

**Attachment B**  
**State Agreement Approach Agreement**  
**Rate Schedule FERC No. 49 (Clean Format)**

**AMENDED AND RESTATED**

**STATE AGREEMENT APPROACH AGREEMENT**

**By and Among**

**PJM Interconnection, L.L.C.**

**And**

**New Jersey Board of Public Utilities**

This Amended and Restated State Agreement Approach Agreement (“Agreement”) is entered into by and between PJM Interconnection, L.L.C. (“PJM”), the Regional Transmission Organization for the PJM Region (hereinafter “Transmission Provider” or “PJM”) and the New Jersey Board of Public Utilities (“NJ BPU”), duly authorized to act on behalf of the State of New Jersey (each referred to herein individually as a “Party” and collectively as the “Parties”).

**WITNESSETH**

WHEREAS, this Agreement is entered into in accordance with the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. (“Operating Agreement”), Schedule 6, section 1.5.9;

WHEREAS, the New Jersey Legislature has authorized the NJ BPU as the state governmental entity to conduct one or more competitive solicitations for open access offshore wind transmission facilities pursuant to N.J.S.A. 48:3-87.1(e);

WHEREAS, in furtherance of this authority and the state of New Jersey’s State Public Policy Objectives or Public Policy Requirements (collectively referred to herein as, “Public Policy Goals”), PJM and the NJ BPU entered into the State Agreement Approach Study Agreement among PJM Interconnection, L.L.C. and the New Jersey Board of Public Utilities, Original Service Agreement No. 5980, effective November 18, 2020, and filed with, and accepted by, the Federal Energy Regulatory Commission (“Commission” or “FERC”) in FERC Docket No. ER21-689-000 (“SAA Study Agreement”);

WHEREAS, PJM, as the Transmission Provider of the PJM Region, is responsible for the development of the regional transmission expansion plan (“RTEP”). As such, PJM implemented the terms and conditions associated with the NJ BPU’s request that PJM, through its State Agreement Approach (“SAA”) process, open a competitive proposal window under Operating Agreement, Schedule 6, section 1.5.8(c) to: (i) solicit project proposals to identify system improvements and new offshore facilities to interconnect and provide for the deliverability of up to 7,500 megawatts (“MW”) of offshore wind by 2035 (“SAA Request”); and (ii) evaluate and develop recommendations from the project proposals submitted through the competitive proposal window by proposers for consideration by the NJ BPU and/or its staff in deciding whether to

sponsor one or more projects (each, a “SAA Project(s)”) that address the state of New Jersey’s Public Policy Goals;

WHEREAS, on October 26, 2022, the NJ BPU issued an order in NJ BPU Docket No. QO20100630, in which the NJ BPU selected a SAA Project to sponsor, which SAA Project is comprised of a series of projects to construct on-shore transmission facilities necessary to accommodate the delivery of offshore wind generation to New Jersey customers (“SAA Project Selection Order”);

WHEREAS, on December 2, 2022, FERC issued an order in FERC Docket No. ER22-2690-000 and -001 accepting PJM Open Access Transmission Tariff (“Tariff”), Schedule 12 – Appendix C, section (1), which sets forth the cost allocation methodology for SAA Projects selected by the NJ BPU (“SAA Project Cost Allocation Order”); and

WHEREAS, this Agreement amends Rate Schedule FERC No. 49, which was filed with and accepted by FERC in Docket No. ER22-902-000 by Order dated April 14, 2022, to reflect revisions necessitated by the issuances of the SAA Project Selection Order and the SAA Project Cost Allocation Order.

NOW THEREFORE, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

This Agreement sets forth the manner in which SAA Capability (as defined below) created by a SAA Project(s) will: (i) be allocated to generators that enter PJM’s New Services Queue and are selected by the NJ BPU through its offshore wind solicitations (“OSW Solicitations”) (each such generator an “OSW Generator”); and (ii) thereafter be evaluated by PJM during an OSW Generator’s System Impact Study, in accordance with Tariff, Part VI, in defining such OSW Generator’s Capacity Interconnection Rights (“CIRs”).

This Agreement herein, further details how the SAA Capability will be preserved by PJM for public policy use by the NJ BPU on behalf of New Jersey customers through PJM’s tariffed transmission planning and generation interconnection processes, including granting of rights, if eligible, for any incremental transmission capability created by a SAA Project(s), as provided for under the PJM Tariff, for the benefit of New Jersey’s customers.

