

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER25-880-000

Issued: March 6, 2025

On January 8, 2025, PJM Interconnection, L.L.C. (PJM) submitted an amended Wholesale Market Participant Agreement by and among PJM as Transmission Provider, Cedar Lane Solar Farm as Wholesale Market Participant, and Delmarva Power & Light Company as Transmission Owner, designated as Service Agreement No. 6022.¹ Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, the submittal is accepted for filing, effective March 10, 2025, as requested.

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

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

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

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

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 6022](#), [PJM SA No. 6022 among PJM, Cedar Lane and DPL \(1.0.0\)](#).

Document Content(s)

ER25-880 final DLO.docx.....1

January 8, 2025

Honorable Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

Re: *PJM Interconnection, L.L.C., Docket No. ER25-880-000*
Amendment to WMPA, SA No. 6022; Queue No. AB1-176 (amend)

Dear Secretary Reese:

Pursuant to section 205 of the Federal Power Act,¹ and part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,² PJM Interconnection, L.L.C. ("PJM") submits for filing an amended Wholesale Market Participation Agreement ("WMPA") by and among PJM as Transmission Provider, Cedar Lane Solar Farm ("Cedar Lane") as Wholesale Market Participant, and Delmarva Power & Light Company ("DPL"), as Transmission Owner (PJM, Cedar Lane, and DPL are collectively referred to as the "Parties"), designated as Service Agreement No. 6022 and associated with PJM Queue No. AB1-176 ("Amended Cedar Lane WMPA"). The Amended Cedar Lane WMPA replaces an existing WMPA among the Parties ("Prior Cedar Lane WMPA") in order to revise certain milestone dates, update the Maximum Facility Output and Capacity Interconnection Rights, and make other modifications.³ Also included with this filing for informational

¹ 16 U.S.C. § 824d.

² 18 C.F.R. part 35.

³ The Prior Cedar Lane WMPA was filed with the Commission on May 4, 2021. *PJM Interconnection, L.L.C., Original WMPA, SA No. 6022; Queue No. AB1-176, Docket No. ER21-1837-000* (May 4, 2021)

purposes are an executed Milestone Change Document and an executed Agreement to Amend among the Parties effectuating the changes to the Prior Cedar Lane WMPA. PJM requests that the Commission accept the Amended Cedar Lane WMPA to become effective March 10, 2025, which is 61 days after today's filing.

A clean version of the Amended Cedar Lane WMPA is included as Attachment A to this filing, with a redlined version showing the changes from the Prior Cedar Lane WMPA included as Attachment B. The executed Milestone Change Document and Agreement to Amend are included as Attachment C.

I. DESCRIPTION AND JUSTIFICATION OF CHANGES

Both the Prior Cedar Lane WMPA and the Amended Cedar Lane WMPA are associated with Queue No. AB1-176 and are intended to facilitate the interconnection of the Cedar Lane Solar Participant Facility to the PJM Transmission System.⁴ The first paragraph of the Amended and the Prior Cedar Lane WMPAs lists the Parties to each agreement. Sections 3.1.1 through 3.1.4 of both agreements list the applicable milestone dates. Specifications sections 1.0(c) and 2.1 list the Maximum Facility Output and Capacity Interconnection Rights associated with the Participant Facility, respectively.

The Prior Cedar Lane WMPA is being revised to modify the milestone dates, update the Maximum Facility Output and Capacity Interconnection Rights provisions, and make other changes. Specifically, section 3.1.1 (substantial site work completed) has been

("Docket No. ER21-1837 Filing"). The Commission accepted the Prior Cedar Lane WMPA effective April 5, 2021. *PJM Interconnection, L.L.C.*, Letter Order, Original WMPA, Service Agreement No. 6022, Docket No. ER21-1837-000 (June 22, 2021). Capitalized terms not defined herein have the meaning set forth in the Amended Cedar Lane WMPA or the PJM Open Access Transmission Tariff.

⁴ Prior Cedar Lane WMPA, Specifications section 1.0(a); Amended Cedar Lane WMPA, Specifications section 1.0(a).

revised to change the milestone date from December 1, 2023, to September 30, 2025. Section 3.1.2 (commercial operation) has been revised to change the milestone date from March 1, 2024, to April 1, 2026. Section 3.1.4 (Interconnection Agreement) has been revised to change the milestone date from March 1, 2022, to March 30, 2023. In addition, the Maximum Facility Output set forth in Specifications section 1.0(c) has been reduced from 4 megawatts (“MW”) to 2 MW, and the amount of Capacity Interconnection Rights set forth in Specifications section 2.1 has been reduced from 1.5 MW to 0.75 MW.

