



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

Jennifer H. Tribulski
Senior Counsel
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December 15, 2011

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. ER12- 616 -000
Original Service Agreement Nos. 3144 and 3166; Queue No. W2-056**

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, Constellation Solar Federal, LLC (“Constellation”) and Public Service Electric & Gas Company (“PSE&G”), executed on November 18, 2011. PJM is also submitting a WMPA entered into among Earl F. Stahl Jr. (“Wholesale Market Participant” or “Earl Stahl”), and Public Service Electric & Gas Company (“PSE&G”), executed on December 8, 2011. The WMPAs are designated as Original Service Agreement Nos. 3166 and 3144, respectively. PJM is submitting two separate WMPAs because the Wholesale

¹ 16 U.S.C. § 824d (2006).

² 18 C.F.R. Part 35 (2010).

Market Participant, Earl Stahl had assigned a portion of its project to a new Wholesale Market Participant, Constellation. As such, these WMPAs, together, supersede the WMPA among PJM Interconnection, L.L.C., Earl F. Stahl Jr. and Public Service Electric and Gas Company designated as Original Service Agreement No. 2714, effective December 20, 2010, and accepted for filing by FERC in Docket No. ER11-2745-000.³

Under the new WMPAs filed herein, Wholesale Market Participant, Earl Stahl, will interconnect 5.5 MW of solar power (consisting of approximately 26,720 solar modules, racking system, inverters, combiners and switchgear) at Reeves Station Road in Medford, NJ, and will receive 2.09 MW of capacity interconnection rights. (See Original Service Agreement No. 3144, Specifications sections 1 and 2). Wholesale Market Participant, Constellation, will interconnect another 5.5 MW of solar power (consisting of approximately 22,711 solar modules, racking system, inverters, combiners and switchgear) at Reeves Station Road in Medford, NJ, and will receive 2.09 MW of capacity interconnection rights. (See Original Service Agreement No. 3166, Specifications, sections 1 and 2) In all other respects, the terms of the WMPAs filed herein are the same as the WMPA accepted by the FERC in Docket No. ER11-2745-000.

I. Waiver and Effective Date

PJM 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 effective dates of November 18, 2011 (for Original Service Agreement No. 3166) and December 8, 2011 (for Original Service Agreement No. 3144) , as set forth in § 1.1 thereof. Waiver is appropriate because the WMPAs are being filed within thirty (30)

³³ *PJM Interconnection, L.L.C.*, Docket No. ER11-2745-000, Letter Order (Mar. 14, 2011). A Notice of Cancellation of Original Service Agreement No. 2714 will be filed separately.

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 – Original Service Agreement No. 3166;
3. WMPA – Original Service Agreement No. 3144;
4. Attachment A: copy of signatures

III. Service

Copies of this filing have been served upon the parties, Constellation, Earl F. Stahl, Jr., and PSE&G at the addresses listed below, as well as on the affected state utility commission(s) 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:

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.

Honorable Kimberly D. Bose, Secretary
Re: PJM Interconnection, L.L.C.
December 15, 2011
Page 4

cc:

Constellation Solar Federal, LLC
100 Constellation Way
Baltimore, MD 21202
Attn: Counsel

Earl R. Stahl Jr.
25 Fostertown Road
Medford, New Jersey 08055

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

New Jersey Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
Attn: Andrew K. Dembia (Legal Specialist - Office of the Chief Counsel)

Original Service Agreement No. 3144
Effective Date: December 8, 2011

(PJM Queue #W2-056)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

Earl F. Stahl Jr.

And

Public Service Electric and Gas Company

Docs #616415
Version 5

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.**

And

Earl F. Stahl Jr.

And

**Public Service Electric and Gas Company
(PJM Queue Position #W2-056)**

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”), Earl F. Stahl Jr. (“Wholesale Market Participant” or “Earl Stahl”) and Public Service Electric and Gas Company (“Transmission Owner” or “PSE&G”). This WMPA supersedes the WMPA among PJM Interconnection, L.L.C., Earl F. Stahl Jr. and Public Service Electric and Gas Company designated as Original Service Agreement No. 2714, effective December 20, 2010, and accepted for filing by FERC in Docket No. ER11-2745-000.

