

189 FERC ¶ 61,110  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Willie L. Phillips, Chairman;  
Mark C. Christie, David Rosner,  
Lindsay S. See and Judy W. Chang

PJM Interconnection, L.L.C.

Docket Nos. ER24-3076-000  
ER24-3078-000

ORDER ACCEPTING NOTICES OF CANCELLATION

(Issued November 18, 2024)

1. On September 19, 2024, PJM Interconnection, L.L.C. (PJM) separately filed two notices of cancellation of Wholesale Market Participation Agreements (WMPAs): (1) a WMPA among PJM, Marengo Solar, LLC (Marengo), and Commonwealth Edison Company (ComEd), designated as Service Agreement No. 6111 and accepted by the Commission effective September 3, 2021 (Marengo WMPA);<sup>1</sup> and (2) a WMPA among PJM, Cherry Valley Solar Project, LLC (Cherry Valley), and ComEd, designated as Service Agreement No. 6114 and accepted by the Commission effective December 3, 2020 (Cherry Valley WMPA).<sup>2</sup> As discussed below, we accept the notices of cancellation terminating the Marengo WMPA and the Cherry Valley WMPA (collectively, the WMPAs), effective November 19, 2024, as requested.

**I. Background**

2. The WMPAs facilitate the participation of the Marengo and Cherry Valley facilities in PJM's organized wholesale markets via wholesale sales. Marengo's 20 MW generating facility is located in McHenry County, Illinois (Marengo I Project).<sup>3</sup>

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<sup>1</sup> PJM, Service Agreements Tariff, PJM SA No. 6111, PJM SA No. 6111 among PJM, Marengo Solar and ComEd (0.0.0) (Marengo WMPA); *see also PJM Interconnection, L.L.C.*, Docket No. ER21-2506-000 (Sept. 3, 2021) (delegated order).

<sup>2</sup> PJM, Service Agreements Tariff, PJM SA No. 6114, PJM SA No. 6114 among PJM, Cherry Valley Solar and ComEd (1.0.0) (Cherry Valley WMPA); *see also PJM Interconnection, L.L.C.*, Docket No. ER24-830-000 (Mar. 7, 2024) (delegated order).

<sup>3</sup> Marengo Protest, Docket No. ER24-3076-000 at 2 (filed Oct. 10, 2024) (Marengo Protest) (citing Marengo WMPA, Specifications § 1.0).

Cherry Valley's 12.5 MW generating facility is located in Boone County, Illinois (Cherry Valley Project).<sup>4</sup> The Marengo I Project and the Cherry Valley Project would interconnect through the distribution system of ComEd, and, through their respective WMPAs, Marengo and Cherry Valley plan to participate directly in PJM's organized wholesale markets. On April 29, 2017, the Marengo I Project entered PJM's interconnection queue<sup>5</sup> and on September 28, 2017, the Cherry Valley Project entered PJM's interconnection queue.<sup>6</sup>

3. The terms and conditions of the WMPAs include, among other things, effective dates, obligations pursuant to the PJM Open Access Transmission Tariff (Tariff), milestones, suspension, and termination provisions.<sup>7</sup> Relevant here, section 3.1 of the WMPAs establishes the project-specific milestones, including the requirement that Marengo and Cherry Valley enter into a two-party interconnection agreement with the Transmission Owner, here, ComEd. Specifically, section 3.1.4 of the WMPAs state that "[o]n or before July 31, 2021, 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."<sup>8</sup>

4. On June 15, 2021, ComEd and Marengo entered into the state-jurisdictional Interconnection Agreement providing for the Marengo facility's interconnection with ComEd's distribution facilities. On May 10, 2022, PJM placed the Marengo I Project into suspension, which temporarily froze certain milestones in the interconnection process with PJM.<sup>9</sup> On June 15, 2021, ComEd and Cherry Valley entered into the state-jurisdictional Interconnection Agreement providing for the Cherry Valley facility's

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<sup>4</sup> Cherry Valley Protest, Docket No. ER24-3078-000 at 2 (filed Oct. 10, 2024) (Cherry Valley Protest) (citing Cherry Valley WMPA, Specifications § 1.0).

<sup>5</sup> Marengo Protest at 2.

<sup>6</sup> Cherry Valley Protest at 2.

<sup>7</sup> Marengo WMPA, art. 1 (Definitions and Other Documents) §§ 1.1, 1.3, & 1.4; Cherry Valley WMPA, art. 1 (Definitions and Other Documents), §§ 1.1, 1.3, & 1.4.

<sup>8</sup> See Marengo WMPA, art. 3 (Responsibility for Network or Local Upgrades), § 3.1.4; *see also* Cherry Valley WMPA, art. 3 (Responsibility for Network or Local Upgrades), § 3.1.4.

<sup>9</sup> Marengo Protest at 3.

interconnection with ComEd's distribution facilities. On May 10, 2022, PJM similarly placed the Cherry Valley Project into suspension.<sup>10</sup>

## **II. Filings**

5. PJM states that it is cancelling the Marengo WMPA and the Cherry Valley WMPA because Marengo's and Cherry Valley's respective Interconnection Agreements were terminated as of May 9, 2024.<sup>11</sup> Therefore, PJM states that the WMPAs are automatically terminated pursuant to section 3.1.4 of those agreements. PJM requests that the cancellation of the WMPAs be made effective November 19, 2024.

## **III. Notice of Filings and Responsive Pleadings**

6. Notice of PJM's filings was published in the *Federal Register*, 89 Fed. Reg. 78862 (Sept. 26, 2024), with interventions and protests due on or before October 10, 2024. Timely motions to intervene were filed by Marengo and Exelon Corporation, on behalf of ComEd. On October 10, 2024, Marengo filed a protest in Docket No. ER24-3076-000. On October 10, 2024, Cherry Valley filed a protest in Docket No. ER24-3078-000. On October 25, 2024, PJM filed answers to both the Marengo Protest and the Cherry Valley Protest. Also on October 25, 2024, ComEd filed an answer to both the Marengo Protest and the Cherry Valley Protest (ComEd Answer). On November 8, 2024, Marengo and Cherry Valley filed an answer to PJM's answer and ComEd's answer (Marengo and Cherry Valley Answer). On November 18, 2024, PJM filed an answer to Marengo and Cherry Valley's November 8 answer.

