

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER17-2081-000

Issued: 8/29/17

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

Attention: Jeanine S. Watson  
Senior Counsel

Reference: Amended Wholesale Market Participation Agreement

Dear Ms. Watson:

On July 12, 2017, PJM Interconnection, L.L.C. (PJM) filed an amended Wholesale Market Participation Agreement (Amended WMPA)<sup>1</sup> among PJM, NJR Clean Energy Ventures III Corporation (NJR III) and Jersey Central Power & Light Company. PJM states that the Amended WMPA modifies Service Agreement No. 3247 (First Revised WMPA), which was accepted by the Commission in Docket No. ER17-1218-000,<sup>2</sup> to: (i) reflect the assignment of PJM Queue Position No. W1-120 from NJR Clean Energy Ventures II Corporation to NJR III, as effectuated by the Consent to Assignment Agreement executed by the parties to the First Revised WMPA and the assignee, NJR III; and (ii) reflect a change in NJR III's Maximum Facility Output, Capacity Interconnection Rights, and Schedule A single-line diagram, as effectuated by the Agreement to Amend executed by the parties.

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<sup>1</sup> PJM Interconnection, L.L.C., FERC FPA Electric Tariff, PJM Service Agreements Tariff, [PJM SA No. 3247, PJM SA No. 3247 Among PJM, NJR Clean Energy III and JCPL, 3.0.0.](#)

<sup>2</sup> *PJM Interconnection, L.L.C.*, Docket No. ER17-1218-000 (April 19, 2017) (delegated letter order).

Docket No. ER17-2081-000

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Pursuant to the authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, your submittal is accepted for filing, effective April 30, 2014, as requested.

The filing was noticed on July 12, 2017, with comments, interventions and protests due on or before August 2, 2017. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2017)), to the extent that any timely filed motions to intervene 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 place additional burdens on existing parties.

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

Document Content(s)

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PJM Interconnection, L.L.C.  
2750 Monroe Boulevard  
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Jeanine S. Watson  
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July 12, 2017

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

*Re: PJM Interconnection, L.L.C. Docket No. ER17-2081-000  
Amendment to Service Agreement No. 3247; Queue No. W1-120*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”),<sup>1</sup> and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),<sup>2</sup> PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”) submits for filing an unexecuted Wholesale Market Participation Agreement entered into among PJM, NJR Clean Energy Ventures III Corporation (“Wholesale Market Participant” or “NJR III”) and Jersey Central Power & Light Company (“Transmission Owner” or “JCPL”) (collectively, the “Parties”) (“Amended WMPA”). The Amended WMPA modifies Service Agreement No. 3247, which was filed with and accepted by the Commission in Docket No. ER17-1218-000<sup>3</sup>, to: (i) reflect the assignment of PJM Queue Position No. W1-120 from NJR Clean Energy Ventures II Corporation (“NJR II”) to NJR III, as effectuated by the attached Consent to Assignment Agreement (“CAA”) executed by the parties to the First Revised WMPA and the assignee, NJR;<sup>4</sup>

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<sup>1</sup> 16 U.S.C. § 824d (2006).

<sup>2</sup> 18 C.F.R. Part 35 (2013).

<sup>3</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER17-1218-000 (Apr. 19, 2017) (“First Revised WMPA”). The effective date of the First Revised WMPA is April 30, 2014.

<sup>4</sup> The CAA is attached to this transmittal letter as Attachment C and is entered into by and among the parties to the First Revised WMPA that includes PJM, NJR II and JCPL and the assignee, NJR III, authorizing the assignment of the First Revised WMPA to NJR III.

and (ii) reflect a change in NJR III's Maximum Facility Output, Capacity Interconnection Rights, and Schedule A as effectuated by the attached Agreement to Amend ("AA") executed by the Parties.<sup>5</sup>

PJM is submitting the Amended WMPA for filing because Commission rules and regulations require any change to the provisions of a service agreement on file with the Commission shall be filed as a change in rate.<sup>6</sup> PJM requests that the effective date for the Amended WMPA remain the same as the First Revised WMPA, April 30, 2014.

