

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER16-1517-000

Issued: 6/9/16

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403-2497

Attention: Jeanine S. Watson  
Senior Counsel

Reference: Amended Wholesale Market Participation Agreement

Dear Ms. Watson:

On April 28, 2016, PJM Interconnection, L.L.C. (PJM) filed an Amended Wholesale Market Participation Agreement (Amended WMPA) among PJM, Bernards Solar, LLC (Bernards Solar) and Jersey Central Power & Light Company.<sup>1</sup> You state that the Amended WMPA reflect a change to the name and contact information for Bernards Solar and that all other terms and conditions of the Original WMPA remain the same.

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 July 2, 2014, as requested.

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, , [PJM SA No. 3330, PJM SA No. 3330 Among PJM, Bernards Solar, and JCP&L, 2.0.0.](#)

The filing was noticed on April 28, 2016, with comments, interventions, and protests due on or before May 19, 2016. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2015)), 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](mailto:Jeanine.Watson@pjm.com)

April 28, 2016

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. ER16-1517-000  
Amendment to Service Agreement No. 3330; Queue No. X1-095*

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”) submits for filing an unexecuted Wholesale Market Participation Agreement (“WMPA”)<sup>3</sup> entered into among PJM (“Transmission Provider”), Bernards Solar, LLC (“Wholesale Market Participant” or “Bernards Solar”) and Jersey Central Power & Light Company (“Transmission Owner” or “JCPL”) (each individually a “Party,” and collectively, the “Parties”) (the “Amended WMPA”). The Amended WMPA modifies Service Agreement No. 3330, filed with and accepted by the Commission in Docket No. ER14-2535-

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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> The Amended WMPA is being filed unexecuted because the authorized signatures set forth in the Agreement to Amend (“AA”) included as Attachment C to this transmittal letter serves as the Parties’ acceptance of the revisions being made in the Amended WMPA.

000<sup>4</sup>, to reflect a change to the name and contact information for Bernards Solar, as effectuated by the attached 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 be filed as a change in rate.<sup>6</sup> PJM requests the effective date for the Amended WMPA remain the same as the First Revised WMPA, July 2, 2014.

The Amended WMPA, designated as Service Agreement No. 3330, is substantively the same as the First Revised WMPA submitted to the Commission in Docket No. ER14-2535-000, except that the Amended WMPA is being revised to reflect the Parties' agreement to change the name and contact information of the Wholesale Market Participant.

With the foregoing in mind, the Amended WMPA includes redline revisions to reflect the name change from Syncarpha EFG I, LLC to Bernards Solar, LLC in the title page, section 2.0, the signature page and the caption of the Specifications; and revisions to update the contact information for Bernards Solar in section 2.0 as follows: Bernards Solar, LLC, c/o NJR Clean Energy Ventures II Corporation, 1415 Wyckoff Road, Wall, New Jersey 07719, Attn: Chris Savastano, Managing Director, Phone: (732) 938-1004, Fax: (732) 919-8188, Email: csavastano@njresources.com; With copies to: NJR Service Corporation, 1415 Wyckoff road, Wall, New Jersey 07719, Attn: Bill Scharfenberg, Assistant General Counsel, Phone: (732) 938-1134, Fax: (732) 938-1226, Email: wscharfenberg@njresources.com.

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<sup>4</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER14-2535-000 (Sept. 11, 2014) ("First Revised WMPA"). The effective date of the First Revised WMPA is July 2, 2014.

<sup>5</sup> The AA is entered into by and among the parties to the First Revised WMPA which are authorizing the change of name and contact information for Service Agreement No. 3330.

<sup>6</sup> 18 C.F.R. § 35.1(c)(2013).

Except for the revisions specified above, all 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 July 2, 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 AA are ministerial.