### **A. Marengo & Cherry Valley Protests**

7. Marengo and Cherry Valley each assert that following their respective suspension periods and discussions with ComEd relating to the schedules and milestones for the Marengo I Project and Cherry Valley Project, they received notices from ComEd alleging that the Marengo I Project and Cherry Valley Project were each in default under their state-jurisdictional Interconnection Agreement and that ComEd was "purporting to terminate the Interconnection Agreements, effective May 9, 2024."<sup>12</sup> Marengo and Cherry Valley argue that ComEd attempted to impermissibly terminate the Interconnection Agreements and improperly allege that the Marengo I Project and the Cherry Valley Project were no longer in ComEd's state-jurisdictional interconnection queue. Marengo and Cherry Valley state that, in response to ComEd's notices of termination, on June 19, 2024, they timely filed a

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<sup>10</sup> Cherry Valley Protest at 3.

<sup>11</sup> Transmittal at 1.

<sup>12</sup> Marengo Protest at 3; Cherry Valley Protest at 3.

“Verified Formal Complaint” with the Illinois Commerce Commission (ICC) challenging ComEd’s impermissible attempted termination of the Interconnection Agreements (ICC Complaint).<sup>13</sup> According to Marengo and Cherry Valley, the ICC Complaint proceeding remains ongoing, and the ICC has not yet ruled on the ICC Complaint.<sup>14</sup>

8. Marengo and Cherry Valley argue that PJM has not satisfied its burden to demonstrate that the notices of cancellation of the WMPAs are just and reasonable and not unduly discriminatory or preferential, or if they are consistent with the public interest.<sup>15</sup> Marengo and Cherry Valley contend that PJM’s assumption that the Interconnection Agreements were terminated is incorrect because the termination of the Interconnection Agreements are subject to an ongoing dispute before a state commission, and as such, may not serve as justification for the Commission to accept the notices of cancellation.<sup>16</sup>

9. Marengo and Cherry Valley state that ComEd’s attempt to terminate the Interconnection Agreements is impermissible under the plain terms of the Interconnection Agreements as it: (1) violates section 5.3 of the Interconnection Agreements, which requires ComEd to “not unreasonably withhold agreement” to milestone amendments;<sup>17</sup> (2) violates section 6.5.2 of the Interconnection Agreements by not recognizing Marengo’s and Cherry Valley’s timely and valid cure that included proposing new milestone dates prior to ComEd’s proposed May 9, 2024 termination date;<sup>18</sup> and (3) ComEd failed to provide timely notice of alleged default claims in accordance with the requirements of the Interconnection Agreement.<sup>19</sup> Marengo and Cherry Valley therefore contend that they still

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<sup>13</sup> See Verified Formal Complaint Regarding Improper Termination of Interconnection Agreement by Commonwealth Edison Company, Illinois Commerce Commission Docket No. 24-0460, at P 21 (June 19, 2024). The ICC Complaint and its exhibits are attached to the Marengo Protest in this proceeding as Attachment A.

<sup>14</sup> Marengo Protest at 3; Cherry Valley Protest at 3.

<sup>15</sup> Marengo Protest at 5; Cherry Valley Protest at 5.

<sup>16</sup> Marengo Protest at 5; Cherry Valley Protest at 5.

<sup>17</sup> Marengo Protest at 5 (citing ICC Complaint at PP 43-46); Cherry Valley Protest at 5 (citing ICC Complaint at PP 43-46).

<sup>18</sup> Marengo Protest at 5-6 (citing ICC Complaint at PP 47-53); Cherry Valley Protest at 5-6 (citing ICC Complaint at PP 47-53).

<sup>19</sup> Marengo Protest at 6 (citing ICC Complaint at PP 54-58); Cherry Valley Protest at 6 (citing ICC Complaint at PP 54-58).

have valid Interconnection Agreements pursuant to applicable state law.<sup>20</sup> Marengo and Cherry Valley maintain that whether or not the Interconnection Agreements were validly terminated, is at best, inconclusive and depends on the state proceeding. Marengo and Cherry Valley argue that ComEd's position that the Interconnection Agreements are terminated is "far from a conclusive state commission ruling on the issue."<sup>21</sup>

10. For these reasons, Marengo and Cherry Valley request that the Commission reject PJM's notices of cancellation or, in the alternative, hold these proceedings in abeyance pending the outcome of the ICC Complaint proceeding, as they argue the Commission has done in similar circumstances.<sup>22</sup> Marengo and Cherry Valley state that to the extent that the Commission holds the notices of cancellation in abeyance, they request to reserve all their rights under the WMPAs during any such abeyance period, and prior to any potential termination of the notices of cancellation.<sup>23</sup>

#### **B. PJM's Answer to Protests**

11. PJM contends that it acted properly in filing the notices of cancellation and that the Commission should accept them without deference to the outcome of the ICC Complaint proceeding.<sup>24</sup> PJM disputes Marengo's and Cherry Valley's reliance on *DTE Electric* in support of their argument that the Commission should hold the notices of cancellation in abeyance pending the outcome of a state commission proceeding. PJM states that the issue in *DTE Electric* involved classification of a facility as either

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<sup>20</sup> Marengo Protest at 6; Cherry Valley Protest at 6.

<sup>21</sup> Marengo Protest at 6; Cherry Valley Protest at 6.

<sup>22</sup> Marengo Protest at 6-7; Cherry Valley Protest at 6-7 (citing *DTE Elec. Co. v. Midcontinent Indep. Sys. Operator, Inc.*, 175 FERC ¶ 61,068, at PP 48-49 (2021) (*DTE Electric*)).

<sup>23</sup> Marengo Protest at 7; Cherry Valley Protest at 7 (citing *DTE Electric*, 175 FERC ¶ 61,068 at P 51 (refraining from ordering facilities to be removed from transmission expansion plan pending abeyance and until culmination of state proceeding)).

