

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER23-963-000

Issued: March 14, 2023

On January 27, 2023, PJM Interconnection, L.L.C. (PJM) submitted an amended Wholesale Market Participation Agreement (WMPA) among PJM, Gateway Solar LLC, and Delmarva Power and Light Company, designated as Service Agreement No. 4410 (Amended WMPA).¹ PJM requests that the Commission accept the Amended WMPA to be effective February 9, 2016, the same effective date as the original WMPA.

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 February 9, 2016, as requested.²

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

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 4410, PJM SA No. 4410 among PJM, Gateway and Delmarva \(3.0.0\)](#).

² See 18 C.F.R. § 35.11; *Cent. Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, *reh'g denied*, 61 FERC ¶ 61,089 (1992); *but see Sunflower Elec. Power Corp.*, 173 FERC ¶ 61,054 (2020) (Danly, Comm'r, dissenting).

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18 C.F.R. § 385.713.

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

Document Content(s)

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January 27, 2023

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

Re: *PJM Interconnection, L.L.C., Docket No. ER23-963-000*
Amendment to WMPA, SA No. 4410; Queue No. Z2-077 (Agreement to Amend)

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,¹ and part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,² PJM Interconnection, L.L.C. ("PJM") submits for filing an amended Wholesale Market Participation Agreement ("WMPA") by and among PJM as Transmission Provider, Gateway Solar LLC ("Gateway") as Wholesale Market Participant, and Delmarva Power and Light Company ("DPL") (PJM, Gateway, and DPL are individually referred to as a "Party" and collectively, the "Parties") as Transmission Owner ("Amended WMPA"). The Amended WMPA replaces an existing WMPA by and among the Parties designated as Service Agreement No. 4410, effective February 9, 2016 ("Prior WMPA").³

¹ 16 U.S.C. § 824d.

² 18 C.F.R. part 35.

³ The Prior WMPA was filed with the Commission in *PJM Interconnection, L.L.C., Amendment to Service Agreement Nos. 4425 and 4410; Queue Nos. Z2-076 and Z2-077, Docket No. ER18-514-000* (Dec. 22, 2017) ("Docket No. ER18-514 Filing"). The Commission accepted the WMPA in an order issued on February 20, 2018. *PJM Interconnection, L.L.C.*, 162 FERC ¶ 61,138 (2018) ("Docket No. ER18-514 Order"). Capitalized terms not defined herein have the meaning set forth in the Amended WMPA or the PJM Open Access Transmission Tariff.

This filing is being submitted to reflect changes to the Maximum Facility Output and Capacity Interconnection Rights listed in the WMPA. PJM is providing for informational purposes an executed Agreement to Amend between and among PJM, Gateway, and DPL, effectuating the changes to the Prior WMPA. PJM requests that the effective date for the Amended WMPA remain February 9, 2016, the same as the effective date for the Prior WMPA.⁴

I. DESCRIPTION AND JUSTIFICATION FOR CHANGES

The Prior WMPA is associated with PJM Queue No. Z2-077, and was entered into because the Wholesale Market Participant intended to engage in wholesale sales in the PJM markets from a generating facility connected to the Transmission Owner's distribution facilities. The Amended WMPA includes changes to the Maximum Facility Output, changing it from 6 megawatts ("MW") to 5 MW,⁵ which is also reflected in a change to the single-line diagram included at Schedule A, and the Capacity Interconnection Rights, changing them from 3.99 MW to 3.33 MW.⁶ The Commission has accepted other filings of agreements that were amended using the agreement to amend processes,⁷ and should do the same here.

⁴ A clean copy of the Amended WMPA is included as Attachment A to this letter, with a redlined version showing the changes from the Prior WMPA included as Attachment B. The Agreement to Amend is attached hereto as Attachment C.

⁵ Amended WMPA, Specifications, section 1.c.

⁶ Amended WMPA, Specifications, section 2.0.

