

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER16-2299-000

Issued: 9/8/16

Wright & Talisman, P.C.  
1200 G Street, NW  
Suite 600, Washington, DC 20005

Attention: Patrick L. Morand  
Counsel for PJM Interconnection, L.L.C.

Reference: Wholesale Market Participation Agreement

Dear Mr. Morand:

On July 27, 2016, as amended on August 22, 2016, and as superceded on August 29, 2016, you submitted an executed Wholesale Market Participation Agreement (WMPA)<sup>1</sup> entered into among PJM, Seven Islands Environmental Solutions, LLC (Seven Islands) and Appalachian Power Company (Appalachian Power). You state that submitting this WMPA facilitates Seven Islands' intent to engage in jurisdictional wholesale transactions in the PJM markets that will originate over Appalachian Powers distribution facilities.

Pursuant to the authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. §375.307, your submittals are accepted for filing effective June 27, 2016, as requested.

The July 27th filing was noticed on July 28, 2016, with interventions and protests due on or before August 17, 2016. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2016)), to the extent that any timely filed interventions and any motion to intervene out-of-time were filed before the issuance date of this order, such interventions are granted. Granting late interventions at this stage of the proceeding will not disrupt the proceeding or result in undue prejudice or delay.

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 4510](#), [PJM SA No. 4510 Among PJM, Seven Islands, and AEP, 0.0.0.](#)

This acceptance for filing shall not be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in your filing; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against PJM.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Sincerely,

Kurt M. Longo, Director  
Division of Electric Power  
Regulation – East

August 29, 2016

Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE, Room 1A  
Washington, DC 20426

Re: *PJM Interconnection, L.L.C.*, Docket No. ER16-2299-000  
Supplement to Filing

Dear Secretary Bose:

On July 27, 2016, PJM Interconnection, L.L.C. (“PJM”) submitted for filing an executed Wholesale Market Participation Agreement (“WMPA”) among PJM as Transmission Provider, Seven Islands Environmental Solutions, LLC (“Seven Islands”) as Wholesale Market Participant, and Appalachian Power Company (“AEP”) as Transmission Owner, designated as Original Service Agreement No. 4510 (“Seven Islands WMPA”).<sup>1</sup> PJM hereby supplements the July 27 Filing, as described below.

As PJM explained in the July 27 Filing, Attachment B to the July 27 Filing contained pages of the Seven Islands WMPA initialed by the parties, which reflected the parties’ agreement to changes made to the Seven Islands WMPA after it was circulated for execution.<sup>2</sup> These changes included adding a milestone requiring Seven Islands to enter into a construction agreement with AEP, and to remove non-standard terms and conditions from Schedule F. These changes were reflected in the filed version of the Seven Islands WMPA. PJM explained, however, that it had not received the initialed pages from AEP in time to submit the Seven Islands WMPA within the 30-day period allowed for the filing of service agreements.<sup>3</sup> PJM further stated it would submit the additional initialed pages once received from AEP.<sup>4</sup> PJM requested an effective date of June 27, 2016, for the Seven Islands WMPA, stating that this effective date is appropriate because it is consistent with the intent of the parties, is limited in scope, and will not

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<sup>1</sup> Submittal of PJM Interconnection, L.L.C., Docket No. ER16-2299-000 (July 27, 2016) (“July 27 Filing”).

<sup>2</sup> July 27 Filing at 1-2 & n.3.

<sup>3</sup> *Id.* at 2 & n.4 (citing 18 C.F.R. § 35.3(a)(2)).

<sup>4</sup> *Id.*

result in harm to third parties; and noting that there are no charges or security requirements associated with the Seven Islands WMPA.<sup>5</sup>

PJM has since received the initialed pages from AEP and is therefore supplementing the July 27 Filing to include them in this docket. The initialed pages are included as Attachment I to this filing. The initialed pages contained in Attachment B to the July 27 Filing were simply exhibits to the filing and not part of the eTariff record for the Seven Islands WMPA. This filing to supplement the July 27 Filing does not change any of the terms of the Seven Islands WMPA or the eTariff record as filed in the July 27 Filing, but rather merely provides demonstration of AEP's agreement to the changes agreed to by the parties and included in the WMPA submitted in the July 27 Filing.

