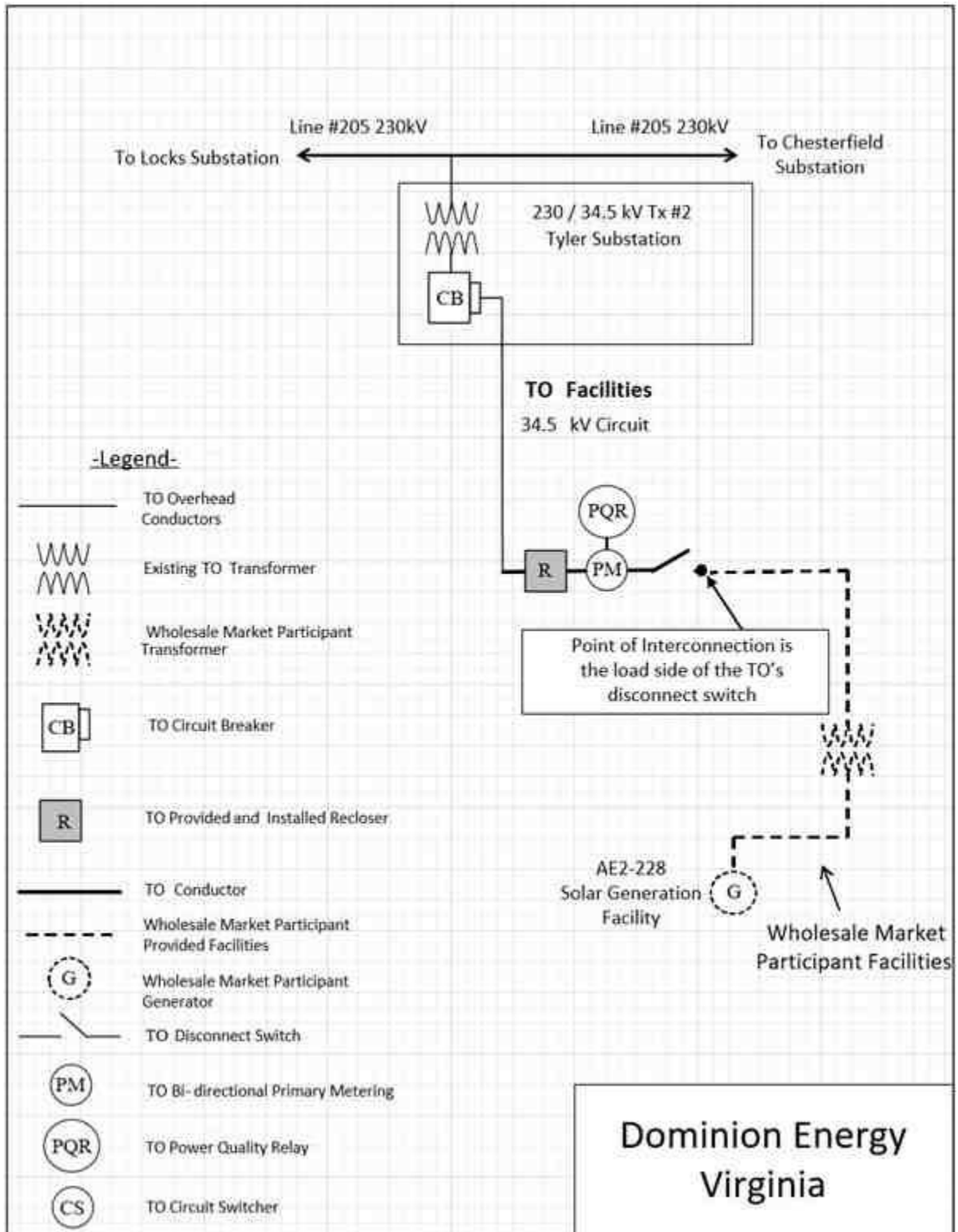
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

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 Agreement to Amend

AGREEMENT TO AMEND
By and Among
PJM Interconnection, L.L.C.
And
Chester Solar Technology Park, LLC
And
Virginia Electric and Power Company
(PJM Queue Position #AE2-228)

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Chester Solar Technology Park, LLC (“Wholesale Market Participant”), and Virginia Electric and Power Company (“Transmission Owner”) (each, 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 (“Commission”) in Docket No. ER21-299-000, designated as follows:

Type of Service Agreement	Service Agreement Number	Effective Date
Wholesale Market Participation Agreement (“WMPA”)	5837	September 30, 2020

WHEREAS, WMPA, section 2.4 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 and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties 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 Amendments. The Parties hereby agree to amend the aforementioned Service Agreement by making the changes listed in Appendix A hereto, and the amendments will not change the effective date of the Service Agreement, unless otherwise agreed by the Parties. The Parties authorize PJM to file the amended Service Agreement with the Commission without the necessity of additional signatures from Wholesale Market Participant and Transmission Owner.