⁷ See *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Wholesale Market Participation Agreement, Docket No. ER22-2677-000 (Oct. 13, 2022); *PJM Interconnection, L.L.C.*, Letter Order, Amended Interconnection Service Agreement, Docket No. ER22-809-000 (Mar. 10, 2022); *PJM Interconnection, L.L.C.*, Letter Order, Amendment of Service Agreement No. 2195, Docket No. ER21-2151-000 (Aug. 12, 2021).

The modifications described above are limited to those revisions necessary to reduce the generating facility's Maximum Facility Output and Capacity Interconnection Rights, as described herein. The Amended WMPA and the Prior WMPA are the same in all other regards.

II. WAIVER AND EFFECTIVE DATE

PJM requests that the Commission accept the Amended WMPA to be effective February 9, 2016, the same effective date as the Prior WMPA. This request is consistent with Commission policy and should be granted. In *Central Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at 61,338 (1992) ("*Central Hudson*"), the Commission stated:

We will generally grant waiver of the 60-day prior notice requirement in the following instances: (1) uncontested filings that do not change rates -- such as notices of cancellation when the contract expires by its own terms and the customer does not desire an extension, changes in delivery points, and changes in non-rate terms; and (2) filings that reduce rates and charges -- such as rate decreases or new services that provide the customer of a utility with an opportunity to reduce its purchases of other, more expensive service from the same utility.

These criteria have been satisfied. The primary changes reflected in the Amended WMPA update the Maximum Facility Output and Capacity Interconnection Rights in the WMPA. The changes reduce the generating facility's Maximum Facility Output and Capacity Interconnection Rights, as described herein.

Each of these revisions was limited to changing the Maximum Facility Output and Capacity Interconnection Rights in the applicable agreement, which does not change any rate or charge under the agreements. The only rates under the Amended WMPA are the security amount in WMPA section 3.0, which is \$0, and the Amended WMPA does not change that from the prior version of the agreement. Moreover, the Parties to the Amended

WMPA executed the Agreement to Amend memorializing their consent to the changes contained therein, and allowing this effective date is consistent with the terms by which the Parties have been agreed to be bound. Moreover, no intervenor objected to the Docket No. ER18-514 Filing. Finally, the Commission has allowed the use of such effective dates in other filings involving agreements to amend.⁸ PJM therefore requests that the Commission accept the Amended WMPA, to be effective February 9, 2016, as requested in the Docket No. ER18-514 Filing

III. DOCUMENTS ENCLOSED

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

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

⁸ See *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Service Agreement No. 5416, Docket No. ER22-2409-000 (Aug. 25, 2022); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Service Agreement Nos. 6157 and 6158, Docket No. ER22-1467-000 (May 26, 2022); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Interconnection Service Agreement and Interconnection Construction Service Agreement, Docket No. ER22-663-000 (Feb. 11, 2022).

IV. CORRESPONDENCE AND COMMUNICATIONS

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:⁹

Craig Glazer
Vice President – Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
(202) 423-4743 (phone)
(202) 393-7741(fax)
craig.glazer@pjm.com

Wendy B. Warren
Abraham F. Johns III
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
(202) 393-1200 (phone)
(202) 393-1240 (fax)
warren@wrightlaw.com
johns@wrightlaw.com

Christopher Holt
Assistant General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 666-2368
christopher.holt@pjm.com

⁹ To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

V. SERVICE

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

VI. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept the Amended WMPA for filing effective February 9, 2016.

Respectfully submitted,

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

Attachment A

Amended WMPA (clean)

(PJM Queue #Z2-077)

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

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Gateway Solar LLC
And
Delmarva Power and Light Company
(PJM Queue Position #Z2-077)**

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”), Gateway Solar LLC (“Wholesale Market Participant”) and Delmarva Power and Light Company (“Transmission Owner” or “DPL”) (referred to individually as “Party” or collectively as “the Parties”).