This Agreement sets forth the process by which subsequent users (other than OSW Generators or other Public Policy Resources (as defined below)) of any portion of a SAA Project(s) will equitably share in the costs of a SAA Project(s).

## **1.0 Definitions.**

- 1.1** Capitalized terms used and defined in this Agreement shall have the meaning given them under the Agreement. Capitalized terms used and not defined in this Agreement but defined in other provisions of the Tariff, Operating Agreement or Reliability Assurance Agreement (collectively, “Governing Documents”) shall have the meaning given them under those provisions. Capitalized terms used in

this Agreement that are not defined herein or elsewhere in the Governing Documents shall have the meanings customarily attributed to such terms by the electric utility industry operating within PJM.

- 1.2** For the purposes of this Agreement, the term “SAA Capability” shall mean all transmission capability created by a SAA Project(s), including but not limited to the capability to integrate resources injecting energy up to the Maximum Facility Output (“MFO”), capability which may become CIRs through the PJM interconnection process, and any other capability or rights under the PJM Tariff, and consistent with the reliability study criteria applied to the evaluation of a SAA Project(s) as set forth in Paragraph 6 below. For the avoidance of doubt, SAA Capability shall also include any incremental transmission capability that is created by a SAA Project(s) and is determined to provide Incremental Auction Revenue Rights (“IARRs”) or Incremental Capacity Transfer Rights (“ICTRs”) associated with Incremental Rights-Eligible Required Transmission Enhancements, pursuant to Tariff, Schedule 12-A.
- 2.0 Offshore Wind Solicitation Schedule.** The NJ BPU’s current offshore wind solicitation schedule (“Solicitation Schedule”) is set forth in Appendix A to this Agreement. The NJ BPU will use due diligence to assign SAA Capability to OSW Generators selected by the NJ BPU under the Solicitation Schedule. The NJ BPU may propose changes to the Solicitation Schedule or select other types of resources to facilitate New Jersey’s Public Policy Goals (such resources, “Public Policy Resources”), in addition to (or in combination with) OSW Generators, pursuant to the processes set forth below. Any assignment of SAA Capability must be consistent with PJM’s tariffed generation processes for such other resource.
- 3.0 Description of a SAA Project Selected by the NJ BPU.** Appendix C to this Agreement includes project-specific information about each component of the SAA Project selected by the NJ BPU in the SAA Project Selection Order.
- 4.0 PJM’s Obligations and Milestones.**

  - 4.1 Notifying the Entity Designated to Construct, Own, Operate and Maintain a SAA Project.** Following the NJ BPU’s notification to PJM of its decision to select and sponsor a SAA Project(s) and commit New Jersey customers to be responsible for the allocation of all costs related to such SAA Project(s), PJM will follow its processes set forth in Operating Agreement, Schedule 6, sections 1.5.8 and 1.5.9 specific to the selection and notification of the entity or entities (incumbent transmission owner or non-incumbent transmission developer) to be designated to construct, own, operate and maintain the NJ BPU-selected SAA Project(s) (“SAA Designated Entity”).
  - 4.2 Tracking Construction of a SAA Project.** PJM will track the SAA Designated Entity’s construction progress with respect to a SAA Project consistent with the Development Schedule and associated construction milestones detailed in a

Designated Entity Agreement, and PJM Manual 14C. PJM will provide construction progress reports to the NJ BPU on a quarterly basis.

#### **4.3 Interconnection Study Process for OSW Generators Selected by the NJ BPU through the OSW Solicitation.**

- (a) Upon the NJ BPU's selection of an OSW Generator, the OSW Generator must notify and present to PJM documentation provided to the OSW Generator by the NJ BPU informing PJM of the amount and type of SAA Capability that the NJ BPU proposes be assigned to the OSW Generator at one or several points of injection associated with a SAA Project(s) ("OSW Generator Notification"). Such OSW Generator Notification must be received on or before the date the Interconnection Customer executes the System Impact Study Agreement associated with its Generation Interconnection Request.
- (b) PJM will commence the OSW Generator's respective System Impact Study utilizing the SAA Capability assigned to the OSW Generator through the OSW Solicitation, consistent with Paragraph 6.2 below, and any existing system capability (headroom) associated with the OSW Generator's Queue Position.
- (c) Following the completion of the System Impact Study for the selected OSW Generator, PJM will notify the NJ BPU of the actual amount of SAA Capability that will remain for future assignments by the NJ BPU ("SAA Capability Pool").
- (d) Each OSW Generator must proceed through the PJM interconnection study process and execute an Interconnection Service Agreement to be awarded CIRs.
- (e) Should an OSW Generator fail to execute an Interconnection Service Agreement, withdraw prior to achieving commercial operation, or have its assignment of SAA Capability rescinded prior to execution of an Interconnection Service Agreement, PJM shall terminate the OSW Generator's Interconnection Request and revise the amount of SAA Capability in the SAA Capability Pool to include such rescinded amount, subject to the terms contained in Paragraph 6.2 below.