<sup>24</sup> PJM Answer to Marengo Protest, Docket No. ER24-3076-000 at 1, 3 (filed Oct. 25, 2024) (PJM Answer to Marengo); PJM Answer to Cherry Valley Protest, Docket No. ER24-3078-000 at 1, 3 (filed Oct. 25, 2024) (PJM Answer to Cherry Valley).

transmission or interconnection whereas the issue in this case involves a matter of contract.<sup>25</sup>

12. PJM asserts that the fact these Interconnection Agreements were terminated is not a matter for dispute.<sup>26</sup> PJM argues that, in fact, part of Marengo's and Cherry Valley's requested relief in their ICC Complaint is for the ICC to "declare ComEd's *termination* [of the Interconnection Agreement] improper."<sup>27</sup> Further, PJM adds that regardless of the ICC Complaint, it is bound by its Tariff and not the ICC.<sup>28</sup> PJM reiterates that section 3.1.4 of the WMPAs provides that "the Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA[s]."<sup>29</sup>

**C. ComEd's Answer**

13. ComEd argues that the Commission should reject Marengo's and Cherry Valley's arguments and accept, without modification or condition, cancellation of the WMPAs.<sup>30</sup> ComEd argues that the plain terms of the WMPAs and the PJM Tariff provide the applicable framework for considering the notices of cancellation, and Marengo and Cherry Valley misinterpret the standard the Commission uses in evaluating such filings.<sup>31</sup> ComEd further argues that Marengo's and Cherry Valley's contention that ComEd invalidly terminated the Interconnection Agreements under Illinois law is beyond the scope of the Commission's Federal Power Act (FPA) section 205 review process.

14. ComEd states that both Marengo and Cherry Valley completed the distribution-level interconnection study process for their respective projects and entered into an Agreement for Interconnection of Distributed Generation Facilities with ComEd, which required, among other things, that construction for the projects commence

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<sup>25</sup> PJM Answer to Marengo at 3; PJM Answer to Cherry Valley at 3.

<sup>26</sup> PJM Answer to Marengo at 2; PJM Answer to Cherry Valley at 2.

<sup>27</sup> PJM Answer to Marengo at 2 (emphasis in pleading); PJM Answer to Cherry Valley at 2 (emphasis in pleading).

<sup>28</sup> PJM Answer to Marengo at 4; PJM Answer to Cherry Valley at 4.

<sup>29</sup> PJM Answer to Marengo at 4; PJM Answer to Cherry Valley at 4.

<sup>30</sup> ComEd Answer at 1-2.

<sup>31</sup> *Id.* at 6.

by April 1, 2022.<sup>32</sup> ComEd asserts that the construction milestones were not met and on February 9, 2024, nearly two years after the construction was required to start, ComEd sent notices indicating that the projects were in default for failure to start construction.<sup>33</sup> Following the notices of default, ComEd: (1) received notices of dispute from Marengo and Cherry Valley on February 27, 2024 asserting, among other things, that the Interconnection Agreements have been effectively suspended; (2) held a dispute meeting with Marengo and Cherry Valley on March 28, 2024; (3) sent letters to Marengo and Cherry Valley stating that the Interconnection Agreements and the projects' distribution interconnection applications were terminated effective May 9, 2024;<sup>34</sup> and (4) notified PJM of this termination on May 10, 2024.

15. ComEd argues that the record reflects that termination of the Interconnection Agreements has occurred, and thus the plain terms of the WMPAs deem the WMPAs automatically terminated.<sup>35</sup> ComEd asserts that the WMPAs' automatic termination is not conditioned on the outcome of a state proceeding, that Marengo and Cherry Valley are attempting to use a pending state-jurisdictional complaint to hold up the Commission and PJM processes, and granting relief would potentially set a dangerous precedent and undermine efficient queue administration.<sup>36</sup> ComEd further asserts that rejecting the notices of cancellation would inherently require the Commission to ascertain relevant facts about the terminations and interpret Illinois law, thereby prejudging a state jurisdictional matter.<sup>37</sup>

#### **D. Marengo and Cherry Valley Answer**

16. Marengo and Cherry Valley argue that PJM and ComEd are rushing the Commission to reach a legal conclusion that the state-jurisdictional Interconnection

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<sup>32</sup> *Id.* at 3-4.

<sup>33</sup> *Id.* at 4.

<sup>34</sup> In these letters, ComEd justifies the terminations by stating that the Interconnection Agreements had not been suspended, applicable Illinois law does not allow for such suspensions, and the defaults outlined in the notices of default had not been cured.

<sup>35</sup> ComEd Answer at 6.

<sup>36</sup> *Id.* at 7.

<sup>37</sup> *Id.*

Agreements have been terminated as a matter of fact.<sup>38</sup> Marengo and Cherry Valley contend that the Commission should not entertain PJM's and ComEd's invitation to render such legal conclusion on a pending state-jurisdictional contractual matter before the ICC.<sup>39</sup>

17. Marengo and Cherry Valley argue that PJM's attempt to differentiate the Commission's action in *DTE Electric* from this proceeding is no more than a distinction without a difference.<sup>40</sup> Marengo and Cherry Valley explain that whether the issue warranting state commission deference concerns the classification of distribution facilities (as was the case in *DTE Electric*), or the effectiveness of a state-jurisdictional contract (as is the case here), the Commission's policy remains the same; it will defer to the state commission's determination.<sup>41</sup> Marengo and Cherry Valley reiterate that the Commission has withheld ruling on issues when such issues have depended in part on the outcome of a state commission.<sup>42</sup> Marengo and Cherry Valley argue that a ruling in favor of PJM and ComEd would create a perverse incentive, allowing any utility to unilaterally terminate a WMPA or any other agreement, subject to the Commission's jurisdiction, conditioned in part on a state-jurisdictional contract.<sup>43</sup>

18. Marengo and Cherry Valley argue that contract law provides that when a party's duty to perform under a contract is extinguished upon the occurrence of a condition subsequent, that party must prove that the condition subsequent has occurred.<sup>44</sup> Marengo and Cherry Valley assert that the burden rests on ComEd and PJM to demonstrate that the Interconnection Agreements were effectively terminated.<sup>45</sup> However, Marengo and Cherry Valley argue that because the ICC has not yet ruled on whether the Interconnection Agreements have been properly terminated, the Commission should

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<sup>38</sup> Marengo and Cherry Valley Answer at 3.