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:

Gateway Solar, LLC
1310 Point Street, 13th Floor
Baltimore, MD 21231
Attn: Vice President

With a copy to:
Gateway Solar, LLC
1310 Point Street, 13th Floor
Baltimore, MD 21231
Attn: Assistant General Counsel

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

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 pursuant to section 1.1 herein, 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 pursuant to section 1.1 of this WMPA, 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 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 **July 15, 2017**, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before **September 30, 2017**, Wholesale Market Participant must demonstrate commercial operation of **all** generating units; (ii) On or before **September 30, 2017**, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
- 3.1.3 Documentation.** Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.
- 3.1.4 Interconnection Agreement.** On or before **March 31, 2016**, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

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 #Z2-077)

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

By: _____
Name Title Date

**Intentionally left blank - See Agreement to Amend
signed by the parties effective December 28, 2022.**

Printed name of signer: _____

Wholesale Market Participant: Gateway Solar LLC

By: _____
Name Title Date

**Intentionally left blank - See Agreement to Amend
signed by the parties effective December 28, 2022.**

Printed name of signer: _____

Transmission Owner: Delmarva Power and Light Company

By: _____
Name Title Date

**Intentionally left blank - See Agreement to Amend
signed by the parties effective December 28, 2022.**

Printed name of signer: _____

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
GATEWAY SOLAR LLC
And
DELMARVA POWER AND LIGHT COMPANY
(PJM Queue Position # Z2-077)**

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:

Worcester North

- b. Location of Participant Facility:

Old Ocean City Road (MD 346)
Whaleyville, MD

- c. Size in megawatts of Participant Facility:

Maximum Facility Output of **5 MW**

- d. Description of the equipment configuration:

Ground mounted, inverter based, solar photovoltaic generating facilities consisting of solar arrays with tracking capability and a step up transformer with a high side voltage of 25 kV.

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of **3.33 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:

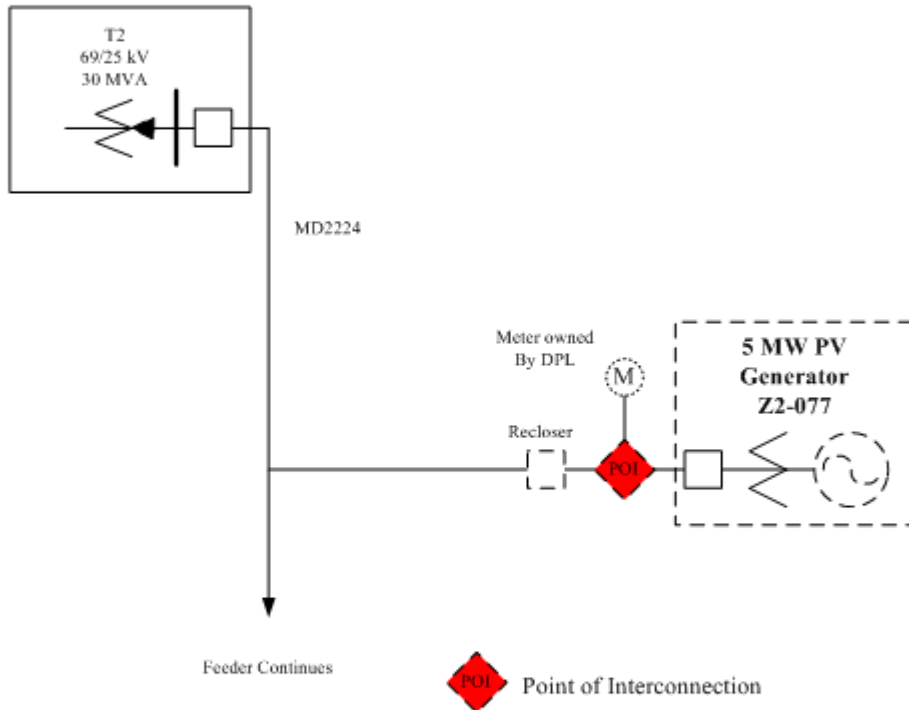
- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM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

SCHEDULE A

SINGLE-LINE DIAGRAM

Worcester North 25kV Z2-077

Worcester
Substation



SCHEDULE B

LIST OF METERING EQUIPMENT

The Wholesale Market Participant will be required to install telemetry equipment at the Point of Interconnection identified in Schedule A of this WMPA 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 Applicable Technical Requirements and Standards identified in Schedule D of this WMPA.