Other changes have been made as well. Language has been added to the end of the first paragraph of the Amended Cedar Lane WMPA to reference the Docket No. ER21-1837 Filing and the Commission’s acceptance of it. The executed signature page was revised to reference the executed Milestone Change Document and the Agreement to Amend because these documents serve as the Parties’ acceptance of the rights and responsibilities under the Amended Cedar Lane WMPA. The Commission has accepted other filings of agreements that were amended using similar processes,⁵ and should do the same here.

II. EFFECTIVE DATE

PJM requests an effective date for the Amended Cedar Lane WMPA of March 10, 2025, which is 61 days from the date of this filing. PJM also requests that the Commission grant any waivers of the Commission’s rules and regulations necessary for acceptance of the Amended Cedar Lane WMPA.

⁵ See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER25-20-000 (Nov. 29, 2024); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-3072-000 (Nov. 12, 2024); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-2540-000 (Sept. 13, 2024).

III. DOCUMENTS ENCLOSED

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

1. Attachment A: Amended Cedar Lane WMPA (clean);
2. Attachment B: Amended Cedar Lane WMPA (marked); and
3. Attachment C: Executed Milestone Change Document and Agreement to Amend.

IV. CORRESPONDENCE AND COMMUNICATIONS

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:⁶

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

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David S. Berman
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1200 G Street, NW, Suite 600
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(202) 393-1200 (phone)
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Christopher Holt
Managing Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 666-2368 (phone)
christopher.holt@pjm.com

V. SERVICE

PJM has served a copy of this filing on Cedar Lane, DPL, and the relevant state regulatory commissions within the PJM Region.

⁶ To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

VI. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept the Amended Cedar Lane WMPA for filing effective March 10, 2025.

Respectfully submitted,

Craig Glazer
Vice President – Federal Government Policy
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***Counsel for
PJM Interconnection, L.L.C.***

Attachment A

Amended Cedar Lane WMPA (clean)

(PJM Queue #AB1-176)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

CEDAR LANE SOLAR FARM

And

DELMARVA POWER & LIGHT COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

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

And

Cedar Lane Solar Farm

And

**Delmarva Power & Light Company
(PJM Queue Position #AB1-176)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Cedar Lane Solar Farm (“Wholesale Market Participant”) and Delmarva Power & Light Company (“Transmission Owner” or “DPL”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6022, effective April 5, 2021, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER21-1837-000.

WITNESSETH

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

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

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

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

for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

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

Wholesale Market Participant:

Cedar Lane Solar Farm LLC
RER Energy Group
4700 Pottsville Pike
Reading, PA 19605
Attn: Jim Kurtz, President
Phone: (917) 304-0762
Email: jkurtz@rerenergygroup.com

Transmission Owner:

Delmarva Power & Light Company/ Pepco Holdings
Mail Stop #79NC58
P.O. Box 9239 (US Mail) 401 Eagle Run Road (overnight mail)
Newark, DE 19714-9239 (US Mail) Newark, DE 19702 (overnight)
Attn: Manager, Interconnection and System Studies
Email: Interconnections@Pepcoholdings.com
Phone: (302) 283-5734

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

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the Generation Interconnection Facilities Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant

acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

2.3 Waiver. No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

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

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

2.6 Assignment

2.6.1 Assignment with Prior Consent:

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

2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases

or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

2.6.2.2 Assignment to Lenders:

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

2.6.3 Successors and Assigns:

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

ARTICLE 3 – Responsibility for Network or Local Upgrades

- 3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before September 30, 2025, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before April 1, 2026, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before April 1, 2026, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
- 3.1.3 Documentation.** Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.
- 3.1.4 Interconnection Agreement.** On or before March 30, 2023, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider's reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Wholesale Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. Wholesale Market Participant's notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position #AB1-176)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: **Cedar Lane Solar Farm**

