FERC rendition of the electronically filed tariff records in Docket No. ER16-00772-000
Filing Data:
CID: C000030
Filing Title: Notice of Cancellation of WMPA SA No. 2922, Queue No. W2-090
Company Filing Identifier: 1983
Type of Filing Code: 260
Associated Filing Identifier:
Tariff Title: PJM Service Agreements Tariff
Tariff ID: 40
Payment Confirmation:
Suspension Motion:

Tariff Record Data:
Record Content Description, Tariff Record Title, Record Version Number, Option Code:
PJM SA No. 2922, PJM SA No. 2922 Among PJM, Lumberton, and PSE&G, 3.0.0, A
Record Narative Name: 2nd Rev. PJM SA No. 2922
Tariff Record ID: 253
Tariff Record Collation Value: 2134807089 Tariff Record Parent Identifier: 0
Proposed Date: 2016-03-21
Priority Order: 500
Record Change Type: CHANGE
Record Content Type: 1
Associated Filing Identifier:

SecondRevised Service Agreement No. 2922
Superseding First Service Agreement No. 2922
Effective Date: May 8, 2014

(PJM Queue #W2-090)

WHOLESALE MARKET PARTICIPATION AGREEMENT
Among
PJM INTERCONNECTION, L.L.C.
And
Lumberton Solar W2-090, LLC
And
Public Service Electric and Gas Company

SecondRevised Service Agreement No. 2922
Superseding First Service Agreement No. 2922

WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM Interconnection, L.L.C.
And
Lumberton Solar W2-090, LLC
And
Public Service Electric and Gas Company
(PJM Queue Position #W2-090)

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"), Lumberton Solar W2-090, LLC ("Wholesale Market Participant" or "Lumberton") and Public Service Electric and Gas Company ("Transmission Owner" or "PSE&G"). This WMPA supersedes the Wholesale Market Participation Agreement among PJM Interconnection, Lumberton Solar W2-090, LLC, and Public Service Electric and Gas Company, effective date May 1, 2012, First Service Agreement No. 2922, Docket Nos. ER12-1833-000 and ER12-1833-001.

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 or Part VI, Article 1 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 or request made by any party regarding this WMPA shall be made, consistent with the terms of Subpart B of the Tariff, to the representatives of the other parties.

Transmission Provider:

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

Wholesale Market Participant:
Lumberton Solar W2-090, LLC

6 Palmer Court
East Brunswick, New Jersey 08816

Transmission Owner:
Public Service Electric and Gas Company
80 Park Plaza
Newark, NJ 07101
Attn: Sheree Kelly

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

2.2 Warranty for Facilities Study. In analyzing and preparing the System Impact Study and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

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

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

2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 20.1.2 in Attachment O-1 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.

ARTICLE 3 – Responsibility for Network or Local Upgrades

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 30, 2013 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, 2013, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before January 15, 2014, 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, 2012, Wholesale Market Participant must enter into an Interconnection Agreement with the Interconnected 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 Interconnected Transmission Owner or (ii) the Interconnected 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 Interconnected 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 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 #W2-090)

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

By: /s/ Alan Elmy_____ Manager, Interconnection Planning 5/8/14___
Name Title Date

Printed name of signer: Alan Elmy_____

Wholesale Market Participant: **Lumberton Solar W2-090, LLC**

By: /s/ Larry Liu__ Managing Director_____ 04/03/2014__
Name Title Date

Printed name of signer: Larry Liu_____

Transmission Owner: **Public Service Electric and Gas Company**

By: /s/ Paul D. Napoli_____ Managing Director – TBS &S_____ 5/6/14_____
Name Title Date

Printed name of signer: Paul D. Napoli _____

SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
Lumberton Solar W2-090, LLC
And
Public Service Electric and Gas Company
(PJM Queue Position # W2-090)

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:

Stacy Haines Road

b. Location of Participant Facility:

Stacy Haines Road, Lumberton, Burlington County, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 20 MW

d. Description of the equipment configuration:

20 MW solar project including 20 1 MW inverters

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 7.6 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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

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

SCHEDULES:

- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**

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

- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**

- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**

- **SCHEDULE F –SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

SCHEDULE A

SINGLE-LINE DIAGRAM

SCHEDULE B

LIST OF METERING EQUIPMENT

PSE&G will install the revenue metering at the or Wholesale Market Participant's termination substation as shown in Schedule A.

The Wholesale Market Participant is responsible for installing equipment assuring that the following real time data is transmitted to PJM as per Manual 14D

a. **Instantaneous net MW for the plant.**
b. **Instantaneous net MVAR for the plant.**

The Wholesale Market Participant is responsible for installing equipment assuring the following non real-time data is transmitted to PJM as per Manual 14D

a. **Hourly compensated MWh delivered by the plant.**
b. **Hourly compensated MWh received by the plant.**
c. **Hourly compensated MVARh delivered by the plant.**
d. **Hourly compensated MVARh received by the plant.**

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

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

Not Required.

SCHEDULE F
SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.