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

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

In addition to and separately from the telemetry the Wholesale Market Participant sends to PJM, Transmission Owner will install fiber optic cable to provide hourly revenue meter telemetry (MWH and MVARH) and remote trip capability (manual trip function) to Transmission Owner's control center. The Transmission Owner will provide the Wholesale Market Participant an output from the revenue meter for reporting generation to PJM.

The Transmission Owner's revenue meters will be the official meters and must be the source for reporting generation output to PJM. The Wholesale Market Participant is responsible for installing telemetry equipment necessary to obtain the revenue meter data and submitting the data to PJM.

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, generator breaker 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.

Attachment B

Amended WMPA (marked)

(PJM Queue #Z2-077)

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

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Gateway Solar LLC
And
Delmarva Power and Light Company
(PJM Queue Position #Z2-077)**

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”), Gateway Solar LLC (“Wholesale Market Participant”) and Delmarva Power and Light Company (“Transmission Owner” or “DPL”) (referred to individually as “Party” or collectively as “the Parties”).

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:

Gateway Solar, LLC
1310 Point Street, 13th Floor
Baltimore, MD 21231
Attn: Vice President

With a copy to:
Gateway Solar, LLC
1310 Point Street, 13th Floor
Baltimore, MD 21231
Attn: Assistant General Counsel

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

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 pursuant to section 1.1 herein, 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 pursuant to section 1.1 of this WMPA, 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 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 **July 15, 2017**, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

3.1.2 Commercial Operation. (i) On or before **September 30, 2017**, Wholesale Market Participant must demonstrate commercial operation of **all** generating units; (ii) On or before **September 30, 2017**, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

3.1.3 Documentation. Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.

3.1.4 Interconnection Agreement. On or before **March 31, 2016**, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

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 #Z2-077)

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

By: _____
Name Title Date

[Intentionally left blank - See Agreement to Amend
signed by the parties effective December 28, 2022.](#)

Printed name of signer: _____

Wholesale Market Participant: Gateway Solar LLC

By: _____
Name Title Date

[Intentionally left blank - See Agreement to Amend
signed by the parties effective December 28, 2022.](#)

Printed name of signer: _____

Transmission Owner: Delmarva Power and Light Company

By: _____
Name Title Date

[Intentionally left blank - See Agreement to Amend
signed by the parties effective December 28, 2022.](#)

Printed name of signer: _____

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
GATEWAY SOLAR LLC
And
DELMARVA POWER AND LIGHT COMPANY
(PJM Queue Position # Z2-077)**

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:

Worcester North

b. Location of Participant Facility:

Old Ocean City Road (MD 346)
Whaleyville, MD

c. Size in megawatts of Participant Facility:

Maximum Facility Output of ~~6~~5 MW

d. Description of the equipment configuration:

Ground mounted, inverter based, solar photovoltaic generating facilities consisting of solar arrays with tracking capability and a step up transformer with a high side voltage of 25 kV.