The Amended WMPA is designated as Service Agreement No. 3247 and it is substantively the same as the First Revised WMPA that was submitted to the Commission in Docket No. ER17-1218-000, except that the Amended WMPA is being revised to reflect the Parties' agreement to: (1) assign the rights and responsibilities under the First Revised WMPA to NJR III; (2) reduce the Maximum Facility Output from 20.0 MW to 10.0 MW; (3) reduce the Capacity Interconnection Rights from 7.6 MW to 3.8 MW; and (4) revise the Schedule A single-line diagram.

With the foregoing in mind, the Amended WMPA includes redline revisions to: (i) title page, (ii) party caption, (iii) first paragraph, (iv) section 2.0, (v) the signature page, (vi) the first page of the Specifications to reflect NJR III as the Wholesale Market Participant, (vii) Specifications section 1.0, (viii) Specifications section 2.1, and (ix) Schedule A. The authorized signatures set forth in the attached CAA and AA serve as the Parties' acceptance of the rights and responsibilities under the Amended WMPA. Except for the revisions specified above, all

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<sup>5</sup> The AA is attached to this transmittal letter as Attachment D, and is entered into by and among the Parties to the assigned First Revised WMPA, which authorizes the reduction in Maximum Facility Output and Capacity Interconnection Rights and the change to the Schedule A single-line diagram for Service Agreement No. 3247.

<sup>6</sup> 18 C.F.R. § 35.1(c)(2016).

other terms and conditions of the First Revised WMPA, previously accepted by the Commission, remain the same.

## **I. WAIVER AND EFFECTIVE DATE**

PJM requests that the Commission grant any and all waivers of the Commission's rules and regulations necessary for acceptance of this filing and the enclosed Amended WMPA. Additionally, PJM requests a waiver of the Commission's 60-day prior notice requirement to allow the effective date of the Amended WMPA to remain April 30, 2014. Good cause exists to grant the requested waiver because the substance of the Amended WMPA was previously accepted by the Commission and any changes authorized by the Parties' pursuant to the CAA and AA are ministerial.

## **II. DOCUMENTS ENCLOSED**

PJM encloses the following:

1. This Transmittal Letter;
2. Attachment A: Unexecuted Amended WMPA (Marked) – Service Agreement No. 3247;
3. Attachment B: Unexecuted Amended WMPA (Clean) – Service Agreement No. 3247;
4. Attachment C: Executed Consent to Assignment Agreement; and
5. Attachment D: Executed Agreement to Amend.

## **III. SERVICE**

Copies of this filing have been served upon the Wholesale Market Participant, Transmission Owner, and the state utility regulatory commissions 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  
[craig.glazer@pjm.com](mailto:craig.glazer@pjm.com)

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2750 Monroe Blvd.  
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(610) 666-4438  
[jeanine.watson@pjm.com](mailto:jeanine.watson@pjm.com)

Respectfully submitted,



Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
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Washington, D.C. 20005  
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2750 Monroe Blvd.  
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(610) 666-4438  
[jeanine.watson@pjm.com](mailto:jeanine.watson@pjm.com)

cc: NJR Clean Energy Ventures III Corporation  
1415 Wyckoff Road  
P.O. Box 1468  
Wall, NJ 07719  
Attn: Chris Savastano

Jersey Central Power & Light Company  
76 South Main Street  
A-GO-10  
Akron, OH 44308  
Attn: Mike Thorn, Agreements Support Manager

The Honorable Kimberly D. Bose, Secretary  
July 12, 2017  
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FirstEnergy Service Company  
Legal Department  
76 South Main Street  
A-GO-15  
Akron, OH 44308  
Attn: Attorney for Agreements Support

