

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER24-2102-000

Issued: July 26, 2024

On May 28, 2024, PJM Interconnection, L.L.C. (PJM) submitted an amended Wholesale Market Participation Agreement among PJM, as Transmission Provider, Costen Solar, LLC, as Wholesale Market Participant, and Delmarva Power & Light 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 July 29, 2024, as requested.

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

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

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

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

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 6374](#), [PJM SA No. 6374 among PJM, Costen Solar and DPL \(1.0.0\)](#).

Document Content(s)

ER24-2102-000 DLO.docx.....1



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

May 28, 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  
Amendment to Service Agreement No. 6374; Queue Position No. AG1-360*

Dear Secretary Reese:

Pursuant to section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,<sup>2</sup> PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”) submits for filing an amended Wholesale Market Participation Agreement (“Amended WMPA”) among PJM, Costen Solar, LLC (formerly known as Costen Solar, Inc.) (“Wholesale Market Participant”), and Delmarva Power & Light Company (“Transmission Owner”) (collectively, the “Parties”) (the “Amended WMPA”). The Amended WMPA modifies Service Agreement No. 6374 filed with and accepted by the Commission in Docket No. ER22-1122-000<sup>3</sup>, effective January 26, 2022 (the “Original WMPA”).

## **I. DESCRIPTION OF THE AMENDED WMPA**

The Amended WMPA reflects the following changes to the Original WMPA:

(1) Introductory paragraph to indicate that the Original WMPA has been amended;

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<sup>1</sup> 16 U.S.C. § 824d (2018).

<sup>2</sup> 18 C.F.R. part 35 (2023).

<sup>3</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER22-1122-000 (Mar. 30, 2022).

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- (2) Cover page, first page title block, introductory paragraph, section 2.0 (Notices), signature page, and specifications page title block to reflect the assignment of Service Agreement No. 6374 from Costen Solar, Inc. to Costen Solar, LLC;
- (3) Section 3.1.2 (Commercial Operation) to reflect revised milestone dates; and
- (4) Signature block to replace the signatures with the following language: “ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – SEE AGREEMENT TO AMEND AND MILESTONE CHANGE DOCUMENT EXECUTED BY THE PARTIES ON MAY 6, 2024 AND APRIL 28, 2024 RESPECTIVELY.”

The Parties effectuated the foregoing changes through the attached Agreement to Amend (“AA”) and Milestone Change Document (“MCD”).<sup>4</sup> Except for the revisions specified above, all other terms and conditions of the Original WMPA remain the same.

## **II. REQUESTED EFFECTIVE DATE**

PJM requests an effective date of July 29, 2024 for the Amended WMPA. The requested effective date is the first business day 61 days after this submission of the Amended WMPA, and thus meets the Commission’s notice requirement.<sup>5</sup>

## **III. DOCUMENTS ENCLOSED**

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

1. Attachment A: Amended WMPA, Service Agreement No. 6374 (Marked Format);
2. Attachment B: Amended WMPA, Service Agreement No. 6374 (Clean Format);  
and
3. Attachment C: Executed Agreement to Amend and Milestone Change Document.

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<sup>4</sup> The executed AA and MCD are attached to this transmittal letter as Attachment C.

<sup>5</sup> 18 C.F.R. § 35.3(a) (2022).

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May 28, 2024  
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#### IV. CORRESPONDENCE AND COMMUNICATIONS

All notices, correspondence, and communications addressed to PJM regarding this matter should be directed to, and PJM requests that the Secretary include on the Commission's official service list, the following:<sup>6</sup>

Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
1200 G Street, N.W, Suite 600  
Washington, D.C. 20005  
(202) 423-4743  
[craig.glazer@pjm.com](mailto:craig.glazer@pjm.com)

Jeffrey M. Gray  
Gray PLLC  
P.O. Box 620323  
Middleton, WI 53562-0323  
(608) 628-3800  
[jeffrey.gray@pjm.com](mailto:jeffrey.gray@pjm.com)

Counsel for  
PJM Interconnection, L.L.C.

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

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<sup>6</sup> 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.

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## V. SERVICE

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

Respectfully submitted,

By: /s/ Jeffrey M. Gray

Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
1200 G Street, N.W, Suite 600  
Washington, D.C. 20005  
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Counsel for  
PJM Interconnection, L.L.C.

