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VIA ELECTRONIC FILING

February 26, 2021

Kim Campbell, Chief Clerk
North Carolina Utilities Commission
Dobbs Building
430 North Salisbury Street
Raleigh, North Carolina 27603

Docket No. E-100, Sub 167

Dear Ms. Campbell:

Attached for filing in the above referenced docket are all **public** contracts and amendments signed in 2020 between Virginia Electric and Power Company and qualifying facilities. This filing is in accordance with the Order dated May 7, 1987 in Docket No. E-100, Sub 53, which stated that negotiated contracts between a utility and a qualifying facility must be submitted.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

/s/ Lauren W. Biskie

Lauren W. Biskie
Senior Counsel

Enclosures

OFFICIAL COPY

Feb 26 2021

**AGREEMENT FOR THE SALE
OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AGREEMENT, effective this 26th day of August, 2020, (the “Effective Date”) by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation with its principal office in Richmond, Virginia, doing business as Dominion Energy Virginia hereinafter called “Dominion Energy Virginia” or the “Company”, and Energix Buckingham, LLC, a Delaware limited liability company, with its principal office in 2311 Wilson Blvd., Suite 640, Arlington, Virginia, hereinafter called “Operator.” Both Dominion Energy Virginia and Operator also are herein individually referred to as “Party” and collectively referred to as “Parties”.

RECITALS

WHEREAS, the Virginia State Corporation Commission (“SCC”) has adopted a rate schedule described in this Agreement below as **Virginia Schedule 19** applicable to Qualifying Facilities (or “QF” as that term is defined in 18 C.F.R. § 292);

WHEREAS, Operator desires to develop, design, construct, own and operate a solar electric generating facility with a total net capacity rating not to exceed 20,000 kW_{AC} (the “Maximum Net Capacity”) to be located at Cumberland, Virginia, and the name of the facility shall be Buckingham II Solar (the “Facility”);

WHEREAS, the Facility will be located in the retail service area of Company and directly interconnected to Company’s electric distribution and/or transmission systems;

WHEREAS, Operator has obtained self-certification of the Facility as a qualifying facility (“QF”) as that term is defined in 18 C.F.R. 292 and pursuant to federal law set forth in the Public Utility Regulatory Policies Act of 1978 (“PURPA”) (codified at 16 U.S.C. 796, et seq.), with a total net capacity rating no greater than the Maximum Net Capacity and intends to maintain its status as a QF with such Maximum Net Capacity throughout the term of this Agreement; and

WHEREAS, the Parties hereto wish to contract pursuant to Schedule 19 for the sale of electrical output from the Facility to be operated by Operator.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto contract and agree with each other as follows:

Article 1: Parties’ Purchase and Sale Obligations

1.1 *Parties’ Purchase and Sales Obligations:* Operator agrees to sell and deliver exclusively to Company and Company or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and capacity) made available for sale from the Facility on an excess sale

arrangement. In addition, Operator has elected to contract under the Company's avoided cost tariff as described more fully in Article 5 and Exhibit C. Operator elects to provide for the supply of energy up to the Facility's Maximum Net Capacity and capacity up to 14,000 kW_{AC} (the "Contracted Capacity") per Virginia Schedule 19 paragraph III.A, or to provide for energy only per Virginia Schedule 19 paragraph III.B. Operator and Company acknowledge and agree that the electrical output sold to Company under this agreement does not include renewable energy certificates, nor is this agreement in any way intended to satisfy any Company obligations arising under a renewable energy portfolio standard program or otherwise pursuant to Virginia law. Operator expressly retains all current and future renewable, environmental and other attributes, including without limitation any renewable energy certificates, tax credits and other economic incentives, associated with electrical output (including energy and capacity) sold under this agreement.

1.2 *Company's Right To Reduce or Cease Deliveries*: Company's obligation to purchase and to take delivery of energy and capacity shall be excused for causes including, but not limited to an outage, equipment failure, equipment replacement, planned, routine or emergency maintenance, or other similar event associated with the reliability and safety of Company's electrical system as determined by Company.

Article 2: Term and Commercial Operations Date

This Agreement shall commence on the Effective Date and, unless earlier terminated under any other provision of this Agreement, shall continue in effect for a period of thirteen (13) years from the commercial operations date ("COD"). The COD shall be the first date that all of the following conditions have been satisfied:

- (a) The Facility has been permanently constructed, synchronized with and has delivered electrical output to the Company system and such action has been witnessed by an authorized Company employee;
- (b) After completion of item a) above, Company has received written notice from Operator specifying the COD and certifying that the Facility is ready to begin commercial operations as a QF;
- (c) Operator and Company (and/or the PJM Interconnection, L.L.C. or other operator of the Dominion Energy Virginia transmission system, as applicable) have executed an interconnection service agreement for delivery of capacity and energy generated by the Facility onto the Company's electrical system ("Interconnection Agreement"), a copy of which has been provided to Company;
- (d) The Facility is a QF as evidenced by Operator providing a copy of its currently effective Form 556 self-certification or formal FERC QF certification order;

- (e) Operator has provided Company with sufficient written evidence that Operator will be in compliance with Article 9 of this Agreement; and
- (f) Operator has provided to Company the Facility's Certificate of Public Convenience and Necessity ("CPCN") or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities or Permit by Rule, as applicable, to be included herewith as Exhibit F.

Article 3: Maximum Net Capacity, Energy Payments, Capacity Payments & Scheduled Outages

3.1 *Maximum Net Capacity:* The net capacity of the Facility shall not exceed the Maximum Net Capacity without the Company's prior written consent.

3.2 *Energy Payments:* Purchase payments for the supply of energy will be made in accordance with Virginia Schedule 19 paragraph IV.A for energy provided up to the Maximum Net Capacity.

3.3 *Capacity Payments:* Purchase payments for the supply of capacity will be made in accordance with Virginia Schedule 19 paragraph IV.B for capacity provided up to the Contracted Capacity as defined in Article 1.1. For purposes of this Agreement, "net capacity" as described in the calculation of the Summer Peak Performance Factor (SPPF) in Virginia Schedule 19 paragraph IV.B shall refer to Contracted Capacity.

3.4 *Scheduled Outages:* Operator shall provide written notice of any Scheduled Outage in advance of such Scheduled Outage to the maximum extent practicable, but in no event less than thirty (30) days prior to the Scheduled Outage. For the purpose of this Agreement, "Scheduled Outage" means a planned cessation of generation of the Facility that is required for inspection, preventive maintenance and corrective maintenance of the Facility. Operator shall only plan Scheduled Outages during periods approved by the Company, and such approval shall not be unreasonably withheld. In no event shall Operator plan any Scheduled Outage during the period commencing June 1 and extending through September 15 of any year during the Term hereunder.

Article 4: Attachments

The following documents are attached hereto and are made a part hereof:

Exhibit A: Quarterly Status Report Contents

Exhibit B: General Terms and Conditions

- Exhibit C: Virginia Schedule 19
- Exhibit D: Map and related written description identifying the specific location of the Facility in the City or County designated herein
- Exhibit E: Evidence of QF Status on the Effective Date
- Exhibit F: Certificate of Public Convenience and Necessity, letter filed for Virginia State Corporation Commission's Application for Construction of Electric Generating Facility Requirement if Facility is less than 5MWs, or Permit by Rule, as applicable.

Article 5: Pricing

Payments for all energy and capacity purchased hereunder shall be determined by the provisions for payments in the Virginia Schedule 19 tariff included herewith as Exhibit C and pursuant to Article 3. Payments for all energy and capacity purchased hereunder shall be on a cents per kilowatt-hour basis.

Payments for capacity will begin on the COD. All energy delivered prior to the COD shall be paid pursuant to Virginia Schedule 19, Article V: Payments of Company Purchases of Energy Only.

Article 6: Regulatory Pricing Disallowment

Should the SCC or other regulatory or legal body having jurisdiction (such as the Federal Energy Regulatory Commission): (i) not allow some or all future payments to non-utility generators (generally or to Operator specifically) for energy or capacity or both to be included in Dominion Energy Virginia's rates charged to customers, (ii) at any time prohibit Dominion Energy Virginia from recovering from its customers sums related to payments previously made to non-utility generators (generally or to Operator specifically), or (iii) order Dominion Energy Virginia to pay back to its customers sums related to amounts collected as a result of payments to non-utility generators (generally or to Operator specifically) (hereinafter the sums referred to in both (ii) and (iii) above specifically relating to payments to Operator shall be referred to individually and collectively as the "Disallowed Payments"), Dominion Energy Virginia shall provide notice to the Operator, and the Parties agree to make good faith efforts to resolve the discrepancy between (a) payments due under this Agreement and (b) payments exclusive of Disallowed Payments that Dominion Energy Virginia can recover from its customers. Should the Parties fail to resolve this discrepancy within sixty (60) days of Dominion Energy Virginia's notice, either Party shall have the right to terminate this Agreement with thirty (30) days' notice.

Article 7: Operator's Pre-COD Obligations

(a) Status Report. After execution of this Agreement and until the COD, Operator shall deliver a quarterly status report to the Company with the information set forth in

Exhibit A. This status report shall be delivered to Company on or before the following dates each year: January 15, April 15, July 15, and October 15.

(b) Commencement of Construction. The Facility will be considered to have commenced construction on the first day upon which all of the following have occurred: (1) the issuance by Operator to its construction contractor for the Facility of a written unconditional notice-to-proceed with unrestricted construction activities for the Facility; (2) the mobilization of major construction equipment and construction facilities on the Facility site; and (3) the commencement of major structural, excavation, and structural concrete work relating primarily but not exclusively to a major component of the Facility such as the power island or the ground mounting systems for solar panels and inverters consistent with having commenced a continuous process of construction relating to the Facility. The anticipated COD is October 2020.

Article 8: Early Termination

(a) Defaults with No Cure Period. Operator and Company agree that Operator's failure to comply with any of the following will be a material breach of this Agreement and shall result in Company's right to early termination of this Agreement upon written notice to Operator, but without being subject to a cure period:

(i) failure to commence construction of the Facility, as defined in Article 7, within eighteen months after the Effective Date, and provide Company with written notice thereof;

(ii) delivery or supply of electrical output to any entity other than Company or its agent, assignee or successor;

(iii) the net capacity of the Facility exceeds the Maximum Net Capacity without Company's prior written approval;

(iv) failure at any time following COD to maintain the Interconnection Agreement in full force and effect unless such failure is due to Company's breach of the Interconnection Agreement; or

(v) failure to generate and deliver any energy and capacity from the Facility for more than 180 consecutive days at any time after COD; provided, however, if such failure is due to Force Majeure as defined in Exhibit B and Operator has complied with the requirements of Exhibit B with respect to such Force Majeure, then Company may not terminate this Agreement unless the failure lasts for three hundred sixty-five consecutive days.

(vii) Reserved.

(b) Defaults with Cure Period. Operator and Company agree that the following events if not cured by Operator within thirty days of notice from Company shall constitute a default giving Company the right to terminate this Agreement:

(i) failure to meet the requirements necessary to maintain QF status (formal or self-certification at the Operator's option) or revocation of its QF status (formal or self-certification, as applicable) for any reason;

(ii) failure to perform in any material way, any other obligations, which failure would not constitute an individual event of default under Section 8(a); or

(iii) failure to provide two (2) consecutive status reports in accordance with Article 7.

Notwithstanding any cure period, Company shall not be obligated to purchase any energy or capacity under this Agreement while such default remains uncured. If Operator fails to cure its non-performance within thirty (30) days of Company's notice, Company shall have the right to terminate this Agreement. Operator agrees that if this Agreement is terminated by Company for Operator's non-performance prior to the end of the term of this Agreement, then, Company shall have all rights and remedies available at law or in equity.

(c) Operator's Right to Terminate Contract: Notwithstanding anything herein to the contrary or otherwise, Company expressly acknowledges and agrees that, in any year in which Operator receives notice from Company that the Facility's SPPF for the following year will be less than 1.0 as described in Article IV.B of the Schedule 19 Tariff, within thirty (30) days of receiving such notice Operator may unilaterally terminate this Agreement, to be effective thirty (30) days after providing written notice to Company.

Article 9: Representations and Warranties

Operator represents and warrants that it has the right to operate the Facility in accordance with the terms of this Agreement. Operator further represents and warrants that all permits, approvals, and/or licenses necessary for the operation of the Facility will be obtained prior to the COD and shall be maintained throughout the Term of this Agreement. Operator shall provide such documentation and evidence of such right, permits, approvals and/or licenses as Company may reasonably request, including without limitation air permits, leases and/or purchase agreements.

Article 10: Notices and Payments

All notices required hereunder and all other correspondence and payments concerning this Agreement shall be to the Parties' representative at the addresses below. Either Party may change the address by providing written notice to the other Party. All notices required to be in writing shall be sent by any of the following methods: hand delivery, reputable overnight courier, certified mail return receipt requested, or mutually acceptable electronic means. A notice shall be effective on the Business Day when received if received during 7:30 am to 5:30 pm on a Business Day; otherwise, the notice shall be deemed to have been received on the following Business Day. A "Business Day" is defined as Monday through Friday excluding the holidays recognized by the Company. As of the Effective Date, Company recognized holidays are New Year's Day, Martin

Luther King's Birthday (as celebrated on the 3rd Monday in January of each year), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day following Thanksgiving Day, Christmas Eve Day, and Christmas Day. In the event there is any change in the holidays currently observed by Company, Company shall notify Operator in writing.

Company:

VIRGINIA ELECTRIC AND POWER COMPANY
Power Contracts (17-N)
600 East Canal Street
Richmond, VA 23219
Email: PowerContracts@DominionEnergy.com
Attention: Manager, Power Contracts

Operator:

ENERGIX BUCKINGHAM, LLC
2311 Wilson Blvd., Suite 640,
Arlington, VA 22201
Email: itamar@energix-us.com
Attention: VP Business Development

Article 11: Integration of Entirety of Agreement

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement with respect to the purchase and sale of electrical output generated by the Facility. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

IN WITNESS WHEREOF, the Parties hereto have caused their names to appear below, signed by authorized representatives as of the date first shown above.

ENERGIX BUCKINGHAM LLC

By: 

Printed name: Asa Levinger ; Oren Frenkel

Title: _____

Date: 8/15/20

VIRGINIA ELECTRIC AND POWER COMPANY

By: 

Printed name: Scott Gaskill

Title: Authorized Representative

Date: 8/26/2020

EXHIBIT A

The quarterly status reports required by Article 7 shall include the following information and any additional information that may be reasonably requested by Company:

- Status of financing and expected closing date
- Notification and status of any plans to change control or ownership of the project
- Site location and acreage
- EIA Plant Code
- Description of construction status
- Timeline of construction to include:
 - Start date of construction
 - Construction completion date
 - Date for start-up and testing
- Timeline for interconnection through completion
- Current interconnection status
- Status of required permits
- Notice of any changes, modifications, or assignment of CPCN or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities and QF Status
- Summary of anticipated design components including transformer voltages and maximum output in AC & DC
- Estimated COD

EXHIBIT B
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Company. Company may withhold such consent if it determines, in its sole discretion that such assignment would not be in the best interests of Company or its customers. Any attempted assignment that Company has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay the Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$12,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of the Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

Operator shall indemnify and save harmless and, if requested by Company, defend Company, its officers, directors and employees from and against any and all losses and claims or demands for damages to real property or tangible personal property (including the property of Dominion Energy Virginia) and injury or death to persons arising out of, resulting from, or in any manner caused by the presence, operation or maintenance of any part of Operator's Facility; provided, however, that nothing herein shall be construed as requiring Operator to indemnify Company for any injuries, deaths or damages caused by the sole negligence of Company.

Operator shall hold General Liability Insurance specifically and solely for the Facility with limits of \$2,000,000 each occurrence and in the aggregate, which amount shall be modified using commercially reasonable standards in accordance with any prior written notice by the Company. Operator agrees to have Dominion Energy Virginia named as an additional insured and shall keep such coverage current throughout the term of this Agreement. Operator shall initially provide the Company written evidence of liability insurance coverage prior to the COD. Thereafter, it shall provide additional documentation evidencing current coverage when requested by the Company. In addition, Operator shall provide thirty (30) days prior written notice of any cancellation or non-renewal of such coverage.

III - QF Certification

Operator represents and warrants that its Facility meets the QF requirements established as of the Effective Date of this Agreement by the FERC's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to maintain QF status throughout the term of this Agreement. Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to status of the Facility as a QF. If requested by Company prior to May 1 of any year, Operator agrees to provide by July 1 of the same year to Company for the preceding year sufficient for

Company to determine the Operator's continuing compliance with its QF requirements, including but not limited to:

- (a) All information required by FERC Form 556;
- (b) Copy of the Facility's currently effective FERC Form 556 or formal FERC certification, as applicable and any subsequent revisions or amendments;
- (c) Where applicable, a copy of any contract executed with a thermal host;
- (d) Where applicable, identification of the amount of each type of fuel used per month and average heating value for each type of fuel, which will be used to determine the Total Energy Input. These values should be verifiable by auditing supporting documentation;
- (e) Where applicable, identification of each of the QF's useful thermal output(s) for each month, including temperature, pressure, amount of thermal output delivered, temperature and amount of condensate returned (if applicable) and the conversion to Btus. These values should be verifiable by auditing supporting documentation;
- (f) Identification of the QF's useful power output for each month. These values should be verifiable by auditing supporting documentation;
- (g) Where applicable, drawings, heat balance diagrams and a sufficiently detailed narrative describing the delivery of useful thermal output including the location, description, and calibration data for all metering equipment used for QF calculations; and
- (h) Company may request additional information, as needed, to monitor the QF requirements.

IV - Consequential Damages

In no event shall either Party be liable to the other for any special, indirect, incidental or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the Parties expressly set forth in this Agreement.

V - Amendments, Waivers, Severability and Headings

This Agreement, including the appendices thereto, can be amended only by agreement between the Parties in writing. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the Parties shall be deemed to be reduced only as much as may be required to remove

the impediment. The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

VI - Compliance with Laws

Operator covenants that it shall comply with all applicable provisions of Executive Order 11246, as amended; § 503 of the Rehabilitation Act of 1973, as amended; § 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and implementing regulations set forth in 41 C.F.R. §§ 60.1, 60-250, and 60-741 and the applicable provisions relating to the utilization of small minority business concerns as set forth in 15 U.S.C. § 637, as amended. Operator agrees that the equal opportunity clause set forth in 41 C.F.R. § 60-1.4 and the equal opportunity clauses set forth in 41 C.F.R. § 250.5 and 41 C.F.R. 60-§741.5 and the clauses relating to the utilization of small and minority business concerns set forth in 15 U.S.C. § 637(d) (3) and 48 C.F.R. § 52-219.9 are hereby incorporated by reference and made a part of this Agreement. If this Agreement has a value of more than \$500,000, Operator shall adopt and comply with a small business and small disadvantaged business subcontracting plan which shall conform to the requirements set forth in 15 U.S.C. § 637(d)(6). The provisions of this section shall apply to Operator only to the extent that:

- (a) such provisions are required of Operator under existing law;
- (b) Operator is not otherwise exempt from said provisions; and
- (c) Compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000 et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement.

Operator shall: (a) maintain the Facility in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion Energy Virginia may refuse to accept deliveries of power hereunder.

Company may enter Operator's premises: (a) to inspect Operator's protective devices at any reasonable time; (b) to read or test meters and metering equipment; and (c) to disconnect, without notice, the Facility if, in Company's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Dominion Energy Virginia facilities or other customers' facilities from damage or interference caused by Operator's Facility or lack of properly operating protective devices. Company will endeavor to notify Operator as quickly as practicable if disconnection occurs as provided in (c) above. Any inspection of Operator's protective devices

shall not impose on Company any liabilities with respect to the operation, safety or maintenance of such devices.

VIII - Metering

Dominion Energy Virginia will meter all electrical output delivered from the Facility on the high voltage side of the step up transformer(s).

Operator agrees to pay an administrative charge to Company to reflect all reasonable costs incurred by Company for meter reading and billing, also referred to as metering charges. The monthly meter reading and billing charge shall change from time to time when the SCC approves a different charge in Virginia Schedule 19.

In addition, Operator agrees to pay any fees required to provide and maintain leased telephone lines required for meter reading by Dominion Energy Virginia.

IX - Billing and Payment

Dominion Energy Virginia shall read the meter in accordance with its established meter reading schedule (the "Billing Period"). Operator shall pay the monthly metering charge set forth in Article II of Virginia Schedule 19 to cover the cost of meter reading and processing, as such charge may be amended from time to time subject to SCC approval. By the first business day after thirty days following the meter read date, Company shall make payment to Operator equal to the amount owed for the Contracted Capacity, the Maximum Net Capacity and the delivered energy including line loss. All payments shall be by wire transfer to Operator's wire account or as otherwise reasonably requested in writing by Operator. At Company's option, (i) Company may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Company may invoice Operator for such charges separately. Payment by Company shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess of any payments due Operator, Company shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

In the event that any data required for billing purposes hereunder are unavailable when required for such billing, the unavailable data shall be estimated by Company, based upon historical data. Such billing shall be subject to any required adjustment in a subsequent billing month.

Operator agrees that Company shall be entitled to withhold sufficient amounts due pursuant to this Agreement to offset (a) any damages to Company resulting from any breach of this Agreement by Operator, and (b) any other amounts Operator owes Company, including amounts arising from sales of electricity by Company to Operator, metering charges and Interconnection Facilities charges.

In no event shall Company be liable to Operator for any capacity payments in excess of the amounts contracted for herein, regardless of the ultimate length of this Agreement or revisions to Virginia Schedule 19 or successor schedules. Operator hereby agrees to accept the capacity payments as set forth herein as its sole and complete compensation for delivery of capacity to Company.

X - Force Majeure

Neither Party shall be considered in default under this Agreement or responsible to the other Party in tort, strict liability, contract or other legal theory for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service or any other failure to perform any of its obligations hereunder to the extent such failure occurs without fault or negligence on the part of that Party and is caused by factors beyond that Party's reasonable control, which by the exercise of reasonable diligence that Party is unable to prevent, avoid, mitigate or overcome, including without limitation storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or public enemy, action or inaction of a court or public authority, fire, sabotage, war, explosion, curtailments, unscheduled withdrawal of facilities from operation for maintenance or repair or any other cause of similar nature beyond the reasonable control of that Party (any such event, "Force Majeure"). Solely economic hardship of either Party shall not constitute Force Majeure under this Agreement. Nor shall anything contained in this paragraph or elsewhere in this Agreement excuse Operator or Company from strict compliance with the obligation of the Parties to comply with the terms of Article IX of this Exhibit B relating to timely payments.

Each Party shall have the obligation to operate in accordance with Good Utility Practice (as defined below) at all times and to use due diligence to overcome and remove any cause of failure to perform.

If a Party relies on the occurrence of an event of Force Majeure described above as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the Force Majeure event shall:

- a) Provide within forty-eight (48) hours written notice of such Force Majeure event or potential Force Majeure to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder;
- b) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) Expeditiously take action to correct or cure the Force Majeure event excusing performance; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;
- d) Exercise all reasonable efforts to mitigate or limit damages to the other Party; and

e) Provide prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance. All performance obligations hereunder shall be extended by a period equal to the term of the resultant delay.

If a Party responding to a Force Majeure event has the ability to obtain, for additional expenditures, expedited material deliveries or labor production which would allow a response to the event in a manner that is above and beyond Good Utility Practice, and such a response could shorten the duration of the Force Majeure event, the Party responding to the event may, at its discretion, present the other Party with the option of funding the expenditures for expediting material deliveries or labor production in an effort to reduce the duration of the event and economic hardship. Each such opportunity will be negotiated on a case-by-case basis by the Parties.

For purposes of this Agreement, “Good Utility Practice” shall mean any of the applicable practices, methods, standards, guides or acts: required by any governmental authority, regional or national reliability council, or national trade organization, including NERC, SERC, or the successor of any of them, as they may be amended from time to time whether or not the Party whose conduct is at issue is a member thereof; otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period which in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, good business practices, generation, transmission and distribution reliability, safety, environmental protection, economy and expediency. Good Utility Practice is intended to be acceptable practices, methods, or acts generally accepted in the region, or any other acts or practices as are reasonably necessary to maintain the reliability of the Transmission System (as defined in the Interconnection Agreement), or of the Facility, and is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others.

XI – Confidentiality

(a) Each Party agrees that it will treat in confidence this Agreement and all documents, materials, and other information which it shall have obtained regarding the other Party during the course of the negotiations leading to, and its performance of, this Agreement whether obtained before or after the date of this Agreement and whether disclosed in oral written, graphic, or electronic form (such documents, materials, and other information deemed “Confidential Information”). The Parties shall use their respective best efforts to protect Confidential Information against disclosure by employing the same measures to protect such Confidential Information as each such Party uses to protect its own non-public, confidential or proprietary information, but in no event less than commercially reasonable measures, and otherwise in accordance with the provisions of this Article XI. Specifically, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any person, corporation or other entity the Confidential Information without the prior written consent of the Party providing the Confidential Information, except a receiving Party may disclose Confidential Information to its affiliates, board members, officers, employees, agents, consultants, contractors, potential investors and Facility Lenders and other representatives (“Representatives”) who in each case have a legitimate need for such Confidential Information and are instructed by such receiving Party to keep such Confidential Information confidential. Each Party agrees that it shall be responsible for

ensuring that its Representatives to whom it discloses Confidential Information keep such information confidential in accordance with the requirements of this Article XI.

(b) The Parties acknowledge that either Party may, from time to time, be required to provide information pertaining to this Agreement, or its subject matter, to the SCC, FERC, or other federal, state or local regulatory bodies having jurisdiction over the Party (and, as applicable, its rates, facilities, or operations) as such regulatory bodies may require and subject to the Party's good faith efforts to obtain confidential treatment of such information as may relate to this Agreement. To the extent that a Party is required to release such information, the Party releasing such information shall give prompt prior written notice of its intention to the other Party and cooperate with such Party's efforts to prevent or restrict disclosure of such information and use reasonable efforts to structure the release of such information so as not to identify that this Agreement was the source of such information.

(c) The Parties agree that, in the event of a breach or threatened breach of the terms of this Article XI by either Party, the non-breaching Party shall be entitled to an injunction, without the requirement to post bond, prohibiting any such breach or disclosure, or further disclosure, of any Confidential Information. In addition to injunctive relief, disclosing Party shall have all other rights and remedies afforded it by law, except as otherwise limited by this Agreement.

The provisions of this Article XI shall survive the termination of this Agreement for a period of two (2) years following the date of such termination.

EXHIBIT C

Exhibit C is a copy of Virginia Schedule 19

Schedule 19
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

OFFICIAL COPY

Feb 26 2021

I. APPLICABILITY & AVAILABILITY

This Schedule is applicable to any Cogenerator or Small Power Producer (Qualifying Facility), as defined in the Public Utility Regulatory Policies Act of 1978 (PURPA), which desires to provide all or part of its electrical output to the Company on an energy and capacity or on an energy only basis, and which has a net capacity of 20,000 kW or less, and enters into an agreement for the sale of electrical output to Virginia Electric and Power Company (Agreement).

No developer, or any affiliate of a developer, shall be permitted to locate a Schedule 19 facility within one-half mile of any other Schedule 19 facility owned or operated by such developer or any affiliate of such developer unless:

- a. Such facilities provide thermal energy to different, unaffiliated hosts; or
- b. Such facilities provide thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs; or
- c. Such facilities utilize a renewable resource that may be subject to geographic siting limitations, such as hydroelectric, solar or wind power facilities.

This Schedule is available to a Qualifying Facility (QF) which enters into an Agreement with the Company during the effective period of this Schedule, and which achieves Commercial Operation in accordance with the provisions of its Agreement (Commercial Operations) on or after January 1, 2006.

II. MONTHLY BILLING TO THE QF

The provision of Electric Service from the Company to the QF will be in accordance with any applicable filed rate schedule. A QF that elects to sell electrical output from its generation facility will be billed a monthly charge as follows to cover the cost of meter reading and processing:

1. For QFs requiring only one non-time differentiated meter: \$5.34.
2. For QFs requiring only one time differentiated meter: \$62.54.
3. For QFs requiring two time differentiated meters: \$98.60.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

III. CONTRACT OPTIONS

QFs with a net capacity of 10 kW or less shall elect, from the following two options, the manner in which the QF shall operate and provide its electrical output to the Company. This election shall be contracted for and made a part of the QF's Agreement. QFs with a net capacity greater than 10 kW but less than or equal to 20,000 kW must contract for the supply of both energy and capacity to the Company, in accordance with Paragraph III. A., below. Purchase payments, if any, to the QF for the supply of energy and/or capacity to the Company shall be based on this contractual designation.

- A. Supply of Energy and Capacity: A QF shall contract for the supply of both energy and capacity to the Company, except as may be permitted pursuant to Paragraph III. B., below. The level of capacity that the QF contracts for shall not exceed 20,000 kW. The supply of both energy and capacity shall require the installation of one (or two, if necessary) time differentiated meter(s) to measure the hourly output of the QF's generation facility.
- B. Supply of Energy Only: A QF with a net capacity of 10 kW or less may elect to contract for the supply of only energy to the Company. A QF electing this option will not be eligible for capacity payments. Election of this option shall require the installation of a non-time differentiated meter to measure the monthly output of the QF's generation facility.

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY

A QF that supplies both energy and capacity to the Company, in accordance with Paragraph III. A., above, shall receive purchase payments as follows:

- A. Energy Purchase Payments
 - 1. Purchase payments for the supply of energy by the QF to the Company will be based on an hourly energy purchase price (cents per kWh) that is calculated using the hourly \$/MWh PJM Interconnection, LLC (PJM) Dom Zone Day Ahead Locational Marginal Price (DA LMP) divided by 10, and multiplied by the hourly net generation as recorded on the Company's time differentiated meter.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

2. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
3. In lieu of the line loss percentage in Paragraph IV. A.2., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

B. Capacity Purchase Payments

Purchase payments for the supply of capacity by the QF to the Company will be made based upon the QF's daily net on-peak generation multiplied by that corresponding day's on-peak capacity purchase price, as calculated, below. If applicable, the purchase payment for capacity may be modified by application of the Summer Peak Performance Factor (SPPF), as described, below. The on-peak hours for every day are from 7 AM to 11 PM. Off-peak hours are defined as all other hours.

Beginning June 1, 2007, and for each June 1, thereafter, PJM will establish the Reliability Pricing Model capacity resource clearing price for each PJM zone, shown as a \$/MW/day price, that will be applicable through the following May 31. Such prices will be the clearing results from PJM's Base Residual Auction. Using the price for the Dom Zone (initially identified on the PJM website as "Dom_PZonal"), the Company will calculate an on-peak capacity purchase price (cents per kWh) for each day by dividing the Dom Zone \$/MW/day price by 16 hours, and further dividing the result by 10, rounded to the nearest one-thousandth cent. The resulting cents per kWh on-peak capacity purchase price will be applied to the QF's net on-peak generation for the corresponding day, to provide for the daily capacity purchase amount. The sum of the daily capacity purchase amounts for the billing month will constitute the monthly capacity purchase payment to the QF, unless modified by application of the SPPF, below.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

Initially, a QF's SPPF will be 1. Once a QF has achieved Commercial Operations and such operation encompasses at least a full Summer (defined by PJM as June 1 through September 30, inclusive), the following January billing month, and for each January billing month thereafter, an SPPF will be calculated that is based on the QF's operation during the five (5) PJM coincident peak hours ("CP Hours"), as posted by PJM, during the Summer of the previous calendar year. The QF's SPPF is equal to the number of CP Hours in which the QF generated at or greater than 75% of its net capacity, divided by 5. Therefore, the SPPF could be 0, .2, .4, .6, .8, or 1. The QF's SPPF will be applied to the monthly capacity purchase payment for each billing month of the current calendar year.

V. PAYMENT OF COMPANY PURCHASES OF ENERGY ONLY

A QF that supplies only energy to the Company, in accordance with its election in Paragraph III. B., above, shall receive purchase payments as follows:

- A. Purchase payments for the supply of only energy by the QF to the Company will be based on an energy purchase price (cents per kWh) that is calculated using the average of the hourly \$/MWh Dom Zone DA LMP for the QF's billing month divided by 10, and multiplied by the net generation as recorded on the Company's non-time differentiated meter.
- B. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
- C. In lieu of the line loss percentage in Paragraph V. B., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The Company shall own and install any interconnection facilities on the Company side of the meter required for the QF to sell energy to the Company. The costs associated with these facilities will be borne by the QF. These costs include, but are not limited to, the costs of connection, switching, metering, transmission, distribution, safety provisions, telephone lines, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the facilities necessary to permit interconnected operations with the QF. The QF shall pay for these interconnection costs by either of the following methods:
1. A one-time lump-sum payment equal to the estimated new installed cost of all interconnection facilities provided by the Company multiplied by the appropriate tax effect recovery factor (if applicable), plus the appropriate monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission.
 2. A continuous monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission which is designed to recover over time the estimated new installed cost of all interconnection facilities and their related operating expenses.

The QF will also be responsible for payment to the Company for the cost of removing the interconnection facilities at the conclusion of the QF's Agreement. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION (Continued)

- C. In addition to the costs in Paragraph VI.B., above, the actual costs associated with relocating and/or rearranging existing facilities to allow interconnected operation will also be borne by the QF. A monthly charge shall not apply to these costs. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.
- D. The QF shall have equipment specifications and plans for control devices interconnection facilities, and protective devices approved by the Company in advance of energizing the facility.
- E. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- F. Upon request by the Company, the Cogenerator or Small Power Producer must demonstrate that the facility is a Qualifying Facility as defined by PURPA.
- G. The Company shall have the right to reduce the energy received from a QF during periods when a minimum load condition exists on the Company's system. These reductions will be within the design limits of each QF's equipment and will be limited to 1,000 off-peak hours in any calendar year.

VII. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

The provisions of this schedule, including the rates for purchase of electricity by the Company, are subject to modification at any time in the manner prescribed by law, and when so modified, shall supersede the rates and provisions hereof. However, payments to QFs with contracts for a specified term at payments established at the time the obligation is incurred shall remain at the payment levels established in their contract.

VIII. TERM OF CONTRACT

The term of contract shall be mutually agreed upon, but not less than one year.

EXHIBIT D

Exhibit D is a map and written description identifying the specific location of the Facility and is provided by the Operator.

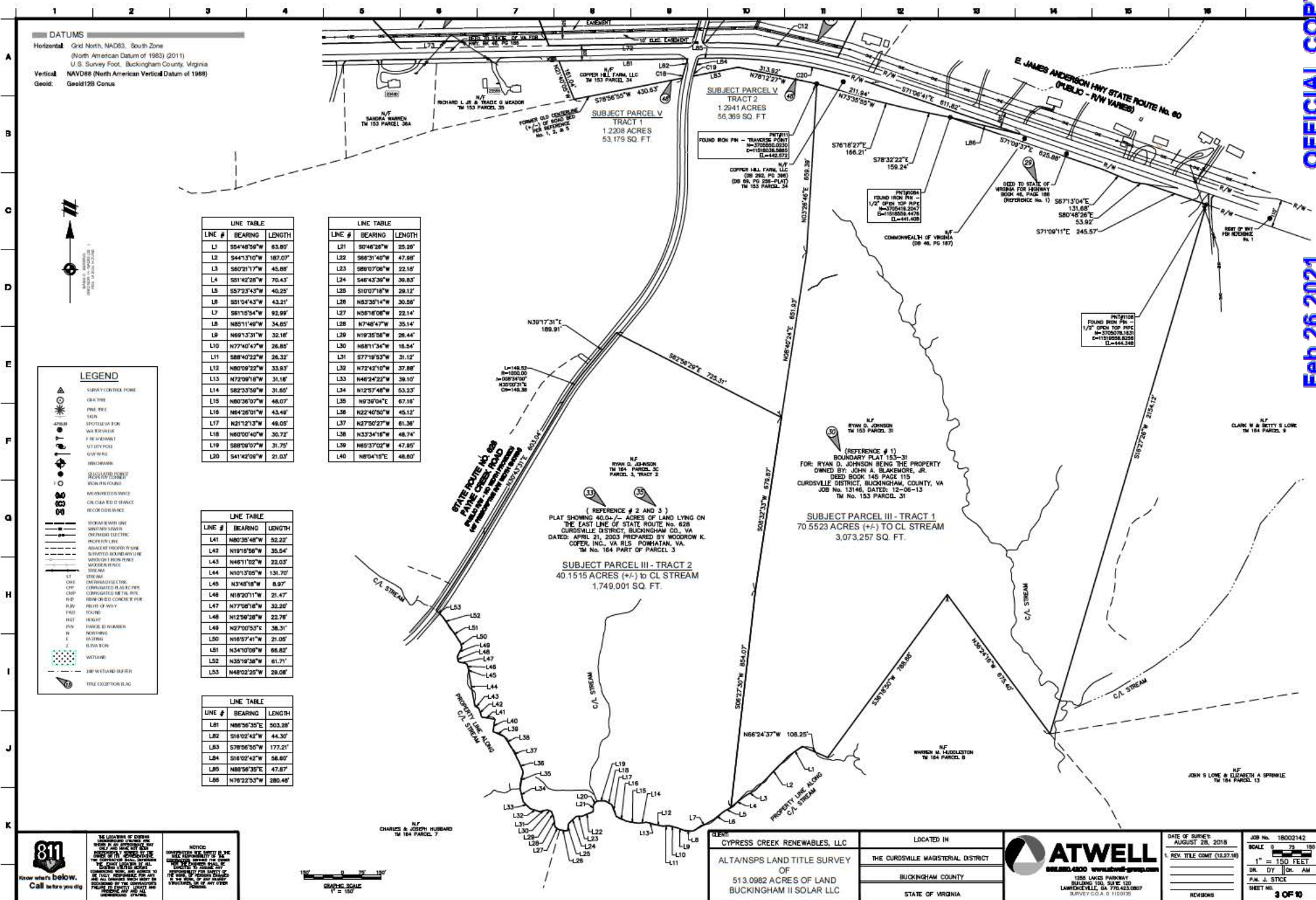


EXHIBIT E

Exhibit E is a copy of the Operator Form 556 or formal FERC certification of QF status in effect as of the Effective Date.

OR

If Facility is less than 1MW, Operator may submit the following statement as Exhibit E that the Facility qualifies as a Qualifying Facility (QF) under federal law:

Federal law exempts small power production or cogeneration facilities with net power production capacities of 1 MW or less from certain certification requirements in order to qualify as a qualifying facility (“QF” or “Qualifying Facility”). Therefore, [QF Name Here] submits the Facility is exempt from the certification requirements, but submits that the Facility qualifies as a Qualifying Facility under federal law set forth in the Public Utility Regulatory Policies Act of 1978 (codified at 16 U.S.C. § 824a-3).

Name

Title

Form 556

Certification of Qualifying Facility (QF) Status for a Small Power
Production or Cogeneration Facility


General

Questions about completing this form should be sent to Form556@ferc.gov. Information about the Commission's QF program, answers to frequently asked questions about QF requirements or completing this form, and contact information for QF program staff are available at the Commission's QF website, www.ferc.gov/QF. The Commission's QF website also provides links to the Commission's QF regulations (18 C.F.R. § 131.80 and Part 292), as well as other statutes and orders pertaining to the Commission's QF program.

Who Must File

Any applicant seeking QF status or recertification of QF status for a generating facility with a net power production capacity (as determined in lines 7a through 7g below) greater than 1000 kW must file a self-certification or an application for Commission certification of QF status, which includes a properly completed Form 556. Any applicant seeking QF status for a generating facility with a net power production capacity 1000 kW or less is exempt from the certification requirement, and is therefore not required to complete or file a Form 556. See 18 C.F.R. § 292.203.

How to Complete the Form 556

This form is intended to be completed by responding to the items in the order they are presented, according to the instructions given. If you need to back-track, you may need to clear certain responses before you will be allowed to change other responses made previously in the form. If you experience problems, click on the nearest help button () for assistance, or contact Commission staff at Form556@ferc.gov.

Certain lines in this form will be automatically calculated based on responses to previous lines, with the relevant formulas shown. You must respond to all of the previous lines within a section before the results of an automatically calculated field will be displayed. If you disagree with the results of any automatic calculation on this form, contact Commission staff at Form556@ferc.gov to discuss the discrepancy before filing.

You must complete all lines in this form unless instructed otherwise. Do not alter this form or save this form in a different format. Incomplete or altered forms, or forms saved in formats other than PDF, will be rejected.

How to File a Completed Form 556

Applicants are required to file their Form 556 electronically through the Commission's eFiling website (see instructions on page 2). By filing electronically, you will reduce your filing burden, save paper resources, save postage or courier charges, help keep Commission expenses to a minimum, and receive a much faster confirmation (via an email containing the docket number assigned to your facility) that the Commission has received your filing.

If you are simultaneously filing both a waiver request and a Form 556 as part of an application for Commission certification, see the "Waiver Requests" section on page 3 for more information on how to file.

Paperwork Reduction Act Notice

This form is approved by the Office of Management and Budget. Compliance with the information requirements established by the FERC Form No. 556 is required to obtain or maintain status as a QF. See 18 C.F.R. § 131.80 and Part 292. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The estimated burden for completing the FERC Form No. 556, including gathering and reporting information, is as follows: 3 hours for self-certification of a small power production facility, 8 hours for self-certifications of a cogeneration facility, 6 hours for an application for Commission certification of a small power production facility, and 50 hours for an application for Commission certification of a cogeneration facility. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the following: Information Clearance Officer, Office of the Executive Director (ED-32), Federal Energy Regulatory Commission, 888 First Street N.E., Washington, DC 20426 (DataClearance@ferc.gov); and Desk Officer for FERC, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503 (oir_submission@omb.eop.gov). Include the Control No. 1902-0075 in any correspondence.

Electronic Filing (eFiling)

To electronically file your Form 556, visit the Commission's QF website at www.ferc.gov/QF and click the eFiling link.

If you are eFiling your first document, you will need to register with your name, email address, mailing address, and phone number. If you are registering on behalf of an employer, then you will also need to provide the employer name, alternate contact name, alternate contact phone number and alternate contact email.

Once you are registered, log in to eFiling with your registered email address and the password that you created at registration. Follow the instructions. When prompted, select one of the following QF-related filing types, as appropriate, from the Electric or General filing category.

Filing category	Filing Type as listed in eFiling	Description
Electric	(Fee) Application for Commission Cert. as Cogeneration QF	Use to submit an application for Commission certification or Commission recertification of a cogeneration facility as a QF.
	(Fee) Application for Commission Cert. as Small Power QF	Use to submit an application for Commission certification or Commission recertification of a small power production facility as a QF.
	Self-Certification Notice (QF, EG, FC)	Use to submit a notice of self-certification of your facility (cogeneration or small power production) as a QF.
	Self-Recertification of Qualifying Facility (QF)	Use to submit a notice of self-recertification of your facility (cogeneration or small power production) as a QF.
	Supplemental Information or Request	Use to correct or supplement a Form 556 that was submitted with errors or omissions, or for which Commission staff has requested additional information. Do <i>not</i> use this filing type to report new changes to a facility or its ownership; rather, use a self-recertification or Commission recertification to report such changes.
General	(Fee) Petition for Declaratory Order (not under FPA Part 1)	Use to submit a petition for declaratory order granting a waiver of Commission QF regulations pursuant to 18 C.F.R. §§ 292.204(a) (3) and/or 292.205(c). A Form 556 is not required for a petition for declaratory order unless Commission recertification is being requested as part of the petition.

You will be prompted to submit your filing fee, if applicable, during the electronic submission process. Filing fees can be paid via electronic bank account debit or credit card.

During the eFiling process, you will be prompted to select your file(s) for upload from your computer.

Filing Fee

No filing fee is required if you are submitting a self-certification or self-recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(a).

A filing fee is required if you are filing either of the following:

- (1) an application for Commission certification or recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(b), or
- (2) a petition for declaratory order granting waiver pursuant to 18 C.F.R. §§ 292.204(a)(3) and/or 292.205(c).

The current fees for applications for Commission certifications and petitions for declaratory order can be found by visiting the Commission's QF website at www.ferc.gov/QF and clicking the Fee Schedule link.

You will be prompted to submit your filing fee, if applicable, during the electronic filing process described on page 2.

Required Notice to Utilities and State Regulatory Authorities

Pursuant to 18 C.F.R. § 292.207(a)(ii), you must provide a copy of your self-certification or request for Commission certification to the utilities with which the facility will interconnect and/or transact, as well as to the State regulatory authorities of the states in which your facility and those utilities reside. Links to information about the regulatory authorities in various states can be found by visiting the Commission's QF website at www.ferc.gov/QF and clicking the Notice Requirements link.

What to Expect From the Commission After You File

An applicant filing a Form 556 electronically will receive an email message acknowledging receipt of the filing and showing the docket number assigned to the filing. Such email is typically sent within one business day, but may be delayed pending confirmation by the Secretary of the Commission of the contents of the filing.

An applicant submitting a self-certification of QF status should expect to receive no documents from the Commission, other than the electronic acknowledgement of receipt described above. Consistent with its name, a self-certification is a certification *by the applicant itself* that the facility meets the relevant requirements for QF status, and does not involve a determination by the Commission as to the status of the facility. An acknowledgement of receipt of a self-certification, in particular, does not represent a determination by the Commission with regard to the QF status of the facility. An applicant self-certifying may, however, receive a rejection, revocation or deficiency letter if its application is found, during periodic compliance reviews, not to comply with the relevant requirements.

An applicant submitting a request for Commission certification will receive an order either granting or denying certification of QF status, or a letter requesting additional information or rejecting the application. Pursuant to 18 C.F.R. § 292.207(b)(3), the Commission must act on an application for Commission certification within 90 days of the later of the filing date of the application or the filing date of a supplement, amendment or other change to the application.

Waiver Requests

18 C.F.R. § 292.204(a)(3) allows an applicant to request a waiver to modify the method of calculation pursuant to 18 C.F.R. § 292.204(a)(2) to determine if two facilities are considered to be located at the same site, for good cause. 18 C.F.R. § 292.205(c) allows an applicant to request waiver of the requirements of 18 C.F.R. §§ 292.205(a) and (b) for operating and efficiency upon a showing that the facility will produce significant energy savings. A request for waiver of these requirements must be submitted as a petition for declaratory order, with the appropriate filing fee for a petition for declaratory order. Applicants requesting Commission recertification as part of a request for waiver of one of these requirements should electronically submit their completed Form 556 along with their petition for declaratory order, rather than filing their Form 556 as a separate request for Commission recertification. Only the filing fee for the petition for declaratory order must be paid to cover both the waiver request and the request for recertification *if such requests are made simultaneously*.

18 C.F.R. § 292.203(d)(2) allows an applicant to request a waiver of the Form 556 filing requirements, for good cause. Applicants filing a petition for declaratory order requesting a waiver under 18 C.F.R. § 292.203(d)(2) do not need to complete or submit a Form 556 with their petition.

Geographic Coordinates

If a street address does not exist for your facility, then line 3c of the Form 556 requires you to report your facility's geographic coordinates (latitude and longitude). Geographic coordinates may be obtained from several different sources. You can find links to online services that show latitude and longitude coordinates on online maps by visiting the Commission's QF webpage at www.ferc.gov/QF and clicking the Geographic Coordinates link. You may also be able to obtain your geographic coordinates from a GPS device, Google Earth (available free at <http://earth.google.com>), a property survey, various engineering or construction drawings, a property deed, or a municipal or county map showing property lines.

Filing Privileged Data or Critical Energy Infrastructure Information in a Form 556

The Commission's regulations provide procedures for applicants to either (1) request that any information submitted with a Form 556 be given privileged treatment because the information is exempt from the mandatory public disclosure requirements of the Freedom of Information Act, 5 U.S.C. § 552, and should be withheld from public disclosure; or (2) identify any documents containing critical energy infrastructure information (CEII) as defined in 18 C.F.R. § 388.113 that should not be made public.

If you are seeking privileged treatment or CEII status for any data in your Form 556, then you must follow the procedures in 18 C.F.R. § 388.112. See www.ferc.gov/help/filing-guide/file-ceii.asp for more information.

Among other things (see 18 C.F.R. § 388.112 for other requirements), applicants seeking privileged treatment or CEII status for data submitted in a Form 556 must prepare and file both (1) a complete version of the Form 556 (containing the privileged and/or CEII data), and (2) a public version of the Form 556 (with the privileged and/or CEII data redacted). Applicants preparing and filing these different versions of their Form 556 must indicate below the security designation of this version of their document. If you are *not* seeking privileged treatment or CEII status for any of your Form 556 data, then you should not respond to any of the items on this page.

<p>Non-Public: Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This non-public version of the applicant's Form 556 contains all data, including the data that is redacted in the (separate) public version of the applicant's Form 556.</p>
<p>Public (redacted): Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This public version of the applicants's Form 556 contains all data <u>except</u> for data from the lines indicated below, which has been redacted.</p>
<p>Privileged: Indicate below which lines of your form contain data for which you are seeking privileged treatment</p>
<p>Critical Energy Infrastructure Information (CEII): Indicate below which lines of your form contain data for which you are seeking CEII status</p>

The eFiling process described on page 2 will allow you to identify which versions of the electronic documents you submit are public, privileged and/or CEII. The filenames for such documents should begin with "Public", "Priv", or "CEII", as applicable, to clearly indicate the security designation of the file. Both versions of the Form 556 should be unaltered PDF copies of the Form 556, as available for download from www.ferc.gov/QF. To redact data from the public copy of the submittal, simply omit the relevant data from the Form. For numerical fields, leave the redacted fields blank. For text fields, complete as much of the field as possible, and replace the redacted portions of the field with the word "REDACTED" in brackets. Be sure to identify above all fields which contain data for which you are seeking non-public status.

The Commission is not responsible for detecting or correcting filer errors, including those errors related to security designation. If your documents contain sensitive information, make sure they are filed using the proper security designation.

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC

OMB Control # 1902-0075
Expiration 06/30/2019

Form 556

Certification of Qualifying Facility (QF) Status for a Small Power
Production or Cogeneration Facility

OFFICIAL COPY

Feb 26 2021

Application Information

1a Full name of applicant (legal entity on whose behalf qualifying facility status is sought for this facility)

Energix Buckingham, LLC

1b Applicant street address

2311 Wilson Blvd. STE 640

1c City

Arlington

1d State/province

VA

1e Postal code

22201

1f Country (if not United States)

1g Telephone number

(703) 373-7345

1h Has the instant facility ever previously been certified as a QF? Yes ☒ No ☐

1i If yes, provide the docket number of the last known QF filing pertaining to this facility: QF 20 - 419 - 000

1j Under which certification process is the applicant making this filing?

☒ Notice of self-certification
(see note below)

☐ Application for Commission certification (requires filing
fee; see "Filing Fee" section on page 3)

Note: a notice of self-certification is a notice by the applicant itself that its facility complies with the requirements for QF status. A notice of self-certification does not establish a proceeding, and the Commission does not review a notice of self-certification to verify compliance. See the "What to Expect From the Commission After You File" section on page 3 for more information.

1k What type(s) of QF status is the applicant seeking for its facility? (check all that apply)

☒ Qualifying small power production facility status

☐ Qualifying cogeneration facility status

1l What is the purpose and expected effective date(s) of this filing?

☐ Original certification; facility expected to be installed by _____ and to begin operation on _____

☒ Change(s) to a previously certified facility to be effective on 12/24/19

(identify type(s) of change(s) below, and describe change(s) in the Miscellaneous section starting on page 19)

☒ Name change and/or other administrative change(s)

☒ Change in ownership

☐ Change(s) affecting plant equipment, fuel use, power production capacity and/or cogeneration thermal output

☐ Supplement or correction to a previous filing submitted on _____

(describe the supplement or correction in the Miscellaneous section starting on page 19)

1m If any of the following three statements is true, check the box(es) that describe your situation and complete the form to the extent possible, explaining any special circumstances in the Miscellaneous section starting on page 19.

☐ The instant facility complies with the Commission's QF requirements by virtue of a waiver of certain regulations previously granted by the Commission in an order dated _____ (specify any other relevant waiver orders in the Miscellaneous section starting on page 19)

☐ The instant facility would comply with the Commission's QF requirements if a petition for waiver submitted concurrently with this application is granted

☐ The instant facility complies with the Commission's regulations, but has special circumstances, such as the employment of unique or innovative technologies not contemplated by the structure of this form, that make the demonstration of compliance via this form difficult or impossible (describe in Misc. section starting on p. 19)

Contact Information	2a Name of contact person Itamar Sarussi		2b Telephone number (703) 373-7345	
	2c Which of the following describes the contact person's relationship to the applicant? (check one) <input type="checkbox"/> Applicant (self) <input type="checkbox"/> Employee, owner or partner of applicant authorized to represent the applicant <input checked="" type="checkbox"/> Employee of a company affiliated with the applicant authorized to represent the applicant on this matter <input type="checkbox"/> Lawyer, consultant, or other representative authorized to represent the applicant on this matter			
	2d Company or organization name (if applicant is an individual, check here and skip to line 2e) <input type="checkbox"/> Energix US, LLC			
	2e Street address (if same as Applicant, check here and skip to line 3a) <input checked="" type="checkbox"/>			
	2f City		2g State/province	
	2h Postal code		2i Country (if not United States)	
Facility Identification and Location	3a Facility name Energix Buckingham, LLC			
	3b Street address (if a street address does not exist for the facility, check here and skip to line 3c) <input checked="" type="checkbox"/>			
	3c Geographic coordinates: If you indicated that no street address exists for your facility by checking the box in line 3b, then you must specify the latitude and longitude coordinates of the facility in degrees (to three decimal places). Use the following formula to convert to decimal degrees from degrees, minutes and seconds: decimal degrees = degrees + (minutes/60) + (seconds/3600). See the "Geographic Coordinates" section on page 4 for help. If you provided a street address for your facility in line 3b, then specifying the geographic coordinates below is optional.			
	Longitude <input type="checkbox"/> East (+) _____ 78.381 degrees <input checked="" type="checkbox"/> West (-) _____		Latitude <input checked="" type="checkbox"/> North (+) _____ 37.500 degrees <input type="checkbox"/> South (-) _____	
	3d City (if unincorporated, check here and enter nearest city) <input type="checkbox"/> Cumberland		3e State/province Virginia	
	3f County (or check here for independent city) <input type="checkbox"/> Buckingham		3g Country (if not United States)	
Transacting Utilities	Identify the electric utilities that are contemplated to transact with the facility.			
	4a Identify utility interconnecting with the facility Virginia Electric and Power Company d/b/a Dominion Energy Virginia			
	4b Identify utilities providing wheeling service or check here if none <input checked="" type="checkbox"/>			
	4c Identify utilities purchasing the useful electric power output or check here if none <input type="checkbox"/> Virginia Electric and Power Company d/b/a Dominion Energy Virginia			
	4d Identify utilities providing supplementary power, backup power, maintenance power, and/or interruptible power service or check here if none <input type="checkbox"/> Virginia Electric and Power Company d/b/a Dominion Energy Virginia			



Ownership and Operation

5a Direct ownership as of effective date or operation date: Identify all direct owners of the facility holding at least 10 percent equity interest. For each identified owner, also (1) indicate whether that owner is an electric utility, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or a holding company, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)), and (2) for owners which are electric utilities or holding companies, provide the percentage of equity interest in the facility held by that owner. If no direct owners hold at least 10 percent equity interest in the facility, then provide the required information for the two direct owners with the largest equity interest in the facility.

	Full legal names of direct owners	Electric utility or holding company	If Yes, % equity interest
1)	Energix Buckingham, LLC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	100 %
2)		Yes <input type="checkbox"/> No <input type="checkbox"/>	%
3)		Yes <input type="checkbox"/> No <input type="checkbox"/>	%
4)		Yes <input type="checkbox"/> No <input type="checkbox"/>	%
5)		Yes <input type="checkbox"/> No <input type="checkbox"/>	%
6)		Yes <input type="checkbox"/> No <input type="checkbox"/>	%
7)		Yes <input type="checkbox"/> No <input type="checkbox"/>	%
8)		Yes <input type="checkbox"/> No <input type="checkbox"/>	%
9)		Yes <input type="checkbox"/> No <input type="checkbox"/>	%
10)		Yes <input type="checkbox"/> No <input type="checkbox"/>	%

☐ Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

5b Upstream (i.e., indirect) ownership as of effective date or operation date: Identify all upstream (i.e., indirect) owners of the facility that both (1) hold at least 10 percent equity interest in the facility, and (2) are electric utilities, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or holding companies, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)). Also provide the percentage of equity interest in the facility held by such owners. (Note that, because upstream owners may be subsidiaries of one another, total percent equity interest reported may exceed 100 percent.)

