



PJM Interconnection, L.L.C.
Valley Forge Corporate Center
955 Jefferson Avenue
Norristown, PA 19403-2497

Jennifer H. Tribulski
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May 13, 2013

VIA ELECTRONIC FILING

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. ER13-_____-000
Filing of First Revised Service Agreement No. 3397; Queue No. W2-030**

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”),¹ and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),² PJM Interconnection, L.L.C. (“PJM”) submits for filing an executed Wholesale Market Participation Agreement (“WMPA” or “Agreement”) entered into among PJM, KDC Solar RTC LLC (“KDC Solar”) and Atlantic City Electric Company (“ACE”), executed on April 22, 2013. PJM is submitting this Agreement for filing because KDC Solar intends to engage in wholesale sales in the PJM markets from a generating facility connected to ACE’s distribution facilities. The WMPA is designated as First Revised Service Agreement No. 3397³, and it supersedes Original Service Agreement No. 3397. The WMPA is being revised because the former Wholesale Market Participant assigned its project to a new Wholesale Market Participant named above.

The WMPA will facilitate KDC Solar’s intent to engage in jurisdictional wholesale transactions in

¹ 16 U.S.C. § 824d (2006).

² 18 C.F.R. Part 35 (2010).

³ Because the KDC Solar 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 A to this transmittal letter.

Honorable Kimberly D. Bose, Secretary
Re: PJM Interconnection, L.L.C.
May 13, 2013
Page 2

the PJM markets, which will originate over the ACE's non-jurisdictional distribution facilities. In all other respects, this WMPA is the same as it was submitted to the Commission in Docket No. ER12-2661-000.⁴

I. Waiver and Effective Date

PJM requests that the Commission grant any and all waivers of the Commission's rules and regulations that are 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 of April 22, 2013, for the WMPA, as set forth in § 1.1 thereof. Waiver is appropriate because the 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. WMPA – First Revised Service Agreement No. 3397; and
3. Attachment A: Copy of sheet containing original signatures.

III. Service

Copies of this filing have been served upon the parties, KDC Solar and ACE at the addresses listed below, as well as on the affected state utility commission(s) within the PJM region.

⁴ *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER12-2661-000 (issued Nov. 16, 2012).

Honorable Kimberly D. Bose, Secretary
Re: PJM Interconnection, L.L.C.
May 13, 2013
Page 3

IV. Correspondence and Communications

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

Craig Glazer
Vice President – Federal Government Policy
PJM Interconnection, L.L.C.
1200 G. Street, N.W., Suite 600
Washington, D.C. 20005
(202) 423-4743 (Phone)
(202) 393-7741 (Fax)
glazec@pjm.com

Jennifer Tribulski
Senior Counsel
PJM Interconnection, L.L.C.
955 Jefferson Avenue
Norristown, PA 19403
(610) 666-4363 (Phone)
(610) 666-8211 (Fax)
tribuj@pjm.com

Respectfully submitted,



Jennifer H. Tribulski

*Counsel on behalf of
PJM Interconnection, L.L.C.*

cc:

KDC Solar RTC LLC
c/o KDC Solar LLC
1545 US Highway 206, Suite 100
Bedminster, NJ 07921
Attn: Mr. Thomas P. Lynch, Executive Vice President

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

New Jersey Board of Public Utilities
44 South Clinton Avenue
Trenton, NJ 08609-1241
Attn: Office of General Counsel

First Revised Service Agreement No. 3397
Superseding Original Service Agreement No. 3397
Effective Date: April 22, 2013

(PJM Queue #W2-030)

WHOLESALE MARKET PARTICIPATION AGREEMENT
Among
PJM INTERCONNECTION, L.L.C.
And
KDC SOLAR RTC LLC
And
ATLANTIC CITY ELECTRIC COMPANY

First Revised Service Agreement No. 3397
Superseding Original Service Agreement No. 3397

WHOLESALE MARKET PARTICIPATION AGREEMENT

By and Among
PJM Interconnection, L.L.C.
And
KDC Solar RTC LLC
And
Atlantic City Electric Company
(PJM Queue Position #W2-030)

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”), KDC Solar RTC 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 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.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Wholesale Market Participant:

KDC Solar RTC LLC
c/o KDC Solar LLC
1545 US Highway 206, Suite 100
Bedminster, NJ 07921
Attn: Mr. Thomas P. Lynch, Executive Vice President

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)
Attn: Scott C. Razze, 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 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

- 3.0 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 June 15, 2014, 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, 2014, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 31, 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 April 4, 2013, 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.