#### **5.0 NJ BPU's Obligations and Milestones.**

- 5.1 NJ BPU Must Notify PJM of the NJ BPU's Decision to Sponsor a SAA Project(s).** Following PJM's evaluation of the project proposals submitted through the proposal window, and subsequent project recommendations submitted to the NJ BPU and/or its staff for consideration in deciding whether or not to sponsor a SAA Project(s), the NJ BPU must notify PJM whether it wishes to

sponsor a SAA Project(s) and, if so, which SAA Project(s) it will commit New Jersey customers to be responsible for the allocation of costs associated with a SAA Project(s).

- 5.2 NJ BPU OSW Generation Solicitations.** NJ BPU will use reasonable efforts to conduct its future OSW Solicitations (Nos. 3 through 5) pursuant to the Solicitation Schedule set forth in Appendix A, and to thereafter select and designate OSW Generators for an assignment of SAA Capability, provided that the NJ BPU may propose changes to (i) the Solicitation Schedule set forth in Appendix A as provided for in Paragraph 10, or (ii) add other types of Public Policy Resources as provided for in Paragraph 6.2(e), of this Agreement. Any assignment of such SAA Capability to other types of Public Policy Resources shall be evaluated by PJM consistent with the provisions of this Agreement and PJM's tariffed generation interconnection processes for such other resources.
- 5.3 NJ BPU Notification to Selected OSW Generators.** Following the NJ BPU's election to assign SAA Capability to an OSW Generator, the NJ BPU shall provide written notification to the selected OSW Generator of the type and amount of SAA Capability to be assigned to the OSW Generator ("NJ BPU Notification"). The NJ BPU Notification shall advise the OSW Generator of its responsibility to submit an OSW Generator Notification to PJM prior to commencement by PJM of the OSW Generator's System Impact Study.
- 5.4 Cost Allocation.** Costs of the SAA Project shall be assigned consistent with the methodology set forth in Tariff, Schedule 12 – Appendix C as accepted by FERC in the SAA Project Cost Allocation Order.

## **6.0 Rights Associated with a SAA Project.**

- 6.1 Priority Reservation of SAA Capability Initially Assigned to OSW Generators.** The NJ BPU shall have the right to assign the SAA Capability created by a SAA Project(s) to OSW Generators and NJ BPU-selected Public Policy Resources that enter PJM's New Services Queue and are selected by NJ BPU to serve customers in New Jersey and effectuate New Jersey's Public Policy Goals. The initial assignment of SAA Capability to a specific OSW Generator(s) and NJ BPU-selected Public Policy Resources will be conducted pursuant to Paragraph 6.2(d)(i). The NJ BPU shall have and maintain priority rights to assign SAA Capability created by a SAA Project(s) to OSW Generators and NJ BPU-selected Public Policy Resources, subject to Paragraphs 5.2, 6.2(d)(i), 6.2(e), 6.2(f) and 10 of this Agreement. Any SAA Capability that is not allocated in conformance with such provisions may be made available by PJM to entities other than OSW Generators and NJ BPU-selected Public Policy Resources, consistent with Paragraphs 6.2(g) and 10 herein.

