

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER18-244-000
12/6/17

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

Attention: Jeanine S. Watson
Senior Counsel

Reference: Wholesale Market Participation Agreement

Dear Ms. Watson:

On November 3, 2017, PJM Interconnection, L.L.C. (PJM) filed an unexecuted amended Wholesale Market Participation Agreement (Amended WMPA) entered into between PJM, NJR Clean Energy Ventures III Corporation (NJR Clean Energy) and Jersey Central Power & Light Company.¹ PJM states that the Amended WMPA revises the First Revised WMPA to assign rights and responsibilities to NJR Clean Energy.

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 September 17, 2014, as requested.

¹ PJM Interconnection, L.L.C./PJM Service Agreements Tariff, [PJM SA No. 3234](#), [PJM SA No. 3234 Among PJM, NJR Clean Energy and JCP&L, 3.0.0](#).

Docket No. ER18-244-000

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The filing was noticed on November 3, 2017, with comments, interventions, and protests due on or before November 24, 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
Audubon, PA 19403

Jeanine S. Watson
Senior Counsel
T: (610) 666-4438 | F: (610) 666-8211
Jeanine.Watson@pjm.com

November 3, 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. ER18-244-000
Assignment of Service Agreement No. 3234; Queue No. W4-060*

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 unexecuted Wholesale Market Participation Agreement (“Amended WMPA”) entered into among PJM (“Transmission Provider”), NJR Clean Energy Ventures III Corporation (“Wholesale Market Participant” or “NJR”) and Jersey Central Power & Light Company (“Transmission Owner” or “JCP&L”) (each individually a “Party,” and collectively, the “Parties”). The Amended WMPA modifies First Revised Service Agreement No. 3234, filed with and accepted by the Commission in Docket No. ER16-1950-000³, to reflect the assignment of PJM Queue Position No. W4-060 from CEP Old

¹ 16 U.S.C. § 824d (2006).

² 18 C.F.R. Part 35 (2013).

³ *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER16-1950-000 (Aug. 4, 2016) (“First Revised WMPA”). The effective date of the First Revised WMPA is September 17, 2014.

Bridge, LLC (“CEP”) to NJR, as effectuated by the attached Consent to Assignment Agreement (“CAA”) executed by the parties to the First Revised WMPA and the assignee, NJR.⁴

PJM is submitting the Amended WMPA for filing pursuant to the Commission’s rules and regulations that a change to “any of the provisions of a... service agreement required to be on file with this Commission...shall be filed as a change in rate.”⁵ PJM requests that the effective date of the Amended WMPA remain the same as the First Revised WMPA, September 17, 2014.

The Amended WMPA, designated as Service Agreement No. 3234, is substantively the same as the First Revised WMPA that was submitted to the Commission in Docket No. ER16-1950-000, except that the Amended WMPA has been revised to reflect the Parties’ and CEP’s agreement to assign the rights and responsibilities under the First Revised WMPA to NJR.

With the forgoing in mind, the Amended WMPA includes redline revisions to the (i) title page, (ii) party caption, (iii) first paragraph, (iv) section 2.0, (v) the signature page, and (vi) the first page of the Specifications to reflect NJR as the Wholesale Market Participant. The authorized signatures set forth in the attached CAA, serve as the Parties’ acceptance of the rights and responsibilities under the Amended WMPA.

Except for the revisions specified above, all other terms and conditions of the First Revised WMPA, previously accepted by the Commission, remain the same.

⁴ 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, CEP and JCP&L and the assignee, NJR, authorizing the assignment of the First Revised WMPA to NJR.

⁵ 18 C.F.R § 35.1(c) (2013).

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 September 17, 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 and CEP pursuant to the CAA are ministerial.

II. DOCUMENTS ENCLOSED

PJM encloses the following:

1. This Transmittal Letter;
2. Attachment A: Unexecuted Amended WMPA (Marked) – Service Agreement No. 3234;
3. Attachment B: Unexecuted Amended WMPA (Clean) – Service Agreement No. 3234; and
4. Attachment C: Executed Consent to Assignment Agreement.