PJM reiterates its request for an effective date of June 27, 2016 for the Seven Islands WMPA. The Seven Islands WMPA was submitted on a timely basis, consistent with 18 C.F.R. § 35.3(a)(2). As explained above, this supplemental filing does not change any of the terms and conditions of the WMPA as originally filed.

Respectfully submitted,

/s/Patrick L. Morand

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Vice President – Federal Government  
Policy  
PJM Interconnection, L.L.C.  
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Counsel for  
PJM Interconnection, L.L.C.

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<sup>5</sup> *Id.* at 7-8. The Commission has previously accepted a supplement to the filing of service agreements in a similar form. *See, e.g., PJM Interconnection, L.L.C., Letter Order, Docket No. ER16-1519-000 (June 15, 2016).*

### **CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, D.C., this 29th day of August, 2016.

/s/Patrick L. Morand

Patrick L. Morand  
Wright & Talisman, P.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005

## **ATTACHMENT I**

FERC rendition of the electronically filed tariff records in Docket No. ER16-02299-000

Filing Data:

CID: C000030

Filing Title: Service Agreement No. 4510, Queue Position AB1-180

Company Filing Identifier: 2165

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. 4510, PJM SA No. 4510 Among PJM, Seven Islands, and AEP, 0.0.0, A

Record Narrative Name:

Tariff Record ID: 1394

Tariff Record Collation Value: 559624430 Tariff Record Parent Identifier: 0

Proposed Date: 2016-06-27

Priority Order: 500

Record Change Type: NEW

Record Content Type: 1

Associated Filing Identifier:

Service Agreement No. 4510

(PJM Queue #AB1-180)

## **WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

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

**And**

**Seven Islands Environmental Solutions, LLC**

**And**

**Appalachian Power Company**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And**

**Seven Islands Environmental Solutions, LLC**

**And**

**Appalachian Power Company  
(PJM Queue Position #AB1-180)**

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”), [Seven Islands Environmental Solutions, LLC](#) (“Wholesale Market Participant” and [Appalachian Power Company](#) (“Transmission Owner” or “[AEP](#)”) (referred to individually as “Party” or collectively as “the Parties”).

**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:

[Seven Islands Environmental Solutions, LLC](#)

6205 Peachtree Dunwoody Road  
Atlanta, GA 30328  
Attn: Robert Fairey

Transmission Owner:  
Appalachian Power Company  
700 Morrison Road – 3<sup>rd</sup> Floor  
Gahanna, OH 43230  
Attn: Wade Smith

With copies to:

Associate General Counsel – Transactions  
American Electric Power Service Corporation  
1 Riverside Plaza – 29th Floor  
Columbus, OH 43215

Either Party may change its address or designated representative for notice by notice to the other Parties in the manner provided for above.

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for System Impact 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 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.
- 2.6 Assignment**

**2.6.1 Assignment with Prior Consent:**

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then, except as provided in Section 2.6.2 of this WMPA, no Party shall assign its rights or delegate its duties under this WMPA without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; and any such assignment or delegation made without such prior written consent shall be null and void. A Party may make an assignment in connection with the sale, merger, or transfer of all of its properties, including the Participant Facility, which it owns, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this WMPA. In addition, the Transmission Owner shall be entitled, subject to applicable laws and regulations, to assign the WMPA to an Affiliate or successor that owns and operates all or a substantial portion of the Transmission Owner's transmission facilities.