Check here if no such upstream owners exist. ☐

	Full legal names of electric utility or holding company upstream owners	% equity interest
1)	Energix VA2 Project Holdco, LLC	100 %
2)	Energix US, LLC	100 %
3)	Energix - Renewable Energies Ltd.	100 %
4)		%
5)		%
6)		%
7)		%
8)		%
9)		%
10)		%

☐ Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

5c Identify the facility operator

Energix Buckingham, LLC

Energy Input

6a Describe the primary energy input: (check one main category and, if applicable, one subcategory)

- ☐ Biomass (specify)
☐ Landfill gas
☐ Manure digester gas
☐ Municipal solid waste
☐ Sewage digester gas
☐ Wood
☐ Other biomass (describe on page 19)
☐ Waste (specify type below in line 6b)
- ☒ Renewable resources (specify)
☐ Hydro power - river
☐ Hydro power - tidal
☐ Hydro power - wave
☒ Solar - photovoltaic
☐ Solar - thermal
☐ Wind
☐ Other renewable resource (describe on page 19)
- ☐ Geothermal
☐ Fossil fuel (specify)
☐ Coal (not waste)
☐ Fuel oil/diesel
☐ Natural gas (not waste)
☐ Other fossil fuel (describe on page 19)
☐ Other (describe on page 19)

6b If you specified "waste" as the primary energy input in line 6a, indicate the type of waste fuel used: (check one)

- ☐ Waste fuel listed in 18 C.F.R. § 292.202(b) (specify one of the following)
- ☐ Anthracite culm produced prior to July 23, 1985
 - ☐ Anthracite refuse that has an average heat content of 6,000 Btu or less per pound and has an average ash content of 45 percent or more
 - ☐ Bituminous coal refuse that has an average heat content of 9,500 Btu per pound or less and has an average ash content of 25 percent or more
 - ☐ Top or bottom subbituminous coal produced on Federal lands or on Indian lands that has been determined to be waste by the United States Department of the Interior's Bureau of Land Management (BLM) or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that the applicant shows that the latter coal is an extension of that determined by BLM to be waste
 - ☐ Coal refuse produced on Federal lands or on Indian lands that has been determined to be waste by the BLM or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that applicant shows that the latter is an extension of that determined by BLM to be waste
 - ☐ Lignite produced in association with the production of montan wax and lignite that becomes exposed as a result of such a mining operation
 - ☐ Gaseous fuels (except natural gas and synthetic gas from coal) (describe on page 19)
 - ☐ Waste natural gas from gas or oil wells (describe on page 19 how the gas meets the requirements of 18 C.F.R. § 2.400 for waste natural gas; include with your filing any materials necessary to demonstrate compliance with 18 C.F.R. § 2.400)
 - ☐ Materials that a government agency has certified for disposal by combustion (describe on page 19)
 - ☐ Heat from exothermic reactions (describe on page 19)
 - ☐ Residual heat (describe on page 19)
 - ☐ Used rubber tires
 - ☐ Plastic materials
 - ☐ Refinery off-gas
 - ☐ Petroleum coke
- ☐ Other waste energy input that has little or no commercial value and exists in the absence of the qualifying facility industry (describe in the Miscellaneous section starting on page 19; include a discussion of the fuel's lack of commercial value and existence in the absence of the qualifying facility industry)

6c Provide the average energy input, calculated on a calendar year basis, in terms of Btu/h for the following fossil fuel energy inputs, and provide the related percentage of the total average annual energy input to the facility (18 C.F.R. § 292.202(j)). For any oil or natural gas fuel, use lower heating value (18 C.F.R. § 292.202(m)).

Fuel	Annual average energy input for specified fuel	Percentage of total annual energy input
Natural gas	0 Btu/h	0 %
Oil-based fuels	0 Btu/h	0 %
Coal	0 Btu/h	0 %



Technical Facility Information

Indicate the maximum gross and maximum net electric power production capacity of the facility at the point(s) of delivery by completing the worksheet below. Respond to all items. If any of the parasitic loads and/or losses identified in lines 7b through 7e are negligible, enter zero for those lines.

7a The maximum gross power production capacity at the terminals of the individual generator(s) under the most favorable anticipated design conditions	20,000 kW
7b Parasitic station power used at the facility to run equipment which is necessary and integral to the power production process (boiler feed pumps, fans/blowers, office or maintenance buildings directly related to the operation of the power generating facility, etc.). If this facility includes non-power production processes (for instance, power consumed by a cogeneration facility's thermal host), do not include any power consumed by the non-power production activities in your reported parasitic station power.	100 kW
7c Electrical losses in interconnection transformers	360 kW
7d Electrical losses in AC/DC conversion equipment, if any	0 kW
7e Other interconnection losses in power lines or facilities (other than transformers and AC/DC conversion equipment) between the terminals of the generator(s) and the point of interconnection with the utility	0 kW
7f Total deductions from gross power production capacity = 7b + 7c + 7d + 7e	460.0 kW
7g Maximum net power production capacity = 7a - 7f	19,540.0 kW

7h Description of facility and primary components: Describe the facility and its operation. Identify all boilers, heat recovery steam generators, prime movers (any mechanical equipment driving an electric generator), electrical generators, photovoltaic solar equipment, fuel cell equipment and/or other primary power generation equipment used in the facility. Descriptions of components should include (as applicable) specifications of the nominal capacities for mechanical output, electrical output, or steam generation of the identified equipment. For each piece of equipment identified, clearly indicate how many pieces of that type of equipment are included in the plant, and which components are normally operating or normally in standby mode. Provide a description of how the components operate as a system. Applicants for cogeneration facilities do not need to describe operations of systems that are clearly depicted on and easily understandable from a cogeneration facility's attached mass and heat balance diagram; however, such applicants should provide any necessary description needed to understand the sequential operation of the facility depicted in their mass and heat balance diagram. If additional space is needed, continue in the Miscellaneous section starting on page 19.

The facility will be a 20.0 MW AC photovoltaic (PV) array comprised of approximately (61,904) 420Wp modules (or equivalent) attached to ground-mounted racks. The facility will utilize approximately (8) 2500kVa inverters (or equivalent).

Information Required for Small Power Production Facility

If you indicated in line 1k that you are seeking qualifying small power production facility status for your facility, then you must respond to the items on this page. Otherwise, skip page 10.

Certification of Compliance with Size Limitations	<p>Pursuant to 18 C.F.R. § 292.204(a), the power production capacity of any small power production facility, together with the power production capacity of any other small power production facilities that use the same energy resource, are owned by the same person(s) or its affiliates, and are located at the same site, may not exceed 80 megawatts. To demonstrate compliance with this size limitation, or to demonstrate that your facility is exempt from this size limitation under the Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Pub. L. 101-575, 104 Stat. 2834 (1990) <i>as amended by</i> Pub. L. 102-46, 105 Stat. 249 (1991)), respond to lines 8a through 8e below (as applicable).</p>																
	<p>8a Identify any facilities with electrical generating equipment located within 1 mile of the electrical generating equipment of the instant facility, and for which any of the entities identified in lines 5a or 5b, or their affiliates, holds at least a 5 percent equity interest.</p>																
	<p>Check here if no such facilities exist. <input checked="" type="checkbox"/></p>																
	<table border="1"> <thead> <tr> <th>Facility location (city or county, state)</th> <th>Root docket # (if any)</th> <th>Common owner(s)</th> <th>Maximum net power production capacity</th> </tr> </thead> <tbody> <tr> <td>1) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>2) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>3) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> </tbody> </table>	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity	1) _____	QF - _____	_____	_____ kW	2) _____	QF - _____	_____	_____ kW	3) _____	QF - _____	_____	_____ kW
	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity													
	1) _____	QF - _____	_____	_____ kW													
2) _____	QF - _____	_____	_____ kW														
3) _____	QF - _____	_____	_____ kW														
<p><input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed</p>																	
<p>8b The Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Incentives Act) provides exemption from the size limitations in 18 C.F.R. § 292.204(a) for certain facilities that were certified prior to 1995. Are you seeking exemption from the size limitations in 18 C.F.R. § 292.204(a) by virtue of the Incentives Act?</p> <p><input type="checkbox"/> Yes (continue at line 8c below) <input checked="" type="checkbox"/> No (skip lines 8c through 8e)</p>																	
<p>8c Was the original notice of self-certification or application for Commission certification of the facility filed on or before December 31, 1994? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																	
<p>8d Did construction of the facility commence on or before December 31, 1999? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																	
<p>8e If you answered No in line 8d, indicate whether reasonable diligence was exercised toward the completion of the facility, taking into account all factors relevant to construction? Yes <input type="checkbox"/> No <input type="checkbox"/> If you answered Yes, provide a brief narrative explanation in the Miscellaneous section starting on page 19 of the construction timeline (in particular, describe why construction started so long after the facility was certified) and the diligence exercised toward completion of the facility.</p>																	
Certification of Compliance with Fuel Use Requirements	<p>Pursuant to 18 C.F.R. § 292.204(b), qualifying small power production facilities may use fossil fuels, in minimal amounts, for only the following purposes: ignition; start-up; testing; flame stabilization; control use; alleviation or prevention of unanticipated equipment outages; and alleviation or prevention of emergencies, directly affecting the public health, safety, or welfare, which would result from electric power outages. The amount of fossil fuels used for these purposes may not exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																
	<p>9a Certification of compliance with 18 C.F.R. § 292.204(b) with respect to uses of fossil fuel:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the facility will use fossil fuels <i>exclusively</i> for the purposes listed above.</p>																
	<p>9b Certification of compliance with 18 C.F.R. § 292.204(b) with respect to amount of fossil fuel used annually:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the amount of fossil fuel used at the facility will not, in aggregate, exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																



Information Required for Cogeneration Facility

If you indicated in line 1k that you are seeking qualifying cogeneration facility status for your facility, then you must respond to the items on pages 11 through 13. Otherwise, skip pages 11 through 13.

General Cogeneration Information	Pursuant to 18 C.F.R. § 292.202(c), a cogeneration facility produces electric energy and forms of useful thermal energy (such as heat or steam) used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy. Pursuant to 18 C.F.R. § 292.202(s), "sequential use" of energy means the following: (1) for a topping-cycle cogeneration facility, the use of reject heat from a power production process in sufficient amounts in a thermal application or process to conform to the requirements of the operating standard contained in 18 C.F.R. § 292.205(a); or (2) for a bottoming-cycle cogeneration facility, the use of at least some reject heat from a thermal application or process for power production.	
	10a What type(s) of cogeneration technology does the facility represent? (check all that apply)	
	<input type="checkbox"/> Topping-cycle cogeneration	<input type="checkbox"/> Bottoming-cycle cogeneration
	10b To help demonstrate the sequential operation of the cogeneration process, and to support compliance with other requirements such as the operating and efficiency standards, include with your filing a mass and heat balance diagram depicting average annual operating conditions. This diagram must include certain items and meet certain requirements, as described below. You must check next to the description of each requirement below to certify that you have complied with these requirements.	
	Check to certify compliance with indicated requirement	Requirement
	<input type="checkbox"/>	Diagram must show orientation within system piping and/or ducts of all prime movers, heat recovery steam generators, boilers, electric generators, and condensers (as applicable), as well as any other primary equipment relevant to the cogeneration process.
	<input type="checkbox"/>	Any average annual values required to be reported in lines 10b, 12a, 13a, 13b, 13d, 13f, 14a, 15b, 15d and/or 15f must be computed over the anticipated hours of operation.
	<input type="checkbox"/>	Diagram must specify all fuel inputs by fuel type and average annual rate in Btu/h. Fuel for supplementary firing should be specified separately and clearly labeled. All specifications of fuel inputs should use lower heating values.
	<input type="checkbox"/>	Diagram must specify average gross electric output in kW or MW for each generator.
	<input type="checkbox"/>	Diagram must specify average mechanical output (that is, any mechanical energy taken off of the shaft of the prime movers for purposes not directly related to electric power generation) in horsepower, if any. Typically, a cogeneration facility has no mechanical output.
<input type="checkbox"/>	At each point for which working fluid flow conditions are required to be specified (see below), such flow condition data must include mass flow rate (in lb/h or kg/s), temperature (in °F, R, °C or K), absolute pressure (in psia or kPa) and enthalpy (in Btu/lb or kJ/kg). Exception: For systems where the working fluid is <i>liquid only</i> (no vapor at any point in the cycle) and where the type of liquid and specific heat of that liquid are clearly indicated on the diagram or in the Miscellaneous section starting on page 19, only mass flow rate and temperature (not pressure and enthalpy) need be specified. For reference, specific heat at standard conditions for pure liquid water is approximately 1.002 Btu/(lb*R) or 4.195 kJ/(kg*K).	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at input to and output from each steam turbine or other expansion turbine or back-pressure turbine.	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at delivery to and return from each thermal application.	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at make-up water inputs.	

EPA 2005 Requirements for Fundamental Use of Energy Output from Cogeneration Facilities

EPA 2005 cogeneration facilities: The Energy Policy Act of 2005 (EPA 2005) established a new section 210(n) of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 USC 824a-3(n), with additional requirements for any qualifying cogeneration facility that (1) is seeking to sell electric energy pursuant to section 210 of PURPA and (2) was either not a cogeneration facility on August 8, 2005, or had not filed a self-certification or application for Commission certification of QF status on or before February 1, 2006. These requirements were implemented by the Commission in 18 C.F.R. § 292.205(d). Complete the lines below, carefully following the instructions, to demonstrate whether these additional requirements apply to your cogeneration facility and, if so, whether your facility complies with such requirements.

11a Was your facility operating as a qualifying cogeneration facility on or before August 8, 2005? Yes ☐ No ☐

11b Was the initial filing seeking certification of your facility (whether a notice of self-certification or an application for Commission certification) filed on or before February 1, 2006? Yes ☐ No ☐

If the answer to either line 11a or 11b is Yes, then continue at line 11c below. Otherwise, if the answers to both lines 11a and 11b are No, skip to line 11e below.

11c With respect to the design and operation of the facility, have any changes been implemented on or after February 2, 2006 that affect general plant operation, affect use of thermal output, and/or increase net power production capacity from the plant's capacity on February 1, 2006?

☐ Yes (continue at line 11d below)

No. Your facility is not subject to the requirements of 18 C.F.R. § 292.205(d) at this time. However, it may be subject to these requirements in the future if changes are made to the facility. At such time, the applicant would need to recertify the facility to determine eligibility. Skip lines 11d through 11j.

11d Does the applicant contend that the changes identified in line 11c are not so significant as to make the facility a "new" cogeneration facility that would be subject to the 18 C.F.R. § 292.205(d) cogeneration requirements?

Yes. Provide in the Miscellaneous section starting on page 19 a description of any relevant changes made to the facility (including the purpose of the changes) and a discussion of why the facility should not be considered a "new" cogeneration facility in light of these changes. Skip lines 11e through 11j.

No. Applicant stipulates to the fact that it is a "new" cogeneration facility (for purposes of determining the applicability of the requirements of 18 C.F.R. § 292.205(d)) by virtue of modifications to the facility that were initiated on or after February 2, 2006. Continue below at line 11e.

11e Will electric energy from the facility be sold pursuant to section 210 of PURPA?

☐ Yes. The facility is an EPA 2005 cogeneration facility. You must demonstrate compliance with 18 C.F.R. § 292.205(d)(2) by continuing at line 11f below.

No. Applicant certifies that energy will *not* be sold pursuant to section 210 of PURPA. Applicant also certifies its understanding that it must recertify its facility in order to determine compliance with the requirements of 18 C.F.R. § 292.205(d) *before* selling energy pursuant to section 210 of PURPA in the future. Skip lines 11f through 11j.

11f Is the net power production capacity of your cogeneration facility, as indicated in line 7g above, less than or equal to 5,000 kW?

Yes, the net power production capacity is less than or equal to 5,000 kW. 18 C.F.R. § 292.205(d)(4) provides a rebuttable presumption that cogeneration facilities of 5,000 kW and smaller capacity comply with the requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2). Applicant certifies its understanding that, should the power production capacity of the facility increase above 5,000 kW, then the facility must be recertified to (among other things) demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Skip lines 11g through 11j.

No, the net power production capacity is greater than 5,000 kW. Demonstrate compliance with the requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2) by continuing on the next page at line 11g.



EPAct 2005 Requirements for Fundamental Use of Energy Output from Cogeneration Facilities (continued)

Lines 11g through 11k below guide the applicant through the process of demonstrating compliance with the requirements for "fundamental use" of the facility's energy output. 18 C.F.R. § 292.205(d)(2). Only respond to the lines on this page if the instructions on the previous page direct you to do so. Otherwise, skip this page.

18 C.F.R. § 292.205(d)(2) requires that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility. If you were directed on the previous page to respond to the items on this page, then your facility is an EPAct 2005 cogeneration facility that is subject to this "fundamental use" requirement.

The Commission's regulations provide a two-pronged approach to demonstrating compliance with the requirements for fundamental use of the facility's energy output. First, the Commission has established in 18 C.F.R. § 292.205(d)(3) a "fundamental use test" that can be used to demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Under the fundamental use test, a facility is considered to comply with 18 C.F.R. § 292.205(d)(2) if at least 50 percent of the facility's total annual energy output (including electrical, thermal, chemical and mechanical energy output) is used for industrial, commercial, residential or institutional purposes.

Second, an applicant for a facility that does not pass the fundamental use test may provide a narrative explanation of and support for its contention that the facility nonetheless meets the requirement that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility.

Complete lines 11g through 11j below to determine compliance with the fundamental use test in 18 C.F.R. § 292.205(d)(3). Complete lines 11g through 11j *even if you do not intend to rely upon the fundamental use test to demonstrate compliance with 18 C.F.R. § 292.205(d)(2)*.

11g Amount of electrical, thermal, chemical and mechanical energy output (net of internal generation plant losses and parasitic loads) expected to be used annually for industrial, commercial, residential or institutional purposes and not sold to an electric utility	MWh
11h Total amount of electrical, thermal, chemical and mechanical energy expected to be sold to an electric utility	MWh
11i Percentage of total annual energy output expected to be used for industrial, commercial, residential or institutional purposes and not sold to a utility = 100 * 11g / (11g + 11h)	0 %

11j Is the response in line 11i greater than or equal to 50 percent?

Yes. Your facility complies with 18 C.F.R. § 292.205(d)(2) by virtue of passing the fundamental use test provided in 18 C.F.R. § 292.205(d)(3). Applicant certifies its understanding that, if it is to rely upon passing the fundamental use test as a basis for complying with 18 C.F.R. § 292.205(d)(2), then the facility must comply with the fundamental use test both in the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years.

No. Your facility does not pass the fundamental use test. Instead, you must provide in the Miscellaneous section starting on page 19 a narrative explanation of and support for why your facility meets the requirement that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a QF to its host facility. Applicants providing a narrative explanation of why their facility should be found to comply with 18 C.F.R. § 292.205(d)(2) in spite of non-compliance with the fundamental use test may want to review paragraphs 47 through 61 of Order No. 671 (accessible from the Commission's QF website at www.ferc.gov/QF), which provide discussion of the facts and circumstances that may support their explanation. Applicant should also note that the percentage reported above will establish the standard that that facility must comply with, both for the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years. See Order No. 671 at paragraph 51. As such, the applicant should make sure that it reports appropriate values on lines 11g and 11h above to serve as the relevant annual standard, taking into account expected variations in production conditions.

Information Required for Topping-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents topping-cycle cogeneration technology, then you must respond to the items on pages 14 and 15. Otherwise, skip pages 14 and 15.

Usefulness of Topping-Cycle Thermal Output	The thermal energy output of a topping-cycle cogeneration facility is the net energy made available to an industrial or commercial process or used in a heating or cooling application. Pursuant to sections 292.202(c), (d) and (h) of the Commission's regulations (18 C.F.R. §§ 292.202(c), (d) and (h)), the thermal energy output of a qualifying topping-cycle cogeneration facility must be useful. In connection with this requirement, describe the thermal output of the topping-cycle cogeneration facility by responding to lines 12a and 12b below.		
	12a Identify and describe each thermal host, and specify the annual average rate of thermal output made available to each host for each use. For hosts with multiple uses of thermal output, provide the data for each use in separate rows.		
	Name of entity (thermal host) taking thermal output	Thermal host's relationship to facility; Thermal host's use of thermal output	Average annual rate of thermal output attributable to use (net of heat contained in process return or make-up water)
	1)	Select thermal host's relationship to facility	Btu/h
		Select thermal host's use of thermal output	
	2)	Select thermal host's relationship to facility	Btu/h
		Select thermal host's use of thermal output	
	3)	Select thermal host's relationship to facility	Btu/h
		Select thermal host's use of thermal output	
	4)	Select thermal host's relationship to facility	Btu/h
	Select thermal host's use of thermal output		
5)	Select thermal host's relationship to facility	Btu/h	
	Select thermal host's use of thermal output		
6)	Select thermal host's relationship to facility	Btu/h	
	Select thermal host's use of thermal output		
<input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed			
12b Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each use of the thermal output identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's use of thermal output is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific use of thermal output related to the instant facility, then you need only provide a brief description of that use and a reference by date and docket number to the order certifying your facility with the indicated use. Such exemption may not be used if any change creates a material deviation from the previously authorized use.) If additional space is needed, continue in the Miscellaneous section starting on page 19.			

Topping-Cycle Operating and
Efficiency Value Calculation

Applicants for facilities representing topping-cycle technology must demonstrate compliance with the topping-cycle operating standard and, if applicable, efficiency standard. Section 292.205(a)(1) of the Commission's regulations (18 C.F.R. § 292.205(a)(1)) establishes the operating standard for topping-cycle cogeneration facilities: the useful thermal energy output must be no less than 5 percent of the total energy output. Section 292.205(a)(2) (18 C.F.R. § 292.205(a)(2)) establishes the efficiency standard for topping-cycle cogeneration facilities for which installation commenced on or after March 13, 1980: the useful power output of the facility plus one-half the useful thermal energy output must (A) be no less than 42.5 percent of the total energy input of natural gas and oil to the facility; and (B) if the useful thermal energy output is less than 15 percent of the total energy output of the facility, be no less than 45 percent of the total energy input of natural gas and oil to the facility. To demonstrate compliance with the topping-cycle operating and/or efficiency standards, or to demonstrate that your facility is exempt from the efficiency standard based on the date that installation commenced, respond to lines 13a through 13l below.

If you indicated in line 10a that your facility represents *both* topping-cycle and bottoming-cycle cogeneration technology, then respond to lines 13a through 13l below considering only the energy inputs and outputs attributable to the topping-cycle portion of your facility. Your mass and heat balance diagram must make clear which mass and energy flow values and system components are for which portion (topping or bottoming) of the cogeneration system.

13a Indicate the annual average rate of useful thermal energy output made available to the host(s), net of any heat contained in condensate return or make-up water	Btu/h
13b Indicate the annual average rate of net electrical energy output	kW
13c Multiply line 13b by 3,412 to convert from kW to Btu/h	0 Btu/h
13d Indicate the annual average rate of mechanical energy output taken directly off of the shaft of a prime mover for purposes not directly related to power production (this value is usually zero)	hp
13e Multiply line 13d by 2,544 to convert from hp to Btu/h	0 Btu/h
13f Indicate the annual average rate of energy input from natural gas and oil	Btu/h
13g Topping-cycle operating value = $100 * 13a / (13a + 13c + 13e)$	0 %
13h Topping-cycle efficiency value = $100 * (0.5 * 13a + 13c + 13e) / 13f$	0 %
13i Compliance with operating standard: Is the operating value shown in line 13g greater than or equal to 5%? <input type="checkbox"/> Yes (complies with operating standard) <input type="checkbox"/> No (does not comply with operating standard)	
13j Did installation of the facility in its current form commence on or after March 13, 1980? <input type="checkbox"/> Yes. Your facility is subject to the efficiency requirements of 18 C.F.R. § 292.205(a)(2). Demonstrate compliance with the efficiency requirement by responding to line 13k or 13l, as applicable, below. <input type="checkbox"/> No. Your facility is exempt from the efficiency standard. Skip lines 13k and 13l.	
13k Compliance with efficiency standard (for low operating value): If the operating value shown in line 13g is less than 15%, then indicate below whether the efficiency value shown in line 13h greater than or equal to 45%: <input type="checkbox"/> Yes (complies with efficiency standard) <input type="checkbox"/> No (does not comply with efficiency standard)	
13l Compliance with efficiency standard (for high operating value): If the operating value shown in line 13g is greater than or equal to 15%, then indicate below whether the efficiency value shown in line 13h is greater than or equal to 42.5%: <input type="checkbox"/> Yes (complies with efficiency standard) <input type="checkbox"/> No (does not comply with efficiency standard)	

Information Required for Bottoming-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents bottoming-cycle cogeneration technology, then you must respond to the items on pages 16 and 17. Otherwise, skip pages 16 and 17.

Usefulness of Bottoming-Cycle Thermal Output	<p>The thermal energy output of a bottoming-cycle cogeneration facility is the energy related to the process(es) from which at least some of the reject heat is then used for power production. Pursuant to sections 292.202(c) and (e) of the Commission's regulations (18 C.F.R. § 292.202(c) and (e)), the thermal energy output of a qualifying bottoming-cycle cogeneration facility must be useful. In connection with this requirement, describe the process(es) from which at least some of the reject heat is used for power production by responding to lines 14a and 14b below.</p>			
	<p>14a Identify and describe each thermal host and each bottoming-cycle cogeneration process engaged in by each host. For hosts with multiple bottoming-cycle cogeneration processes, provide the data for each process <i>in separate rows</i>.</p>			
	Name of entity (thermal host) performing the process from which at least some of the reject heat is used for power production		Thermal host's relationship to facility; Thermal host's process type	Has the energy input to the thermal host been augmented for purposes of increasing power production capacity? (if Yes, describe on p. 19)
	1)		Select thermal host's relationship to facility	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Select thermal host's process type	
	2)		Select thermal host's relationship to facility	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Select thermal host's process type	
	3)		Select thermal host's relationship to facility	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Select thermal host's process type	
	<p><input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed</p>			
<p>14b Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each process identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's process is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific bottoming-cycle process related to the instant facility, then you need only provide a brief description of that process and a reference by date and docket number to the order certifying your facility with the indicated process. Such exemption may not be used if any material changes to the process have been made.) If additional space is needed, continue in the Miscellaneous section starting on page 19.</p>				

Bottoming-Cycle Operating and Efficiency Value Calculation

Applicants for facilities representing bottoming-cycle technology and for which installation commenced on or after March 13, 1990 must demonstrate compliance with the bottoming-cycle efficiency standards. Section 292.205(b) of the Commission's regulations (18 C.F.R. § 292.205(b)) establishes the efficiency standard for bottoming-cycle cogeneration facilities: the useful power output of the facility must be no less than 45 percent of the energy input of natural gas and oil for supplementary firing. To demonstrate compliance with the bottoming-cycle efficiency standard (if applicable), or to demonstrate that your facility is exempt from this standard based on the date that installation of the facility began, respond to lines 15a through 15h below.

If you indicated in line 10a that your facility represents *both* topping-cycle and bottoming-cycle cogeneration technology, then respond to lines 15a through 15h below considering only the energy inputs and outputs attributable to the bottoming-cycle portion of your facility. Your mass and heat balance diagram must make clear which mass and energy flow values and system components are for which portion of the cogeneration system (topping or bottoming).

15a Did installation of the facility in its current form commence on or after March 13, 1980?

- ☐ Yes. Your facility is subject to the efficiency requirement of 18 C.F.R. § 292.205(b). Demonstrate compliance with the efficiency requirement by responding to lines 15b through 15h below.
- ☐ No. Your facility is exempt from the efficiency standard. Skip the rest of page 17.

15b Indicate the annual average rate of net electrical energy output

kW

15c Multiply line 15b by 3,412 to convert from kW to Btu/h

0 Btu/h

15d Indicate the annual average rate of mechanical energy output taken directly off of the shaft of a prime mover for purposes not directly related to power production (this value is usually zero)

hp

15e Multiply line 15d by 2,544 to convert from hp to Btu/h

0 Btu/h

15f Indicate the annual average rate of supplementary energy input from natural gas or oil

Btu/h

15g Bottoming-cycle efficiency value = $100 * (15c + 15e) / 15f$

0 %

15h Compliance with efficiency standard: Indicate below whether the efficiency value shown in line 15g is greater than or equal to 45%:

- ☐ Yes (complies with efficiency standard) ☐ No (does not comply with efficiency standard)



Certificate of Completeness, Accuracy and Authority

Applicant must certify compliance with and understanding of filing requirements by checking next to each item below and signing at the bottom of this section. Forms with incomplete Certificates of Completeness, Accuracy and Authority will be rejected by the Secretary of the Commission.

Signer identified below certifies the following: (check all items and applicable subitems)

- ☒ He or she has read the filing, including any information contained in any attached documents, such as cogeneration mass and heat balance diagrams, and any information contained in the Miscellaneous section starting on page 19, and knows its contents.
- ☒ He or she has provided all of the required information for certification, and the provided information is true as stated, to the best of his or her knowledge and belief.
- ☒ He or she possess full power and authority to sign the filing; as required by Rule 2005(a)(3) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(a)(3)), he or she is one of the following: (check one)
- ☐ The person on whose behalf the filing is made
 - ☒ An officer of the corporation, trust, association, or other organized group on behalf of which the filing is made
 - ☐ An officer, agent, or employee of the governmental authority, agency, or instrumentality on behalf of which the filing is made
 - ☐ A representative qualified to practice before the Commission under Rule 2101 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2101) and who possesses authority to sign
- ☒ He or she has reviewed all automatic calculations and agrees with their results, unless otherwise noted in the Miscellaneous section starting on page 19.
- ☒ He or she has provided a copy of this Form 556 and all attachments to the utilities with which the facility will interconnect and transact (see lines 4a through 4d), as well as to the regulatory authorities of the states in which the facility and those utilities reside. See the Required Notice to Public Utilities and State Regulatory Authorities section on page 3 for more information.

Provide your signature, address and signature date below. Rule 2005(c) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(c)) provides that persons filing their documents electronically may use typed characters representing his or her name to sign the filed documents. A person filing this document electronically should sign (by typing his or her name) in the space provided below.

Your Signature

Itamar Sarussi

Your address

2311 Wilson Blvd. STE 640
Arlington, VA 22201

Date

3/26/2020

Audit Notes

Commission Staff Use Only:



Miscellaneous

Use this space to provide any information for which there was not sufficient space in the previous sections of the form to provide. For each such item of information *clearly identify the line number that the information belongs to*. You may also use this space to provide any additional information you believe is relevant to the certification of your facility.

Your response below is not limited to one page. Additional page(s) will automatically be inserted into this form if the length of your response exceeds the space on this page. Use as many pages as you require.

The name and ownership of the applicant has changed and 4(c) was updated to reflect that Virginia Electric and Power Company d/b/a Dominion Energy Virginia will purchase the useful electric power output.

EXHIBIT F

Exhibit F is the Certificate of Public Convenience and Necessity to be provided by the Operator.

OR

If Facility is less than 5MW, the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities

AND/OR

Permit by Rule, as applicable.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street address: 1111 East Main Street, Suite 1400, Richmond, VA 23219

Mailing address: P.O. Box 1105, Richmond, Virginia 23218

www.deq.virginia.gov

Matthew J. Strickler
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

June 21, 2018

Mr. Matthew Meares
8401 Patterson Ave., Suite 201
Richmond, VA 23229

RE: Buckingham II Solar, LLC

Location: Buckingham County
Registration No.: 2018-S05

Dear Mr. Meares:

The Department of Environmental Quality (DEQ), after consultation with the Department of Historic Resources (DHR), the Department of Game and Inland Fisheries (DGIF), and the Department of Conservation and Recreation (DCR), has completed its review of the February 02, 2018, application by Virginia Solar, LLC (VA Solar) for Buckingham II Solar, LLC, for coverage under the Small Renewable Energy Project (Solar) Permit by Rule, 9VAC15 Chapter 60. We have also reviewed the information received March 23, March 27, and April 30, 2018 (Supplemental Information). Based upon this review, DEQ determines that the application, including the Supplemental Information, satisfies the requirements of 9VAC15-60-30 provided that VA Solar complies with the following:

- All commitments referenced within the Application Documents and Supplemental Information documents:
 - February 2, 2018: Application Documents;
 - March 23, 2018: Operation Plan;
 - March 27, 2018: Stamped Certification of Design, and;
 - April 30, 2018: Supplemental information supplied in response to the DEQ letter of incomplete issued March 30, 2018 addressing cultural resource sites 44BK0395, 44BK0398, 44BK0396 and 44BK0401.

OFFICIAL COPY

Feb 26 2021

- Submission of signed Final Dominion Interconnection Agreement;
- Submission as soon as practicable of final post-construction site map according to 9VAC15-60-70 A, and;
- Removal of all trees in accordance with the requirements of DGIF and the United States Fish and Wildlife Service (USFWS) to protect indigenous bat species as set forth in the DGIF guidelines and guidance found at:
 - <https://www.dgif.virginia.gov/environmental-programs/environmental-services-section/>
 - <https://www.dgif.virginia.gov/wildlife/bats/northern-long-eared-bat-application/>
 - <http://www.dgif.virginia.gov/wildlife/bats/little-brown-bat-tri-colored-bat-winter-habitat-roosts-application/>
 - <http://www.dgif.virginia.gov/wp-content/uploads/VDGIF-Time-of-Year-Restrictions-Table.pdf>

Based upon compliance with the conditions stated above, authority is hereby granted to VA Solar to construct and operate Buckingham II Solar, LLC, a photovoltaic project in Buckingham County, located across five parcels using the north east and south west corners at the intersection of High Rock Road and James Anderson Highway (Rt. 60) on roughly 295 acres; with a cumulative total generating capacity of 20 MW, in accordance with all Application Documents, Supplemental Information and this letter of approval.

This authorization for construction and operation shall not relieve VA Solar of the responsibility to comply with all other applicable local, state and federal statutes and regulations, including but not limited to strict adherence to applicable state and local erosion and sediment control/storm water management laws.

In addition, DEQ strongly encourages VA Solar to incorporate the DCR Recommended Actions listed below:

- Use of appropriate seed mix/plants and seasonal mowing developed in consultation with DCR;
- Development of a monitoring and control plan for invasive species;
- The planting of native pollinator plants in the buffer areas of the planned facility, and;

- Minimizing habitat fragmentation by leaving round versus long, skinny natural cover and forest land fragments; retaining connective corridors that allow significant wildlife migration between fragments and designing the intervening landscape to benefit habitat; natural cover as opposed to turf grass and mowed lawn.

VA Solar must notify the DEQ Office of Renewable Energy Permitting of the actual date on which construction of the solar project commences and the date of operation as soon as practicable. A notification to DEQ must be made 30 days prior to any transfer of ownership or operation according to the provisions of 9VAC15-60-100 A.

Please note that if VA Solar is later found by the DEQ not to qualify for coverage under the terms and conditions of the Solar Permit By Rule, then VA Solar could be subject to action under the enforcement provisions of the Solar Permit By Rule (9VAC15-60-140) for operation without a permit.

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of the service of this decision to initiate an appeal of this decision, by filing notice with:

David K. Paylor, Director
Virginia Department of Environmental Quality
ATTN: Office of Renewable Energy Permitting
Division of Air and Renewable Energy
Post Office Box 1105
Richmond, Virginia 23218

In the event this decision is served to you by mail, three days will be added to that period. Please refer to Part Two of the Rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the Circuit Court to which the appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

If you have any questions concerning this authorization under the Small Renewable Energy Project Permit By Rule, please contact Mary E. Major at 804-698-4423.

Sincerely,



Michael G. Dowd
Director, Air and Renewable Energy Division

**AGREEMENT FOR THE SALE
OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AGREEMENT, effective this 26th day of August, 2020, (the “Effective Date”) by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation with its principal office in Richmond, Virginia, doing business as Dominion Energy Virginia hereinafter called “Dominion Energy Virginia” or the “Company”, and Energix Hollyfield, LLC, a Delaware limited liability company, with its principal office in 2311 Wilson Blvd., Suite 640, Arlington, Virginia, hereinafter called “Operator.” Both Dominion Energy Virginia and Operator also are herein individually referred to as “Party” and collectively referred to as “Parties”.

RECITALS

WHEREAS, the Virginia State Corporation Commission (“SCC”) has adopted a rate schedule described in this Agreement below as **Virginia Schedule 19** applicable to Qualifying Facilities (or “QF” as that term is defined in 18 C.F.R. § 292);

WHEREAS, Operator desires to develop, design, construct, own and operate a solar electric generating facility with a total net capacity rating not to exceed 13,000 kW_{AC} (the “Maximum Net Capacity”) to be located at Cumberland, Virginia, and the name of the facility shall be Hollyfield II Solar (the “Facility”);

WHEREAS, the Facility will be located in the retail service area of Company and directly interconnected to Company’s electric distribution and/or transmission systems;

WHEREAS, Operator has obtained self-certification of the Facility as a qualifying facility (“QF”) as that term is defined in 18 C.F.R. 292 and pursuant to federal law set forth in the Public Utility Regulatory Policies Act of 1978 (“PURPA”) (codified at 16 U.S.C. 796, et seq.), with a total net capacity rating no greater than the Maximum Net Capacity and intends to maintain its status as a QF with such Maximum Net Capacity throughout the term of this Agreement; and

WHEREAS, the Parties hereto wish to contract pursuant to Schedule 19 for the sale of electrical output from the Facility to be operated by Operator.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto contract and agree with each other as follows:

Article 1: Parties’ Purchase and Sale Obligations

1.1 *Parties’ Purchase and Sales Obligations:* Operator agrees to sell and deliver exclusively to Company and Company or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and capacity) made available for sale from the Facility on an excess sale

arrangement. In addition, Operator has elected to contract under the Company's avoided cost tariff as described more fully in Article 5 and Exhibit C. Operator elects to provide for the supply of energy up to the Facility's Maximum Net Capacity and capacity up to 9,100 kW_{AC} (the "Contracted Capacity") per Virginia Schedule 19 paragraph III.A, or to provide for energy only per Virginia Schedule 19 paragraph III.B. Operator and Company acknowledge and agree that the electrical output sold to Company under this agreement does not include renewable energy certificates, nor is this agreement in any way intended to satisfy any Company obligations arising under a renewable energy portfolio standard program or otherwise pursuant to Virginia law. Operator expressly retains all current and future renewable, environmental and other attributes, including without limitation any renewable energy certificates, tax credits and other economic incentives, associated with electrical output (including energy and capacity) sold under this agreement.

1.2 *Company's Right To Reduce or Cease Deliveries*: Company's obligation to purchase and to take delivery of energy and capacity shall be excused for causes including, but not limited to an outage, equipment failure, equipment replacement, planned, routine or emergency maintenance, or other similar event associated with the reliability and safety of Company's electrical system as determined by Company.

Article 2: Term and Commercial Operations Date

This Agreement shall commence on the Effective Date and, unless earlier terminated under any provision of this Agreement, shall continue in effect for a period of one (1) year from the commercial operations date ("COD") and automatically renew for additional periods of one (1) year each, up to a total of thirteen (13) years from COD. Notwithstanding the foregoing, Operator may elect to terminate this Agreement by providing written notice to the Company no less than thirty (30) days prior to the end of the initial term or any renewal term.

The COD shall be the first date that all of the following conditions have been satisfied:

- (a) The Facility has been permanently constructed, synchronized with and has delivered electrical output to the Company system and such action has been witnessed by an authorized Company employee;
- (b) After completion of item a) above, Company has received written notice from Operator specifying the COD and certifying that the Facility is ready to begin commercial operations as a QF;
- (c) Operator and Company (and/or the PJM Interconnection, L.L.C. or other operator of the Dominion Energy Virginia transmission system, as applicable) have executed an interconnection service agreement for delivery of capacity and energy generated by the Facility onto the Company's electrical system ("Interconnection Agreement"), a copy of which has been provided to Company;

- (d) The Facility is a QF as evidenced by Operator providing a copy of its currently effective Form 556 self-certification or formal FERC QF certification order;
- (e) Operator has provided Company with sufficient written evidence that Operator will be in compliance with Article 9 of this Agreement; and
- (f) Operator has provided to Company the Facility's Certificate of Public Convenience and Necessity ("CPCN") or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities or Permit by Rule, as applicable, to be included herewith as Exhibit F.

Article 3: Maximum Net Capacity, Energy Payments, Capacity Payments & Scheduled Outages

3.1 *Maximum Net Capacity:* The net capacity of the Facility shall not exceed the Maximum Net Capacity without the Company's prior written consent.

3.2 *Energy Payments:* Purchase payments for the supply of energy will be made in accordance with Virginia Schedule 19 paragraph IV.A for energy provided up to the Maximum Net Capacity.

3.3 *Capacity Payments:* Purchase payments for the supply of capacity will be made in accordance with Virginia Schedule 19 paragraph IV.B for capacity provided up to the Contracted Capacity as defined in Article 1.1. For purposes of this Agreement, "net capacity" as described in the calculation of the Summer Peak Performance Factor (SPPF) in Virginia Schedule 19 paragraph IV.B shall refer to Contracted Capacity.

3.4 *Scheduled Outages:* Operator shall provide written notice of any Scheduled Outage in advance of such Scheduled Outage to the maximum extent practicable, but in no event less than thirty (30) days prior to the Scheduled Outage. For the purpose of this Agreement, "Scheduled Outage" means a planned cessation of generation of the Facility that is required for inspection, preventive maintenance and corrective maintenance of the Facility. Operator shall only plan Scheduled Outages during periods approved by the Company, and such approval shall not be unreasonably withheld. In no event shall Operator plan any Scheduled Outage during the period commencing June 1 and extending through September 15 of any year during the Term hereunder.

Article 4: Attachments

The following documents are attached hereto and are made a part hereof:

- Exhibit A: Quarterly Status Report Contents
- Exhibit B: General Terms and Conditions
- Exhibit C: Virginia Schedule 19
- Exhibit D: Map and related written description identifying the specific location of the Facility in the City or County designated herein
- Exhibit E: Evidence of QF Status on the Effective Date
- Exhibit F: Certificate of Public Convenience and Necessity, letter filed for Virginia State Corporation Commission's Application for Construction of Electric Generating Facility Requirement if Facility is less than 5MWs, or Permit by Rule, as applicable.

Article 5: Pricing

Payments for all energy and capacity purchased hereunder shall be determined by the provisions for payments in the Virginia Schedule 19 tariff included herewith as Exhibit C and pursuant to Article 3. Payments for all energy and capacity purchased hereunder shall be on a cents per kilowatt-hour basis.

Payments for capacity will begin on the COD. All energy delivered prior to the COD shall be paid pursuant to Virginia Schedule 19, Article V: Payments of Company Purchases of Energy Only.

Article 6: Regulatory Pricing Disallowment

Should the SCC or other regulatory or legal body having jurisdiction (such as the Federal Energy Regulatory Commission): (i) not allow some or all future payments to non-utility generators (generally or to Operator specifically) for energy or capacity or both to be included in Dominion Energy Virginia's rates charged to customers, (ii) at any time prohibit Dominion Energy Virginia from recovering from its customers sums related to payments previously made to non-utility generators (generally or to Operator specifically), or (iii) order Dominion Energy Virginia to pay back to its customers sums related to amounts collected as a result of payments to non-utility generators (generally or to Operator specifically) (hereinafter the sums referred to in both (ii) and (iii) above specifically relating to payments to Operator shall be referred to individually and collectively as the "Disallowed Payments"), Dominion Energy Virginia shall provide notice to the Operator, and the Parties agree to make good faith efforts to resolve the discrepancy between (a) payments due under this Agreement and (b) payments exclusive of Disallowed Payments that Dominion Energy Virginia can recover from its customers. Should the Parties fail to resolve this discrepancy within sixty (60) days of Dominion Energy Virginia's notice, either Party shall have the right to terminate this Agreement with thirty (30) days' notice.

Article 7: Operator's Pre-COD Obligations

(a) Status Report. After execution of this Agreement and until the COD, Operator shall deliver a quarterly status report to the Company with the information set forth in Exhibit A. This status report shall be delivered to Company on or before the following dates each year: January 15, April 15, July 15, and October 15.

(b) Commencement of Construction. The Facility will be considered to have commenced construction on the first day upon which all of the following have occurred: (1) the issuance by Operator to its construction contractor for the Facility of a written unconditional notice-to-proceed with unrestricted construction activities for the Facility; (2) the mobilization of major construction equipment and construction facilities on the Facility site; and (3) the commencement of major structural, excavation, and structural concrete work relating primarily but not exclusively to a major component of the Facility such as the power island or the ground mounting systems for solar panels and inverters consistent with having commenced a continuous process of construction relating to the Facility. The anticipated COD is October 2020.

Article 8: Early Termination

(a) Defaults with No Cure Period. Operator and Company agree that Operator's failure to comply with any of the following will be a material breach of this Agreement and shall result in Company's right to early termination of this Agreement upon written notice to Operator, but without being subject to a cure period:

(i) failure to commence construction of the Facility, as defined in Article 7, within eighteen months after the Effective Date, and provide Company with written notice thereof;

(ii) delivery or supply of electrical output to any entity other than Company or its agent, assignee or successor;

(iii) the net capacity of the Facility exceeds the Maximum Net Capacity without Company's prior written approval;

(iv) failure at any time following COD to maintain the Interconnection Agreement in full force and effect unless such failure is due to Company's breach of the Interconnection Agreement; or

(v) failure to generate and deliver any energy and capacity from the Facility for more than 180 consecutive days at any time after COD; provided, however, if such failure is due to Force Majeure as defined in Exhibit B and Operator has complied with the requirements of Exhibit B with respect to such Force Majeure, then Company may not terminate this Agreement unless the failure lasts for three hundred sixty-five consecutive days.

(vii) Reserved.

(b) Defaults with Cure Period. Operator and Company agree that the following events if not cured by Operator within thirty days of notice from Company shall constitute a default giving Company the right to terminate this Agreement:

- (i) failure to meet the requirements necessary to maintain QF status (formal or self-certification at the Operator's option) or revocation of its QF status (formal or self-certification, as applicable) for any reason;
- (ii) failure to perform in any material way, any other obligations, which failure would not constitute an individual event of default under Section 8(a); or
- (iii) failure to provide two (2) consecutive status reports in accordance with Article 7.

Notwithstanding any cure period, Company shall not be obligated to purchase any energy or capacity under this Agreement while such default remains uncured. If Operator fails to cure its non-performance within thirty (30) days of Company's notice, Company shall have the right to terminate this Agreement. Operator agrees that if this Agreement is terminated by Company for Operator's non-performance prior to the end of the term of this Agreement, then, Company shall have all rights and remedies available at law or in equity.

(c) **Operator's Right to Terminate Contract:** Notwithstanding anything herein to the contrary or otherwise, Company expressly acknowledges and agrees that, in any year in which Operator receives notice from Company that the Facility's SPPF for the following year will be less than 1.0 as described in Article IV.B of the Schedule 19 Tariff, within thirty (30) days of receiving such notice Operator may unilaterally terminate this Agreement, to be effective thirty (30) days after providing written notice to Company.

Article 9: Representations and Warranties

Operator represents and warrants that it has the right to operate the Facility in accordance with the terms of this Agreement. Operator further represents and warrants that all permits, approvals, and/or licenses necessary for the operation of the Facility will be obtained prior to the COD and shall be maintained throughout the Term of this Agreement. Operator shall provide such documentation and evidence of such right, permits, approvals and/or licenses as Company may reasonably request, including without limitation air permits, leases and/or purchase agreements.

Article 10: Notices and Payments

All notices required hereunder and all other correspondence and payments concerning this Agreement shall be to the Parties' representative at the addresses below. Either Party may change the address by providing written notice to the other Party. All notices required to be in writing shall be sent by any of the following methods: hand delivery, reputable overnight courier, certified mail return receipt requested, or mutually acceptable electronic means. A notice shall be effective on the Business Day when received if received during 7:30 am to 5:30 pm on a Business Day; otherwise, the notice shall be deemed to have been received on the following Business Day. A "Business Day" is defined as Monday through Friday excluding the holidays recognized by the Company. As of the Effective Date, Company recognized holidays are New Year's Day, Martin

Luther King's Birthday (as celebrated on the 3rd Monday in January of each year), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day following Thanksgiving Day, Christmas Eve Day, and Christmas Day. In the event there is any change in the holidays currently observed by Company, Company shall notify Operator in writing.

Company:

VIRGINIA ELECTRIC AND POWER COMPANY
Power Contracts (17-N)
600 East Canal Street
Richmond, VA 23219
Email: PowerContracts@DominionEnergy.com
Attention: Manager, Power Contracts

Operator:

ENERGIX HOLLYFIELD LLC
2311 Wilson Blvd., Suite 640,
Arlington, VA 22201
Email: itamar@energix-us.com
Attention: VP Business Development

Article 11: Integration of Entirety of Agreement

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement with respect to the purchase and sale of electrical output generated by the Facility. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

IN WITNESS WHEREOF, the Parties hereto have caused their names to appear below, signed by authorized representatives as of the date first shown above.

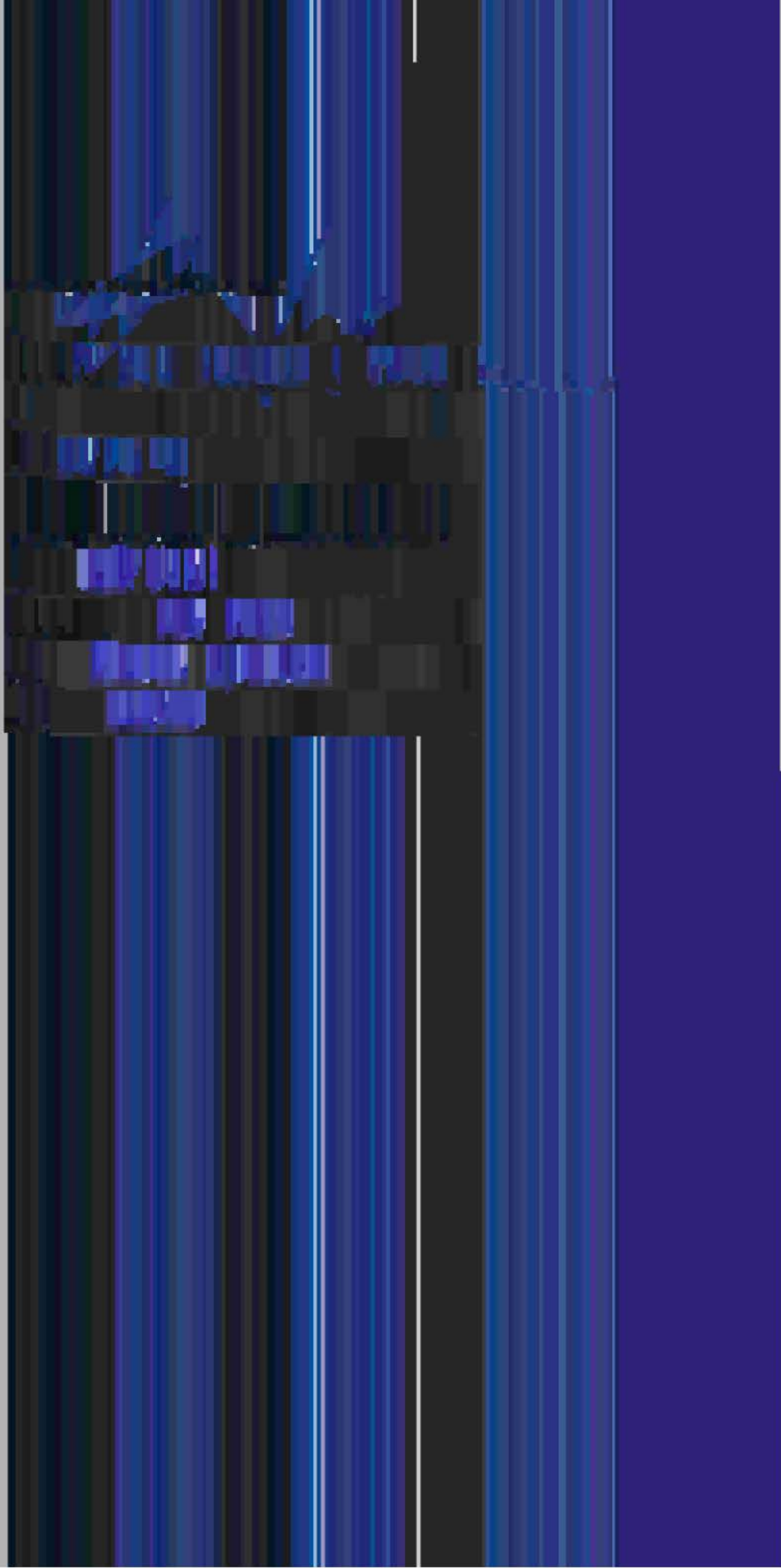


EXHIBIT A

The quarterly status reports required by Article 7 shall include the following information and any additional information that may be reasonably requested by Company:

- Status of financing and expected closing date
- Notification and status of any plans to change control or ownership of the project
- Site location and acreage
- EIA Plant Code
- Description of construction status
- Timeline of construction to include:
 - Start date of construction
 - Construction completion date
 - Date for start-up and testing
- Timeline for interconnection through completion
- Current interconnection status
- Status of required permits
- Notice of any changes, modifications, or assignment of CPCN or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities and QF Status
- Summary of anticipated design components including transformer voltages and maximum output in AC & DC
- Estimated COD

EXHIBIT B
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Company. Company may withhold such consent if it determines, in its sole discretion that such assignment would not be in the best interests of Company or its customers. Any attempted assignment that Company has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay the Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$12,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of the Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

Operator shall indemnify and save harmless and, if requested by Company, defend Company, its officers, directors and employees from and against any and all losses and claims or demands for damages to real property or tangible personal property (including the property of Dominion Energy Virginia) and injury or death to persons arising out of, resulting from, or in any manner caused by the presence, operation or maintenance of any part of Operator's Facility; provided, however, that nothing herein shall be construed as requiring Operator to indemnify Company for any injuries, deaths or damages caused by the sole negligence of Company.

Operator shall hold General Liability Insurance specifically and solely for the Facility with limits of \$2,000,000 each occurrence and in the aggregate, which amount shall be modified using commercially reasonable standards in accordance with any prior written notice by the Company. Operator agrees to have Dominion Energy Virginia named as an additional insured and shall keep such coverage current throughout the term of this Agreement. Operator shall initially provide the Company written evidence of liability insurance coverage prior to the COD. Thereafter, it shall provide additional documentation evidencing current coverage when requested by the Company. In addition, Operator shall provide thirty (30) days prior written notice of any cancellation or non-renewal of such coverage.

III - QF Certification

Operator represents and warrants that its Facility meets the QF requirements established as of the Effective Date of this Agreement by the FERC's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to maintain QF status throughout the term of this Agreement. Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to status of the Facility as a QF. If requested by Company prior to May 1 of any year, Operator agrees to provide by July 1 of the same year to Company for the preceding year sufficient for

Company to determine the Operator's continuing compliance with its QF requirements, including but not limited to:

- (a) All information required by FERC Form 556;
- (b) Copy of the Facility's currently effective FERC Form 556 or formal FERC certification, as applicable and any subsequent revisions or amendments;
- (c) Where applicable, a copy of any contract executed with a thermal host;
- (d) Where applicable, identification of the amount of each type of fuel used per month and average heating value for each type of fuel, which will be used to determine the Total Energy Input. These values should be verifiable by auditing supporting documentation;
- (e) Where applicable, identification of each of the QF's useful thermal output(s) for each month, including temperature, pressure, amount of thermal output delivered, temperature and amount of condensate returned (if applicable) and the conversion to Btus. These values should be verifiable by auditing supporting documentation;
- (f) Identification of the QF's useful power output for each month. These values should be verifiable by auditing supporting documentation;
- (g) Where applicable, drawings, heat balance diagrams and a sufficiently detailed narrative describing the delivery of useful thermal output including the location, description, and calibration data for all metering equipment used for QF calculations; and
- (h) Company may request additional information, as needed, to monitor the QF requirements.

IV - Consequential Damages

In no event shall either Party be liable to the other for any special, indirect, incidental or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the Parties expressly set forth in this Agreement.

