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July 12, 2016

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

*Re: PJM Interconnection, L.L.C. Docket No. ER16-\_\_\_\_\_-000  
Notice of Cancellation of Service Agreement No. 4461; Queue No. W4-027*

Dear Secretary Bose:

## **I. DESCRIPTION OF FILING**

PJM Interconnection, L.L.C. (“PJM”) submits this filing to notify the Federal Energy Regulatory Commission (“Commission”) of the cancellation of a an executed Wholesale Market Participation Agreement (“WMPA”) entered into among PJM, Community Energy Renewables, LLC (“Community Energy”) and Atlantic City Electric Company (“ACE”) (collectively, the “Parties”) (“Community Energy WMPA”). The Community Energy WMPA is designated as Service Agreement No. 4461, and was filed with and accepted by the Commission in Docket No. ER16-1694-000.<sup>1</sup> The Community Energy WMPA is being cancelled because Community Energy has decided not to move forward with its interconnection project and will not participate in PJM’s markets. PJM is submitting this filing to notify the Commission that Service Agreement No. 4461 is to be cancelled effective as of July 19, 2016.

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<sup>1</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER16-1694-000-000 (June 30, 2016). On May 13, 2016, PJM submitted the Community Energy WMPA, that due to an inadvertant administrative error was submitted out of time, with a waiver request that was granted accepting Community Energy WMPA, effective January 5, 2015. While this filing was pending before the Commission, PJM received notice from Community Energy to withdraw the queue project for the Community Energy WMPA.

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## II. WAIVER AND EFFECTIVE DATE

To the extent that the Commission considers this filing to be a notice of cancellation of Service Agreement No. 4461, PJM requests an effective date of July 19, 2016 for the cancellation of Service Agreement No. 4461 and a waiver of the Commission's sixty day (60) notice requirement specified in section 35.15 of the Commission's regulations, 18 C.F.R. § 35.15, to allow such effective date for the reasons stated above. The Parties have no remaining obligations under Service Agreement No. 4461.

## III. CORRESPONDENCE

The following individuals are designated for inclusion on the official service list in this proceeding and for receipt of any communications regarding this filing:

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

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## IV. SERVICE

PJM has served a copy of this filing on the parties to the Community Energy WMPA that is being cancelled herein, and the state regulatory utility commissions within the PJM region.

Respectfully submitted,

By: 

Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
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**cc via e-mail:**

Community Energy Renewables, LLC  
Attn: Mr. Eric Blank  
Email: [interconnection@communityenergyinc.com](mailto:interconnection@communityenergyinc.com)

Atlantic City Electric Company/ Pepco Holdings, Inc (PHI)  
Email: [Interconnections@Pepcoholdings.com](mailto:Interconnections@Pepcoholdings.com)  
Attn: Manager, Interconnection & Arrangements

All state regulatory utility commissions within the PJM Region

FERC rendition of the electronically filed tariff records in Docket No. ER16-02177-000

Filing Data:

CID: C000030

Filing Title: Notice of Cancellation of WMPA SA No. 4461, Queue No. W4-027

Company Filing Identifier: 2151

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. 4461, PJM SA No. 4461 among PJM, Community Energy and ACE (cancel), 1.0.0, A

Record Narrative Name: Executed Wholesale Market Participation Agreement No. 4461 among PJM, Community Energy Renewables, LLC and Atlantic City Electric Company.

Tariff Record ID: 1365

Tariff Record Collation Value: 558623910 Tariff Record Parent Identifier: 0

Proposed Date: 2016-07-19

Priority Order: 500

Record Change Type: CANCEL

Record Content Type: 1

Associated Filing Identifier:

Service Agreement No. 4461

(PJM Queue #W4-027)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

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

**And**

**COMMUNITY ENERGY RENEWABLES, LLC**

**And**

**ATLANTIC CITY ELECTRIC COMPANY**

Service Agreement No. 4461

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
Community Energy Renewables, LLC  
And  
Atlantic City Electric Company  
(PJM Queue Position #W4-027)**

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”), Community Energy Renewables, LLC (“Wholesale Market Participant”) and Atlantic City Electric Company (“Transmission Owner” or “ACE”).

**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:

Community Energy Renewables, LLC  
Three Radnor Corporate Center, Suite 300  
100 Matsonford Road  
Radnor, PA 19087  
Attn: Mr. Eric Blank  
Phone: 215-740-8355  
Email: interconnection@communityenergyinc.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

- 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.

### **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 **September 30, 2017**, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before **June 1, 2018**, Wholesale Market Participant must demonstrate commercial operation of **all** generating units; (ii) On or before **June 1, 2018**, 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 **December 15, 2015**, 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 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 #W4-027)

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

By: /s/ David M. Egan                      Manager, Interconnection Planning   1/5/15  
Name    Title    Date

Printed name of signer: David M. Egan

Wholesale Market Participant: Community Energy Renewables, LLC

By: /s/ Thomas J. Tuffey                      Manager    4 Dec 2014  
Name    Title    Date

Printed name of signer: Thomas J. Tuffey

Transmission Owner: Atlantic City Electric Company

By: /s/ Scott C. Razze                      Manager, Interconnection and Arrangements   12/31/14  
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  
COMMUNITY ENERGY RENEWABLES, LLC**

**And  
ATLANTIC CITY ELECTRIC COMPANY  
(PJM Queue Position # W4-027)**

**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:

Minotola 2 Solar Facility

b. Location of Participant Facility:

Vine Road, Buena Vista Twp.  
Atlantic County, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 7.9 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 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.

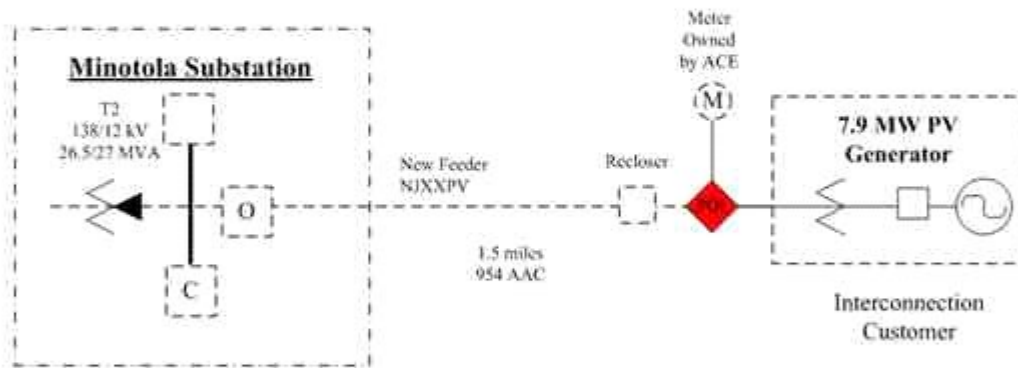
**SCHEDULES:**


- **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**

**W4 – 027**  
**Minotola 138/12 kV Sub**  
**PV Solar Generator 7.9 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.

Document Content(s)

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