All state utility regulatory commissions within the PJM Region



(PJM Queue #W1-120)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**  
**Among**  
**PJM INTERCONNECTION, L.L.C.**  
**And**  
**NJR CLEAN ENERGY VENTURES III CORPORATION**  
**And**  
**JERSEY CENTRAL POWER & LIGHT COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
NJR Clean Energy Ventures III Corporation  
And  
Jersey Central Power & Light Company  
(PJM Queue Position #W1-120)**

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”), NJR Clean Energy Ventures III Corporation (“Wholesale Market Participant”) and Jersey Central Power & Light Company (“Transmission Owner” or “JCPL”). This WMPA supersedes the Wholesale Market Participation Agreement between PJM Interconnection, L.L.C., Pemberton Solar W1-120, LLC and Jersey Central Power & Light Company filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER12-1249-000, effective February 14, 2012, and designated as Original Service Agreement No. 3247.

**WITNESSETH**

WHEREAS, Wholesale Market Participant is developing generation that it intends to use to engage in Wholesale Transactions in PJM’s markets and desires to maintain its proposed generation in the queue that PJM studies for potential reliability impacts to the Transmission System;

WHEREAS, Wholesale Market Participant is seeking to interconnect at a local distribution or sub-transmission facility, which at this time is not subject to FERC jurisdiction; and

WHEREAS, Wholesale Market Participant and Transmission Owner or its affiliate must enter into a separate two-party interconnection agreement (“Interconnection Agreement”) in order to address issues of physical interconnection and local charges that may be presented by the interconnection of Wholesale Market Participant’s generation to the distribution facility.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements set forth in Part VI of the Tariff, as of the effective date of this

WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

## **Article 1 – DEFINITIONS and OTHER DOCUMENTS**

- 1.0 Defined Terms.** All capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in Part I or Part VI, Article 1 of the PJM Open Access Transmission Tariff (“Tariff”), except Wholesale Market Participant which shall be defined in this WMPA as a participant in a Wholesale Transaction.
- 1.1 Effective Date.** This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, upon the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated consistent with Section 1 in Attachment O, Appendix 2, Part VI of the Tariff.
- 1.2 Assumption of Tariff Obligations.** Wholesale Market Participant agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 1.3 Incorporation Of Other Documents.** All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this WMPA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

## **Article 2 - NOTICES and MISCELLANEOUS**

- 2.0 Notices.** Any notice or request made by any party regarding this WMPA shall be made, consistent with the terms of Subpart B of the Tariff, to the representatives of the other parties.

Transmission Provider:

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

Wholesale Market Participant:

NJR Clean Energy Ventures III Corporation  
1415 Wyckoff Road  
P.O. Box 1468  
Wall, NJ 07719  
Attn: Chris Savastano

Transmission Owner:

Jersey Central Power & Light Company  
76 South Main Street  
A-GO-10  
Akron, OH 44308  
Attn: Mike Thorn, Agreements Support Manager

With copies to:

FirstEnergy Service Company  
Legal Department  
76 South Main Street  
A-GO-15  
Akron, OH 44308  
Attn: Attorney for Agreements Support

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the

Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

- 2.3 Waiver.** No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 2.4 Amendment.** This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.
- 2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status.** To the extent required, in accordance with Section 20.1.2 in Attachment O-1 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

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

- 3.0 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 Commercial Operation.** On or before December 31, 2013, 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.
- 3.1.2 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.
- 3.1.3 Interconnection Agreement.** On or before March 31, 2012, Wholesale Market Participant must enter into an Interconnection Agreement with the Interconnected Transmission Owner in order to effectuate the WMPA.