Wholesale Market Participant may be permitted to suspend under its Interconnection Agreement with the Transmission Owner, or the Transmission Owner may extend the date by which Wholesale Market Participant must enter into the Interconnection Agreement with it. If such suspension or extension occurs, and at any time before the Wholesale Market Participant makes the first wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by informing the Transmission Provider and the Transmission Owner in writing that it wishes to suspend under the WMPA, with the condition that, notwithstanding such suspension, the Transmission/Distribution 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 and other information related to the suspension. The suspension period may last up to a maximum of three (3) years from the commencement of suspension, provided, however, if 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. In the event Wholesale Market Participant suspended pursuant to this Section 3.1 and has not requested to exit such suspension on or before the expiration of the suspension period described herein, the Wholesale Market Participation Agreement for the Interconnection Request for which Wholesale Market Participant suspended work shall be deemed terminated as of the end of such suspension period. The suspension period shall begin on the date the suspension commences. Milestone dates stated in the Wholesale Market Participation Agreement Section 3.1 shall be deemed to be extended coextensively with any suspension period.

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 #W2-030)

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

By: /s/ Alan Elmy Manager, Interconnection Planning 4/22/2013
Name Title Date

Printed name of signer: Alan Elmy_____

Wholesale Market Participant: KDC Solar RTC LLC

By: Thomas P. Lynch Executive Vice President 4/5/2013
Name Title Date

Printed name of signer: Thomas P. Lynch_____

Transmission Owner: Atlantic City Electric Company

By: Scott C. Razze Manager, Interconnection and Arrangements 4/18/13
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

KDC SOLAR RTC LLC

And

**ATLANTIC CITY ELECTRIC COMPANY
(PJM Queue Position # W2-030)**

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:

1307 Doughty Road Egg Harbor Township Project

b. Location of Participant Facility:

1307 Doughty Road
Egg Harbor Township, Atlantic County, NJ 08234

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 9.6 MW

d. Description of the equipment configuration:

A ground mounted, inverter based, solar photovoltaic generating facility consisting of solar arrays and a 480V/12kV 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 **3.65 MW**; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of **3.65 MW** commencing **June 1, 2014**. During the time period from the effective date of this WMPA until **May 31, 2014** (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed **3.65 MW**. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on **May 31, 2014**.

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.

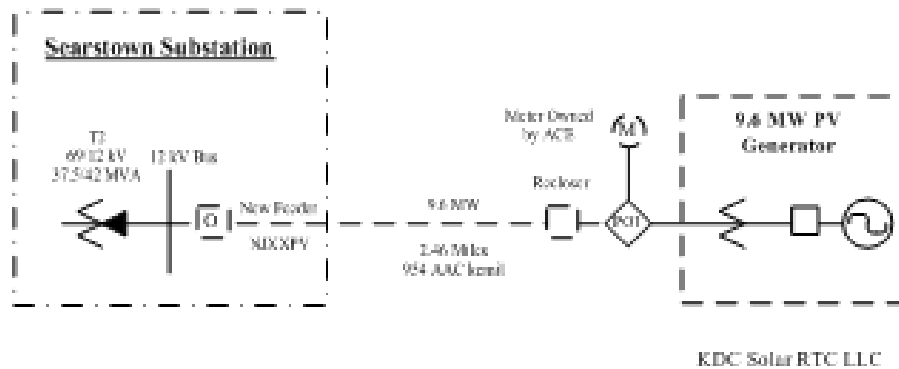
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

W2-030
PV Solar Generator 9.6 MW



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 meters located as depicted in Schedule A of this WMPA. The Transmission Owner revenue meters will be the official meters and must be the source for reporting generation output to PJM. Billing quality 12kV metering instrument transformers will be installed to serve these new meter positions. These meters will be used by the Wholesale Market Participant to provide revenue metering data to PJM. The Wholesale Market Participant is responsible to install necessary telemetry equipment 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 requires 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

None

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 – Companies of Pepco Holdings, Inc,” dated May 17, 2011.

