

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER16-1667-000

Issued: 6/28/16

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

Attention: Jeanine S. Watson, Esq.
Senior Counsel

Reference: Unexecuted Wholesale Market Participation Agreement

Dear Ms. Watson:

On May 11, 2016, PJM Interconnection, L.L.C. (PJM) filed an amended unexecuted Wholesale Market Participation Agreement (Amended WMPA) among PJM, Allegheny Solar 1, LLC and Delmarva Power & Light Company.¹ You state that the Amended WMPA revises address information, signatories' names, titles, and makes other ministerial changes to the First Revised WMPA. Further, you state that all other terms and conditions of the First Revised WMPA remain the same.

Pursuant to the authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, your submittal is accepted for filing, effective July 2, 2015, as requested.

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 4066](#), PJM SA No. 4066 among PJM, Allegheny Solar and Delmarva, 2.0.0.

The filing was noticed on May 11, 2016, with comments, interventions, and protests due on or before June 1, 2016. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2015)), to the extent that any timely filed motions to intervene and any motion to intervene out-of-time were filed before the issuance date of this order, such interventions are granted. Granting late interventions at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties.

This acceptance for filing shall not be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in your filing; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance 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 PJM.

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.

Sincerely,

Kurt M. Longo, Director
Division of Electric Power
Regulation - East

Document Content(s)

ER16-1667-000 Delegated Letter .DOC.....1-2



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

Jeanine S. Watson
Senior Counsel
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May 11, 2016

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

*Re: PJM Interconnection, L.L.C. Docket No. ER16-1667-000
Assignment of Service Agreement No. 4066; Queue No. Y1-079*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”),¹ and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),² PJM Interconnection, L.L.C. (“PJM”) submits for filing an unexecuted Wholesale Market Participation Agreement entered into among PJM (“Transmission Provider”), Allegheny Solar 1, LLC (“Wholesale Market Participant” or “Allegheny Solar”) and Delmarva Power and Light Company (“Transmission Owner” or “Delmarva”) (each individually a “Party,” and collectively, the “Parties”) (“Amended WMPA”). The Amended WMPA modifies Service Agreement No. 4066, filed with and accepted by the Commission in Docket No. ER15-2300-000³, to reflect the assignment of PJM Queue Position No. Y1-079 from SolarCity Corporation (“SolarCity”) to

¹ 16 U.S.C. § 824d (2006).

² 18 C.F.R. Part 35 (2013).

³ *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER15-2300-000 (Aug. 26, 2015) (“First Revised WMPA”). The effective date of the First Revised WMPA is July 2, 2015.

Allegheny Solar, as effectuated by the attached Consent to Assignment Agreement (“CAA”) executed by the parties to the First Revised WMPA and the assignee, Allegheny Solar.⁴

PJM is submitting the Amended WMPA for filing pursuant to the Commission’s rules and regulations that a change to “any of the provisions of a... service agreement required to be on file with this Commission...shall be filed as a change in rate.”⁵ PJM requests that the effective date of the Amended WMPA remain the same as the First Revised WMPA, July 2, 2015.

The Amended WMPA, designated as Service Agreement No. 4066, is substantively the same as the First Revised WMPA that was submitted to the Commission in Docket No. ER15-2300-000, except that the Amended WMPA has been revised to reflect the Parties’ and SolarCity’s agreement to: (1) assign the rights and responsibilities under the First Revised WMPA to Allegheny Solar; and (2) remove the First Revised WMPA signatories’ names, titles, and dates.

With the forgoing in mind, the Amended WMPA includes redline revisions to the (i) title page, (ii) party caption, (iii) first paragraph, (iv) section 2.0, (v) the signature page, and (vi) the first page of the Specifications to reflect Allegheny Solar as the Wholesale Market Participant. The names, dates and titles reflected in the signature page of the First Revised WMPA are being removed because the authorized signatures set forth in the attached CAA, serve as the Parties’ acceptance of the rights and responsibilities under the Amended WMPA.

⁴ The CAA is attached to this transmittal letter as Attachment C and is entered into by and among the parties to the First Revised WMPA that includes PJM, SolarCity and Delmarva and the assignee, Allegheny, authorizing the assignment of the First Revised WMPA to Allegheny Solar.

⁵ 18 C.F.R § 35.1(c) (2013).