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of ~~3.99~~3.33 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:

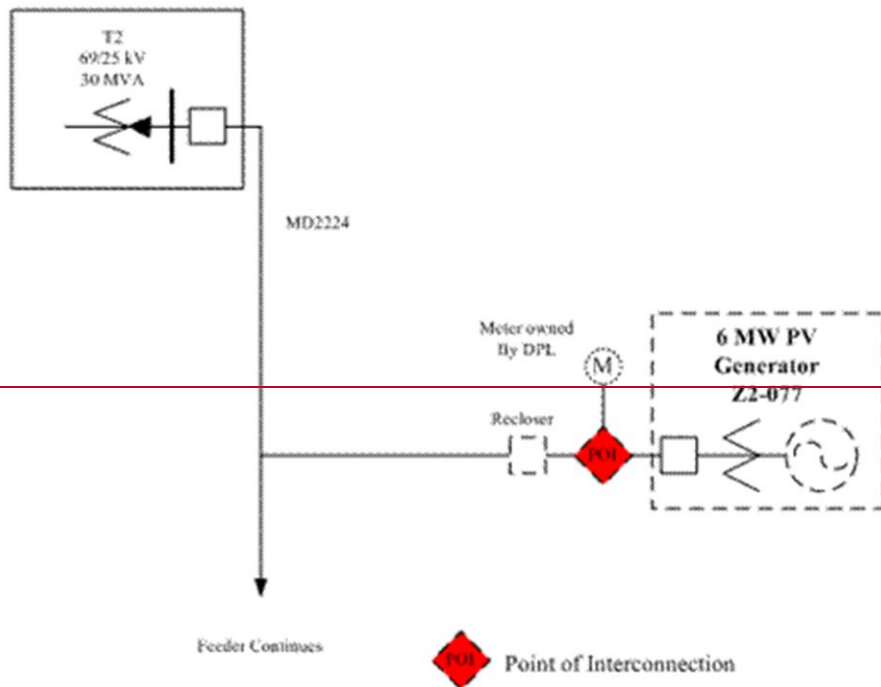
- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM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

SCHEDULE A

SINGLE-LINE DIAGRAM

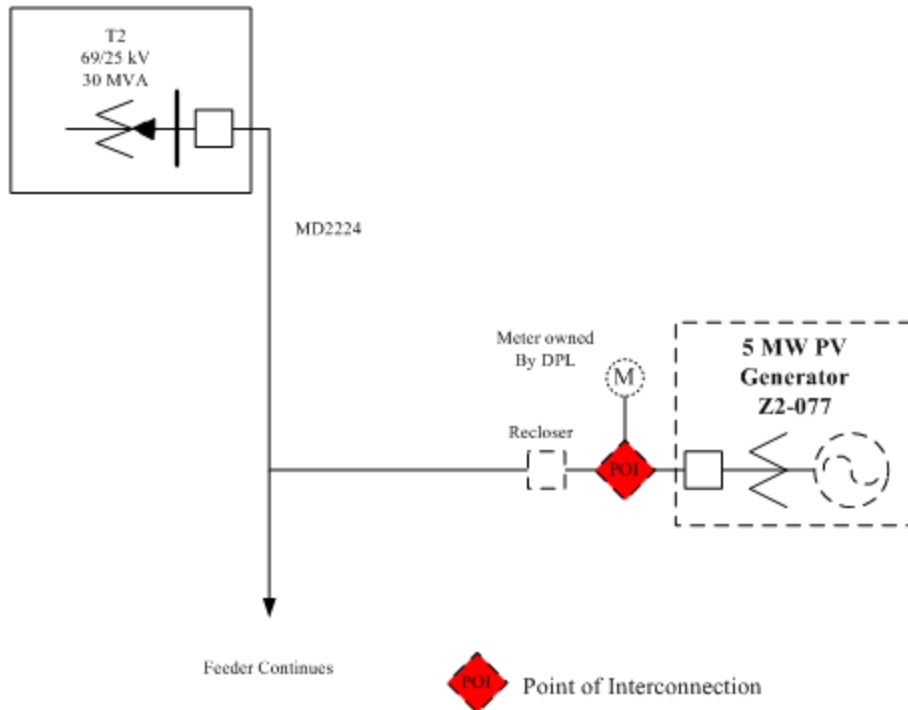
Worcester North 25kV Z2-077

Worcester
Substation



Worcester North 25kV Z2-077

Worcester Substation



SCHEDULE B

LIST OF METERING EQUIPMENT

The Wholesale Market Participant will be required to install telemetry equipment at the Point of Interconnection identified in Schedule A of this WMPA 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 Applicable Technical Requirements and Standards identified in Schedule D of this WMPA.