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

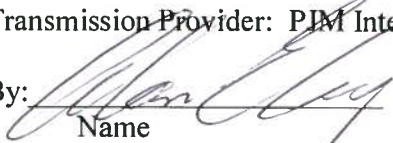
None

ATTACHMENT A
Copy of Original Signatures

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 #W2-030)

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

By:  _____ 4/22/13
Name Title Date
Alan Elmy
Manager, Interconnection Planning

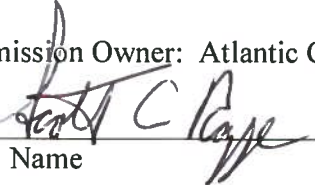
Printed name of signer: _____

Wholesale Market Participant: KDC Solar RTC LLC

By: Thomas P. Lynch _____ 4/5/2013
Name Title Date
EXECUTIVE VICE PRESIDENT

Printed name of signer: THOMAS P. LYNCH

Transmission Owner: Atlantic City Electric Company

By:  _____ 4/18/13
Name Title Date
Manager, Interconnection and Arrangements

Printed name of signer: Scott C. Raze

FERC rendition of the electronically filed tariff records in Docket No. ER13-01481-000

Filing Data:

CID: C000030

Filing Title: First Revised Service Agreement No. 3397; Queue No. W2-030

Company Filing Identifier: 1033

Type of Filing Code: 10

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. 3397, First Revised No. 3397 Among PJM, KDC Solar and ACE, 1.0.0, A

Record Narrative Name: PJM submits for filing an executed Wholesale Market Participation Agreement entered into among PJM, KDC Solar RTC LLC and Atlantic City Electric Company.

Tariff Record ID: 655

Tariff Record Collation Value: 714000 Tariff Record Parent Identifier: 0

Proposed Date: 2013-04-22

Priority Order: 500

Record Change Type: CHANGE

Record Content Type: 1

Associated Filing Identifier:

First Revised Service Agreement No. 3397

Superseding Original Service Agreement No. 3397

Effective Date: April 22, 2013

(PJM Queue #W2-030)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

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And

ATLANTIC CITY ELECTRIC COMPANY

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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

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- 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.
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- 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

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Transmission Provider:

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Wholesale Market Participant:

KDC Solar RTC LLC
c/o KDC Solar LLC
1545 US Highway 206, Suite 100
Bedminster, NJ 07921
Attn: Mr. Thomas P. Lynch, Executive Vice President

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)
Attn: Scott C. Razze, 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 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

- 3.0 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 June 15, 2014, 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, 2014, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 31, 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 April 4, 2013, 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.

Wholesale Market Participant may be permitted to suspend under its Interconnection Agreement with the Transmission Owner, or the Transmission Owner may extend the date by which Wholesale Market Participant must enter into the Interconnection Agreement with it. If such suspension or extension occurs, and at any time before the Wholesale Market Participant makes the first wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by informing the Transmission Provider and the Transmission Owner in writing that it wishes to suspend under the WMPA, with the condition that, notwithstanding such suspension, the Transmission/Distribution 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 and other information related to the suspension. The suspension period may last up to a maximum of three (3) years from the commencement of suspension, provided, however, if 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. In the event Wholesale Market Participant suspended pursuant to this Section 3.1 and has not requested to exit such suspension on or before the expiration of the suspension period described herein, the Wholesale Market Participation Agreement for the Interconnection

Request for which Wholesale Market Participant suspended work shall be deemed terminated as of the end of such suspension period. The suspension period shall begin on the date the suspension commences. Milestone dates stated in the Wholesale Market Participation Agreement Section 3.1 shall be deemed to be extended coextensively with any suspension period.

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 #W2-030)

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

By: <u>/s/ Alan Elmy</u>	<u>Manager, Interconnection Planning</u>	
<u>4/22/2013</u>		
Name	Title	Date

Printed name of signer: Alan Elmy

Wholesale Market Participant: KDC Solar RTC LLC

By: <u>Thomas P. Lynch</u>	<u>Executive Vice President</u>	
<u>4/5/2013</u>		
Name	Title	Date

Printed name of signer: Thomas P. Lynch

Transmission Owner: Atlantic City Electric Company

By: <u>Scott C. Razze</u>	<u>Manager, Interconnection and Arrangements</u>	
<u>4/18/13</u>		
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

KDC SOLAR RTC LLC

And

**ATLANTIC CITY ELECTRIC COMPANY
(PJM Queue Position # W2-030)**

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:

1307 Doughty Road Egg Harbor Township Project

b. Location of Participant Facility:

1307 Doughty Road
Egg Harbor Township, Atlantic County, NJ 08234

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 9.6 MW

d. Description of the equipment configuration:

A ground mounted, inverter based, solar photovoltaic generating facility consisting of solar arrays and a 480V/12kV 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 **3.65 MW**; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of **3.65 MW** commencing **June 1, 2014**. During the time period from the effective date of this WMPA until **May 31, 2014** (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed **3.65 MW**. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on **May 31, 2014**.