By: _____
Name Title Date

Printed name of signer: _____

Transmission Owner: **Delmarva Power & Light Company**

By: _____
Name Title Date

Printed name of signer: _____

All signature lines intentionally left blank. See Agreement to Amend and Milestone Change Document executed by the Parties on January 2, 2025.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
CEDAR LANE SOLAR FARM
And
DELMARVA POWER & LIGHT COMPANY
(PJM Queue Position # AB1-176)**

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

a. Name of Participant Facility:

Cedar Lane Solar

b. Location of Participant Facility:

Price Station Rd & Cedar Lane
Church Hill, MD 21623
39.109338, -75.960841

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 2 MW

d. Description of the equipment configuration:

A ground mounted, inverter based, solar photovoltaic generating facility consisting of solar arrays and step up transformation with a high side voltage of 25 kV.

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 0.75 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant

Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

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

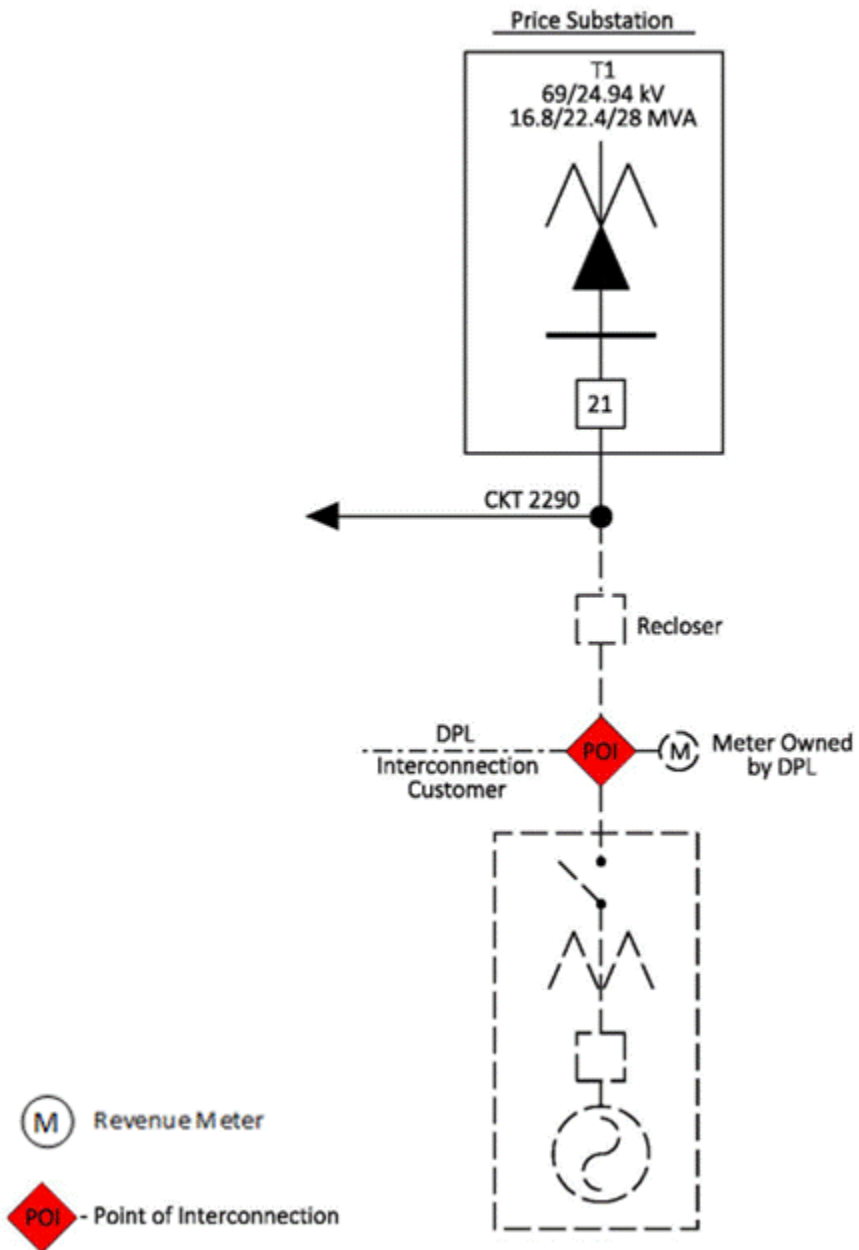
SCHEDULES:

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

SCHEDULE A
SINGLE-LINE DIAGRAM

Wholesale Market Participant

AB1-176"PRICE 25KV II"



SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant's metering equipment shall comply with requirements specified in PJM Manuals M-01 and M-14D.