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

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

In addition to and separately from the telemetry the Wholesale Market Participant sends to PJM, Transmission Owner will install fiber optic cable to provide hourly revenue meter telemetry (MWH and MVARH) and remote trip capability (manual trip function) to Transmission Owner's control center. The Transmission Owner will provide the Wholesale Market Participant an output from the revenue meter for reporting generation to PJM.

The Transmission Owner's revenue meters will be the official meters and must be the source for reporting generation output to PJM. The Wholesale Market Participant is responsible for installing telemetry equipment necessary to obtain the revenue meter data and submitting the data to PJM.

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, generator breaker 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.

Attachment C

Executed Agreement to Amend

AGREEMENT TO AMEND
By and Among
PJM Interconnection, L.L.C
And
Gateway Solar LLC
And
Delmarva Power and Light Company
(PJM Queue Position #Z2-077)

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Gateway Solar LLC (“Wholesale Market Participant”), and Delmarva Power and 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(s) (the “Service Agreement”), filed and accepted by the Federal Energy Regulatory Commission in Docket No. ER18-514-000, designated as follows:

Type of Service Agreement(s)	Service Agreement Number	Parties to the Agreement	Effective Date
Wholesale Market Participation Agreement “WMPA”	4410	PJM Interconnection, L.L.C., Gateway Solar LLC, and Delmarva Power and Light Company	February 9, 2016

WHEREAS, the Parties hereby agree to amend the Service Agreement by making the changes listed below, effective on the date that this Agreement to Amend is fully executed by all Parties:

Section Changed	Changed From	Changed To	Description of Change
Specifications, section 1 c.	1 c. Maximum Facility Output of 6 MW	1 c. Maximum Facility Output of 5 MW	Maximum Facility Output has been updated to reflect the change in the Maximum Facility Output from 6 MW to 5 MW.

2.0 Rights for Generation Wholesale Market Participant, section 2.1	2.1 Capacity Interconnection Rights 3.99 MW	2.1 Capacity Interconnection Rights 3.33 MW	Capacity Interconnection Rights have been updated to reflect the change in Capacity Interconnection Rights from 3.99 MW to 3.33 MW.
Schedule A	Schedule A Former Single-Line Diagram Please see Attachment 1	Schedule A New Single-Line Diagram Please see Attachment 2	Schedule A, Single-Line Diagram has been updated to reflect the change in MW PV Generator on the Single-Line Diagram.

WHEREAS, Section 2.4 of the Wholesale Market Participation Agreement provides that the Service Agreement(s), 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(s).

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement(s) of the Wholesale Market Participant to reflect the changes listed above.

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

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement(s).
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement(s) by replacing the changes listed above.
3. Counterparts. This Agreement to Amend may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

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

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

(PJM Queue Position # Z2-077)

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

By: <u>Augustine Caven</u>	<u>Mgr., Infrastructure Coord.</u>	<u>12/28/2022</u>
Name	Title	Date

Printed name of signer: Augustine Caven

Wholesale Market Participant: Gateway Solar LLC

<small>DocuSigned by:</small>		
By: <u>Rick Justice</u>	<u>VP</u>	<u>10/26/2020</u>
<small>0B5FBD2D290448C...</small> Name	Title	Date