## 6.2 Award of SAA Capability, including CIRs.

- (a) **Points of Injection.** The completion of all Transmission System upgrades and new facilities associated with a SAA Project(s) will create additional SAA Capability on the PJM onshore and offshore Transmission System to facilitate the injection and delivery of energy and other services by OSW Generators consistent with New Jersey's Public Policy Goals. Upon the selection by the NJ BPU of one or more SAA Project(s), PJM shall promptly notify NJ BPU of amount and type of SAA Capability that is associated with such SAA Project(s), and which thereafter can be assigned to OSW Generators. The points and amounts of injection associated with the SAA Project are set forth in Appendix D to this Agreement.
- (b) **Deliverability.** OSW Generators assigned SAA Capability will not be guaranteed full deliverability (or an award of CIRs by PJM) until the completion of the applicable SAA Project(s) (and, if appropriate, any additional Network Upgrades that are required by the OSW Generator's Interconnection Service Agreement, as well as demonstration of Initial Commercial Operation consistent with Appendix 2, section 1.2 of the OSW Generator's Interconnection Service Agreement).
- (c) **SAA Study Assumptions.** The SAA Capability will be based, modeled and reserved in a manner (i) consistent with PJM's reliability criteria, study assumptions, and modeling processes for offshore wind turbines as detailed in PJM Manuals, and (ii) as described and identified in any subsequent FERC filings, as well as in Appendix B herein (PJM RTEP - 2021 NJ Offshore Wind SAA Transmission Proposal Window Overview – Appendix: Reliability Analysis to Support 2021 NJ Offshore Wind SAA Transmission Proposal Window) to the PJM RTEP – 2021 NJ Offshore Wind SAA Transmission Proposal Overview Document.
- (d) **Granting of SAA Capability to an OSW Generator.**
  - (i) SAA Capability shall be assigned initially by the NJ BPU to an OSW Generator or NJ BPU-selected Public Policy Resource no later than two (2) years from the actual Solicitation Award Date under a NJ BPU OSW Solicitation, provided that such OSW Generator and or NJ BPU-selected Public Policy Resource shall have a position in the PJM New Service Queue at the time of such assignment. SAA Capability assigned to OSW Generators and NJ BPU-selected Public Policy Resources will be included in such entity's System Impact Study conducted by PJM consistent with Paragraph 4.3 of this Agreement. All SAA Capability must initially be assigned by the NJ BPU to OSW Generators and NJ BPU-selected Public Policy Resources no later than two (2) years

from the last Solicitation Award Date set forth in the Solicitation Schedule in Appendix A herein, subject to Paragraphs 5.2 and 10 of this Agreement. Any SAA Capability not assigned within such timeframe by the NJ BPU to OSW Generators and other NJ BPU-selected Public Policy Resources shall be released for use by entities other than OSW Generators and NJ BPU-selected Public Policy Resources, subject to the cost sharing provisions set forth in Paragraph 6.2(g) below.

- (ii) The amount of CIRs (expressed in MW) granted by PJM to an OSW Generator will: (1) be based on the type and amount of SAA Capability assigned by the NJ BPU to the OSW Generator; (2) be determined by PJM using (a) the applicable RTEP base case used to study the individual Interconnection Requests along with the stated points and amounts of injection for any approved SAA Project(s), as verified by PJM, (b) the SAA Study Assumptions set forth in Paragraph 6.2(c) above; and (c) the actual point of interconnection proposed by the OSW Generator in its System Impact Study; and (3) take into account any existing system headroom associated with the OSW Generator's Queue Position.
- (e) Project Eligibility for Assignment of SAA Capability. Should New Jersey choose to assign some or all SAA Capability created by a SAA Project(s) to Public Policy Resources other than OSW Generators, NJ BPU will notify PJM of the Public Policy Resource(s) to which NJ BPU proposes to assign such SAA Capability. Any assignment of such SAA Capability to other types of Public Policy Resources shall be evaluated by PJM consistent with the provisions of this Agreement, PJM's tariffed generation interconnection processes for such other resources, and PJM Manuals, including but not limited to PJM Manual 14G, section 4.4.
- (f) Reassignment of SAA Capability. In the event an OSW Generator's or other Public Policy Resource's Queue Position is terminated or withdrawn prior to the achievement of commercial operation, all SAA Capability assigned to such OSW Generator or other Public Policy Resource shall revert back to the SAA Capability Pool and be available for further assignment by NJ BPU for a period of two (2) years from the date on which the OSW Generator or NJ BPU-selected Public Policy Resource submits its notice of withdrawal or termination, but no later than eight (8) years from the last Solicitation Award Date, subject to Paragraphs 5.2 and 10 of this Agreement.
- (g) Use of SAA Project(s) by Entities Other than OSW Generators or other NJ BPU-Selected Public Policy Resources. The SAA Project(s) shall be controlled by PJM and subject to PJM's open access policies consistent with this Agreement; provided, however, that for a period from the date on