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

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Interconnected Transmission Owner or (ii) the Interconnected Transmission Owner extends the date by which

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

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

(PJM Queue #W1-120)

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

By: \_\_\_\_\_  
Name Title Date

Printed name of signer: \_\_\_\_\_

Wholesale Market Participant: **NJR Clean Energy Ventures III Corporation**

By: \_\_\_\_\_  
Name Title Date

Printed name of signer: \_\_\_\_\_

Transmission Owner: **Jersey Central Power & Light Company**

By: \_\_\_\_\_  
Name Title Date

Printed name of signer: \_\_\_\_\_



**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT  
By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
NJR CLEAN ENERGY VENTURES III CORPORATION  
And  
JERSEY CENTRAL POWER & LIGHT COMPANY  
(PJM Queue Position # W1-120)**

**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:

Perez Solar

b. Location of Participant Facility:

Birmingham-Arney’s Mount Road  
Pemberton Township, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 8.8 MW

d. Description of the equipment configuration:

Photovoltaic solar panels and inverters

## **2.0 Rights for Generation Wholesale Market Participant**

### **2.1 Capacity Interconnection Rights:**

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 3.34 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

Wholesale Market Participant shall have 0 MW of Capacity Interconnection Rights for the time period from June 1, 2011 to May 31, 2014; provided however nothing in this WMPA provides any rights with regard to the use of distribution facilities. These Capacity Interconnection Rights are interim and will terminate upon June 1, 2014 at which time the Interconnection Customer will be entitled to the Capacity Interconnection Rights set forth above. Any interim rights awarded during the time period of June 1, 2011 through May 31, 2014 shall be dependent upon completion of an Interim Deliverability Study performed in the first quarter of each calendar year.

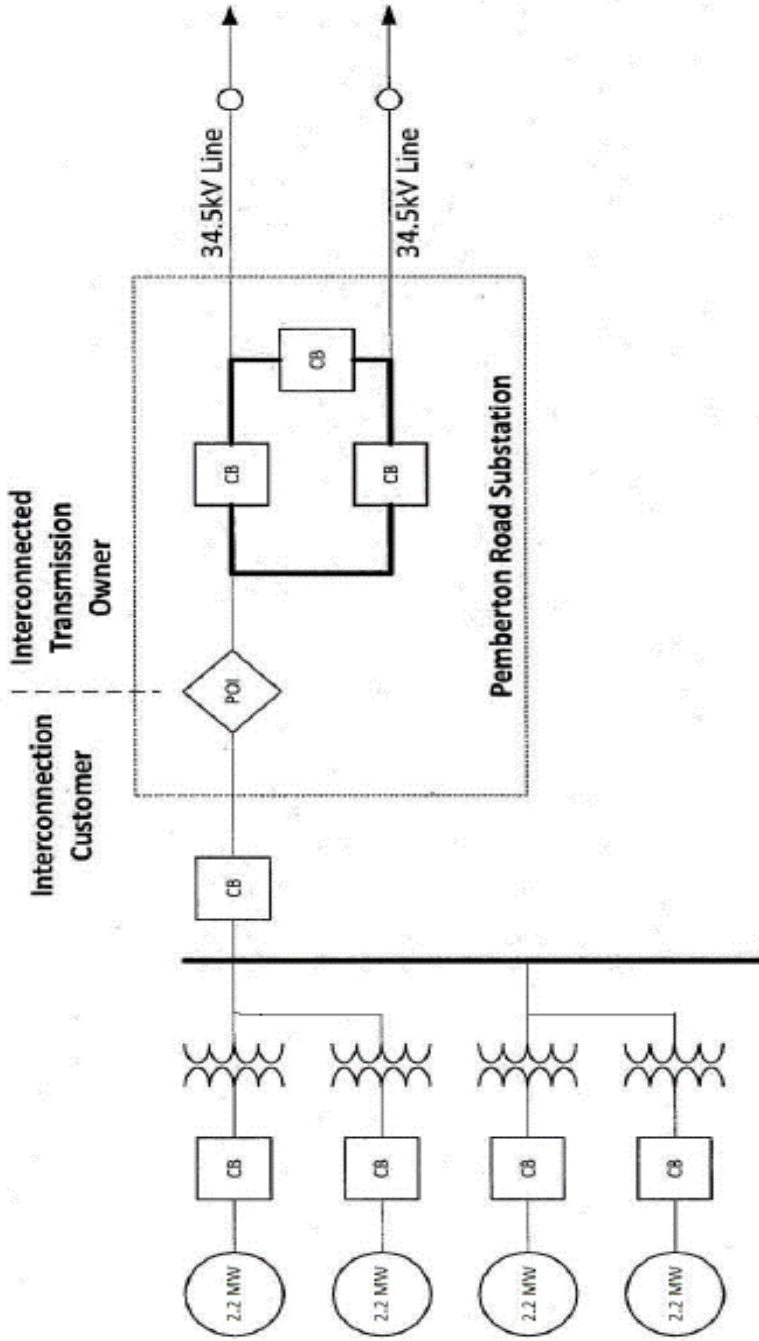
To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's 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**