V - Amendments, Waivers, Severability and Headings

This Agreement, including the appendices thereto, can be amended only by agreement between the Parties in writing. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the Parties shall be deemed to be reduced only as much as may be required to remove

the impediment. The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

VI - Compliance with Laws

Operator covenants that it shall comply with all applicable provisions of Executive Order 11246, as amended; § 503 of the Rehabilitation Act of 1973, as amended; § 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and implementing regulations set forth in 41 C.F.R. §§ 60.1, 60-250, and 60-741 and the applicable provisions relating to the utilization of small minority business concerns as set forth in 15 U.S.C. § 637, as amended. Operator agrees that the equal opportunity clause set forth in 41 C.F.R. § 60-1.4 and the equal opportunity clauses set forth in 41 C.F.R. § 250.5 and 41 C.F.R. 60-§741.5 and the clauses relating to the utilization of small and minority business concerns set forth in 15 U.S.C. § 637(d) (3) and 48 C.F.R. § 52-219.9 are hereby incorporated by reference and made a part of this Agreement. If this Agreement has a value of more than \$500,000, Operator shall adopt and comply with a small business and small disadvantaged business subcontracting plan which shall conform to the requirements set forth in 15 U.S.C. § 637(d)(6). The provisions of this section shall apply to Operator only to the extent that:

- (a) such provisions are required of Operator under existing law;
- (b) Operator is not otherwise exempt from said provisions; and
- (c) Compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000 et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement.

Operator shall: (a) maintain the Facility in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion Energy Virginia may refuse to accept deliveries of power hereunder.

Company may enter Operator's premises: (a) to inspect Operator's protective devices at any reasonable time; (b) to read or test meters and metering equipment; and (c) to disconnect, without notice, the Facility if, in Company's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Dominion Energy Virginia facilities or other customers' facilities from damage or interference caused by Operator's Facility or lack of properly operating protective devices. Company will endeavor to notify Operator as quickly as practicable if disconnection occurs as provided in (c) above. Any inspection of Operator's protective devices

shall not impose on Company any liabilities with respect to the operation, safety or maintenance of such devices.

VIII - Metering

Dominion Energy Virginia will meter all electrical output delivered from the Facility on the high voltage side of the step up transformer(s).

Operator agrees to pay an administrative charge to Company to reflect all reasonable costs incurred by Company for meter reading and billing, also referred to as metering charges. The monthly meter reading and billing charge shall change from time to time when the SCC approves a different charge in Virginia Schedule 19.

In addition, Operator agrees to pay any fees required to provide and maintain leased telephone lines required for meter reading by Dominion Energy Virginia.

IX - Billing and Payment

Dominion Energy Virginia shall read the meter in accordance with its established meter reading schedule (the "Billing Period"). Operator shall pay the monthly metering charge set forth in Article II of Virginia Schedule 19 to cover the cost of meter reading and processing, as such charge may be amended from time to time subject to SCC approval. By the first business day after thirty days following the meter read date, Company shall make payment to Operator equal to the amount owed for the Contracted Capacity, the Maximum Net Capacity and the delivered energy including line loss. All payments shall be by wire transfer to Operator's wire account or as otherwise reasonably requested in writing by Operator. At Company's option, (i) Company may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Company may invoice Operator for such charges separately. Payment by Company shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess of any payments due Operator, Company shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

In the event that any data required for billing purposes hereunder are unavailable when required for such billing, the unavailable data shall be estimated by Company, based upon historical data. Such billing shall be subject to any required adjustment in a subsequent billing month.

Operator agrees that Company shall be entitled to withhold sufficient amounts due pursuant to this Agreement to offset (a) any damages to Company resulting from any breach of this Agreement by Operator, and (b) any other amounts Operator owes Company, including amounts arising from sales of electricity by Company to Operator, metering charges and Interconnection Facilities charges.

In no event shall Company be liable to Operator for any capacity payments in excess of the amounts contracted for herein, regardless of the ultimate length of this Agreement or revisions to Virginia Schedule 19 or successor schedules. Operator hereby agrees to accept the capacity payments as set forth herein as its sole and complete compensation for delivery of capacity to Company.

X - Force Majeure

Neither Party shall be considered in default under this Agreement or responsible to the other Party in tort, strict liability, contract or other legal theory for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service or any other failure to perform any of its obligations hereunder to the extent such failure occurs without fault or negligence on the part of that Party and is caused by factors beyond that Party's reasonable control, which by the exercise of reasonable diligence that Party is unable to prevent, avoid, mitigate or overcome, including without limitation storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or public enemy, action or inaction of a court or public authority, fire, sabotage, war, explosion, curtailments, unscheduled withdrawal of facilities from operation for maintenance or repair or any other cause of similar nature beyond the reasonable control of that Party (any such event, "Force Majeure"). Solely economic hardship of either Party shall not constitute Force Majeure under this Agreement. Nor shall anything contained in this paragraph or elsewhere in this Agreement excuse Operator or Company from strict compliance with the obligation of the Parties to comply with the terms of Article IX of this Exhibit B relating to timely payments.

Each Party shall have the obligation to operate in accordance with Good Utility Practice (as defined below) at all times and to use due diligence to overcome and remove any cause of failure to perform.

If a Party relies on the occurrence of an event of Force Majeure described above as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the Force Majeure event shall:

- a) Provide within forty-eight (48) hours written notice of such Force Majeure event or potential Force Majeure to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder;
- b) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) Expeditiously take action to correct or cure the Force Majeure event excusing performance; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;
- d) Exercise all reasonable efforts to mitigate or limit damages to the other Party; and

e) Provide prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance. All performance obligations hereunder shall be extended by a period equal to the term of the resultant delay.

If a Party responding to a Force Majeure event has the ability to obtain, for additional expenditures, expedited material deliveries or labor production which would allow a response to the event in a manner that is above and beyond Good Utility Practice, and such a response could shorten the duration of the Force Majeure event, the Party responding to the event may, at its discretion, present the other Party with the option of funding the expenditures for expediting material deliveries or labor production in an effort to reduce the duration of the event and economic hardship. Each such opportunity will be negotiated on a case-by-case basis by the Parties.

For purposes of this Agreement, “Good Utility Practice” shall mean any of the applicable practices, methods, standards, guides or acts: required by any governmental authority, regional or national reliability council, or national trade organization, including NERC, SERC, or the successor of any of them, as they may be amended from time to time whether or not the Party whose conduct is at issue is a member thereof; otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period which in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, good business practices, generation, transmission and distribution reliability, safety, environmental protection, economy and expediency. Good Utility Practice is intended to be acceptable practices, methods, or acts generally accepted in the region, or any other acts or practices as are reasonably necessary to maintain the reliability of the Transmission System (as defined in the Interconnection Agreement), or of the Facility, and is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others.

XI – Confidentiality

(a) Each Party agrees that it will treat in confidence this Agreement and all documents, materials, and other information which it shall have obtained regarding the other Party during the course of the negotiations leading to, and its performance of, this Agreement whether obtained before or after the date of this Agreement and whether disclosed in oral written, graphic, or electronic form (such documents, materials, and other information deemed “Confidential Information”). The Parties shall use their respective best efforts to protect Confidential Information against disclosure by employing the same measures to protect such Confidential Information as each such Party uses to protect its own non-public, confidential or proprietary information, but in no event less than commercially reasonable measures, and otherwise in accordance with the provisions of this Article XI. Specifically, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any person, corporation or other entity the Confidential Information without the prior written consent of the Party providing the Confidential Information, except a receiving Party may disclose Confidential Information to its affiliates, board members, officers, employees, agents, consultants, contractors, potential investors and Facility Lenders and other representatives (“Representatives”) who in each case have a legitimate need for such Confidential Information and are instructed by such receiving Party to keep such Confidential Information confidential. Each Party agrees that it shall be responsible for

ensuring that its Representatives to whom it discloses Confidential Information keep such information confidential in accordance with the requirements of this Article XI.

(b) The Parties acknowledge that either Party may, from time to time, be required to provide information pertaining to this Agreement, or its subject matter, to the SCC, FERC, or other federal, state or local regulatory bodies having jurisdiction over the Party (and, as applicable, its rates, facilities, or operations) as such regulatory bodies may require and subject to the Party's good faith efforts to obtain confidential treatment of such information as may relate to this Agreement. To the extent that a Party is required to release such information, the Party releasing such information shall give prompt prior written notice of its intention to the other Party and cooperate with such Party's efforts to prevent or restrict disclosure of such information and use reasonable efforts to structure the release of such information so as not to identify that this Agreement was the source of such information.

(c) The Parties agree that, in the event of a breach or threatened breach of the terms of this Article XI by either Party, the non-breaching Party shall be entitled to an injunction, without the requirement to post bond, prohibiting any such breach or disclosure, or further disclosure, of any Confidential Information. In addition to injunctive relief, disclosing Party shall have all other rights and remedies afforded it by law, except as otherwise limited by this Agreement.

The provisions of this Article XI shall survive the termination of this Agreement for a period of two (2) years following the date of such termination.

EXHIBIT C

Exhibit C is a copy of Virginia Schedule 19

Schedule 19
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

OFFICIAL COPY

Feb 26 2021

I. APPLICABILITY & AVAILABILITY

This Schedule is applicable to any Cogenerator or Small Power Producer (Qualifying Facility), as defined in the Public Utility Regulatory Policies Act of 1978 (PURPA), which desires to provide all or part of its electrical output to the Company on an energy and capacity or on an energy only basis, and which has a net capacity of 20,000 kW or less, and enters into an agreement for the sale of electrical output to Virginia Electric and Power Company (Agreement).

No developer, or any affiliate of a developer, shall be permitted to locate a Schedule 19 facility within one-half mile of any other Schedule 19 facility owned or operated by such developer or any affiliate of such developer unless:

- a. Such facilities provide thermal energy to different, unaffiliated hosts; or
- b. Such facilities provide thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs; or
- c. Such facilities utilize a renewable resource that may be subject to geographic siting limitations, such as hydroelectric, solar or wind power facilities.

This Schedule is available to a Qualifying Facility (QF) which enters into an Agreement with the Company during the effective period of this Schedule, and which achieves Commercial Operation in accordance with the provisions of its Agreement (Commercial Operations) on or after January 1, 2006.

II. MONTHLY BILLING TO THE QF

The provision of Electric Service from the Company to the QF will be in accordance with any applicable filed rate schedule. A QF that elects to sell electrical output from its generation facility will be billed a monthly charge as follows to cover the cost of meter reading and processing:

1. For QFs requiring only one non-time differentiated meter: \$5.34.
2. For QFs requiring only one time differentiated meter: \$62.54.
3. For QFs requiring two time differentiated meters: \$98.60.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

III. CONTRACT OPTIONS

QFs with a net capacity of 10 kW or less shall elect, from the following two options, the manner in which the QF shall operate and provide its electrical output to the Company. This election shall be contracted for and made a part of the QF's Agreement. QFs with a net capacity greater than 10 kW but less than or equal to 20,000 kW must contract for the supply of both energy and capacity to the Company, in accordance with Paragraph III. A., below. Purchase payments, if any, to the QF for the supply of energy and/or capacity to the Company shall be based on this contractual designation.

- A. Supply of Energy and Capacity: A QF shall contract for the supply of both energy and capacity to the Company, except as may be permitted pursuant to Paragraph III. B., below. The level of capacity that the QF contracts for shall not exceed 20,000 kW. The supply of both energy and capacity shall require the installation of one (or two, if necessary) time differentiated meter(s) to measure the hourly output of the QF's generation facility.
- B. Supply of Energy Only: A QF with a net capacity of 10 kW or less may elect to contract for the supply of only energy to the Company. A QF electing this option will not be eligible for capacity payments. Election of this option shall require the installation of a non-time differentiated meter to measure the monthly output of the QF's generation facility.

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY

A QF that supplies both energy and capacity to the Company, in accordance with Paragraph III. A., above, shall receive purchase payments as follows:

- A. Energy Purchase Payments
 - 1. Purchase payments for the supply of energy by the QF to the Company will be based on an hourly energy purchase price (cents per kWh) that is calculated using the hourly \$/MWh PJM Interconnection, LLC (PJM) Dom Zone Day Ahead Locational Marginal Price (DA LMP) divided by 10, and multiplied by the hourly net generation as recorded on the Company's time differentiated meter.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

2. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
3. In lieu of the line loss percentage in Paragraph IV. A.2., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

B. Capacity Purchase Payments

Purchase payments for the supply of capacity by the QF to the Company will be made based upon the QF's daily net on-peak generation multiplied by that corresponding day's on-peak capacity purchase price, as calculated, below. If applicable, the purchase payment for capacity may be modified by application of the Summer Peak Performance Factor (SPPF), as described, below. The on-peak hours for every day are from 7 AM to 11 PM. Off-peak hours are defined as all other hours.

Beginning June 1, 2007, and for each June 1, thereafter, PJM will establish the Reliability Pricing Model capacity resource clearing price for each PJM zone, shown as a \$/MW/day price, that will be applicable through the following May 31. Such prices will be the clearing results from PJM's Base Residual Auction. Using the price for the Dom Zone (initially identified on the PJM website as "Dom_PZonal"), the Company will calculate an on-peak capacity purchase price (cents per kWh) for each day by dividing the Dom Zone \$/MW/day price by 16 hours, and further dividing the result by 10, rounded to the nearest one-thousandth cent. The resulting cents per kWh on-peak capacity purchase price will be applied to the QF's net on-peak generation for the corresponding day, to provide for the daily capacity purchase amount. The sum of the daily capacity purchase amounts for the billing month will constitute the monthly capacity purchase payment to the QF, unless modified by application of the SPPF, below.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

Initially, a QF's SPPF will be 1. Once a QF has achieved Commercial Operations and such operation encompasses at least a full Summer (defined by PJM as June 1 through September 30, inclusive), the following January billing month, and for each January billing month thereafter, an SPPF will be calculated that is based on the QF's operation during the five (5) PJM coincident peak hours ("CP Hours"), as posted by PJM, during the Summer of the previous calendar year. The QF's SPPF is equal to the number of CP Hours in which the QF generated at or greater than 75% of its net capacity, divided by 5. Therefore, the SPPF could be 0, .2, .4, .6, .8, or 1. The QF's SPPF will be applied to the monthly capacity purchase payment for each billing month of the current calendar year.

V. PAYMENT OF COMPANY PURCHASES OF ENERGY ONLY

A QF that supplies only energy to the Company, in accordance with its election in Paragraph III. B., above, shall receive purchase payments as follows:

- A. Purchase payments for the supply of only energy by the QF to the Company will be based on an energy purchase price (cents per kWh) that is calculated using the average of the hourly \$/MWh Dom Zone DA LMP for the QF's billing month divided by 10, and multiplied by the net generation as recorded on the Company's non-time differentiated meter.
- B. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
- C. In lieu of the line loss percentage in Paragraph V. B., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The Company shall own and install any interconnection facilities on the Company side of the meter required for the QF to sell energy to the Company. The costs associated with these facilities will be borne by the QF. These costs include, but are not limited to, the costs of connection, switching, metering, transmission, distribution, safety provisions, telephone lines, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the facilities necessary to permit interconnected operations with the QF. The QF shall pay for these interconnection costs by either of the following methods:
1. A one-time lump-sum payment equal to the estimated new installed cost of all interconnection facilities provided by the Company multiplied by the appropriate tax effect recovery factor (if applicable), plus the appropriate monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission.
 2. A continuous monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission which is designed to recover over time the estimated new installed cost of all interconnection facilities and their related operating expenses.

The QF will also be responsible for payment to the Company for the cost of removing the interconnection facilities at the conclusion of the QF's Agreement. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION (Continued)

- C. In addition to the costs in Paragraph VI.B., above, the actual costs associated with relocating and/or rearranging existing facilities to allow interconnected operation will also be borne by the QF. A monthly charge shall not apply to these costs. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.
- D. The QF shall have equipment specifications and plans for control devices interconnection facilities, and protective devices approved by the Company in advance of energizing the facility.
- E. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- F. Upon request by the Company, the Cogenerator or Small Power Producer must demonstrate that the facility is a Qualifying Facility as defined by PURPA.
- G. The Company shall have the right to reduce the energy received from a QF during periods when a minimum load condition exists on the Company's system. These reductions will be within the design limits of each QF's equipment and will be limited to 1,000 off-peak hours in any calendar year.

VII. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

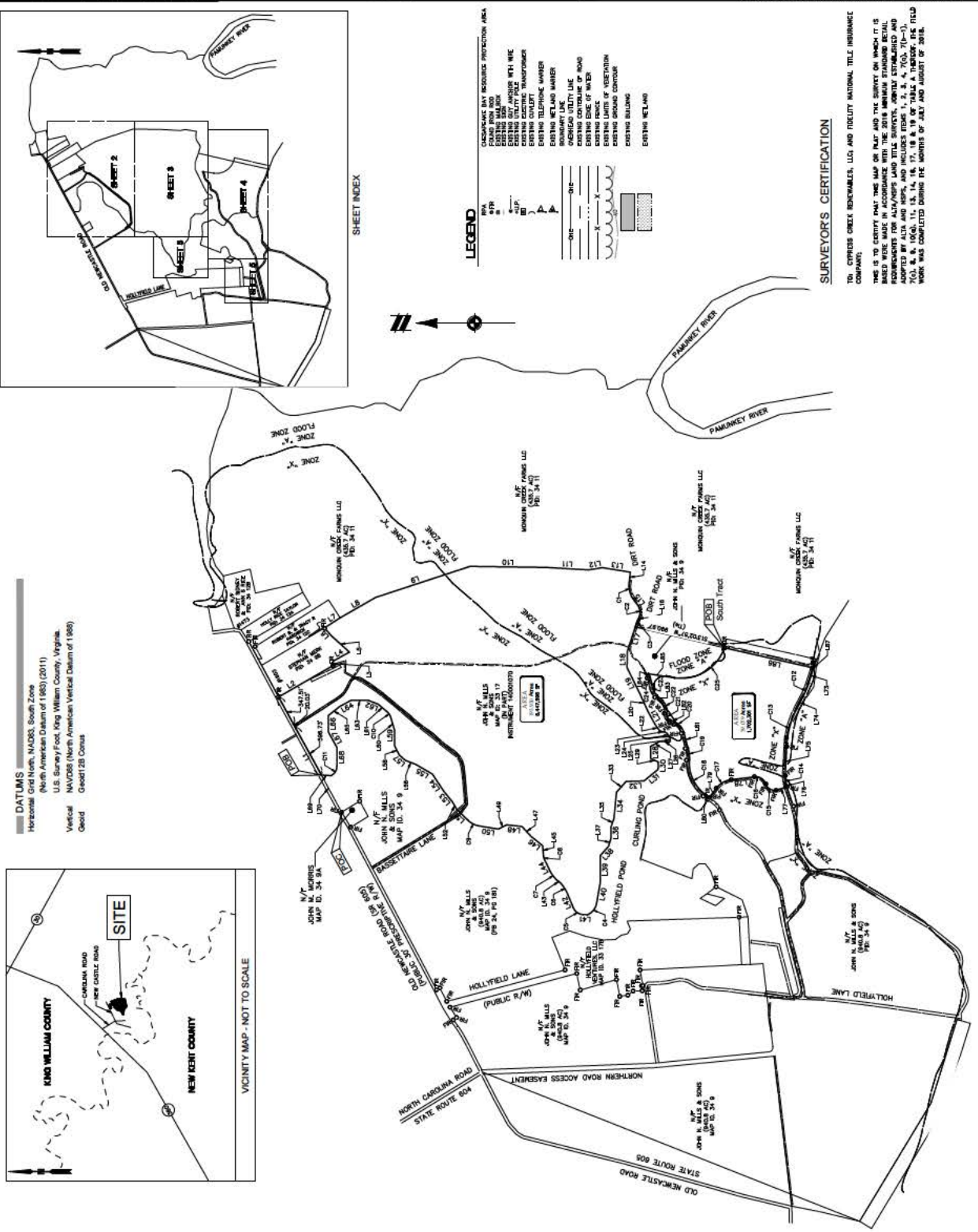
The provisions of this schedule, including the rates for purchase of electricity by the Company, are subject to modification at any time in the manner prescribed by law, and when so modified, shall supersede the rates and provisions hereof. However, payments to QFs with contracts for a specified term at payments established at the time the obligation is incurred shall remain at the payment levels established in their contract.

VIII. TERM OF CONTRACT

The term of contract shall be mutually agreed upon, but not less than one year.

EXHIBIT D

Exhibit D is a map and written description identifying the specific location of the Facility and is provided by the Operator.



LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
13	88°10'27.2"	66.04	144	88°00'17.2"	126.67
14	88°00'17.2"	126.67	145	88°00'17.2"	126.67
15	88°00'17.2"	126.67	146	88°00'17.2"	126.67
16	88°00'17.2"	126.67	147	88°00'17.2"	126.67
17	88°00'17.2"	126.67	148	88°00'17.2"	126.67
18	88°00'17.2"	126.67	149	88°00'17.2"	126.67
19	88°00'17.2"	126.67	150	88°00'17.2"	126.67
20	88°00'17.2"	126.67	151	88°00'17.2"	126.67
21	88°00'17.2"	126.67	152	88°00'17.2"	126.67
22	88°00'17.2"	126.67	153	88°00'17.2"	126.67
23	88°00'17.2"	126.67	154	88°00'17.2"	126.67
24	88°00'17.2"	126.67	155	88°00'17.2"	126.67
25	88°00'17.2"	126.67	156	88°00'17.2"	126.67
26	88°00'17.2"	126.67	157	88°00'17.2"	126.67
27	88°00'17.2"	126.67	158	88°00'17.2"	126.67
28	88°00'17.2"	126.67	159	88°00'17.2"	126.67
29	88°00'17.2"	126.67	160	88°00'17.2"	126.67
30	88°00'17.2"	126.67	161	88°00'17.2"	126.67
31	88°00'17.2"	126.67	162	88°00'17.2"	126.67
32	88°00'17.2"	126.67	163	88°00'17.2"	126.67
33	88°00'17.2"	126.67	164	88°00'17.2"	126.67
34	88°00'17.2"	126.67	165	88°00'17.2"	126.67
35	88°00'17.2"	126.67	166	88°00'17.2"	126.67
36	88°00'17.2"	126.67	167	88°00'17.2"	126.67
37	88°00'17.2"	126.67	168	88°00'17.2"	126.67
38	88°00'17.2"	126.67	169	88°00'17.2"	126.67
39	88°00'17.2"	126.67	170	88°00'17.2"	126.67
40	88°00'17.2"	126.67	171	88°00'17.2"	126.67
41	88°00'17.2"	126.67	172	88°00'17.2"	126.67
42	88°00'17.2"	126.67	173	88°00'17.2"	126.67
43	88°00'17.2"	126.67	174	88°00'17.2"	126.67
44	88°00'17.2"	126.67	175	88°00'17.2"	126.67
45	88°00'17.2"	126.67	176	88°00'17.2"	126.67
46	88°00'17.2"	126.67	177	88°00'17.2"	126.67
47	88°00'17.2"	126.67	178	88°00'17.2"	126.67
48	88°00'17.2"	126.67	179	88°00'17.2"	126.67
49	88°00'17.2"	126.67	180	88°00'17.2"	126.67
50	88°00'17.2"	126.67	181	88°00'17.2"	126.67
51	88°00'17.2"	126.67	182	88°00'17.2"	126.67
52	88°00'17.2"	126.67	183	88°00'17.2"	126.67
53	88°00'17.2"	126.67	184	88°00'17.2"	126.67
54	88°00'17.2"	126.67	185	88°00'17.2"	126.67
55	88°00'17.2"	126.67	186	88°00'17.2"	126.67
56	88°00'17.2"	126.67	187	88°00'17.2"	126.67
57	88°00'17.2"	126.67	188	88°00'17.2"	126.67
58	88°00'17.2"	126.67	189	88°00'17.2"	126.67
59	88°00'17.2"	126.67	190	88°00'17.2"	126.67
60	88°00'17.2"	126.67	191	88°00'17.2"	126.67
61	88°00'17.2"	126.67	192	88°00'17.2"	126.67
62	88°00'17.2"	126.67	193	88°00'17.2"	126.67
63	88°00'17.2"	126.67	194	88°00'17.2"	126.67
64	88°00'17.2"	126.67	195	88°00'17.2"	126.67
65	88°00'17.2"	126.67	196	88°00'17.2"	126.67
66	88°00'17.2"	126.67	197	88°00'17.2"	126.67
67	88°00'17.2"	126.67	198	88°00'17.2"	126.67
68	88°00'17.2"	126.67	199	88°00'17.2"	126.67
69	88°00'17.2"	126.67	200	88°00'17.2"	126.67

CURVE	LENGTH	CHORD	END BEARINGS	CHORD
C1	202.86	262.05	S74.04°12'W	198.04
C2	148.24	183.25	S84.11°11'W	140.91
C3	43.45	35.05	N67.45°24'W	43.37
C4	169.93	168.22	N40.23°07'W	159.48
C5	336.09	333.59	N57.62°30'W	193.31
C6	148.02	308.14	N87.05°22'E	147.16
C7	122.83	314.47	N79.12°28'E	122.28
C8	63.89	24.74	N74.92°14'E	63.66
C9	41.15	22.51	N59.57°13'E	33.96
C10	86.71	62.91	N59.11°30'E	86.30
C11	129.94	168.81	N57.06°34'E	118.28
C12	161.32	100.46	S87.07°01'E	164.14
C13	43.70	95.95	N75.54°14'W	420.32
C14	108.02	105.97	S82.13°06'W	101.42
C15	142.15	203.09	S83.23°01'E	132.70
C16	150.75	214.87	N57.15°57'E	148.50
C17	31.94	33.57	N52.72°07'E	187.14
C18	418.91	425.05	N69.15°21'E	402.15
C19	138.52	423.05	N64.10°13'E	135.34
C20	156.25	175.00	N64.10°46'E	152.91
C21	84.87	63.05	N62.42°47'E	78.97
C22	157.40	165.00	N62.42°47'E	151.50
C23	331.45	175.00	N64.55°46'E	128.41
C24	87.66	225.03	N73.57°21'E	87.10
C25	682.07	442.02	S79.02°46'E	629.15

EXHIBIT E

Exhibit E is a copy of the Operator Form 556 or formal FERC certification of QF status in effect as of the Effective Date.

OR

If Facility is less than 1MW, Operator may submit the following statement as Exhibit E that the Facility qualifies as a Qualifying Facility (QF) under federal law:

Federal law exempts small power production or cogeneration facilities with net power production capacities of 1 MW or less from certain certification requirements in order to qualify as a qualifying facility (“QF” or “Qualifying Facility”). Therefore, [QF Name Here] submits the Facility is exempt from the certification requirements, but submits that the Facility qualifies as a Qualifying Facility under federal law set forth in the Public Utility Regulatory Policies Act of 1978 (codified at 16 U.S.C. § 824a-3).

Name

Title

Form 556

Certification of Qualifying Facility (QF) Status for a Small Power
Production or Cogeneration Facility

OFFICIAL COPY

Feb 26 2021


General

Questions about completing this form should be sent to Form556@ferc.gov. Information about the Commission's QF program, answers to frequently asked questions about QF requirements or completing this form, and contact information for QF program staff are available at the Commission's QF website, www.ferc.gov/QF. The Commission's QF website also provides links to the Commission's QF regulations (18 C.F.R. § 131.80 and Part 292), as well as other statutes and orders pertaining to the Commission's QF program.

Who Must File

Any applicant seeking QF status or recertification of QF status for a generating facility with a net power production capacity (as determined in lines 7a through 7g below) greater than 1000 kW must file a self-certification or an application for Commission certification of QF status, which includes a properly completed Form 556. Any applicant seeking QF status for a generating facility with a net power production capacity 1000 kW or less is exempt from the certification requirement, and is therefore not required to complete or file a Form 556. See 18 C.F.R. § 292.203.

How to Complete the Form 556

This form is intended to be completed by responding to the items in the order they are presented, according to the instructions given. If you need to back-track, you may need to clear certain responses before you will be allowed to change other responses made previously in the form. If you experience problems, click on the nearest help button () for assistance, or contact Commission staff at Form556@ferc.gov.

Certain lines in this form will be automatically calculated based on responses to previous lines, with the relevant formulas shown. You must respond to all of the previous lines within a section before the results of an automatically calculated field will be displayed. If you disagree with the results of any automatic calculation on this form, contact Commission staff at Form556@ferc.gov to discuss the discrepancy before filing.

You must complete all lines in this form unless instructed otherwise. Do not alter this form or save this form in a different format. Incomplete or altered forms, or forms saved in formats other than PDF, will be rejected.

How to File a Completed Form 556

Applicants are required to file their Form 556 electronically through the Commission's eFiling website (see instructions on page 2). By filing electronically, you will reduce your filing burden, save paper resources, save postage or courier charges, help keep Commission expenses to a minimum, and receive a much faster confirmation (via an email containing the docket number assigned to your facility) that the Commission has received your filing.

If you are simultaneously filing both a waiver request and a Form 556 as part of an application for Commission certification, see the "Waiver Requests" section on page 3 for more information on how to file.

Paperwork Reduction Act Notice

This form is approved by the Office of Management and Budget. Compliance with the information requirements established by the FERC Form No. 556 is required to obtain or maintain status as a QF. See 18 C.F.R. § 131.80 and Part 292. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The estimated burden for completing the FERC Form No. 556, including gathering and reporting information, is as follows: 3 hours for self-certification of a small power production facility, 8 hours for self-certifications of a cogeneration facility, 6 hours for an application for Commission certification of a small power production facility, and 50 hours for an application for Commission certification of a cogeneration facility. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the following: Information Clearance Officer, Office of the Executive Director (ED-32), Federal Energy Regulatory Commission, 888 First Street N.E., Washington, DC 20426 (DataClearance@ferc.gov); and Desk Officer for FERC, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503 (oir_submission@omb.eop.gov). Include the Control No. 1902-0075 in any correspondence.

Electronic Filing (eFiling)

To electronically file your Form 556, visit the Commission's QF website at www.ferc.gov/QF and click the eFiling link.

If you are eFiling your first document, you will need to register with your name, email address, mailing address, and phone number. If you are registering on behalf of an employer, then you will also need to provide the employer name, alternate contact name, alternate contact phone number and alternate contact email.

Once you are registered, log in to eFiling with your registered email address and the password that you created at registration. Follow the instructions. When prompted, select one of the following QF-related filing types, as appropriate, from the Electric or General filing category.

Filing category	Filing Type as listed in eFiling	Description
Electric	(Fee) Application for Commission Cert. as Cogeneration QF	Use to submit an application for Commission certification or Commission recertification of a cogeneration facility as a QF.
	(Fee) Application for Commission Cert. as Small Power QF	Use to submit an application for Commission certification or Commission recertification of a small power production facility as a QF.
	Self-Certification Notice (QF, EG, FC)	Use to submit a notice of self-certification of your facility (cogeneration or small power production) as a QF.
	Self-Recertification of Qualifying Facility (QF)	Use to submit a notice of self-recertification of your facility (cogeneration or small power production) as a QF.
	Supplemental Information or Request	Use to correct or supplement a Form 556 that was submitted with errors or omissions, or for which Commission staff has requested additional information. Do <i>not</i> use this filing type to report new changes to a facility or its ownership; rather, use a self-recertification or Commission recertification to report such changes.
General	(Fee) Petition for Declaratory Order (not under FPA Part 1)	Use to submit a petition for declaratory order granting a waiver of Commission QF regulations pursuant to 18 C.F.R. §§ 292.204(a) (3) and/or 292.205(c). A Form 556 is not required for a petition for declaratory order unless Commission recertification is being requested as part of the petition.

You will be prompted to submit your filing fee, if applicable, during the electronic submission process. Filing fees can be paid via electronic bank account debit or credit card.

During the eFiling process, you will be prompted to select your file(s) for upload from your computer.

Filing Fee

No filing fee is required if you are submitting a self-certification or self-recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(a).

A filing fee is required if you are filing either of the following:

- (1) an application for Commission certification or recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(b), or
- (2) a petition for declaratory order granting waiver pursuant to 18 C.F.R. §§ 292.204(a)(3) and/or 292.205(c).

The current fees for applications for Commission certifications and petitions for declaratory order can be found by visiting the Commission's QF website at www.ferc.gov/QF and clicking the Fee Schedule link.

You will be prompted to submit your filing fee, if applicable, during the electronic filing process described on page 2.

Required Notice to Utilities and State Regulatory Authorities

Pursuant to 18 C.F.R. § 292.207(a)(ii), you must provide a copy of your self-certification or request for Commission certification to the utilities with which the facility will interconnect and/or transact, as well as to the State regulatory authorities of the states in which your facility and those utilities reside. Links to information about the regulatory authorities in various states can be found by visiting the Commission's QF website at www.ferc.gov/QF and clicking the Notice Requirements link.

What to Expect From the Commission After You File

An applicant filing a Form 556 electronically will receive an email message acknowledging receipt of the filing and showing the docket number assigned to the filing. Such email is typically sent within one business day, but may be delayed pending confirmation by the Secretary of the Commission of the contents of the filing.

An applicant submitting a self-certification of QF status should expect to receive no documents from the Commission, other than the electronic acknowledgement of receipt described above. Consistent with its name, a self-certification is a certification *by the applicant itself* that the facility meets the relevant requirements for QF status, and does not involve a determination by the Commission as to the status of the facility. An acknowledgement of receipt of a self-certification, in particular, does not represent a determination by the Commission with regard to the QF status of the facility. An applicant self-certifying may, however, receive a rejection, revocation or deficiency letter if its application is found, during periodic compliance reviews, not to comply with the relevant requirements.

An applicant submitting a request for Commission certification will receive an order either granting or denying certification of QF status, or a letter requesting additional information or rejecting the application. Pursuant to 18 C.F.R. § 292.207(b)(3), the Commission must act on an application for Commission certification within 90 days of the later of the filing date of the application or the filing date of a supplement, amendment or other change to the application.

Waiver Requests

18 C.F.R. § 292.204(a)(3) allows an applicant to request a waiver to modify the method of calculation pursuant to 18 C.F.R. § 292.204(a)(2) to determine if two facilities are considered to be located at the same site, for good cause. 18 C.F.R. § 292.205(c) allows an applicant to request waiver of the requirements of 18 C.F.R. §§ 292.205(a) and (b) for operating and efficiency upon a showing that the facility will produce significant energy savings. A request for waiver of these requirements must be submitted as a petition for declaratory order, with the appropriate filing fee for a petition for declaratory order. Applicants requesting Commission recertification as part of a request for waiver of one of these requirements should electronically submit their completed Form 556 along with their petition for declaratory order, rather than filing their Form 556 as a separate request for Commission recertification. Only the filing fee for the petition for declaratory order must be paid to cover both the waiver request and the request for recertification *if such requests are made simultaneously*.

18 C.F.R. § 292.203(d)(2) allows an applicant to request a waiver of the Form 556 filing requirements, for good cause. Applicants filing a petition for declaratory order requesting a waiver under 18 C.F.R. § 292.203(d)(2) do not need to complete or submit a Form 556 with their petition.

Geographic Coordinates

If a street address does not exist for your facility, then line 3c of the Form 556 requires you to report your facility's geographic coordinates (latitude and longitude). Geographic coordinates may be obtained from several different sources. You can find links to online services that show latitude and longitude coordinates on online maps by visiting the Commission's QF webpage at www.ferc.gov/QF and clicking the Geographic Coordinates link. You may also be able to obtain your geographic coordinates from a GPS device, Google Earth (available free at <http://earth.google.com>), a property survey, various engineering or construction drawings, a property deed, or a municipal or county map showing property lines.

Filing Privileged Data or Critical Energy Infrastructure Information in a Form 556

The Commission's regulations provide procedures for applicants to either (1) request that any information submitted with a Form 556 be given privileged treatment because the information is exempt from the mandatory public disclosure requirements of the Freedom of Information Act, 5 U.S.C. § 552, and should be withheld from public disclosure; or (2) identify any documents containing critical energy infrastructure information (CEII) as defined in 18 C.F.R. § 388.113 that should not be made public.

If you are seeking privileged treatment or CEII status for any data in your Form 556, then you must follow the procedures in 18 C.F.R. § 388.112. See www.ferc.gov/help/filing-guide/file-ceii.asp for more information.

Among other things (see 18 C.F.R. § 388.112 for other requirements), applicants seeking privileged treatment or CEII status for data submitted in a Form 556 must prepare and file both (1) a complete version of the Form 556 (containing the privileged and/or CEII data), and (2) a public version of the Form 556 (with the privileged and/or CEII data redacted). Applicants preparing and filing these different versions of their Form 556 must indicate below the security designation of this version of their document. If you are *not* seeking privileged treatment or CEII status for any of your Form 556 data, then you should not respond to any of the items on this page.

<p>Non-Public: Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This non-public version of the applicant's Form 556 contains all data, including the data that is redacted in the (separate) public version of the applicant's Form 556.</p>
<p>Public (redacted): Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This public version of the applicants's Form 556 contains all data <u>except</u> for data from the lines indicated below, which has been redacted.</p>
<p>Privileged: Indicate below which lines of your form contain data for which you are seeking privileged treatment</p>
<p>Critical Energy Infrastructure Information (CEII): Indicate below which lines of your form contain data for which you are seeking CEII status</p>

The eFiling process described on page 2 will allow you to identify which versions of the electronic documents you submit are public, privileged and/or CEII. The filenames for such documents should begin with "Public", "Priv", or "CEII", as applicable, to clearly indicate the security designation of the file. Both versions of the Form 556 should be unaltered PDF copies of the Form 556, as available for download from www.ferc.gov/QF. To redact data from the public copy of the submittal, simply omit the relevant data from the Form. For numerical fields, leave the redacted fields blank. For text fields, complete as much of the field as possible, and replace the redacted portions of the field with the word "REDACTED" in brackets. Be sure to identify above all fields which contain data for which you are seeking non-public status.

The Commission is not responsible for detecting or correcting filer errors, including those errors related to security designation. If your documents contain sensitive information, make sure they are filed using the proper security designation.

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC

OMB Control # 1902-0075
Expiration 06/30/2019

Form 556

Certification of Qualifying Facility (QF) Status for a Small Power
Production or Cogeneration Facility

OFFICIAL COPY

Feb 26 2021

Application Information

1a Full name of applicant (legal entity on whose behalf qualifying facility status is sought for this facility)

Energix Hollyfield, LLC

1b Applicant street address

2311 Wilson Blvd. STE 640

1c City

Arlington

1d State/province

VA

1e Postal code

22201

1f Country (if not United States)

1g Telephone number

(703) 373-7345

1h Has the instant facility ever previously been certified as a QF? Yes ☒ No ☐

1i If yes, provide the docket number of the last known QF filing pertaining to this facility: QF 20 - 420 - 000

1j Under which certification process is the applicant making this filing?

☒ Notice of self-certification
(see note below)

☐ Application for Commission certification (requires filing
fee; see "Filing Fee" section on page 3)

Note: a notice of self-certification is a notice by the applicant itself that its facility complies with the requirements for QF status. A notice of self-certification does not establish a proceeding, and the Commission does not review a notice of self-certification to verify compliance. See the "What to Expect From the Commission After You File" section on page 3 for more information.

1k What type(s) of QF status is the applicant seeking for its facility? (check all that apply)

☒ Qualifying small power production facility status

☐ Qualifying cogeneration facility status

1l What is the purpose and expected effective date(s) of this filing?

☐ Original certification; facility expected to be installed by _____ and to begin operation on _____

☒ Change(s) to a previously certified facility to be effective on 12/24/19

(identify type(s) of change(s) below, and describe change(s) in the Miscellaneous section starting on page 19)

☒ Name change and/or other administrative change(s)

☒ Change in ownership

☐ Change(s) affecting plant equipment, fuel use, power production capacity and/or cogeneration thermal output

☐ Supplement or correction to a previous filing submitted on _____

(describe the supplement or correction in the Miscellaneous section starting on page 19)

1m If any of the following three statements is true, check the box(es) that describe your situation and complete the form to the extent possible, explaining any special circumstances in the Miscellaneous section starting on page 19.

☐ The instant facility complies with the Commission's QF requirements by virtue of a waiver of certain regulations previously granted by the Commission in an order dated _____ (specify any other relevant waiver orders in the Miscellaneous section starting on page 19)

☐ The instant facility would comply with the Commission's QF requirements if a petition for waiver submitted concurrently with this application is granted

☐ The instant facility complies with the Commission's regulations, but has special circumstances, such as the employment of unique or innovative technologies not contemplated by the structure of this form, that make the demonstration of compliance via this form difficult or impossible (describe in Misc. section starting on p. 19)

Contact Information	2a Name of contact person Itamar Sarussi		2b Telephone number (703) 373-7345	
	2c Which of the following describes the contact person's relationship to the applicant? (check one) <input type="checkbox"/> Applicant (self) <input type="checkbox"/> Employee, owner or partner of applicant authorized to represent the applicant <input checked="" type="checkbox"/> Employee of a company affiliated with the applicant authorized to represent the applicant on this matter <input type="checkbox"/> Lawyer, consultant, or other representative authorized to represent the applicant on this matter			
	2d Company or organization name (if applicant is an individual, check here and skip to line 2e) <input type="checkbox"/> Energix US, LLC			
	2e Street address (if same as Applicant, check here and skip to line 3a) <input checked="" type="checkbox"/>			
	2f City		2g State/province	
	2h Postal code		2i Country (if not United States)	
Facility Identification and Location	3a Facility name Energix Hollyfield, LLC			
	3b Street address (if a street address does not exist for the facility, check here and skip to line 3c) <input checked="" type="checkbox"/>			
	3c Geographic coordinates: If you indicated that no street address exists for your facility by checking the box in line 3b, then you must specify the latitude and longitude coordinates of the facility in degrees (to three decimal places). Use the following formula to convert to decimal degrees from degrees, minutes and seconds: decimal degrees = degrees + (minutes/60) + (seconds/3600). See the "Geographic Coordinates" section on page 4 for help. If you provided a street address for your facility in line 3b, then specifying the geographic coordinates below is optional.			
	Longitude <input type="checkbox"/> East (+) _____ 77.170 degrees <input checked="" type="checkbox"/> West (-) _____		Latitude <input checked="" type="checkbox"/> North (+) _____ 37.671 degrees <input type="checkbox"/> South (-) _____	
	3d City (if unincorporated, check here and enter nearest city) <input checked="" type="checkbox"/> Richmond		3e State/province Virginia	
	3f County (or check here for independent city) <input type="checkbox"/> King William		3g Country (if not United States)	
Transacting Utilities	Identify the electric utilities that are contemplated to transact with the facility.			
	4a Identify utility interconnecting with the facility Virginia Electric and Power Company d/b/a Dominion Energy Virginia			
	4b Identify utilities providing wheeling service or check here if none <input checked="" type="checkbox"/>			
	4c Identify utilities purchasing the useful electric power output or check here if none <input type="checkbox"/> Virginia Electric and Power Company d/b/a Dominion Energy Virginia			
	4d Identify utilities providing supplementary power, backup power, maintenance power, and/or interruptible power service or check here if none <input type="checkbox"/> Virginia Electric and Power Company d/b/a Dominion Energy Virginia			



Ownership and Operation

5a Direct ownership as of effective date or operation date: Identify all direct owners of the facility holding at least 10 percent equity interest. For each identified owner, also (1) indicate whether that owner is an electric utility, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or a holding company, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)), and (2) for owners which are electric utilities or holding companies, provide the percentage of equity interest in the facility held by that owner. If no direct owners hold at least 10 percent equity interest in the facility, then provide the required information for the two direct owners with the largest equity interest in the facility.

Full legal names of direct owners	Electric utility or holding company	If Yes, % equity interest
1) <u>Energix Hollyfield, LLC</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	100 %
2) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
3) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
4) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
5) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
6) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
7) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
8) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
9) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
10) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %

☐ Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

5b Upstream (i.e., indirect) ownership as of effective date or operation date: Identify all upstream (i.e., indirect) owners of the facility that both (1) hold at least 10 percent equity interest in the facility, and (2) are electric utilities, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or holding companies, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)). Also provide the percentage of equity interest in the facility held by such owners. (Note that, because upstream owners may be subsidiaries of one another, total percent equity interest reported may exceed 100 percent.)

Check here if no such upstream owners exist. ☐

Full legal names of electric utility or holding company upstream owners	% equity interest
1) <u>Energix VA2 Project Holdco, LLC</u>	100 %
2) <u>Energix US, LLC</u>	100 %
3) <u>Energix - Renewable Energies Ltd.</u>	100 %
4) _____	_____ %
5) _____	_____ %
6) _____	_____ %
7) _____	_____ %
8) _____	_____ %
9) _____	_____ %
10) _____	_____ %

☐ Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

5c Identify the facility operator

Energix Hollyfield, LLC

Energy Input

6a Describe the primary energy input: (check one main category and, if applicable, one subcategory)

- | | | |
|----------------------------------------------------------------|-------------------------------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> Biomass (specify) | <input checked="" type="checkbox"/> Renewable resources (specify) | <input type="checkbox"/> Geothermal |
| <input type="checkbox"/> Landfill gas | <input type="checkbox"/> Hydro power - river | <input type="checkbox"/> Fossil fuel (specify) |
| <input type="checkbox"/> Manure digester gas | <input type="checkbox"/> Hydro power - tidal | <input type="checkbox"/> Coal (not waste) |
| <input type="checkbox"/> Municipal solid waste | <input type="checkbox"/> Hydro power - wave | <input type="checkbox"/> Fuel oil/diesel |
| <input type="checkbox"/> Sewage digester gas | <input checked="" type="checkbox"/> Solar - photovoltaic | <input type="checkbox"/> Natural gas (not waste) |
| <input type="checkbox"/> Wood | <input type="checkbox"/> Solar - thermal | <input type="checkbox"/> Other fossil fuel (describe on page 19) |
| <input type="checkbox"/> Other biomass (describe on page 19) | <input type="checkbox"/> Wind | |
| <input type="checkbox"/> Waste (specify type below in line 6b) | <input type="checkbox"/> Other renewable resource (describe on page 19) | <input type="checkbox"/> Other (describe on page 19) |

6b If you specified "waste" as the primary energy input in line 6a, indicate the type of waste fuel used: (check one)

- ☐ Waste fuel listed in 18 C.F.R. § 292.202(b) (specify one of the following)
- ☐ Anthracite culm produced prior to July 23, 1985
 - ☐ Anthracite refuse that has an average heat content of 6,000 Btu or less per pound and has an average ash content of 45 percent or more
 - ☐ Bituminous coal refuse that has an average heat content of 9,500 Btu per pound or less and has an average ash content of 25 percent or more
 - ☐ Top or bottom subbituminous coal produced on Federal lands or on Indian lands that has been determined to be waste by the United States Department of the Interior's Bureau of Land Management (BLM) or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that the applicant shows that the latter coal is an extension of that determined by BLM to be waste
 - ☐ Coal refuse produced on Federal lands or on Indian lands that has been determined to be waste by the BLM or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that applicant shows that the latter is an extension of that determined by BLM to be waste
 - ☐ Lignite produced in association with the production of montan wax and lignite that becomes exposed as a result of such a mining operation
 - ☐ Gaseous fuels (except natural gas and synthetic gas from coal) (describe on page 19)
 - ☐ Waste natural gas from gas or oil wells (describe on page 19 how the gas meets the requirements of 18 C.F.R. § 2.400 for waste natural gas; include with your filing any materials necessary to demonstrate compliance with 18 C.F.R. § 2.400)
 - ☐ Materials that a government agency has certified for disposal by combustion (describe on page 19)
 - ☐ Heat from exothermic reactions (describe on page 19)
 - ☐ Residual heat (describe on page 19)
 - ☐ Used rubber tires
 - ☐ Plastic materials
 - ☐ Refinery off-gas
 - ☐ Petroleum coke
- ☐ Other waste energy input that has little or no commercial value and exists in the absence of the qualifying facility industry (describe in the Miscellaneous section starting on page 19; include a discussion of the fuel's lack of commercial value and existence in the absence of the qualifying facility industry)

6c Provide the average energy input, calculated on a calendar year basis, in terms of Btu/h for the following fossil fuel energy inputs, and provide the related percentage of the total average annual energy input to the facility (18 C.F.R. § 292.202(j)). For any oil or natural gas fuel, use lower heating value (18 C.F.R. § 292.202(m)).

Fuel	Annual average energy input for specified fuel	Percentage of total annual energy input
Natural gas	0 Btu/h	0 %
Oil-based fuels	0 Btu/h	0 %
Coal	0 Btu/h	0 %



Technical Facility Information

Indicate the maximum gross and maximum net electric power production capacity of the facility at the point(s) of delivery by completing the worksheet below. Respond to all items. If any of the parasitic loads and/or losses identified in lines 7b through 7e are negligible, enter zero for those lines.

7a The maximum gross power production capacity at the terminals of the individual generator(s) under the most favorable anticipated design conditions	13,000 kW
7b Parasitic station power used at the facility to run equipment which is necessary and integral to the power production process (boiler feed pumps, fans/blowers, office or maintenance buildings directly related to the operation of the power generating facility, etc.). If this facility includes non-power production processes (for instance, power consumed by a cogeneration facility's thermal host), do not include any power consumed by the non-power production activities in your reported parasitic station power.	375 kW
7c Electrical losses in interconnection transformers	1,350 kW
7d Electrical losses in AC/DC conversion equipment, if any	0 kW
7e Other interconnection losses in power lines or facilities (other than transformers and AC/DC conversion equipment) between the terminals of the generator(s) and the point of interconnection with the utility	0 kW
7f Total deductions from gross power production capacity = 7b + 7c + 7d + 7e	1,725.0 kW
7g Maximum net power production capacity = 7a - 7f	11,275.0 kW

7h Description of facility and primary components: Describe the facility and its operation. Identify all boilers, heat recovery steam generators, prime movers (any mechanical equipment driving an electric generator), electrical generators, photovoltaic solar equipment, fuel cell equipment and/or other primary power generation equipment used in the facility. Descriptions of components should include (as applicable) specifications of the nominal capacities for mechanical output, electrical output, or steam generation of the identified equipment. For each piece of equipment identified, clearly indicate how many pieces of that type of equipment are included in the plant, and which components are normally operating or normally in standby mode. Provide a description of how the components operate as a system. Applicants for cogeneration facilities do not need to describe operations of systems that are clearly depicted on and easily understandable from a cogeneration facility's attached mass and heat balance diagram; however, such applicants should provide any necessary description needed to understand the sequential operation of the facility depicted in their mass and heat balance diagram. If additional space is needed, continue in the Miscellaneous section starting on page 19.

The facility will be a 13.0 MW AC photovoltaic (PV) array comprised of approximately (40,476) 420Wp modules (or equivalent) attached to ground-mounted racks. The facility will utilize approximately (5) 2500kVa inverters (or equivalent).

Information Required for Small Power Production Facility

If you indicated in line 1k that you are seeking qualifying small power production facility status for your facility, then you must respond to the items on this page. Otherwise, skip page 10.

Certification of Compliance with Size Limitations	<p>Pursuant to 18 C.F.R. § 292.204(a), the power production capacity of any small power production facility, together with the power production capacity of any other small power production facilities that use the same energy resource, are owned by the same person(s) or its affiliates, and are located at the same site, may not exceed 80 megawatts. To demonstrate compliance with this size limitation, or to demonstrate that your facility is exempt from this size limitation under the Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Pub. L. 101-575, 104 Stat. 2834 (1990) <i>as amended by</i> Pub. L. 102-46, 105 Stat. 249 (1991)), respond to lines 8a through 8e below (as applicable).</p>																
	<p>8a Identify any facilities with electrical generating equipment located within 1 mile of the electrical generating equipment of the instant facility, and for which any of the entities identified in lines 5a or 5b, or their affiliates, holds at least a 5 percent equity interest.</p>																
	<p>Check here if no such facilities exist. <input checked="" type="checkbox"/></p>																
	<table border="1"> <thead> <tr> <th>Facility location (city or county, state)</th> <th>Root docket # (if any)</th> <th>Common owner(s)</th> <th>Maximum net power production capacity</th> </tr> </thead> <tbody> <tr> <td>1) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>2) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>3) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> </tbody> </table>	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity	1) _____	QF - _____	_____	_____ kW	2) _____	QF - _____	_____	_____ kW	3) _____	QF - _____	_____	_____ kW
	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity													
	1) _____	QF - _____	_____	_____ kW													
2) _____	QF - _____	_____	_____ kW														
3) _____	QF - _____	_____	_____ kW														
<p><input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed</p>																	
<p>8b The Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Incentives Act) provides exemption from the size limitations in 18 C.F.R. § 292.204(a) for certain facilities that were certified prior to 1995. Are you seeking exemption from the size limitations in 18 C.F.R. § 292.204(a) by virtue of the Incentives Act?</p> <p><input type="checkbox"/> Yes (continue at line 8c below) <input checked="" type="checkbox"/> No (skip lines 8c through 8e)</p>																	
<p>8c Was the original notice of self-certification or application for Commission certification of the facility filed on or before December 31, 1994? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																	
<p>8d Did construction of the facility commence on or before December 31, 1999? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																	
<p>8e If you answered No in line 8d, indicate whether reasonable diligence was exercised toward the completion of the facility, taking into account all factors relevant to construction? Yes <input type="checkbox"/> No <input type="checkbox"/> If you answered Yes, provide a brief narrative explanation in the Miscellaneous section starting on page 19 of the construction timeline (in particular, describe why construction started so long after the facility was certified) and the diligence exercised toward completion of the facility.</p>																	
Certification of Compliance with Fuel Use Requirements	<p>Pursuant to 18 C.F.R. § 292.204(b), qualifying small power production facilities may use fossil fuels, in minimal amounts, for only the following purposes: ignition; start-up; testing; flame stabilization; control use; alleviation or prevention of unanticipated equipment outages; and alleviation or prevention of emergencies, directly affecting the public health, safety, or welfare, which would result from electric power outages. The amount of fossil fuels used for these purposes may not exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																
	<p>9a Certification of compliance with 18 C.F.R. § 292.204(b) with respect to uses of fossil fuel:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the facility will use fossil fuels <i>exclusively</i> for the purposes listed above.</p>																
	<p>9b Certification of compliance with 18 C.F.R. § 292.204(b) with respect to amount of fossil fuel used annually:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the amount of fossil fuel used at the facility will not, in aggregate, exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																



Information Required for Cogeneration Facility

If you indicated in line 1k that you are seeking qualifying cogeneration facility status for your facility, then you must respond to the items on pages 11 through 13. Otherwise, skip pages 11 through 13.

General Cogeneration Information	Pursuant to 18 C.F.R. § 292.202(c), a cogeneration facility produces electric energy and forms of useful thermal energy (such as heat or steam) used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy. Pursuant to 18 C.F.R. § 292.202(s), "sequential use" of energy means the following: (1) for a topping-cycle cogeneration facility, the use of reject heat from a power production process in sufficient amounts in a thermal application or process to conform to the requirements of the operating standard contained in 18 C.F.R. § 292.205(a); or (2) for a bottoming-cycle cogeneration facility, the use of at least some reject heat from a thermal application or process for power production.	
	10a What type(s) of cogeneration technology does the facility represent? (check all that apply)	
	<input type="checkbox"/> Topping-cycle cogeneration	<input type="checkbox"/> Bottoming-cycle cogeneration
	10b To help demonstrate the sequential operation of the cogeneration process, and to support compliance with other requirements such as the operating and efficiency standards, include with your filing a mass and heat balance diagram depicting average annual operating conditions. This diagram must include certain items and meet certain requirements, as described below. You must check next to the description of each requirement below to certify that you have complied with these requirements.	
	Check to certify compliance with indicated requirement	Requirement
	<input type="checkbox"/>	Diagram must show orientation within system piping and/or ducts of all prime movers, heat recovery steam generators, boilers, electric generators, and condensers (as applicable), as well as any other primary equipment relevant to the cogeneration process.
	<input type="checkbox"/>	Any average annual values required to be reported in lines 10b, 12a, 13a, 13b, 13d, 13f, 14a, 15b, 15d and/or 15f must be computed over the anticipated hours of operation.
	<input type="checkbox"/>	Diagram must specify all fuel inputs by fuel type and average annual rate in Btu/h. Fuel for supplementary firing should be specified separately and clearly labeled. All specifications of fuel inputs should use lower heating values.
	<input type="checkbox"/>	Diagram must specify average gross electric output in kW or MW for each generator.
	<input type="checkbox"/>	Diagram must specify average mechanical output (that is, any mechanical energy taken off of the shaft of the prime movers for purposes not directly related to electric power generation) in horsepower, if any. Typically, a cogeneration facility has no mechanical output.
<input type="checkbox"/>	At each point for which working fluid flow conditions are required to be specified (see below), such flow condition data must include mass flow rate (in lb/h or kg/s), temperature (in °F, R, °C or K), absolute pressure (in psia or kPa) and enthalpy (in Btu/lb or kJ/kg). Exception: For systems where the working fluid is <i>liquid only</i> (no vapor at any point in the cycle) and where the type of liquid and specific heat of that liquid are clearly indicated on the diagram or in the Miscellaneous section starting on page 19, only mass flow rate and temperature (not pressure and enthalpy) need be specified. For reference, specific heat at standard conditions for pure liquid water is approximately 1.002 Btu/(lb*R) or 4.195 kJ/(kg*K).	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at input to and output from each steam turbine or other expansion turbine or back-pressure turbine.	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at delivery to and return from each thermal application.	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at make-up water inputs.	