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

cc (via email):

Wholesale Market Participant  
Stephen Wood – [joywood@verizon.net](mailto:joywood@verizon.net)

Transmission Owner  
Manager, Interconnection and System Studies – [Interconnections@Pepcoholdings.com](mailto:Interconnections@Pepcoholdings.com)

All state utility regulatory commissions within the PJM Region

Attachment A  
Service Agreement No. 6374  
(Marked Format)

Service Agreement No. 6374

(PJM Queue #AG1-360)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

Among

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

And

**COSTEN SOLAR, LLC~~INC~~**

And

**DELMARVA POWER & LIGHT COMPANY**



Service Agreement No. 6374

**WHOLESALE MARKET PARTICIPATION AGREEMENT****By and Among  
PJM Interconnection, L.L.C.****And****Costen Solar, ~~LLC~~<sup>Inc</sup>****And****Delmarva Power & Light Company  
(PJM Queue Position #AG1-360)**

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”), Costen Solar, ~~LLC~~<sup>Inc</sup> (“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 Service Agreement No. 6374 effective January 26, 2022, filed with and accepted by the Federal Energy Regulatory Commission (“FERC” or “Commission”) in Docket No. ER22-1122-000.

**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 Choptank Electric Cooperative (“CEC”) 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:

Costen Solar, ~~LLC~~<sup>Inc</sup>  
8060 Main Street  
Ellicott, MD 21043  
Attn: Stephen Wood, VP Operations  
Email: [joywood@verizon.net](mailto:joywood@verizon.net)  
Phone: (646) 385-1537

Transmission Owner:

Delmarva Power and 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](mailto: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 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.

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### 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 August 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 ~~November~~August 31, 2024~~3~~, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 30, 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.
- 3.1.4A Interconnection Agreement.** On or before November 1, 2021, Wholesale Market Participant must enter into an Interconnection Agreement with the Choptank Electric Cooperative 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 Choptank Electric Cooperative.

**3.1.4B Interconnection Agreement.** On or before Commercial Operation Date, (1) Wholesale Market Participant must provide to DPL documentation that Over-Voltage Relaying on the high side (69 kV) of Choptank Electric Cooperative's transformer at the Costen Substation has been implemented by Choptank Electric Cooperative, and (2) DPL must confirm to Wholesale Market Participant, and not unreasonably withhold confirmation, that this implementation has occurred.

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 #AG1-360)

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

By: /s/ ~~Jason Shoemaker~~ \_\_\_\_\_ ~~Manager,~~  
~~Interconnection Projects~~ \_\_\_\_\_ ~~1/26/2022~~ \_\_\_\_\_  
Name Title Date

Printed name of signer: ~~Jason Shoemaker~~ \_\_\_\_\_  
\_\_\_\_\_

Wholesale Market Participant: **Costen Solar, LLC**

By: /s/ \_\_\_\_\_  
\_\_\_\_\_  
Name Title Date  
By: /s/ ~~Stephen Wood~~ \_\_\_\_\_ ~~Vice President~~ \_\_\_\_\_ ~~6/4/2021~~ \_\_\_\_\_  
Name Title Date

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

Printed name of signer: ~~Stephen Wood~~ \_\_\_\_\_  
\_\_\_\_\_

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

By: /s/ \_\_\_\_\_  
\_\_\_\_\_  
Name Title Date  
By: /s/ ~~David Weaver~~ \_\_\_\_\_ ~~Vice President Transmission Strategy~~ \_\_\_\_\_ ~~1/24/2022~~ \_\_\_\_\_  
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 MAY 6, 2024 AND APRIL 28, 2024 RESPECTIVELY. DATE  
Printed name of signer: David Weaver

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And  
COSTEN SOLAR, ~~LLC~~ INC**

**And  
DELMARVA POWER & LIGHT COMPANY  
(PJM Queue Position # AG1-360)**

**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:

Costen Solar

b. Location of Participant Facility:

33001 Costen Road,  
Pocomoke City, MD 21851

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 8.75 MW

d. Description of the equipment configuration:

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

**2.0 Rights for Generation Wholesale Market Participant**

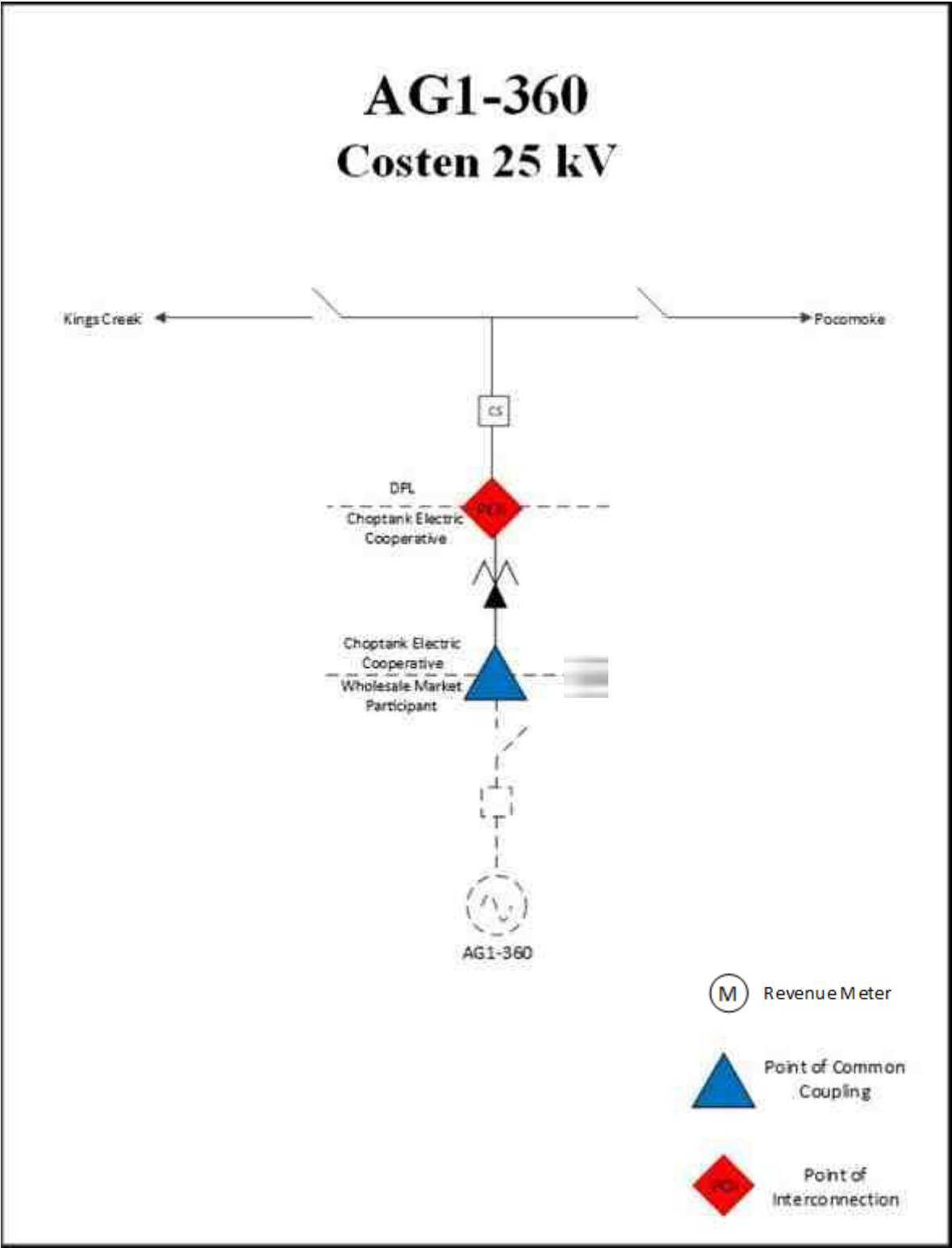
**2.1 Energy Resource:** The Participant Facility described in Section 1.0 shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s markets in an amount equal to the Participant Facility’s Maximum Facility Output indicated in Section 1.0c of the 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**

Wholesale Market Participant shall be responsible for the installation of metering and telemetry at the point of common coupling (as shown in Schedule A) between the Wholesale Market Participant's Participant Facility and the CEC system as required by PJM Manuals M-01 and M14D. CEC and the Wholesale Market Participant will collectively determine meter ownership.

Wholesale Market Participant shall make its metering data at the point of common coupling available to CEC, or its affiliate, via telemetry for use by CEC and Transmission Owner for balancing, settlement and audit purposes. Wholesale Market Participant may purchase and install its own backup metering.

**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**

1. Nothing in this WMPA provides any rights with regard to the use of the distribution facilities owned, operated, and maintained by CEC.
2. The Point of Interconnection (for the purpose of effectuating sales of energy into PJM's wholesale markets) under this WMPA is physically located at a point where the Transmission Owner's facilities are connected to facilities owned by CEC, to which Wholesale Market Participant's facilities are or will be interconnected. Therefore, the Parties acknowledge and agree that interconnection of the Wholesale Market Participant under this WMPA depends upon the physical availability of, and Wholesale Market Participant's right to utilize, the CEC facilities and the interconnection of the CEC facilities with those of the Wholesale Market Participant and the Transmission Owner. Accordingly, the following shall apply:
  - 2.1 Wholesale Market Participant shall obtain CEC agreement allowing Wholesale Market Participant to utilize the CEC facilities to transport energy produced by the Wholesale Market Participant's Facility to the Point of Interconnection as shown on Schedule A of this WMPA.
  - 2.2 Concurrent with execution of this WMPA, Wholesale Market Participant shall provide Transmission Provider with copies of any and all agreements pursuant to which CEC agrees to grant to the Wholesale Market Participant rights as described in Section 2.1 of this Schedule F.
  - 2.3 In the event that any of the CEC facilities used to provide interconnection of the Wholesale Market Participant become unavailable for any reason to carry energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A, the Wholesale Market Participant's rights to interconnect under this WMPA, and thus Wholesale Market Participant's rights to inject energy into the Transmission Provider's Transmission System as set forth in Section 2 of the Specifications above, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.
  - 2.4 In the event that CEC ceases operations at its facility where the Wholesale Market Participant's Facility is located, or removes from service any of the electrical facilities on which Wholesale Market Participant's interconnection hereunder depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A of this WMPA.