**2.6.2 Assignment without Prior Consent**

**2.6.2.1 Assignment to Owners:**

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this

WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

#### **2.6.2.2 Assignment to Lenders:**

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned to any Project Finance Entity(ies), and such Interconnection Agreement was assigned, then the Wholesale Market Participant may, without consent of the Transmission Provider or the Transmission Owner, assign this WMPA to such Project Finance Entity(ies), provided that such assignment does not alter or diminish Wholesale Market Participant's duties and obligations under this WMPA. If Wholesale Market Participant provides the Transmission Owner and Transmission Provider with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as a contact for notice of Breach pursuant to section 1.1 herein, the Transmission Provider or Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA. Transmission Provider or Transmission Owner shall, if requested by such Project Finance Entity(ies), provide such customary and reasonable documents, including consents to assignment, as may be reasonably requested with respect to the assignment and status of this WMPA, provided that such documents do not alter or diminish the rights of the Transmission Provider or Transmission Owner under this WMPA, except with respect to providing notice of Breach pursuant to section 1.1 of this WMPA, to such Project Finance Entity(ies). Upon presentation of the Transmission Provider and/or Transmission Owner's invoice therefor, Wholesale Market Participant shall pay the Transmission Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

#### **2.6.3 Successors and Assigns:**

This WMPA and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

### **ARTICLE 3 – Responsibility for Network or Local Upgrades**

**3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary ("Security") in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

**3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:

**3.1.1 Substantial Site work completed.** On or before May 31, 2016, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

**3.1.2 Commercial Operation.** On or before December 31, 2016, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

**3.1.3 Documentation.** Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that "as-built" Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with "as-built" electrical modeling data or confirm that previously submitted data remains valid.

**3.1.4 Interconnection Agreement.** On or before October 31, 2016, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

**3.1.5 Construction Agreement.** On or before October 31, 2016, Wholesale Market Participant must enter into a construction agreement with the Transmission Owner in order to effectuate the WMPA.

*Ans*

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider's reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Wholesale Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. Wholesale Market Participant's notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials.

(PJM Queue #AB1-180)

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

By: <u>/s/ David M. Egan</u>	<u>Manager, Interconnection Projects</u>	<u>6-27-16</u>
Name	Title	Date

Printed name of signer: David M. Egan

Wholesale Market Participant: **Seven Islands Environmental Solutions, LLC**

By: <u>/s/ Robert Fairey</u>	<u>Vice President</u>	<u>5/16/16</u>
Name	Title	Date

Printed name of signer: Robert Fairey

Transmission Owner: **Appalachian Power Company**

VP – Transmission Engineering & Project Services,  
American Electric Power Service Corporation,  
agent for Appalachian Power Company

By: <u>/s/ Scott P. Moore</u>	<u></u>	<u>14 June 2016</u>
Name	Title	Date

Printed name of signer: Scott P. Moore



**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And  
Seven Islands Environmental Solutions, LLC**

**And  
Appalachian Power Company  
(PJM Queue Position #AB1-180)**

**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:

**Seven Islands Environmental Solutions, LLC**

b. Location of Participant Facility:

**Raleigh County Landfill  
200 Fernandez Dr.  
Beckley, WVA25801**

c. Size in megawatts of Participant Facility:

Maximum Facility Output of **3.2** MW

d. Description of the equipment configuration:

**Two (2) Caterpillar G3520C, 1200 RPM Landfill Gas powered generators**

## **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 2.4 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.

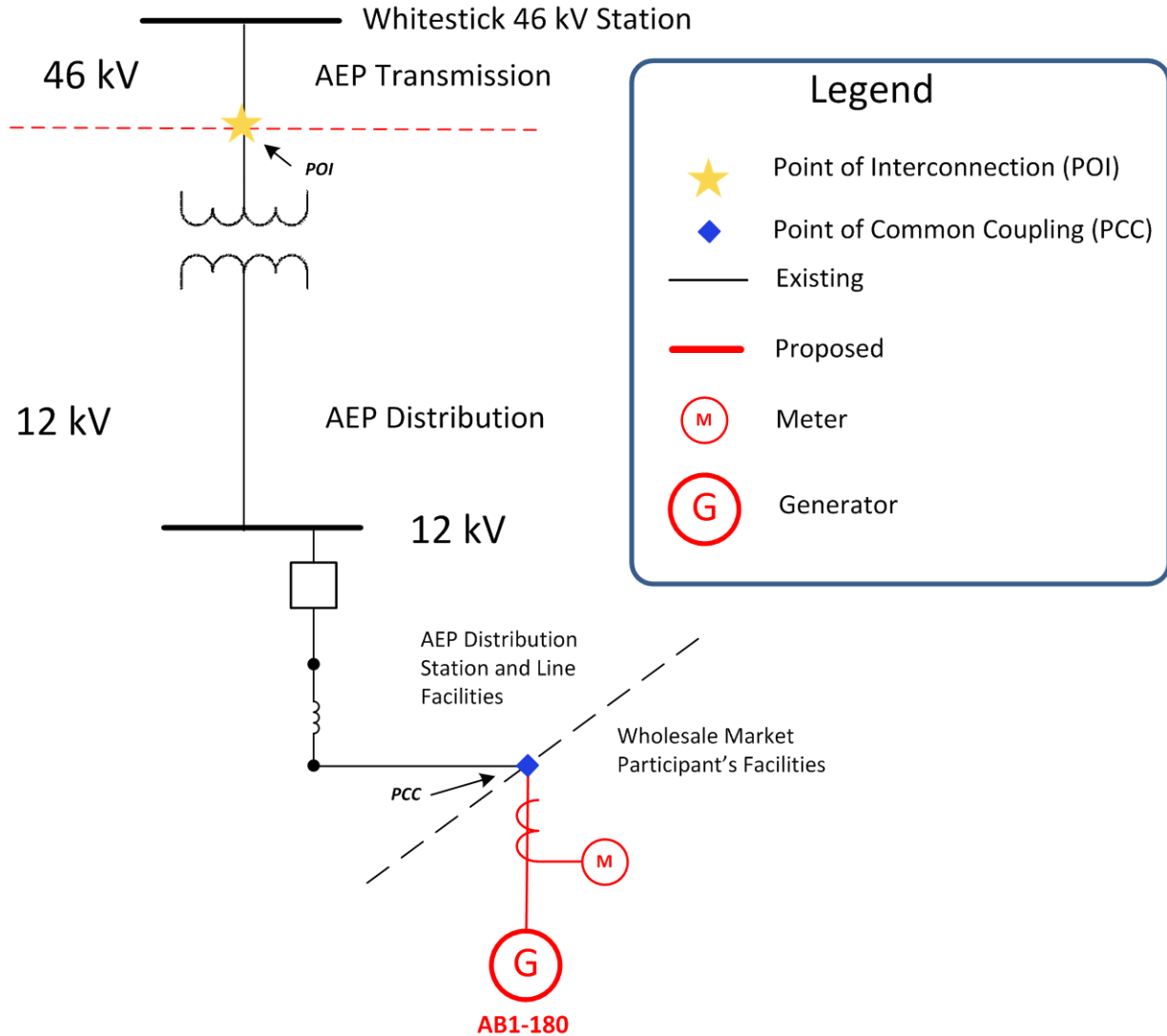
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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



The Point of Interconnection with the transmission system is at Transmission Owner's Whitestick 46 kV Station at the Transmission Owner's 46 kV disconnect switch. The point of common coupling (PCC) with the local distribution system will remain at AEP's distribution primary meter facility on the Wholesale Market Participant's premise.

### SCHEDULE B

#### LIST OF METERING EQUIPMENT

The Wholesale Market Participant will be required to install telemetry and communication equipment to provide real-time telemetry data to PJM as well as having the ability to receive and respond to PJM operational command and control signals. The requirements for this equipment

are listed in Appendix 2, Section 8 of Attachment O to the PJM Tariff, as well as PJM Manuals 01 and 14D.

The Wholesale Market Participant will also be required to comply with all AEP Metering and Telecommunication Requirements as determined in the two-party interconnection agreement between the Wholesale Market Participant and Appalachian Power Company.

Transmission Owner will submit all real and reactive power generation data to PJM as per PJM Manual 14 D.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

## **SCHEDULE D**

### **APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

All technical requirements detailed in the AB1-180 System Impact Study, February 2016, shall be incorporated herein by reference.

These standards include, but are not limited to:

- Customer Guide for the Interconnection of Distributed Resources to the American Electric Power Distribution System, effective November 1, 2011

These standards can be found on the PJM website at:

<http://www.pjm.com/planning/design-engineering/to-tech-standards.aspx>

**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.

JWS AWS