<sup>39</sup> *Id.*

<sup>40</sup> *Id.* at 4.

<sup>41</sup> *Id.*

<sup>42</sup> *Id.* at 3-4.

<sup>43</sup> *Id.* at 4.

<sup>44</sup> Marengo and Cherry Valley state that ComEd's and PJM's duties to Marengo and Cherry Valley under the WMPAs extinguish upon the termination of the Interconnection Agreements—a condition subsequent. *Id.* at 5.

<sup>45</sup> *Id.*



conclude that neither ComEd nor PJM has met their burden to show that the Interconnection Agreements have been terminated.<sup>46</sup>

**E. PJM's Answers to Answers**

19. PJM reiterates its position that all parties agree that a termination has occurred. According to PJM, this is demonstrated in Marengo's and Cherry Valley's ICC Complaint, where their requested relief is for the ICC to either: (1) declare ComEd's termination of the Interconnection Agreements improper; or (2) award compensation for loss or damage caused by ComEd's wrongful termination of the Agreements.<sup>47</sup> PJM argues that the termination of the WMPAs is not conditioned on the Interconnection Agreements being terminated to the satisfaction of Marengo and Cherry Valley.<sup>48</sup> PJM asserts that the WMPAs cannot operate without an effective Interconnection Agreement. Thus, PJM asserts that the WMPAs were terminated automatically upon the termination of the Interconnection Agreements. PJM adds that its basis for filing the notices of cancellation is justified.<sup>49</sup>

20. PJM argues that Marengo and Cherry Valley mischaracterize PJM's answer by suggesting that PJM invites the Commission to render a legal conclusion on the state jurisdictional Interconnection Agreements. PJM clarifies that it asks the Commission to enforce the terms of the WMPAs, which were accepted and subject to the Commission's jurisdiction.<sup>50</sup> PJM reiterates that the issue presented in *DTE Electric* was not subject to the Commission's jurisdiction. PJM adds that there is a clear difference in *DTE Electric*, where the Michigan Commission found and the Commission agreed that the facility should be classified as a distribution facility, and therefore subject to Michigan jurisdiction.<sup>51</sup> PJM asserts that in this proceeding, the jurisdictional lines of the WMPAs

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<sup>46</sup> *Id.*

<sup>47</sup> PJM Answer to Marengo Answer at 3; PJM Answer to Cherry Valley Answer at 3.

<sup>48</sup> PJM Answer to Marengo Answer at 3; PJM Answer to Cherry Valley Answer at 3.

<sup>49</sup> PJM Answer to Marengo Answer at 3; PJM Answer to Cherry Valley Answer at 3.

<sup>50</sup> PJM Answer to Marengo Answer at 3-4; PJM Answer to Cherry Valley Answer at 3-4.

<sup>51</sup> PJM Answer to Marengo Answer at 4-5; PJM Answer to Cherry Valley Answer at 4-5.

are not in question, so deferring to the ICC's judgment is not appropriate nor is it consistent with the Commission's policies as Marengo and Cherry Valley suggest.<sup>52</sup> PJM therefore asserts that the Commission should enforce the terms of the WMPAs by accepting the notices of cancellation without deference to the ICC.<sup>53</sup>

#### **IV. Discussion**

##### **A. Procedural Matters**

21. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2024), the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.

22. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2024), prohibits an answer to a protest or answer unless otherwise ordered by the decisional authority. We accept the answers of PJM, ComEd, Cherry Valley, and Marengo because they provided information that assisted us in our decision-making process.

##### **B. Substantive Matters**

23. Based on the facts and circumstances in this matter, we accept PJM's notices of cancellation of both the Marengo WMPA and the Cherry Valley WMPA, effective November 19, 2024, as requested.

24. Section 3.1.4 of the WMPAs states that "[o]n or before July 31, 2021, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA."<sup>54</sup> Section 3.1.4 further states that "[t]his WMPA *shall automatically terminate* upon the termination of the two-party

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<sup>52</sup> PJM Answer to Marengo Answer at 5; PJM Answer to Cherry Valley Answer at 5.

<sup>53</sup> PJM Answer to Marengo Answer at 4-5; PJM Answer to Cherry Valley Answer at 4-5.

<sup>54</sup> See Marengo WMPA, Article 3 (Responsibility for Network or Local Upgrades) § 3.1.4; see also Cherry Valley WMPA, art. 3 (Responsibility for Network or Local Upgrades), § 3.1.4.

Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.”<sup>55</sup>

25. Here, the record reflects that ComEd sent notices of termination of the Interconnection Agreements to Marengo and Cherry Valley and notified PJM of such notices.<sup>56</sup> We find that this is sufficient to demonstrate that a termination of the Interconnection Agreements has, in fact, occurred under the plain terms of the Interconnection Agreements and that the relevant condition for automatic termination of the WMPAs set forth in section 3.1.4 has been met. As PJM states in each filing, the WMPA “is being cancelled because the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner was terminated as of May 9, 2024.”<sup>57</sup>

26. Finally, given our finding that the WMPAs were terminated under the plain terms of the WMPAs, we decline to hold the proceeding in abeyance pending the outcome of the state commission proceeding.<sup>58</sup>

The Commission orders:

PJM’s notices of cancellation are hereby accepted, effective November 19, 2024, as discussed in the body of this order.

By the Commission.

( S E A L )

Debbie-Anne A. Reese,  
Secretary.

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<sup>55</sup> See Marengo WMPA, art. 3 (Responsibility for Network or Local Upgrades), § 3.1.4 (emphasis in pleading); *see also* Cherry Valley WMPA, art. 3 (Responsibility for Network or Local Upgrades), § 3.1.4.