Except for the revisions specified above, all other terms and conditions of the First Revised WMPA, previously accepted by the Commission, remain the same.

I. WAIVER AND EFFECTIVE DATE

PJM requests that the Commission grant any and all waivers of the Commission's rules and regulations necessary for acceptance of this filing and the enclosed Amended WMPA. Additionally, PJM requests a waiver of the Commission's 60-day prior notice requirement to allow the effective date of the Amended WMPA to remain July 2, 2015. Good cause exists to grant the requested waiver because the substance of the Amended WMPA was previously accepted by the Commission and any changes authorized by the Parties and SolarCity pursuant to the CAA are ministerial.

II. DOCUMENTS ENCLOSED

PJM encloses the following:

1. This Transmittal Letter;
2. Attachment A: Unexecuted Amended WMPA (Marked) – Service Agreement No. 4066;
3. Attachment B: Unexecuted Amended WMPA (Clean) – Service Agreement No. 4066; and
4. Attachment C: Executed Consent to Assignment Agreement.

III. SERVICE

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

IV. CORRESPONDENCE AND COMMUNICATIONS

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

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

Jeanine Watson
Senior Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
(610) 666-4438
jeanine.watson@pjm.com

Respectfully submitted,

By: 

Craig Glazer
Vice President–Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W, Suite 600
Washington, D.C. 20005
(202) 423-4743
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2750 Monroe Blvd.
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cc: Allegheny Solar 1, LLC
c/o SolarCity Corporation
3055 Clearview Way
San Mateo, CA 94402
Attn: General Counsel

Delmarva Power and Light Company/ Pepco Holdings, Inc. (PHI)
Mail Stop #79NC58
P.O. Box 9239
Newark, DE 19714-9239
Attn: Mr. Scott C. Razze, Manager, Interconnection & Arrangements

All state regulatory utility commissions within the PJM Region

(PJM Queue #Y1-079)

WHOLESALE MARKET PARTICIPATION AGREEMENT
Among
PJM INTERCONNECTION, L.L.C.
And
ALLEGHENY SOLAR 1, LLC
And
DELMARVA POWER AND LIGHT COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Allegheny Solar 1, LLC
And
Delmarva Power and Light Company
(PJM Queue Position #Y1-079)**

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”), Allegheny Solar 1, LLC (“Wholesale Market Participant”) and Delmarva Power and Light Company (“Transmission Owner” or “DPL”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA supersedes the Wholesale Market Participation Agreement between PJM Interconnection, L.L.C., OneEnergy Wye Mills Solar, LLC and Delmarva Power and Light Company filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER15-706-000, effective December 11, 2014, and designated as Service Agreement No. 4066.

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades

and metering requirements set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

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

Wholesale Market Participant:

Allegheny Solar 1, LLC
c/o SolarCity Corporation
3055 Clearview Way
San Mateo, CA 94402
Attn: General Counsel
Facsimile: (650) 560-6182
Email: contracts@solarcity.com

Transmission Owner:

Delmarva Power and Light Company/ Pepco Holdings, Inc. (PHI)
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)
Phone: (302) 283-5734
Email: Interconnections@Pepcoholdings.com
Attn: Manager, Interconnection & Arrangements

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

- 2.1 **Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.

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

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

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

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

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

2.6 Assignment

2.6.1 Assignment with Prior Consent:

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

2.6.2 Assignment without Prior Consent

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.

2.6.3 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 described in Section 3.4 of this WMPA 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 **January 29, 2016**, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before **July 29, 2016**, Wholesale Market Participant must demonstrate commercial operation of **all** generating units; (ii) On or before **July 29, 2016**, 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.

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.

(PJM Queue #Y1-079)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: Allegheny Solar 1, LLC

By: _____
Name Title Date

Printed name of signer: _____

Transmission Owner: Delmarva Power and Light Company

By: _____
Name Title Date

Printed name of signer: _____

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And
ALLEGHENY SOLAR 1, LLC**

**And
DELMARVA POWER AND LIGHT COMPANY
(PJM Queue Position # Y1-079)**

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

a. Name of Participant Facility:

Wye Mills Solar Site

b. Location of Participant Facility:

Site is adjacent to and north of Queen Anne Hwy (404) approximately 1 mile east of its intersection with Hwy 50 and 2 miles east of the town of Wye Mills, MD.