Interconnection Customer's metering & telemetry equipment shall comply with requirements specified in PJM Manuals M-01 and M-14D.

**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**

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 88-129, 1988-2 C.B. 541, and as amplified and modified in Notices 90-60, 1990-2 C.B. 345, and 2001-82, 2001-2 C.B. 619 (the “IRS Notices”). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notices, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

Nothing in Wholesale Market Participant’s agreement pursuant to this Schedule E shall change the indemnification obligations under Section 24.2 in Attachment O, Appendix 2 in Part VI of the Tariff.



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

Not Required.

**CONSENT TO ASSIGNMENT AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
and  
NJR Clean Energy Ventures II Corporation  
and  
NJR Clean Energy Ventures III Corporation  
and  
Jersey Central Power & Light Company  
(PJM Queue Position #W1-120)**

This Consent to Assignment Agreement (“Consent Agreement”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), NJR Clean Energy Ventures II Corporation (“Wholesale Market Participant”), NJR Clean Energy Ventures III Corporation (“Assignee”), and Jersey Central Power & Light Company (“Transmission Owner”) (each a “Party,” and collectively, the “Parties”).

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to that certain Wholesale Market Participation Agreement related to PJM Queue Position #W1-120, designated as First Revised Service Agreement No. 3247, with an effective date of April 30, 2014, filed with the Federal Energy Regulatory Commission in Docket No. ER17-1218-000 (the “Assigned Agreement(s)”);

WHEREAS, with effect from the date this Consent Agreement is fully executed by all Parties (the “Consent Date”), Wholesale Market Participant desires to assign all of its rights and delegate all its duties under the Assigned Agreement(s) to Assignee, and Assignee desires to accept such assignment and delegation (the “Assignment”); and

WHEREAS, Wholesale Market Participant and Assignee desire that PJM and Transmission Owner provide written consent to the Assignment prior to the effective date of the Assignment (“Assignment Date”), and PJM and Transmission Owner desire to provide such written consent;

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

- 1.0 Consistent with the terms and conditions of the Assigned Agreement(s), PJM and Transmission Owner hereby consent to the assignment by Wholesale Market Participant to Assignee of the Assigned Agreement(s).
- 2.0 The granting of consent by PJM and Transmission Owner to the Assignment does not alter or diminish the rights of PJM or Transmission Owner under the Assigned Agreement(s).