# Attachment B

## Service Agreement No. 6374

### (Clean Tariff)

Service Agreement No. 6374

(PJM Queue #AG1-360)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

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

**And**

**COSTEN SOLAR, LLC**

**And**

**DELMARVA POWER & LIGHT COMPANY**

Service Agreement No. 6374

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among**  
**PJM Interconnection, L.L.C.**  
**And**  
**Costen Solar, LLC**  
**And**  
**Delmarva Power & Light Company**  
**(PJM Queue Position #AG1-360)**

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”), Costen Solar, LLC (“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 Service Agreement No. 6374 effective January 26, 2022, filed with and accepted by the Federal Energy Regulatory Commission (“FERC” or “Commission”) in Docket No. ER22-1122-000.

**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 Choptank Electric Cooperative (“CEC”) 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:

Costen Solar, LLC  
8060 Main Street  
Ellicott, MD 21043  
Attn: Stephen Wood, VP Operations  
Email: [joywood@verizon.net](mailto:joywood@verizon.net)  
Phone: (646) 385-1537

Transmission Owner:

Delmarva Power and 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](mailto: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 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 August 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 August 31, 2024, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 30, 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.
- 3.1.4A Interconnection Agreement.** On or before November 1, 2021, Wholesale Market Participant must enter into an Interconnection Agreement with the Choptank Electric Cooperative 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 Choptank Electric Cooperative.

**3.1.4B Interconnection Agreement.** On or before Commercial Operation Date, (1) Wholesale Market Participant must provide to DPL documentation that Over-Voltage Relaying on the high side (69 kV) of Choptank Electric Cooperative's transformer at the Costen Substation has been implemented by Choptank Electric Cooperative, and (2) DPL must confirm to Wholesale Market Participant, and not unreasonably withhold confirmation, that this implementation has occurred.

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 #AG1-360)

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

By: /s/ \_\_\_\_\_  
Name Title Date

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

Wholesale Market Participant: **Costen Solar, LLC**

By: /s/ \_\_\_\_\_  
Name Title Date

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

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

By: /s/ \_\_\_\_\_  
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  
MAY 6, 2024 AND APRIL 28, 2024 RESPECTIVELY.

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT  
By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
COSTEN SOLAR, LLC  
And  
DELMARVA POWER & LIGHT COMPANY  
(PJM Queue Position # AG1-360)**

**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:

Costen Solar

b. Location of Participant Facility:

33001 Costen Road,  
Pocomoke City, MD 21851

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 8.75 MW

d. Description of the equipment configuration:

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

**2.0 Rights for Generation Wholesale Market Participant**

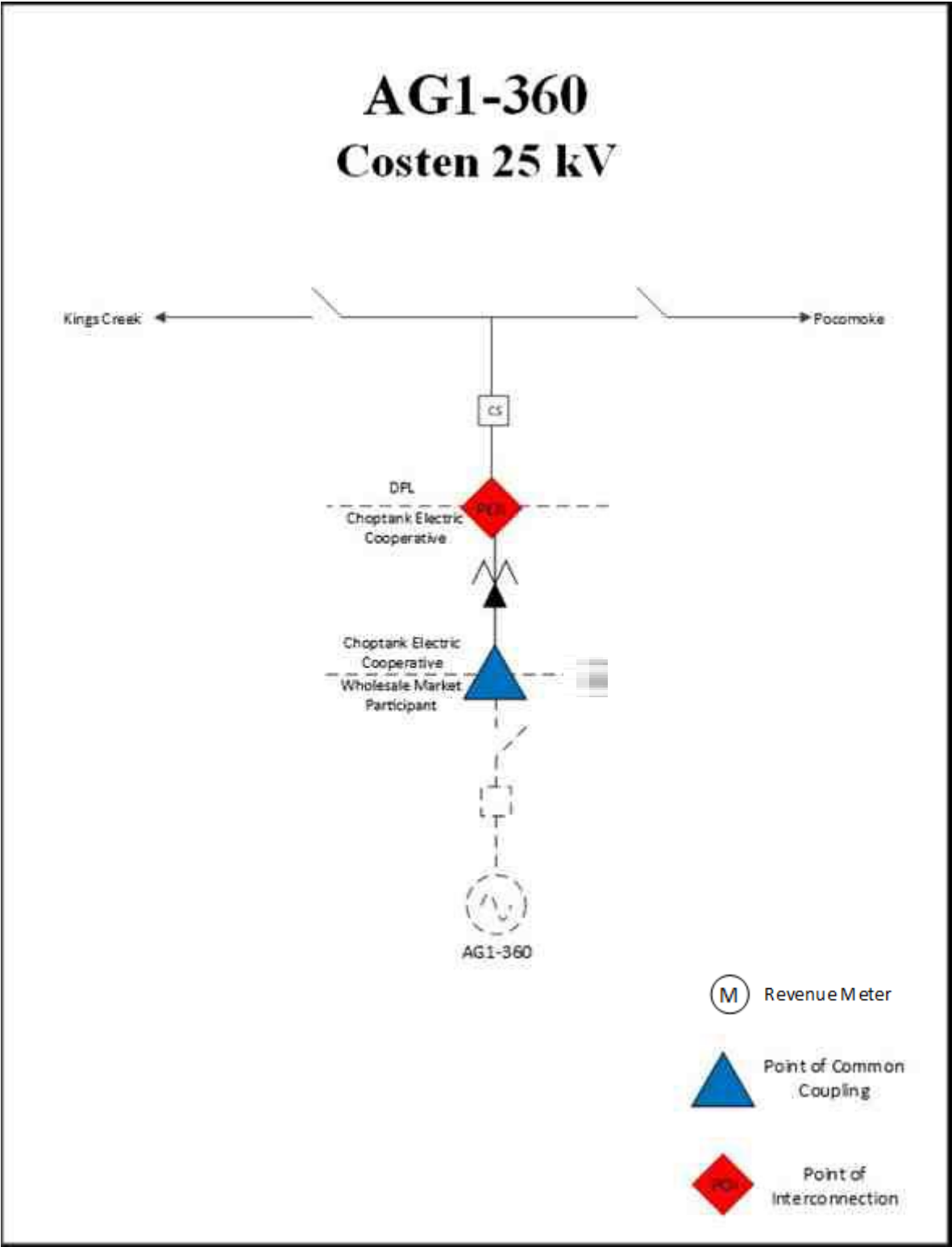
**2.1 Energy Resource:** The Participant Facility described in Section 1.0 shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s markets in an amount equal to the Participant Facility’s Maximum Facility Output indicated in Section 1.0c of the 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**

Wholesale Market Participant shall be responsible for the installation of metering and telemetry at the point of common coupling (as shown in Schedule A) between the Wholesale Market Participant's Participant Facility and the CEC system as required by PJM Manuals M-01 and M14D. CEC and the Wholesale Market Participant will collectively determine meter ownership.

Wholesale Market Participant shall make its metering data at the point of common coupling available to CEC, or its affiliate, via telemetry for use by CEC and Transmission Owner for balancing, settlement and audit purposes. Wholesale Market Participant may purchase and install its own backup metering.

**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**

1. Nothing in this WMPA provides any rights with regard to the use of the distribution facilities owned, operated, and maintained by CEC.
2. The Point of Interconnection (for the purpose of effectuating sales of energy into PJM's wholesale markets) under this WMPA is physically located at a point where the Transmission Owner's facilities are connected to facilities owned by CEC, to which Wholesale Market Participant's facilities are or will be interconnected. Therefore, the Parties acknowledge and agree that interconnection of the Wholesale Market Participant under this WMPA depends upon the physical availability of, and Wholesale Market Participant's right to utilize, the CEC facilities and the interconnection of the CEC facilities with those of the Wholesale Market Participant and the Transmission Owner. Accordingly, the following shall apply:
  - 2.1 Wholesale Market Participant shall obtain CEC agreement allowing Wholesale Market Participant to utilize the CEC facilities to transport energy produced by the Wholesale Market Participant's Facility to the Point of Interconnection as shown on Schedule A of this WMPA.
  - 2.2 Concurrent with execution of this WMPA, Wholesale Market Participant shall provide Transmission Provider with copies of any and all agreements pursuant to which CEC agrees to grant to the Wholesale Market Participant rights as described in Section 2.1 of this Schedule F.
  - 2.3 In the event that any of the CEC facilities used to provide interconnection of the Wholesale Market Participant become unavailable for any reason to carry energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A, the Wholesale Market Participant's rights to interconnect under this WMPA, and thus Wholesale Market Participant's rights to inject energy into the Transmission Provider's Transmission System as set forth in Section 2 of the Specifications above, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.
  - 2.4 In the event that CEC ceases operations at its facility where the Wholesale Market Participant's Facility is located, or removes from service any of the electrical facilities on which Wholesale Market Participant's interconnection hereunder depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A of this WMPA.