Transmission Owner will supply a wireless modem for MV90 interrogation. In the event that a wireless modem is unable to reliably communicate, the Wholesale Market Participant will be required to make provisions for a POTS (Plain Old Telephone Service) line or equivalent technology approved by DPL within approximately three feet of the DPL metering position to facilitate remote interrogation and data collection.

Transmission Owner will own, operate and maintain, at the Wholesale Market Participant's cost, the meters, instrument transformers, associated wiring equipment, test switch and other meter related devices.

The Transmission Owner's revenue meters will be the official meters and must be the source for reporting generation output to PJM.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

“Pepco Holdings, Inc. (PHI) Power Delivery Technical Considerations Covering Parallel Operations of Customer Owned Generation Interconnected with the PHI Power Delivery System” dated October 13, 2016.

“Operations and Modifications Requirements of Atlantic City Electric Company, Delmarva Power & Light Company, Potomac Electric Power Company (Pepco) – Companies of Pepco Holdings, Inc.” dated October 10, 2011.

The above documents are available on the PJM website. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.

SCHEDULE E

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

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

Nothing in Wholesale Market Participant's agreement pursuant to this Schedule E shall change the indemnification obligations under Section 24.2 in Attachment O, Appendix 2 in Part VI of the Tariff.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

Attachment B

Amended Cedar Lane WMPA (marked)

(PJM Queue #AB1-176)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

CEDAR LANE SOLAR FARM

And

DELMARVA POWER & LIGHT COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

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

And

Cedar Lane Solar Farm

And

**Delmarva Power & Light Company
(PJM Queue Position #AB1-176)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Cedar Lane Solar Farm (“Wholesale Market Participant”) and Delmarva Power & Light Company (“Transmission Owner” or “DPL”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6022, effective April 5, 2021, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER21-1837-000.

WITNESSETH

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

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

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

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

for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

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

Wholesale Market Participant:

Cedar Lane Solar Farm LLC
RER Energy Group
4700 Pottsville Pike
Reading, PA 19605
Attn: Jim Kurtz, President
Phone: (917) 304-0762
Email: jkurtz@rerenergygroup.com

Transmission Owner:

Delmarva Power & Light Company/ Pepco Holdings
Mail Stop #79NC58
P.O. Box 9239 (US Mail) 401 Eagle Run Road (overnight mail)
Newark, DE 19714-9239 (US Mail) Newark, DE 19702 (overnight)
Attn: Manager, Interconnection and System Studies
Email: Interconnections@Pepcoholdings.com
Phone: (302) 283-5734

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

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the Generation Interconnection Facilities Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant

acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

2.3 Waiver. No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

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

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

2.6 Assignment

2.6.1 Assignment with Prior Consent:

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

2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases

or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

2.6.2.2 Assignment to Lenders:

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

2.6.3 Successors and Assigns:

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

ARTICLE 3 – Responsibility for Network or Local Upgrades

- 3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before ~~September 30, 2025~~~~December 1, 2023~~, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before ~~April 1, 2026~~~~March 1, 2024~~, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before ~~April 1, 2026~~~~March 1, 2024~~, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
- 3.1.3 Documentation.** Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.
- 3.1.4 Interconnection Agreement.** On or before March ~~30~~~~1~~, 2023~~2~~, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider's reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Wholesale Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. Wholesale Market Participant's notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position #AB1-176)

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

By: _____
Name Title Date

Printed name of signer: _____

By: /s/ Jason Connell _____ Manager, Interconnection Projects 4/5/2021
Name Title Date

Printed name of signer: Jason Connell

Wholesale Market Participant: **Cedar Lane Solar Farm**

By: _____
Name Title Date

Printed name of signer: _____

By: /s/ Jim Kurtz _____ President 3/22/2021
Name Title Date

Printed name of signer: Jim Kurtz

Transmission Owner: **Delmarva Power & Light Company**

By: _____
Name Title Date

Printed name of signer: _____

By: /s/ David Weaver _____ Vice President Transmission Strategy 4/2/2021
Name Title Date