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 10 MW

d. Description of the equipment configuration:

A ground mounted, inverter based, solar photovoltaic generating facility consisting of solar arrays and a 480/25 kV collector system.

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of **3.8 MW**; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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

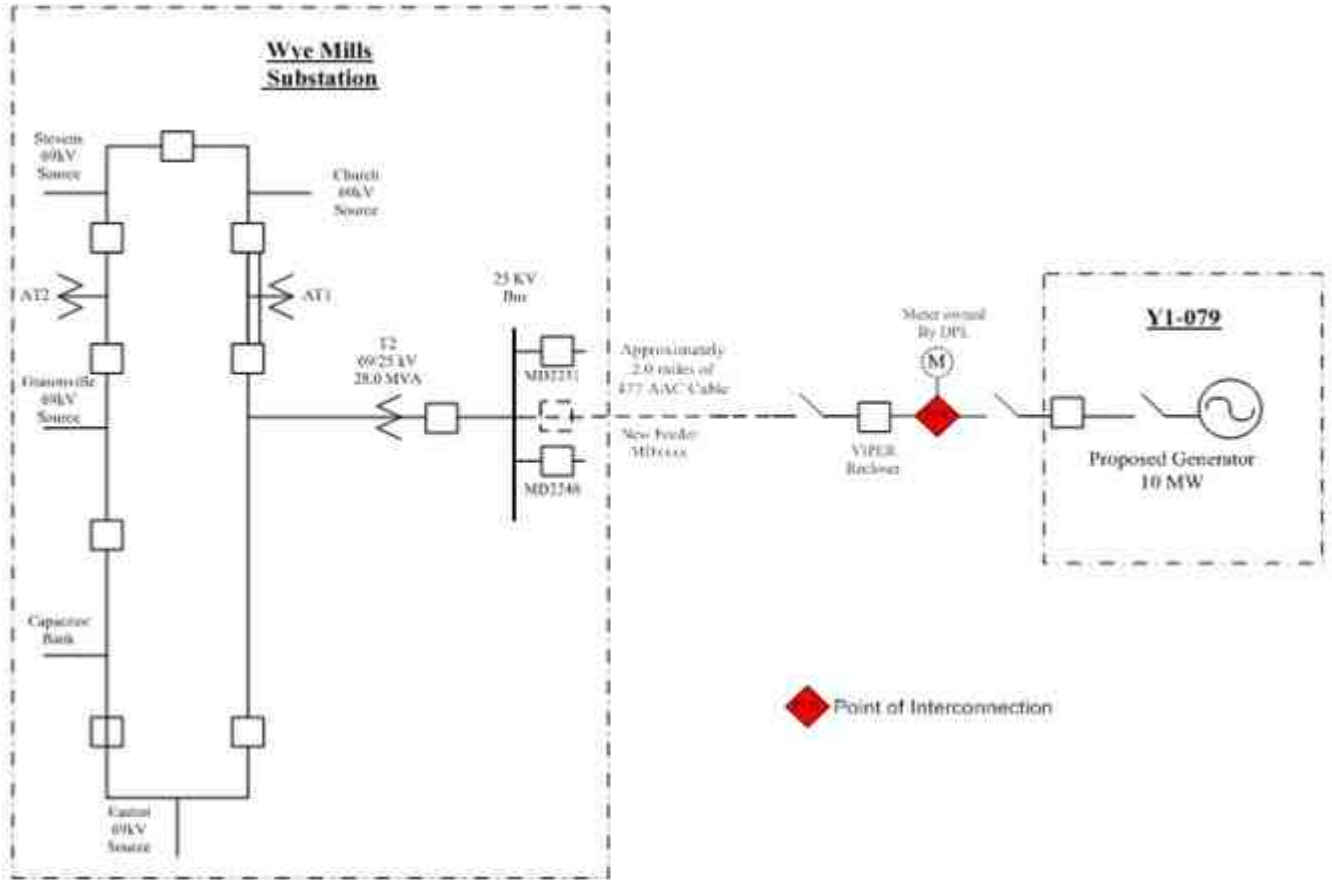
injections in the event reliability would be affected by output greater than such quantity.

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

SCHEDULES:

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

SCHEDULE A
SINGLE-LINE DIAGRAM



SCHEDULE B

LIST OF METERING EQUIPMENT

The Wholesale Market Participant will be required to install telemetry equipment at the Points of Interconnection identified in Schedule A to provide real-time telemetry data to PJM in accordance with the requirements listed in PJM Manuals 01, 14A, 14B and 14D. Protective relaying and metering design and installation must comply with the Standards identified in Schedule D of this WMPA.