# Attachment C

Service Agreement No. 6374  
Executed Agreement to Amend  
and  
Milestone Change Document

**AGREEMENT TO AMEND FOR ASSIGNMENT WITHOUT PRIOR CONSENT**

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

**And**

**Costen Solar, Inc.**

**And**

**Costen Solar, LLC**

**And**

**Delmarva Power & Light Company  
(PJM Queue Position #AG1-360)**

This AGREEMENT TO AMEND FOR ASSIGNMENT WITHOUT PRIOR CONSENT (“Amendment”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Costen Solar, Inc. (“Wholesale Market Participant” or “Assignor”), Costen Solar, LLC (“Assignee”), 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, filed with and accepted by the Federal Energy Regulatory Commission (“Commission”) in Docket No. ER22-1122-000 (the “Service Agreement”), designated as follows:

<b>Type of Service Agreement</b>	<b>Service Agreement Number</b>	<b>Effective Date</b>
Wholesale Market Participation Agreement (“WMPA”)	6374	January 26, 2022

WHEREAS, WMPA, section 2.4 provides that the Service Agreement, or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement.

WHEREAS, pursuant to WMPA, section 2.6.2, the assignment from Assignor to Assignee arises from a sale to an affiliate for which consent to assignment is not required; however, Assignor and Assignee acknowledge that this assignment shall not relieve or discharge Assignor from any of its obligations under the Service Agreement absent written consent by Assignee and Transmission Provider.

WHEREAS, pursuant to WMPA, section 2.6.2, Assignor and Assignee acknowledge and agree that, as of the December 30, 2022 effective date of the assignment, Assignee has the technical and operational competence to comply with the requirements of the Service Agreement, and the Assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under the Service Agreement.

WHEREAS, by this written document, 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 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 the Parties.
3. Counterparts. This Amendment 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.
4. Party Obligations. The Parties hereby agree that the assignment shall not relieve or discharge Assignor from any of its obligations under the Service Agreement.

Except as set forth in this Amendment, the Service Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of conflict between this Amendment and the Service Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the Parties have executed this Amendment, 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 Amendment.

(PJM Queue Position #AG1-360)

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

By: Jason Shoemaker Manager, Interconnection Projects May 6, 2024  
Name Title Date

Printed name of signer: Jason Shoemaker

**Assignor: Costen Solar, Inc.**

By: Stephen Wood Vice President 4/12/2024  
Name Title Date

Printed name of signer: Stephen wood

**Assignee: Costen Solar, LLC**

By: Stephen Wood vice President 4/12/2024  
Name Title Date

Printed name of signer: Stephen wood

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

By: David Weaver David weaver VP Transmission Strategy April 29, 2024  
Name Title Date

Printed name of signer: David weaver

**APPENDIX A**

<b>Section Changed</b>	<b>Changed From</b>	<b>Changed To</b>	<b>Explanation</b>
Introductory paragraph	...	This WMPA amends Service Agreement No. 6374 effective January 26, 2022, filed with and accepted by the Federal Energy Regulatory Commission (“FERC” or “Commission”) in Docket No. ER22-1122-000.	A sentence is added to explain that this is an amended WMPA.
Cover page, first page title block, introductory paragraph, section 2.0 (Notices), signature page, and specifications page title block	Costen Solar, Inc	Costen Solar, LLC	Wholesale Market Participant name is changed to reflect the affiliate assignment.



**MILESTONE CHANGE DOCUMENT****PARTIES**

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

Party Type	Company Name
Wholesale Market Participant	Costen Solar, Inc

Party Type	Company Name
Transmission Owner	Delmarva Power & Light Company

**QUEUE POSITION**

Queue Type	Number
PJM Queue Position	AG1-360

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	6374	Costen Solar, Inc	January 26, 2022	ER22-1122-000
		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 Transmission Provider may reasonably extend 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.

Wholesale Market Participant has encountered delays in equipment acquisition. Pursuant to Section 3.1 of the Service Agreement and the authority granted therein, PJM has determined that 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
3.1.2. (Commercial Operation)	(i) On or before November 1, 2023, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 30, 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.	(i) On or before August 31, 2024, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 30, 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.