#### **II. DOCUMENTS ENCLOSED**

PJM encloses the following:

1. This Transmittal Letter;
2. Attachment A: Unexecuted Amended WMPA (Marked) – Service Agreement No. 3330;
3. Attachment B: Unexecuted Amended WMPA (Clean) – Service Agreement No. 3330; and
4. Attachment C: 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.

The Honorable Kimberly D. Bose, Secretary  
PJM Interconnection, L.L.C., Docket No. ER16-1517-000  
April 28, 2016  
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#### 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)

Jeanine S. Watson  
Senior Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403  
(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.  
1200 G Street, N.W, Suite 600  
Washington, D.C. 20005  
(202) 423-4743  
[craig.glazer@pjm.com](mailto:craig.glazer@pjm.com)

Jeanine S. Watson  
Senior Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, Pennsylvania 19403  
(610) 666-4438  
[jeanine.watson@pjm.com](mailto:jeanine.watson@pjm.com)

cc: Bernards Solar, LLC  
c/o NJR Clean Energy Ventures II Corporation  
1415 Wyckoff Road  
Wall, New Jersey 07719  
Attn: Chris Savastano, Managing Director

The Honorable Kimberly D. Bose, Secretary  
*PJM Interconnection, L.L.C.*, Docket No. ER16-1517-000  
April 28, 2016  
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With copies to:  
NJR Service Corporation  
1415 Wyckoff road  
Wall, New Jersey 07719  
Attn: Bill Scharfenberg, Assistant General Counsel

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 Agreement  
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



**AGREEMENT TO AMEND**  
**By and Among**  
**PJM Interconnection, L.L.C**  
**And**  
**Bernards Solar, LLC**  
**And**  
**Jersey Central Power & Light Company**  
**(PJM Queue Position #X1-095)**

This AGREEMENT TO AMEND (“Amendment”) Service Agreement(s) is entered into by and among PJM Interconnection, L.L.C. (“PJM”), Bernards Solar, LLC (“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(s), filed and accepted by the Federal Energy Regulatory Commission in Docket No. ER14-2535-000, 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 (“WMPA”)	3330	PJM, Syncarpha EFG I, LLC and Jersey Central Power & Light Company, a FirstEnergy Company	July 2, 2014

WHEREAS, the name and address of the Wholesale Market Participant, changed as listed below, effective February 3, 2016:

<b>Wholesale Market Participant’s Former Name</b>	<b>Wholesale Market Participant’s New Name</b>
Syncarpha EFG I, LLC	Bernards Solar, LLC

AND

<b>Wholesale Market Participant’s Former Address/ Contact Information</b>	<b>Wholesale Market Participant’s New Address/Contact Information</b>
645 Madison Avenue 14 <sup>th</sup> Floor New York, NY 10022 Attn: Chris Andreola	Bernards Solar, LLC c/o NJR Clean Energy Ventures II Corporation 1415 Wyckoff Road Wall, New Jersey 07719 Attn: Chris Savastano, Managing Director Phone (732) 938-1004

	Fax (732) 919-8188 Email: <a href="mailto:csavastano@njresources.com">csavastano@njresources.com</a>  <b>With copies to:</b>  NJR Service Corporation 1415 Wyckoff Road Wall, New Jersey 07719 Attn: Bill Scharfenberg, Assistant General Counsel Phone (732) 938-1134 Fax (732) 938-1226 Email: <a href="mailto:wscharfenberg@njresources.com">wscharfenberg@njresources.com</a>
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AND

WHEREAS, the name and address of PJM, changed as listed below:

<b>PJM's Former Address/ Contact Information</b>	<b>PJM's New Address/Contact Information</b>
PJM Interconnection, L.L.C. 955 Jefferson Avenue Valley Forge Corporate Center Norristown, PA 19403-2497	PJM Interconnection, L.L.C. 2750 Monroe Blvd. Audubon, PA 19403 Attn: General Counsel

WHEREAS, Section 2.4 of the WMPA provides that the Service Agreement(s) or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement(s).