III. SERVICE

Copies of this filing have been served upon the Wholesale Market Participant, Transmission Owner, and the state regulatory utility 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

Jeanine Watson
Senior Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
(610) 666-4438
jeanine.watson@pjm.com

Respectfully submitted,

By: 

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

Jeanine Watson
Senior Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
(610) 666-4438
jeanine.watson@pjm.com

cc: NJR Clean Energy Ventures III Corporation
1415 Wyckoff Road
P.O. Box 1468
Wall, NJ 07719
Attention: Chris Savastano
Email: csavastano@njresources.com

NJR Service Corporation
1415 Wyckoff Road
P.O. Box 1468
Wall, NJ 07719
Attention: Bill Scharfenberg, Assistant General Counsel
Email: wscharfenberg@njresources.com

The Honorable Kimberly D. Bose, Secretary
PJM Interconnection, L.L.C., Docket No. ER18-244-000
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Jersey Central Power & Light Company
76 South Main Street
A-GO-10
Akron, OH 44308
Attn: Mike Thorn, Agreements Support Manager

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

All state regulatory utility commissions within the PJM Region

(PJM Queue #W4-060)

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 #W4-060)**

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., C & M Old Bridge, LLC and Jersey Central Power & Light Company filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER12-1201-000, effective February 2, 2012, and designated as Original Service Agreement No. 3234.

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
Attention: Chris Savastano
Email: csavastano@njresources.com

With copies to:
NJR Service Corporation
1415 Wyckoff Road
P.O. Box 1468
Wall, NJ 07719
Attention: Bill Scharfenberg, Assistant General Counsel
Email: wscharfenberg@njresources.com

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.** (i) On or before December 31, 2014, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 31, 2014, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
- 3.1.2 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 December 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 #W4-060)

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**

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 #W4-060)**

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:

Old Bridge Solar Farm

- b. Location of Participant Facility:

Industrial Drive
Old Bridge, New Jersey

- c. Size in megawatts of Participant Facility:

Maximum Facility Output of 10.0 MW

- d. Description of the equipment configuration:

Solar photovoltaic panels connected to 1 MW inverters through 480 V-34 kV step up transformers.

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 3.8 MW commencing June 1, 2015. During the time period from the effective date of this WMPA until May 31, 2015 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 3.8 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study performed in the first quarter of each calendar year. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2015.

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.

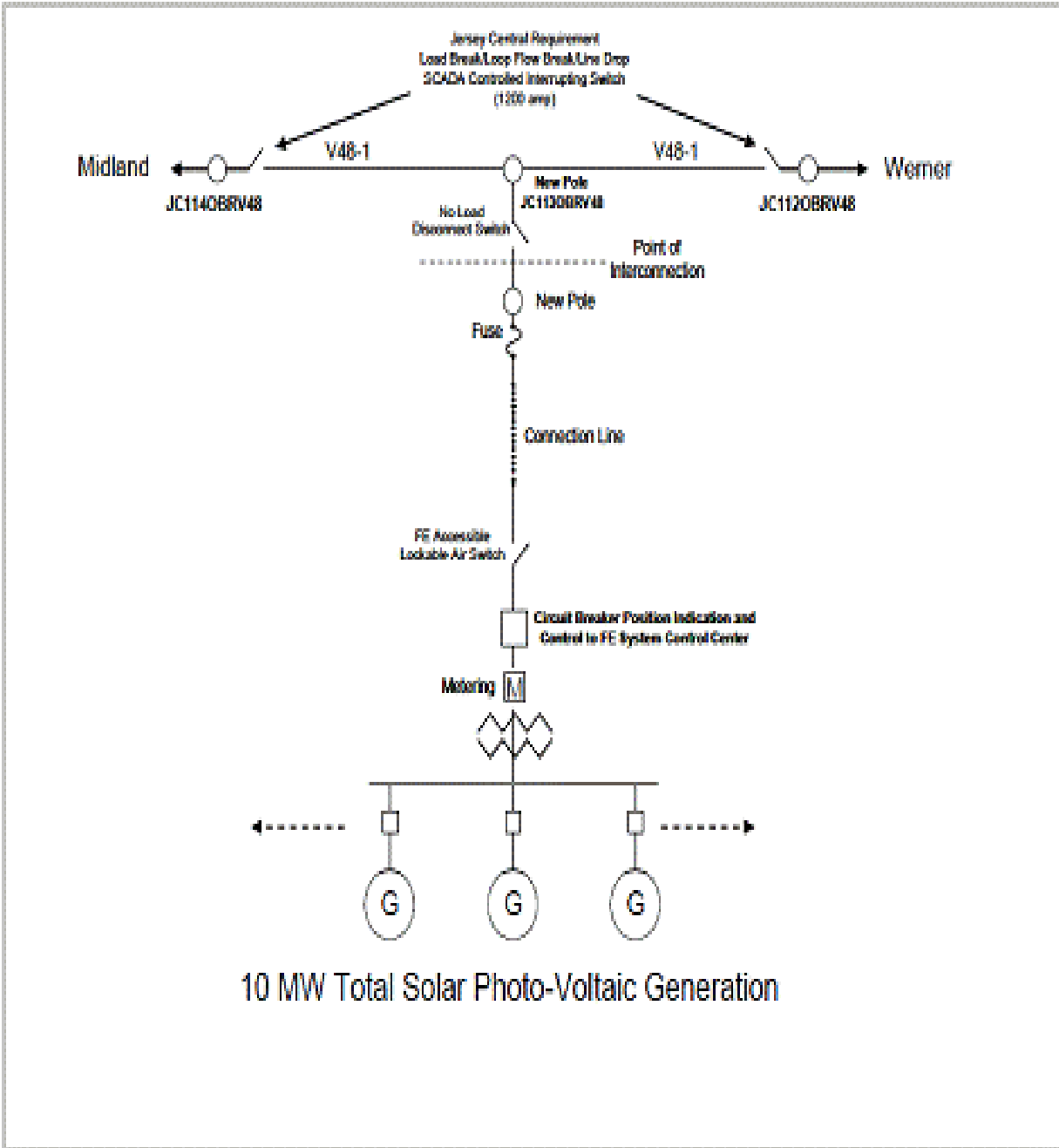
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