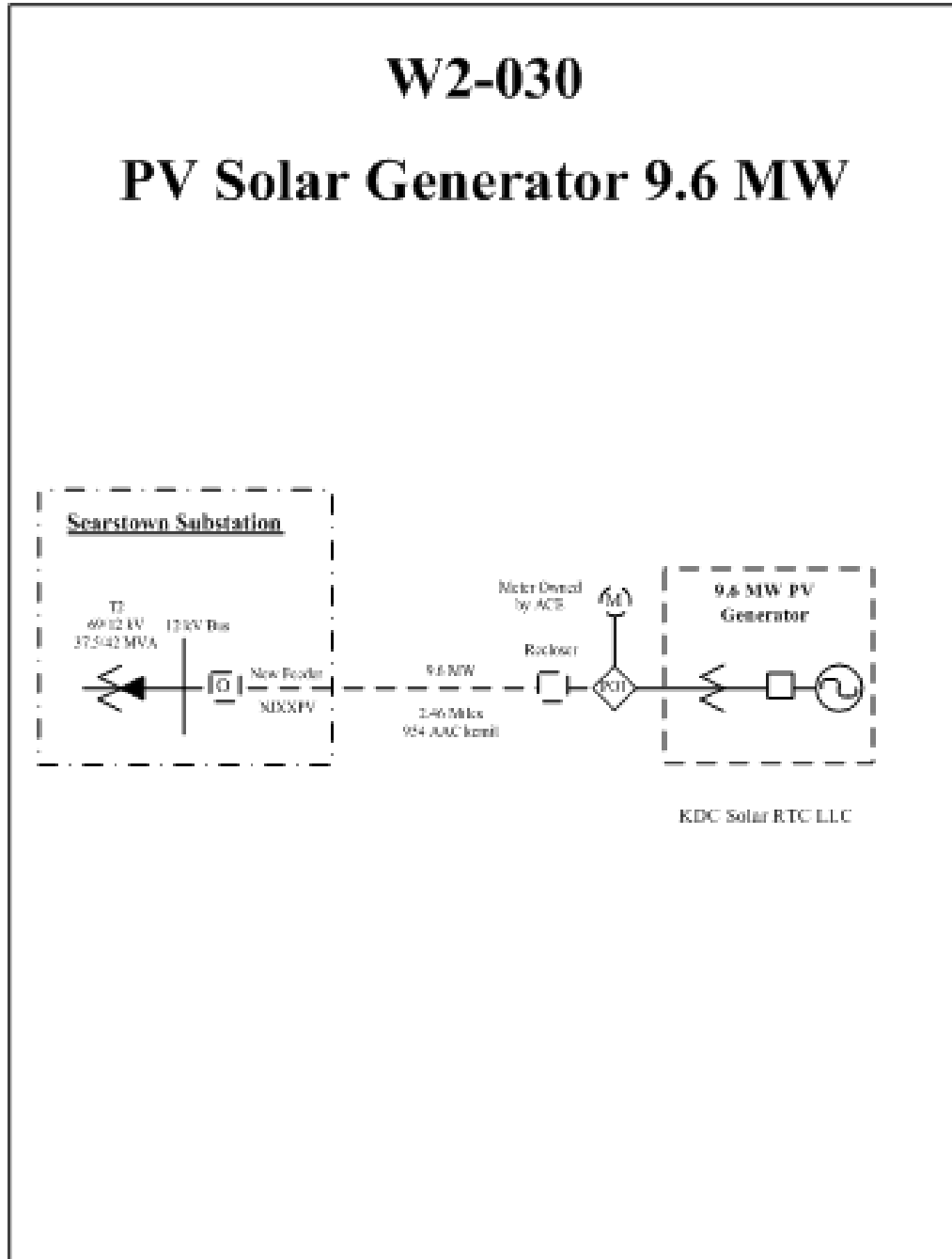
To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s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

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

SCHEDULES:

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

SCHEDULE A
SINGLE-LINE DIAGRAM



SCHEDULE B
LIST OF METERING EQUIPMENT

The Wholesale Market Participant will be required to install telemetry equipment at the 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 meters located as depicted in Schedule A of this WMPA. The Transmission Owner revenue meters will be the official meters and must be the source for reporting generation output to PJM. Billing quality 12kV metering instrument transformers will be installed to serve these new meter positions. These meters will be used by the Wholesale Market Participant to provide revenue metering data to PJM. The Wholesale Market Participant is responsible to install necessary telemetry equipment 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 requires 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

None

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 – Companies of Pepco Holdings, Inc,” dated May 17, 2011.

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

None

Document Content(s)

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1054-daf76273-e591-4d25-a3fe-c69c1b4fefbd.PDF.....4-19

1054-31c99358-a83a-4409-814e-c8fb50ef9d0b.PDF.....20-21

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