Printed name of signer: David Weaver

All signature lines intentionally left blank. See Agreement to Amend and Milestone Change Document executed by the Parties on January 2, 2025.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
CEDAR LANE SOLAR FARM
And
DELMARVA POWER & LIGHT COMPANY
(PJM Queue Position # AB1-176)**

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

a. Name of Participant Facility:

Cedar Lane Solar

b. Location of Participant Facility:

Price Station Rd & Cedar Lane
Church Hill, MD 21623
39.109338, -75.960841

c. Size in megawatts of Participant Facility:

Maximum Facility Output of ~~2~~4 MW

d. Description of the equipment configuration:

A ground mounted, inverter based, solar photovoltaic generating facility consisting of solar arrays and step up transformation with a high side voltage of 25 kV.

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of ~~4~~50.75 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant

Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

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

SCHEDULES:

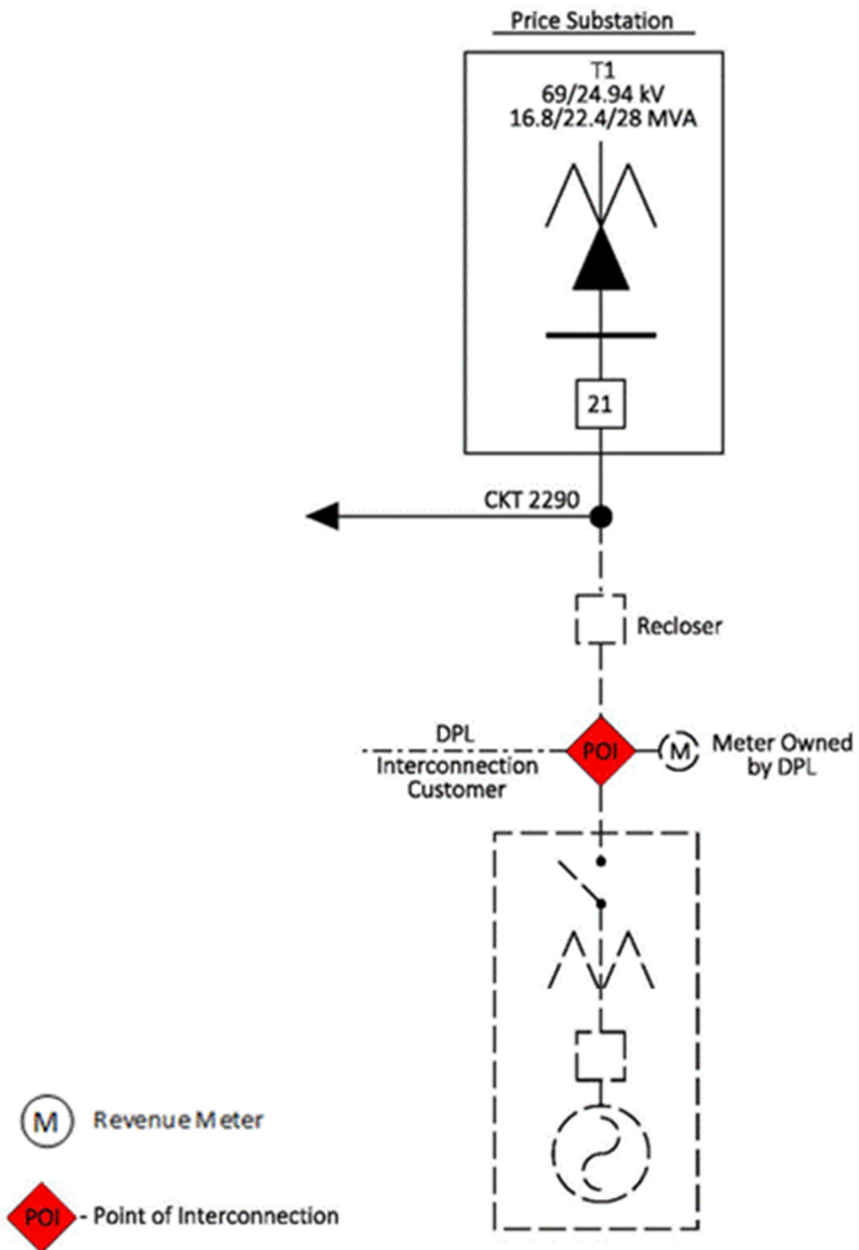
- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM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

SCHEDULE A

SINGLE-LINE DIAGRAM

Wholesale Market Participant

AB1-176"PRICE 25KV II"



SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant's metering equipment shall comply with requirements specified in PJM Manuals M-01 and M-14D.