- 3.0 Wholesale Market Participant and Assignee represent and warrant that, as of the Assignment Date, Assignee shall have the technical and operational competence to comply with the requirements of the Assigned Agreement(s).
- 4.0 Wholesale Market Participant represents and warrants that, as of the Consent Date, no default exists in the performance of its obligations under the Assigned Agreement(s).
- 5.0 Upon the Assignment Date, Assignee shall assume all rights, duties, and obligations of Wholesale Market Participant arising under the Assigned Agreement(s), and Wholesale Market Participant shall be relieved and discharged from all duties and obligations arising under the Assigned Agreement(s).
- 6.0 This Consent Agreement is neither a modification of nor an amendment to the Assigned Agreement(s). No terms or conditions set forth in this Consent Agreement are intended to be interpreted as contrary to, or inconsistent with the terms and conditions of the Assigned Agreement(s), including appendices, where applicable. To the extent there are any conflicts between this Consent Agreement and the Assigned Agreement(s), including any appendices, the Assigned Agreement(s), including appendices, shall prevail.
- 7.0 This Consent Agreement may not be amended, modified, assigned, or waived other than by a writing signed by all the Parties.
- 8.0 Within 5 business days of the closing date of the transaction or other event that results in the Assignment becoming effective, Wholesale Market Participant or Assignee shall provide PJM with: (i) written notification of the actual Assignment Date and any other written documentation PJM may reasonably request that demonstrates proof of the closing of the transaction or occurrence of other event resulting in the Assignment becoming effective; and (ii) the name and contact information of the person(s) to whom notifications regarding the Assigned Agreement(s) should be made after the Assignment Date.
- 9.0 The Parties acknowledge that the Assigned Agreement(s) must be amended to reflect the Assignment. The Parties therefore agree, upon occurrence of the Assignment Date or in anticipation thereof, to amend the Assigned Agreement(s) as necessary to reflect the Assignment; and that this Consent Agreement constitutes the written instrument required by the Assigned Agreement(s) for amendments thereto. PJM shall file with the Federal Energy Regulatory Commission for acceptance or, if conforming, report in PJM's Electric Quarterly Reports the amended Assigned Agreement(s). The Parties agree to take any and all actions as may be necessary to effectuate the amendments to the Assigned Agreement(s) and to facilitate PJM's timely filing of the amended Assigned Agreement(s).
- 10.0 In the event PJM does not receive notification pursuant to Section 8.0 of this Consent Agreement within 180 days from the Consent Date, this Consent Agreement shall terminate, and all rights and obligations under this Consent Agreement shall extinguish, on the date that is 180 days from the Consent Date.

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

12.0 Any notice or request made to or by any of the Parties regarding this Consent Agreement, shall be made to the representative of the other Parties as indicated below:

**Transmission Provider**

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

**Wholesale Market Participant**

NJR Clean Energy Ventures II Corporation  
1415 Wyckoff Road  
P.O. Box 1468  
Wall, NJ 07719  
Attn: Chris Savastano

**Assignee**

NJR Clean Energy Ventures III Corporation  
1415 Wyckoff Road  
P.O. Box 1468  
Wall, NJ 07719  
Attn: Chris Savastano

**Transmission Owner**

Jersey Central Power & Light Company  
76 South Main Street  
A-GO-10  
Akron, OH 44308  
Attn: Mike Thorn, Agreements Support Manager

With copies to:

FirstEnergy Service Company  
Legal Department  
76 South Main Street  
A-GO-15  
Akron, OH 44308  
Attn: Attorney for Agreements Support

13.0 This Consent Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, PJM, Wholesale Market Participant, Assignee, and Transmission Owner have caused this Consent Agreement to be executed by their respective authorized officials. By each individual signing below each represents to the other that they are duly authorized to sign on behalf of that company and have actual and/or apparent authority to bind the respective company to this Consent Agreement.

(PJM Queue Position #W1-120)

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

DocuSigned by:  
By: Suzanne Glatz \_\_\_\_\_ Manager, Infrastructure Coordination \_\_\_\_\_ 6/21/17  
78886609298845C... Title Date

Printed name of signer: Suzanne Glatz

**Wholesale Market Participant: NJR Clean Energy Ventures II Corporation**

By: Stephen Westhoven \_\_\_\_\_ Senior VP & COO \_\_\_\_\_ 6-8-17  
Name Title Date

Printed name of signer: Stephen Westhoven

**Assignee: NJR Clean Energy Ventures III Corporation**

By: Stephen Westhoven \_\_\_\_\_ Senior VP & COO \_\_\_\_\_ 6-8-17  
Name Title Date