<sup>56</sup> See ComEd Answer at attach. C.

<sup>57</sup> Transmittal at 1.

<sup>58</sup> While Marengo and Cherry Valley rely on *DTE Electric* to support their argument that the pending notices of cancellation should be held in abeyance, we note that in *DTE Electric*, the Commission also considered the comments of the Michigan Commission. *DTE Electric*, 175 FERC ¶ 61,068 at PP 10, 40, 48-49. In the instant proceeding, the ICC did not file comments.

Document Content(s)

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September 19, 2024

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

*Re: PJM Interconnection, L.L.C., Docket No. ER24-\_\_\_\_-000  
Notice of Cancellation of Service Agreement No. 6114, Queue No. AD1-129*

Dear Secretary Reese:

PJM Interconnection, L.L.C. (“PJM”) submits this filing to notify the Federal Energy Regulatory Commission (“Commission”) of the cancellation of a Wholesale Market Participation Agreement (“WMPA”) among PJM, Cherry Valley Solar Project, LLC (“Wholesale Market Participant” or “Cherry Valley Solar”), and Commonwealth Edison Company (“Interconnected Transmission Owner”), designated as Service Agreement No. 6114, filed with and accepted by the Commission in Docket No. ER24-830-000 (the “Cherry Valley Solar WMPA”).<sup>1</sup> The Cherry Valley Solar WMPA is being cancelled, because the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner was terminated as of May 9, 2024. Pursuant to section 3.1.4 of the Cherry Valley Solar WMPA, “[t]his WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.”<sup>2</sup> Therefore, PJM submits this filing

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<sup>1</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-830-000 (Mar. 7, 2024).

<sup>2</sup> See Cherry Valley Solar WMPA, section 3.1.4.

to notify the Commission that Service Agreement No. 6114 is terminated effective November 19, 2024.

## **I. EFFECTIVE DATE**

PJM requests an effective date of November 19, 2024 for the cancellation, sixty-one (61) days from the date of this submission, in accordance with the sixty day (60) notice requirement specified in section 35.15 of the Commission's regulations.<sup>3</sup> The parties have no remaining obligations under Service Agreement No. 6114.

## **II. CORRESPONDENCE AND COMMUNICATION**

The following individuals are designated for inclusion on the official service list<sup>4</sup> in this proceeding, and for receipt of any communications regarding this filing:

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<sup>3</sup> 18 C.F.R. § 35.15 (2022).

<sup>4</sup> To the extent necessary, PJM requests a waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)) so that each named person may be included on the official service list.

### III. SERVICE

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

By: /s/ Salvia Yi

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All state utility regulatory commissions within the PJM Region

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER24-830-000

Issued: March 7, 2024

On January 8, 2024, PJM Interconnection, L.L.C. (PJM) submitted an amended Wholesale Market Participation Agreement among PJM, as Transmission Provider, Cherry Valley Solar Project, LLC, as Wholesale Market Participant, and Commonwealth Edison Company, as Transmission Owner.<sup>1</sup> Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, the submittal is accepted for filing, effective March 9, 2024, as requested.

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

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

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

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

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 6114](#), [PJM SA No. 6114 among PJM, Cherry Valley Solar and ComEd \(1.0.0\)](#).



Document Content(s)

ER24-830-000 - DLO Final.docx.....1



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

Salvia Yi  
Contractor, Office of General Counsel  
T: (215) 901-2211

January 8, 2024

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

*Re: PJM Interconnection, L.L.C.; Docket No. ER24-830-000  
Amendment to Service Agreement No. 6114; Queue Position No. AD1-129*

Dear Secretary Reese:

Pursuant to section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and part 35 of the rules and regulations of the Federal Energy Regulatory Commission (“Commission”),<sup>2</sup> PJM Interconnection, L.L.C. (“PJM”) submits for filing an amended Wholesale Market Participation Agreement (“WMPA”) among PJM, Cherry Valley Solar Project, LLC (“Wholesale Market Participant”), and Commonwealth Edison Company (“Transmission Owner”) (collectively, the “Parties”) (the “Amended WMPA”). The Amended WMPA modifies Service Agreement No. 6114 filed with and accepted by the Commission in Docket No. ER21-2508-000.<sup>3</sup>

PJM submits the Amended WMPA for filing because Commission rules and regulations require any change to the provisions of a service agreement on file with the Commission to be filed as a change in rate.<sup>4</sup>

The Amended WMPA reflects changes to (1) the introductory paragraph, to explain that it is an amended WMPA; (2) Section 2.0 (Notices) to update Wholesale Market Participant contact

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<sup>1</sup> 16 U.S.C. § 824d (2022).

<sup>2</sup> 18 C.F.R. Part 35 (2022).

<sup>3</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER21-2508-000 (Sept. 22, 2021) (“Original WMPA”).

<sup>4</sup> 18 C.F.R. § 35.1(c) (2019).

information; and (3) the signature page to reflect “All signature lines intentionally left blank - See Agreement to Amend executed by the parties on December 7, 2023.” The authorized signatures in the Agreement to Amend (“Amendment”) serve as the Parties’ acceptance of the changes reflected in the Amended WMPA. PJM submits the Amended WMPA as effectuated by the attached Amendment.<sup>5</sup> The remainder of the Amended WMPA, designated as Service Agreement No. 6114, is substantively unchanged from the Original WMPA.

## **I. REQUESTED EFFECTIVE DATE**

PJM requests an effective date of March 9, 2024 for the amendments set forth in the Amendment. The requested effective date is more than sixty (60) days after this submission of the Amended ISA, and thus meets the Commission’s notice requirement.<sup>6</sup>

## **II. DOCUMENTS ENCLOSED**

PJM encloses the following:

1. This transmittal letter;
2. Attachment A: Amended WMPA (Marked) – Service Agreement No. 6114;
3. Attachment B: Amended WMPA (Clean) – Service Agreement No. 6114; and
4. Attachment C: Executed Agreement to Amend.