Transmission Owner will supply a wireless modem for MV90 interrogation. In the event that a wireless modem is unable to reliably communicate, the Wholesale Market Participant will be required to make provisions for a POTS (Plain Old Telephone Service) line or equivalent technology approved by DPL within approximately three feet of the DPL metering position to facilitate remote interrogation and data collection.

Transmission Owner will own, operate and maintain, at the Wholesale Market Participant's cost, the meters, instrument transformers, associated wiring equipment, test switch and other meter related devices.

The Transmission Owner's revenue meters will be the official meters and must be the source for reporting generation output to PJM.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

“Pepco Holdings, Inc. (PHI) Power Delivery Technical Considerations Covering Parallel Operations of Customer Owned Generation Interconnected with the PHI Power Delivery System” dated October 13, 2016.

“Operations and Modifications Requirements of Atlantic City Electric Company, Delmarva Power & Light Company, Potomac Electric Power Company (Pepco) – Companies of Pepco Holdings, Inc.” dated October 10, 2011.

The above documents are available on the PJM website. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.

SCHEDULE E

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

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

Nothing in Wholesale Market Participant's agreement pursuant to this Schedule E shall change the indemnification obligations under Section 24.2 in Attachment O, Appendix 2 in Part VI of the Tariff.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

Attachment C

Executed Milestone Change Document and Agreement to Amend

MILESTONE CHANGE DOCUMENT

PARTIES:

Party Type	Company Name
Transmission Provider	PJM Interconnection, L.L.C.

Party Type	Company Name
Wholesale Market Participant	Cedar Lane Solar Farm

Party Type	Company Name
Transmission Owner	Delmarva Power & Light Company

II. QUEUE POSITION

Queue Type	Number
PJM Queue Position	AB1-176

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

Type of Service Agreement ("SA")	SA No.	Parties to the Agreement (in addition to PJM)	Effective Date	Docket No.
Wholesale Market Participation Agreement	6022	Cedar Lane Solar Farm	4/5/2021	Docket No. ER21-1837-000
		Delmarva Power & Light Company		

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

Wholesale Market Participant has encountered delays due to changes in Transmission Owner's construction schedule. Pursuant to Section 3.1 of the Service Agreement and the authority granted therein, PJM has reasonably determined that the Wholesale Market Participant did not cause such delay and could not remedy such delay through the exercise of due diligence. Accordingly, PJM is extending the project specific milestones for the above-referenced Service Agreement as set forth below:

Section Changed	Changed From	Changed To
Section 3.1.1	Substantial Site work completed. On or before December 1, 2023, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.	Substantial Site work completed. On or before September 30, 2025, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
Section 3.1.2	Commercial Operation. (i) On or before March 1, 2024, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before March 1, 2024, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.	Commercial Operation. (i) On or before April 1, 2026, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before April 1, 2026, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
Section 3.1.4	Interconnection Agreement. On or before March 1, 2022, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.	Interconnection Agreement. On or before March 30, 2023, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.

In addition, the last sentence in section 1.0 of the Service Agreement has been revised and the execution page has been updated to reflect the execution of this Milestone Change Form.

Section 2.4 of the Service Agreement provides that the Service Agreement, or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement. Accordingly, the Parties understand that PJM will utilize this Milestone Change Document to modify the Service Agreement. The Parties authorize PJM to file the amended Service Agreement, and the Milestone Change Document, as needed, to reflect the above milestone date changes with the Federal Energy Regulatory Commission (Commission) without the necessity of additional signatures from the Parties.