EPA 2005 Requirements for Fundamental Use of Energy Output from Cogeneration Facilities

EPA 2005 cogeneration facilities: The Energy Policy Act of 2005 (EPA 2005) established a new section 210(n) of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 USC 824a-3(n), with additional requirements for any qualifying cogeneration facility that (1) is seeking to sell electric energy pursuant to section 210 of PURPA and (2) was either not a cogeneration facility on August 8, 2005, or had not filed a self-certification or application for Commission certification of QF status on or before February 1, 2006. These requirements were implemented by the Commission in 18 C.F.R. § 292.205(d). Complete the lines below, carefully following the instructions, to demonstrate whether these additional requirements apply to your cogeneration facility and, if so, whether your facility complies with such requirements.

11a Was your facility operating as a qualifying cogeneration facility on or before August 8, 2005? Yes ☐ No ☐

11b Was the initial filing seeking certification of your facility (whether a notice of self-certification or an application for Commission certification) filed on or before February 1, 2006? Yes ☐ No ☐

If the answer to either line 11a or 11b is Yes, then continue at line 11c below. Otherwise, if the answers to both lines 11a and 11b are No, skip to line 11e below.

11c With respect to the design and operation of the facility, have any changes been implemented on or after February 2, 2006 that affect general plant operation, affect use of thermal output, and/or increase net power production capacity from the plant's capacity on February 1, 2006?

☐ Yes (continue at line 11d below)

No. Your facility is not subject to the requirements of 18 C.F.R. § 292.205(d) at this time. However, it may be subject to these requirements in the future if changes are made to the facility. At such time, the applicant would need to recertify the facility to determine eligibility. Skip lines 11d through 11j.

☐

11d Does the applicant contend that the changes identified in line 11c are not so significant as to make the facility a "new" cogeneration facility that would be subject to the 18 C.F.R. § 292.205(d) cogeneration requirements?

Yes. Provide in the Miscellaneous section starting on page 19 a description of any relevant changes made to the facility (including the purpose of the changes) and a discussion of why the facility should not be considered a "new" cogeneration facility in light of these changes. Skip lines 11e through 11j.

☐

No. Applicant stipulates to the fact that it is a "new" cogeneration facility (for purposes of determining the applicability of the requirements of 18 C.F.R. § 292.205(d)) by virtue of modifications to the facility that were initiated on or after February 2, 2006. Continue below at line 11e.

☐

11e Will electric energy from the facility be sold pursuant to section 210 of PURPA?

☐ Yes. The facility is an EPA 2005 cogeneration facility. You must demonstrate compliance with 18 C.F.R. § 292.205(d)(2) by continuing at line 11f below.

No. Applicant certifies that energy will *not* be sold pursuant to section 210 of PURPA. Applicant also certifies its understanding that it must recertify its facility in order to determine compliance with the requirements of 18 C.F.R. § 292.205(d) *before* selling energy pursuant to section 210 of PURPA in the future. Skip lines 11f through 11j.

☐

11f Is the net power production capacity of your cogeneration facility, as indicated in line 7g above, less than or equal to 5,000 kW?

Yes, the net power production capacity is less than or equal to 5,000 kW. 18 C.F.R. § 292.205(d)(4) provides a rebuttable presumption that cogeneration facilities of 5,000 kW and smaller capacity comply with the requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2). Applicant certifies its understanding that, should the power production capacity of the facility increase above 5,000 kW, then the facility must be recertified to (among other things) demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Skip lines 11g through 11j.

☐

No, the net power production capacity is greater than 5,000 kW. Demonstrate compliance with the requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2) by continuing on the next page at line 11g.

☐

EPA 2005 Requirements for Fundamental Use of Energy Output from Cogeneration Facilities (continued)

Lines 11g through 11k below guide the applicant through the process of demonstrating compliance with the requirements for "fundamental use" of the facility's energy output. 18 C.F.R. § 292.205(d)(2). Only respond to the lines on this page if the instructions on the previous page direct you to do so. Otherwise, skip this page.

18 C.F.R. § 292.205(d)(2) requires that the electrical, thermal, chemical and mechanical output of an EPA 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility. If you were directed on the previous page to respond to the items on this page, then your facility is an EPA 2005 cogeneration facility that is subject to this "fundamental use" requirement.

The Commission's regulations provide a two-pronged approach to demonstrating compliance with the requirements for fundamental use of the facility's energy output. First, the Commission has established in 18 C.F.R. § 292.205(d)(3) a "fundamental use test" that can be used to demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Under the fundamental use test, a facility is considered to comply with 18 C.F.R. § 292.205(d)(2) if at least 50 percent of the facility's total annual energy output (including electrical, thermal, chemical and mechanical energy output) is used for industrial, commercial, residential or institutional purposes.

Second, an applicant for a facility that does not pass the fundamental use test may provide a narrative explanation of and support for its contention that the facility nonetheless meets the requirement that the electrical, thermal, chemical and mechanical output of an EPA 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility.

Complete lines 11g through 11j below to determine compliance with the fundamental use test in 18 C.F.R. § 292.205(d)(3). Complete lines 11g through 11j *even if you do not intend to rely upon the fundamental use test to demonstrate compliance with 18 C.F.R. § 292.205(d)(2)*.

11g Amount of electrical, thermal, chemical and mechanical energy output (net of internal generation plant losses and parasitic loads) expected to be used annually for industrial, commercial, residential or institutional purposes and not sold to an electric utility	MWh
11h Total amount of electrical, thermal, chemical and mechanical energy expected to be sold to an electric utility	MWh
11i Percentage of total annual energy output expected to be used for industrial, commercial, residential or institutional purposes and not sold to a utility = 100 * 11g / (11g + 11h)	0 %

11j Is the response in line 11i greater than or equal to 50 percent?

Yes. Your facility complies with 18 C.F.R. § 292.205(d)(2) by virtue of passing the fundamental use test provided in 18 C.F.R. § 292.205(d)(3). Applicant certifies its understanding that, if it is to rely upon passing the fundamental use test as a basis for complying with 18 C.F.R. § 292.205(d)(2), then the facility must comply with the fundamental use test both in the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years.

No. Your facility does not pass the fundamental use test. Instead, you must provide in the Miscellaneous section starting on page 19 a narrative explanation of and support for why your facility meets the requirement that the electrical, thermal, chemical and mechanical output of an EPA 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a QF to its host facility. Applicants providing a narrative explanation of why their facility should be found to comply with 18 C.F.R. § 292.205(d)(2) in spite of non-compliance with the fundamental use test may want to review paragraphs 47 through 61 of Order No. 671 (accessible from the Commission's QF website at www.ferc.gov/QF), which provide discussion of the facts and circumstances that may support their explanation. Applicant should also note that the percentage reported above will establish the standard that that facility must comply with, both for the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years. See Order No. 671 at paragraph 51. As such, the applicant should make sure that it reports appropriate values on lines 11g and 11h above to serve as the relevant annual standard, taking into account expected variations in production conditions.



Information Required for Topping-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents topping-cycle cogeneration technology, then you must respond to the items on pages 14 and 15. Otherwise, skip pages 14 and 15.

Usefulness of Topping-Cycle Thermal Output	The thermal energy output of a topping-cycle cogeneration facility is the net energy made available to an industrial or commercial process or used in a heating or cooling application. Pursuant to sections 292.202(c), (d) and (h) of the Commission's regulations (18 C.F.R. §§ 292.202(c), (d) and (h)), the thermal energy output of a qualifying topping-cycle cogeneration facility must be useful. In connection with this requirement, describe the thermal output of the topping-cycle cogeneration facility by responding to lines 12a and 12b below.		
	12a Identify and describe each thermal host, and specify the annual average rate of thermal output made available to each host for each use. For hosts with multiple uses of thermal output, provide the data for each use in separate rows.		
	Name of entity (thermal host) taking thermal output	Thermal host's relationship to facility; Thermal host's use of thermal output	Average annual rate of thermal output attributable to use (net of heat contained in process return or make-up water)
	1)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	2)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	3)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	4)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	5)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	6)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	<input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed		
12b Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each use of the thermal output identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's use of thermal output is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific use of thermal output related to the instant facility, then you need only provide a brief description of that use and a reference by date and docket number to the order certifying your facility with the indicated use. Such exemption may not be used if any change creates a material deviation from the previously authorized use.) If additional space is needed, continue in the Miscellaneous section starting on page 19.			

Topping-Cycle Operating and Efficiency Value Calculation

Applicants for facilities representing topping-cycle technology must demonstrate compliance with the topping-cycle operating standard and, if applicable, efficiency standard. Section 292.205(a)(1) of the Commission's regulations (18 C.F.R. § 292.205(a)(1)) establishes the operating standard for topping-cycle cogeneration facilities: the useful thermal energy output must be no less than 5 percent of the total energy output. Section 292.205(a)(2) (18 C.F.R. § 292.205(a)(2)) establishes the efficiency standard for topping-cycle cogeneration facilities for which installation commenced on or after March 13, 1980: the useful power output of the facility plus one-half the useful thermal energy output must (A) be no less than 42.5 percent of the total energy input of natural gas and oil to the facility; and (B) if the useful thermal energy output is less than 15 percent of the total energy output of the facility, be no less than 45 percent of the total energy input of natural gas and oil to the facility. To demonstrate compliance with the topping-cycle operating and/or efficiency standards, or to demonstrate that your facility is exempt from the efficiency standard based on the date that installation commenced, respond to lines 13a through 13l below.

If you indicated in line 10a that your facility represents *both* topping-cycle and bottoming-cycle cogeneration technology, then respond to lines 13a through 13l below considering only the energy inputs and outputs attributable to the topping-cycle portion of your facility. Your mass and heat balance diagram must make clear which mass and energy flow values and system components are for which portion (topping or bottoming) of the cogeneration system.

13a Indicate the annual average rate of useful thermal energy output made available to the host(s), net of any heat contained in condensate return or make-up water	Btu/h
13b Indicate the annual average rate of net electrical energy output	kW
13c Multiply line 13b by 3,412 to convert from kW to Btu/h	0 Btu/h
13d Indicate the annual average rate of mechanical energy output taken directly off of the shaft of a prime mover for purposes not directly related to power production (this value is usually zero)	hp
13e Multiply line 13d by 2,544 to convert from hp to Btu/h	0 Btu/h
13f Indicate the annual average rate of energy input from natural gas and oil	Btu/h
13g Topping-cycle operating value = $100 * 13a / (13a + 13c + 13e)$	0 %
13h Topping-cycle efficiency value = $100 * (0.5 * 13a + 13c + 13e) / 13f$	0 %
13i Compliance with operating standard: Is the operating value shown in line 13g greater than or equal to 5%? <input type="checkbox"/> Yes (complies with operating standard) <input type="checkbox"/> No (does not comply with operating standard)	
13j Did installation of the facility in its current form commence on or after March 13, 1980? <input type="checkbox"/> Yes. Your facility is subject to the efficiency requirements of 18 C.F.R. § 292.205(a)(2). Demonstrate compliance with the efficiency requirement by responding to line 13k or 13l, as applicable, below. <input type="checkbox"/> No. Your facility is exempt from the efficiency standard. Skip lines 13k and 13l.	
13k Compliance with efficiency standard (for low operating value): If the operating value shown in line 13g is less than 15%, then indicate below whether the efficiency value shown in line 13h greater than or equal to 45%: <input type="checkbox"/> Yes (complies with efficiency standard) <input type="checkbox"/> No (does not comply with efficiency standard)	
13l Compliance with efficiency standard (for high operating value): If the operating value shown in line 13g is greater than or equal to 15%, then indicate below whether the efficiency value shown in line 13h is greater than or equal to 42.5%: <input type="checkbox"/> Yes (complies with efficiency standard) <input type="checkbox"/> No (does not comply with efficiency standard)	

Information Required for Bottoming-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents bottoming-cycle cogeneration technology, then you must respond to the items on pages 16 and 17. Otherwise, skip pages 16 and 17.

Usefulness of Bottoming-Cycle Thermal Output	<p>The thermal energy output of a bottoming-cycle cogeneration facility is the energy related to the process(es) from which at least some of the reject heat is then used for power production. Pursuant to sections 292.202(c) and (e) of the Commission's regulations (18 C.F.R. § 292.202(c) and (e)), the thermal energy output of a qualifying bottoming-cycle cogeneration facility must be useful. In connection with this requirement, describe the process(es) from which at least some of the reject heat is used for power production by responding to lines 14a and 14b below.</p>			
	<p>14a Identify and describe each thermal host and each bottoming-cycle cogeneration process engaged in by each host. For hosts with multiple bottoming-cycle cogeneration processes, provide the data for each process <i>in separate rows</i>.</p>			
	Name of entity (thermal host) performing the process from which at least some of the reject heat is used for power production		Thermal host's relationship to facility; Thermal host's process type	Has the energy input to the thermal host been augmented for purposes of increasing power production capacity? (if Yes, describe on p. 19)
	1)		Select thermal host's relationship to facility	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Select thermal host's process type		
	2)		Select thermal host's relationship to facility	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Select thermal host's process type		
	3)		Select thermal host's relationship to facility	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Select thermal host's process type		
	<p><input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed</p>			
<p>14b Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each process identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's process is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific bottoming-cycle process related to the instant facility, then you need only provide a brief description of that process and a reference by date and docket number to the order certifying your facility with the indicated process. Such exemption may not be used if any material changes to the process have been made.) If additional space is needed, continue in the Miscellaneous section starting on page 19.</p>				

Bottoming-Cycle Operating and Efficiency Value Calculation

Applicants for facilities representing bottoming-cycle technology and for which installation commenced on or after March 13, 1990 must demonstrate compliance with the bottoming-cycle efficiency standards. Section 292.205(b) of the Commission's regulations (18 C.F.R. § 292.205(b)) establishes the efficiency standard for bottoming-cycle cogeneration facilities: the useful power output of the facility must be no less than 45 percent of the energy input of natural gas and oil for supplementary firing. To demonstrate compliance with the bottoming-cycle efficiency standard (if applicable), or to demonstrate that your facility is exempt from this standard based on the date that installation of the facility began, respond to lines 15a through 15h below.

If you indicated in line 10a that your facility represents *both* topping-cycle and bottoming-cycle cogeneration technology, then respond to lines 15a through 15h below considering only the energy inputs and outputs attributable to the bottoming-cycle portion of your facility. Your mass and heat balance diagram must make clear which mass and energy flow values and system components are for which portion of the cogeneration system (topping or bottoming).

15a Did installation of the facility in its current form commence on or after March 13, 1980?

- ☐ Yes. Your facility is subject to the efficiency requirement of 18 C.F.R. § 292.205(b). Demonstrate compliance with the efficiency requirement by responding to lines 15b through 15h below.
- ☐ No. Your facility is exempt from the efficiency standard. Skip the rest of page 17.

15b Indicate the annual average rate of net electrical energy output

kW

15c Multiply line 15b by 3,412 to convert from kW to Btu/h

0 Btu/h

15d Indicate the annual average rate of mechanical energy output taken directly off of the shaft of a prime mover for purposes not directly related to power production (this value is usually zero)

hp

15e Multiply line 15d by 2,544 to convert from hp to Btu/h

0 Btu/h

15f Indicate the annual average rate of supplementary energy input from natural gas or oil

Btu/h

15g Bottoming-cycle efficiency value = $100 * (15c + 15e) / 15f$

0 %

15h Compliance with efficiency standard: Indicate below whether the efficiency value shown in line 15g is greater than or equal to 45%:

- ☐ Yes (complies with efficiency standard) ☐ No (does not comply with efficiency standard)



Certificate of Completeness, Accuracy and Authority

Applicant must certify compliance with and understanding of filing requirements by checking next to each item below and signing at the bottom of this section. Forms with incomplete Certificates of Completeness, Accuracy and Authority will be rejected by the Secretary of the Commission.

Signer identified below certifies the following: (check all items and applicable subitems)

- ☒ He or she has read the filing, including any information contained in any attached documents, such as cogeneration mass and heat balance diagrams, and any information contained in the Miscellaneous section starting on page 19, and knows its contents.
- ☒ He or she has provided all of the required information for certification, and the provided information is true as stated, to the best of his or her knowledge and belief.
- ☒ He or she possess full power and authority to sign the filing; as required by Rule 2005(a)(3) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(a)(3)), he or she is one of the following: (check one)
- ☐ The person on whose behalf the filing is made
 - ☒ An officer of the corporation, trust, association, or other organized group on behalf of which the filing is made
 - ☐ An officer, agent, or employee of the governmental authority, agency, or instrumentality on behalf of which the filing is made
 - ☐ A representative qualified to practice before the Commission under Rule 2101 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2101) and who possesses authority to sign
- ☒ He or she has reviewed all automatic calculations and agrees with their results, unless otherwise noted in the Miscellaneous section starting on page 19.
- ☒ He or she has provided a copy of this Form 556 and all attachments to the utilities with which the facility will interconnect and transact (see lines 4a through 4d), as well as to the regulatory authorities of the states in which the facility and those utilities reside. See the Required Notice to Public Utilities and State Regulatory Authorities section on page 3 for more information.

Provide your signature, address and signature date below. Rule 2005(c) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(c)) provides that persons filing their documents electronically may use typed characters representing his or her name to sign the filed documents. A person filing this document electronically should sign (by typing his or her name) in the space provided below.

Your Signature

Your address

Date

2311 Wilson Blvd. STE 640
Arlington, VA 22201

Audit Notes

Commission Staff Use Only:



Miscellaneous

Use this space to provide any information for which there was not sufficient space in the previous sections of the form to provide. For each such item of information *clearly identify the line number that the information belongs to*. You may also use this space to provide any additional information you believe is relevant to the certification of your facility.

Your response below is not limited to one page. Additional page(s) will automatically be inserted into this form if the length of your response exceeds the space on this page. Use as many pages as you require.

The name and ownership of the applicant has changed and 4(c) was updated to reflect that Virginia Electric and Power Company d/b/a Dominion Energy Virginia will purchase the useful electric power output.

EXHIBIT F

Exhibit F is the Certificate of Public Convenience and Necessity to be provided by the Operator.

OR

If Facility is less than 5MW, the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities

AND/OR

Permit by Rule, as applicable.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street address: 629 East Main Street, Richmond, Virginia 23219

Mailing address: P.O. Box 1105, Richmond, Virginia 23218

www.deq.virginia.gov

Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

March 29, 2018

Mr. Matthew Meares
8401 Patterson Ave., Suite 201
Richmond, VA 23229

RE: Hollyfield II Solar, LLC

Location: King William County
Registration No.: 2018-S01

Dear Mr. Meares:

The Department of Environmental Quality (DEQ), after consultation with the Department of Historic Resources (DHR), the Department of Game and Inland Fisheries (DGIF), and the Department of Conservation and Recreation (DCR), has completed its review of the January 29, 2018, application by Virginia Solar, LLC, for Hollyfield II Solar, LLC (VA Solar-Hollyfield II) for coverage under the Small Renewable Energy Project (Solar) Permit by Rule, 9VAC15 Chapter 60. Based upon this review, DEQ determines that the application satisfies the requirements of 9VAC15-60-30 provided that VA Solar-Hollyfield II complies with the following:

- All commitments referenced within the Application Documents and supplemental information documents:
 - January 30, 2018; Corrected title page,
 - March 6, 2018; Signed Local Government Certification,
 - March 19, 2018; Revised Mitigation Plan,
 - March 23, 2018; Revised Operation Plan,
 - March 26, 2018; Certification of design incorporating mitigation plan, and
 - March 27, 2018; Non-Utility Certification.
- Notification and coordination with DEQ prior to installation of plantings referenced in formal mitigation plan;
- Submission of final interconnection agreement as soon as practicable according to 9VAC15-60-30 A 4; and

OFFICIAL COPY

Feb 26 2021

- Submission as soon as practicable of final post-construction site map including mitigation measures according to 9VAC15-60-70 A.

Based upon compliance with the conditions stated above, authority is hereby granted to VA Solar, LLC, to construct and operate Hollyfield II Solar, LLC, a photovoltaic project in King William County on roughly 170 acres of land located on multiple parcels south of Old Newcastle Road, north of the Pamunkey River, and on either side of Bassettaire Lane with a cumulative total generating capacity of 13 MW AC, in accordance with all Application Documents, supplemental documents and this letter of approval.

This authorization for construction and operation shall not relieve VA Solar-Hollyfield II of the responsibility to comply with all other applicable local, state and federal statutes and regulations, including but not limited to strict adherence to applicable state and local erosion and sediment control/storm water management laws and regulations.

In addition, DEQ strongly encourages VA-Solar-Hollyfield II to incorporate the DCR Recommended Actions listed below:

- Development of a monitoring and control plan for invasive species, and;
- The planting of native pollinator plants in the buffer areas of the planned facility which bloom throughout the spring and summer.

VA-Solar-Hollyfield II must notify Mary E. Major, DEQ Office of Renewable Energy Permitting, of the actual date on which construction of the solar project commences and the date of operation as soon as practicable. Notification must be made 30 days prior to any transfer of ownership or operation of Hollyfield II Solar, LLC, according to the provisions of 9VAC15-60-100 A.

Please note that if VA Solar-Hollyfield II is later found by the DEQ not to qualify for coverage under the terms and conditions of the Solar Permit By Rule, then Virginia Solar, LLC, could be subject to action under the enforcement provisions of the Solar Permit By Rule (9VAC15-60-140) for operation without a permit.

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of the service of this decision to initiate an appeal of this decision, by filing notice with:

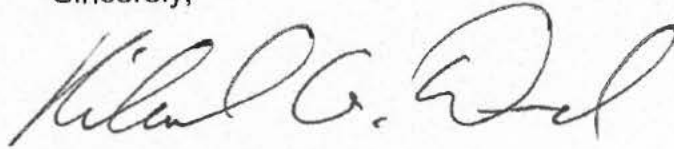
David K. Paylor, Director
Virginia Department of Environmental Quality
ATTN: Office of Renewable Energy Permitting
Post Office Box 1105
Richmond, Virginia 23218

In the event this decision is served to you by mail, three days will be added to that period. Please refer to Part Two of the Rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the

Circuit Court to which the appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

If you have any questions concerning this authorization under the Small Renewable Energy Project Permit By Rule, please contact Mary E. Major at 804-698-4423.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael G. Dowd". The signature is fluid and cursive, with the first name "Michael" and last name "Dowd" being clearly legible.

Michael G. Dowd, Director
Air and Renewable Energy Division

**AGREEMENT FOR THE SALE
OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AGREEMENT, effective this 26th day of August, 2020, (the “Effective Date”) by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation with its principal office in Richmond, Virginia, doing business as Dominion Energy Virginia hereinafter called “Dominion Energy Virginia” or the “Company”, and Energix Mt. Jackson, LLC, a Delaware limited liability company, with its principal office in 2311 Wilson Blvd., Suite 640, Arlington, Virginia, hereinafter called “Operator.” Both Dominion Energy Virginia and Operator also are herein individually referred to as “Party” and collectively referred to as “Parties”.

RECITALS

WHEREAS, the Virginia State Corporation Commission (“SCC”) has adopted a rate schedule described in this Agreement below as **Virginia Schedule 19** applicable to Qualifying Facilities (or “QF” as that term is defined in 18 C.F.R. § 292);

WHEREAS, Operator desires to develop, design, construct, own and operate a solar electric generating facility with a total net capacity rating not to exceed 15,650 kW_{AC} (the “Maximum Net Capacity”) to be located at Cumberland, Virginia, and the name of the facility shall be Mt. Jackson I Solar (the “Facility”);

WHEREAS, the Facility will be located in the retail service area of Company and directly interconnected to Company’s electric distribution and/or transmission systems;

WHEREAS, Operator has obtained self-certification of the Facility as a qualifying facility (“QF”) as that term is defined in 18 C.F.R. 292 and pursuant to federal law set forth in the Public Utility Regulatory Policies Act of 1978 (“PURPA”) (codified at 16 U.S.C. 796, et seq.), with a total net capacity rating no greater than the Maximum Net Capacity and intends to maintain its status as a QF with such Maximum Net Capacity throughout the term of this Agreement; and

WHEREAS, the Parties hereto wish to contract pursuant to Schedule 19 for the sale of electrical output from the Facility to be operated by Operator.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto contract and agree with each other as follows:

Article 1: Parties’ Purchase and Sale Obligations

1.1 *Parties’ Purchase and Sales Obligations:* Operator agrees to sell and deliver exclusively to Company and Company or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and capacity) made available for sale from the Facility on an excess sale

arrangement. In addition, Operator has elected to contract under the Company's avoided cost tariff as described more fully in Article 5 and Exhibit C. Operator elects to provide for the supply of energy up to the Facility's Maximum Net Capacity and capacity up to 11,200 kW_{AC} (the "Contracted Capacity") per Virginia Schedule 19 paragraph III.A, or to provide for energy only per Virginia Schedule 19 paragraph III.B. Operator and Company acknowledge and agree that the electrical output sold to Company under this agreement does not include renewable energy certificates, nor is this agreement in any way intended to satisfy any Company obligations arising under a renewable energy portfolio standard program or otherwise pursuant to Virginia law. Operator expressly retains all current and future renewable, environmental and other attributes, including without limitation any renewable energy certificates, tax credits and other economic incentives, associated with electrical output (including energy and capacity) sold under this agreement.

1.2 *Company's Right To Reduce or Cease Deliveries*: Company's obligation to purchase and to take delivery of energy and capacity shall be excused for causes including, but not limited to an outage, equipment failure, equipment replacement, planned, routine or emergency maintenance, or other similar event associated with the reliability and safety of Company's electrical system as determined by Company.

Article 2: Term and Commercial Operations Date

This Agreement shall commence on the Effective Date and, unless earlier terminated under any other provision of this Agreement, shall continue in effect for a period of thirteen (13) years from the commercial operations date ("COD"). The COD shall be the first date that all of the following conditions have been satisfied:

- (a) The Facility has been permanently constructed, synchronized with and has delivered electrical output to the Company system and such action has been witnessed by an authorized Company employee;
- (b) After completion of item a) above, Company has received written notice from Operator specifying the COD and certifying that the Facility is ready to begin commercial operations as a QF;
- (c) Operator and Company (and/or the PJM Interconnection, L.L.C. or other operator of the Dominion Energy Virginia transmission system, as applicable) have executed an interconnection service agreement for delivery of capacity and energy generated by the Facility onto the Company's electrical system ("Interconnection Agreement"), a copy of which has been provided to Company;
- (d) The Facility is a QF as evidenced by Operator providing a copy of its currently effective Form 556 self-certification or formal FERC QF certification order;

- (e) Operator has provided Company with sufficient written evidence that Operator will be in compliance with Article 9 of this Agreement; and
- (f) Operator has provided to Company the Facility's Certificate of Public Convenience and Necessity ("CPCN") or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities or Permit by Rule, as applicable, to be included herewith as Exhibit F.

Article 3: Maximum Net Capacity, Energy Payments, Capacity Payments & Scheduled Outages

3.1 *Maximum Net Capacity:* The net capacity of the Facility shall not exceed the Maximum Net Capacity without the Company's prior written consent.

3.2 *Energy Payments:* Purchase payments for the supply of energy will be made in accordance with Virginia Schedule 19 paragraph IV.A for energy provided up to the Maximum Net Capacity.

3.3 *Capacity Payments:* Purchase payments for the supply of capacity will be made in accordance with Virginia Schedule 19 paragraph IV.B for capacity provided up to the Contracted Capacity as defined in Article 1.1. For purposes of this Agreement, "net capacity" as described in the calculation of the Summer Peak Performance Factor (SPPF) in Virginia Schedule 19 paragraph IV.B shall refer to Contracted Capacity.

3.4 *Scheduled Outages:* Operator shall provide written notice of any Scheduled Outage in advance of such Scheduled Outage to the maximum extent practicable, but in no event less than thirty (30) days prior to the Scheduled Outage. For the purpose of this Agreement, "Scheduled Outage" means a planned cessation of generation of the Facility that is required for inspection, preventive maintenance and corrective maintenance of the Facility. Operator shall only plan Scheduled Outages during periods approved by the Company, and such approval shall not be unreasonably withheld. In no event shall Operator plan any Scheduled Outage during the period commencing June 1 and extending through September 15 of any year during the Term hereunder.

Article 4: Attachments

The following documents are attached hereto and are made a part hereof:

Exhibit A: Quarterly Status Report Contents

Exhibit B: General Terms and Conditions

- Exhibit C: Virginia Schedule 19
- Exhibit D: Map and related written description identifying the specific location of the Facility in the City or County designated herein
- Exhibit E: Evidence of QF Status on the Effective Date
- Exhibit F: Certificate of Public Convenience and Necessity, letter filed for Virginia State Corporation Commission's Application for Construction of Electric Generating Facility Requirement if Facility is less than 5MWs, or Permit by Rule, as applicable.

Article 5: Pricing

Payments for all energy and capacity purchased hereunder shall be determined by the provisions for payments in the Virginia Schedule 19 tariff included herewith as Exhibit C and pursuant to Article 3. Payments for all energy and capacity purchased hereunder shall be on a cents per kilowatt-hour basis.

Payments for capacity will begin on the COD. All energy delivered prior to the COD shall be paid pursuant to Virginia Schedule 19, Article V: Payments of Company Purchases of Energy Only.

Article 6: Regulatory Pricing Disallowment

Should the SCC or other regulatory or legal body having jurisdiction (such as the Federal Energy Regulatory Commission): (i) not allow some or all future payments to non-utility generators (generally or to Operator specifically) for energy or capacity or both to be included in Dominion Energy Virginia's rates charged to customers, (ii) at any time prohibit Dominion Energy Virginia from recovering from its customers sums related to payments previously made to non-utility generators (generally or to Operator specifically), or (iii) order Dominion Energy Virginia to pay back to its customers sums related to amounts collected as a result of payments to non-utility generators (generally or to Operator specifically) (hereinafter the sums referred to in both (ii) and (iii) above specifically relating to payments to Operator shall be referred to individually and collectively as the "Disallowed Payments"), Dominion Energy Virginia shall provide notice to the Operator, and the Parties agree to make good faith efforts to resolve the discrepancy between (a) payments due under this Agreement and (b) payments exclusive of Disallowed Payments that Dominion Energy Virginia can recover from its customers. Should the Parties fail to resolve this discrepancy within sixty (60) days of Dominion Energy Virginia's notice, either Party shall have the right to terminate this Agreement with thirty (30) days' notice.

Article 7: Operator's Pre-COD Obligations

(a) Status Report. After execution of this Agreement and until the COD, Operator shall deliver a quarterly status report to the Company with the information set forth in

Exhibit A. This status report shall be delivered to Company on or before the following dates each year: January 15, April 15, July 15, and October 15.

(b) Commencement of Construction. The Facility will be considered to have commenced construction on the first day upon which all of the following have occurred: (1) the issuance by Operator to its construction contractor for the Facility of a written unconditional notice-to-proceed with unrestricted construction activities for the Facility; (2) the mobilization of major construction equipment and construction facilities on the Facility site; and (3) the commencement of major structural, excavation, and structural concrete work relating primarily but not exclusively to a major component of the Facility such as the power island or the ground mounting systems for solar panels and inverters consistent with having commenced a continuous process of construction relating to the Facility. The anticipated COD is October 2020.

Article 8: Early Termination

(a) Defaults with No Cure Period. Operator and Company agree that Operator's failure to comply with any of the following will be a material breach of this Agreement and shall result in Company's right to early termination of this Agreement upon written notice to Operator, but without being subject to a cure period:

(i) failure to commence construction of the Facility, as defined in Article 7, within eighteen months after the Effective Date, and provide Company with written notice thereof;

(ii) delivery or supply of electrical output to any entity other than Company or its agent, assignee or successor;

(iii) the net capacity of the Facility exceeds the Maximum Net Capacity without Company's prior written approval;

(iv) failure at any time following COD to maintain the Interconnection Agreement in full force and effect unless such failure is due to Company's breach of the Interconnection Agreement; or

(v) failure to generate and deliver any energy and capacity from the Facility for more than 180 consecutive days at any time after COD; provided, however, if such failure is due to Force Majeure as defined in Exhibit B and Operator has complied with the requirements of Exhibit B with respect to such Force Majeure, then Company may not terminate this Agreement unless the failure lasts for three hundred sixty-five consecutive days.

(vii) Reserved.

(b) Defaults with Cure Period. Operator and Company agree that the following events if not cured by Operator within thirty days of notice from Company shall constitute a default giving Company the right to terminate this Agreement:

(i) failure to meet the requirements necessary to maintain QF status (formal or self-certification at the Operator's option) or revocation of its QF status (formal or self-certification, as applicable) for any reason;

(ii) failure to perform in any material way, any other obligations, which failure would not constitute an individual event of default under Section 8(a); or

(iii) failure to provide two (2) consecutive status reports in accordance with Article 7.

Notwithstanding any cure period, Company shall not be obligated to purchase any energy or capacity under this Agreement while such default remains uncured. If Operator fails to cure its non-performance within thirty (30) days of Company's notice, Company shall have the right to terminate this Agreement. Operator agrees that if this Agreement is terminated by Company for Operator's non-performance prior to the end of the term of this Agreement, then, Company shall have all rights and remedies available at law or in equity.

(c) Operator's Right to Terminate Contract: Notwithstanding anything herein to the contrary or otherwise, Company expressly acknowledges and agrees that, in any year in which Operator receives notice from Company that the Facility's SPPF for the following year will be less than 1.0 as described in Article IV.B of the Schedule 19 Tariff, within thirty (30) days of receiving such notice Operator may unilaterally terminate this Agreement, to be effective thirty (30) days after providing written notice to Company.

Article 9: Representations and Warranties

Operator represents and warrants that it has the right to operate the Facility in accordance with the terms of this Agreement. Operator further represents and warrants that all permits, approvals, and/or licenses necessary for the operation of the Facility will be obtained prior to the COD and shall be maintained throughout the Term of this Agreement. Operator shall provide such documentation and evidence of such right, permits, approvals and/or licenses as Company may reasonably request, including without limitation air permits, leases and/or purchase agreements.

Article 10: Notices and Payments

All notices required hereunder and all other correspondence and payments concerning this Agreement shall be to the Parties' representative at the addresses below. Either Party may change the address by providing written notice to the other Party. All notices required to be in writing shall be sent by any of the following methods: hand delivery, reputable overnight courier, certified mail return receipt requested, or mutually acceptable electronic means. A notice shall be effective on the Business Day when received if received during 7:30 am to 5:30 pm on a Business Day; otherwise, the notice shall be deemed to have been received on the following Business Day. A "Business Day" is defined as Monday through Friday excluding the holidays recognized by the Company. As of the Effective Date, Company recognized holidays are New Year's Day, Martin

Luther King's Birthday (as celebrated on the 3rd Monday in January of each year), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day following Thanksgiving Day, Christmas Eve Day, and Christmas Day. In the event there is any change in the holidays currently observed by Company, Company shall notify Operator in writing.

Company:

VIRGINIA ELECTRIC AND POWER COMPANY
Power Contracts (17-N)
600 East Canal Street
Richmond, VA 23219
Email: PowerContracts@DominionEnergy.com
Attention: Manager, Power Contracts

Operator:

ENERGIX MT. JACKSON LLC
2311 Wilson Blvd., Suite 640,
Arlington, VA 22201
Email: itamar@energix-us.com
Attention: VP Business Development

Article 11: Integration of Entirety of Agreement

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement with respect to the purchase and sale of electrical output generated by the Facility. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

IN WITNESS WHEREOF, the Parties hereto have caused their names to appear below, signed by authorized representatives as of the date first shown above.



EXHIBIT A

The quarterly status reports required by Article 7 shall include the following information and any additional information that may be reasonably requested by Company:

- Status of financing and expected closing date
- Notification and status of any plans to change control or ownership of the project
- Site location and acreage
- EIA Plant Code
- Description of construction status
- Timeline of construction to include:
 - Start date of construction
 - Construction completion date
 - Date for start-up and testing
- Timeline for interconnection through completion
- Current interconnection status
- Status of required permits
- Notice of any changes, modifications, or assignment of CPCN or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities and QF Status
- Summary of anticipated design components including transformer voltages and maximum output in AC & DC
- Estimated COD

EXHIBIT B
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Company. Company may withhold such consent if it determines, in its sole discretion that such assignment would not be in the best interests of Company or its customers. Any attempted assignment that Company has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay the Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$12,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of the Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

Operator shall indemnify and save harmless and, if requested by Company, defend Company, its officers, directors and employees from and against any and all losses and claims or demands for damages to real property or tangible personal property (including the property of Dominion Energy Virginia) and injury or death to persons arising out of, resulting from, or in any manner caused by the presence, operation or maintenance of any part of Operator's Facility; provided, however, that nothing herein shall be construed as requiring Operator to indemnify Company for any injuries, deaths or damages caused by the sole negligence of Company.

Operator shall hold General Liability Insurance specifically and solely for the Facility with limits of \$2,000,000 each occurrence and in the aggregate, which amount shall be modified using commercially reasonable standards in accordance with any prior written notice by the Company. Operator agrees to have Dominion Energy Virginia named as an additional insured and shall keep such coverage current throughout the term of this Agreement. Operator shall initially provide the Company written evidence of liability insurance coverage prior to the COD. Thereafter, it shall provide additional documentation evidencing current coverage when requested by the Company. In addition, Operator shall provide thirty (30) days prior written notice of any cancellation or non-renewal of such coverage.

III - QF Certification

Operator represents and warrants that its Facility meets the QF requirements established as of the Effective Date of this Agreement by the FERC's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to maintain QF status throughout the term of this Agreement. Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to status of the Facility as a QF. If requested by Company prior to May 1 of any year, Operator agrees to provide by July 1 of the same year to Company for the preceding year sufficient for

Company to determine the Operator's continuing compliance with its QF requirements, including but not limited to:

- (a) All information required by FERC Form 556;
- (b) Copy of the Facility's currently effective FERC Form 556 or formal FERC certification, as applicable and any subsequent revisions or amendments;
- (c) Where applicable, a copy of any contract executed with a thermal host;
- (d) Where applicable, identification of the amount of each type of fuel used per month and average heating value for each type of fuel, which will be used to determine the Total Energy Input. These values should be verifiable by auditing supporting documentation;
- (e) Where applicable, identification of each of the QF's useful thermal output(s) for each month, including temperature, pressure, amount of thermal output delivered, temperature and amount of condensate returned (if applicable) and the conversion to Btus. These values should be verifiable by auditing supporting documentation;
- (f) Identification of the QF's useful power output for each month. These values should be verifiable by auditing supporting documentation;
- (g) Where applicable, drawings, heat balance diagrams and a sufficiently detailed narrative describing the delivery of useful thermal output including the location, description, and calibration data for all metering equipment used for QF calculations; and
- (h) Company may request additional information, as needed, to monitor the QF requirements.

IV - Consequential Damages

In no event shall either Party be liable to the other for any special, indirect, incidental or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the Parties expressly set forth in this Agreement.

V - Amendments, Waivers, Severability and Headings

This Agreement, including the appendices thereto, can be amended only by agreement between the Parties in writing. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the Parties shall be deemed to be reduced only as much as may be required to remove

the impediment. The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

VI - Compliance with Laws

Operator covenants that it shall comply with all applicable provisions of Executive Order 11246, as amended; § 503 of the Rehabilitation Act of 1973, as amended; § 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and implementing regulations set forth in 41 C.F.R. §§ 60.1, 60-250, and 60-741 and the applicable provisions relating to the utilization of small minority business concerns as set forth in 15 U.S.C. § 637, as amended. Operator agrees that the equal opportunity clause set forth in 41 C.F.R. § 60-1.4 and the equal opportunity clauses set forth in 41 C.F.R. § 250.5 and 41 C.F.R. 60-§741.5 and the clauses relating to the utilization of small and minority business concerns set forth in 15 U.S.C. § 637(d) (3) and 48 C.F.R. § 52-219.9 are hereby incorporated by reference and made a part of this Agreement. If this Agreement has a value of more than \$500,000, Operator shall adopt and comply with a small business and small disadvantaged business subcontracting plan which shall conform to the requirements set forth in 15 U.S.C. § 637(d)(6). The provisions of this section shall apply to Operator only to the extent that:

- (a) such provisions are required of Operator under existing law;
- (b) Operator is not otherwise exempt from said provisions; and
- (c) Compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000 et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement.

Operator shall: (a) maintain the Facility in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion Energy Virginia may refuse to accept deliveries of power hereunder.

Company may enter Operator's premises: (a) to inspect Operator's protective devices at any reasonable time; (b) to read or test meters and metering equipment; and (c) to disconnect, without notice, the Facility if, in Company's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Dominion Energy Virginia facilities or other customers' facilities from damage or interference caused by Operator's Facility or lack of properly operating protective devices. Company will endeavor to notify Operator as quickly as practicable if disconnection occurs as provided in (c) above. Any inspection of Operator's protective devices

shall not impose on Company any liabilities with respect to the operation, safety or maintenance of such devices.

VIII - Metering

Dominion Energy Virginia will meter all electrical output delivered from the Facility on the high voltage side of the step up transformer(s).

Operator agrees to pay an administrative charge to Company to reflect all reasonable costs incurred by Company for meter reading and billing, also referred to as metering charges. The monthly meter reading and billing charge shall change from time to time when the SCC approves a different charge in Virginia Schedule 19.

In addition, Operator agrees to pay any fees required to provide and maintain leased telephone lines required for meter reading by Dominion Energy Virginia.

IX - Billing and Payment

Dominion Energy Virginia shall read the meter in accordance with its established meter reading schedule (the "Billing Period"). Operator shall pay the monthly metering charge set forth in Article II of Virginia Schedule 19 to cover the cost of meter reading and processing, as such charge may be amended from time to time subject to SCC approval. By the first business day after thirty days following the meter read date, Company shall make payment to Operator equal to the amount owed for the Contracted Capacity, the Maximum Net Capacity and the delivered energy including line loss. All payments shall be by wire transfer to Operator's wire account or as otherwise reasonably requested in writing by Operator. At Company's option, (i) Company may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Company may invoice Operator for such charges separately. Payment by Company shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess of any payments due Operator, Company shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

In the event that any data required for billing purposes hereunder are unavailable when required for such billing, the unavailable data shall be estimated by Company, based upon historical data. Such billing shall be subject to any required adjustment in a subsequent billing month.

Operator agrees that Company shall be entitled to withhold sufficient amounts due pursuant to this Agreement to offset (a) any damages to Company resulting from any breach of this Agreement by Operator, and (b) any other amounts Operator owes Company, including amounts arising from sales of electricity by Company to Operator, metering charges and Interconnection Facilities charges.

In no event shall Company be liable to Operator for any capacity payments in excess of the amounts contracted for herein, regardless of the ultimate length of this Agreement or revisions to Virginia Schedule 19 or successor schedules. Operator hereby agrees to accept the capacity payments as set forth herein as its sole and complete compensation for delivery of capacity to Company.

X - Force Majeure

Neither Party shall be considered in default under this Agreement or responsible to the other Party in tort, strict liability, contract or other legal theory for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service or any other failure to perform any of its obligations hereunder to the extent such failure occurs without fault or negligence on the part of that Party and is caused by factors beyond that Party's reasonable control, which by the exercise of reasonable diligence that Party is unable to prevent, avoid, mitigate or overcome, including without limitation storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or public enemy, action or inaction of a court or public authority, fire, sabotage, war, explosion, curtailments, unscheduled withdrawal of facilities from operation for maintenance or repair or any other cause of similar nature beyond the reasonable control of that Party (any such event, "Force Majeure"). Solely economic hardship of either Party shall not constitute Force Majeure under this Agreement. Nor shall anything contained in this paragraph or elsewhere in this Agreement excuse Operator or Company from strict compliance with the obligation of the Parties to comply with the terms of Article IX of this Exhibit B relating to timely payments.

Each Party shall have the obligation to operate in accordance with Good Utility Practice (as defined below) at all times and to use due diligence to overcome and remove any cause of failure to perform.

If a Party relies on the occurrence of an event of Force Majeure described above as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the Force Majeure event shall:

- a) Provide within forty-eight (48) hours written notice of such Force Majeure event or potential Force Majeure to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder;
- b) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) Expeditiously take action to correct or cure the Force Majeure event excusing performance; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;
- d) Exercise all reasonable efforts to mitigate or limit damages to the other Party; and

e) Provide prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance. All performance obligations hereunder shall be extended by a period equal to the term of the resultant delay.

If a Party responding to a Force Majeure event has the ability to obtain, for additional expenditures, expedited material deliveries or labor production which would allow a response to the event in a manner that is above and beyond Good Utility Practice, and such a response could shorten the duration of the Force Majeure event, the Party responding to the event may, at its discretion, present the other Party with the option of funding the expenditures for expediting material deliveries or labor production in an effort to reduce the duration of the event and economic hardship. Each such opportunity will be negotiated on a case-by-case basis by the Parties.

For purposes of this Agreement, “Good Utility Practice” shall mean any of the applicable practices, methods, standards, guides or acts: required by any governmental authority, regional or national reliability council, or national trade organization, including NERC, SERC, or the successor of any of them, as they may be amended from time to time whether or not the Party whose conduct is at issue is a member thereof; otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period which in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, good business practices, generation, transmission and distribution reliability, safety, environmental protection, economy and expediency. Good Utility Practice is intended to be acceptable practices, methods, or acts generally accepted in the region, or any other acts or practices as are reasonably necessary to maintain the reliability of the Transmission System (as defined in the Interconnection Agreement), or of the Facility, and is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others.

XI – Confidentiality

(a) Each Party agrees that it will treat in confidence this Agreement and all documents, materials, and other information which it shall have obtained regarding the other Party during the course of the negotiations leading to, and its performance of, this Agreement whether obtained before or after the date of this Agreement and whether disclosed in oral written, graphic, or electronic form (such documents, materials, and other information deemed “Confidential Information”). The Parties shall use their respective best efforts to protect Confidential Information against disclosure by employing the same measures to protect such Confidential Information as each such Party uses to protect its own non-public, confidential or proprietary information, but in no event less than commercially reasonable measures, and otherwise in accordance with the provisions of this Article XI. Specifically, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any person, corporation or other entity the Confidential Information without the prior written consent of the Party providing the Confidential Information, except a receiving Party may disclose Confidential Information to its affiliates, board members, officers, employees, agents, consultants, contractors, potential investors and Facility Lenders and other representatives (“Representatives”) who in each case have a legitimate need for such Confidential Information and are instructed by such receiving Party to keep such Confidential Information confidential. Each Party agrees that it shall be responsible for

ensuring that its Representatives to whom it discloses Confidential Information keep such information confidential in accordance with the requirements of this Article XI.

(b) The Parties acknowledge that either Party may, from time to time, be required to provide information pertaining to this Agreement, or its subject matter, to the SCC, FERC, or other federal, state or local regulatory bodies having jurisdiction over the Party (and, as applicable, its rates, facilities, or operations) as such regulatory bodies may require and subject to the Party's good faith efforts to obtain confidential treatment of such information as may relate to this Agreement. To the extent that a Party is required to release such information, the Party releasing such information shall give prompt prior written notice of its intention to the other Party and cooperate with such Party's efforts to prevent or restrict disclosure of such information and use reasonable efforts to structure the release of such information so as not to identify that this Agreement was the source of such information.

(c) The Parties agree that, in the event of a breach or threatened breach of the terms of this Article XI by either Party, the non-breaching Party shall be entitled to an injunction, without the requirement to post bond, prohibiting any such breach or disclosure, or further disclosure, of any Confidential Information. In addition to injunctive relief, disclosing Party shall have all other rights and remedies afforded it by law, except as otherwise limited by this Agreement.

The provisions of this Article XI shall survive the termination of this Agreement for a period of two (2) years following the date of such termination.

EXHIBIT C

Exhibit C is a copy of Virginia Schedule 19

Schedule 19
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

OFFICIAL COPY

Feb 26 2021

I. APPLICABILITY & AVAILABILITY

This Schedule is applicable to any Cogenerator or Small Power Producer (Qualifying Facility), as defined in the Public Utility Regulatory Policies Act of 1978 (PURPA), which desires to provide all or part of its electrical output to the Company on an energy and capacity or on an energy only basis, and which has a net capacity of 20,000 kW or less, and enters into an agreement for the sale of electrical output to Virginia Electric and Power Company (Agreement).

No developer, or any affiliate of a developer, shall be permitted to locate a Schedule 19 facility within one-half mile of any other Schedule 19 facility owned or operated by such developer or any affiliate of such developer unless:

- a. Such facilities provide thermal energy to different, unaffiliated hosts; or
- b. Such facilities provide thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs; or
- c. Such facilities utilize a renewable resource that may be subject to geographic siting limitations, such as hydroelectric, solar or wind power facilities.

This Schedule is available to a Qualifying Facility (QF) which enters into an Agreement with the Company during the effective period of this Schedule, and which achieves Commercial Operation in accordance with the provisions of its Agreement (Commercial Operations) on or after January 1, 2006.

II. MONTHLY BILLING TO THE QF

The provision of Electric Service from the Company to the QF will be in accordance with any applicable filed rate schedule. A QF that elects to sell electrical output from its generation facility will be billed a monthly charge as follows to cover the cost of meter reading and processing:

1. For QFs requiring only one non-time differentiated meter: \$5.34.
2. For QFs requiring only one time differentiated meter: \$62.54.
3. For QFs requiring two time differentiated meters: \$98.60.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

III. CONTRACT OPTIONS

QFs with a net capacity of 10 kW or less shall elect, from the following two options, the manner in which the QF shall operate and provide its electrical output to the Company. This election shall be contracted for and made a part of the QF's Agreement. QFs with a net capacity greater than 10 kW but less than or equal to 20,000 kW must contract for the supply of both energy and capacity to the Company, in accordance with Paragraph III. A., below. Purchase payments, if any, to the QF for the supply of energy and/or capacity to the Company shall be based on this contractual designation.

- A. Supply of Energy and Capacity: A QF shall contract for the supply of both energy and capacity to the Company, except as may be permitted pursuant to Paragraph III. B., below. The level of capacity that the QF contracts for shall not exceed 20,000 kW. The supply of both energy and capacity shall require the installation of one (or two, if necessary) time differentiated meter(s) to measure the hourly output of the QF's generation facility.
- B. Supply of Energy Only: A QF with a net capacity of 10 kW or less may elect to contract for the supply of only energy to the Company. A QF electing this option will not be eligible for capacity payments. Election of this option shall require the installation of a non-time differentiated meter to measure the monthly output of the QF's generation facility.

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY

A QF that supplies both energy and capacity to the Company, in accordance with Paragraph III. A., above, shall receive purchase payments as follows:

- A. Energy Purchase Payments
 - 1. Purchase payments for the supply of energy by the QF to the Company will be based on an hourly energy purchase price (cents per kWh) that is calculated using the hourly \$/MWh PJM Interconnection, LLC (PJM) Dom Zone Day Ahead Locational Marginal Price (DA LMP) divided by 10, and multiplied by the hourly net generation as recorded on the Company's time differentiated meter.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

2. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
3. In lieu of the line loss percentage in Paragraph IV. A.2., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

B. Capacity Purchase Payments

Purchase payments for the supply of capacity by the QF to the Company will be made based upon the QF's daily net on-peak generation multiplied by that corresponding day's on-peak capacity purchase price, as calculated, below. If applicable, the purchase payment for capacity may be modified by application of the Summer Peak Performance Factor (SPPF), as described, below. The on-peak hours for every day are from 7 AM to 11 PM. Off-peak hours are defined as all other hours.

Beginning June 1, 2007, and for each June 1, thereafter, PJM will establish the Reliability Pricing Model capacity resource clearing price for each PJM zone, shown as a \$/MW/day price, that will be applicable through the following May 31. Such prices will be the clearing results from PJM's Base Residual Auction. Using the price for the Dom Zone (initially identified on the PJM website as "Dom_PZonal"), the Company will calculate an on-peak capacity purchase price (cents per kWh) for each day by dividing the Dom Zone \$/MW/day price by 16 hours, and further dividing the result by 10, rounded to the nearest one-thousandth cent. The resulting cents per kWh on-peak capacity purchase price will be applied to the QF's net on-peak generation for the corresponding day, to provide for the daily capacity purchase amount. The sum of the daily capacity purchase amounts for the billing month will constitute the monthly capacity purchase payment to the QF, unless modified by application of the SPPF, below.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

Initially, a QF's SPPF will be 1. Once a QF has achieved Commercial Operations and such operation encompasses at least a full Summer (defined by PJM as June 1 through September 30, inclusive), the following January billing month, and for each January billing month thereafter, an SPPF will be calculated that is based on the QF's operation during the five (5) PJM coincident peak hours ("CP Hours"), as posted by PJM, during the Summer of the previous calendar year. The QF's SPPF is equal to the number of CP Hours in which the QF generated at or greater than 75% of its net capacity, divided by 5. Therefore, the SPPF could be 0, .2, .4, .6, .8, or 1. The QF's SPPF will be applied to the monthly capacity purchase payment for each billing month of the current calendar year.

V. PAYMENT OF COMPANY PURCHASES OF ENERGY ONLY

A QF that supplies only energy to the Company, in accordance with its election in Paragraph III. B., above, shall receive purchase payments as follows:

- A. Purchase payments for the supply of only energy by the QF to the Company will be based on an energy purchase price (cents per kWh) that is calculated using the average of the hourly \$/MWh Dom Zone DA LMP for the QF's billing month divided by 10, and multiplied by the net generation as recorded on the Company's non-time differentiated meter.
- B. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
- C. In lieu of the line loss percentage in Paragraph V. B., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The Company shall own and install any interconnection facilities on the Company side of the meter required for the QF to sell energy to the Company. The costs associated with these facilities will be borne by the QF. These costs include, but are not limited to, the costs of connection, switching, metering, transmission, distribution, safety provisions, telephone lines, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the facilities necessary to permit interconnected operations with the QF. The QF shall pay for these interconnection costs by either of the following methods:
1. A one-time lump-sum payment equal to the estimated new installed cost of all interconnection facilities provided by the Company multiplied by the appropriate tax effect recovery factor (if applicable), plus the appropriate monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission.
 2. A continuous monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission which is designed to recover over time the estimated new installed cost of all interconnection facilities and their related operating expenses.

The QF will also be responsible for payment to the Company for the cost of removing the interconnection facilities at the conclusion of the QF's Agreement. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION (Continued)

- C. In addition to the costs in Paragraph VI.B., above, the actual costs associated with relocating and/or rearranging existing facilities to allow interconnected operation will also be borne by the QF. A monthly charge shall not apply to these costs. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.
- D. The QF shall have equipment specifications and plans for control devices interconnection facilities, and protective devices approved by the Company in advance of energizing the facility.
- E. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- F. Upon request by the Company, the Cogenerator or Small Power Producer must demonstrate that the facility is a Qualifying Facility as defined by PURPA.
- G. The Company shall have the right to reduce the energy received from a QF during periods when a minimum load condition exists on the Company's system. These reductions will be within the design limits of each QF's equipment and will be limited to 1,000 off-peak hours in any calendar year.

VII. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

The provisions of this schedule, including the rates for purchase of electricity by the Company, are subject to modification at any time in the manner prescribed by law, and when so modified, shall supersede the rates and provisions hereof. However, payments to QFs with contracts for a specified term at payments established at the time the obligation is incurred shall remain at the payment levels established in their contract.