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<sup>5</sup> The Amendment is attached to this transmittal letter as Attachment C.

<sup>6</sup> 18 C.F.R. § 35.3 (2019).

### III. CORRESPONDENCE AND COMMUNICATIONS

All notices, communications, or correspondence addressed to PJM regarding this matter should be directed to, and PJM requests that the Secretary include on the Commission's official service list,<sup>7</sup> the following:

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](mailto:Craig.Glazer@pjm.com)

Salvia Yi  
Contractor, Office of General Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403-2497  
(215) 901-2211  
[Salvia.Yi@pjm.com](mailto:Salvia.Yi@pjm.com)

Christopher Holt  
Associate General Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
Audubon, PA 19403-2497  
(610) 666-2368  
[Christopher.Holt@pjm.com](mailto:Christopher.Holt@pjm.com)

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<sup>7</sup> PJM requests waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)), so that each named person may be included on the official service list.

#### IV. SERVICE

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

Respectfully submitted,

/s/ Salvia Yi

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)  
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Associate General Counsel  
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2750 Monroe Blvd  
Audubon, PA 19403-2497  
(610) 666-2368  
[Christopher.Holt@pjm.com](mailto:Christopher.Holt@pjm.com)

cc (via email):

Wholesale Market Participant

Nick Clemens– [nick.clemens@greenbackercapital.com](mailto:nick.clemens@greenbackercapital.com)

Transmission Owner

Mike Thorn– [mthorn@firstenergycorp.com](mailto:mthorn@firstenergycorp.com)  
Amanda Parker – [aparker@firstenergycorp.com](mailto:aparker@firstenergycorp.com)  
Tricia Hartzell – [thartzell@firstenergycorp.com](mailto:thartzell@firstenergycorp.com)

All state utility regulatory commissions within the PJM Region

# **ATTACHMENT A**

**WMPA - Original Service Agreement No. 6114  
(Marked Format)**

(PJM Queue #AD1-129)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**  
**Among**  
**PJM INTERCONNECTION, L.L.C.**  
**And**  
**CHERRY VALLEY SOLAR PROJECT, LLC**  
**And**  
**COMMONWEALTH EDISON COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
Cherry Valley Solar Project, LLC  
And  
Commonwealth Edison Company  
(PJM Queue Position #AD1-129)**

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”), Cherry Valley Solar Project, LLC (“Wholesale Market Participant”) and Commonwealth Edison Company (“Transmission Owner” or “ComEd”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6441, effective June 25, 2021, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER21-2508-000.

**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:

Cherry Valley Solar Project, LLC c/o Citrine Solar LLC  
230 Park Avenue, Suite 1560  
New York, NY 10169  
Attn: Nick Clemens  
Phone: 619-820-6238  
Email: [nick.clemens@greenbackercapital.com](mailto:nick.clemens@greenbackercapital.com)

Email address for invoices to be sent:  
[invoices@greenbackercapital.com](mailto:invoices@greenbackercapital.com)~~Cherry Valley Solar Project, LLC~~  
~~Brickstone Square, Suite 300~~  
~~Andover, MA 01810~~  
~~Attn: Mr. Gaurav Mehta~~  
~~Email: [gaurav.mehta@enel.com](mailto:gaurav.mehta@enel.com)~~  
~~Phone: (978) 719-0069~~

Transmission Owner:

Commonwealth Edison Company  
Two Lincoln Centre, 9th Floor  
Oakbrook Terrace, IL 60181-4260  
Attn: Mr. Scott Razze – Manager, Interconnection & System Studies  
Email: [scott.razze@pepcoholdings.com](mailto:scott.razze@pepcoholdings.com)  
Phone: (302) 283-6036

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

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE

FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

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

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

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

## **2.6 Assignment**

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

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

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

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

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

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

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

discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

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

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

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

- 3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of **\$0**. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before **June 1, 2022**, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before **September 30, 2022**, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before **September 30, 2023**, 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 **July 31, 2021**, 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 #AD1-129)

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

By:- /s/ Jason Shoemaker Manager,  
Interconnection Projects 6/25/2021  
Name Title Date

Printed name of signer:- Jason Shoemaker

Wholesale Market Participant: **Cherry Valley Solar Project, LLC**

By:- /s/ Georgios Papadimitriou President & CEO  
4/14/2021  
Name Title Date

Printed name of signer:- Georgios Papadimitriou

Transmission Owner: **Commonwealth Edison Company**

By:- /s/ Doug Dale Manager,  
Interconnection Contracts 6/24/2021  
Name Title Date

Printed name of signer:- Doug Dale

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – SEE AGREEMENT TO  
AMEND SIGNED BY THE PARTIES ON DECEMBER 7, 2023.

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And**

**Cherry Valley Solar Project, LLC**

**And**

**Commonwealth Edison Company  
(PJM Queue Position # AD1-129)**

**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:

Cherry Valley Solar Project, LLC

b. Location of Participant Facility:

Boone County, Illinois

42.2383670, -88.9399290

c. Size in megawatts of Participant Facility:

Maximum Facility Output of **12.5** 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 34.5 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 **7.5** MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the