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

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

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

Party Type	Company Name
Transmission Provider	PJM Interconnection, L.L.C.
Signature	<i>Jason Shoemaker</i>
Name	Jason Shoemaker
Title	Manager
Date	1/2/2025

Party Type	Company Name
Wholesale Market Participant	Cedar Lane Solar Farm
Signature	<i>Kurt Karsten</i>
Name	Kurt Karsten
Title	Authorized Member
Date	12/10/2024

Party Type	Company Name
Transmission Owner	Delmarva Power & Light Company
Signature	<i>Douglas Dale</i>
Name	Douglas Dale
Title	Sr Manager, Interconnection
Date	1/2/2025

AGREEMENT TO AMEND
By and Among
PJM Interconnection, L.L.C.
And
Cedar Lane Solar Farm
And
Delmarva Power & Light Company
(PJM Queue Position #AB1-176)

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Cedar Lane Solar Farm (“Wholesale Market Participant”), and Delmarva Power & Light Company (“Transmission Owner”) (each, individually a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, PJM, Wholesale Market Participant and Transmission Owner are parties to the following service agreement (“Service Agreement”) designated as follows:

Type of Service Agreement	Service Agreement Number	Parties to the Agreement	Effective Date
Wholesale Market Participation Agreement	Original Service Agreement No. 6022	PJM Interconnection, L.L.C., Cedar Lane Solar Farm, and Delmarva Power & Light Company	April 5, 2021

Service Agreement No. 6022 is also referred as the “Queue Position #AB1-176 WMPA,” and was filed with the Federal Energy Regulatory Commission in Docket No. ER21-1837-000.

WHEREAS, Section 2.4 of the Queue Position #AB1-176 WMPA provides that the Service Agreement, or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement; and

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement to reflect and describe the changes listed in Appendix A hereto.

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

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement.
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement by making the changes listed in Appendix A hereto. The Parties authorize PJM to file the amended Queue Position #AB1-176 WMPA with the

Commission without the necessity of additional signatures from Wholesale Market Participant and Transmission Owner.

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to Amend, which shall become effective on the date that it is fully executed by all Parties. By each individual signing below, each represents to the others that they are duly authorized to sign on behalf of that company and have the actual and/or apparent authority to bind the respective company to this Agreement to Amend.

(PJM Queue Position #AB1-176)

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

<small>Signed by:</small>		1/2/2025
By: <u>Jason Shoemaker</u>	Manager	
<small>8529DC0F7B4445B...</small>		
Name	Title	Date

Printed name of signer: Jason Shoemaker

Wholesale Market Participant: Cedar Lane Solar Farm

<small>Signed by:</small>		12/10/2024
By: <u>Kurt Karsten</u>	Authorized Member	
<small>B9820910DE42475...</small>		
Name	Title	Date

Printed name of signer: Kurt Karsten

Transmission Owner: Delmarva Power & Light Company

<small>Signed by:</small>		1/2/2025
By: <u>Douglas Dale</u>	Sr Manager, Interconnection	
<small>F827446D511146B...</small>		
Name	Title	Date

Printed name of signer: Douglas Dale

APPENDIX A
Queue Position #AB1-176 WMPA

Section Changed	Changed From	Changed To	Explanation
Section 1.0	<p>Sentence stating:</p> <p>This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Cedar Lane Solar Farm (“Wholesale Market Participant”) and Delmarva Power & Light Company (“Transmission Owner” or “DPL”) (referred to individually as “Party” or collectively as “the Parties”).</p>	<p>Two sentences stating:</p> <p>This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Cedar Lane Solar Farm (“Wholesale Market Participant”) and Delmarva Power & Light Company (“Transmission Owner” or “DPL”) (referred to individually as “Party” or collectively as “the Parties”).</p> <p>This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6022, effective April 5, 2021, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER21-1837-000.</p>	<p>Sentence added to provide a reference to the prior agreement and reflect the fact the Queue Position #AB1-176 WMPA is being modified by this Agreement to Amend and a related Milestone Change Document.</p>
Execution page	Signatures and execution date of prior agreement.	Reference to execution of this Agreement to Amend and a related Milestone Change Document.	Revised to reflect execution of this Agreement to Amend and a related Milestone Change Document.

Specifications section 1.0(c)	Statement that the Participant Facility has a Maximum Facility Output of 4 megawatts (“MW”).	Statement that the Participant Facility has a Maximum Facility Output of 2 MWs.	Change made to reflect a reduction in the Participant Facility’s Maximum Facility Output.
Specifications section 2.1	Statement that Wholesale Market Participant has Capacity Interconnection Rights at the Point of Interconnection in the amount of 1.5 MW.	Statement that Wholesale Market Participant has Capacity Interconnection Rights at the Point of Interconnection in the amount of .75 MW.	Change made to reflect a reduction in the amount of Capacity Interconnection Rights Wholesale Market Participant has at the Point of Interconnection.