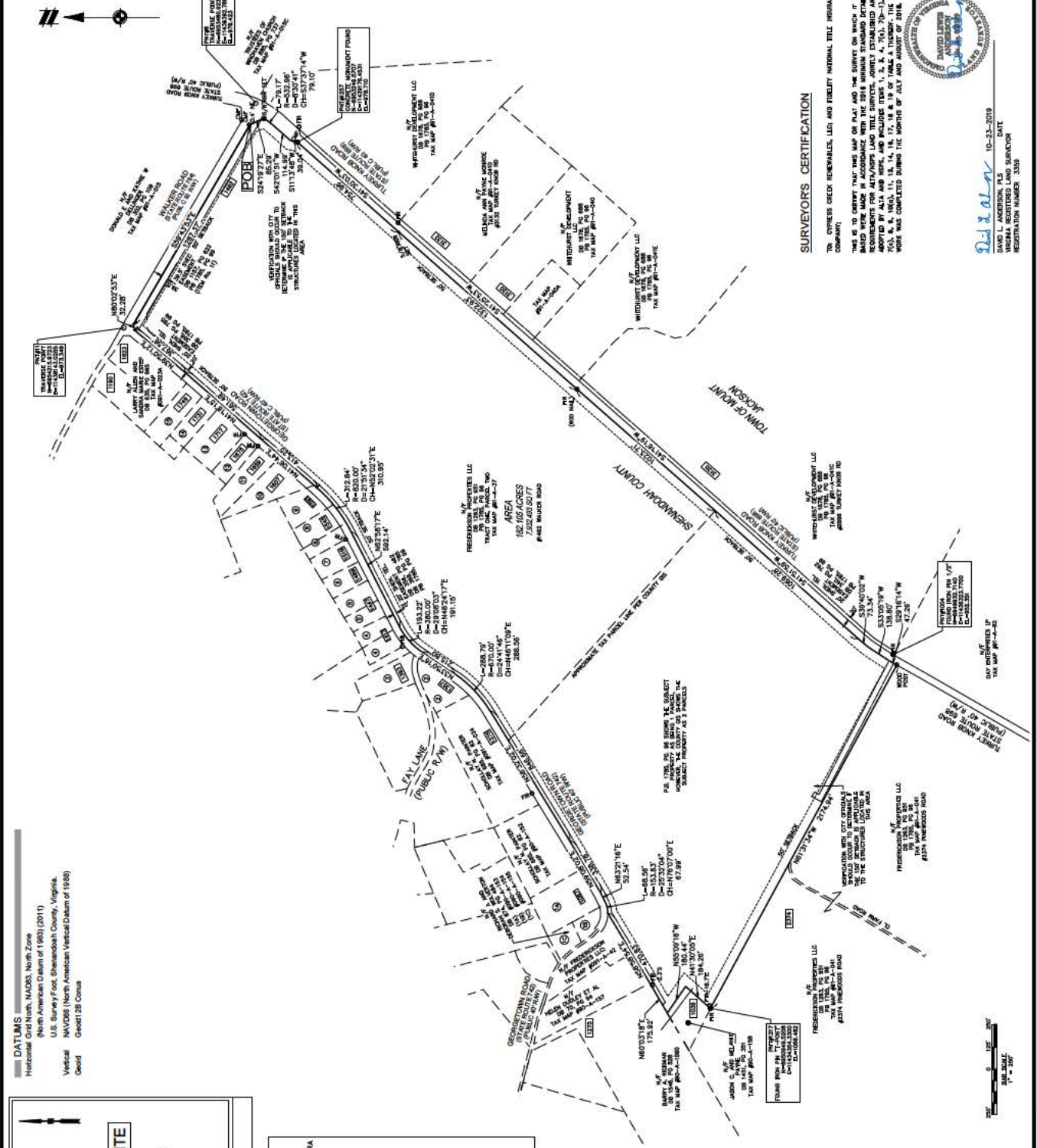
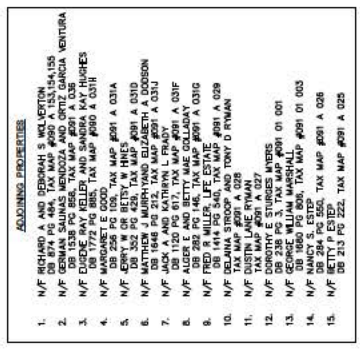
VIII. TERM OF CONTRACT

The term of contract shall be mutually agreed upon, but not less than one year.

EXHIBIT D

Exhibit D is a map and written description identifying the specific location of the Facility and is provided by the Operator.

Feb 26 2021



THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b)-1), 7(c), 8, 10(a), 11, 13, 14, 16, 17, 18 & 19 OF TABLE A THEREOF. THIS FIELD WORK WAS COMPLETED DURING THE MONTHS OF JULY AND AUGUST OF 2018.

David L. Anderson
10-23-2019

EXHIBIT E

Exhibit E is a copy of the Operator Form 556 or formal FERC certification of QF status in effect as of the Effective Date.

OR

If Facility is less than 1MW, Operator may submit the following statement as Exhibit E that the Facility qualifies as a Qualifying Facility (QF) under federal law:

Federal law exempts small power production or cogeneration facilities with net power production capacities of 1 MW or less from certain certification requirements in order to qualify as a qualifying facility (“QF” or “Qualifying Facility”). Therefore, [QF Name Here] submits the Facility is exempt from the certification requirements, but submits that the Facility qualifies as a Qualifying Facility under federal law set forth in the Public Utility Regulatory Policies Act of 1978 (codified at 16 U.S.C. § 824a-3).

Name

Title

Form 556

Certification of Qualifying Facility (QF) Status for a Small Power
Production or Cogeneration Facility


General

Questions about completing this form should be sent to Form556@ferc.gov. Information about the Commission's QF program, answers to frequently asked questions about QF requirements or completing this form, and contact information for QF program staff are available at the Commission's QF website, www.ferc.gov/QF. The Commission's QF website also provides links to the Commission's QF regulations (18 C.F.R. § 131.80 and Part 292), as well as other statutes and orders pertaining to the Commission's QF program.

Who Must File

Any applicant seeking QF status or recertification of QF status for a generating facility with a net power production capacity (as determined in lines 7a through 7g below) greater than 1000 kW must file a self-certification or an application for Commission certification of QF status, which includes a properly completed Form 556. Any applicant seeking QF status for a generating facility with a net power production capacity 1000 kW or less is exempt from the certification requirement, and is therefore not required to complete or file a Form 556. See 18 C.F.R. § 292.203.

How to Complete the Form 556

This form is intended to be completed by responding to the items in the order they are presented, according to the instructions given. If you need to back-track, you may need to clear certain responses before you will be allowed to change other responses made previously in the form. If you experience problems, click on the nearest help button () for assistance, or contact Commission staff at Form556@ferc.gov.

Certain lines in this form will be automatically calculated based on responses to previous lines, with the relevant formulas shown. You must respond to all of the previous lines within a section before the results of an automatically calculated field will be displayed. If you disagree with the results of any automatic calculation on this form, contact Commission staff at Form556@ferc.gov to discuss the discrepancy before filing.

You must complete all lines in this form unless instructed otherwise. Do not alter this form or save this form in a different format. Incomplete or altered forms, or forms saved in formats other than PDF, will be rejected.

How to File a Completed Form 556

Applicants are required to file their Form 556 electronically through the Commission's eFiling website (see instructions on page 2). By filing electronically, you will reduce your filing burden, save paper resources, save postage or courier charges, help keep Commission expenses to a minimum, and receive a much faster confirmation (via an email containing the docket number assigned to your facility) that the Commission has received your filing.

If you are simultaneously filing both a waiver request and a Form 556 as part of an application for Commission certification, see the "Waiver Requests" section on page 3 for more information on how to file.

Paperwork Reduction Act Notice

This form is approved by the Office of Management and Budget. Compliance with the information requirements established by the FERC Form No. 556 is required to obtain or maintain status as a QF. See 18 C.F.R. § 131.80 and Part 292. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The estimated burden for completing the FERC Form No. 556, including gathering and reporting information, is as follows: 3 hours for self-certification of a small power production facility, 8 hours for self-certifications of a cogeneration facility, 6 hours for an application for Commission certification of a small power production facility, and 50 hours for an application for Commission certification of a cogeneration facility. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the following: Information Clearance Officer, Office of the Executive Director (ED-32), Federal Energy Regulatory Commission, 888 First Street N.E., Washington, DC 20426 (DataClearance@ferc.gov); and Desk Officer for FERC, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503 (oir_submission@omb.eop.gov). Include the Control No. 1902-0075 in any correspondence.

Electronic Filing (eFiling)

To electronically file your Form 556, visit the Commission's QF website at www.ferc.gov/QF and click the eFiling link.

If you are eFiling your first document, you will need to register with your name, email address, mailing address, and phone number. If you are registering on behalf of an employer, then you will also need to provide the employer name, alternate contact name, alternate contact phone number and alternate contact email.

Once you are registered, log in to eFiling with your registered email address and the password that you created at registration. Follow the instructions. When prompted, select one of the following QF-related filing types, as appropriate, from the Electric or General filing category.

Filing category	Filing Type as listed in eFiling	Description
Electric	(Fee) Application for Commission Cert. as Cogeneration QF	Use to submit an application for Commission certification or Commission recertification of a cogeneration facility as a QF.
	(Fee) Application for Commission Cert. as Small Power QF	Use to submit an application for Commission certification or Commission recertification of a small power production facility as a QF.
	Self-Certification Notice (QF, EG, FC)	Use to submit a notice of self-certification of your facility (cogeneration or small power production) as a QF.
	Self-Recertification of Qualifying Facility (QF)	Use to submit a notice of self-recertification of your facility (cogeneration or small power production) as a QF.
	Supplemental Information or Request	Use to correct or supplement a Form 556 that was submitted with errors or omissions, or for which Commission staff has requested additional information. Do not use this filing type to report new changes to a facility or its ownership; rather, use a self-recertification or Commission recertification to report such changes.
General	(Fee) Petition for Declaratory Order (not under FPA Part 1)	Use to submit a petition for declaratory order granting a waiver of Commission QF regulations pursuant to 18 C.F.R. §§ 292.204(a) (3) and/or 292.205(c). A Form 556 is not required for a petition for declaratory order unless Commission recertification is being requested as part of the petition.

You will be prompted to submit your filing fee, if applicable, during the electronic submission process. Filing fees can be paid via electronic bank account debit or credit card.

During the eFiling process, you will be prompted to select your file(s) for upload from your computer.

Filing Fee

No filing fee is required if you are submitting a self-certification or self-recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(a).

A filing fee is required if you are filing either of the following:

- (1) an application for Commission certification or recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(b), or
- (2) a petition for declaratory order granting waiver pursuant to 18 C.F.R. §§ 292.204(a)(3) and/or 292.205(c).

The current fees for applications for Commission certifications and petitions for declaratory order can be found by visiting the Commission's QF website at www.ferc.gov/QF and clicking the Fee Schedule link.

You will be prompted to submit your filing fee, if applicable, during the electronic filing process described on page 2.

Required Notice to Utilities and State Regulatory Authorities

Pursuant to 18 C.F.R. § 292.207(a)(ii), you must provide a copy of your self-certification or request for Commission certification to the utilities with which the facility will interconnect and/or transact, as well as to the State regulatory authorities of the states in which your facility and those utilities reside. Links to information about the regulatory authorities in various states can be found by visiting the Commission's QF website at www.ferc.gov/QF and clicking the Notice Requirements link.

What to Expect From the Commission After You File

An applicant filing a Form 556 electronically will receive an email message acknowledging receipt of the filing and showing the docket number assigned to the filing. Such email is typically sent within one business day, but may be delayed pending confirmation by the Secretary of the Commission of the contents of the filing.

An applicant submitting a self-certification of QF status should expect to receive no documents from the Commission, other than the electronic acknowledgement of receipt described above. Consistent with its name, a self-certification is a certification *by the applicant itself* that the facility meets the relevant requirements for QF status, and does not involve a determination by the Commission as to the status of the facility. An acknowledgement of receipt of a self-certification, in particular, does not represent a determination by the Commission with regard to the QF status of the facility. An applicant self-certifying may, however, receive a rejection, revocation or deficiency letter if its application is found, during periodic compliance reviews, not to comply with the relevant requirements.

An applicant submitting a request for Commission certification will receive an order either granting or denying certification of QF status, or a letter requesting additional information or rejecting the application. Pursuant to 18 C.F.R. § 292.207(b)(3), the Commission must act on an application for Commission certification within 90 days of the later of the filing date of the application or the filing date of a supplement, amendment or other change to the application.

Waiver Requests

18 C.F.R. § 292.204(a)(3) allows an applicant to request a waiver to modify the method of calculation pursuant to 18 C.F.R. § 292.204(a)(2) to determine if two facilities are considered to be located at the same site, for good cause. 18 C.F.R. § 292.205(c) allows an applicant to request waiver of the requirements of 18 C.F.R. §§ 292.205(a) and (b) for operating and efficiency upon a showing that the facility will produce significant energy savings. A request for waiver of these requirements must be submitted as a petition for declaratory order, with the appropriate filing fee for a petition for declaratory order. Applicants requesting Commission recertification as part of a request for waiver of one of these requirements should electronically submit their completed Form 556 along with their petition for declaratory order, rather than filing their Form 556 as a separate request for Commission recertification. Only the filing fee for the petition for declaratory order must be paid to cover both the waiver request and the request for recertification *if such requests are made simultaneously*.

18 C.F.R. § 292.203(d)(2) allows an applicant to request a waiver of the Form 556 filing requirements, for good cause. Applicants filing a petition for declaratory order requesting a waiver under 18 C.F.R. § 292.203(d)(2) do not need to complete or submit a Form 556 with their petition.

Geographic Coordinates

If a street address does not exist for your facility, then line 3c of the Form 556 requires you to report your facility's geographic coordinates (latitude and longitude). Geographic coordinates may be obtained from several different sources. You can find links to online services that show latitude and longitude coordinates on online maps by visiting the Commission's QF webpage at www.ferc.gov/QF and clicking the Geographic Coordinates link. You may also be able to obtain your geographic coordinates from a GPS device, Google Earth (available free at <http://earth.google.com>), a property survey, various engineering or construction drawings, a property deed, or a municipal or county map showing property lines.

Filing Privileged Data or Critical Energy Infrastructure Information in a Form 556

The Commission's regulations provide procedures for applicants to either (1) request that any information submitted with a Form 556 be given privileged treatment because the information is exempt from the mandatory public disclosure requirements of the Freedom of Information Act, 5 U.S.C. § 552, and should be withheld from public disclosure; or (2) identify any documents containing critical energy infrastructure information (CEII) as defined in 18 C.F.R. § 388.113 that should not be made public.

If you are seeking privileged treatment or CEII status for any data in your Form 556, then you must follow the procedures in 18 C.F.R. § 388.112. See www.ferc.gov/help/filing-guide/file-ceii.asp for more information.

Among other things (see 18 C.F.R. § 388.112 for other requirements), applicants seeking privileged treatment or CEII status for data submitted in a Form 556 must prepare and file both (1) a complete version of the Form 556 (containing the privileged and/or CEII data), and (2) a public version of the Form 556 (with the privileged and/or CEII data redacted). Applicants preparing and filing these different versions of their Form 556 must indicate below the security designation of this version of their document. If you are *not* seeking privileged treatment or CEII status for any of your Form 556 data, then you should not respond to any of the items on this page.

<p>Non-Public: Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This non-public version of the applicant's Form 556 contains all data, including the data that is redacted in the (separate) public version of the applicant's Form 556.</p>
<p>Public (redacted): Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This public version of the applicants's Form 556 contains all data <u>except</u> for data from the lines indicated below, which has been redacted.</p>
<p>Privileged: Indicate below which lines of your form contain data for which you are seeking privileged treatment</p>
<p>Critical Energy Infrastructure Information (CEII): Indicate below which lines of your form contain data for which you are seeking CEII status</p>

The eFiling process described on page 2 will allow you to identify which versions of the electronic documents you submit are public, privileged and/or CEII. The filenames for such documents should begin with "Public", "Priv", or "CEII", as applicable, to clearly indicate the security designation of the file. Both versions of the Form 556 should be unaltered PDF copies of the Form 556, as available for download from www.ferc.gov/QF. To redact data from the public copy of the submittal, simply omit the relevant data from the Form. For numerical fields, leave the redacted fields blank. For text fields, complete as much of the field as possible, and replace the redacted portions of the field with the word "REDACTED" in brackets. Be sure to identify above all fields which contain data for which you are seeking non-public status.

The Commission is not responsible for detecting or correcting filer errors, including those errors related to security designation. If your documents contain sensitive information, make sure they are filed using the proper security designation.

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC

OMB Control # 1902-0075
Expiration 06/30/2019

Form 556

Certification of Qualifying Facility (QF) Status for a Small Power
Production or Cogeneration Facility

OFFICIAL COPY

Feb 26 2021

Application Information

1a Full name of applicant (legal entity on whose behalf qualifying facility status is sought for this facility)

Energix Mt. Jackson, LLC

1b Applicant street address

2311 Wilson Blvd. STE 640

1c City

Arlington

1d State/province

VA

1e Postal code

22201

1f Country (if not United States)

1g Telephone number

(703) 373-7345

1h Has the instant facility ever previously been certified as a QF? Yes ☒ No ☐

1i If yes, provide the docket number of the last known QF filing pertaining to this facility: QF 20 - 421 - 000

1j Under which certification process is the applicant making this filing?

☒ Notice of self-certification
(see note below)

☐ Application for Commission certification (requires filing
fee; see "Filing Fee" section on page 3)

Note: a notice of self-certification is a notice by the applicant itself that its facility complies with the requirements for QF status. A notice of self-certification does not establish a proceeding, and the Commission does not review a notice of self-certification to verify compliance. See the "What to Expect From the Commission After You File" section on page 3 for more information.

1k What type(s) of QF status is the applicant seeking for its facility? (check all that apply)

☒ Qualifying small power production facility status

☐ Qualifying cogeneration facility status

1l What is the purpose and expected effective date(s) of this filing?

☐ Original certification; facility expected to be installed by _____ and to begin operation on _____

☒ Change(s) to a previously certified facility to be effective on 12/24/19

(identify type(s) of change(s) below, and describe change(s) in the Miscellaneous section starting on page 19)

☒ Name change and/or other administrative change(s)

☒ Change in ownership

☐ Change(s) affecting plant equipment, fuel use, power production capacity and/or cogeneration thermal output

☐ Supplement or correction to a previous filing submitted on _____

(describe the supplement or correction in the Miscellaneous section starting on page 19)

1m If any of the following three statements is true, check the box(es) that describe your situation and complete the form to the extent possible, explaining any special circumstances in the Miscellaneous section starting on page 19.

☐ The instant facility complies with the Commission's QF requirements by virtue of a waiver of certain regulations previously granted by the Commission in an order dated _____ (specify any other relevant waiver orders in the Miscellaneous section starting on page 19)

☐ The instant facility would comply with the Commission's QF requirements if a petition for waiver submitted concurrently with this application is granted

☐ The instant facility complies with the Commission's regulations, but has special circumstances, such as the employment of unique or innovative technologies not contemplated by the structure of this form, that make the demonstration of compliance via this form difficult or impossible (describe in Misc. section starting on p. 19)

Contact Information	2a Name of contact person Itamar Sarussi		2b Telephone number (703) 373-7345	
	2c Which of the following describes the contact person's relationship to the applicant? (check one) <input type="checkbox"/> Applicant (self) <input type="checkbox"/> Employee, owner or partner of applicant authorized to represent the applicant <input checked="" type="checkbox"/> Employee of a company affiliated with the applicant authorized to represent the applicant on this matter <input type="checkbox"/> Lawyer, consultant, or other representative authorized to represent the applicant on this matter			
	2d Company or organization name (if applicant is an individual, check here and skip to line 2e) <input type="checkbox"/> Energix US, LLC			
	2e Street address (if same as Applicant, check here and skip to line 3a) <input checked="" type="checkbox"/>			
	2f City		2g State/province	
	2h Postal code		2i Country (if not United States)	
Facility Identification and Location	3a Facility name Energix Mt. Jackson, LLC			
	3b Street address (if a street address does not exist for the facility, check here and skip to line 3c) <input checked="" type="checkbox"/>			
	3c Geographic coordinates: If you indicated that no street address exists for your facility by checking the box in line 3b, then you must specify the latitude and longitude coordinates of the facility in degrees (to three decimal places). Use the following formula to convert to decimal degrees from degrees, minutes and seconds: decimal degrees = degrees + (minutes/60) + (seconds/3600). See the "Geographic Coordinates" section on page 4 for help. If you provided a street address for your facility in line 3b, then specifying the geographic coordinates below is optional. Longitude <input type="checkbox"/> East (+) _____ 78.660 degrees Latitude <input checked="" type="checkbox"/> North (+) _____ 38.735 degrees <input checked="" type="checkbox"/> West (-) _____ <input type="checkbox"/> South (-) _____			
	3d City (if unincorporated, check here and enter nearest city) <input type="checkbox"/> Mount Jackson		3e State/province Virginia	
	3f County (or check here for independent city) <input type="checkbox"/> Shenandoah		3g Country (if not United States)	
Transacting Utilities	Identify the electric utilities that are contemplated to transact with the facility.			
	4a Identify utility interconnecting with the facility Virginia Electric and Power Company d/b/a Dominion Energy Virginia			
	4b Identify utilities providing wheeling service or check here if none <input checked="" type="checkbox"/>			
	4c Identify utilities purchasing the useful electric power output or check here if none <input type="checkbox"/> Virginia Electric and Power Company d/b/a Dominion Energy Virginia			
	4d Identify utilities providing supplementary power, backup power, maintenance power, and/or interruptible power service or check here if none <input type="checkbox"/> Virginia Electric and Power Company d/b/a Dominion Energy Virginia			



Ownership and Operation

5a Direct ownership as of effective date or operation date: Identify all direct owners of the facility holding at least 10 percent equity interest. For each identified owner, also (1) indicate whether that owner is an electric utility, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or a holding company, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)), and (2) for owners which are electric utilities or holding companies, provide the percentage of equity interest in the facility held by that owner. If no direct owners hold at least 10 percent equity interest in the facility, then provide the required information for the two direct owners with the largest equity interest in the facility.

Full legal names of direct owners	Electric utility or holding company	If Yes, % equity interest
1) <u>Energix Mt. Jackson, LLC</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	100 %
2) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
3) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
4) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
5) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
6) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
7) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
8) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
9) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
10) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %

☐ Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

5b Upstream (i.e., indirect) ownership as of effective date or operation date: Identify all upstream (i.e., indirect) owners of the facility that both (1) hold at least 10 percent equity interest in the facility, and (2) are electric utilities, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or holding companies, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)). Also provide the percentage of equity interest in the facility held by such owners. (Note that, because upstream owners may be subsidiaries of one another, total percent equity interest reported may exceed 100 percent.)

Check here if no such upstream owners exist. ☐

Full legal names of electric utility or holding company upstream owners	% equity interest
1) <u>Energix VA2 Project Holdco, LLC</u>	100 %
2) <u>Energix US, LLC</u>	100 %
3) <u>Energix - Renewable Energies Ltd.</u>	100 %
4) _____	_____ %
5) _____	_____ %
6) _____	_____ %
7) _____	_____ %
8) _____	_____ %
9) _____	_____ %
10) _____	_____ %

☐ Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

5c Identify the facility operator

Energix Mt. Jackson, LLC

Energy Input

6a Describe the primary energy input: (check one main category and, if applicable, one subcategory)

- ☐ Biomass (specify)
☐ Landfill gas
☐ Manure digester gas
☐ Municipal solid waste
☐ Sewage digester gas
☐ Wood
☐ Other biomass (describe on page 19)
☐ Waste (specify type below in line 6b)
- ☒ Renewable resources (specify)
☐ Hydro power - river
☐ Hydro power - tidal
☐ Hydro power - wave
☒ Solar - photovoltaic
☐ Solar - thermal
☐ Wind
☐ Other renewable resource (describe on page 19)
- ☐ Geothermal
☐ Fossil fuel (specify)
☐ Coal (not waste)
☐ Fuel oil/diesel
☐ Natural gas (not waste)
☐ Other fossil fuel (describe on page 19)
☐ Other (describe on page 19)

6b If you specified "waste" as the primary energy input in line 6a, indicate the type of waste fuel used: (check one)

- ☐ Waste fuel listed in 18 C.F.R. § 292.202(b) (specify one of the following)
- ☐ Anthracite culm produced prior to July 23, 1985
 - ☐ Anthracite refuse that has an average heat content of 6,000 Btu or less per pound and has an average ash content of 45 percent or more
 - ☐ Bituminous coal refuse that has an average heat content of 9,500 Btu per pound or less and has an average ash content of 25 percent or more
 - ☐ Top or bottom subbituminous coal produced on Federal lands or on Indian lands that has been determined to be waste by the United States Department of the Interior's Bureau of Land Management (BLM) or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that the applicant shows that the latter coal is an extension of that determined by BLM to be waste
 - ☐ Coal refuse produced on Federal lands or on Indian lands that has been determined to be waste by the BLM or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that applicant shows that the latter is an extension of that determined by BLM to be waste
 - ☐ Lignite produced in association with the production of montan wax and lignite that becomes exposed as a result of such a mining operation
 - ☐ Gaseous fuels (except natural gas and synthetic gas from coal) (describe on page 19)
 - ☐ Waste natural gas from gas or oil wells (describe on page 19 how the gas meets the requirements of 18 C.F.R. § 2.400 for waste natural gas; include with your filing any materials necessary to demonstrate compliance with 18 C.F.R. § 2.400)
 - ☐ Materials that a government agency has certified for disposal by combustion (describe on page 19)
 - ☐ Heat from exothermic reactions (describe on page 19)
 - ☐ Residual heat (describe on page 19)
 - ☐ Used rubber tires
 - ☐ Plastic materials
 - ☐ Refinery off-gas
 - ☐ Petroleum coke
- ☐ Other waste energy input that has little or no commercial value and exists in the absence of the qualifying facility industry (describe in the Miscellaneous section starting on page 19; include a discussion of the fuel's lack of commercial value and existence in the absence of the qualifying facility industry)

6c Provide the average energy input, calculated on a calendar year basis, in terms of Btu/h for the following fossil fuel energy inputs, and provide the related percentage of the total average annual energy input to the facility (18 C.F.R. § 292.202(j)). For any oil or natural gas fuel, use lower heating value (18 C.F.R. § 292.202(m)).

Fuel	Annual average energy input for specified fuel	Percentage of total annual energy input
Natural gas	0 Btu/h	0 %
Oil-based fuels	0 Btu/h	0 %
Coal	0 Btu/h	0 %



Technical Facility Information

Indicate the maximum gross and maximum net electric power production capacity of the facility at the point(s) of delivery by completing the worksheet below. Respond to all items. If any of the parasitic loads and/or losses identified in lines 7b through 7e are negligible, enter zero for those lines.

7a The maximum gross power production capacity at the terminals of the individual generator(s) under the most favorable anticipated design conditions	15,650 kW
7b Parasitic station power used at the facility to run equipment which is necessary and integral to the power production process (boiler feed pumps, fans/blowers, office or maintenance buildings directly related to the operation of the power generating facility, etc.). If this facility includes non-power production processes (for instance, power consumed by a cogeneration facility's thermal host), do not include any power consumed by the non-power production activities in your reported parasitic station power.	78.3 kW
7c Electrical losses in interconnection transformers	281.7 kW
7d Electrical losses in AC/DC conversion equipment, if any	0 kW
7e Other interconnection losses in power lines or facilities (other than transformers and AC/DC conversion equipment) between the terminals of the generator(s) and the point of interconnection with the utility	0 kW
7f Total deductions from gross power production capacity = 7b + 7c + 7d + 7e	360.0 kW
7g Maximum net power production capacity = 7a - 7f	15,290.0 kW

7h Description of facility and primary components: Describe the facility and its operation. Identify all boilers, heat recovery steam generators, prime movers (any mechanical equipment driving an electric generator), electrical generators, photovoltaic solar equipment, fuel cell equipment and/or other primary power generation equipment used in the facility. Descriptions of components should include (as applicable) specifications of the nominal capacities for mechanical output, electrical output, or steam generation of the identified equipment. For each piece of equipment identified, clearly indicate how many pieces of that type of equipment are included in the plant, and which components are normally operating or normally in standby mode. Provide a description of how the components operate as a system. Applicants for cogeneration facilities do not need to describe operations of systems that are clearly depicted on and easily understandable from a cogeneration facility's attached mass and heat balance diagram; however, such applicants should provide any necessary description needed to understand the sequential operation of the facility depicted in their mass and heat balance diagram. If additional space is needed, continue in the Miscellaneous section starting on page 19.

The facility will be a 15.65 MW AC photovoltaic (PV) array comprised of approximately (47,619) 420Wp modules (or equivalent) attached to ground-mounted racks. The facility will utilize approximately (6) 2500kVa inverters (or equivalent).

Information Required for Small Power Production Facility

If you indicated in line 1k that you are seeking qualifying small power production facility status for your facility, then you must respond to the items on this page. Otherwise, skip page 10.

Certification of Compliance with Size Limitations	<p>Pursuant to 18 C.F.R. § 292.204(a), the power production capacity of any small power production facility, together with the power production capacity of any other small power production facilities that use the same energy resource, are owned by the same person(s) or its affiliates, and are located at the same site, may not exceed 80 megawatts. To demonstrate compliance with this size limitation, or to demonstrate that your facility is exempt from this size limitation under the Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Pub. L. 101-575, 104 Stat. 2834 (1990) <i>as amended by</i> Pub. L. 102-46, 105 Stat. 249 (1991)), respond to lines 8a through 8e below (as applicable).</p>																
	<p>8a Identify any facilities with electrical generating equipment located within 1 mile of the electrical generating equipment of the instant facility, and for which any of the entities identified in lines 5a or 5b, or their affiliates, holds at least a 5 percent equity interest.</p>																
	<p>Check here if no such facilities exist. <input checked="" type="checkbox"/></p>																
	<table border="1"> <thead> <tr> <th>Facility location (city or county, state)</th> <th>Root docket # (if any)</th> <th>Common owner(s)</th> <th>Maximum net power production capacity</th> </tr> </thead> <tbody> <tr> <td>1) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>2) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>3) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> </tbody> </table>	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity	1) _____	QF - _____	_____	_____ kW	2) _____	QF - _____	_____	_____ kW	3) _____	QF - _____	_____	_____ kW
	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity													
	1) _____	QF - _____	_____	_____ kW													
2) _____	QF - _____	_____	_____ kW														
3) _____	QF - _____	_____	_____ kW														
<p><input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed</p>																	
<p>8b The Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Incentives Act) provides exemption from the size limitations in 18 C.F.R. § 292.204(a) for certain facilities that were certified prior to 1995. Are you seeking exemption from the size limitations in 18 C.F.R. § 292.204(a) by virtue of the Incentives Act?</p> <p><input type="checkbox"/> Yes (continue at line 8c below) <input checked="" type="checkbox"/> No (skip lines 8c through 8e)</p>																	
<p>8c Was the original notice of self-certification or application for Commission certification of the facility filed on or before December 31, 1994? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																	
<p>8d Did construction of the facility commence on or before December 31, 1999? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																	
<p>8e If you answered No in line 8d, indicate whether reasonable diligence was exercised toward the completion of the facility, taking into account all factors relevant to construction? Yes <input type="checkbox"/> No <input type="checkbox"/> If you answered Yes, provide a brief narrative explanation in the Miscellaneous section starting on page 19 of the construction timeline (in particular, describe why construction started so long after the facility was certified) and the diligence exercised toward completion of the facility.</p>																	
Certification of Compliance with Fuel Use Requirements	<p>Pursuant to 18 C.F.R. § 292.204(b), qualifying small power production facilities may use fossil fuels, in minimal amounts, for only the following purposes: ignition; start-up; testing; flame stabilization; control use; alleviation or prevention of unanticipated equipment outages; and alleviation or prevention of emergencies, directly affecting the public health, safety, or welfare, which would result from electric power outages. The amount of fossil fuels used for these purposes may not exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																
	<p>9a Certification of compliance with 18 C.F.R. § 292.204(b) with respect to uses of fossil fuel:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the facility will use fossil fuels <i>exclusively</i> for the purposes listed above.</p>																
	<p>9b Certification of compliance with 18 C.F.R. § 292.204(b) with respect to amount of fossil fuel used annually:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the amount of fossil fuel used at the facility will not, in aggregate, exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																



Information Required for Cogeneration Facility

If you indicated in line 1k that you are seeking qualifying cogeneration facility status for your facility, then you must respond to the items on pages 11 through 13. Otherwise, skip pages 11 through 13.

General Cogeneration Information	Pursuant to 18 C.F.R. § 292.202(c), a cogeneration facility produces electric energy and forms of useful thermal energy (such as heat or steam) used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy. Pursuant to 18 C.F.R. § 292.202(s), "sequential use" of energy means the following: (1) for a topping-cycle cogeneration facility, the use of reject heat from a power production process in sufficient amounts in a thermal application or process to conform to the requirements of the operating standard contained in 18 C.F.R. § 292.205(a); or (2) for a bottoming-cycle cogeneration facility, the use of at least some reject heat from a thermal application or process for power production.	
	10a What type(s) of cogeneration technology does the facility represent? (check all that apply)	
	<input type="checkbox"/> Topping-cycle cogeneration	<input type="checkbox"/> Bottoming-cycle cogeneration
	10b To help demonstrate the sequential operation of the cogeneration process, and to support compliance with other requirements such as the operating and efficiency standards, include with your filing a mass and heat balance diagram depicting average annual operating conditions. This diagram must include certain items and meet certain requirements, as described below. You must check next to the description of each requirement below to certify that you have complied with these requirements.	
	Check to certify compliance with indicated requirement	Requirement
	<input type="checkbox"/>	Diagram must show orientation within system piping and/or ducts of all prime movers, heat recovery steam generators, boilers, electric generators, and condensers (as applicable), as well as any other primary equipment relevant to the cogeneration process.
	<input type="checkbox"/>	Any average annual values required to be reported in lines 10b, 12a, 13a, 13b, 13d, 13f, 14a, 15b, 15d and/or 15f must be computed over the anticipated hours of operation.
	<input type="checkbox"/>	Diagram must specify all fuel inputs by fuel type and average annual rate in Btu/h. Fuel for supplementary firing should be specified separately and clearly labeled. All specifications of fuel inputs should use lower heating values.
	<input type="checkbox"/>	Diagram must specify average gross electric output in kW or MW for each generator.
	<input type="checkbox"/>	Diagram must specify average mechanical output (that is, any mechanical energy taken off of the shaft of the prime movers for purposes not directly related to electric power generation) in horsepower, if any. Typically, a cogeneration facility has no mechanical output.
<input type="checkbox"/>	At each point for which working fluid flow conditions are required to be specified (see below), such flow condition data must include mass flow rate (in lb/h or kg/s), temperature (in °F, R, °C or K), absolute pressure (in psia or kPa) and enthalpy (in Btu/lb or kJ/kg). Exception: For systems where the working fluid is <i>liquid only</i> (no vapor at any point in the cycle) and where the type of liquid and specific heat of that liquid are clearly indicated on the diagram or in the Miscellaneous section starting on page 19, only mass flow rate and temperature (not pressure and enthalpy) need be specified. For reference, specific heat at standard conditions for pure liquid water is approximately 1.002 Btu/(lb*R) or 4.195 kJ/(kg*K).	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at input to and output from each steam turbine or other expansion turbine or back-pressure turbine.	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at delivery to and return from each thermal application.	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at make-up water inputs.	

EPAAct 2005 Requirements for Fundamental Use of Energy Output from Cogeneration Facilities

EPAAct 2005 cogeneration facilities: The Energy Policy Act of 2005 (EPAAct 2005) established a new section 210(n) of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 USC 824a-3(n), with additional requirements for any qualifying cogeneration facility that (1) is seeking to sell electric energy pursuant to section 210 of PURPA and (2) was either not a cogeneration facility on August 8, 2005, or had not filed a self-certification or application for Commission certification of QF status on or before February 1, 2006. These requirements were implemented by the Commission in 18 C.F.R. § 292.205(d). Complete the lines below, carefully following the instructions, to demonstrate whether these additional requirements apply to your cogeneration facility and, if so, whether your facility complies with such requirements.

11a Was your facility operating as a qualifying cogeneration facility on or before August 8, 2005? Yes ☐ No ☐

11b Was the initial filing seeking certification of your facility (whether a notice of self-certification or an application for Commission certification) filed on or before February 1, 2006? Yes ☐ No ☐

If the answer to either line 11a or 11b is Yes, then continue at line 11c below. Otherwise, if the answers to both lines 11a and 11b are No, skip to line 11e below.

11c With respect to the design and operation of the facility, have any changes been implemented on or after February 2, 2006 that affect general plant operation, affect use of thermal output, and/or increase net power production capacity from the plant's capacity on February 1, 2006?

☐ Yes (continue at line 11d below)

No. Your facility is not subject to the requirements of 18 C.F.R. § 292.205(d) at this time. However, it may be ☐ subject to these requirements in the future if changes are made to the facility. At such time, the applicant would need to recertify the facility to determine eligibility. Skip lines 11d through 11j.

11d Does the applicant contend that the changes identified in line 11c are not so significant as to make the facility a "new" cogeneration facility that would be subject to the 18 C.F.R. § 292.205(d) cogeneration requirements?

Yes. Provide in the Miscellaneous section starting on page 19 a description of any relevant changes made to ☐ the facility (including the purpose of the changes) and a discussion of why the facility should not be considered a "new" cogeneration facility in light of these changes. Skip lines 11e through 11j.

No. Applicant stipulates to the fact that it is a "new" cogeneration facility (for purposes of determining the ☐ applicability of the requirements of 18 C.F.R. § 292.205(d)) by virtue of modifications to the facility that were initiated on or after February 2, 2006. Continue below at line 11e.

11e Will electric energy from the facility be sold pursuant to section 210 of PURPA?

☐ Yes. The facility is an EPAAct 2005 cogeneration facility. You must demonstrate compliance with 18 C.F.R. § 292.205(d)(2) by continuing at line 11f below.

No. Applicant certifies that energy will *not* be sold pursuant to section 210 of PURPA. Applicant also certifies ☐ its understanding that it must recertify its facility in order to determine compliance with the requirements of 18 C.F.R. § 292.205(d) *before* selling energy pursuant to section 210 of PURPA in the future. Skip lines 11f through 11j.

11f Is the net power production capacity of your cogeneration facility, as indicated in line 7g above, less than or equal to 5,000 kW?

Yes, the net power production capacity is less than or equal to 5,000 kW. 18 C.F.R. § 292.205(d)(4) provides a ☐ rebuttable presumption that cogeneration facilities of 5,000 kW and smaller capacity comply with the requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2). Applicant certifies its understanding that, should the power production capacity of the facility increase above 5,000 kW, then the facility must be recertified to (among other things) demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Skip lines 11g through 11j.

No, the net power production capacity is greater than 5,000 kW. Demonstrate compliance with the ☐ requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2) by continuing on the next page at line 11g.

EPAct 2005 Requirements for Fundamental Use of Energy Output from Cogeneration Facilities (continued)

Lines 11g through 11k below guide the applicant through the process of demonstrating compliance with the requirements for "fundamental use" of the facility's energy output. 18 C.F.R. § 292.205(d)(2). Only respond to the lines on this page if the instructions on the previous page direct you to do so. Otherwise, skip this page.

18 C.F.R. § 292.205(d)(2) requires that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility. If you were directed on the previous page to respond to the items on this page, then your facility is an EPAct 2005 cogeneration facility that is subject to this "fundamental use" requirement.

The Commission's regulations provide a two-pronged approach to demonstrating compliance with the requirements for fundamental use of the facility's energy output. First, the Commission has established in 18 C.F.R. § 292.205(d)(3) a "fundamental use test" that can be used to demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Under the fundamental use test, a facility is considered to comply with 18 C.F.R. § 292.205(d)(2) if at least 50 percent of the facility's total annual energy output (including electrical, thermal, chemical and mechanical energy output) is used for industrial, commercial, residential or institutional purposes.

Second, an applicant for a facility that does not pass the fundamental use test may provide a narrative explanation of and support for its contention that the facility nonetheless meets the requirement that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility.

Complete lines 11g through 11j below to determine compliance with the fundamental use test in 18 C.F.R. § 292.205(d)(3). Complete lines 11g through 11j *even if you do not intend to rely upon the fundamental use test to demonstrate compliance with 18 C.F.R. § 292.205(d)(2)*.

11g Amount of electrical, thermal, chemical and mechanical energy output (net of internal generation plant losses and parasitic loads) expected to be used annually for industrial, commercial, residential or institutional purposes and not sold to an electric utility	MWh
11h Total amount of electrical, thermal, chemical and mechanical energy expected to be sold to an electric utility	MWh
11i Percentage of total annual energy output expected to be used for industrial, commercial, residential or institutional purposes and not sold to a utility = 100 * 11g / (11g + 11h)	0 %

11j Is the response in line 11i greater than or equal to 50 percent?

Yes. Your facility complies with 18 C.F.R. § 292.205(d)(2) by virtue of passing the fundamental use test provided in 18 C.F.R. § 292.205(d)(3). Applicant certifies its understanding that, if it is to rely upon passing the fundamental use test as a basis for complying with 18 C.F.R. § 292.205(d)(2), then the facility must comply with the fundamental use test both in the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years.

No. Your facility does not pass the fundamental use test. Instead, you must provide in the Miscellaneous section starting on page 19 a narrative explanation of and support for why your facility meets the requirement that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a QF to its host facility. Applicants providing a narrative explanation of why their facility should be found to comply with 18 C.F.R. § 292.205(d)(2) in spite of non-compliance with the fundamental use test may want to review paragraphs 47 through 61 of Order No. 671 (accessible from the Commission's QF website at www.ferc.gov/QF), which provide discussion of the facts and circumstances that may support their explanation. Applicant should also note that the percentage reported above will establish the standard that that facility must comply with, both for the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years. See Order No. 671 at paragraph 51. As such, the applicant should make sure that it reports appropriate values on lines 11g and 11h above to serve as the relevant annual standard, taking into account expected variations in production conditions.



Information Required for Topping-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents topping-cycle cogeneration technology, then you must respond to the items on pages 14 and 15. Otherwise, skip pages 14 and 15.

Usefulness of Topping-Cycle Thermal Output	The thermal energy output of a topping-cycle cogeneration facility is the net energy made available to an industrial or commercial process or used in a heating or cooling application. Pursuant to sections 292.202(c), (d) and (h) of the Commission's regulations (18 C.F.R. §§ 292.202(c), (d) and (h)), the thermal energy output of a qualifying topping-cycle cogeneration facility must be useful. In connection with this requirement, describe the thermal output of the topping-cycle cogeneration facility by responding to lines 12a and 12b below.		
	12a Identify and describe each thermal host, and specify the annual average rate of thermal output made available to each host for each use. For hosts with multiple uses of thermal output, provide the data for each use in separate rows.		
	Name of entity (thermal host) taking thermal output	Thermal host's relationship to facility; Thermal host's use of thermal output	Average annual rate of thermal output attributable to use (net of heat contained in process return or make-up water)
	1)	Select thermal host's relationship to facility	Btu/h
		Select thermal host's use of thermal output	
	2)	Select thermal host's relationship to facility	Btu/h
		Select thermal host's use of thermal output	
	3)	Select thermal host's relationship to facility	Btu/h
		Select thermal host's use of thermal output	
	4)	Select thermal host's relationship to facility	Btu/h
	Select thermal host's use of thermal output		
5)	Select thermal host's relationship to facility	Btu/h	
	Select thermal host's use of thermal output		
6)	Select thermal host's relationship to facility	Btu/h	
	Select thermal host's use of thermal output		
<input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed			
12b Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each use of the thermal output identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's use of thermal output is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific use of thermal output related to the instant facility, then you need only provide a brief description of that use and a reference by date and docket number to the order certifying your facility with the indicated use. Such exemption may not be used if any change creates a material deviation from the previously authorized use.) If additional space is needed, continue in the Miscellaneous section starting on page 19.			

Topping-Cycle Operating and Efficiency Value Calculation

Applicants for facilities representing topping-cycle technology must demonstrate compliance with the topping-cycle operating standard and, if applicable, efficiency standard. Section 292.205(a)(1) of the Commission's regulations (18 C.F.R. § 292.205(a)(1)) establishes the operating standard for topping-cycle cogeneration facilities: the useful thermal energy output must be no less than 5 percent of the total energy output. Section 292.205(a)(2) (18 C.F.R. § 292.205(a)(2)) establishes the efficiency standard for topping-cycle cogeneration facilities for which installation commenced on or after March 13, 1980: the useful power output of the facility plus one-half the useful thermal energy output must (A) be no less than 42.5 percent of the total energy input of natural gas and oil to the facility; and (B) if the useful thermal energy output is less than 15 percent of the total energy output of the facility, be no less than 45 percent of the total energy input of natural gas and oil to the facility. To demonstrate compliance with the topping-cycle operating and/or efficiency standards, or to demonstrate that your facility is exempt from the efficiency standard based on the date that installation commenced, respond to lines 13a through 13l below.

If you indicated in line 10a that your facility represents *both* topping-cycle and bottoming-cycle cogeneration technology, then respond to lines 13a through 13l below considering only the energy inputs and outputs attributable to the topping-cycle portion of your facility. Your mass and heat balance diagram must make clear which mass and energy flow values and system components are for which portion (topping or bottoming) of the cogeneration system.

13a Indicate the annual average rate of useful thermal energy output made available to the host(s), net of any heat contained in condensate return or make-up water	Btu/h
13b Indicate the annual average rate of net electrical energy output	kW
13c Multiply line 13b by 3,412 to convert from kW to Btu/h	0 Btu/h
13d Indicate the annual average rate of mechanical energy output taken directly off of the shaft of a prime mover for purposes not directly related to power production (this value is usually zero)	hp
13e Multiply line 13d by 2,544 to convert from hp to Btu/h	0 Btu/h
13f Indicate the annual average rate of energy input from natural gas and oil	Btu/h
13g Topping-cycle operating value = $100 * 13a / (13a + 13c + 13e)$	0 %
13h Topping-cycle efficiency value = $100 * (0.5 * 13a + 13c + 13e) / 13f$	0 %
13i Compliance with operating standard: Is the operating value shown in line 13g greater than or equal to 5%? <input type="checkbox"/> Yes (complies with operating standard) <input type="checkbox"/> No (does not comply with operating standard)	
13j Did installation of the facility in its current form commence on or after March 13, 1980? <input type="checkbox"/> Yes. Your facility is subject to the efficiency requirements of 18 C.F.R. § 292.205(a)(2). Demonstrate compliance with the efficiency requirement by responding to line 13k or 13l, as applicable, below. <input type="checkbox"/> No. Your facility is exempt from the efficiency standard. Skip lines 13k and 13l.	
13k Compliance with efficiency standard (for low operating value): If the operating value shown in line 13g is less than 15%, then indicate below whether the efficiency value shown in line 13h greater than or equal to 45%: <input type="checkbox"/> Yes (complies with efficiency standard) <input type="checkbox"/> No (does not comply with efficiency standard)	
13l Compliance with efficiency standard (for high operating value): If the operating value shown in line 13g is greater than or equal to 15%, then indicate below whether the efficiency value shown in line 13h is greater than or equal to 42.5%: <input type="checkbox"/> Yes (complies with efficiency standard) <input type="checkbox"/> No (does not comply with efficiency standard)	

Information Required for Bottoming-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents bottoming-cycle cogeneration technology, then you must respond to the items on pages 16 and 17. Otherwise, skip pages 16 and 17.

Usefulness of Bottoming-Cycle Thermal Output	<p>The thermal energy output of a bottoming-cycle cogeneration facility is the energy related to the process(es) from which at least some of the reject heat is then used for power production. Pursuant to sections 292.202(c) and (e) of the Commission's regulations (18 C.F.R. § 292.202(c) and (e)), the thermal energy output of a qualifying bottoming-cycle cogeneration facility must be useful. In connection with this requirement, describe the process(es) from which at least some of the reject heat is used for power production by responding to lines 14a and 14b below.</p>			
	<p>14a Identify and describe each thermal host and each bottoming-cycle cogeneration process engaged in by each host. For hosts with multiple bottoming-cycle cogeneration processes, provide the data for each process <i>in separate rows</i>.</p>			
	Name of entity (thermal host) performing the process from which at least some of the reject heat is used for power production		Thermal host's relationship to facility; Thermal host's process type	Has the energy input to the thermal host been augmented for purposes of increasing power production capacity? (if Yes, describe on p. 19)
	1)		Select thermal host's relationship to facility	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Select thermal host's process type	
	2)		Select thermal host's relationship to facility	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Select thermal host's process type	
	3)		Select thermal host's relationship to facility	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Select thermal host's process type	
	<p><input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed</p>			
<p>14b Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each process identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's process is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific bottoming-cycle process related to the instant facility, then you need only provide a brief description of that process and a reference by date and docket number to the order certifying your facility with the indicated process. Such exemption may not be used if any material changes to the process have been made.) If additional space is needed, continue in the Miscellaneous section starting on page 19.</p>				

Bottoming-Cycle Operating and Efficiency Value Calculation

Applicants for facilities representing bottoming-cycle technology and for which installation commenced on or after March 13, 1990 must demonstrate compliance with the bottoming-cycle efficiency standards. Section 292.205(b) of the Commission's regulations (18 C.F.R. § 292.205(b)) establishes the efficiency standard for bottoming-cycle cogeneration facilities: the useful power output of the facility must be no less than 45 percent of the energy input of natural gas and oil for supplementary firing. To demonstrate compliance with the bottoming-cycle efficiency standard (if applicable), or to demonstrate that your facility is exempt from this standard based on the date that installation of the facility began, respond to lines 15a through 15h below.

If you indicated in line 10a that your facility represents *both* topping-cycle and bottoming-cycle cogeneration technology, then respond to lines 15a through 15h below considering only the energy inputs and outputs attributable to the bottoming-cycle portion of your facility. Your mass and heat balance diagram must make clear which mass and energy flow values and system components are for which portion of the cogeneration system (topping or bottoming).

15a Did installation of the facility in its current form commence on or after March 13, 1980?

- ☐ Yes. Your facility is subject to the efficiency requirement of 18 C.F.R. § 292.205(b). Demonstrate compliance with the efficiency requirement by responding to lines 15b through 15h below.
- ☐ No. Your facility is exempt from the efficiency standard. Skip the rest of page 17.

15b Indicate the annual average rate of net electrical energy output

kW

15c Multiply line 15b by 3,412 to convert from kW to Btu/h

0 Btu/h

15d Indicate the annual average rate of mechanical energy output taken directly off of the shaft of a prime mover for purposes not directly related to power production (this value is usually zero)

hp

15e Multiply line 15d by 2,544 to convert from hp to Btu/h

0 Btu/h

15f Indicate the annual average rate of supplementary energy input from natural gas or oil

Btu/h

15g Bottoming-cycle efficiency value = $100 * (15c + 15e) / 15f$

0 %

15h Compliance with efficiency standard: Indicate below whether the efficiency value shown in line 15g is greater than or equal to 45%:

☐ Yes (complies with efficiency standard)

☐ No (does not comply with efficiency standard)



Certificate of Completeness, Accuracy and Authority

Applicant must certify compliance with and understanding of filing requirements by checking next to each item below and signing at the bottom of this section. Forms with incomplete Certificates of Completeness, Accuracy and Authority will be rejected by the Secretary of the Commission.

Signer identified below certifies the following: (check all items and applicable subitems)

- ☒ He or she has read the filing, including any information contained in any attached documents, such as cogeneration mass and heat balance diagrams, and any information contained in the Miscellaneous section starting on page 19, and knows its contents.
- ☒ He or she has provided all of the required information for certification, and the provided information is true as stated, to the best of his or her knowledge and belief.
- ☒ He or she possess full power and authority to sign the filing; as required by Rule 2005(a)(3) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(a)(3)), he or she is one of the following: (check one)
- ☐ The person on whose behalf the filing is made
 - ☒ An officer of the corporation, trust, association, or other organized group on behalf of which the filing is made
 - ☐ An officer, agent, or employee of the governmental authority, agency, or instrumentality on behalf of which the filing is made
 - ☐ A representative qualified to practice before the Commission under Rule 2101 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2101) and who possesses authority to sign
- ☒ He or she has reviewed all automatic calculations and agrees with their results, unless otherwise noted in the Miscellaneous section starting on page 19.
- ☒ He or she has provided a copy of this Form 556 and all attachments to the utilities with which the facility will interconnect and transact (see lines 4a through 4d), as well as to the regulatory authorities of the states in which the facility and those utilities reside. See the Required Notice to Public Utilities and State Regulatory Authorities section on page 3 for more information.

Provide your signature, address and signature date below. Rule 2005(c) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(c)) provides that persons filing their documents electronically may use typed characters representing his or her name to sign the filed documents. A person filing this document electronically should sign (by typing his or her name) in the space provided below.

Your Signature

Itamar Sarussi

Your address

2311 Wilson Blvd. STE 640
Arlington, VA 22201

Date

3/26/2020

Audit Notes

Commission Staff Use Only:



Miscellaneous

Use this space to provide any information for which there was not sufficient space in the previous sections of the form to provide. For each such item of information *clearly identify the line number that the information belongs to*. You may also use this space to provide any additional information you believe is relevant to the certification of your facility.

Your response below is not limited to one page. Additional page(s) will automatically be inserted into this form if the length of your response exceeds the space on this page. Use as many pages as you require.

The name and ownership of the applicant has changed and 4(c) was updated to reflect that Virginia Electric and Power Company d/b/a Dominion Energy Virginia will purchase the useful electric power output.

EXHIBIT F

Exhibit F is the Certificate of Public Convenience and Necessity to be provided by the Operator.

OR

If Facility is less than 5MW, the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities

AND/OR

Permit by Rule, as applicable.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street address: 1111 East Main Street, Suite 1400, Richmond, VA 23219

Mailing address: P.O. Box 1105, Richmond, Virginia 23218

www.deq.virginia.gov

Matthew J. Strickler
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

July 17, 2018

Mr. Matthew Meares
8401 Patterson Ave., Suite 201
Richmond, VA 23229

RE: Mt. Jackson Solar I, LLC

Location: Town of Mt. Jackson
Shenandoah County
Registration No.: 2017-S10

Dear Mr. Meares:

The Department of Environmental Quality (DEQ), after consultation with the Department of Historic Resources (DHR), the Department of Game and Inland Fisheries (DGIF), and the Department of Conservation and Recreation (DCR), has completed its review of the December 28, 2017, application by Virginia Solar, LLC (VA Solar) for Mt. Jackson Solar I, LLC, for coverage under the Small Renewable Energy Project (Solar) Permit by Rule, 9VAC15 Chapter 60. We have also reviewed the information received January 4, March 16, March 26, March 27, April 30, and July 2, 2018 (Supplemental Information). Based upon this review, DEQ determines that the application, including the Supplemental Information, satisfies the requirements of 9VAC15-60-30 provided that VA Solar complies with the following:

- All commitments referenced within the Application Documents and Supplemental Information documents:
 - December 28, 2017: Application Documents;
 - January 4, 2018: Signed Maximum Generation Certification;
 - March 19, 2018: Supplemental Application Documents addressing cultural resources analysis;
 - March 26, 2018: Operation Plan incorporating Mitigation Plan;

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Feb 26 2021

- March 27, 2018: Signed Certification of Design;
 - April 30, 2018: Supplemental Application Documents addressing cultural resources analysis, and;
 - July 2, 2018: Supplemental Application Documents addressing cultural resources analysis.
- Submission of signed Final Dominion Interconnection Agreement;
 - Submission as soon as practicable of final post-construction site map according to 9VAC15-60-70 A, and;
 - Removal of all trees in accordance with the requirements of DGIF and the United States Fish and Wildlife Service (USFWS) to protect indigenous bat species as set forth in the DGIF guidelines and guidance found at:
 - <https://www.dgif.virginia.gov/environmental-programs/environmental-services-section/>
 - <https://www.dgif.virginia.gov/wildlife/bats/northern-long-eared-bat-application/>
 - <http://www.dgif.virginia.gov/wildlife/bats/little-brown-bat-tri-colored-bat-winter-habitat-roosts-application/>
 - <http://www.dgif.virginia.gov/wp-content/uploads/VDGIF-Time-of-Year-Restrictions-Table.pdf>

Based upon compliance with the conditions stated above, authority is hereby granted to VA Solar to construct and operate Mt. Jackson Solar I, LLC, a photovoltaic project in the Town of Mt. Jackson in Shenandoah County, located on a portion of 185 acres across multiple parcels on land east of Georgetown Road, south of Walker Road and west of Route 81, with a cumulative total generating capacity of 15.65 MW, in accordance with all Application Documents, Supplemental Information and this letter of approval.