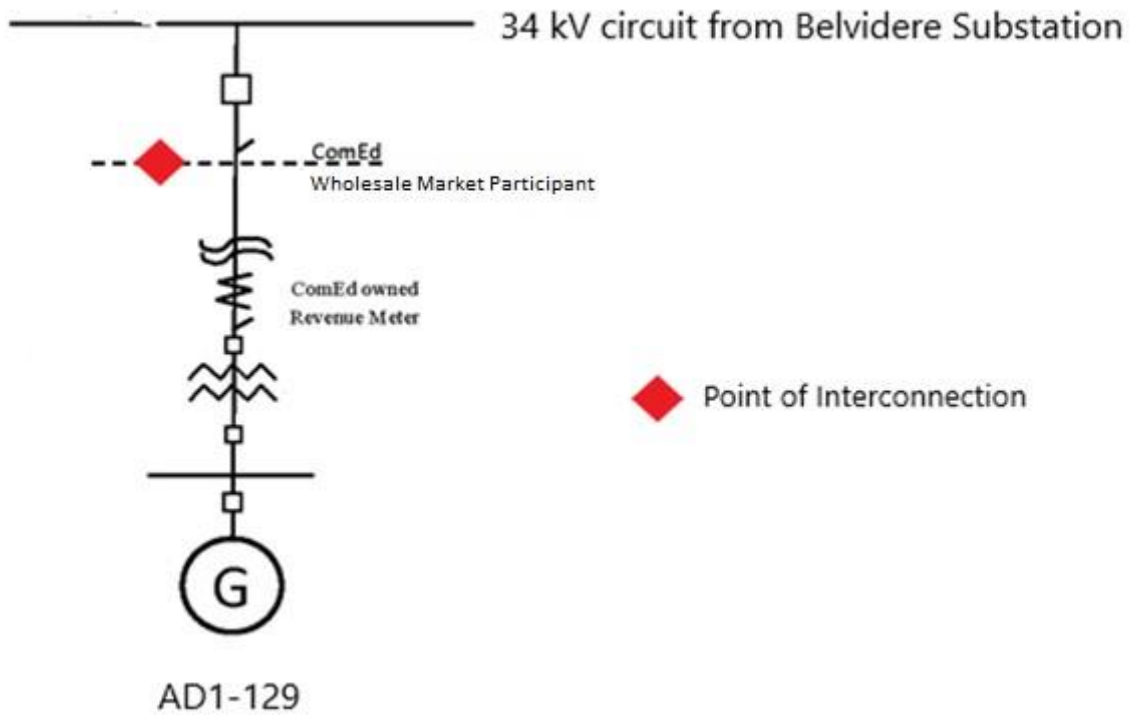
Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater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

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

**SCHEDULES:**

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

**SCHEDULE A**  
**SINGLE-LINE DIAGRAM**



## **SCHEDULE B**

### **LIST OF METERING EQUIPMENT**

The Wholesale Market Participant will be required to install telemetry and communication equipment to provide real-time telemetry and revenue (settlements) data to PJM as well as having the ability to receive and respond to PJM operational command and control signals. The Wholesale Market Participant may elect to have the Transmission Owner install, own, operate, test and maintain the metering equipment at the Wholesale Market Participant's expense. The requirements for this equipment are listed in Appendix 2, Section 8 of Attachment O to the Tariff, as well as PJM Manuals 01 and 14D.

Should the Wholesale Market Participant wish to participate in the ancillary services market (regulation), communications equipment will need to be installed along with additional metering equipment.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

## **SCHEDULE D**

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

ComEd DER Interconnection Guidelines for Customers Interconnection for Parallel  
Generation 7/20/2018 Rev. 0

<https://www.pjm.com/-/media/planning/plan-standards/private-ce/der-interconnection-guidelines-for-customers.ashx>

## **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**

**WMPA - Original Service Agreement No. 6114  
(Clean Format)**

(PJM Queue #AD1-129)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**  
**Among**  
**PJM INTERCONNECTION, L.L.C.**  
**And**  
**CHERRY VALLEY SOLAR PROJECT, LLC**  
**And**  
**COMMONWEALTH EDISON COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
Cherry Valley Solar Project, LLC  
And  
Commonwealth Edison Company  
(PJM Queue Position #AD1-129)**

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”), Cherry Valley Solar Project, LLC (“Wholesale Market Participant”) and Commonwealth Edison Company (“Transmission Owner” or “ComEd”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6441, effective June 25, 2021, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER21-2508-000.

**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:

Cherry Valley Solar Project, LLC c/o Citrine Solar LLC  
230 Park Avenue, Suite 1560  
New York, NY 10169  
Attn: Nick Clemens  
Phone: 619-820-6238  
Email: [nick.clemens@greenbackercapital.com](mailto:nick.clemens@greenbackercapital.com)

Email address for invoices to be sent:  
[invoices@greenbackercapital.com](mailto:invoices@greenbackercapital.com)

Transmission Owner:

Commonwealth Edison Company  
Two Lincoln Centre, 9th Floor  
Oakbrook Terrace, IL 60181-4260  
Attn: Mr. Scott Razze – Manager, Interconnection & System Studies  
Email: [scott.razze@pepcoholdings.com](mailto:scott.razze@pepcoholdings.com)  
Phone: (302) 283-6036

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

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

is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

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

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

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

## **2.6 Assignment**

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

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

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

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

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

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

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

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

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

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

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

- 3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of **\$0**. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before **June 1, 2022**, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before **September 30, 2022**, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before **September 30, 2023**, 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 **July 31, 2021**, 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 #AD1-129)

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

By: \_\_\_\_\_  
Name Title Date

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

Wholesale Market Participant: **Cherry Valley Solar Project, LLC**

By: \_\_\_\_\_  
Name Title Date

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

Transmission Owner: **Commonwealth Edison Company**

By: \_\_\_\_\_  
Name Title Date

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

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – SEE AGREEMENT TO  
AMEND SIGNED BY THE PARTIES ON DECEMBER 7, 2023.

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And**

**Cherry Valley Solar Project, LLC**

**And**

**Commonwealth Edison Company  
(PJM Queue Position # AD1-129)**

**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:

Cherry Valley Solar Project, LLC

b. Location of Participant Facility:

Boone County, Illinois

42.2383670, -88.9399290

c. Size in megawatts of Participant Facility:

Maximum Facility Output of **12.5** 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 34.5 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 **7.5** MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the