Printed name of signer: Stephen Westhoven

**Transmission Owner: Jersey Central Power & Light Company**

DocuSigned by:  
By: Rich Ziegler \_\_\_\_\_ Director-FERC & RTO Technical Support \_\_\_\_\_ 6/9/2017  
A114C7C6B8FD488... Title Date

Printed name of signer: Rich Ziegler

**AGREEMENT TO AMEND**  
**By and Among**  
**PJM Interconnection, L.L.C.**  
**And**  
**NJR Clean Energy Ventures III Corporation**  
**And**  
**Jersey Central Power & Light Company**  
**(PJM Queue Position #W1-120)**

This Agreement to Amend Agreement (“Amendment”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), NJR Clean Energy Ventures III Corporation (“Wholesale Market Participant”), and Jersey Central Power & Light Company (“Transmission Owner”) (each, individually a “Party,” and collectively, the “Parties”).

**RECITALS**

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to the following service agreement, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER17-1218-000, and designated as follows:

<b>Type of Service Agreement(s)</b>	<b>Service Agreement Number</b>	<b>Parties to the Agreement</b>	<b>Effective Date</b>
Wholesale Market Participation Agreement	3247	PJM Interconnection, L.L.C., NJR Clean Energy Ventures III Corporation and Jersey Central Power & Light Company	April 30, 2014

WHEREAS, the Parties hereby agree to amend the Wholesale Market Participation Agreement by replacing the changes listed below:

<b>Section Changed</b>	<b>Changed From</b>	<b>Changed To</b>	<b>Description of Change</b>
Specifications 1.0 c.	Size in megawatts of Participant Facility:  Maximum Facility Output of 20.0 MW	Size in megawatts of Participant Facility:  Maximum Facility Output of 8.8 MW	The Maximum Facility Output has been changed from 20.0 MW to 8.8 MW
Specifications 2.1	Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity	Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity	The Capacity Interconnection Rights have changed from 7.6 MW to 3.34 MW.

	Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 7.6 MW	Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 3.34 MW	
Schedule A*	*See former single-line diagram attached as Addendum 1	*See single-line diagram attached as Addendum 2	The single-line diagram has been modified to reflect the change in the number of generating units.

WHEREAS, Section 2.4 of the Wholesale Market Participation Agreement (“WMPA”) provides that the WMPA, or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the WMPA; and

WHEREAS, by this written document, the Parties intend to amend the WMPA of the Wholesale Market Participant to reflect the changes listed above.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legal bound, hereby agree as follows:

- 1.0 Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the WMPA.
- 2.0 Consent to Amendment(s). The Parties hereby agree to amend the aforementioned WMPA by replacing the changes listed above.
- 3.0 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

Except as set forth in this Amendment, the WMPA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the WMPA or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective authorized officials. By each individual signing below each represents to the others that they are duly authorized to sign on behalf of that company and have the actual and/ or apparent authority to bind the respective company to this Amendment.

(PJM Queue Position #W1-120)

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

DocuSigned by: \_\_\_\_\_ Manager, Infrastructure Coordination  
 By: Suzanne Glatz \_\_\_\_\_ 7/7/2017  
Name 609296645C... Title Date

Printed name of signer: Suzanne Glatz

**Wholesale Market Participant: NJR Clean Energy Ventures III Corporation**

By: Stephen Westhoven \_\_\_\_\_ Senior VP & COO \_\_\_\_\_ 6/21/17  
Name Title Date