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:

[Earl F. Stahl Jr.](#)
[25 Fostertown Road](#)
[Medford, New Jersey 08055](#)

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.

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 1, 2012](#), Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

3.1.2 Commercial Operation. (i) On or before [September 1, 2012](#), Wholesale Market Participant must demonstrate commercial operation of **all** generating units; (ii) On or before [September 30, 2012](#), 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. [The Interconnection Agreement associated with the Participant Facility as well as the Interconnection Agreement for Reeves Station West Solar Generating Station have been assigned to Constellation Solar Federal, LLC.](#)

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.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among
PJM INTERCONNECTION, L.L.C.**

And

Earl F. Stahl Jr.

And

**Public Service Electric and Gas Company
(PJM Queue Position # W2-056)**

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:

Reeves Station East Solar Generating Station

b. Location of Participant Facility:

7-12 Reeves Station Road

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 5.5 MW

d. Description of the equipment configuration:

Approximately 26,720 solar modules, racking system, inverters, combiners and switchgear

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 2.09 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.

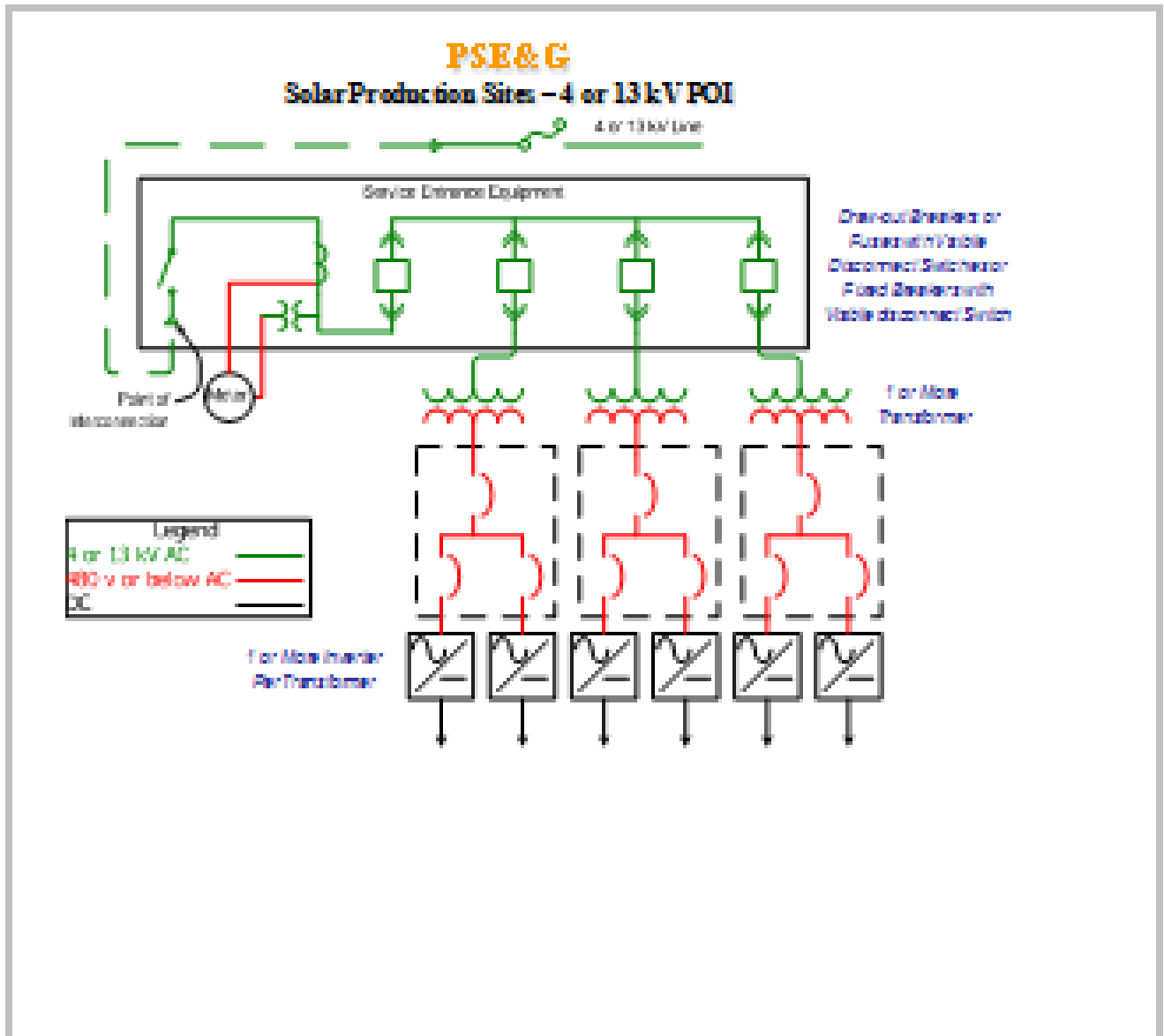
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