WHEREAS, by this written document, the Parties intend to amend the Service Agreement(s) of the Wholesale Market Participant to reflect the changes listed above.

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

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement(s).
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement(s) by replacing the changes listed above.
3. 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 Service Agreement(s) is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment

and the Service Agreement(s) or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first above written. 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 #X1-095)

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

By: *Suzanne Glatz* **Manager, Infrastructure Coordination** *March 25, 2016*  
Name Title **Suzanne Glatz** Date

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

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

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

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

**Wholesale Market Participant: Bernards Solar, LLC**

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

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

and the Service Agreement(s) or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first above written. 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 #X1-095)

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

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

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

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

By: Richard A. Ziegler DIRECTOR - IERC + RTO 3/3/16  
Name Title Date  
TECHNICAL SUPPORT

Printed name of signer: RICHARD A. ZIEGLER

**Wholesale Market Participant: Bernards Solar, LLC**

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

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

and the Service Agreement(s) or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first above written. 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 #X1-095)

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

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

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

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

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

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

**Wholesale Market Participant: Bernards Solar, LLC**

By: Stan Kosierowski \_\_\_\_\_  
Name Title Date 3/4/16

Printed name of signer: Stan Kosierowski

(PJM Queue #X1-095)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**  
**Among**  
**PJM INTERCONNECTION, L.L.C.**  
**And**  
**BERNARDS SOLAR, LLC**  
**And**  
**JERSEY CENTRAL POWER & LIGHT COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And**

**Bernards Solar, LLC**

**And**

**Jersey Central Power & Light Company  
(PJM Queue Position #X1-095)**

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”), Bernards Solar, LLC (“Wholesale Market Participant”) and Jersey Central Power & Light Company, a FirstEnergy Company (“Transmission Owner” or “JCPL”). This WMPA supersedes the Wholesale Market Participation Agreement between PJM Interconnection, L.L.C., Syncarpha EFG I, LLC and Jersey Central Power & Light Company filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER12-2048-000, effective June 6, 2012, and designated as Original Service Agreement No. 3330.

**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  
Attn: General Counsel

Wholesale Market Participant:

Bernards Solar, LLC  
c/o NJR Clean Energy Ventures II Corporation



1415 Wyckoff Road  
Wall, New Jersey 07719  
Attn: Chris Savastano, Managing Director  
Phone: (732) 938-1004  
Fax: (732) 919-8188  
Email: [csavastano@njresources.com](mailto:csavastano@njresources.com)

With copies to:  
NJR Service Corporation  
1415 Wyckoff Road  
Wall, New Jersey 07719  
Attn: Bill Scharfenberg, Assistant General Counsel  
Phone: (732) 938-1134  
Fax: (732) 938-1226  
Email: [wscharfenberg@njresources.com](mailto: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 Agreement  
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 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 3.1.3 Interconnection Agreement.** On or before June 1, 2014, 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 #X1-095)

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

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

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

Wholesale Market Participant: **Bernards Solar, LLC**

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

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

Transmission Owner: **Jersey Central Power & Light Company, a FirstEnergy Company**

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

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

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT  
By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
BERNARDS SOLAR, LLC  
And  
JERSEY CENTRAL POWER & LIGHT  
(PJM Queue Position # X1-095)**

**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:

Bernards Township Solar Farm

b. Location of Participant Facility:

2301 Pine Hill Road in Bernardsville, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 3.0 MW

d. Description of the equipment configuration:

A ground mounted, inverter based, solar photovoltaic generating facility consisting of solar arrays and a 34 kV collector system.

## **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 1.14 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 1.14 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.