Printed name of signer: Rick Justice

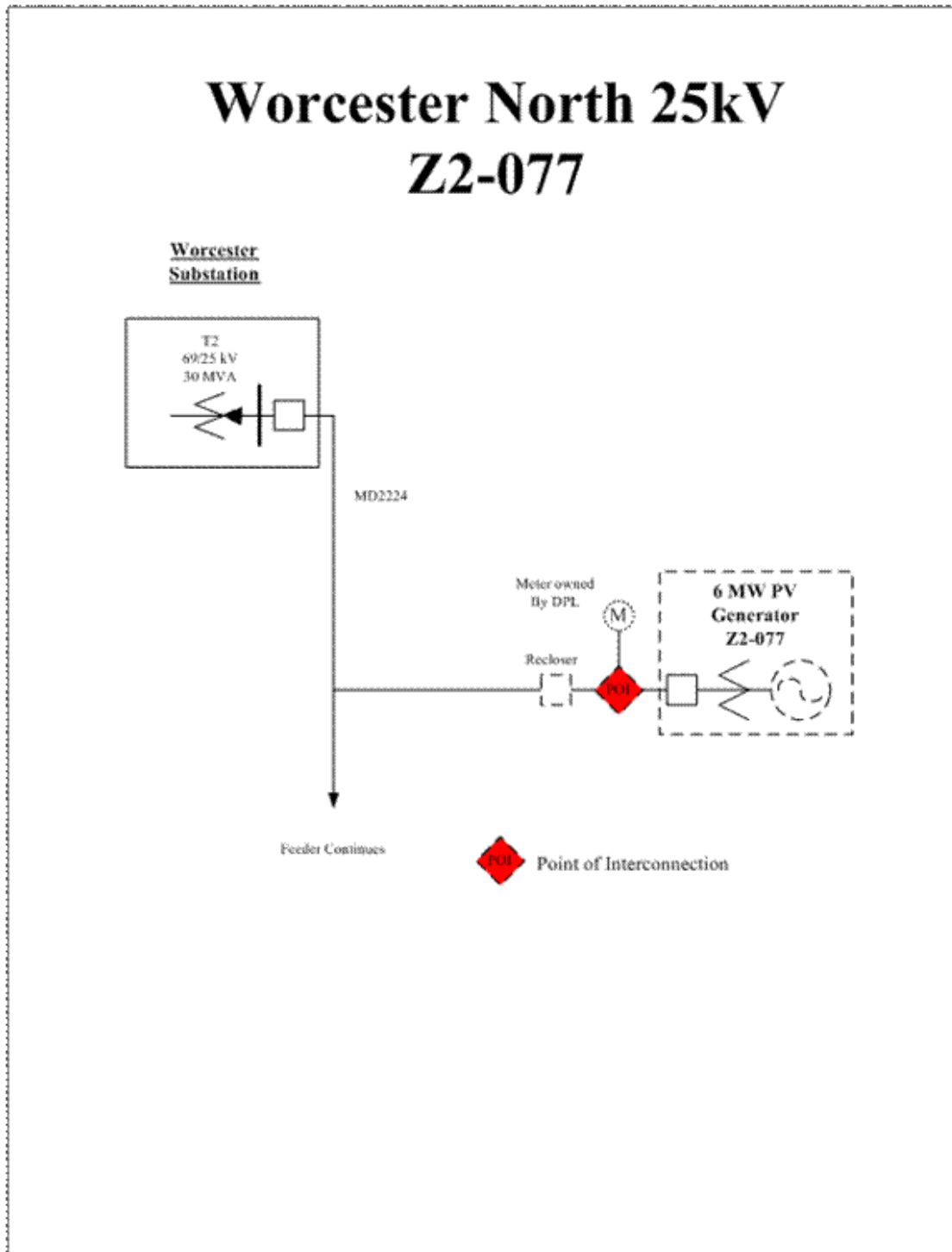
Transmission Owner: Delmarva Power and Light Company

By: <u>David Weaver</u>	<u>Vice President Transmission Strategy</u>	<u>12/7/2022</u>
Name	Title	Date

Printed name of signer: David weaver

ATTACHMENT 1

Former Schedule A
Single-Line Diagram



ATTACHMENT 2

New Schedule A
Single-Line Diagram