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 with the Federal Energy Regulatory Commission (Commission) the amended Service Agreement and Milestone Change Document to reflect the above milestone date changes, 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. In the event of 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, Interconnection Projects	
Date	Apr 28, 2024	

Party Type		Company Name
Wholesale Market Participant		Costen Solar, Inc
Signature	<i>Rick Berube</i>	
Name	Rick Berube	
Title	Authorized Signatory	
Date	Apr 23, 2024	

Party Type		Company Name
Transmission Owner		Delmarva Power & Light Company
Signature	<i>Douglas Dale</i>	
Name	Douglas Dale	
Title	Sr. Manager, Interconnection Contracts	
Date	Apr 24, 2024	

FERC rendition of the electronically filed tariff records in Docket No. ER24-02102-000

Filing Data:

CID: C000030

Filing Title: Amendment to WMPA SA No. 6374, Queue No. AG1-360 (amend)

Company Filing Identifier: 9756

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: PJM Service Agreements Tariff

Tariff ID: 40

Payment Confirmation:

Suspension Motion:

Tariff Record Data:

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

PJM SA No. 6374, PJM SA No. 6374 among PJM, Costen Solar and DPL, 1.0.0, A

Record Narrative Name:

Tariff Record ID: 3048

Tariff Record Collation Value: 1103063120 Tariff Record Parent Identifier: 0

Proposed Date: 2024-07-29

Priority Order: 500

Record Change Type: CHANGE

Record Content Type: 1

Associated Filing Identifier:

Service Agreement No. 6374

(PJM Queue #AG1-360)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

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

**And**

**COSTEN SOLAR, LLC**

**And**

**DELMARVA POWER & LIGHT COMPANY**

Service Agreement No. 6374

**WHOLESALE MARKET PARTICIPATION AGREEMENT****By and Among  
PJM Interconnection, L.L.C.****And****Costen Solar, LLC****And****Delmarva Power & Light Company  
(PJM Queue Position #AG1-360)**

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”), Costen Solar, LLC (“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 Service Agreement No. 6374 effective January 26, 2022, filed with and accepted by the Federal Energy Regulatory Commission (“FERC” or “Commission”) in Docket No. ER22-1122-000.

**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 Choptank Electric Cooperative (“CEC”) 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:

Costen Solar, LLC  
8060 Main Street  
Ellicott, MD 21043  
Attn: Stephen Wood, VP Operations  
Email: [joywood@verizon.net](mailto:joywood@verizon.net)  
Phone: (646) 385-1537

Transmission Owner:

Delmarva Power and 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](mailto: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 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 August 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 August 31, 2024, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 30, 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.
- 3.1.4A Interconnection Agreement.** On or before November 1, 2021, Wholesale Market Participant must enter into an Interconnection Agreement with the Choptank Electric Cooperative 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 Choptank Electric Cooperative.

**3.1.4B Interconnection Agreement.** On or before Commercial Operation Date, (1) Wholesale Market Participant must provide to DPL documentation that Over-Voltage Relaying on the high side (69 kV) of Choptank Electric Cooperative's transformer at the Costen Substation has been implemented by Choptank Electric Cooperative, and (2) DPL must confirm to Wholesale Market Participant, and not unreasonably withhold confirmation, that this implementation has occurred.

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 #AG1-360)

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

By: /s/ \_\_\_\_\_  
Name Title Date

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

Wholesale Market Participant: **Costen Solar, LLC**

By: /s/ \_\_\_\_\_  
Name Title Date

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

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

By: /s/ \_\_\_\_\_  
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  
MAY 6, 2024 AND APRIL 28, 2024 RESPECTIVELY.

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And  
COSTEN SOLAR, LLC**

**And  
DELMARVA POWER & LIGHT COMPANY  
(PJM Queue Position # AG1-360)**

**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:

Costen Solar

b. Location of Participant Facility:

33001 Costen Road,  
Pocomoke City, MD 21851

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 8.75 MW

d. Description of the equipment configuration:

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

**2.0 Rights for Generation Wholesale Market Participant**

**2.1 Energy Resource:** The Participant Facility described in Section 1.0 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:**