This authorization for construction and operation shall not relieve VA Solar of the responsibility to comply with all other applicable local, state and federal statutes and regulations, including but not limited to strict adherence to applicable state and local erosion and sediment control/storm water management laws.

In addition, DEQ strongly encourages VA Solar to incorporate the DCR Recommended Actions listed below:

- Use of appropriate seed mix/plants and seasonal mowing developed in consultation with DCR;
- Development of a monitoring and control plan for invasive species;
- The planting of native pollinator plants in the buffer areas of the planned facility, and;
- Minimizing habitat fragmentation by leaving round versus long, skinny natural cover and forest land fragments; retaining connective corridors that allow significant wildlife migration between fragments and designing the intervening landscape to benefit habitat; natural cover as opposed to turf grass and mowed lawn.

VA Solar must notify the DEQ Office of Renewable Energy Permitting of the actual date on which construction of the solar project commences and the date of operation as soon as practicable. A notification to DEQ must be made 30 days prior to any transfer of ownership or operation according to the provisions of 9VAC15-60-100 A.

Please note that if VA Solar is later found by the DEQ not to qualify for coverage under the terms and conditions of the Solar Permit By Rule, then VA Solar could be subject to action under the enforcement provisions of the Solar Permit By Rule (9VAC15-60-140) for operation without a permit.

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of the service of this decision to initiate an appeal of this decision, by filing notice with:

David K. Paylor, Director
Virginia Department of Environmental Quality
ATTN: Office of Renewable Energy Permitting
Division of Air and Renewable Energy
Post Office Box 1105
Richmond, Virginia 23218

In the event this decision is served to you by mail, three days will be added to that period. Please refer to Part Two of the Rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the Circuit Court to which the appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

If you have any questions concerning this authorization under the Small Renewable Energy Project Permit By Rule, please contact Mary E. Major at 804-698-4423.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael G. Dowd". The signature is fluid and cursive, with the first name "Michael" and last name "Dowd" clearly distinguishable.

Michael G. Dowd
Director, Air and Renewable Energy Division

**AGREEMENT FOR THE SALE
OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AGREEMENT, effective this 26th day of August, 2020, (the “Effective Date”) by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation with its principal office in Richmond, Virginia, doing business as Dominion Energy Virginia hereinafter called “Dominion Energy Virginia” or the “Company”, and Caden Energix New Kent, LLC, a Delaware limited liability company, with its principal office in 2311 Wilson Blvd., Suite 640, Arlington, Virginia, hereinafter called “Operator.” Both Dominion Energy Virginia and Operator also are herein individually referred to as “Party” and collectively referred to as “Parties”.

RECITALS

WHEREAS, the Virginia State Corporation Commission (“SCC”) has adopted a rate schedule described in this Agreement below as **Virginia Schedule 19** applicable to Qualifying Facilities (or “QF” as that term is defined in 18 C.F.R. § 292);

WHEREAS, Operator desires to develop, design, construct, own and operate a solar electric generating facility with a total net capacity rating not to exceed 20,000 kW_{AC} (the “Maximum Net Capacity”) to be located at Cumberland, Virginia, and the name of the facility shall be New Kent Solar (the “Facility”);

WHEREAS, the Facility will be located in the retail service area of Company and directly interconnected to Company’s electric distribution and/or transmission systems;

WHEREAS, Operator has obtained self-certification of the Facility as a qualifying facility (“QF”) as that term is defined in 18 C.F.R. 292 and pursuant to federal law set forth in the Public Utility Regulatory Policies Act of 1978 (“PURPA”) (codified at 16 U.S.C. 796, et seq.), with a total net capacity rating no greater than the Maximum Net Capacity and intends to maintain its status as a QF with such Maximum Net Capacity throughout the term of this Agreement; and

WHEREAS, the Parties hereto wish to contract pursuant to Schedule 19 for the sale of electrical output from the Facility to be operated by Operator.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto contract and agree with each other as follows:

Article 1: Parties’ Purchase and Sale Obligations

1.1 *Parties’ Purchase and Sales Obligations:* Operator agrees to sell and deliver exclusively to Company and Company or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and capacity) made available for sale from the Facility on an excess sale

arrangement. In addition, Operator has elected to contract under the Company's avoided cost tariff as described more fully in Article 5 and Exhibit C. Operator elects to provide for the supply of energy up to the Facility's Maximum Net Capacity and capacity up to 14,000 kW_{AC} (the "Contracted Capacity") per Virginia Schedule 19 paragraph III.A, or to provide for energy only per Virginia Schedule 19 paragraph III.B. Operator and Company acknowledge and agree that the electrical output sold to Company under this agreement does not include renewable energy certificates, nor is this agreement in any way intended to satisfy any Company obligations arising under a renewable energy portfolio standard program or otherwise pursuant to Virginia law. Operator expressly retains all current and future renewable, environmental and other attributes, including without limitation any renewable energy certificates, tax credits and other economic incentives, associated with electrical output (including energy and capacity) sold under this agreement.

1.2 *Company's Right To Reduce or Cease Deliveries*: Company's obligation to purchase and to take delivery of energy and capacity shall be excused for causes including, but not limited to an outage, equipment failure, equipment replacement, planned, routine or emergency maintenance, or other similar event associated with the reliability and safety of Company's electrical system as determined by Company.

Article 2: Term and Commercial Operations Date

This Agreement shall commence on the Effective Date and, unless earlier terminated under any other provision of this Agreement, shall continue in effect for a period of thirteen (13) years from the commercial operations date ("COD"). The COD shall be the first date that all of the following conditions have been satisfied:

- (a) The Facility has been permanently constructed, synchronized with and has delivered electrical output to the Company system and such action has been witnessed by an authorized Company employee;
- (b) After completion of item a) above, Company has received written notice from Operator specifying the COD and certifying that the Facility is ready to begin commercial operations as a QF;
- (c) Operator and Company (and/or the PJM Interconnection, L.L.C. or other operator of the Dominion Energy Virginia transmission system, as applicable) have executed an interconnection service agreement for delivery of capacity and energy generated by the Facility onto the Company's electrical system ("Interconnection Agreement"), a copy of which has been provided to Company;
- (d) The Facility is a QF as evidenced by Operator providing a copy of its currently effective Form 556 self-certification or formal FERC QF certification order;

- (e) Operator has provided Company with sufficient written evidence that Operator will be in compliance with Article 9 of this Agreement; and
- (f) Operator has provided to Company the Facility's Certificate of Public Convenience and Necessity ("CPCN") or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities or Permit by Rule, as applicable, to be included herewith as Exhibit F.

Article 3: Maximum Net Capacity, Energy Payments, Capacity Payments & Scheduled Outages

3.1 *Maximum Net Capacity:* The net capacity of the Facility shall not exceed the Maximum Net Capacity without the Company's prior written consent.

3.2 *Energy Payments:* Purchase payments for the supply of energy will be made in accordance with Virginia Schedule 19 paragraph IV.A for energy provided up to the Maximum Net Capacity.

3.3 *Capacity Payments:* Purchase payments for the supply of capacity will be made in accordance with Virginia Schedule 19 paragraph IV.B for capacity provided up to the Contracted Capacity as defined in Article 1.1. For purposes of this Agreement, "net capacity" as described in the calculation of the Summer Peak Performance Factor (SPPF) in Virginia Schedule 19 paragraph IV.B shall refer to Contracted Capacity.

3.4 *Scheduled Outages:* Operator shall provide written notice of any Scheduled Outage in advance of such Scheduled Outage to the maximum extent practicable, but in no event less than thirty (30) days prior to the Scheduled Outage. For the purpose of this Agreement, "Scheduled Outage" means a planned cessation of generation of the Facility that is required for inspection, preventive maintenance and corrective maintenance of the Facility. Operator shall only plan Scheduled Outages during periods approved by the Company, and such approval shall not be unreasonably withheld. In no event shall Operator plan any Scheduled Outage during the period commencing June 1 and extending through September 15 of any year during the Term hereunder.

Article 4: Attachments

The following documents are attached hereto and are made a part hereof:

Exhibit A: Quarterly Status Report Contents

Exhibit B: General Terms and Conditions

- Exhibit C: Virginia Schedule 19
- Exhibit D: Map and related written description identifying the specific location of the Facility in the City or County designated herein
- Exhibit E: Evidence of QF Status on the Effective Date
- Exhibit F: Certificate of Public Convenience and Necessity, letter filed for Virginia State Corporation Commission's Application for Construction of Electric Generating Facility Requirement if Facility is less than 5MWs, or Permit by Rule, as applicable.

Article 5: Pricing

Payments for all energy and capacity purchased hereunder shall be determined by the provisions for payments in the Virginia Schedule 19 tariff included herewith as Exhibit C and pursuant to Article 3. Payments for all energy and capacity purchased hereunder shall be on a cents per kilowatt-hour basis.

Payments for capacity will begin on the COD. All energy delivered prior to the COD shall be paid pursuant to Virginia Schedule 19, Article V: Payments of Company Purchases of Energy Only.

Article 6: Regulatory Pricing Disallowment

Should the SCC or other regulatory or legal body having jurisdiction (such as the Federal Energy Regulatory Commission): (i) not allow some or all future payments to non-utility generators (generally or to Operator specifically) for energy or capacity or both to be included in Dominion Energy Virginia's rates charged to customers, (ii) at any time prohibit Dominion Energy Virginia from recovering from its customers sums related to payments previously made to non-utility generators (generally or to Operator specifically), or (iii) order Dominion Energy Virginia to pay back to its customers sums related to amounts collected as a result of payments to non-utility generators (generally or to Operator specifically) (hereinafter the sums referred to in both (ii) and (iii) above specifically relating to payments to Operator shall be referred to individually and collectively as the "Disallowed Payments"), Dominion Energy Virginia shall provide notice to the Operator, and the Parties agree to make good faith efforts to resolve the discrepancy between (a) payments due under this Agreement and (b) payments exclusive of Disallowed Payments that Dominion Energy Virginia can recover from its customers. Should the Parties fail to resolve this discrepancy within sixty (60) days of Dominion Energy Virginia's notice, either Party shall have the right to terminate this Agreement with thirty (30) days' notice.

Article 7: Operator's Pre-COD Obligations

(a) Status Report. After execution of this Agreement and until the COD, Operator shall deliver a quarterly status report to the Company with the information set forth in

Exhibit A. This status report shall be delivered to Company on or before the following dates each year: January 15, April 15, July 15, and October 15.

(b) Commencement of Construction. The Facility will be considered to have commenced construction on the first day upon which all of the following have occurred: (1) the issuance by Operator to its construction contractor for the Facility of a written unconditional notice-to-proceed with unrestricted construction activities for the Facility; (2) the mobilization of major construction equipment and construction facilities on the Facility site; and (3) the commencement of major structural, excavation, and structural concrete work relating primarily but not exclusively to a major component of the Facility such as the power island or the ground mounting systems for solar panels and inverters consistent with having commenced a continuous process of construction relating to the Facility. The anticipated COD is August 2021.

Article 8: Early Termination

(a) Defaults with No Cure Period. Operator and Company agree that Operator's failure to comply with any of the following will be a material breach of this Agreement and shall result in Company's right to early termination of this Agreement upon written notice to Operator, but without being subject to a cure period:

(i) failure to commence construction of the Facility, as defined in Article 7, within eighteen months after the Effective Date, and provide Company with written notice thereof;

(ii) delivery or supply of electrical output to any entity other than Company or its agent, assignee or successor;

(iii) the net capacity of the Facility exceeds the Maximum Net Capacity without Company's prior written approval;

(iv) failure at any time following COD to maintain the Interconnection Agreement in full force and effect unless such failure is due to Company's breach of the Interconnection Agreement; or

(v) failure to generate and deliver any energy and capacity from the Facility for more than 180 consecutive days at any time after COD; provided, however, if such failure is due to Force Majeure as defined in Exhibit B and Operator has complied with the requirements of Exhibit B with respect to such Force Majeure, then Company may not terminate this Agreement unless the failure lasts for three hundred sixty-five consecutive days.

(vii) Reserved.

(b) Defaults with Cure Period. Operator and Company agree that the following events if not cured by Operator within thirty days of notice from Company shall constitute a default giving Company the right to terminate this Agreement:

- (i) failure to meet the requirements necessary to maintain QF status (formal or self-certification at the Operator's option) or revocation of its QF status (formal or self-certification, as applicable) for any reason;
- (ii) failure to perform in any material way, any other obligations, which failure would not constitute an individual event of default under Section 8(a); or
- (iii) failure to provide two (2) consecutive status reports in accordance with Article 7.

Notwithstanding any cure period, Company shall not be obligated to purchase any energy or capacity under this Agreement while such default remains uncured. If Operator fails to cure its non-performance within thirty (30) days of Company's notice, Company shall have the right to terminate this Agreement. Operator agrees that if this Agreement is terminated by Company for Operator's non-performance prior to the end of the term of this Agreement, then, Company shall have all rights and remedies available at law or in equity.

(c) **Operator's Right to Terminate Contract:** Notwithstanding anything herein to the contrary or otherwise, Company expressly acknowledges and agrees that, in any year in which Operator receives notice from Company that the Facility's SPPF for the following year will be less than 1.0 as described in Article IV.B of the Schedule 19 Tariff, within thirty (30) days of receiving such notice Operator may unilaterally terminate this Agreement, to be effective thirty (30) days after providing written notice to Company.

Article 9: Representations and Warranties

Operator represents and warrants that it has the right to operate the Facility in accordance with the terms of this Agreement. Operator further represents and warrants that all permits, approvals, and/or licenses necessary for the operation of the Facility will be obtained prior to the COD and shall be maintained throughout the Term of this Agreement. Operator shall provide such documentation and evidence of such right, permits, approvals and/or licenses as Company may reasonably request, including without limitation air permits, leases and/or purchase agreements.

Article 10: Notices and Payments

All notices required hereunder and all other correspondence and payments concerning this Agreement shall be to the Parties' representative at the addresses below. Either Party may change the address by providing written notice to the other Party. All notices required to be in writing shall be sent by any of the following methods: hand delivery, reputable overnight courier, certified mail return receipt requested, or mutually acceptable electronic means. A notice shall be effective on the Business Day when received if received during 7:30 am to 5:30 pm on a Business Day; otherwise, the notice shall be deemed to have been received on the following Business Day. A "Business Day" is defined as Monday through Friday excluding the holidays recognized by the Company. As of the Effective Date, Company recognized holidays are New Year's Day, Martin

Luther King's Birthday (as celebrated on the 3rd Monday in January of each year), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day following Thanksgiving Day, Christmas Eve Day, and Christmas Day. In the event there is any change in the holidays currently observed by Company, Company shall notify Operator in writing.

Company:

VIRGINIA ELECTRIC AND POWER COMPANY
Power Contracts (17-N)
600 East Canal Street
Richmond, VA 23219
Email: PowerContracts@DominionEnergy.com
Attention: Manager, Power Contracts

Operator:

CADEN ENERGIX NEW KENT LLC
2311 Wilson Blvd., Suite 640,
Arlington, VA 22201
Email: itamar@energix-us.com
Attention: VP Business Development

Article 11: Integration of Entirety of Agreement

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement with respect to the purchase and sale of electrical output generated by the Facility. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

IN WITNESS WHEREOF, the Parties hereto have caused their names to appear below, signed by authorized representatives as of the date first shown above.



EXHIBIT A

The quarterly status reports required by Article 7 shall include the following information and any additional information that may be reasonably requested by Company:

- Status of financing and expected closing date
- Notification and status of any plans to change control or ownership of the project
- Site location and acreage
- EIA Plant Code
- Description of construction status
- Timeline of construction to include:
 - Start date of construction
 - Construction completion date
 - Date for start-up and testing
- Timeline for interconnection through completion
- Current interconnection status
- Status of required permits
- Notice of any changes, modifications, or assignment of CPCN or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities and QF Status
- Summary of anticipated design components including transformer voltages and maximum output in AC & DC
- Estimated COD

EXHIBIT B
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Company. Company may withhold such consent if it determines, in its sole discretion that such assignment would not be in the best interests of Company or its customers. Any attempted assignment that Company has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay the Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$12,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of the Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

Operator shall indemnify and save harmless and, if requested by Company, defend Company, its officers, directors and employees from and against any and all losses and claims or demands for damages to real property or tangible personal property (including the property of Dominion Energy Virginia) and injury or death to persons arising out of, resulting from, or in any manner caused by the presence, operation or maintenance of any part of Operator's Facility; provided, however, that nothing herein shall be construed as requiring Operator to indemnify Company for any injuries, deaths or damages caused by the sole negligence of Company.

Operator shall hold General Liability Insurance specifically and solely for the Facility with limits of \$2,000,000 each occurrence and in the aggregate, which amount shall be modified using commercially reasonable standards in accordance with any prior written notice by the Company. Operator agrees to have Dominion Energy Virginia named as an additional insured and shall keep such coverage current throughout the term of this Agreement. Operator shall initially provide the Company written evidence of liability insurance coverage prior to the COD. Thereafter, it shall provide additional documentation evidencing current coverage when requested by the Company. In addition, Operator shall provide thirty (30) days prior written notice of any cancellation or non-renewal of such coverage.

III - QF Certification

Operator represents and warrants that its Facility meets the QF requirements established as of the Effective Date of this Agreement by the FERC's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to maintain QF status throughout the term of this Agreement. Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to status of the Facility as a QF. If requested by Company prior to May 1 of any year, Operator agrees to provide by July 1 of the same year to Company for the preceding year sufficient for

Company to determine the Operator's continuing compliance with its QF requirements, including but not limited to:

- (a) All information required by FERC Form 556;
- (b) Copy of the Facility's currently effective FERC Form 556 or formal FERC certification, as applicable and any subsequent revisions or amendments;
- (c) Where applicable, a copy of any contract executed with a thermal host;
- (d) Where applicable, identification of the amount of each type of fuel used per month and average heating value for each type of fuel, which will be used to determine the Total Energy Input. These values should be verifiable by auditing supporting documentation;
- (e) Where applicable, identification of each of the QF's useful thermal output(s) for each month, including temperature, pressure, amount of thermal output delivered, temperature and amount of condensate returned (if applicable) and the conversion to Btus. These values should be verifiable by auditing supporting documentation;
- (f) Identification of the QF's useful power output for each month. These values should be verifiable by auditing supporting documentation;
- (g) Where applicable, drawings, heat balance diagrams and a sufficiently detailed narrative describing the delivery of useful thermal output including the location, description, and calibration data for all metering equipment used for QF calculations; and
- (h) Company may request additional information, as needed, to monitor the QF requirements.

IV - Consequential Damages

In no event shall either Party be liable to the other for any special, indirect, incidental or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the Parties expressly set forth in this Agreement.

V - Amendments, Waivers, Severability and Headings

This Agreement, including the appendices thereto, can be amended only by agreement between the Parties in writing. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the Parties shall be deemed to be reduced only as much as may be required to remove

the impediment. The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

VI - Compliance with Laws

Operator covenants that it shall comply with all applicable provisions of Executive Order 11246, as amended; § 503 of the Rehabilitation Act of 1973, as amended; § 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and implementing regulations set forth in 41 C.F.R. §§ 60.1, 60-250, and 60-741 and the applicable provisions relating to the utilization of small minority business concerns as set forth in 15 U.S.C. § 637, as amended. Operator agrees that the equal opportunity clause set forth in 41 C.F.R. § 60-1.4 and the equal opportunity clauses set forth in 41 C.F.R. § 250.5 and 41 C.F.R. 60-§741.5 and the clauses relating to the utilization of small and minority business concerns set forth in 15 U.S.C. § 637(d) (3) and 48 C.F.R. § 52-219.9 are hereby incorporated by reference and made a part of this Agreement. If this Agreement has a value of more than \$500,000, Operator shall adopt and comply with a small business and small disadvantaged business subcontracting plan which shall conform to the requirements set forth in 15 U.S.C. § 637(d)(6). The provisions of this section shall apply to Operator only to the extent that:

- (a) such provisions are required of Operator under existing law;
- (b) Operator is not otherwise exempt from said provisions; and
- (c) Compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000 et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement.

Operator shall: (a) maintain the Facility in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion Energy Virginia may refuse to accept deliveries of power hereunder.

Company may enter Operator's premises: (a) to inspect Operator's protective devices at any reasonable time; (b) to read or test meters and metering equipment; and (c) to disconnect, without notice, the Facility if, in Company's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Dominion Energy Virginia facilities or other customers' facilities from damage or interference caused by Operator's Facility or lack of properly operating protective devices. Company will endeavor to notify Operator as quickly as practicable if disconnection occurs as provided in (c) above. Any inspection of Operator's protective devices

shall not impose on Company any liabilities with respect to the operation, safety or maintenance of such devices.

VIII - Metering

Dominion Energy Virginia will meter all electrical output delivered from the Facility on the high voltage side of the step up transformer(s).

Operator agrees to pay an administrative charge to Company to reflect all reasonable costs incurred by Company for meter reading and billing, also referred to as metering charges. The monthly meter reading and billing charge shall change from time to time when the SCC approves a different charge in Virginia Schedule 19.

In addition, Operator agrees to pay any fees required to provide and maintain leased telephone lines required for meter reading by Dominion Energy Virginia.

IX - Billing and Payment

Dominion Energy Virginia shall read the meter in accordance with its established meter reading schedule (the "Billing Period"). Operator shall pay the monthly metering charge set forth in Article II of Virginia Schedule 19 to cover the cost of meter reading and processing, as such charge may be amended from time to time subject to SCC approval. By the first business day after thirty days following the meter read date, Company shall make payment to Operator equal to the amount owed for the Contracted Capacity, the Maximum Net Capacity and the delivered energy including line loss. All payments shall be by wire transfer to Operator's wire account or as otherwise reasonably requested in writing by Operator. At Company's option, (i) Company may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Company may invoice Operator for such charges separately. Payment by Company shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess of any payments due Operator, Company shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

In the event that any data required for billing purposes hereunder are unavailable when required for such billing, the unavailable data shall be estimated by Company, based upon historical data. Such billing shall be subject to any required adjustment in a subsequent billing month.

Operator agrees that Company shall be entitled to withhold sufficient amounts due pursuant to this Agreement to offset (a) any damages to Company resulting from any breach of this Agreement by Operator, and (b) any other amounts Operator owes Company, including amounts arising from sales of electricity by Company to Operator, metering charges and Interconnection Facilities charges.

In no event shall Company be liable to Operator for any capacity payments in excess of the amounts contracted for herein, regardless of the ultimate length of this Agreement or revisions to Virginia Schedule 19 or successor schedules. Operator hereby agrees to accept the capacity payments as set forth herein as its sole and complete compensation for delivery of capacity to Company.

X - Force Majeure

Neither Party shall be considered in default under this Agreement or responsible to the other Party in tort, strict liability, contract or other legal theory for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service or any other failure to perform any of its obligations hereunder to the extent such failure occurs without fault or negligence on the part of that Party and is caused by factors beyond that Party's reasonable control, which by the exercise of reasonable diligence that Party is unable to prevent, avoid, mitigate or overcome, including without limitation storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or public enemy, action or inaction of a court or public authority, fire, sabotage, war, explosion, curtailments, unscheduled withdrawal of facilities from operation for maintenance or repair or any other cause of similar nature beyond the reasonable control of that Party (any such event, "Force Majeure"). Solely economic hardship of either Party shall not constitute Force Majeure under this Agreement. Nor shall anything contained in this paragraph or elsewhere in this Agreement excuse Operator or Company from strict compliance with the obligation of the Parties to comply with the terms of Article IX of this Exhibit B relating to timely payments.

Each Party shall have the obligation to operate in accordance with Good Utility Practice (as defined below) at all times and to use due diligence to overcome and remove any cause of failure to perform.

If a Party relies on the occurrence of an event of Force Majeure described above as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the Force Majeure event shall:

- a) Provide within forty-eight (48) hours written notice of such Force Majeure event or potential Force Majeure to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder;
- b) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) Expeditiously take action to correct or cure the Force Majeure event excusing performance; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;
- d) Exercise all reasonable efforts to mitigate or limit damages to the other Party; and

e) Provide prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance. All performance obligations hereunder shall be extended by a period equal to the term of the resultant delay.

If a Party responding to a Force Majeure event has the ability to obtain, for additional expenditures, expedited material deliveries or labor production which would allow a response to the event in a manner that is above and beyond Good Utility Practice, and such a response could shorten the duration of the Force Majeure event, the Party responding to the event may, at its discretion, present the other Party with the option of funding the expenditures for expediting material deliveries or labor production in an effort to reduce the duration of the event and economic hardship. Each such opportunity will be negotiated on a case-by-case basis by the Parties.

For purposes of this Agreement, “Good Utility Practice” shall mean any of the applicable practices, methods, standards, guides or acts: required by any governmental authority, regional or national reliability council, or national trade organization, including NERC, SERC, or the successor of any of them, as they may be amended from time to time whether or not the Party whose conduct is at issue is a member thereof; otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period which in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, good business practices, generation, transmission and distribution reliability, safety, environmental protection, economy and expediency. Good Utility Practice is intended to be acceptable practices, methods, or acts generally accepted in the region, or any other acts or practices as are reasonably necessary to maintain the reliability of the Transmission System (as defined in the Interconnection Agreement), or of the Facility, and is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others.

XI – Confidentiality

(a) Each Party agrees that it will treat in confidence this Agreement and all documents, materials, and other information which it shall have obtained regarding the other Party during the course of the negotiations leading to, and its performance of, this Agreement whether obtained before or after the date of this Agreement and whether disclosed in oral written, graphic, or electronic form (such documents, materials, and other information deemed “Confidential Information”). The Parties shall use their respective best efforts to protect Confidential Information against disclosure by employing the same measures to protect such Confidential Information as each such Party uses to protect its own non-public, confidential or proprietary information, but in no event less than commercially reasonable measures, and otherwise in accordance with the provisions of this Article XI. Specifically, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any person, corporation or other entity the Confidential Information without the prior written consent of the Party providing the Confidential Information, except a receiving Party may disclose Confidential Information to its affiliates, board members, officers, employees, agents, consultants, contractors, potential investors and Facility Lenders and other representatives (“Representatives”) who in each case have a legitimate need for such Confidential Information and are instructed by such receiving Party to keep such Confidential Information confidential. Each Party agrees that it shall be responsible for

ensuring that its Representatives to whom it discloses Confidential Information keep such information confidential in accordance with the requirements of this Article XI.

(b) The Parties acknowledge that either Party may, from time to time, be required to provide information pertaining to this Agreement, or its subject matter, to the SCC, FERC, or other federal, state or local regulatory bodies having jurisdiction over the Party (and, as applicable, its rates, facilities, or operations) as such regulatory bodies may require and subject to the Party's good faith efforts to obtain confidential treatment of such information as may relate to this Agreement. To the extent that a Party is required to release such information, the Party releasing such information shall give prompt prior written notice of its intention to the other Party and cooperate with such Party's efforts to prevent or restrict disclosure of such information and use reasonable efforts to structure the release of such information so as not to identify that this Agreement was the source of such information.

(c) The Parties agree that, in the event of a breach or threatened breach of the terms of this Article XI by either Party, the non-breaching Party shall be entitled to an injunction, without the requirement to post bond, prohibiting any such breach or disclosure, or further disclosure, of any Confidential Information. In addition to injunctive relief, disclosing Party shall have all other rights and remedies afforded it by law, except as otherwise limited by this Agreement.

The provisions of this Article XI shall survive the termination of this Agreement for a period of two (2) years following the date of such termination.

EXHIBIT C

Exhibit C is a copy of Virginia Schedule 19

Schedule 19
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

OFFICIAL COPY

Feb 26 2021

I. APPLICABILITY & AVAILABILITY

This Schedule is applicable to any Cogenerator or Small Power Producer (Qualifying Facility), as defined in the Public Utility Regulatory Policies Act of 1978 (PURPA), which desires to provide all or part of its electrical output to the Company on an energy and capacity or on an energy only basis, and which has a net capacity of 20,000 kW or less, and enters into an agreement for the sale of electrical output to Virginia Electric and Power Company (Agreement).

No developer, or any affiliate of a developer, shall be permitted to locate a Schedule 19 facility within one-half mile of any other Schedule 19 facility owned or operated by such developer or any affiliate of such developer unless:

- a. Such facilities provide thermal energy to different, unaffiliated hosts; or
- b. Such facilities provide thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs; or
- c. Such facilities utilize a renewable resource that may be subject to geographic siting limitations, such as hydroelectric, solar or wind power facilities.

This Schedule is available to a Qualifying Facility (QF) which enters into an Agreement with the Company during the effective period of this Schedule, and which achieves Commercial Operation in accordance with the provisions of its Agreement (Commercial Operations) on or after January 1, 2006.

II. MONTHLY BILLING TO THE QF

The provision of Electric Service from the Company to the QF will be in accordance with any applicable filed rate schedule. A QF that elects to sell electrical output from its generation facility will be billed a monthly charge as follows to cover the cost of meter reading and processing:

1. For QFs requiring only one non-time differentiated meter: \$5.34.
2. For QFs requiring only one time differentiated meter: \$62.54.
3. For QFs requiring two time differentiated meters: \$98.60.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

III. CONTRACT OPTIONS

QFs with a net capacity of 10 kW or less shall elect, from the following two options, the manner in which the QF shall operate and provide its electrical output to the Company. This election shall be contracted for and made a part of the QF's Agreement. QFs with a net capacity greater than 10 kW but less than or equal to 20,000 kW must contract for the supply of both energy and capacity to the Company, in accordance with Paragraph III. A., below. Purchase payments, if any, to the QF for the supply of energy and/or capacity to the Company shall be based on this contractual designation.

- A. Supply of Energy and Capacity: A QF shall contract for the supply of both energy and capacity to the Company, except as may be permitted pursuant to Paragraph III. B., below. The level of capacity that the QF contracts for shall not exceed 20,000 kW. The supply of both energy and capacity shall require the installation of one (or two, if necessary) time differentiated meter(s) to measure the hourly output of the QF's generation facility.
- B. Supply of Energy Only: A QF with a net capacity of 10 kW or less may elect to contract for the supply of only energy to the Company. A QF electing this option will not be eligible for capacity payments. Election of this option shall require the installation of a non-time differentiated meter to measure the monthly output of the QF's generation facility.

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY

A QF that supplies both energy and capacity to the Company, in accordance with Paragraph III. A., above, shall receive purchase payments as follows:

- A. Energy Purchase Payments
 - 1. Purchase payments for the supply of energy by the QF to the Company will be based on an hourly energy purchase price (cents per kWh) that is calculated using the hourly \$/MWh PJM Interconnection, LLC (PJM) Dom Zone Day Ahead Locational Marginal Price (DA LMP) divided by 10, and multiplied by the hourly net generation as recorded on the Company's time differentiated meter.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

2. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
3. In lieu of the line loss percentage in Paragraph IV. A.2., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

B. Capacity Purchase Payments

Purchase payments for the supply of capacity by the QF to the Company will be made based upon the QF's daily net on-peak generation multiplied by that corresponding day's on-peak capacity purchase price, as calculated, below. If applicable, the purchase payment for capacity may be modified by application of the Summer Peak Performance Factor (SPPF), as described, below. The on-peak hours for every day are from 7 AM to 11 PM. Off-peak hours are defined as all other hours.

Beginning June 1, 2007, and for each June 1, thereafter, PJM will establish the Reliability Pricing Model capacity resource clearing price for each PJM zone, shown as a \$/MW/day price, that will be applicable through the following May 31. Such prices will be the clearing results from PJM's Base Residual Auction. Using the price for the Dom Zone (initially identified on the PJM website as "Dom_PZonal"), the Company will calculate an on-peak capacity purchase price (cents per kWh) for each day by dividing the Dom Zone \$/MW/day price by 16 hours, and further dividing the result by 10, rounded to the nearest one-thousandth cent. The resulting cents per kWh on-peak capacity purchase price will be applied to the QF's net on-peak generation for the corresponding day, to provide for the daily capacity purchase amount. The sum of the daily capacity purchase amounts for the billing month will constitute the monthly capacity purchase payment to the QF, unless modified by application of the SPPF, below.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

Initially, a QF's SPPF will be 1. Once a QF has achieved Commercial Operations and such operation encompasses at least a full Summer (defined by PJM as June 1 through September 30, inclusive), the following January billing month, and for each January billing month thereafter, an SPPF will be calculated that is based on the QF's operation during the five (5) PJM coincident peak hours ("CP Hours"), as posted by PJM, during the Summer of the previous calendar year. The QF's SPPF is equal to the number of CP Hours in which the QF generated at or greater than 75% of its net capacity, divided by 5. Therefore, the SPPF could be 0, .2, .4, .6, .8, or 1. The QF's SPPF will be applied to the monthly capacity purchase payment for each billing month of the current calendar year.

V. PAYMENT OF COMPANY PURCHASES OF ENERGY ONLY

A QF that supplies only energy to the Company, in accordance with its election in Paragraph III. B., above, shall receive purchase payments as follows:

- A. Purchase payments for the supply of only energy by the QF to the Company will be based on an energy purchase price (cents per kWh) that is calculated using the average of the hourly \$/MWh Dom Zone DA LMP for the QF's billing month divided by 10, and multiplied by the net generation as recorded on the Company's non-time differentiated meter.
- B. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
- C. In lieu of the line loss percentage in Paragraph V. B., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The Company shall own and install any interconnection facilities on the Company side of the meter required for the QF to sell energy to the Company. The costs associated with these facilities will be borne by the QF. These costs include, but are not limited to, the costs of connection, switching, metering, transmission, distribution, safety provisions, telephone lines, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the facilities necessary to permit interconnected operations with the QF. The QF shall pay for these interconnection costs by either of the following methods:
1. A one-time lump-sum payment equal to the estimated new installed cost of all interconnection facilities provided by the Company multiplied by the appropriate tax effect recovery factor (if applicable), plus the appropriate monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission.
 2. A continuous monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission which is designed to recover over time the estimated new installed cost of all interconnection facilities and their related operating expenses.

The QF will also be responsible for payment to the Company for the cost of removing the interconnection facilities at the conclusion of the QF's Agreement. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION (Continued)

- C. In addition to the costs in Paragraph VI.B., above, the actual costs associated with relocating and/or rearranging existing facilities to allow interconnected operation will also be borne by the QF. A monthly charge shall not apply to these costs. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.
- D. The QF shall have equipment specifications and plans for control devices interconnection facilities, and protective devices approved by the Company in advance of energizing the facility.
- E. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- F. Upon request by the Company, the Cogenerator or Small Power Producer must demonstrate that the facility is a Qualifying Facility as defined by PURPA.
- G. The Company shall have the right to reduce the energy received from a QF during periods when a minimum load condition exists on the Company's system. These reductions will be within the design limits of each QF's equipment and will be limited to 1,000 off-peak hours in any calendar year.

VII. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

The provisions of this schedule, including the rates for purchase of electricity by the Company, are subject to modification at any time in the manner prescribed by law, and when so modified, shall supersede the rates and provisions hereof. However, payments to QFs with contracts for a specified term at payments established at the time the obligation is incurred shall remain at the payment levels established in their contract.

VIII. TERM OF CONTRACT

The term of contract shall be mutually agreed upon, but not less than one year.

EXHIBIT D

Exhibit D is a map and written description identifying the specific location of the Facility and is provided by the Operator.

EXHIBIT E

Exhibit E is a copy of the Operator Form 556 or formal FERC certification of QF status in effect as of the Effective Date.

OR

If Facility is less than 1MW, Operator may submit the following statement as Exhibit E that the Facility qualifies as a Qualifying Facility (QF) under federal law:

Federal law exempts small power production or cogeneration facilities with net power production capacities of 1 MW or less from certain certification requirements in order to qualify as a qualifying facility (“QF” or “Qualifying Facility”). Therefore, [QF Name Here] submits the Facility is exempt from the certification requirements, but submits that the Facility qualifies as a Qualifying Facility under federal law set forth in the Public Utility Regulatory Policies Act of 1978 (codified at 16 U.S.C. § 824a-3).

Name

Title

EXHIBIT F

Exhibit F is the Certificate of Public Convenience and Necessity to be provided by the Operator.

OR

If Facility is less than 5MW, the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities

AND/OR

Permit by Rule, as applicable.

**AGREEMENT FOR THE SALE
OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AGREEMENT, effective this 26th day of August, 2020, (the “Effective Date”) by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation with its principal office in Richmond, Virginia, doing business as Dominion Energy Virginia hereinafter called “Dominion Energy Virginia” or the “Company”, and Energix Nokesville, LLC, a Delaware limited liability company, with its principal office in 2311 Wilson Blvd., Suite 640, Arlington, Virginia, hereinafter called “Operator.” Both Dominion Energy Virginia and Operator also are herein individually referred to as “Party” and collectively referred to as “Parties”.

RECITALS

WHEREAS, the Virginia State Corporation Commission (“SCC”) has adopted a rate schedule described in this Agreement below as **Virginia Schedule 19** applicable to Qualifying Facilities (or “QF” as that term is defined in 18 C.F.R. § 292);

WHEREAS, Operator desires to develop, design, construct, own and operate a solar electric generating facility with a total net capacity rating not to exceed 20,000 kW_{AC} (the “Maximum Net Capacity”) to be located at Cumberland, Virginia, and the name of the facility shall be Nokesville Solar (the “Facility”);

WHEREAS, the Facility will be located in the retail service area of Company and directly interconnected to Company’s electric distribution and/or transmission systems;

WHEREAS, Operator has obtained self-certification of the Facility as a qualifying facility (“QF”) as that term is defined in 18 C.F.R. 292 and pursuant to federal law set forth in the Public Utility Regulatory Policies Act of 1978 (“PURPA”) (codified at 16 U.S.C. 796, et seq.), with a total net capacity rating no greater than the Maximum Net Capacity and intends to maintain its status as a QF with such Maximum Net Capacity throughout the term of this Agreement; and

WHEREAS, the Parties hereto wish to contract pursuant to Schedule 19 for the sale of electrical output from the Facility to be operated by Operator.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto contract and agree with each other as follows:

Article 1: Parties’ Purchase and Sale Obligations

1.1 *Parties’ Purchase and Sales Obligations:* Operator agrees to sell and deliver exclusively to Company and Company or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and capacity) made available for sale from the Facility on an excess sale

arrangement. In addition, Operator has elected to contract under the Company's avoided cost tariff as described more fully in Article 5 and Exhibit C. Operator elects to provide for the supply of energy up to the Facility's Maximum Net Capacity and capacity up to 14,000 kW_{AC} (the "Contracted Capacity") per Virginia Schedule 19 paragraph III.A, or to provide for energy only per Virginia Schedule 19 paragraph III.B. Operator and Company acknowledge and agree that the electrical output sold to Company under this agreement does not include renewable energy certificates, nor is this agreement in any way intended to satisfy any Company obligations arising under a renewable energy portfolio standard program or otherwise pursuant to Virginia law. Operator expressly retains all current and future renewable, environmental and other attributes, including without limitation any renewable energy certificates, tax credits and other economic incentives, associated with electrical output (including energy and capacity) sold under this agreement.

1.2 *Company's Right To Reduce or Cease Deliveries*: Company's obligation to purchase and to take delivery of energy and capacity shall be excused for causes including, but not limited to an outage, equipment failure, equipment replacement, planned, routine or emergency maintenance, or other similar event associated with the reliability and safety of Company's electrical system as determined by Company.

Article 2: Term and Commercial Operations Date

This Agreement shall commence on the Effective Date and, unless earlier terminated under any other provision of this Agreement, shall continue in effect for a period of thirteen (13) years from the commercial operations date ("COD"). The COD shall be the first date that all of the following conditions have been satisfied:

- (a) The Facility has been permanently constructed, synchronized with and has delivered electrical output to the Company system and such action has been witnessed by an authorized Company employee;
- (b) After completion of item a) above, Company has received written notice from Operator specifying the COD and certifying that the Facility is ready to begin commercial operations as a QF;
- (c) Operator and Company (and/or the PJM Interconnection, L.L.C. or other operator of the Dominion Energy Virginia transmission system, as applicable) have executed an interconnection service agreement for delivery of capacity and energy generated by the Facility onto the Company's electrical system ("Interconnection Agreement"), a copy of which has been provided to Company;
- (d) The Facility is a QF as evidenced by Operator providing a copy of its currently effective Form 556 self-certification or formal FERC QF certification order;

- (e) Operator has provided Company with sufficient written evidence that Operator will be in compliance with Article 9 of this Agreement; and
- (f) Operator has provided to Company the Facility's Certificate of Public Convenience and Necessity ("CPCN") or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities or Permit by Rule, as applicable, to be included herewith as Exhibit F.

Article 3: Maximum Net Capacity, Energy Payments, Capacity Payments & Scheduled Outages

3.1 *Maximum Net Capacity:* The net capacity of the Facility shall not exceed the Maximum Net Capacity without the Company's prior written consent.

3.2 *Energy Payments:* Purchase payments for the supply of energy will be made in accordance with Virginia Schedule 19 paragraph IV.A for energy provided up to the Maximum Net Capacity.

3.3 *Capacity Payments:* Purchase payments for the supply of capacity will be made in accordance with Virginia Schedule 19 paragraph IV.B for capacity provided up to the Contracted Capacity as defined in Article 1.1. For purposes of this Agreement, "net capacity" as described in the calculation of the Summer Peak Performance Factor (SPPF) in Virginia Schedule 19 paragraph IV.B shall refer to Contracted Capacity.

3.4 *Scheduled Outages:* Operator shall provide written notice of any Scheduled Outage in advance of such Scheduled Outage to the maximum extent practicable, but in no event less than thirty (30) days prior to the Scheduled Outage. For the purpose of this Agreement, "Scheduled Outage" means a planned cessation of generation of the Facility that is required for inspection, preventive maintenance and corrective maintenance of the Facility. Operator shall only plan Scheduled Outages during periods approved by the Company, and such approval shall not be unreasonably withheld. In no event shall Operator plan any Scheduled Outage during the period commencing June 1 and extending through September 15 of any year during the Term hereunder.

Article 4: Attachments

The following documents are attached hereto and are made a part hereof:

Exhibit A: Quarterly Status Report Contents

Exhibit B: General Terms and Conditions

- Exhibit C: Virginia Schedule 19
- Exhibit D: Map and related written description identifying the specific location of the Facility in the City or County designated herein
- Exhibit E: Evidence of QF Status on the Effective Date
- Exhibit F: Certificate of Public Convenience and Necessity, letter filed for Virginia State Corporation Commission's Application for Construction of Electric Generating Facility Requirement if Facility is less than 5MWs, or Permit by Rule, as applicable.

Article 5: Pricing

Payments for all energy and capacity purchased hereunder shall be determined by the provisions for payments in the Virginia Schedule 19 tariff included herewith as Exhibit C and pursuant to Article 3. Payments for all energy and capacity purchased hereunder shall be on a cents per kilowatt-hour basis.

Payments for capacity will begin on the COD. All energy delivered prior to the COD shall be paid pursuant to Virginia Schedule 19, Article V: Payments of Company Purchases of Energy Only.

Article 6: Regulatory Pricing Disallowment

Should the SCC or other regulatory or legal body having jurisdiction (such as the Federal Energy Regulatory Commission): (i) not allow some or all future payments to non-utility generators (generally or to Operator specifically) for energy or capacity or both to be included in Dominion Energy Virginia's rates charged to customers, (ii) at any time prohibit Dominion Energy Virginia from recovering from its customers sums related to payments previously made to non-utility generators (generally or to Operator specifically), or (iii) order Dominion Energy Virginia to pay back to its customers sums related to amounts collected as a result of payments to non-utility generators (generally or to Operator specifically) (hereinafter the sums referred to in both (ii) and (iii) above specifically relating to payments to Operator shall be referred to individually and collectively as the "Disallowed Payments"), Dominion Energy Virginia shall provide notice to the Operator, and the Parties agree to make good faith efforts to resolve the discrepancy between (a) payments due under this Agreement and (b) payments exclusive of Disallowed Payments that Dominion Energy Virginia can recover from its customers. Should the Parties fail to resolve this discrepancy within sixty (60) days of Dominion Energy Virginia's notice, either Party shall have the right to terminate this Agreement with thirty (30) days' notice.

Article 7: Operator's Pre-COD Obligations

(a) Status Report. After execution of this Agreement and until the COD, Operator shall deliver a quarterly status report to the Company with the information set forth in

Exhibit A. This status report shall be delivered to Company on or before the following dates each year: January 15, April 15, July 15, and October 15.

(b) Commencement of Construction. The Facility will be considered to have commenced construction on the first day upon which all of the following have occurred: (1) the issuance by Operator to its construction contractor for the Facility of a written unconditional notice-to-proceed with unrestricted construction activities for the Facility; (2) the mobilization of major construction equipment and construction facilities on the Facility site; and (3) the commencement of major structural, excavation, and structural concrete work relating primarily but not exclusively to a major component of the Facility such as the power island or the ground mounting systems for solar panels and inverters consistent with having commenced a continuous process of construction relating to the Facility. The anticipated COD is December 2020.

Article 8: Early Termination

(a) Defaults with No Cure Period. Operator and Company agree that Operator's failure to comply with any of the following will be a material breach of this Agreement and shall result in Company's right to early termination of this Agreement upon written notice to Operator, but without being subject to a cure period:

(i) failure to commence construction of the Facility, as defined in Article 7, within eighteen months after the Effective Date, and provide Company with written notice thereof;

(ii) delivery or supply of electrical output to any entity other than Company or its agent, assignee or successor;

(iii) the net capacity of the Facility exceeds the Maximum Net Capacity without Company's prior written approval;

(iv) failure at any time following COD to maintain the Interconnection Agreement in full force and effect unless such failure is due to Company's breach of the Interconnection Agreement; or

(v) failure to generate and deliver any energy and capacity from the Facility for more than 180 consecutive days at any time after COD; provided, however, if such failure is due to Force Majeure as defined in Exhibit B and Operator has complied with the requirements of Exhibit B with respect to such Force Majeure, then Company may not terminate this Agreement unless the failure lasts for three hundred sixty-five consecutive days.

(vii) Reserved.

(b) Defaults with Cure Period. Operator and Company agree that the following events if not cured by Operator within thirty days of notice from Company shall constitute a default giving Company the right to terminate this Agreement:

- (i) failure to meet the requirements necessary to maintain QF status (formal or self-certification at the Operator's option) or revocation of its QF status (formal or self-certification, as applicable) for any reason;
- (ii) failure to perform in any material way, any other obligations, which failure would not constitute an individual event of default under Section 8(a); or
- (iii) failure to provide two (2) consecutive status reports in accordance with Article 7.

Notwithstanding any cure period, Company shall not be obligated to purchase any energy or capacity under this Agreement while such default remains uncured. If Operator fails to cure its non-performance within thirty (30) days of Company's notice, Company shall have the right to terminate this Agreement. Operator agrees that if this Agreement is terminated by Company for Operator's non-performance prior to the end of the term of this Agreement, then, Company shall have all rights and remedies available at law or in equity.

(c) **Operator's Right to Terminate Contract:** Notwithstanding anything herein to the contrary or otherwise, Company expressly acknowledges and agrees that, in any year in which Operator receives notice from Company that the Facility's SPPF for the following year will be less than 1.0 as described in Article IV.B of the Schedule 19 Tariff, within thirty (30) days of receiving such notice Operator may unilaterally terminate this Agreement, to be effective thirty (30) days after providing written notice to Company.

Article 9: Representations and Warranties

Operator represents and warrants that it has the right to operate the Facility in accordance with the terms of this Agreement. Operator further represents and warrants that all permits, approvals, and/or licenses necessary for the operation of the Facility will be obtained prior to the COD and shall be maintained throughout the Term of this Agreement. Operator shall provide such documentation and evidence of such right, permits, approvals and/or licenses as Company may reasonably request, including without limitation air permits, leases and/or purchase agreements.

Article 10: Notices and Payments

All notices required hereunder and all other correspondence and payments concerning this Agreement shall be to the Parties' representative at the addresses below. Either Party may change the address by providing written notice to the other Party. All notices required to be in writing shall be sent by any of the following methods: hand delivery, reputable overnight courier, certified mail return receipt requested, or mutually acceptable electronic means. A notice shall be effective on the Business Day when received if received during 7:30 am to 5:30 pm on a Business Day; otherwise, the notice shall be deemed to have been received on the following Business Day. A "Business Day" is defined as Monday through Friday excluding the holidays recognized by the Company. As of the Effective Date, Company recognized holidays are New Year's Day, Martin

Luther King's Birthday (as celebrated on the 3rd Monday in January of each year), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day following Thanksgiving Day, Christmas Eve Day, and Christmas Day. In the event there is any change in the holidays currently observed by Company, Company shall notify Operator in writing.

Company:

VIRGINIA ELECTRIC AND POWER COMPANY
Power Contracts (17-N)
600 East Canal Street
Richmond, VA 23219
Email: PowerContracts@DominionEnergy.com
Attention: Manager, Power Contracts

Operator:

ENERGIX NOKESVILLE LLC
2311 Wilson Blvd., Suite 640,
Arlington, VA 22201
Email: itamar@energix-us.com
Attention: VP Business Development

Article 11: Integration of Entirety of Agreement

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement with respect to the purchase and sale of electrical output generated by the Facility. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

IN WITNESS WHEREOF, the Parties hereto have caused their names to appear below, signed by authorized representatives as of the date first shown above.

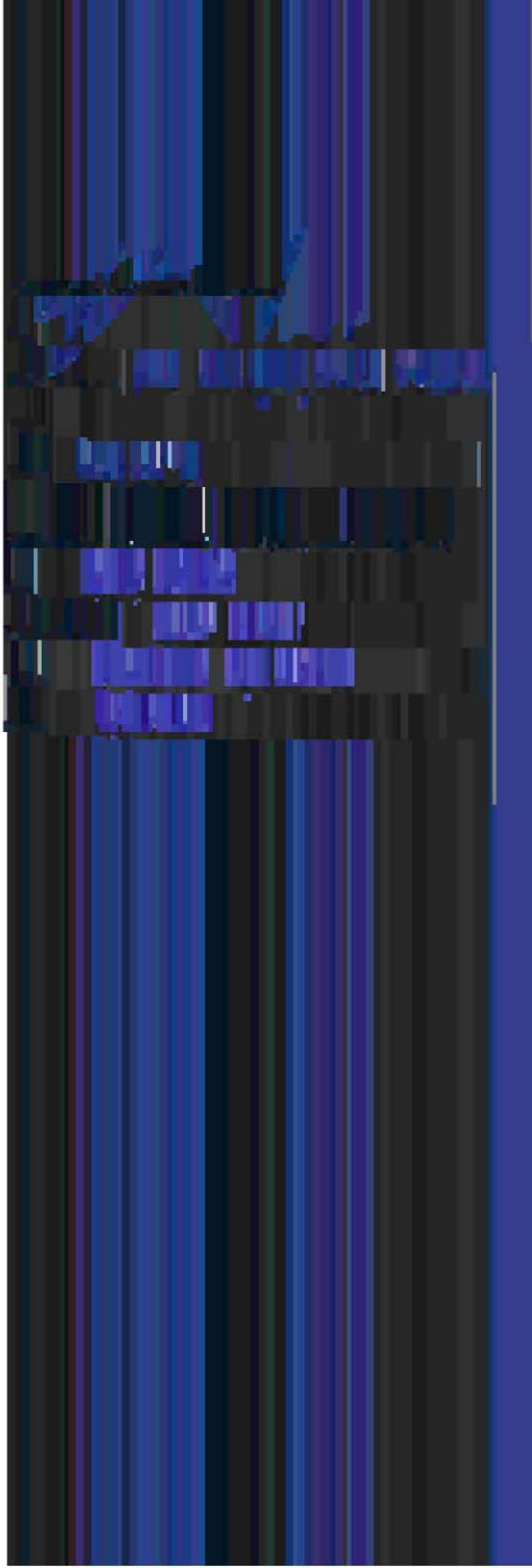


EXHIBIT A

The quarterly status reports required by Article 7 shall include the following information and any additional information that may be reasonably requested by Company:

- Status of financing and expected closing date
- Notification and status of any plans to change control or ownership of the project
- Site location and acreage
- EIA Plant Code
- Description of construction status
- Timeline of construction to include:
 - Start date of construction
 - Construction completion date
 - Date for start-up and testing
- Timeline for interconnection through completion
- Current interconnection status
- Status of required permits
- Notice of any changes, modifications, or assignment of CPCN or the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities and QF Status
- Summary of anticipated design components including transformer voltages and maximum output in AC & DC
- Estimated COD

EXHIBIT B
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Company. Company may withhold such consent if it determines, in its sole discretion that such assignment would not be in the best interests of Company or its customers. Any attempted assignment that Company has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay the Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$12,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of the Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

Operator shall indemnify and save harmless and, if requested by Company, defend Company, its officers, directors and employees from and against any and all losses and claims or demands for damages to real property or tangible personal property (including the property of Dominion Energy Virginia) and injury or death to persons arising out of, resulting from, or in any manner caused by the presence, operation or maintenance of any part of Operator's Facility; provided, however, that nothing herein shall be construed as requiring Operator to indemnify Company for any injuries, deaths or damages caused by the sole negligence of Company.

Operator shall hold General Liability Insurance specifically and solely for the Facility with limits of \$2,000,000 each occurrence and in the aggregate, which amount shall be modified using commercially reasonable standards in accordance with any prior written notice by the Company. Operator agrees to have Dominion Energy Virginia named as an additional insured and shall keep such coverage current throughout the term of this Agreement. Operator shall initially provide the Company written evidence of liability insurance coverage prior to the COD. Thereafter, it shall provide additional documentation evidencing current coverage when requested by the Company. In addition, Operator shall provide thirty (30) days prior written notice of any cancellation or non-renewal of such coverage.

III - QF Certification

Operator represents and warrants that its Facility meets the QF requirements established as of the Effective Date of this Agreement by the FERC's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to maintain QF status throughout the term of this Agreement. Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to status of the Facility as a QF. If requested by Company prior to May 1 of any year, Operator agrees to provide by July 1 of the same year to Company for the preceding year sufficient for

Company to determine the Operator's continuing compliance with its QF requirements, including but not limited to:

- (a) All information required by FERC Form 556;
- (b) Copy of the Facility's currently effective FERC Form 556 or formal FERC certification, as applicable and any subsequent revisions or amendments;
- (c) Where applicable, a copy of any contract executed with a thermal host;
- (d) Where applicable, identification of the amount of each type of fuel used per month and average heating value for each type of fuel, which will be used to determine the Total Energy Input. These values should be verifiable by auditing supporting documentation;
- (e) Where applicable, identification of each of the QF's useful thermal output(s) for each month, including temperature, pressure, amount of thermal output delivered, temperature and amount of condensate returned (if applicable) and the conversion to Btus. These values should be verifiable by auditing supporting documentation;
- (f) Identification of the QF's useful power output for each month. These values should be verifiable by auditing supporting documentation;
- (g) Where applicable, drawings, heat balance diagrams and a sufficiently detailed narrative describing the delivery of useful thermal output including the location, description, and calibration data for all metering equipment used for QF calculations; and
- (h) Company may request additional information, as needed, to monitor the QF requirements.

IV - Consequential Damages

In no event shall either Party be liable to the other for any special, indirect, incidental or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the Parties expressly set forth in this Agreement.

V - Amendments, Waivers, Severability and Headings

This Agreement, including the appendices thereto, can be amended only by agreement between the Parties in writing. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the Parties shall be deemed to be reduced only as much as may be required to remove

the impediment. The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

VI - Compliance with Laws

Operator covenants that it shall comply with all applicable provisions of Executive Order 11246, as amended; § 503 of the Rehabilitation Act of 1973, as amended; § 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and implementing regulations set forth in 41 C.F.R. §§ 60.1, 60-250, and 60-741 and the applicable provisions relating to the utilization of small minority business concerns as set forth in 15 U.S.C. § 637, as amended. Operator agrees that the equal opportunity clause set forth in 41 C.F.R. § 60-1.4 and the equal opportunity clauses set forth in 41 C.F.R. § 250.5 and 41 C.F.R. 60-§741.5 and the clauses relating to the utilization of small and minority business concerns set forth in 15 U.S.C. § 637(d) (3) and 48 C.F.R. § 52-219.9 are hereby incorporated by reference and made a part of this Agreement. If this Agreement has a value of more than \$500,000, Operator shall adopt and comply with a small business and small disadvantaged business subcontracting plan which shall conform to the requirements set forth in 15 U.S.C. § 637(d)(6). The provisions of this section shall apply to Operator only to the extent that:

- (a) such provisions are required of Operator under existing law;
- (b) Operator is not otherwise exempt from said provisions; and
- (c) Compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000 et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement.

