

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER16-113-000

Issued: 11/17/15

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

Attention: Robert V. Eckenrod
Senior Counsel

Reference: Wholesale Market Participation Agreement

Dear Mr. Eckenrod:

On October 19, 2015, you filed on behalf of PJM Interconnection, L.L.C. (PJM) an executed Wholesale Market Participation Agreement (WMPA)¹ entered into among PJM, NJR Clean Energy Ventures II Corporation (NJR Clean Energy) and Atlantic City Electric Company (ACE's). PJM states that it is submitting this WMPA for filing because NJR Clean Energy intends to engage in wholesale sales in the PJM markets from a generating facility connected to ACE's distribution facilities.

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 September 30, 2015, as requested.

The filing was noticed on October 19, 2015, with comments, interventions, and protests due on or before November 9, 2015. 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.

¹ PJM Interconnection, L.L.C., [PJM SA No. 3990, PJM SA No. 3990 Among PJM, NJR Clean Energy and ACE, 1.0.0.](#)

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



PJM Interconnection
Valley Forge Corporate Center
2750 Monroe Boulevard
Audubon, PA 19403

Robert V. Eckenrod
Senior Counsel
610.666.3184 | fax 610.666.8211
Robert.Eckenrod@pjm.com

October 19, 2015

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

Re: *PJM Interconnection, L.L.C., Docket No. ER16-113-000*
Queue Position #W1-130 – First Revised Service Agreement No. 3990

Dear Ms. 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 executed Wholesale Market Participation Agreement (“WMPA” or “Agreement”) entered into among PJM, NJR Clean Energy Ventures II Corporation (“Wholesale Market Participant” or “NJR Clean Energy”) and Atlantic City Electric Company (“Transmission Owner” or “ACE”), executed on September 30, 2015 (“NJR WMPA”). PJM is submitting the NJR WMPA for filing because NJR Clean Energy intends to engage in wholesale sales in the PJM markets from a generating facility connected to ACE’s distribution facilities. PJM requests an effective date of September 30, 2015 for the NJR WMPA.

¹ 16 U.S.C. § 824d (2006).

² 18 C.F.R. Part 35 (2013).

The NJR WMPA is designated as First Revised Service Agreement No. 3990³, and it supersedes Service Agreement No. 3990 entered into among PJM, Cedar Branch Solar LLC and Atlantic City Electric Company.⁴ The former Wholesale Market Participant, Cedar Branch Solar LLC, assigned its project to NJR Clean Energy. The NJR WMPA is substantively the same as it was submitted to the Commission in Docket No. ER15-214-000, except that, in accordance with the assignment of the project from Cedar Branch Solar LLC to NJR Clean Energy, the NJR WMPA reflects the Parties agreement to: revise notice information in section 2.0; correct typographical errors in sections 1.0, 2.5 and 3.1; include assignment provisions in section 2.6; revise milestones and remove language requiring that an Interconnection Agreement must be entered into in order to effectuate this WMPA; and include a sentence at the beginning of the WMPA explaining that this WMPA supersedes the WMPA among PJM, Cedar Branch Solar LLC and ACE, designated as Service Agreement No. 3990. The NJR WMPA will facilitate NJR Clean Energy's intent to engage in jurisdictional wholesale transactions in the PJM markets, which will originate over the ACE's non-jurisdictional distribution facilities.

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 WMPA. Additionally, PJM requests a waiver of the Commission's 60-day prior notice requirement to allow an effective date

³ Because the NJR WMPA being electronically filed with this transmittal letter contains electronic signatures and not the original signatures of the parties, a copy of the sheet(s) containing the original signatures is included as Attachment C to this transmittal letter.

⁴ *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER15-214-000 (issued on November 24, 2014).

of September 30, 2015 for the NJR WMPA as set forth in § 1.1 thereof. Waiver is appropriate because the NJR WMPA is being filed within thirty (30) days of its requested effective date. *See Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139 at 61,983-84 (1993).

II. DOCUMENTS ENCLOSED

PJM encloses the following:

1. This Transmittal Letter;
2. Attachment A: Marked WMPA – First Revised Service Agreement No. 3990;
3. Attachment B: Clean WMPA – First Revised Service Agreement No. 3990; and
4. Attachment C: Copy of sheet containing original signatures.