which the PJM Board of Managers approves a SAA Project(s) for inclusion in the RTEP through twenty (20) years from the last Solicitation Award Date, subject to Paragraphs 5.2 and 10 of this Agreement, PJM shall allocate to any future user of a SAA Project(s) (other than an OSW Generator or NJ BPU-Selected Public Policy Resource) a *pro rata* share of the total costs of a SAA Project(s) that are attributable to those portions of any Transmission Facilities that extend the existing PJM Transmission System, such as offshore Transmission Facilities or onshore Transmission Facilities that transmit power generated offshore to any point of injection identified in Paragraph 6.2(a) above (as may be modified). Such future users may include, but shall not be limited to, the developer or any user of any offshore wind transmission “backbone” or “network” that extends a SAA Project(s) to additional states, neighboring regions or ISO/RTOs, use by hydrokinetic, offshore wind, other generators not selected by the NJ BPU as Public Policy Resources, or any other comparable user of the transmission that would interconnect to facilities that would not exist in the absence of the SAA Project(s). The specific process for allocating such costs to future users shall be memorialized in a future filing with the FERC.

## **7.0 Modification or Termination of a SAA Project(s).**

**7.1 Project Modification.** PJM may modify a SAA Project with concurrence from the NJ BPU in the event such modifications result in a more efficient or cost effective solution to meet New Jersey’s Public Policy Goals.

**7.2 Project Cancellation.** PJM may cancel a SAA Project(s) or any transmission upgrades associated with a SAA Project(s), with concurrence from the NJ BPU, in the event PJM determines the transmission upgrade(s) is no longer needed to resolve identified system needs or New Jersey’s Public Policy Goals.

**7.3 Project Infeasibility.** In the event PJM reasonably determines that a SAA Project(s) is infeasible (e.g., due to permitting, siting, or other conditions), PJM will advise NJ BPU of the reasons why PJM has determined a SAA Project(s) is infeasible and of PJM’s decision to terminate such SAA Project(s) or, in the alternative, provide other options available to NJ BPU to achieve New Jersey’s Public Policy Goals.

**7.4** Nothing in this Paragraph 7 is intended to supersede or alter the terms of the Operating Agreement, Schedule 6, section 1.5.8 (k).

**8.0 Effective Date.** This Agreement shall be effective as of April 15, 2022, subject to acceptance by FERC, or on such other date as specified by the FERC (“Effective Date”).

## **9.0 Modification or Termination of this Agreement.**

**9.1 Modification of the SAA Agreement.** The Parties may mutually agree to modify, amend or supplement this Agreement by a written instrument duly executed by the Parties. An amendment to the Agreement shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.

**9.2 Termination of the SAA Agreement.**

- (a) Mutual Consent. This Agreement may be terminated as of the date on which the Parties mutually agree to terminate this Agreement.
- (b) In the event the SAA Study Agreement is terminated because either Party fails to satisfy a milestone date set forth in Schedule C of the SAA Study Agreement and fails to cure such breach/default as provided for under the SAA Study Agreement, this Agreement shall terminate, and NJ BPU shall withdraw its SAA Request within 45 days of the State Agreement Approach Study Agreement's termination date.
- (c) NJ BPU may unilaterally terminate this Agreement upon providing PJM no less than 45 days prior written notice. Upon approval by the PJM Board of Managers and inclusion of a SAA Project in the RTEP, construction costs incurred at the time of termination may be subject to cost recovery from New Jersey customers pursuant to the terms of a FERC-accepted filed rate. Consistent with the PJM Tariff, the NJ BPU shall be responsible for additional RTEP upgrades based on subsequent projects in the New Services Queue that are reliant on a SAA Project(s).
- (d) FERC Approval. Notwithstanding any other provision of this Agreement, no termination hereunder shall become effective until PJM and/or the NJ BPU have complied with all laws and regulations applicable to such termination, including the filing with the FERC of a notice of termination of this Agreement and acceptance of such notice for filing by the FERC.
- (e) Notwithstanding the foregoing, in the event that this Agreement is terminated subsequent to the construction of a SAA Project(s) and the creation of SAA Capability, the provisions of this Agreement shall survive and continue in full force and effect after termination to the extent necessary with respect to such existing SAA Projects and existing SAA Capability.

**10.0 Solicitation Schedule Delays.** In the event the Solicitation Schedule included herein as Appendix A is modified or delayed, NJ BPU shall promptly notify PJM, provide an explanation for the schedule change, and submit a proposed Solicitation Schedule that will complete the solicitations within a reasonable time period. Such modifications or delays must be agreed to by PJM, which approval may not be unreasonably withheld. In the event PJM determines that the revised Solicitation Schedule materially deviates from

the Solicitation Schedule set forth in Appendix A in a manner that may adversely impact the New Services Queue, PJM and NJ BPU shall meet to agree upon a solution. If the Parties cannot reach such a solution, they may seek to utilize dispute resolution processes pursuant to PJM Governing Documents or FERC's dispute resolution service processes. In the event the Parties are unable to reach agreement, PJM reserves the right to promptly seek approval from FERC pursuant to FPA section 205 to release the remaining SAA Capability, subject to the provisions of Paragraph 6.2(g) herein.