Operator shall: (a) maintain the Facility in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion Energy Virginia may refuse to accept deliveries of power hereunder.

Company may enter Operator's premises: (a) to inspect Operator's protective devices at any reasonable time; (b) to read or test meters and metering equipment; and (c) to disconnect, without notice, the Facility if, in Company's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Dominion Energy Virginia facilities or other customers' facilities from damage or interference caused by Operator's Facility or lack of properly operating protective devices. Company will endeavor to notify Operator as quickly as practicable if disconnection occurs as provided in (c) above. Any inspection of Operator's protective devices

shall not impose on Company any liabilities with respect to the operation, safety or maintenance of such devices.

VIII - Metering

Dominion Energy Virginia will meter all electrical output delivered from the Facility on the high voltage side of the step up transformer(s).

Operator agrees to pay an administrative charge to Company to reflect all reasonable costs incurred by Company for meter reading and billing, also referred to as metering charges. The monthly meter reading and billing charge shall change from time to time when the SCC approves a different charge in Virginia Schedule 19.

In addition, Operator agrees to pay any fees required to provide and maintain leased telephone lines required for meter reading by Dominion Energy Virginia.

IX - Billing and Payment

Dominion Energy Virginia shall read the meter in accordance with its established meter reading schedule (the "Billing Period"). Operator shall pay the monthly metering charge set forth in Article II of Virginia Schedule 19 to cover the cost of meter reading and processing, as such charge may be amended from time to time subject to SCC approval. By the first business day after thirty days following the meter read date, Company shall make payment to Operator equal to the amount owed for the Contracted Capacity, the Maximum Net Capacity and the delivered energy including line loss. All payments shall be by wire transfer to Operator's wire account or as otherwise reasonably requested in writing by Operator. At Company's option, (i) Company may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Company may invoice Operator for such charges separately. Payment by Company shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess of any payments due Operator, Company shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

In the event that any data required for billing purposes hereunder are unavailable when required for such billing, the unavailable data shall be estimated by Company, based upon historical data. Such billing shall be subject to any required adjustment in a subsequent billing month.

Operator agrees that Company shall be entitled to withhold sufficient amounts due pursuant to this Agreement to offset (a) any damages to Company resulting from any breach of this Agreement by Operator, and (b) any other amounts Operator owes Company, including amounts arising from sales of electricity by Company to Operator, metering charges and Interconnection Facilities charges.

In no event shall Company be liable to Operator for any capacity payments in excess of the amounts contracted for herein, regardless of the ultimate length of this Agreement or revisions to Virginia Schedule 19 or successor schedules. Operator hereby agrees to accept the capacity payments as set forth herein as its sole and complete compensation for delivery of capacity to Company.

X - Force Majeure

Neither Party shall be considered in default under this Agreement or responsible to the other Party in tort, strict liability, contract or other legal theory for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service or any other failure to perform any of its obligations hereunder to the extent such failure occurs without fault or negligence on the part of that Party and is caused by factors beyond that Party's reasonable control, which by the exercise of reasonable diligence that Party is unable to prevent, avoid, mitigate or overcome, including without limitation storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or public enemy, action or inaction of a court or public authority, fire, sabotage, war, explosion, curtailments, unscheduled withdrawal of facilities from operation for maintenance or repair or any other cause of similar nature beyond the reasonable control of that Party (any such event, "Force Majeure"). Solely economic hardship of either Party shall not constitute Force Majeure under this Agreement. Nor shall anything contained in this paragraph or elsewhere in this Agreement excuse Operator or Company from strict compliance with the obligation of the Parties to comply with the terms of Article IX of this Exhibit B relating to timely payments.

Each Party shall have the obligation to operate in accordance with Good Utility Practice (as defined below) at all times and to use due diligence to overcome and remove any cause of failure to perform.

If a Party relies on the occurrence of an event of Force Majeure described above as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the Force Majeure event shall:

- a) Provide within forty-eight (48) hours written notice of such Force Majeure event or potential Force Majeure to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder;
- b) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) Expeditiously take action to correct or cure the Force Majeure event excusing performance; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;
- d) Exercise all reasonable efforts to mitigate or limit damages to the other Party; and

e) Provide prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance. All performance obligations hereunder shall be extended by a period equal to the term of the resultant delay.

If a Party responding to a Force Majeure event has the ability to obtain, for additional expenditures, expedited material deliveries or labor production which would allow a response to the event in a manner that is above and beyond Good Utility Practice, and such a response could shorten the duration of the Force Majeure event, the Party responding to the event may, at its discretion, present the other Party with the option of funding the expenditures for expediting material deliveries or labor production in an effort to reduce the duration of the event and economic hardship. Each such opportunity will be negotiated on a case-by-case basis by the Parties.

For purposes of this Agreement, “Good Utility Practice” shall mean any of the applicable practices, methods, standards, guides or acts: required by any governmental authority, regional or national reliability council, or national trade organization, including NERC, SERC, or the successor of any of them, as they may be amended from time to time whether or not the Party whose conduct is at issue is a member thereof; otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period which in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, good business practices, generation, transmission and distribution reliability, safety, environmental protection, economy and expediency. Good Utility Practice is intended to be acceptable practices, methods, or acts generally accepted in the region, or any other acts or practices as are reasonably necessary to maintain the reliability of the Transmission System (as defined in the Interconnection Agreement), or of the Facility, and is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others.

XI – Confidentiality

(a) Each Party agrees that it will treat in confidence this Agreement and all documents, materials, and other information which it shall have obtained regarding the other Party during the course of the negotiations leading to, and its performance of, this Agreement whether obtained before or after the date of this Agreement and whether disclosed in oral written, graphic, or electronic form (such documents, materials, and other information deemed “Confidential Information”). The Parties shall use their respective best efforts to protect Confidential Information against disclosure by employing the same measures to protect such Confidential Information as each such Party uses to protect its own non-public, confidential or proprietary information, but in no event less than commercially reasonable measures, and otherwise in accordance with the provisions of this Article XI. Specifically, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any person, corporation or other entity the Confidential Information without the prior written consent of the Party providing the Confidential Information, except a receiving Party may disclose Confidential Information to its affiliates, board members, officers, employees, agents, consultants, contractors, potential investors and Facility Lenders and other representatives (“Representatives”) who in each case have a legitimate need for such Confidential Information and are instructed by such receiving Party to keep such Confidential Information confidential. Each Party agrees that it shall be responsible for

ensuring that its Representatives to whom it discloses Confidential Information keep such information confidential in accordance with the requirements of this Article XI.

(b) The Parties acknowledge that either Party may, from time to time, be required to provide information pertaining to this Agreement, or its subject matter, to the SCC, FERC, or other federal, state or local regulatory bodies having jurisdiction over the Party (and, as applicable, its rates, facilities, or operations) as such regulatory bodies may require and subject to the Party's good faith efforts to obtain confidential treatment of such information as may relate to this Agreement. To the extent that a Party is required to release such information, the Party releasing such information shall give prompt prior written notice of its intention to the other Party and cooperate with such Party's efforts to prevent or restrict disclosure of such information and use reasonable efforts to structure the release of such information so as not to identify that this Agreement was the source of such information.

(c) The Parties agree that, in the event of a breach or threatened breach of the terms of this Article XI by either Party, the non-breaching Party shall be entitled to an injunction, without the requirement to post bond, prohibiting any such breach or disclosure, or further disclosure, of any Confidential Information. In addition to injunctive relief, disclosing Party shall have all other rights and remedies afforded it by law, except as otherwise limited by this Agreement.

The provisions of this Article XI shall survive the termination of this Agreement for a period of two (2) years following the date of such termination.

EXHIBIT C

Exhibit C is a copy of Virginia Schedule 19

Schedule 19
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

OFFICIAL COPY

Feb 26 2021

I. APPLICABILITY & AVAILABILITY

This Schedule is applicable to any Cogenerator or Small Power Producer (Qualifying Facility), as defined in the Public Utility Regulatory Policies Act of 1978 (PURPA), which desires to provide all or part of its electrical output to the Company on an energy and capacity or on an energy only basis, and which has a net capacity of 20,000 kW or less, and enters into an agreement for the sale of electrical output to Virginia Electric and Power Company (Agreement).

No developer, or any affiliate of a developer, shall be permitted to locate a Schedule 19 facility within one-half mile of any other Schedule 19 facility owned or operated by such developer or any affiliate of such developer unless:

- a. Such facilities provide thermal energy to different, unaffiliated hosts; or
- b. Such facilities provide thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs; or
- c. Such facilities utilize a renewable resource that may be subject to geographic siting limitations, such as hydroelectric, solar or wind power facilities.

This Schedule is available to a Qualifying Facility (QF) which enters into an Agreement with the Company during the effective period of this Schedule, and which achieves Commercial Operation in accordance with the provisions of its Agreement (Commercial Operations) on or after January 1, 2006.

II. MONTHLY BILLING TO THE QF

The provision of Electric Service from the Company to the QF will be in accordance with any applicable filed rate schedule. A QF that elects to sell electrical output from its generation facility will be billed a monthly charge as follows to cover the cost of meter reading and processing:

1. For QFs requiring only one non-time differentiated meter: \$5.34.
2. For QFs requiring only one time differentiated meter: \$62.54.
3. For QFs requiring two time differentiated meters: \$98.60.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

III. CONTRACT OPTIONS

QFs with a net capacity of 10 kW or less shall elect, from the following two options, the manner in which the QF shall operate and provide its electrical output to the Company. This election shall be contracted for and made a part of the QF's Agreement. QFs with a net capacity greater than 10 kW but less than or equal to 20,000 kW must contract for the supply of both energy and capacity to the Company, in accordance with Paragraph III. A., below. Purchase payments, if any, to the QF for the supply of energy and/or capacity to the Company shall be based on this contractual designation.

- A. Supply of Energy and Capacity: A QF shall contract for the supply of both energy and capacity to the Company, except as may be permitted pursuant to Paragraph III. B., below. The level of capacity that the QF contracts for shall not exceed 20,000 kW. The supply of both energy and capacity shall require the installation of one (or two, if necessary) time differentiated meter(s) to measure the hourly output of the QF's generation facility.
- B. Supply of Energy Only: A QF with a net capacity of 10 kW or less may elect to contract for the supply of only energy to the Company. A QF electing this option will not be eligible for capacity payments. Election of this option shall require the installation of a non-time differentiated meter to measure the monthly output of the QF's generation facility.

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY

A QF that supplies both energy and capacity to the Company, in accordance with Paragraph III. A., above, shall receive purchase payments as follows:

- A. Energy Purchase Payments
 - 1. Purchase payments for the supply of energy by the QF to the Company will be based on an hourly energy purchase price (cents per kWh) that is calculated using the hourly \$/MWh PJM Interconnection, LLC (PJM) Dom Zone Day Ahead Locational Marginal Price (DA LMP) divided by 10, and multiplied by the hourly net generation as recorded on the Company's time differentiated meter.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

2. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
3. In lieu of the line loss percentage in Paragraph IV. A.2., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

B. Capacity Purchase Payments

Purchase payments for the supply of capacity by the QF to the Company will be made based upon the QF's daily net on-peak generation multiplied by that corresponding day's on-peak capacity purchase price, as calculated, below. If applicable, the purchase payment for capacity may be modified by application of the Summer Peak Performance Factor (SPPF), as described, below. The on-peak hours for every day are from 7 AM to 11 PM. Off-peak hours are defined as all other hours.

Beginning June 1, 2007, and for each June 1, thereafter, PJM will establish the Reliability Pricing Model capacity resource clearing price for each PJM zone, shown as a \$/MW/day price, that will be applicable through the following May 31. Such prices will be the clearing results from PJM's Base Residual Auction. Using the price for the Dom Zone (initially identified on the PJM website as "Dom_PZonal"), the Company will calculate an on-peak capacity purchase price (cents per kWh) for each day by dividing the Dom Zone \$/MW/day price by 16 hours, and further dividing the result by 10, rounded to the nearest one-thousandth cent. The resulting cents per kWh on-peak capacity purchase price will be applied to the QF's net on-peak generation for the corresponding day, to provide for the daily capacity purchase amount. The sum of the daily capacity purchase amounts for the billing month will constitute the monthly capacity purchase payment to the QF, unless modified by application of the SPPF, below.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

Initially, a QF's SPPF will be 1. Once a QF has achieved Commercial Operations and such operation encompasses at least a full Summer (defined by PJM as June 1 through September 30, inclusive), the following January billing month, and for each January billing month thereafter, an SPPF will be calculated that is based on the QF's operation during the five (5) PJM coincident peak hours ("CP Hours"), as posted by PJM, during the Summer of the previous calendar year. The QF's SPPF is equal to the number of CP Hours in which the QF generated at or greater than 75% of its net capacity, divided by 5. Therefore, the SPPF could be 0, .2, .4, .6, .8, or 1. The QF's SPPF will be applied to the monthly capacity purchase payment for each billing month of the current calendar year.

V. PAYMENT OF COMPANY PURCHASES OF ENERGY ONLY

A QF that supplies only energy to the Company, in accordance with its election in Paragraph III. B., above, shall receive purchase payments as follows:

- A. Purchase payments for the supply of only energy by the QF to the Company will be based on an energy purchase price (cents per kWh) that is calculated using the average of the hourly \$/MWh Dom Zone DA LMP for the QF's billing month divided by 10, and multiplied by the net generation as recorded on the Company's non-time differentiated meter.
- B. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
- C. In lieu of the line loss percentage in Paragraph V. B., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The Company shall own and install any interconnection facilities on the Company side of the meter required for the QF to sell energy to the Company. The costs associated with these facilities will be borne by the QF. These costs include, but are not limited to, the costs of connection, switching, metering, transmission, distribution, safety provisions, telephone lines, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the facilities necessary to permit interconnected operations with the QF. The QF shall pay for these interconnection costs by either of the following methods:
1. A one-time lump-sum payment equal to the estimated new installed cost of all interconnection facilities provided by the Company multiplied by the appropriate tax effect recovery factor (if applicable), plus the appropriate monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission.
 2. A continuous monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission which is designed to recover over time the estimated new installed cost of all interconnection facilities and their related operating expenses.

The QF will also be responsible for payment to the Company for the cost of removing the interconnection facilities at the conclusion of the QF's Agreement. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION (Continued)

- C. In addition to the costs in Paragraph VI.B., above, the actual costs associated with relocating and/or rearranging existing facilities to allow interconnected operation will also be borne by the QF. A monthly charge shall not apply to these costs. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.
- D. The QF shall have equipment specifications and plans for control devices interconnection facilities, and protective devices approved by the Company in advance of energizing the facility.
- E. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- F. Upon request by the Company, the Cogenerator or Small Power Producer must demonstrate that the facility is a Qualifying Facility as defined by PURPA.
- G. The Company shall have the right to reduce the energy received from a QF during periods when a minimum load condition exists on the Company's system. These reductions will be within the design limits of each QF's equipment and will be limited to 1,000 off-peak hours in any calendar year.

VII. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

The provisions of this schedule, including the rates for purchase of electricity by the Company, are subject to modification at any time in the manner prescribed by law, and when so modified, shall supersede the rates and provisions hereof. However, payments to QFs with contracts for a specified term at payments established at the time the obligation is incurred shall remain at the payment levels established in their contract.

VIII. TERM OF CONTRACT

The term of contract shall be mutually agreed upon, but not less than one year.

EXHIBIT D

Exhibit D is a map and written description identifying the specific location of the Facility and is provided by the Operator.

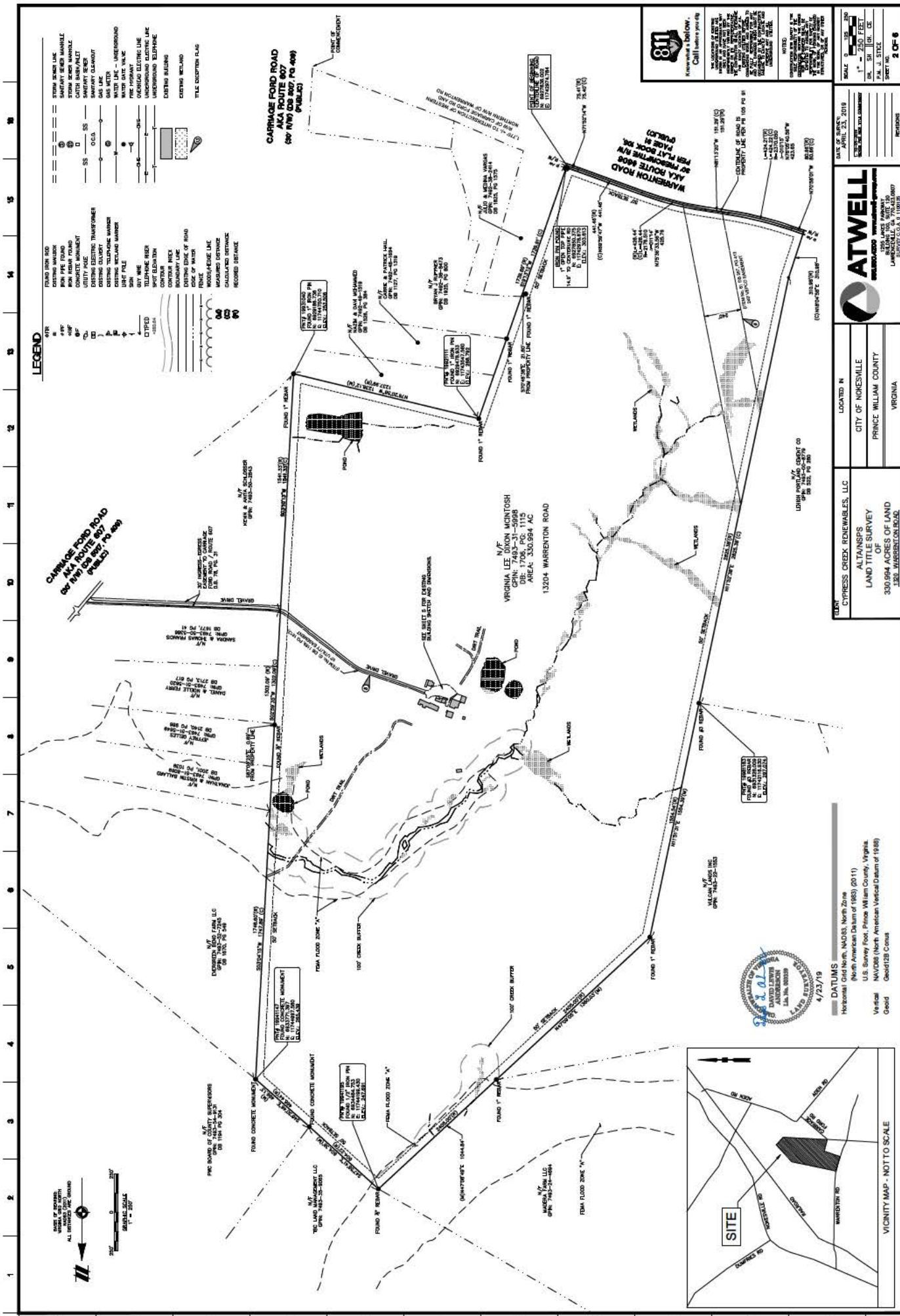


EXHIBIT E

Exhibit E is a copy of the Operator Form 556 or formal FERC certification of QF status in effect as of the Effective Date.

OR

If Facility is less than 1MW, Operator may submit the following statement as Exhibit E that the Facility qualifies as a Qualifying Facility (QF) under federal law:

Federal law exempts small power production or cogeneration facilities with net power production capacities of 1 MW or less from certain certification requirements in order to qualify as a qualifying facility (“QF” or “Qualifying Facility”). Therefore, [QF Name Here] submits the Facility is exempt from the certification requirements, but submits that the Facility qualifies as a Qualifying Facility under federal law set forth in the Public Utility Regulatory Policies Act of 1978 (codified at 16 U.S.C. § 824a-3).

Name

Title

Form 556

Certification of Qualifying Facility (QF) Status for a Small Power
Production or Cogeneration Facility

OFFICIAL COPY

Feb 26 2021


General

Questions about completing this form should be sent to Form556@ferc.gov. Information about the Commission's QF program, answers to frequently asked questions about QF requirements or completing this form, and contact information for QF program staff are available at the Commission's QF website, www.ferc.gov/QF. The Commission's QF website also provides links to the Commission's QF regulations (18 C.F.R. § 131.80 and Part 292), as well as other statutes and orders pertaining to the Commission's QF program.

Who Must File

Any applicant seeking QF status or recertification of QF status for a generating facility with a net power production capacity (as determined in lines 7a through 7g below) greater than 1000 kW must file a self-certification or an application for Commission certification of QF status, which includes a properly completed Form 556. Any applicant seeking QF status for a generating facility with a net power production capacity 1000 kW or less is exempt from the certification requirement, and is therefore not required to complete or file a Form 556. See 18 C.F.R. § 292.203.

How to Complete the Form 556

This form is intended to be completed by responding to the items in the order they are presented, according to the instructions given. If you need to back-track, you may need to clear certain responses before you will be allowed to change other responses made previously in the form. If you experience problems, click on the nearest help button () for assistance, or contact Commission staff at Form556@ferc.gov.

Certain lines in this form will be automatically calculated based on responses to previous lines, with the relevant formulas shown. You must respond to all of the previous lines within a section before the results of an automatically calculated field will be displayed. If you disagree with the results of any automatic calculation on this form, contact Commission staff at Form556@ferc.gov to discuss the discrepancy before filing.

You must complete all lines in this form unless instructed otherwise. Do not alter this form or save this form in a different format. Incomplete or altered forms, or forms saved in formats other than PDF, will be rejected.

How to File a Completed Form 556

Applicants are required to file their Form 556 electronically through the Commission's eFiling website (see instructions on page 2). By filing electronically, you will reduce your filing burden, save paper resources, save postage or courier charges, help keep Commission expenses to a minimum, and receive a much faster confirmation (via an email containing the docket number assigned to your facility) that the Commission has received your filing.

If you are simultaneously filing both a waiver request and a Form 556 as part of an application for Commission certification, see the "Waiver Requests" section on page 3 for more information on how to file.

Paperwork Reduction Act Notice

This form is approved by the Office of Management and Budget. Compliance with the information requirements established by the FERC Form No. 556 is required to obtain or maintain status as a QF. See 18 C.F.R. § 131.80 and Part 292. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The estimated burden for completing the FERC Form No. 556, including gathering and reporting information, is as follows: 3 hours for self-certification of a small power production facility, 8 hours for self-certifications of a cogeneration facility, 6 hours for an application for Commission certification of a small power production facility, and 50 hours for an application for Commission certification of a cogeneration facility. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the following: Information Clearance Officer, Office of the Executive Director (ED-32), Federal Energy Regulatory Commission, 888 First Street N.E., Washington, DC 20426 (DataClearance@ferc.gov); and Desk Officer for FERC, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503 (oir_submission@omb.eop.gov). Include the Control No. 1902-0075 in any correspondence.

Electronic Filing (eFiling)

To electronically file your Form 556, visit the Commission's QF website at www.ferc.gov/QF and click the eFiling link.

If you are eFiling your first document, you will need to register with your name, email address, mailing address, and phone number. If you are registering on behalf of an employer, then you will also need to provide the employer name, alternate contact name, alternate contact phone number and alternate contact email.

Once you are registered, log in to eFiling with your registered email address and the password that you created at registration. Follow the instructions. When prompted, select one of the following QF-related filing types, as appropriate, from the Electric or General filing category.

Filing category	Filing Type as listed in eFiling	Description
Electric	(Fee) Application for Commission Cert. as Cogeneration QF	Use to submit an application for Commission certification or Commission recertification of a cogeneration facility as a QF.
	(Fee) Application for Commission Cert. as Small Power QF	Use to submit an application for Commission certification or Commission recertification of a small power production facility as a QF.
	Self-Certification Notice (QF, EG, FC)	Use to submit a notice of self-certification of your facility (cogeneration or small power production) as a QF.
	Self-Recertification of Qualifying Facility (QF)	Use to submit a notice of self-recertification of your facility (cogeneration or small power production) as a QF.
	Supplemental Information or Request	Use to correct or supplement a Form 556 that was submitted with errors or omissions, or for which Commission staff has requested additional information. Do <i>not</i> use this filing type to report new changes to a facility or its ownership; rather, use a self-recertification or Commission recertification to report such changes.
General	(Fee) Petition for Declaratory Order (not under FPA Part 1)	Use to submit a petition for declaratory order granting a waiver of Commission QF regulations pursuant to 18 C.F.R. §§ 292.204(a) (3) and/or 292.205(c). A Form 556 is not required for a petition for declaratory order unless Commission recertification is being requested as part of the petition.

You will be prompted to submit your filing fee, if applicable, during the electronic submission process. Filing fees can be paid via electronic bank account debit or credit card.

During the eFiling process, you will be prompted to select your file(s) for upload from your computer.

Filing Fee

No filing fee is required if you are submitting a self-certification or self-recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(a).

A filing fee is required if you are filing either of the following:

- (1) an application for Commission certification or recertification of your facility as a QF pursuant to 18 C.F.R. § 292.207(b), or
- (2) a petition for declaratory order granting waiver pursuant to 18 C.F.R. §§ 292.204(a)(3) and/or 292.205(c).

The current fees for applications for Commission certifications and petitions for declaratory order can be found by visiting the Commission's QF website at www.ferc.gov/QF and clicking the Fee Schedule link.

You will be prompted to submit your filing fee, if applicable, during the electronic filing process described on page 2.

Required Notice to Utilities and State Regulatory Authorities

Pursuant to 18 C.F.R. § 292.207(a)(ii), you must provide a copy of your self-certification or request for Commission certification to the utilities with which the facility will interconnect and/or transact, as well as to the State regulatory authorities of the states in which your facility and those utilities reside. Links to information about the regulatory authorities in various states can be found by visiting the Commission's QF website at www.ferc.gov/QF and clicking the Notice Requirements link.

What to Expect From the Commission After You File

An applicant filing a Form 556 electronically will receive an email message acknowledging receipt of the filing and showing the docket number assigned to the filing. Such email is typically sent within one business day, but may be delayed pending confirmation by the Secretary of the Commission of the contents of the filing.

An applicant submitting a self-certification of QF status should expect to receive no documents from the Commission, other than the electronic acknowledgement of receipt described above. Consistent with its name, a self-certification is a certification *by the applicant itself* that the facility meets the relevant requirements for QF status, and does not involve a determination by the Commission as to the status of the facility. An acknowledgement of receipt of a self-certification, in particular, does not represent a determination by the Commission with regard to the QF status of the facility. An applicant self-certifying may, however, receive a rejection, revocation or deficiency letter if its application is found, during periodic compliance reviews, not to comply with the relevant requirements.

An applicant submitting a request for Commission certification will receive an order either granting or denying certification of QF status, or a letter requesting additional information or rejecting the application. Pursuant to 18 C.F.R. § 292.207(b)(3), the Commission must act on an application for Commission certification within 90 days of the later of the filing date of the application or the filing date of a supplement, amendment or other change to the application.

Waiver Requests

18 C.F.R. § 292.204(a)(3) allows an applicant to request a waiver to modify the method of calculation pursuant to 18 C.F.R. § 292.204(a)(2) to determine if two facilities are considered to be located at the same site, for good cause. 18 C.F.R. § 292.205(c) allows an applicant to request waiver of the requirements of 18 C.F.R. §§ 292.205(a) and (b) for operating and efficiency upon a showing that the facility will produce significant energy savings. A request for waiver of these requirements must be submitted as a petition for declaratory order, with the appropriate filing fee for a petition for declaratory order. Applicants requesting Commission recertification as part of a request for waiver of one of these requirements should electronically submit their completed Form 556 along with their petition for declaratory order, rather than filing their Form 556 as a separate request for Commission recertification. Only the filing fee for the petition for declaratory order must be paid to cover both the waiver request and the request for recertification *if such requests are made simultaneously*.

18 C.F.R. § 292.203(d)(2) allows an applicant to request a waiver of the Form 556 filing requirements, for good cause. Applicants filing a petition for declaratory order requesting a waiver under 18 C.F.R. § 292.203(d)(2) do not need to complete or submit a Form 556 with their petition.

Geographic Coordinates

If a street address does not exist for your facility, then line 3c of the Form 556 requires you to report your facility's geographic coordinates (latitude and longitude). Geographic coordinates may be obtained from several different sources. You can find links to online services that show latitude and longitude coordinates on online maps by visiting the Commission's QF webpage at www.ferc.gov/QF and clicking the Geographic Coordinates link. You may also be able to obtain your geographic coordinates from a GPS device, Google Earth (available free at <http://earth.google.com>), a property survey, various engineering or construction drawings, a property deed, or a municipal or county map showing property lines.

Filing Privileged Data or Critical Energy Infrastructure Information in a Form 556

The Commission's regulations provide procedures for applicants to either (1) request that any information submitted with a Form 556 be given privileged treatment because the information is exempt from the mandatory public disclosure requirements of the Freedom of Information Act, 5 U.S.C. § 552, and should be withheld from public disclosure; or (2) identify any documents containing critical energy infrastructure information (CEII) as defined in 18 C.F.R. § 388.113 that should not be made public.

If you are seeking privileged treatment or CEII status for any data in your Form 556, then you must follow the procedures in 18 C.F.R. § 388.112. See www.ferc.gov/help/filing-guide/file-ceii.asp for more information.

Among other things (see 18 C.F.R. § 388.112 for other requirements), applicants seeking privileged treatment or CEII status for data submitted in a Form 556 must prepare and file both (1) a complete version of the Form 556 (containing the privileged and/or CEII data), and (2) a public version of the Form 556 (with the privileged and/or CEII data redacted). Applicants preparing and filing these different versions of their Form 556 must indicate below the security designation of this version of their document. If you are *not* seeking privileged treatment or CEII status for any of your Form 556 data, then you should not respond to any of the items on this page.

<p>Non-Public: Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This non-public version of the applicant's Form 556 contains all data, including the data that is redacted in the (separate) public version of the applicant's Form 556.</p>
<p>Public (redacted): Applicant is seeking privileged treatment and/or CEII status for data contained in the Form 556 lines indicated below. This public version of the applicants's Form 556 contains all data <u>except</u> for data from the lines indicated below, which has been redacted.</p>
<p>Privileged: Indicate below which lines of your form contain data for which you are seeking privileged treatment</p>
<p>Critical Energy Infrastructure Information (CEII): Indicate below which lines of your form contain data for which you are seeking CEII status</p>

The eFiling process described on page 2 will allow you to identify which versions of the electronic documents you submit are public, privileged and/or CEII. The filenames for such documents should begin with "Public", "Priv", or "CEII", as applicable, to clearly indicate the security designation of the file. Both versions of the Form 556 should be unaltered PDF copies of the Form 556, as available for download from www.ferc.gov/QF. To redact data from the public copy of the submittal, simply omit the relevant data from the Form. For numerical fields, leave the redacted fields blank. For text fields, complete as much of the field as possible, and replace the redacted portions of the field with the word "REDACTED" in brackets. Be sure to identify above all fields which contain data for which you are seeking non-public status.

The Commission is not responsible for detecting or correcting filer errors, including those errors related to security designation. If your documents contain sensitive information, make sure they are filed using the proper security designation.

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC

OMB Control # 1902-0075
Expiration 06/30/2019

Form 556

Certification of Qualifying Facility (QF) Status for a Small Power
Production or Cogeneration Facility

OFFICIAL COPY

Feb 26 2021

Application Information

1a Full name of applicant (legal entity on whose behalf qualifying facility status is sought for this facility)

Energix Nokesville, LLC

1b Applicant street address

2311 Wilson Blvd. STE 640

1c City

Arlington

1d State/province

VA

1e Postal code

22201

1f Country (if not United States)

1g Telephone number

(703) 373-7345

1h Has the instant facility ever previously been certified as a QF? Yes ☒ No ☐

1i If yes, provide the docket number of the last known QF filing pertaining to this facility: QF 20 - 422 - 000

1j Under which certification process is the applicant making this filing?

☒ Notice of self-certification
(see note below)

☐ Application for Commission certification (requires filing
fee; see "Filing Fee" section on page 3)

Note: a notice of self-certification is a notice by the applicant itself that its facility complies with the requirements for QF status. A notice of self-certification does not establish a proceeding, and the Commission does not review a notice of self-certification to verify compliance. See the "What to Expect From the Commission After You File" section on page 3 for more information.

1k What type(s) of QF status is the applicant seeking for its facility? (check all that apply)

☒ Qualifying small power production facility status

☐ Qualifying cogeneration facility status

1l What is the purpose and expected effective date(s) of this filing?

☐ Original certification; facility expected to be installed by _____ and to begin operation on _____

☒ Change(s) to a previously certified facility to be effective on 12/24/19

(identify type(s) of change(s) below, and describe change(s) in the Miscellaneous section starting on page 19)

☒ Name change and/or other administrative change(s)

☒ Change in ownership

☐ Change(s) affecting plant equipment, fuel use, power production capacity and/or cogeneration thermal output

☐ Supplement or correction to a previous filing submitted on _____

(describe the supplement or correction in the Miscellaneous section starting on page 19)

1m If any of the following three statements is true, check the box(es) that describe your situation and complete the form to the extent possible, explaining any special circumstances in the Miscellaneous section starting on page 19.

☐ The instant facility complies with the Commission's QF requirements by virtue of a waiver of certain regulations previously granted by the Commission in an order dated _____ (specify any other relevant waiver orders in the Miscellaneous section starting on page 19)

☐ The instant facility would comply with the Commission's QF requirements if a petition for waiver submitted concurrently with this application is granted

☐ The instant facility complies with the Commission's regulations, but has special circumstances, such as the employment of unique or innovative technologies not contemplated by the structure of this form, that make the demonstration of compliance via this form difficult or impossible (describe in Misc. section starting on p. 19)

Contact Information	2a Name of contact person Itamar Sarussi		2b Telephone number (703) 373-7345	
	2c Which of the following describes the contact person's relationship to the applicant? (check one) <input type="checkbox"/> Applicant (self) <input type="checkbox"/> Employee, owner or partner of applicant authorized to represent the applicant <input checked="" type="checkbox"/> Employee of a company affiliated with the applicant authorized to represent the applicant on this matter <input type="checkbox"/> Lawyer, consultant, or other representative authorized to represent the applicant on this matter			
	2d Company or organization name (if applicant is an individual, check here and skip to line 2e) <input type="checkbox"/> Energix US, LLC			
	2e Street address (if same as Applicant, check here and skip to line 3a) <input checked="" type="checkbox"/>			
	2f City		2g State/province	
	2h Postal code		2i Country (if not United States)	
Facility Identification and Location	3a Facility name Energix Nokesville, LLC			
	3b Street address (if a street address does not exist for the facility, check here and skip to line 3c) <input checked="" type="checkbox"/>			
	3c Geographic coordinates: If you indicated that no street address exists for your facility by checking the box in line 3b, then you must specify the latitude and longitude coordinates of the facility in degrees (to three decimal places). Use the following formula to convert to decimal degrees from degrees, minutes and seconds: decimal degrees = degrees + (minutes/60) + (seconds/3600). See the "Geographic Coordinates" section on page 4 for help. If you provided a street address for your facility in line 3b, then specifying the geographic coordinates below is optional.			
	Longitude <input type="checkbox"/> East (+) _____ 77.593 degrees <input checked="" type="checkbox"/> West (-) _____		Latitude <input checked="" type="checkbox"/> North (+) _____ 38.672 degrees <input type="checkbox"/> South (-) _____	
	3d City (if unincorporated, check here and enter nearest city) <input type="checkbox"/> Nokesville		3e State/province Virginia	
	3f County (or check here for independent city) <input type="checkbox"/> Prince William		3g Country (if not United States)	
Transacting Utilities	Identify the electric utilities that are contemplated to transact with the facility.			
	4a Identify utility interconnecting with the facility Virginia Electric and Power Company d/b/a Dominion Energy Virginia			
	4b Identify utilities providing wheeling service or check here if none <input checked="" type="checkbox"/>			
	4c Identify utilities purchasing the useful electric power output or check here if none <input type="checkbox"/> Virginia Electric and Power Company d/b/a Dominion Energy Virginia			
	4d Identify utilities providing supplementary power, backup power, maintenance power, and/or interruptible power service or check here if none <input type="checkbox"/> Virginia Electric and Power Company d/b/a Dominion Energy Virginia			



Ownership and Operation

5a Direct ownership as of effective date or operation date: Identify all direct owners of the facility holding at least 10 percent equity interest. For each identified owner, also (1) indicate whether that owner is an electric utility, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or a holding company, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)), and (2) for owners which are electric utilities or holding companies, provide the percentage of equity interest in the facility held by that owner. If no direct owners hold at least 10 percent equity interest in the facility, then provide the required information for the two direct owners with the largest equity interest in the facility.

Full legal names of direct owners	Electric utility or holding company	If Yes, % equity interest
1) <u>Energix Nokesville, LLC</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	100 %
2) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
3) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
4) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
5) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
6) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
7) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
8) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
9) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %
10) _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ %

☐ Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

5b Upstream (i.e., indirect) ownership as of effective date or operation date: Identify all upstream (i.e., indirect) owners of the facility that both (1) hold at least 10 percent equity interest in the facility, and (2) are electric utilities, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or holding companies, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)). Also provide the percentage of equity interest in the facility held by such owners. (Note that, because upstream owners may be subsidiaries of one another, total percent equity interest reported may exceed 100 percent.)

Check here if no such upstream owners exist. ☐

Full legal names of electric utility or holding company upstream owners	% equity interest
1) <u>Energix VA2 Project Holdco, LLC</u>	100 %
2) <u>Energix US, LLC</u>	100 %
3) <u>Energix - Renewable Energies Ltd.</u>	100 %
4) _____	_____ %
5) _____	_____ %
6) _____	_____ %
7) _____	_____ %
8) _____	_____ %
9) _____	_____ %
10) _____	_____ %

☐ Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

5c Identify the facility operator

Energix Nokesville, LLC

Energy Input

6a Describe the primary energy input: (check one main category and, if applicable, one subcategory)

- ☐ Biomass (specify)
☐ Landfill gas
☐ Manure digester gas
☐ Municipal solid waste
☐ Sewage digester gas
☐ Wood
☐ Other biomass (describe on page 19)
☐ Waste (specify type below in line 6b)
- ☒ Renewable resources (specify)
☐ Hydro power - river
☐ Hydro power - tidal
☐ Hydro power - wave
☒ Solar - photovoltaic
☐ Solar - thermal
☐ Wind
☐ Other renewable resource (describe on page 19)
- ☐ Geothermal
☐ Fossil fuel (specify)
☐ Coal (not waste)
☐ Fuel oil/diesel
☐ Natural gas (not waste)
☐ Other fossil fuel (describe on page 19)
☐ Other (describe on page 19)

6b If you specified "waste" as the primary energy input in line 6a, indicate the type of waste fuel used: (check one)

- ☐ Waste fuel listed in 18 C.F.R. § 292.202(b) (specify one of the following)
- ☐ Anthracite culm produced prior to July 23, 1985
 - ☐ Anthracite refuse that has an average heat content of 6,000 Btu or less per pound and has an average ash content of 45 percent or more
 - ☐ Bituminous coal refuse that has an average heat content of 9,500 Btu per pound or less and has an average ash content of 25 percent or more
 - ☐ Top or bottom subbituminous coal produced on Federal lands or on Indian lands that has been determined to be waste by the United States Department of the Interior's Bureau of Land Management (BLM) or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that the applicant shows that the latter coal is an extension of that determined by BLM to be waste
 - ☐ Coal refuse produced on Federal lands or on Indian lands that has been determined to be waste by the BLM or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that applicant shows that the latter is an extension of that determined by BLM to be waste
 - ☐ Lignite produced in association with the production of montan wax and lignite that becomes exposed as a result of such a mining operation
 - ☐ Gaseous fuels (except natural gas and synthetic gas from coal) (describe on page 19)
 - ☐ Waste natural gas from gas or oil wells (describe on page 19 how the gas meets the requirements of 18 C.F.R. § 2.400 for waste natural gas; include with your filing any materials necessary to demonstrate compliance with 18 C.F.R. § 2.400)
 - ☐ Materials that a government agency has certified for disposal by combustion (describe on page 19)
 - ☐ Heat from exothermic reactions (describe on page 19)
 - ☐ Residual heat (describe on page 19)
 - ☐ Used rubber tires
 - ☐ Plastic materials
 - ☐ Refinery off-gas
 - ☐ Petroleum coke
- ☐ Other waste energy input that has little or no commercial value and exists in the absence of the qualifying facility industry (describe in the Miscellaneous section starting on page 19; include a discussion of the fuel's lack of commercial value and existence in the absence of the qualifying facility industry)

6c Provide the average energy input, calculated on a calendar year basis, in terms of Btu/h for the following fossil fuel energy inputs, and provide the related percentage of the total average annual energy input to the facility (18 C.F.R. § 292.202(j)). For any oil or natural gas fuel, use lower heating value (18 C.F.R. § 292.202(m)).

Fuel	Annual average energy input for specified fuel	Percentage of total annual energy input
Natural gas	0 Btu/h	0 %
Oil-based fuels	0 Btu/h	0 %
Coal	0 Btu/h	0 %



Technical Facility Information

Indicate the maximum gross and maximum net electric power production capacity of the facility at the point(s) of delivery by completing the worksheet below. Respond to all items. If any of the parasitic loads and/or losses identified in lines 7b through 7e are negligible, enter zero for those lines.

7a The maximum gross power production capacity at the terminals of the individual generator(s) under the most favorable anticipated design conditions	20,000 kW
7b Parasitic station power used at the facility to run equipment which is necessary and integral to the power production process (boiler feed pumps, fans/blowers, office or maintenance buildings directly related to the operation of the power generating facility, etc.). If this facility includes non-power production processes (for instance, power consumed by a cogeneration facility's thermal host), do not include any power consumed by the non-power production activities in your reported parasitic station power.	100 kW
7c Electrical losses in interconnection transformers	360 kW
7d Electrical losses in AC/DC conversion equipment, if any	0 kW
7e Other interconnection losses in power lines or facilities (other than transformers and AC/DC conversion equipment) between the terminals of the generator(s) and the point of interconnection with the utility	0 kW
7f Total deductions from gross power production capacity = 7b + 7c + 7d + 7e	460.0 kW
7g Maximum net power production capacity = 7a - 7f	19,540.0 kW

7h Description of facility and primary components: Describe the facility and its operation. Identify all boilers, heat recovery steam generators, prime movers (any mechanical equipment driving an electric generator), electrical generators, photovoltaic solar equipment, fuel cell equipment and/or other primary power generation equipment used in the facility. Descriptions of components should include (as applicable) specifications of the nominal capacities for mechanical output, electrical output, or steam generation of the identified equipment. For each piece of equipment identified, clearly indicate how many pieces of that type of equipment are included in the plant, and which components are normally operating or normally in standby mode. Provide a description of how the components operate as a system. Applicants for cogeneration facilities do not need to describe operations of systems that are clearly depicted on and easily understandable from a cogeneration facility's attached mass and heat balance diagram; however, such applicants should provide any necessary description needed to understand the sequential operation of the facility depicted in their mass and heat balance diagram. If additional space is needed, continue in the Miscellaneous section starting on page 19.

The facility will be a 20.0 MW AC photovoltaic (PV) array comprised of approximately (61,904) 420Wp modules (or equivalent) attached to ground-mounted racks. The facility will utilize approximately (8) 2750kVa inverters (or equivalent).

Information Required for Small Power Production Facility

If you indicated in line 1k that you are seeking qualifying small power production facility status for your facility, then you must respond to the items on this page. Otherwise, skip page 10.

Certification of Compliance with Size Limitations	<p>Pursuant to 18 C.F.R. § 292.204(a), the power production capacity of any small power production facility, together with the power production capacity of any other small power production facilities that use the same energy resource, are owned by the same person(s) or its affiliates, and are located at the same site, may not exceed 80 megawatts. To demonstrate compliance with this size limitation, or to demonstrate that your facility is exempt from this size limitation under the Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Pub. L. 101-575, 104 Stat. 2834 (1990) <i>as amended by</i> Pub. L. 102-46, 105 Stat. 249 (1991)), respond to lines 8a through 8e below (as applicable).</p>																
	<p>8a Identify any facilities with electrical generating equipment located within 1 mile of the electrical generating equipment of the instant facility, and for which any of the entities identified in lines 5a or 5b, or their affiliates, holds at least a 5 percent equity interest.</p>																
	<p>Check here if no such facilities exist. <input checked="" type="checkbox"/></p>																
	<table border="1"> <thead> <tr> <th>Facility location (city or county, state)</th> <th>Root docket # (if any)</th> <th>Common owner(s)</th> <th>Maximum net power production capacity</th> </tr> </thead> <tbody> <tr> <td>1) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>2) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> <tr> <td>3) _____</td> <td>QF - _____</td> <td>_____</td> <td>_____ kW</td> </tr> </tbody> </table>	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity	1) _____	QF - _____	_____	_____ kW	2) _____	QF - _____	_____	_____ kW	3) _____	QF - _____	_____	_____ kW
	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity													
	1) _____	QF - _____	_____	_____ kW													
2) _____	QF - _____	_____	_____ kW														
3) _____	QF - _____	_____	_____ kW														
<p><input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed</p>																	
<p>8b The Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Incentives Act) provides exemption from the size limitations in 18 C.F.R. § 292.204(a) for certain facilities that were certified prior to 1995. Are you seeking exemption from the size limitations in 18 C.F.R. § 292.204(a) by virtue of the Incentives Act?</p> <p><input type="checkbox"/> Yes (continue at line 8c below) <input checked="" type="checkbox"/> No (skip lines 8c through 8e)</p>																	
<p>8c Was the original notice of self-certification or application for Commission certification of the facility filed on or before December 31, 1994? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																	
<p>8d Did construction of the facility commence on or before December 31, 1999? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																	
<p>8e If you answered No in line 8d, indicate whether reasonable diligence was exercised toward the completion of the facility, taking into account all factors relevant to construction? Yes <input type="checkbox"/> No <input type="checkbox"/> If you answered Yes, provide a brief narrative explanation in the Miscellaneous section starting on page 19 of the construction timeline (in particular, describe why construction started so long after the facility was certified) and the diligence exercised toward completion of the facility.</p>																	
Certification of Compliance with Fuel Use Requirements	<p>Pursuant to 18 C.F.R. § 292.204(b), qualifying small power production facilities may use fossil fuels, in minimal amounts, for only the following purposes: ignition; start-up; testing; flame stabilization; control use; alleviation or prevention of unanticipated equipment outages; and alleviation or prevention of emergencies, directly affecting the public health, safety, or welfare, which would result from electric power outages. The amount of fossil fuels used for these purposes may not exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																
	<p>9a Certification of compliance with 18 C.F.R. § 292.204(b) with respect to uses of fossil fuel:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the facility will use fossil fuels <i>exclusively</i> for the purposes listed above.</p>																
	<p>9b Certification of compliance with 18 C.F.R. § 292.204(b) with respect to amount of fossil fuel used annually:</p> <p><input checked="" type="checkbox"/> Applicant certifies that the amount of fossil fuel used at the facility will not, in aggregate, exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.</p>																



Information Required for Cogeneration Facility

If you indicated in line 1k that you are seeking qualifying cogeneration facility status for your facility, then you must respond to the items on pages 11 through 13. Otherwise, skip pages 11 through 13.

General Cogeneration Information	Pursuant to 18 C.F.R. § 292.202(c), a cogeneration facility produces electric energy and forms of useful thermal energy (such as heat or steam) used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy. Pursuant to 18 C.F.R. § 292.202(s), "sequential use" of energy means the following: (1) for a topping-cycle cogeneration facility, the use of reject heat from a power production process in sufficient amounts in a thermal application or process to conform to the requirements of the operating standard contained in 18 C.F.R. § 292.205(a); or (2) for a bottoming-cycle cogeneration facility, the use of at least some reject heat from a thermal application or process for power production.	
	10a What type(s) of cogeneration technology does the facility represent? (check all that apply)	
	<input type="checkbox"/> Topping-cycle cogeneration	<input type="checkbox"/> Bottoming-cycle cogeneration
	10b To help demonstrate the sequential operation of the cogeneration process, and to support compliance with other requirements such as the operating and efficiency standards, include with your filing a mass and heat balance diagram depicting average annual operating conditions. This diagram must include certain items and meet certain requirements, as described below. You must check next to the description of each requirement below to certify that you have complied with these requirements.	
	Check to certify compliance with indicated requirement	Requirement
	<input type="checkbox"/>	Diagram must show orientation within system piping and/or ducts of all prime movers, heat recovery steam generators, boilers, electric generators, and condensers (as applicable), as well as any other primary equipment relevant to the cogeneration process.
	<input type="checkbox"/>	Any average annual values required to be reported in lines 10b, 12a, 13a, 13b, 13d, 13f, 14a, 15b, 15d and/or 15f must be computed over the anticipated hours of operation.
	<input type="checkbox"/>	Diagram must specify all fuel inputs by fuel type and average annual rate in Btu/h. Fuel for supplementary firing should be specified separately and clearly labeled. All specifications of fuel inputs should use lower heating values.
	<input type="checkbox"/>	Diagram must specify average gross electric output in kW or MW for each generator.
	<input type="checkbox"/>	Diagram must specify average mechanical output (that is, any mechanical energy taken off of the shaft of the prime movers for purposes not directly related to electric power generation) in horsepower, if any. Typically, a cogeneration facility has no mechanical output.
<input type="checkbox"/>	At each point for which working fluid flow conditions are required to be specified (see below), such flow condition data must include mass flow rate (in lb/h or kg/s), temperature (in °F, R, °C or K), absolute pressure (in psia or kPa) and enthalpy (in Btu/lb or kJ/kg). Exception: For systems where the working fluid is <i>liquid only</i> (no vapor at any point in the cycle) and where the type of liquid and specific heat of that liquid are clearly indicated on the diagram or in the Miscellaneous section starting on page 19, only mass flow rate and temperature (not pressure and enthalpy) need be specified. For reference, specific heat at standard conditions for pure liquid water is approximately 1.002 Btu/(lb*R) or 4.195 kJ/(kg*K).	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at input to and output from each steam turbine or other expansion turbine or back-pressure turbine.	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at delivery to and return from each thermal application.	
<input type="checkbox"/>	Diagram must specify working fluid flow conditions at make-up water inputs.	

EPA 2005 Requirements for Fundamental Use of Energy Output from Cogeneration Facilities

EPA 2005 cogeneration facilities: The Energy Policy Act of 2005 (EPA 2005) established a new section 210(n) of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 USC 824a-3(n), with additional requirements for any qualifying cogeneration facility that (1) is seeking to sell electric energy pursuant to section 210 of PURPA and (2) was either not a cogeneration facility on August 8, 2005, or had not filed a self-certification or application for Commission certification of QF status on or before February 1, 2006. These requirements were implemented by the Commission in 18 C.F.R. § 292.205(d). Complete the lines below, carefully following the instructions, to demonstrate whether these additional requirements apply to your cogeneration facility and, if so, whether your facility complies with such requirements.

11a Was your facility operating as a qualifying cogeneration facility on or before August 8, 2005? Yes ☐ No ☐

11b Was the initial filing seeking certification of your facility (whether a notice of self-certification or an application for Commission certification) filed on or before February 1, 2006? Yes ☐ No ☐

If the answer to either line 11a or 11b is Yes, then continue at line 11c below. Otherwise, if the answers to both lines 11a and 11b are No, skip to line 11e below.

11c With respect to the design and operation of the facility, have any changes been implemented on or after February 2, 2006 that affect general plant operation, affect use of thermal output, and/or increase net power production capacity from the plant's capacity on February 1, 2006?

☐ Yes (continue at line 11d below)

No. Your facility is not subject to the requirements of 18 C.F.R. § 292.205(d) at this time. However, it may be subject to these requirements in the future if changes are made to the facility. At such time, the applicant would need to recertify the facility to determine eligibility. Skip lines 11d through 11j.

☐

11d Does the applicant contend that the changes identified in line 11c are not so significant as to make the facility a "new" cogeneration facility that would be subject to the 18 C.F.R. § 292.205(d) cogeneration requirements?

Yes. Provide in the Miscellaneous section starting on page 19 a description of any relevant changes made to the facility (including the purpose of the changes) and a discussion of why the facility should not be considered a "new" cogeneration facility in light of these changes. Skip lines 11e through 11j.

☐

No. Applicant stipulates to the fact that it is a "new" cogeneration facility (for purposes of determining the applicability of the requirements of 18 C.F.R. § 292.205(d)) by virtue of modifications to the facility that were initiated on or after February 2, 2006. Continue below at line 11e.

☐

11e Will electric energy from the facility be sold pursuant to section 210 of PURPA?

☐ Yes. The facility is an EPA 2005 cogeneration facility. You must demonstrate compliance with 18 C.F.R. § 292.205(d)(2) by continuing at line 11f below.

No. Applicant certifies that energy will *not* be sold pursuant to section 210 of PURPA. Applicant also certifies its understanding that it must recertify its facility in order to determine compliance with the requirements of 18 C.F.R. § 292.205(d) *before* selling energy pursuant to section 210 of PURPA in the future. Skip lines 11f through 11j.

☐

11f Is the net power production capacity of your cogeneration facility, as indicated in line 7g above, less than or equal to 5,000 kW?

Yes, the net power production capacity is less than or equal to 5,000 kW. 18 C.F.R. § 292.205(d)(4) provides a rebuttable presumption that cogeneration facilities of 5,000 kW and smaller capacity comply with the requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2). Applicant certifies its understanding that, should the power production capacity of the facility increase above 5,000 kW, then the facility must be recertified to (among other things) demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Skip lines 11g through 11j.

☐

No, the net power production capacity is greater than 5,000 kW. Demonstrate compliance with the requirements for fundamental use of the facility's energy output in 18 C.F.R. § 292.205(d)(2) by continuing on the next page at line 11g.

☐



EPAct 2005 Requirements for Fundamental Use of Energy Output from Cogeneration Facilities (continued)

Lines 11g through 11k below guide the applicant through the process of demonstrating compliance with the requirements for "fundamental use" of the facility's energy output. 18 C.F.R. § 292.205(d)(2). Only respond to the lines on this page if the instructions on the previous page direct you to do so. Otherwise, skip this page.

18 C.F.R. § 292.205(d)(2) requires that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility. If you were directed on the previous page to respond to the items on this page, then your facility is an EPAct 2005 cogeneration facility that is subject to this "fundamental use" requirement.

The Commission's regulations provide a two-pronged approach to demonstrating compliance with the requirements for fundamental use of the facility's energy output. First, the Commission has established in 18 C.F.R. § 292.205(d)(3) a "fundamental use test" that can be used to demonstrate compliance with 18 C.F.R. § 292.205(d)(2). Under the fundamental use test, a facility is considered to comply with 18 C.F.R. § 292.205(d)(2) if at least 50 percent of the facility's total annual energy output (including electrical, thermal, chemical and mechanical energy output) is used for industrial, commercial, residential or institutional purposes.

Second, an applicant for a facility that does not pass the fundamental use test may provide a narrative explanation of and support for its contention that the facility nonetheless meets the requirement that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility.

Complete lines 11g through 11j below to determine compliance with the fundamental use test in 18 C.F.R. § 292.205(d)(3). Complete lines 11g through 11j *even if you do not intend to rely upon the fundamental use test to demonstrate compliance with 18 C.F.R. § 292.205(d)(2)*.

11g Amount of electrical, thermal, chemical and mechanical energy output (net of internal generation plant losses and parasitic loads) expected to be used annually for industrial, commercial, residential or institutional purposes and not sold to an electric utility	MWh
11h Total amount of electrical, thermal, chemical and mechanical energy expected to be sold to an electric utility	MWh
11i Percentage of total annual energy output expected to be used for industrial, commercial, residential or institutional purposes and not sold to a utility = $100 * 11g / (11g + 11h)$	0 %

11j Is the response in line 11i greater than or equal to 50 percent?

Yes. Your facility complies with 18 C.F.R. § 292.205(d)(2) by virtue of passing the fundamental use test provided in 18 C.F.R. § 292.205(d)(3). Applicant certifies its understanding that, if it is to rely upon passing the fundamental use test as a basis for complying with 18 C.F.R. § 292.205(d)(2), then the facility must comply with the fundamental use test both in the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years.