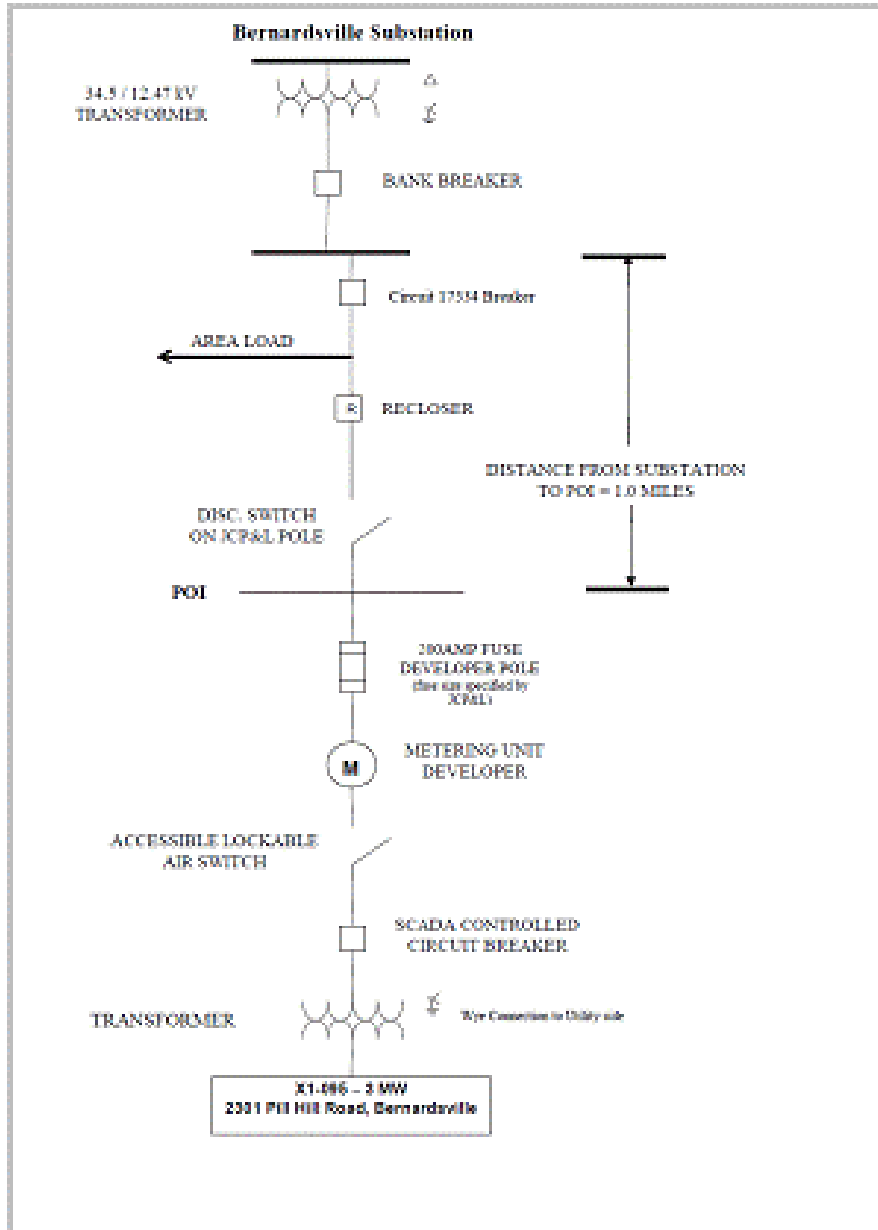
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

1. FirstEnergy "Technical Requirements for the Interconnection of Parallel-Operated Generation to the FirstEnergy Distribution System" which is available at:  
<http://www.pjm.com/planning/design-engineering/to-tech-standards.aspx>.
2. "PJM Transmission and Substation Design Subcommittee Technical Requirements," which are available at:  
<http://www.pjm.com/planning/design-engineering/maac-to-guidelines.aspx>
3. "PJM Relay Philosophy Design Standards," which are available at:  
<http://www.pjm.com/planning/design-engineering.asp>
4. "Wholesale Generation Interconnection Manual" which is available 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**

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.