Printed name of signer: Stephen Westhoven

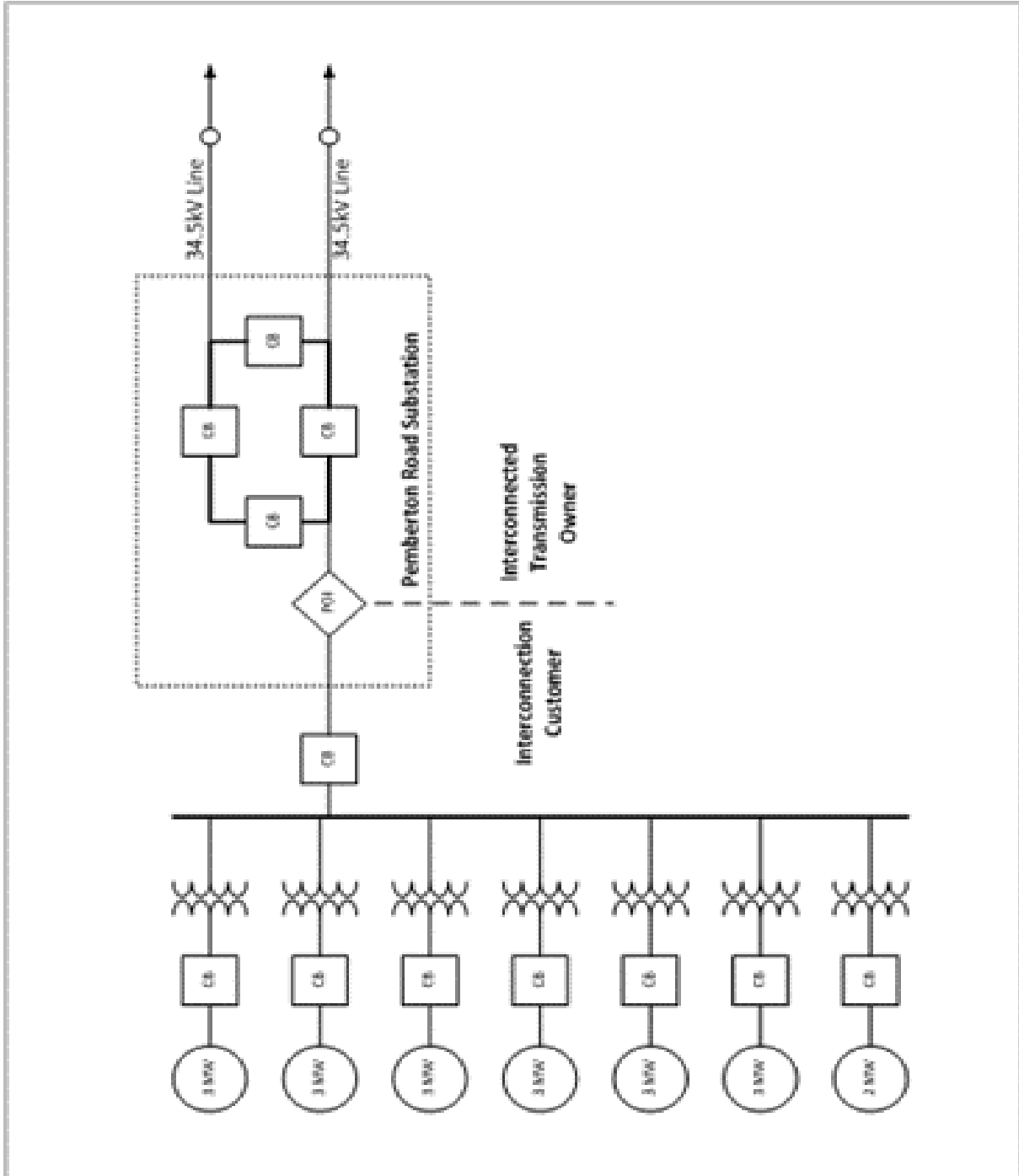
**Transmission Owner: Jersey Central Power & Light Company**

DocuSigned by: \_\_\_\_\_ President \_\_\_\_\_ 7/7/2017  
 By: James V Fakult \_\_\_\_\_  
Name D4DA198E419... Title Date

Printed name of signer: James V Fakult



**ADDENDUM 1 – Changed From  
SCHEDULE A  
SINGLE-LINE DIAGRAM**



### ADDENDUM 2 – Changed To SCHEDULE A SINGLE-LINE DIAGRAM