No. Your facility does not pass the fundamental use test. Instead, you must provide in the Miscellaneous section starting on page 19 a narrative explanation of and support for why your facility meets the requirement that the electrical, thermal, chemical and mechanical output of an EPAct 2005 cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a QF to its host facility. Applicants providing a narrative explanation of why their facility should be found to comply with 18 C.F.R. § 292.205(d)(2) in spite of non-compliance with the fundamental use test may want to review paragraphs 47 through 61 of Order No. 671 (accessible from the Commission's QF website at www.ferc.gov/QF), which provide discussion of the facts and circumstances that may support their explanation. Applicant should also note that the percentage reported above will establish the standard that that facility must comply with, both for the 12-month period beginning with the date the facility first produces electric energy, and in all subsequent calendar years. See Order No. 671 at paragraph 51. As such, the applicant should make sure that it reports appropriate values on lines 11g and 11h above to serve as the relevant annual standard, taking into account expected variations in production conditions.

Information Required for Topping-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents topping-cycle cogeneration technology, then you must respond to the items on pages 14 and 15. Otherwise, skip pages 14 and 15.

Usefulness of Topping-Cycle Thermal Output	<p>The thermal energy output of a topping-cycle cogeneration facility is the net energy made available to an industrial or commercial process or used in a heating or cooling application. Pursuant to sections 292.202(c), (d) and (h) of the Commission's regulations (18 C.F.R. §§ 292.202(c), (d) and (h)), the thermal energy output of a qualifying topping-cycle cogeneration facility must be useful. In connection with this requirement, describe the thermal output of the topping-cycle cogeneration facility by responding to lines 12a and 12b below.</p>		
	<p>12a Identify and describe each thermal host, and specify the annual average rate of thermal output made available to each host for each use. For hosts with multiple uses of thermal output, provide the data for each use in separate rows.</p>		
	Name of entity (thermal host) taking thermal output	Thermal host's relationship to facility; Thermal host's use of thermal output	Average annual rate of thermal output attributable to use (net of heat contained in process return or make-up water)
	1)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	2)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	3)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	4)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	5)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	6)	Select thermal host's relationship to facility Select thermal host's use of thermal output	Btu/h
	<p><input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed</p>		
<p>12b Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each use of the thermal output identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's use of thermal output is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific use of thermal output related to the instant facility, then you need only provide a brief description of that use and a reference by date and docket number to the order certifying your facility with the indicated use. Such exemption may not be used if any change creates a material deviation from the previously authorized use.) If additional space is needed, continue in the Miscellaneous section starting on page 19.</p>			

Topping-Cycle Operating and Efficiency Value Calculation

Applicants for facilities representing topping-cycle technology must demonstrate compliance with the topping-cycle operating standard and, if applicable, efficiency standard. Section 292.205(a)(1) of the Commission's regulations (18 C.F.R. § 292.205(a)(1)) establishes the operating standard for topping-cycle cogeneration facilities: the useful thermal energy output must be no less than 5 percent of the total energy output. Section 292.205(a)(2) (18 C.F.R. § 292.205(a)(2)) establishes the efficiency standard for topping-cycle cogeneration facilities for which installation commenced on or after March 13, 1980: the useful power output of the facility plus one-half the useful thermal energy output must (A) be no less than 42.5 percent of the total energy input of natural gas and oil to the facility; and (B) if the useful thermal energy output is less than 15 percent of the total energy output of the facility, be no less than 45 percent of the total energy input of natural gas and oil to the facility. To demonstrate compliance with the topping-cycle operating and/or efficiency standards, or to demonstrate that your facility is exempt from the efficiency standard based on the date that installation commenced, respond to lines 13a through 13l below.

If you indicated in line 10a that your facility represents *both* topping-cycle and bottoming-cycle cogeneration technology, then respond to lines 13a through 13l below considering only the energy inputs and outputs attributable to the topping-cycle portion of your facility. Your mass and heat balance diagram must make clear which mass and energy flow values and system components are for which portion (topping or bottoming) of the cogeneration system.

13a Indicate the annual average rate of useful thermal energy output made available to the host(s), net of any heat contained in condensate return or make-up water	Btu/h
13b Indicate the annual average rate of net electrical energy output	kW
13c Multiply line 13b by 3,412 to convert from kW to Btu/h	0 Btu/h
13d Indicate the annual average rate of mechanical energy output taken directly off of the shaft of a prime mover for purposes not directly related to power production (this value is usually zero)	hp
13e Multiply line 13d by 2,544 to convert from hp to Btu/h	0 Btu/h
13f Indicate the annual average rate of energy input from natural gas and oil	Btu/h
13g Topping-cycle operating value = $100 * 13a / (13a + 13c + 13e)$	0 %
13h Topping-cycle efficiency value = $100 * (0.5 * 13a + 13c + 13e) / 13f$	0 %
13i Compliance with operating standard: Is the operating value shown in line 13g greater than or equal to 5%? <input type="checkbox"/> Yes (complies with operating standard) <input type="checkbox"/> No (does not comply with operating standard)	
13j Did installation of the facility in its current form commence on or after March 13, 1980? <input type="checkbox"/> Yes. Your facility is subject to the efficiency requirements of 18 C.F.R. § 292.205(a)(2). Demonstrate compliance with the efficiency requirement by responding to line 13k or 13l, as applicable, below. <input type="checkbox"/> No. Your facility is exempt from the efficiency standard. Skip lines 13k and 13l.	
13k Compliance with efficiency standard (for low operating value): If the operating value shown in line 13g is less than 15%, then indicate below whether the efficiency value shown in line 13h greater than or equal to 45%: <input type="checkbox"/> Yes (complies with efficiency standard) <input type="checkbox"/> No (does not comply with efficiency standard)	
13l Compliance with efficiency standard (for high operating value): If the operating value shown in line 13g is greater than or equal to 15%, then indicate below whether the efficiency value shown in line 13h is greater than or equal to 42.5%: <input type="checkbox"/> Yes (complies with efficiency standard) <input type="checkbox"/> No (does not comply with efficiency standard)	

Information Required for Bottoming-Cycle Cogeneration Facility

If you indicated in line 10a that your facility represents bottoming-cycle cogeneration technology, then you must respond to the items on pages 16 and 17. Otherwise, skip pages 16 and 17.

Usefulness of Bottoming-Cycle Thermal Output	<p>The thermal energy output of a bottoming-cycle cogeneration facility is the energy related to the process(es) from which at least some of the reject heat is then used for power production. Pursuant to sections 292.202(c) and (e) of the Commission's regulations (18 C.F.R. § 292.202(c) and (e)), the thermal energy output of a qualifying bottoming-cycle cogeneration facility must be useful. In connection with this requirement, describe the process(es) from which at least some of the reject heat is used for power production by responding to lines 14a and 14b below.</p>		
	<p>14a Identify and describe each thermal host and each bottoming-cycle cogeneration process engaged in by each host. For hosts with multiple bottoming-cycle cogeneration processes, provide the data for each process <i>in separate rows</i>.</p>		
	Name of entity (thermal host) performing the process from which at least some of the reject heat is used for power production	Thermal host's relationship to facility; Thermal host's process type	Has the energy input to the thermal host been augmented for purposes of increasing power production capacity? (if Yes, describe on p. 19)
	1)	Select thermal host's relationship to facility Select thermal host's process type	Yes <input type="checkbox"/> No <input type="checkbox"/>
	2)	Select thermal host's relationship to facility Select thermal host's process type	Yes <input type="checkbox"/> No <input type="checkbox"/>
	3)	Select thermal host's relationship to facility Select thermal host's process type	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed		
	<p>14b Demonstration of usefulness of thermal output: At a minimum, provide a brief description of each process identified above. In some cases, this brief description is sufficient to demonstrate usefulness. However, if your facility's process is not common, and/or if the usefulness of such thermal output is not reasonably clear, then you must provide additional details as necessary to demonstrate usefulness. Your application may be rejected and/or additional information may be required if an insufficient showing of usefulness is made. (Exception: If you have previously received a Commission certification approving a specific bottoming-cycle process related to the instant facility, then you need only provide a brief description of that process and a reference by date and docket number to the order certifying your facility with the indicated process. Such exemption may not be used if any material changes to the process have been made.) If additional space is needed, continue in the Miscellaneous section starting on page 19.</p>		

Bottoming-Cycle Operating and Efficiency Value Calculation

Applicants for facilities representing bottoming-cycle technology and for which installation commenced on or after March 13, 1990 must demonstrate compliance with the bottoming-cycle efficiency standards. Section 292.205(b) of the Commission's regulations (18 C.F.R. § 292.205(b)) establishes the efficiency standard for bottoming-cycle cogeneration facilities: the useful power output of the facility must be no less than 45 percent of the energy input of natural gas and oil for supplementary firing. To demonstrate compliance with the bottoming-cycle efficiency standard (if applicable), or to demonstrate that your facility is exempt from this standard based on the date that installation of the facility began, respond to lines 15a through 15h below.

If you indicated in line 10a that your facility represents *both* topping-cycle and bottoming-cycle cogeneration technology, then respond to lines 15a through 15h below considering only the energy inputs and outputs attributable to the bottoming-cycle portion of your facility. Your mass and heat balance diagram must make clear which mass and energy flow values and system components are for which portion of the cogeneration system (topping or bottoming).

15a Did installation of the facility in its current form commence on or after March 13, 1980?

- ☐ Yes. Your facility is subject to the efficiency requirement of 18 C.F.R. § 292.205(b). Demonstrate compliance with the efficiency requirement by responding to lines 15b through 15h below.
- ☐ No. Your facility is exempt from the efficiency standard. Skip the rest of page 17.

15b Indicate the annual average rate of net electrical energy output

kW

15c Multiply line 15b by 3,412 to convert from kW to Btu/h

0 Btu/h

15d Indicate the annual average rate of mechanical energy output taken directly off of the shaft of a prime mover for purposes not directly related to power production (this value is usually zero)

hp

15e Multiply line 15d by 2,544 to convert from hp to Btu/h

0 Btu/h

15f Indicate the annual average rate of supplementary energy input from natural gas or oil

Btu/h

15g Bottoming-cycle efficiency value = $100 * (15c + 15e) / 15f$

0 %

15h Compliance with efficiency standard: Indicate below whether the efficiency value shown in line 15g is greater than or equal to 45%:

☐ Yes (complies with efficiency standard)

☐ No (does not comply with efficiency standard)



Certificate of Completeness, Accuracy and Authority

Applicant must certify compliance with and understanding of filing requirements by checking next to each item below and signing at the bottom of this section. Forms with incomplete Certificates of Completeness, Accuracy and Authority will be rejected by the Secretary of the Commission.

Signer identified below certifies the following: (check all items and applicable subitems)

- ☒ He or she has read the filing, including any information contained in any attached documents, such as cogeneration mass and heat balance diagrams, and any information contained in the Miscellaneous section starting on page 19, and knows its contents.
- ☒ He or she has provided all of the required information for certification, and the provided information is true as stated, to the best of his or her knowledge and belief.
- ☒ He or she possess full power and authority to sign the filing; as required by Rule 2005(a)(3) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(a)(3)), he or she is one of the following: (check one)
- ☐ The person on whose behalf the filing is made
 - ☒ An officer of the corporation, trust, association, or other organized group on behalf of which the filing is made
 - ☐ An officer, agent, or employee of the governmental authority, agency, or instrumentality on behalf of which the filing is made
 - ☐ A representative qualified to practice before the Commission under Rule 2101 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2101) and who possesses authority to sign
- ☒ He or she has reviewed all automatic calculations and agrees with their results, unless otherwise noted in the Miscellaneous section starting on page 19.
- ☒ He or she has provided a copy of this Form 556 and all attachments to the utilities with which the facility will interconnect and transact (see lines 4a through 4d), as well as to the regulatory authorities of the states in which the facility and those utilities reside. See the Required Notice to Public Utilities and State Regulatory Authorities section on page 3 for more information.

Provide your signature, address and signature date below. Rule 2005(c) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(c)) provides that persons filing their documents electronically may use typed characters representing his or her name to sign the filed documents. A person filing this document electronically should sign (by typing his or her name) in the space provided below.

Your Signature

Your address

Date

Itamar Sarussi

2311 Wilson Blvd. STE 640
Arlington, VA 22201

3/26/2020

Audit Notes

Commission Staff Use Only:



Miscellaneous

Use this space to provide any information for which there was not sufficient space in the previous sections of the form to provide. For each such item of information *clearly identify the line number that the information belongs to*. You may also use this space to provide any additional information you believe is relevant to the certification of your facility.

Your response below is not limited to one page. Additional page(s) will automatically be inserted into this form if the length of your response exceeds the space on this page. Use as many pages as you require.

The name and ownership of the applicant has changed and 4(c) was updated to reflect that Virginia Electric and Power Company d/b/a Dominion Energy Virginia will purchase the useful electric power output.

EXHIBIT F

Exhibit F is the Certificate of Public Convenience and Necessity to be provided by the Operator.

OR

If Facility is less than 5MW, the letter filed with the Virginia State Corporation Commission meeting the Requirements for Application for Construction of Electric Generating Facilities

AND/OR

Permit by Rule, as applicable.



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

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Matthew J. Strickler
Secretary of Natural Resources

David K. Paylor
Director
(804) 698-4000

February 20, 2020

Mike Stanton, Director of Development
Cypress Creek Renewables
3402 Pico Boulevard
Santa Monica, CA 90405

RE: Nokesville Solar LLC

Location: Prince William Count
Registration No.: RE0000061

Dear Mr. Stanton:

The Department of Environmental Quality (DEQ), after consultation with the Department of Historic Resources (DHR), the Department of Game and Inland Fisheries (DGIF), and the Department of Conservation and Recreation (DCR), has completed its review of the May 21, 2019, application by Nokesville Solar, LLC (Nokesville) for coverage under the Small Renewable Energy Project (Solar) Permit by Rule, 9VAC15 Chapter 60. Based upon this review, DEQ determines that the application satisfies the requirements of 9VAC15-60-30 provided Nokesville complies with the following:

- All commitments referenced within the Application Documents and Supplemental Information submitted December 17, 2019, provided in response to the incomplete determination of July 30, 2019;
- Submission as soon as practicable of final interconnection agreement according to 9VAC15-60-30 A 4;
- Submission as soon as practicable of final post-construction site map according to 9VAC15-60-70 A, and;
- Removal of all trees in accordance with the requirements of DGIF and the United States Fish and Wildlife Service (USFWS) to protect indigenous bat species as set forth in the DGIF guidelines and guidance found at:

OFFICIAL COPY

Feb 26 2021

• <https://www.dgif.virginia.gov/environmental-programs/environmental-services-section/>

• <https://www.dgif.virginia.gov/wildlife/bats/northern-long-eared-bat-application/>

• <https://www.dgif.virginia.gov/wildlife/bats/little-brown-bat-tri-colored-bat-winter-habitat-roosts-application/>

• <http://www.dgif.virginia.gov/wp-content/uploads/VDGIF-Time-of-Year-Restrictions-Table.pdf>.

Based upon compliance with the conditions stated above, authority is hereby granted to Nokesville to construct and operate a photovoltaic project located west of Carriage Ford Road, north of Warrenton Road and south and east of Route 28 on roughly 300 acres; with a cumulative total generating capacity of 20 MW AC, in accordance with all Application Documents, Supplemental Information and this letter of approval.

This authorization for construction and operation shall not relieve Nokesville of the responsibility to comply with all other applicable local, state and federal statutes and regulations, including but not limited to strict adherence to applicable state and local erosion and sediment control/storm water management laws. This authorization does not relieve Nokesville of the responsibility to obtain any certification that may be required from the State Corporation Commission.

DEQ strongly encourages Nokesville to incorporate the DCR Recommended Actions listed below:

- Use of appropriate seed mix/plants and seasonal mowing developed in consultation with DCR;
- Development of a monitoring and control plan for invasive species;
- The planting of native pollinator plants in the buffer areas of the planned facility, and;
- Minimizing habitat fragmentation by leaving round versus long, skinny natural cover and forest land fragments; retaining connective corridors that allow significant wildlife migration between fragments and designing the intervening landscape to benefit habitat; and natural cover as opposed to turf grass and mowed lawn.

DEQ strongly encourages Nokesville to incorporate the DGIF Recommended Actions by coordinating with DGIF regarding wildlife fencing that allows ingress and egress to the enclosure and minimizes the potential for the entrapment of white-tailed deer.

Nokesville must notify Mary E. Major, DEQ Office of Renewable Energy Permitting, of the actual date on which construction of the solar project commences and the date of operation as soon as practicable. A notification to DEQ must be made 30 days prior to any transfer of ownership or operation according to the provisions of 9VAC15-60-100 A.

Please note that if Nokesville is later found by DEQ not to qualify for coverage under the terms and conditions of the Solar Permit By Rule, then Nokesville could be subject to action under the enforcement provisions of the Solar Permit By Rule (9VAC15-60-140) for operation without a permit.

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of the service of this decision to initiate an appeal of this decision, by filing notice with:

David K. Paylor, Director
Virginia Department of Environmental Quality
ATTN: Office of Renewable Energy Permitting
Post Office Box 1105
Richmond, Virginia 23218

In the event this decision is served to you by mail, three days will be added to that period. Please refer to Part Two of the Rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the Circuit Court to which the appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

If you have any questions concerning this authorization under the Small Renewable Energy Project Permit By Rule, please contact Mary E. Major at 804-698-4423.

Sincerely,



Michael G. Dowd
Director, Air and Renewable Energy Division



July 31, 2020

To Whom it May Concern,

Please accept this letter as a formal request to terminate the current Power Purchase Agreement (PPA) in effect between Virginia Electric and Power Company and Suffolk Energy Partners, LP date October 14, 2014 for the sale of power produced from Suffolk Energy Partner's Qualifying Facility located at the Suffolk Landfill, effective midnight on July 31, 2020. Such termination is conditioned on Dominion Energy executing the attached replacement Schedule 19 PPA for the same facility effective August 1, 2020.

Best Regard,

A handwritten signature in black ink that reads "Michael Hall".

Michael Hall
Managing Partner
Suffolk Energy Partners, LP

**AGREEMENT FOR THE SALE
OF ELECTRICAL OUTPUT TO
VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AGREEMENT, effective as of the 1st day of August, 2020 (the “Effective Date”) by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation with its principal office in Richmond, Virginia, doing business as Dominion Energy Virginia hereinafter called “Dominion Energy Virginia” or the “Company”, and Suffolk Energy Partners, LLC, a Delaware limited liability company, with its principal office in Atlanta, Georgia, hereinafter called “Operator.” Both Dominion Energy Virginia and Operator also are herein individually referred to as “Party” and collectively referred to as “Parties”.

RECITALS

WHEREAS, the Virginia State Corporation Commission (“SCC”) has adopted a rate schedule described in this Agreement below as **Virginia Schedule 19** applicable to Qualifying Facilities (or “QF” as that term is defined in 18 C.F.R. § 292);

WHEREAS, Operator owns and operates a landfill gas-fired generation facility with a maximum total net capacity rating of 3,280 kW_{AC} (the “Maximum Net Capacity”) located at SPSA Landfill in Suffolk, Virginia, and the name of the facility is Suffolk Energy Partners Power Generation Plant (the “Facility”);

WHEREAS, the Facility is located in the retail service area of Company and directly interconnected to Company’s electric distribution and/or transmission systems;

WHEREAS, Operator has obtained self-certification of the Facility as a qualifying facility (“QF”) as that term is defined in 18 C.F.R. 292 and pursuant to federal law set forth in the Public Utility Regulatory Policies Act of 1978 (“PURPA”) (codified at 16 U.S.C. 796, et seq.), with a total net capacity rating no greater than the Maximum Net Capacity and intends to maintain its status as a QF with such Maximum Net Capacity throughout the term of this Agreement; and

WHEREAS, the Parties hereto wish to contract pursuant to Schedule 19 for the sale of electrical output from the Facility to be operated by Operator.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto contract and agree with each other as follows:

Article 1: Parties’ Purchase and Sale Obligations

1.1 *Parties’ Purchase and Sales Obligations:* Operator agrees to sell and deliver exclusively to Company and Company or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and capacity up to the Maximum Net Capacity) made available for sale from the Facility on a simultaneous purchase and sale arrangement. In addition, Operator has elected to contract under the Company’s avoided cost tariff as described more fully in Article 5

and Exhibit C. Operator elects to provide for the supply of energy and capacity per Virginia Schedule 19 paragraph III.A up to the Facility's Maximum Net Capacity, or to provide for energy only per Virginia Schedule 19 paragraph III.B.

1.2 *Company's Right To Reduce or Cease Deliveries*: Company's obligation to purchase and to take delivery of energy and capacity shall be excused for causes including, but not limited to an outage, equipment failure, equipment replacement, planned, routine or emergency maintenance, or other similar event associated with the reliability and safety of Company's electrical system as determined by Company.

Article 2: Term

This Agreement shall commence on the Effective Date and, unless earlier terminated under any other provision of this Agreement, shall continue in effect for a period of five (5) years from the Effective Date. Notwithstanding the foregoing, in the event Operator elects to decommission the Facility, Operator may, at any time after the first anniversary of the Effective Date, terminate this Agreement by providing written notice to Company no less than sixty (60) days prior to the termination date.

Article 3: Maximum Net Capacity & Scheduled Outages

3.1 *Maximum Net Capacity*: The net capacity of the Facility shall not exceed the Maximum Net Capacity without the Company's prior written consent.

Article 4: Attachments

The following documents are attached hereto and are made a part hereof:

Exhibit A: Intentionally Omitted

Exhibit B: General Terms and Conditions

Exhibit C: Virginia Schedule 19

Exhibit D: Map and related written description identifying the specific location of the Facility in the City or County designated herein

Exhibit E: Evidence of QF Status on the Effective Date

Article 5: Pricing

Payments for all energy and capacity purchased hereunder shall be determined by the provisions for payments in the Virginia Schedule 19 tariff included herewith as Exhibit C and pursuant to Article 2. Payments for all energy and capacity purchased hereunder shall be on a cents per kilowatt-hour basis.

Payments for capacity will begin on the Effective Date.

Article 6: Regulatory Pricing Adjustment and Refund

Should the SCC or other regulatory or other legal body having jurisdiction (such as the Federal Energy Regulatory Commission): (i) not allow some or all future payments to non-utility generators (generally or to Operator specifically) for energy or capacity or both to be included in Dominion Energy Virginia's rates charged to customers, (ii) at any time prohibit Dominion Energy Virginia from recovering from its customers sums related to payments previously made to non-utility generators (generally or to Operator specifically), or (iii) order Dominion Energy Virginia to pay back to its customers sums related to amounts collected as a result of payments to non-utility generators (generally or to Operator specifically) (hereinafter the sums referred to in both (ii) and (iii) above shall be referred to individually and collectively as the "Disallowed Payments"), Operator shall be required both to accept from the effective date of the Order from the SCC, or other regulatory or legal body having jurisdiction ("Commission Order") payments at the level of rates that will be allowed to be recovered in rates charged to Dominion Energy Virginia's customers and to refund to Company, A) the identified dollar amount of the Disallowed Payments specifically identified in the Commission Order as resulting from payments made to Operator hereunder, or B) if the Disallowed Payments are not specifically identified, Operator's pro-rata share of the Disallowed Payments which shall be equal to the product of (1) the total amount of payments made under this Agreement for the period of time such Disallowed Payments have been calculated, and (2) a fraction whereby the numerator is the Disallowed Payments and the denominator is the total amount of payments made to all Non-utility Generators, that were considered in the Commission Order, for the same period of time that such Disallowed Payments have been calculated. Operator shall pay any amounts due as a result of the Commission Order within 28 days of notice by Company or, provided that more than three years remain in the term of the Agreement, then, at Operator's option, Company shall collect such amounts due with interest from the date of any such Commission Order by reducing payments to Operator at a monthly amount projected to complete the refund of the Disallowed Amount with interest in the two year period following such notice. Such interest shall be calculated at the rate of Company's most recent issue of long-term debt at the time of the Commission Order. If, for any reason, at the end of the two year period, the reduction in payments does not recover in full such amounts due, then such remaining amount shall be due immediately.

Article 7: Intentionally Omitted

Article 8: Early Termination

(a) Defaults with No Cure Period. Operator and Company agree that Operator's failure to comply with any of the following will be a material breach of this Agreement and shall result in Company's right to early termination of this Agreement upon written notice to Operator, but without being subject to a cure period:

(i) delivery or supply of electrical output to any entity other than Company or its agent, assignee or successor;

(ii) the net capacity of the Facility exceeds the Maximum Net Capacity without Company's prior written approval;

(iii) failure at any time following the Effective Date to maintain the Interconnection Agreement in full force and effect unless such failure is due to Company's breach of the Interconnection Agreement; or

(iv) failure to generate and deliver any energy and capacity from the Facility for more than one hundred eighty (180) consecutive days at any time after the Effective Date; provided, however, if such failure is due to Force Majeure as defined in Exhibit B and Operator has complied with the requirements of Exhibit B with respect to such Force Majeure, then Company may not terminate this Agreement unless the failure lasts for three hundred sixty-five (365) consecutive days.

(b) Defaults with Cure Period. Operator and Company agree that the following events if not cured by Operator within thirty (30) days of notice from Company shall constitute a default giving Company the right to terminate this Agreement:

(i) failure to meet the requirements necessary to maintain QF status (formal or self-certification at the Operator's option) or revocation of its QF status (formal or self-certification, as applicable) for any reason; or

(ii) failure to perform in any material way, any other obligations, which failure would not constitute an individual event of default under Section 8(a).

Notwithstanding any cure period, Company shall not be obligated to purchase any energy or capacity under this Agreement while such default remains uncured. If Operator fails to cure its non-performance within thirty (30) days of Company's notice, Company shall have the right to terminate this Agreement. Operator agrees that if this Agreement is terminated by Company for Operator's non-performance prior to the end of the term of this Agreement, then, Company shall have all rights and remedies available at law or in equity.

Article 9: Representations and Warranties

Operator represents and warrants that it has the right to operate the Facility in accordance with the terms of this Agreement. Operator further represents and warrants that all permits, approvals, and/or licenses necessary for the operation of the Facility were obtained prior to the Effective Date and shall be maintained throughout the Term of this Agreement. Operator shall provide such documentation and evidence of such right, permits, approvals and/or licenses as Company may reasonably request, including without limitation air permits, leases and/or purchase agreements.

Article 10: Notices and Payments

All notices required hereunder and all other correspondence and payments concerning this Agreement shall be to the Parties' representative at the addresses below. Either Party may change

the address by providing written notice to the other Party. All notices required to be in writing shall be sent by any of the following methods: hand delivery, reputable overnight courier, certified mail return receipt requested, or mutually acceptable electronic means. A notice shall be effective on the Business Day when received if received during 7:30 am to 5:30 pm on a Business Day; otherwise, the notice shall be deemed to have been received on the following Business Day. A "Business Day" is defined as Monday through Friday excluding the holidays recognized by the Company. As of the Effective Date, Company recognized holidays are New Year's Day, Martin Luther King's Birthday (as celebrated on the 3rd Monday in January of each year), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day following Thanksgiving Day, Christmas Eve Day, and Christmas Day. In the event there is any change in the holidays currently observed by Company, Company shall notify Operator in writing.

Company:

VIRGINIA ELECTRIC AND POWER COMPANY
Power Contracts (17-N)
600 East Canal Street
Richmond, Virginia 23219
eMail: PowerContracts@DominionEnergy.com
Attention: Director, Power Contracts

Operator:

Suffolk Energy Partners, LLC
3340 Peachtree Road NE, Suite 170
Atlanta GA 30326
Attention: Michael Hall

Article 11: Integration of Entirety of Agreement

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement with respect to the purchase and sale of electrical output generated by the Facility. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

IN WITNESS WHEREOF, the Parties hereto have caused their names to appear below,
signed by authorized representatives as of the date first shown above.

SUFFOLK ENERGY PARTNERS, LLC

By: Michael Hall

Printed name: _____

Title: _____

Date: _____

VIRGINIA ELECTRIC AND POWER COMPANY

By: J. Scott Gaskill

Printed name: J. Scott Gaskill

Title: Authorized Representative

Date: August 6, 2020

EXHIBIT A
Intentionally Omitted

EXHIBIT B
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Company. Company may withhold such consent if it determines, in its sole discretion that such assignment would not be in the best interests of Company or its customers. Any attempted assignment that Company has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay the Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$12,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of the Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

Operator shall indemnify and save harmless and, if requested by Company, defend Company, its officers, directors and employees from and against any and all losses and claims or demands for damages to real property or tangible personal property (including the property of Dominion Energy Virginia) and injury or death to persons arising out of, resulting from, or in any manner caused by the presence, operation or maintenance of any part of Operator's Facility; provided, however, that nothing herein shall be construed as requiring Operator to indemnify Company for any injuries, deaths or damages caused by the sole negligence of Company.

Operator shall hold General Liability Insurance specifically and solely for the Facility with limits of \$2,000,000 each occurrence and in the aggregate, which amount shall be modified using commercially reasonable standards in accordance with any prior written notice by the Company. Operator agrees to have Dominion Energy Virginia named as an additional insured and shall keep such coverage current throughout the term of this Agreement. Operator shall initially provide the Company written evidence of liability insurance coverage prior to the Effective Date. Thereafter, it shall provide additional documentation evidencing current coverage when requested by the Company. In addition, Operator shall provide thirty (30) days prior written notice of any cancellation or non-renewal of such coverage.

III - QF Certification

Operator represents and warrants that its Facility meets the QF requirements established as of the Effective Date of this Agreement by the FERC's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to maintain QF status throughout the term of this Agreement. Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to status of the Facility as a QF. If requested by Company prior to May 1 of any year, Operator agrees to provide by July 1 of the same year to Company for the preceding year sufficient for

Company to determine the Operator's continuing compliance with its QF requirements, including but not limited to:

- (a) All information required by FERC Form 556;
- (b) Copy of the Facility's currently effective FERC Form 556 or formal FERC certification, as applicable and any subsequent revisions or amendments;
- (c) Where applicable, a copy of any contract executed with a thermal host;
- (d) Where applicable, identification of the amount of each type of fuel used per month and average heating value for each type of fuel, which will be used to determine the Total Energy Input. These values should be verifiable by auditing supporting documentation;
- (e) Where applicable, identification of each of the QF's useful thermal output(s) for each month, including temperature, pressure, amount of thermal output delivered, temperature and amount of condensate returned (if applicable) and the conversion to Btus. These values should be verifiable by auditing supporting documentation;
- (f) Identification of the QF's useful power output for each month. These values should be verifiable by auditing supporting documentation;
- (g) Where applicable, drawings, heat balance diagrams and a sufficiently detailed narrative describing the delivery of useful thermal output including the location, description, and calibration data for all metering equipment used for QF calculations; and
- (h) Company may request additional information, as needed, to monitor the QF requirements.

IV - Consequential Damages

In no event shall either Party be liable to the other for any special, indirect, incidental or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the Parties expressly set forth in this Agreement.

V - Amendments, Waivers, Severability and Headings

This Agreement, including the appendices thereto, can be amended only by agreement between the Parties in writing. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the Parties shall be deemed to be reduced only as much as may be required to remove

the impediment. The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

VI - Compliance with Laws

Operator covenants that it shall comply with all applicable provisions of Executive Order 11246, as amended; § 503 of the Rehabilitation Act of 1973, as amended; § 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and implementing regulations set forth in 41 C.F.R. §§ 60.1, 60-250, and 60-741 and the applicable provisions relating to the utilization of small minority business concerns as set forth in 15 U.S.C. § 637, as amended. Operator agrees that the equal opportunity clause set forth in 41 C.F.R. § 60-1.4 and the equal opportunity clauses set forth in 41 C.F.R. § 250.5 and 41 C.F.R. 60-§741.5 and the clauses relating to the utilization of small and minority business concerns set forth in 15 U.S.C. § 637(d) (3) and 48 C.F.R. § 52-219.9 are hereby incorporated by reference and made a part of this Agreement. If this Agreement has a value of more than \$500,000, Operator shall adopt and comply with a small business and small disadvantaged business subcontracting plan which shall conform to the requirements set forth in 15 U.S.C. § 637(d)(6). The provisions of this section shall apply to Operator only to the extent that:

- (a) such provisions are required of Operator under existing law;
- (b) Operator is not otherwise exempt from said provisions; and
- (c) Compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000 et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement.

Operator shall: (a) maintain the Facility in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion Energy Virginia may refuse to accept deliveries of power hereunder.

Company may enter Operator's premises: (a) to inspect Operator's protective devices at any reasonable time; (b) to read or test meters and metering equipment; and (c) to disconnect, without notice, the Facility if, in Company's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Dominion Energy Virginia facilities or other customers' facilities from damage or interference caused by Operator's Facility or lack of properly operating protective devices. Company will endeavor to notify Operator as quickly as practicable if disconnection occurs as provided in (c) above. Any inspection of Operator's protective devices

shall not impose on Company any liabilities with respect to the operation, safety or maintenance of such devices.

VIII - Metering

Dominion Energy Virginia will meter all electrical output delivered from the Facility on the high voltage side of the step up transformer(s).

Operator agrees to pay an administrative charge to Company to reflect all reasonable costs incurred by Company for meter reading and billing, also referred to as metering charges. The monthly meter reading and billing charge shall change from time to time when the SCC approves a different charge in Virginia Schedule 19.

In addition, Operator agrees to pay any fees required to provide and maintain leased telephone lines required for meter reading by Dominion Energy Virginia.

IX - Billing and Payment

Dominion Energy Virginia shall read the meter in accordance with its established meter reading schedule (the "Billing Period"). Operator shall pay the monthly metering charge set forth in Article II of Virginia Schedule 19 to cover the cost of meter reading and processing, as such charge may be amended from time to time subject to SCC approval. By the first business day after thirty days following the meter read date, Company shall make payment to Operator equal to the amount owed for the Maximum Net Capacity and the delivered energy including line loss. All payments shall be by wire transfer to Operator's wire account or as otherwise reasonably requested in writing by Operator. At Company's option, (i) Company may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Company may invoice Operator for such charges separately. Payment by Company shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess of any payments due Operator, Company shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

In the event that any data required for billing purposes hereunder are unavailable when required for such billing, the unavailable data shall be estimated by Company, based upon historical data. Such billing shall be subject to any required adjustment in a subsequent billing month.

Operator agrees that Company shall be entitled to withhold sufficient amounts due pursuant to this Agreement to offset (a) any damages to Company resulting from any breach of this Agreement by Operator, and (b) any other amounts Operator owes Company, including amounts arising from sales of electricity by Company to Operator, metering charges and Interconnection Facilities charges.

In no event shall Company be liable to Operator for any capacity payments in excess of the amounts contracted for herein, regardless of the ultimate length of this Agreement or revisions to Virginia Schedule 19 or successor schedules. Operator hereby agrees to accept the capacity payments as set forth herein as its sole and complete compensation for delivery of capacity to Company.

X - Force Majeure

Neither Party shall be considered in default under this Agreement or responsible to the other Party in tort, strict liability, contract or other legal theory for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service or any other failure to perform any of its obligations hereunder to the extent such failure occurs without fault or negligence on the part of that Party and is caused by factors beyond that Party's reasonable control, which by the exercise of reasonable diligence that Party is unable to prevent, avoid, mitigate or overcome, including without limitation storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or public enemy, action or inaction of a court or public authority, fire, sabotage, war, explosion, curtailments, unscheduled withdrawal of facilities from operation for maintenance or repair or any other cause of similar nature beyond the reasonable control of that Party (any such event, "Force Majeure"). Solely economic hardship of either Party shall not constitute Force Majeure under this Agreement. Nor shall anything contained in this paragraph or elsewhere in this Agreement excuse Operator or Company from strict compliance with the obligation of the Parties to comply with the terms of Article IX of this Exhibit B relating to timely payments.

Each Party shall have the obligation to operate in accordance with Good Utility Practice (as defined below) at all times and to use due diligence to overcome and remove any cause of failure to perform.

If a Party relies on the occurrence of an event of Force Majeure described above as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the Force Majeure event shall:

- a) Provide within forty-eight (48) hours written notice of such Force Majeure event or potential Force Majeure to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder;
- b) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) Expeditiously take action to correct or cure the Force Majeure event excusing performance; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;
- d) Exercise all reasonable efforts to mitigate or limit damages to the other Party; and

e) Provide prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance. All performance obligations hereunder shall be extended by a period equal to the term of the resultant delay.

If a Party responding to a Force Majeure event has the ability to obtain, for additional expenditures, expedited material deliveries or labor production which would allow a response to the event in a manner that is above and beyond Good Utility Practice, and such a response could shorten the duration of the Force Majeure event, the Party responding to the event may, at its discretion, present the other Party with the option of funding the expenditures for expediting material deliveries or labor production in an effort to reduce the duration of the event and economic hardship. Each such opportunity will be negotiated on a case-by-case basis by the Parties.

For purposes of this Agreement, “Good Utility Practice” shall mean any of the applicable practices, methods, standards, guides or acts: required by any governmental authority, regional or national reliability council, or national trade organization, including NERC, SERC, or the successor of any of them, as they may be amended from time to time whether or not the Party whose conduct is at issue is a member thereof; otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period which in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, good business practices, generation, transmission and distribution reliability, safety, environmental protection, economy and expediency. Good Utility Practice is intended to be acceptable practices, methods, or acts generally accepted in the region, or any other acts or practices as are reasonably necessary to maintain the reliability of the Transmission System (as defined in the Interconnection Agreement), or of the Facility, and is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others.

EXHIBIT C
Copy of Virginia Schedule 19

Schedule 19
POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

OFFICIAL COPY

Feb 26 2021

I. APPLICABILITY & AVAILABILITY

This Schedule is applicable to any Cogenerator or Small Power Producer (Qualifying Facility), as defined in the Public Utility Regulatory Policies Act of 1978 (PURPA), which desires to provide all or part of its electrical output to the Company on an energy and capacity or on an energy only basis, and which has a net capacity of 20,000 kW or less, and enters into an agreement for the sale of electrical output to Virginia Electric and Power Company (Agreement).

No developer, or any affiliate of a developer, shall be permitted to locate a Schedule 19 facility within one-half mile of any other Schedule 19 facility owned or operated by such developer or any affiliate of such developer unless:

- a. Such facilities provide thermal energy to different, unaffiliated hosts; or
- b. Such facilities provide thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs; or
- c. Such facilities utilize a renewable resource that may be subject to geographic siting limitations, such as hydroelectric, solar or wind power facilities.

This Schedule is available to a Qualifying Facility (QF) which enters into an Agreement with the Company during the effective period of this Schedule, and which achieves Commercial Operation in accordance with the provisions of its Agreement (Commercial Operations) on or after January 1, 2006.

II. MONTHLY BILLING TO THE QF

The provision of Electric Service from the Company to the QF will be in accordance with any applicable filed rate schedule. A QF that elects to sell electrical output from its generation facility will be billed a monthly charge as follows to cover the cost of meter reading and processing:

1. For QFs requiring only one non-time differentiated meter: \$5.34.
2. For QFs requiring only one time differentiated meter: \$62.54.
3. For QFs requiring two time differentiated meters: \$98.60.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

III. CONTRACT OPTIONS

QFs with a net capacity of 10 kW or less shall elect, from the following two options, the manner in which the QF shall operate and provide its electrical output to the Company. This election shall be contracted for and made a part of the QF's Agreement. QFs with a net capacity greater than 10 kW but less than or equal to 20,000 kW must contract for the supply of both energy and capacity to the Company, in accordance with Paragraph III. A., below. Purchase payments, if any, to the QF for the supply of energy and/or capacity to the Company shall be based on this contractual designation.

- A. Supply of Energy and Capacity: A QF shall contract for the supply of both energy and capacity to the Company, except as may be permitted pursuant to Paragraph III. B., below. The level of capacity that the QF contracts for shall not exceed 20,000 kW. The supply of both energy and capacity shall require the installation of one (or two, if necessary) time differentiated meter(s) to measure the hourly output of the QF's generation facility.
- B. Supply of Energy Only: A QF with a net capacity of 10 kW or less may elect to contract for the supply of only energy to the Company. A QF electing this option will not be eligible for capacity payments. Election of this option shall require the installation of a non-time differentiated meter to measure the monthly output of the QF's generation facility.

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY

A QF that supplies both energy and capacity to the Company, in accordance with Paragraph III. A., above, shall receive purchase payments as follows:

- A. Energy Purchase Payments
 - 1. Purchase payments for the supply of energy by the QF to the Company will be based on an hourly energy purchase price (cents per kWh) that is calculated using the hourly \$/MWh PJM Interconnection, LLC (PJM) Dom Zone Day Ahead Locational Marginal Price (DA LMP) divided by 10, and multiplied by the hourly net generation as recorded on the Company's time differentiated meter.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

2. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
3. In lieu of the line loss percentage in Paragraph IV. A.2., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

B. Capacity Purchase Payments

Purchase payments for the supply of capacity by the QF to the Company will be made based upon the QF's daily net on-peak generation multiplied by that corresponding day's on-peak capacity purchase price, as calculated, below. If applicable, the purchase payment for capacity may be modified by application of the Summer Peak Performance Factor (SPPF), as described, below. The on-peak hours for every day are from 7 AM to 11 PM. Off-peak hours are defined as all other hours.

Beginning June 1, 2007, and for each June 1, thereafter, PJM will establish the Reliability Pricing Model capacity resource clearing price for each PJM zone, shown as a \$/MW/day price, that will be applicable through the following May 31. Such prices will be the clearing results from PJM's Base Residual Auction. Using the price for the Dom Zone (initially identified on the PJM website as "Dom_PZonal"), the Company will calculate an on-peak capacity purchase price (cents per kWh) for each day by dividing the Dom Zone \$/MW/day price by 16 hours, and further dividing the result by 10, rounded to the nearest one-thousandth cent. The resulting cents per kWh on-peak capacity purchase price will be applied to the QF's net on-peak generation for the corresponding day, to provide for the daily capacity purchase amount. The sum of the daily capacity purchase amounts for the billing month will constitute the monthly capacity purchase payment to the QF, unless modified by application of the SPPF, below.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

Initially, a QF's SPPF will be 1. Once a QF has achieved Commercial Operations and such operation encompasses at least a full Summer (defined by PJM as June 1 through September 30, inclusive), the following January billing month, and for each January billing month thereafter, an SPPF will be calculated that is based on the QF's operation during the five (5) PJM coincident peak hours ("CP Hours"), as posted by PJM, during the Summer of the previous calendar year. The QF's SPPF is equal to the number of CP Hours in which the QF generated at or greater than 75% of its net capacity, divided by 5. Therefore, the SPPF could be 0, .2, .4, .6, .8, or 1. The QF's SPPF will be applied to the monthly capacity purchase payment for each billing month of the current calendar year.

V. PAYMENT OF COMPANY PURCHASES OF ENERGY ONLY

A QF that supplies only energy to the Company, in accordance with its election in Paragraph III. B., above, shall receive purchase payments as follows:

- A. Purchase payments for the supply of only energy by the QF to the Company will be based on an energy purchase price (cents per kWh) that is calculated using the average of the hourly \$/MWh Dom Zone DA LMP for the QF's billing month divided by 10, and multiplied by the net generation as recorded on the Company's non-time differentiated meter.
- B. All energy purchase prices per kWh will be increased by 2.8% to account for line losses avoided by the Company. This line loss percentage will be fixed for the term of the contract between the QF and the Company.
- C. In lieu of the line loss percentage in Paragraph V. B., a QF may request that the percentage be derived by a line loss study calculated to the location the QF interconnects with the Company. To receive this site specific line loss percentage, the QF must be willing to bear the cost of such a study.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The Company shall own and install any interconnection facilities on the Company side of the meter required for the QF to sell energy to the Company. The costs associated with these facilities will be borne by the QF. These costs include, but are not limited to, the costs of connection, switching, metering, transmission, distribution, safety provisions, telephone lines, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the facilities necessary to permit interconnected operations with the QF. The QF shall pay for these interconnection costs by either of the following methods:
1. A one-time lump-sum payment equal to the estimated new installed cost of all interconnection facilities provided by the Company multiplied by the appropriate tax effect recovery factor (if applicable), plus the appropriate monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission.
 2. A continuous monthly charge as described in Section IV.E. of the Company's Terms and Conditions on file with the Virginia State Corporation Commission which is designed to recover over time the estimated new installed cost of all interconnection facilities and their related operating expenses.

The QF will also be responsible for payment to the Company for the cost of removing the interconnection facilities at the conclusion of the QF's Agreement. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.

(Continued)

POWER PURCHASES FROM
COGENERATION AND SMALL POWER PRODUCTION
QUALIFYING FACILITIES

(Continued)

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION (Continued)

- C. In addition to the costs in Paragraph VI.B., above, the actual costs associated with relocating and/or rearranging existing facilities to allow interconnected operation will also be borne by the QF. A monthly charge shall not apply to these costs. Payment for these costs shall be in the same manner as the Company charges its other customers for similar work.
- D. The QF shall have equipment specifications and plans for control devices interconnection facilities, and protective devices approved by the Company in advance of energizing the facility.
- E. The relays and protective equipment shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- F. Upon request by the Company, the Cogenerator or Small Power Producer must demonstrate that the facility is a Qualifying Facility as defined by PURPA.
- G. The Company shall have the right to reduce the energy received from a QF during periods when a minimum load condition exists on the Company's system. These reductions will be within the design limits of each QF's equipment and will be limited to 1,000 off-peak hours in any calendar year.

VII. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

The provisions of this schedule, including the rates for purchase of electricity by the Company, are subject to modification at any time in the manner prescribed by law, and when so modified, shall supersede the rates and provisions hereof. However, payments to QFs with contracts for a specified term at payments established at the time the obligation is incurred shall remain at the payment levels established in their contract.

VIII. TERM OF CONTRACT

The term of contract shall be mutually agreed upon, but not less than one year.

EXHIBIT D

Map and related written description identifying the specific location of the Facility in the City or
County designated herein



Map of:
1 Bob Foeller Dr
Suffolk, VA 23434-2286

Notes



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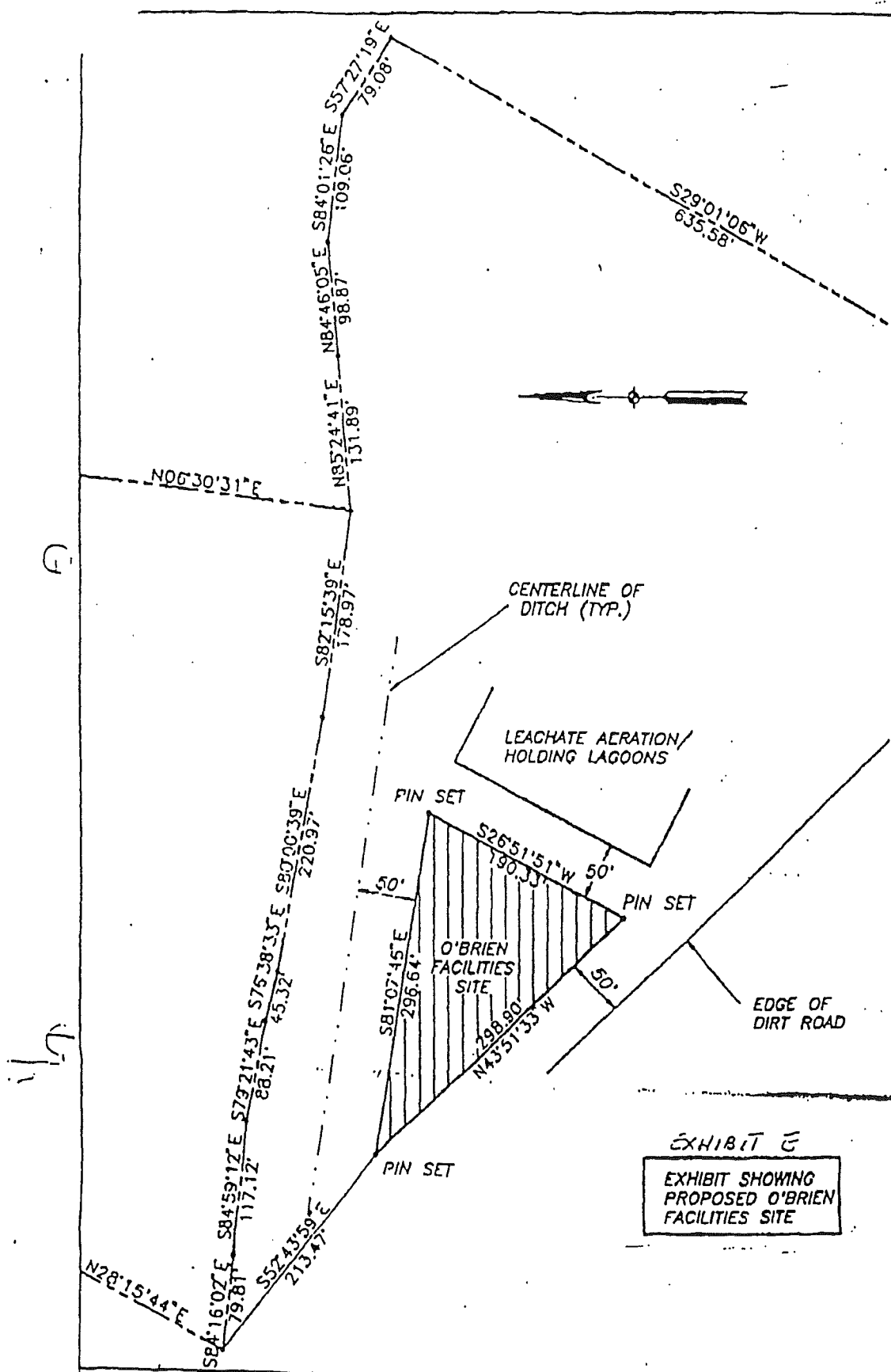


EXHIBIT E
EXHIBIT SHOWING
PROPOSED O'BRIEN
FACILITIES SITE

PHR&A

A Professional Corporation
Engineers, Surveyors, Planners and Landscape Architects
Falmox, Va./Bridgewater, Va./Leesburg, Va./Virginia Beach, Va./Rockville, Md.

PATTON HARRIS RUST & ASSOCIATES, PC
4334 DORNEY ROAD, SUITE C
VIRGINIA BEACH, VIRGINIA 23462
(804) 497-7472 FAX (804) 497-0750

For SOUTHEASTERN
SERVICE AUTH
OF VIRGINIA
Scale: 1"=100'
Drawn: B.J.F.
Date: 8/12/91

EXHIBIT 1

OFFICIAL COPY

Feb 26 2021

Excess Facilities Provided

The excess facilities provided are:
Recloser, Metering, Switch Link,
34.5 KV line extension, Auxillary contact
at substation for Transfer Trip.

Virginia Power

Suffolk Landfill No. 1 Facility

Note: Leased telephone lines
and sending and receiving
units for transfer trip provided
by Suffolk Landfill No. 1
Facility.

To Suffolk Substation
Circuit 342

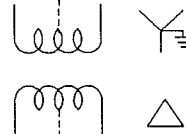
R

342R1 Recloser

342D4 Switch Link
(Standard Cut-out)

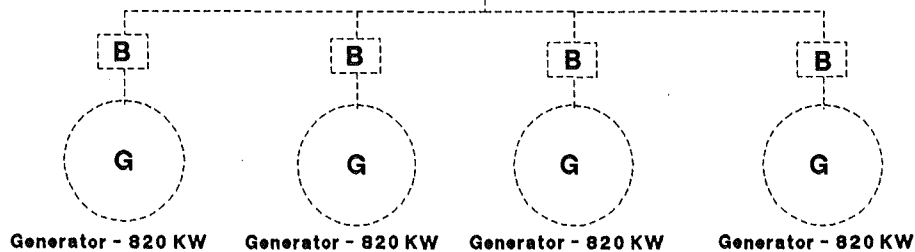
M

34.5 KV Metering
(Padmounted)



34.5 KV / 4.16 KV 1 - 4500 KVA
Transformer

Note: Interconnect Point
Is at the load side of the
34.5 KV metering.



LEGEND

- Virginia Power owned facilities
- - - Suffolk Landfill No. 1 owned facilities
- Transformer
- Breaker
- Metering
- Generator

VIRGINIA ELECTRIC & POWER CO.
CAPACITY ACQUISITION DEPARTMENT

SCHEMATIC DIAGRAM OF
INTERCONNECTION FACILITIES
FOR
SUFFOLK LANDFILL
NO. 1 FACILITY

D HHH DATE 7/21/94

SCALE NONE

EXHIBIT E
Evidence of QF Status on the Effective Date

**Federal Energy Regulatory Commission
Docket Sheet
Docket QF92-159 (ALL Subdockets)**

Applicant(s)/Docket: SUFFOLK ENERGY PARTNERS LP

Sub Docket: 000

Docket Description: SELF CERTIFIED; LAND FILL GAS

Filed By: O'BRIEN ENVIRONMENTAL ENERGY-ENERGY SYSTEMS (PA)

Filed Date: 6/1/1992

Accession No: 199200611-0045

Description: Notice by Power Generation(Suffolk)Inc of qualifying status of small power production facil at Southeastern Public Svc Auth of VA Regional Landfill, Suffolk, VA in QF92-159.

Source: eLibrary

Sub Docket: 001

Docket Description: SELF CERTIFIED; LAND FILL GAS

Filed By: POWER GENERATION (SUFFOLK) INC (PA-VA)

Filed Date: 5/17/1995

Accession No: 199500522-0014

Description: Suffork Energy Partners, LP's self recertif of qualifying facil status for existing or proposed small power production etc located in SPSA Regional Landfill, Suffork, VA, QF92-159.

Source: eLibrary

Sub Docket: 002

Docket Description: SELF CERTIFIED; LAND FILL GAS

Filed By: SUFFOLK ENERGY PARTNERS, LP

Filed Date: 5/22/2001

Accession No: 200100524-0249

Description: Suffolk Energy Partners, LP's FERC Form 556 self-recertification for small power production facility located in Suffolk, Virginia under QF92-159.

Source: eLibrary

Sub Docket: 003

Docket Description: SELF CERTIFIED; LAND FILL GAS

Filed By: SUFFOLK ENERGY PARTNERS, LP

Filed Date: 4/5/2004

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Accession No: 200400408-0019

Description: Suffolk Energy Partners LP submits information updating and correcting FERC Form 556 for qualifying a small production facility filed on 5/22/01 under QF92-159.

Source: eLibrary

Filed By: SUFFOLK ENERGY PARTNERS, LP

Filed Date: 4/6/2004

Accession No: 200400408-0018

Description: Suffolk Energy Partners LP submits information supplementing the FERC Form 556 for qualifying small power production facility filed on 5/22/01 under QF92-159.

Source: eLibrary

Filed By: SUFFOLK ENERGY PARTNERS, L.P.

Filed Date: 6/3/2004

Accession No: 20040603-5003

Description: Supplemental information per staff request for self - recertification of Qualifying Facility for SUFFOLK ENERGY PARTNERS, L.P. under QF92-159-003.

Source: eLibrary

Filed By: SUFFOLK ENERGY PARTNERS, L.P. SUFFOLK ENERGY PARTNERS, L.P.

Filed Date: 7/1/2005

Accession No: 20050701-5006 NOTE: This document is not part of this docket/sub docket.

Sub Docket: 004

Docket Description: SELF CERTIFIED; LAND FILL GAS

Filed By: SUFFOLK ENERGY PARTNERS, L.P. SUFFOLK ENERGY PARTNERS, L.P.

Filed Date: 7/1/2005

Accession No: 20050701-5006

Description: Notice of Self-Recertification of SUFFOLK ENERGY PARTNERS, L.P. under QF92-159

Source: eLibrary

Sub Docket: 005

Docket Description: SELF CERTIFIED; LAND FILL GAS

Filed By: U.S. ENERGY BIOGAS CORP.

Filed Date: 5/24/2007
Accession No: 20070524-5020
Description: Suffolk Energy Partners, L.P. Notice of Self-Recertification under QF92-159
Source: eLibrary

Sub Docket: 006

Docket Description: SELF CERTIFIED; LAND FILL GAS
Filed By: Biogas Energy Solutions, LLC
Filed Date: 10/9/2009
Accession No: 20091009-5144
Description: Self Re-Certification Notice for QF of Biogas Energy Solutions, LLC under QF92-159.
Source: eLibrary

Sub Docket: 007

Docket Description: SELF CERTIFIED; LAND FILL GAS
Filed By: Biogas Energy Solutions, LLC
Filed Date: 12/23/2009
Accession No: 20091223-5121
Description: Suffolk Energy Partners, L.L.C., Docket No. QF92-159 Notice of Self-Recertification
Source: eLibrary