Original Service Agreement No. 3166
Effective Date: November 18, 2011

(PJM Queue #W2-056)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

Constellation Solar Federal, LLC

And

Public Service Electric and Gas Company

Docs 659307
Version 6

WHOLESALE MARKET PARTICIPATION AGREEMENT

By and Among

PJM Interconnection, L.L.C.

And

Constellation Solar Federal, LLC

And

Public Service Electric and Gas Company

(PJM Queue Position #W2-056)

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”), Constellation Solar Federal, LLC. (“Wholesale Market Participant” or “Constellation”) and Public Service Electric and Gas Company (“Transmission Owner” or “PSE&G”). This WMPA supersedes the WMPA among PJM Interconnection, L.L.C., Earl F. Stahl Jr. and Public Service Electric and Gas Company designated as Original Service Agreement No. 2714, effective December 20, 2010, and accepted for filing by FERC in Docket No. ER11-2745-000.

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:
[Constellation Solar Federal, LLC](#)
[100 Constellation Way](#)
[Baltimore, MD 21202](#)
[Attn: Counsel](#)

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.

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 [October 31, 2011](#), 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, 2012](#), Wholesale Market Participant must demonstrate commercial operation of **all** generating units; (ii) On or before [June 1, 2012](#), 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 31, 2011](#), Wholesale Market Participant must enter into, [or take an assignment of](#), 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.

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 #W2-056)

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

By: /s/ Alan Elmy Manager, Interconnection Planning 11/18/11
Name Title Date

Printed name of signer: Alan Elmy

Wholesale Market Participant: **Constellation Solar Federal, LLC**

By: /s/ Wayne Luoma Vice President _____
Name Title Date

Printed name of signer: Wayne Luoma

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

By: /s/ Paul D. Napoli _____ _____
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

Constellation Solar Federal, LLC

And

**Public Service Electric and Gas Company
(PJM Queue Position # W2-056)**

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:

Reeves Station West Solar Generating Station

b. Location of Participant Facility:

7-12 Reeves Station Road, Medford, Burlington County, New Jersey 08055

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 5.5 MW

d. Description of the equipment configuration:

Approximately 22,711 solar modules, racking system, inverters, combiners and switchgear

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 2.09 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.