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

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

IN WITNESS WHEREOF, the Parties 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 #AE2-228)

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

By: Augustine Caven Mgr., Infrastructure Coord. 2/24/2023
Name Title Date

Printed name of signer: Augustine Caven

Wholesale Market Participant: Chester Solar Technology Park, LLC

By: Hy Martin Authorized Signatory 12/1/2022
Name Title Date

Printed name of signer: Hy Martin

Transmission Owner: Virginia Electric and Power Company

By: Robert S Wright Vice President - Grid & Technical Solutions 2/24/2023
Name Title Date

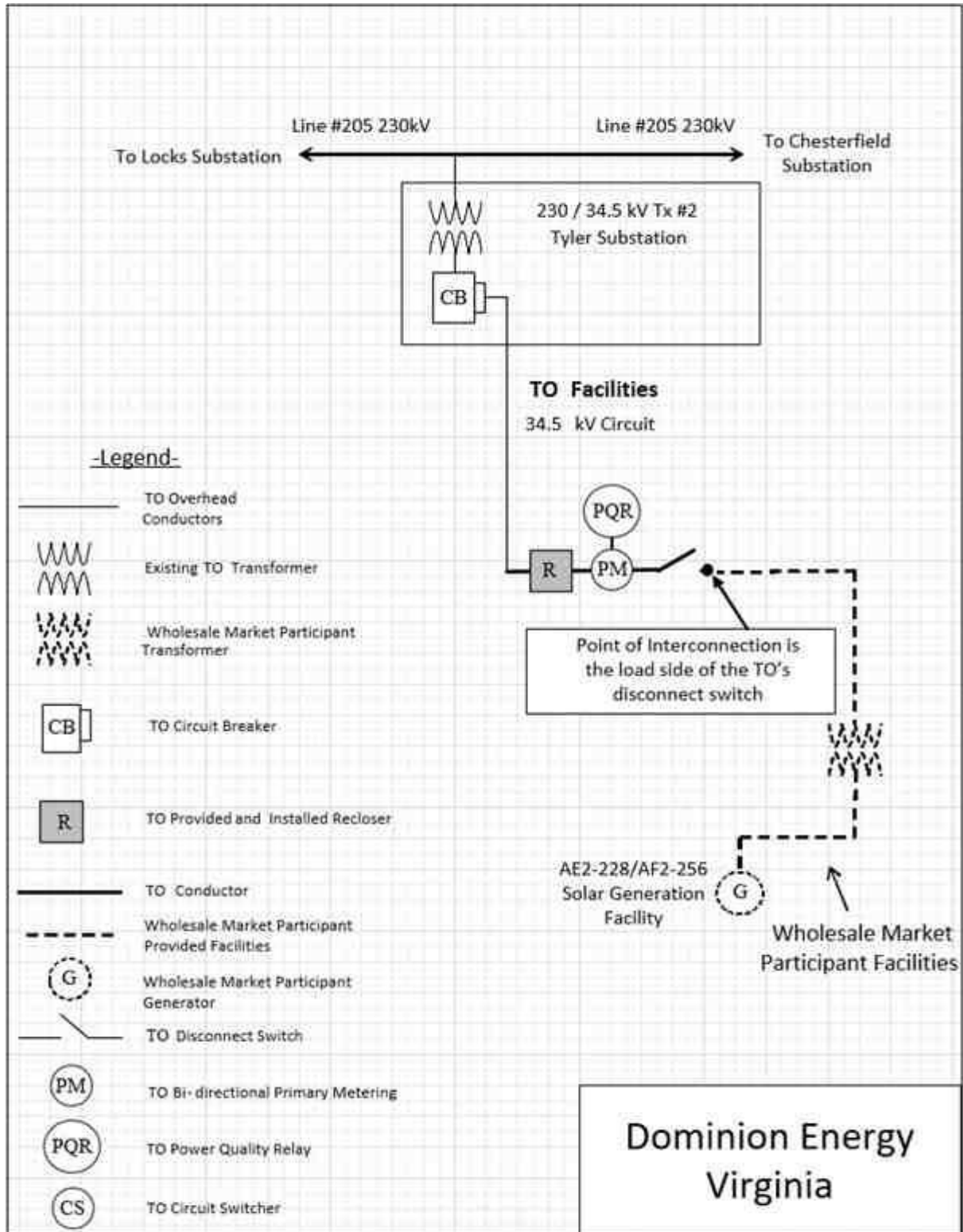
Printed name of signer: Robert S Wright

APPENDIX A

Section Changed	Changed From	Changed To	Explanation
WMPA, cover page, first page title block, signature page, and specifications page title block	AE2-228/AF2-256	AE2-228	Wholesale Market Participant withdrew Queue Position No. AF2-256.
WMPA, section 3.1.1 (Substantial Site work completed)	July 31, 2022	December 31, 2024	Milestone date changed due to delays with non-jurisdictional Interconnection Agreement.
WMPA, section 3.1.2 (Commercial Operation)	October 31, 2022	March 30, 2025	Milestone date changed due to delays with non-jurisdictional Interconnection Agreement.
WMPA, section 3.1.4 (Interconnection Agreement)	June 15, 2021	March 30, 2023	Milestone date changed due to delays with non-jurisdictional Interconnection Agreement.
WMPA, Specifications, section 1.0(a) (Name of Participant Facility)	Bradley Ridge Solar	Tyler 1 Solar	Participant Facility name change.
WMPA, Specifications, section 1.0(c) (Size in megawatts of Participant Facility)	25 MW	20 MW	Maximum Facility Output reduced to reflect removal of Queue Position No. AF2-256.
WMPA, section 2.1 (Capacity Interconnection Rights)	Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have	Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall	Capacity Interconnection Rights reduced to reflect removal of Queue Position No. AF2-256; references to interim

	<p>Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 15 MW commencing June 1, 2023; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities. These Capacity Interconnection Rights shall be available as follows:</p> <p>....</p>	<p>have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 12 MW commencing June 1, 2022; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.</p>	<p>periods and rights removed.</p>
WMPA, Schedule A (Single-Line Diagram)	See Attachment A-1	See Attachment A-2	Updated to remove reference to Queue Position No. AF2-256.

Attachment A-1



Attachment A-2