III. SERVICE

PJM has served a copy of this filing on the Wholesale Market Participant, Transmission Owner and the relevant state regulatory commission 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:

Robert V. Eckenrod
Senior Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, Pennsylvania 19403
(610) 666-3184
robert.eckenrod@pjm.com

Craig Glazer
Vice President – Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W. Suite 600
Washington, D.C. 20005
(202) 393-7756
craig.glazer@pjm.com

Respectfully submitted,



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

Robert V. Eckenrod
Senior Counsel
PJM Interconnection, L.L.C.

cc: NJR Clean Energy Ventures II Corporation
1415 Wyckoff Road
Wall, New Jersey 07719
Attn: Mr. Jeffery R. Lamb, Asset Manager

Atlantic City Electric 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)
Attn: Manager, Interconnection & Arrangements

New Jersey Board of Public Utilities
44 South Clinton Avenue
Post Office Box 350
Trenton, NJ 08625-0350

(PJM Queue #W1-130)

WHOLESALE MARKET PARTICIPATION AGREEMENT
Among
PJM INTERCONNECTION, L.L.C.
And
NJR CLEAN ENERGY VENTURES II CORPORATION
And
ATLANTIC CITY ELECTRIC COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
NJR Clean Energy Ventures II Corporation
And
Atlantic City Electric Company
(PJM Queue Position #W1-130)**

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”), NJR Clean Energy Ventures II Corporation (“Wholesale Market Participant”) and Atlantic City Electric Company (“Transmission Owner” or “ACE”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA supersedes the existing Wholesale Market Participation Agreement (W1-130) among PJM Interconnection, L.L.C., Cedar Branch Solar LLC, and Atlantic City Electric Company, Service Agreement No. 3990, Federal Energy Regulatory Commission Docket No. ER15-214-000, effective October 1, 2014.

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:

NJR Clean Energy Ventures II Corporation
1415 Wyckoff Road
Wall, New Jersey 07719
Attn: Mr. Jeffery R. Lamb, Asset Manager
Phone: (732) 938-1171
Email: jlamb@njrresources.com

Transmission Owner:

Atlantic City Electric 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 **August 31, 2016**, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before **December 31, 2016**, Wholesale Market Participant must demonstrate commercial operation of **all** generating units; (ii) On or before **December 31, 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 #W1-130)

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

By:  Exec. Director 9/30/15
Name Title Date

Printed name of signer: FRANK J. KOBA

Wholesale Market Participant: NJR Clean Energy Ventures II Corporation

By:  Vice President 9/11/15
Name Title Date

Printed name of signer: Richard R. Gardner

Transmission Owner: Atlantic City Electric Company

By:  Manager, Interconnection and Arrangements 9/22/15
Name Title Date

Printed name of signer: Scott C. Razze

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
NJR CLEAN ENERGY VENTURES II CORPORATION
And
ATLANTIC CITY ELECTRIC COMPANY**

(PJM Queue Position # W1-130)

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:

Cedar Branch Solar Farm

b. Location of Participant Facility:

Block 7402, Lot 6 and Lot 7
Vine Road
Buena Vista Township, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of **9.2 MW**

d. Description of the equipment configuration:

A ground mounted, inverter based, solar photovoltaic generating facility consisting of solar arrays and a 12 kV high side 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 **3.5 MW**; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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

Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

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

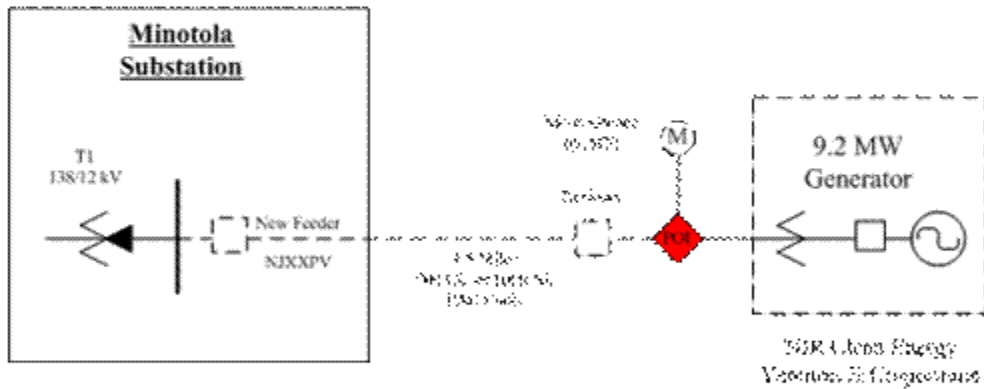
SCHEDULES:


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

SCHEDULE A

SINGLE-LINE DIAGRAM

W1-130
Minotola 138/12 kV Sub
PV Solar Generator 9.2 MW



 Point of Interconnection

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 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 Transmission Owner 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 meter. 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 meter will be the official meter and must be the source for reporting generation output to PJM. A billing quality 12 kV metering instrument transformer will be installed to serve the new meter position. This meter 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%) 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.