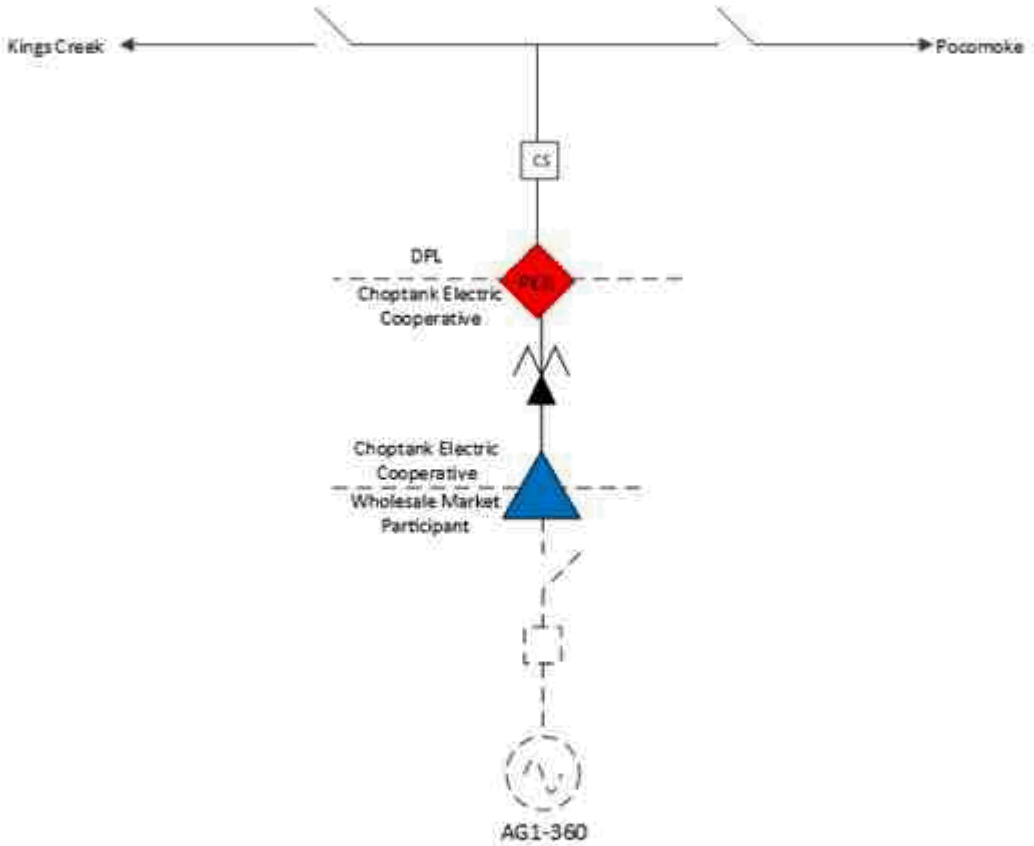
- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM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

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

M enue Meter

# AG1-360

## Costen 25 kV





**SCHEDULE B****LIST OF METERING EQUIPMENT**

Wholesale Market Participant shall be responsible for the installation of metering and telemetry at the point of common coupling (as shown in Schedule A) between the Wholesale Market Participant's Participant Facility and the CEC system as required by PJM Manuals M-01 and M14D. CEC and the Wholesale Market Participant will collectively determine meter ownership.

Wholesale Market Participant shall make its metering data at the point of common coupling available to CEC, or its affiliate, via telemetry for use by CEC and Transmission Owner for balancing, settlement and audit purposes. Wholesale Market Participant may purchase and install its own backup metering.

**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**

1. Nothing in this WMPA provides any rights with regard to the use of the distribution facilities owned, operated, and maintained by CEC.
2. The Point of Interconnection (for the purpose of effectuating sales of energy into PJM's wholesale markets) under this WMPA is physically located at a point where the Transmission Owner's facilities are connected to facilities owned by CEC, to which Wholesale Market Participant's facilities are or will be interconnected. Therefore, the Parties acknowledge and agree that interconnection of the Wholesale Market Participant under this WMPA depends upon the physical availability of, and Wholesale Market Participant's right to utilize, the CEC facilities and the interconnection of the CEC facilities with those of the Wholesale Market Participant and the Transmission Owner. Accordingly, the following shall apply:
  - 2.1 Wholesale Market Participant shall obtain CEC agreement allowing Wholesale Market Participant to utilize the CEC facilities to transport energy produced by the Wholesale Market Participant's Facility to the Point of Interconnection as shown on Schedule A of this WMPA.
  - 2.2 Concurrent with execution of this WMPA, Wholesale Market Participant shall provide Transmission Provider with copies of any and all agreements pursuant to which CEC agrees to grant to the Wholesale Market Participant rights as described in Section 2.1 of this Schedule F.
  - 2.3 In the event that any of the CEC facilities used to provide interconnection of the Wholesale Market Participant become unavailable for any reason to carry energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A, the Wholesale Market Participant's rights to interconnect under this WMPA, and thus Wholesale Market Participant's rights to inject energy into the Transmission Provider's Transmission System as set forth in Section 2 of the Specifications above, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.
  - 2.4 In the event that CEC ceases operations at its facility where the Wholesale Market Participant's Facility is located, or removes from service any of the electrical facilities on which Wholesale Market Participant's interconnection hereunder depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A of this WMPA.

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