The Wholesale Market Participant has not exercised its option to install, own, operate, and maintain the revenue meters. Therefore, Transmission Owner will install, own, operate, and maintain, at the Wholesale Market Participant's cost, the revenue meter located as depicted in Schedule A of this WMPA. The Transmission Owner revenue meters will be the official meters and must be the source for reporting generation output to PJM. A billing quality 25 kV metering instrument transformer will be installed at each metering position to serve the new meter positions. These meters will be used by the Wholesale Market Participant to provide revenue metering data to PJM. The Wholesale Market Participant is responsible for installing telemetry equipment necessary to obtain the revenue meter data and submit the data to PJM.

Transmission Owner will provide a multifunction solid state meter (Class 20, 120V, 60Hz, 0.1%) for each metering position that will record four channels of load profile data (imported and exported MWH and MVARH), which will then be interrogated remotely via Transmission Owner's translation and telecommunications systems.

The Wholesale Market Participant will be required to make provisions for a voice quality phone line within approximately 3 feet of each Transmission Owner metering position to facilitate remote interrogation and data collection.

It is the Wholesale Market Participant's responsibility to send the data that PJM and the Transmission Owner require directly to PJM. The Wholesale Market Participant will grant permission for PJM to send the Transmission Owner the following telemetry that the Wholesale Market Participant sends to PJM: real-time MW, MVAR, volts, amps, status, and interval MWH and MVARH.

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 of One (1) Megawatt or Greater And Interconnected with the PHI Power Delivery System”, dated April 20, 2011.

“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 Applicable Technical Requirements and Standards can be found at:

<http://www.pjm.com/~media/planning/plan-standards/private-ace/phi-technical-considerations-for-generation-parallel-operations.ashx>

<http://www.pjm.com/~media/planning/plan-standards/private-dpl/phi-operations-and-modifications-requirements.ashx>

SCHEDULE E

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

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 88-129, 1988-2 C.B. 541, and as amplified and modified in Notices 90-60, 1990-2 C.B. 345, and 2001-82, 2001-2 C.B. 619 (the "IRS Notices"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notices, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

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

SCHEDULE F
SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

CONSENT TO ASSIGNMENT AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
and
SolarCity Corporation
and
Allegheny Solar 1, LLC
and
Delmarva Power & Light Company
(PJM Queue Position #Y1-079)**

This Consent to Assignment Agreement (“Consent Agreement”) is entered into by and among PJM Interconnection, L.L.C. (“PJM”), SolarCity Corporation (“Wholesale Market Participant”), Allegheny Solar 1, LLC (“Assignee”), and Delmarva Power & Light Company (“Transmission Owner”) (each a “Party,” and collectively, the “Parties”).

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to that certain Wholesale Market Participation Agreement related to PJM Queue Position #Y1-079, designated as Service Agreement No. 4066, with an effective date of July 2, 2015 and filed with the Federal Energy Regulatory Commission in Docket No. ER15-2300-000 (the “Assigned Agreement”);

WHEREAS, with effect from the date this Consent Agreement is fully executed by all Parties (the “Consent Date”), Wholesale Market Participant desires to assign all of its rights and delegate all its duties under the Assigned Agreement to Assignee, and Assignee desires to accept such assignment and delegation (the “Assignment”); and

WHEREAS, Wholesale Market Participant and Assignee desire that PJM and Transmission Owner provide written consent to the Assignment prior to the effective date of the Assignment (“Assignment Date”), and PJM and Transmission Owner desire to provide such written consent;

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

- 1.0 Consistent with the terms and conditions of the Assigned Agreement, PJM and Transmission Owner hereby consent to the assignment by Wholesale Market Participant to Assignee of the Assigned Agreement.
- 2.0 The granting of consent by PJM and Transmission Owner to the Assignment does not alter or diminish the rights of PJM or Transmission Owner under the Assigned Agreement.