Wholesale Market Participant'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
CEP Old Bridge, LLC
and
NJR Clean Energy Ventures III Corporation
and
Jersey Central Power & Light Company
(PJM Queue Position #W4-060)**

This Consent to Assignment Agreement (“Consent Agreement”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), CEP Old Bridge, LLC (“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 #W4-060, designated as Service Agreement No. 3234, with an effective date of September 17, 2014, filed with the Federal Energy Regulatory Commission in Docket No. ER16-1950-000 (the “Assigned Agreement”);

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 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, PJM and Transmission Owner hereby consent to the assignment by Wholesale Market Participant to Assignee of the Assigned Agreement.
- 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.

- 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

CEP Old Bridge, LLC
20 A Beers Street
Holmdel, New Jersey 07733
Attention: Justin Sallusto

Assignee

NJR Clean Energy Ventures III Corporation
1415 Wyckoff Road
P.O. Box 1468
Wall, NJ 07719
Attention: Chris Savastano
Email: csavastano@njresources.com

With copies to:

NJR Service Corporation
1415 Wyckoff Road
P.O. Box 1468
Wall, NJ 07719
Attention: Bill Scharfenberg, Assistant General Counsel
Email: wscharfenberg@njresources.com

Transmission Owner

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

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 #W4-060)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: CEP Old Bridge, LLC

By: *[Signature]* _____ 10/3/17
Name Title Date

Printed name of signer: _____

Assignee: 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: _____

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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 #W4-060)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: CEP Old Bridge, LLC

By: _____
Name Title Date

Printed name of signer: _____

Assignee: NJR Clean Energy Ventures III Corporation

By: ^{DocuSigned by:} Stephen D. Westhoven Senior VP & COO 10/04/2017
E141CA091078416 _{Name Title Date}

Printed name of signer: Stephen Westhoven

Transmission Owner: Jersey Central Power & Light Company

By: _____
Name Title Date

Printed name of signer: _____

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 #W4-060)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: CEP Old Bridge, LLC

By: _____
Name Title Date

Printed name of signer: _____

Assignee: NJR Clean Energy Ventures III Corporation

By: _____
Name Title Date

Printed name of signer: _____

Transmission Owner: Jersey Central Power & Light Company

By: Richard C. Ziegler Director FERC + RTD Technical Support 10/18/2017
Name Title Date

Printed name of signer: Richard A. Ziegler