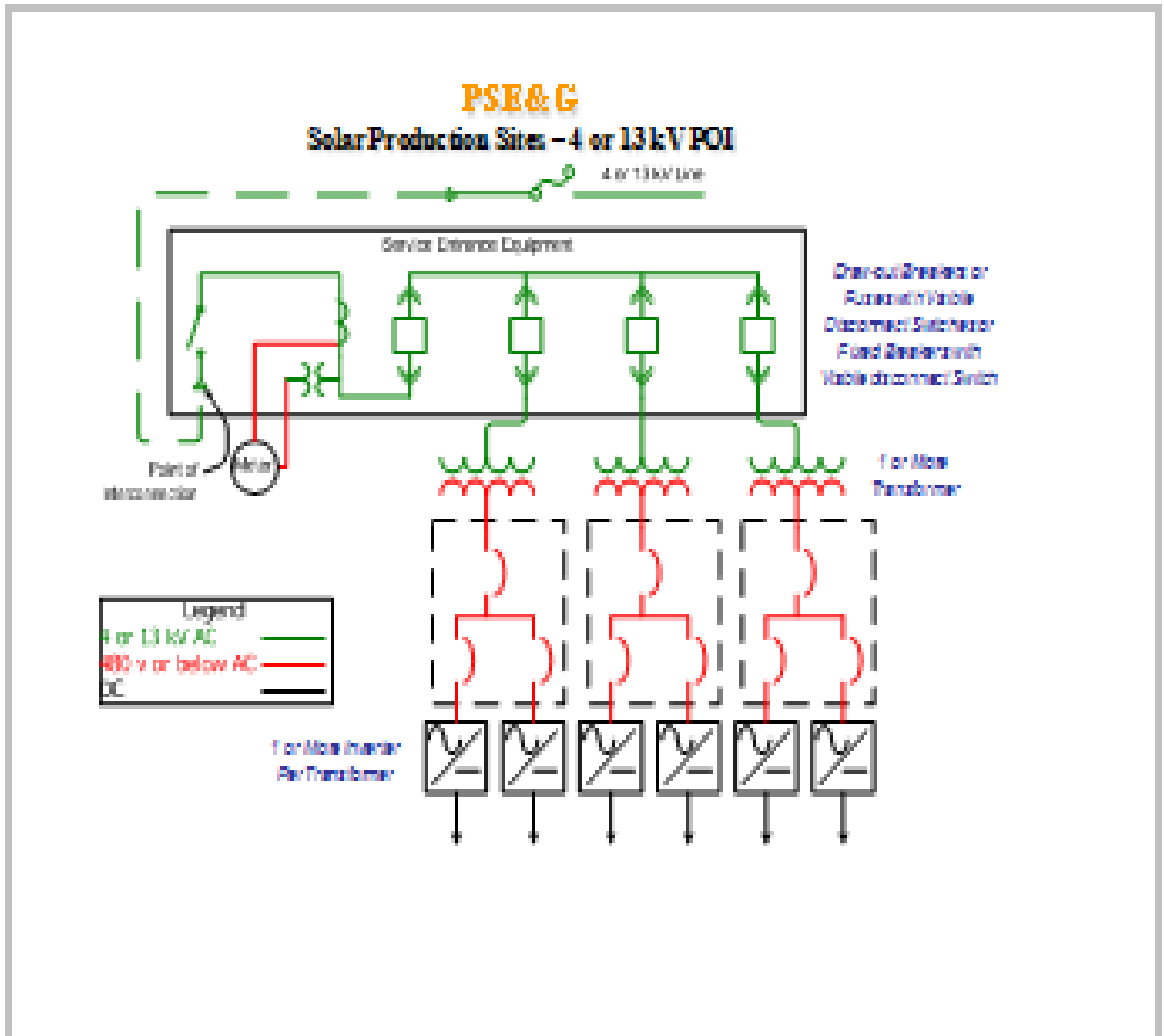
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

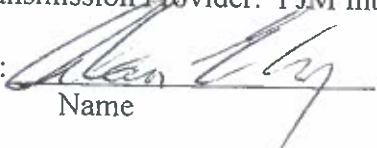
Not Required.

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 #W2-056)

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

By:  _____ 12/8/11
Name Title Date
Alan Elmy
Manager, Interconnection Planning


Printed name of signer: _____

Wholesale Market Participant: Earl F. Stahl Jr.

By:  _____ 10-25-2011
Name Title Date
OWNER

Printed name of signer: EARL F. STAHL JR.

Transmission Owner: Public Service Electric and Gas Company

By:  _____ _____
Name Title Date
Managing Dir - Trans Bus. Svc

Printed name of signer: Paul D. Napoli