- 3.0 Wholesale Market Participant and Assignee represent and warrant that, as of the Assignment Date, Assignee shall have the technical and operational competence to comply with the requirements of the Assigned Agreement.
- 4.0 Wholesale Market Participant represents and warrants that, as of the Consent Date, no default exists in the performance of its obligations under the Assigned Agreement.
- 5.0 Upon the Assignment Date, Assignee shall assume all rights, duties, and obligations of Wholesale Market Participant arising under the Assigned Agreement, and Wholesale Market Participant shall be relieved and discharged from all duties and obligations arising under the Assigned Agreement.
- 6.0 This Consent Agreement is neither a modification of nor an amendment to the Assigned Agreement. No terms or conditions set forth in this Consent Agreement are intended to be interpreted as contrary to, or inconsistent with the terms and conditions of the Assigned Agreement, including appendices, where applicable. To the extent there are any conflicts between this Consent Agreement and the Assigned Agreement, including any appendices, the Assigned Agreement, including appendices, shall prevail.
- 7.0 This Consent Agreement may not be amended, modified, assigned, or waived other than by a writing signed by all the Parties.
- 8.0 Within 5 business days of the closing date of the transaction or other event that results in the Assignment becoming effective, Wholesale Market Participant or Assignee shall provide PJM with: (i) written notification of the actual Assignment Date and any other written documentation PJM may reasonably request that demonstrates proof of the closing of the transaction or occurrence of other event resulting in the Assignment becoming effective; and (ii) the name and contact information of the person(s) to whom notifications regarding the Assigned Agreement should be made after the Assignment Date.
- 9.0 The Parties acknowledge that the Assigned Agreement must be amended to reflect the Assignment. The Parties therefore agree, upon occurrence of the Assignment Date or in anticipation thereof, to amend the Assigned Agreement as necessary to reflect the Assignment; and that this Consent Agreement constitutes the written instrument required by the Assigned Agreement for amendments thereto. PJM shall file with the Federal Energy Regulatory Commission for acceptance the amended Assigned Agreement. The Parties agree to take any and all actions as may be necessary to effectuate the amendments to the Assigned Agreement and to facilitate PJM's timely filing of the amended Assigned Agreement.
- 10.0 In the event PJM does not receive notification pursuant to Section 8.0 of this Consent Agreement within 180 days from the Consent Date, this Consent Agreement shall terminate, and all rights and obligations under this Consent Agreement shall extinguish, on the date that is 180 days from the Consent Date.

- 11.0 This Consent Agreement and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 12.0 Any notice or request made to or by any of the Parties regarding this Consent Agreement, shall be made to the representative of the other Parties as indicated below:

Transmission Provider

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

Wholesale Market Participant

SolarCity Corporation
3055 Clearview Way
San Mateo, CA 94402
Attn: Mr. Lyndon Rive

Assignee

Allegheny Solar 1, LLC
c/o SolarCity Corporation
3055 Clearview Way
San Mateo, CA 94402
Attention: General Counsel
Facsimile: (650) 560-6182
Email: contracts@solarcity.com

Transmission Owner

Delmarva Power and Light Company/ Pepco Holdings, Inc. (PHI)
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)
Phone: (302) 283-5734
Email: Interconnections@Pepcoholdings.com
Attn: Manager, Interconnection & Arrangements

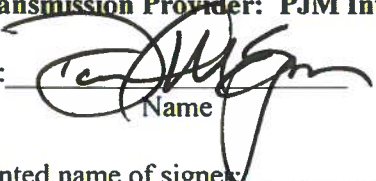
- 13.0 This Consent Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, PJM, Wholesale Market Participant, Assignee, and Transmission Owner have caused this Consent Agreement 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 that company and have actual and/or apparent authority to bind the respective company to this Consent Agreement.

(PJM Queue Position #Y1-079)


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

By:  _____ 4/26/16
Name Title Date
Manager, Interconnection Projects
Printed name of signer: David M. Egan

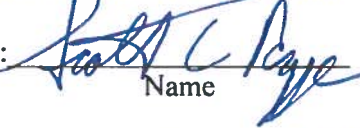
Wholesale Market Participant: SolarCity Corporation

By:  _____ March 31, 2016
Name Title Date
C.E.O.
Printed name of signer: Lyndon Rive


Assignee: Allegheny Solar 1, LLC

By:  _____ March 31, 2016
Name Title Date
President
Printed name of signer: Lyndon Rive

Transmission Owner: Delmarva Power & Light Company

By:  _____ 4/25/16
Name Title Date
Manager, Interconnections
Printed name of signer: Scott C. Razzo