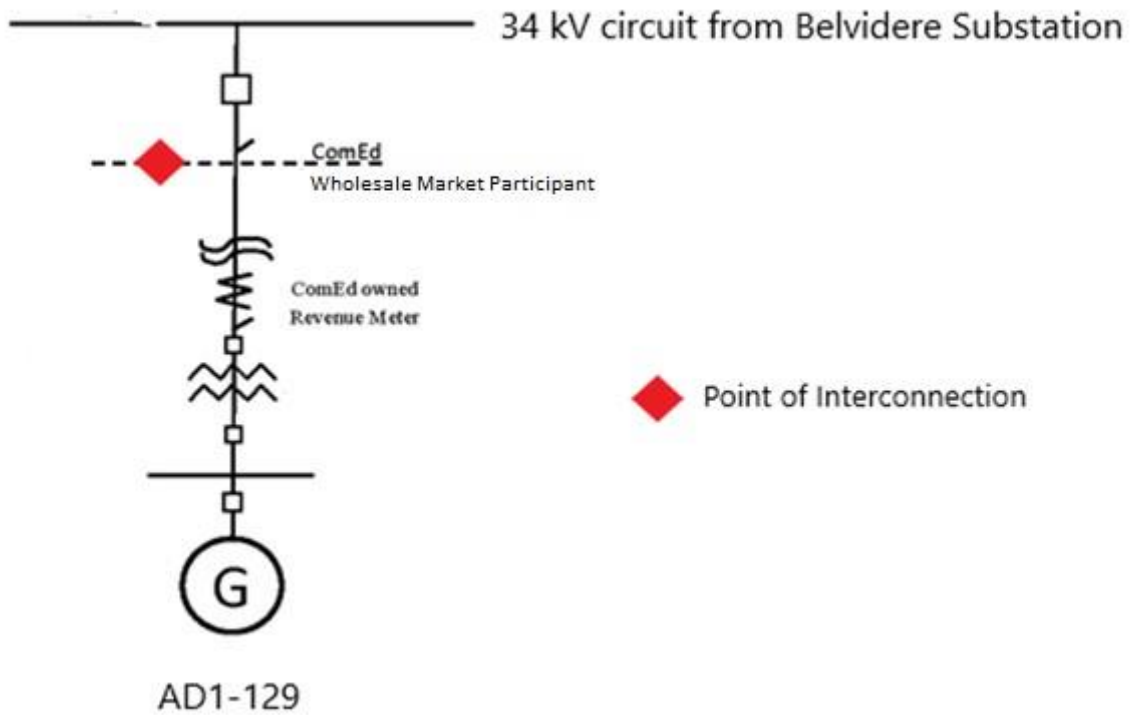
Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater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

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

**SCHEDULES:**

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

**SCHEDULE A**  
**SINGLE-LINE DIAGRAM**



## **SCHEDULE B**

### **LIST OF METERING EQUIPMENT**

The Wholesale Market Participant will be required to install telemetry and communication equipment to provide real-time telemetry and revenue (settlements) data to PJM as well as having the ability to receive and respond to PJM operational command and control signals. The Wholesale Market Participant may elect to have the Transmission Owner install, own, operate, test and maintain the metering equipment at the Wholesale Market Participant's expense. The requirements for this equipment are listed in Appendix 2, Section 8 of Attachment O to the Tariff, as well as PJM Manuals 01 and 14D.

Should the Wholesale Market Participant wish to participate in the ancillary services market (regulation), communications equipment will need to be installed along with additional metering equipment.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.



## **SCHEDULE D**

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

ComEd DER Interconnection Guidelines for Customers Interconnection for Parallel  
Generation 7/20/2018 Rev. 0

<https://www.pjm.com/-/media/planning/plan-standards/private-ce/der-interconnection-guidelines-for-customers.ashx>

## **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 Agreement to Amend**

**AGREEMENT TO AMEND**  
**By and Among**  
**PJM Interconnection, L.L.C.**  
**And**  
**Cherry Valley Solar Project, LLC**  
**And**  
**Commonwealth Edison Company**  
**(PJM Queue Position #AD1-129)**

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

**RECITALS**

WHEREAS, PJM, Wholesale Market Participant and Transmission Owner are parties to the following service agreement (the “Service Agreement”), filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER21-2508-000, designated as follows:

<b>Type of Service Agreement</b>	<b>Service Agreement Number</b>	<b>Parties to the Agreement</b>	<b>Effective Date</b>
Wholesale Market Participation Agreement (“WMPA”)	6114	PJM, Cherry Valley Solar Project, LLC, and Commonwealth Edison Company	June 25, 2021

WHEREAS, Section 2.4 of the Wholesale Market Participation Agreement provides that the Service Agreement, or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement; and

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

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

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement.
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement by making the changes listed in Appendix A hereto. The Parties authorize PJM to file the amended Service Agreement with the Commission without the necessity of additional signatures from 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 #AD1-129)

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

By: Andrew J Lambert Manager, Interconnection Planning Projects 12/16/2023  
Name Title Date

Printed name of signer: Andrew J Lambert

**Wholesale Market Participant: Cherry Valley Solar Project, LLC**

By: Matthew Murphy Authorized Rep 11/27/2023  
Name Title Date

Printed name of signer: Matthew Murphy

**Transmission Owner: Commonwealth Edison Company**

By: Dave Weaver Vice President Transmission Strategy 12/05/2023  
Name Title Date

Printed name of signer: Dave Weaver

## APPENDIX A

Section Changed	Changed From	Changed To	Explanation
WMPA, introductory paragraph	...	This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 6441, effective June 25, 2021, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER21-2508-000.	A sentence is added to explain that this is an amended WMPA.
WMPA, Section 2.0 Notices	<p>Wholesale Market Participant: Cherry Valley Solar Project, LLC Brickstone Square, Suite 300 Andover, MA 01810 Attn: Mr. Gaurav Mehta</p> <p>Email: <a href="mailto:gaurav.mehta@enel.com">gaurav.mehta@enel.com</a> Phone: (978) 719-0069</p>	<p>Wholesale Market Participant: Cherry Valley Solar Project, LLC c/o Citrine Solar LLC 230 Park Avenue, Suite 1560 New York, NY 10169 Attn: Nick Clemens Phone: 619-820-6238 Email: <a href="mailto:nick.clemens@greenbackercapital.com">nick.clemens@greenbackercapital.com</a></p> <p>Email address for invoices to be sent: <a href="mailto:invoices@greenbackercapital.com">invoices@greenbackercapital.com</a></p>	Update to the Whole Market Participant's contact information, due to a change in upstream ownership.