- 11.0 Conflicts with PJM Governing Documents.** In the event of any conflicts or inconsistencies between the terms and conditions of this Agreement and any terms or conditions set forth in the PJM Tariff or Operating Agreement, the terms and conditions set forth in the PJM Tariff and Operating Agreement shall control.
- 12.0 Notice.** Any notice, demand, or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered, or delivered by a recognized national courier or by depositing the same with the United States Postal Service, with postage prepaid for delivery by certified or registered mail addressed to the Party, or by personal delivery to the Party, at the address specified below. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

**Transmission Provider**

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**NJ BPU**

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Chief Counsel  
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- 13.0 No Waiver.** No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 14.0 Assignment of SAA Agreement.** This Agreement may not be assigned without the express written consent of PJM, which consent may be withheld in its sole discretion.

- 15.0 Incorporation of PJM Tariff and Operating Agreement.** All portions of the Tariff and Operating Agreement, as they may be amended from time to time, pertinent to the subject matter of this Agreement and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.
- 16.0 Breach.**
- 16.1 Notice of Breach.** A Party not in breach shall give written notice of an event of breach to the breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach.
- 16.2 Cure of Breach or Termination Pursuant to Breach.** The breaching Party may reach agreement with the Party not in breach to timely cure the breach within thirty (30) days from the receipt of such written notice of breach. In the event the Parties are unable to agree on a timely cure period, the Party not in breach reserves the right to promptly seek remedy from FERC.
- 17.0 Governing Law, Regulatory Authority and Rules.** The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the FPA and federal law, and where not in conflict with federal law, the laws of the State of Delaware. The FERC is the exclusive forum for actions arising out of or relating to this Agreement.
- 18.0 No Third-Party Beneficiaries.** Except as otherwise provided herein, this Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties.
- 19.0 Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.
- 20.0 No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 21.0 Severability.** If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore

insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

**22.0 Reservation of Rights.** Nothing in this Agreement shall be construed as affecting or limiting in any way the rights of any Party under FPA sections 205 or 206 and the FERC's rules and regulations.



## Appendix C

### Description of SAA Project Selected by the NJBPU

RTEP project b3737, including all associated sub-projects, by multiple designated entities, represents the SAA project selected by the NJBPU. Details of the RTEP project b3737 are provided in the following tables.

Designated Entity: FirstEnergy (JCP&L)					
PJM Baseline Upgrade ID	Description of Projects	Scopes of Work	Required Ratings Summer Normal/ Summer Emerg/ Winter Normal/ Winter Emerg (MVA)	Cost Estimate (\$M)	Required In- Service Date
<b>b3737.1</b>	Larrabee Substation - Reconfigure substation	Reconfigure Larrabee substation to include new 230 kV Circuit Breaker: Install (1) 230kV circuit breakers Install (2) 230kV breaker disconnect switches Install (1) lot of bus, fittings, insulators, and bus supports Relay & Control Modify relay settings for 230kV southwest bus diff Modify relay settings for 230kV northeast bus diff Modify relay settings for 230kV K2011 line to Lakewood Install (1) breaker control panel	N/A	\$4.24	6/1/2029
<b>b3737.2</b>	Larrabee substation: 230 kV equipment for direct connection	Install (1) 230kV circuit breakers, (2) 230kV breaker disconnect switches, (1) 230kV motor operated line disconnect switch, (1) 230kV H frame dead end structure, (3) 230kV CVTs for generator line terminal, (3) 230kV surge arresters, (1) pre-fabricated line relaying panel for the generator line terminal, and (1) breaker control panels	N/A	\$4.77	6/1/2029

<b>b3737.3</b>	Lakewood Gen Substation - Update relay settings	Lakewood Gen Substation - Modify relay settings on the K2011 Larrabee line	N/A	\$0.03	6/1/2029
<b>b3737.4</b>	B54 Larrabee-South Lockwood 34.5 kV Line Transfer	B54 Larrabee-South Lockwood 34.5kV Line Transfer: Remove (1) 34.5kV single circuit wood monopole tangent structure and (3) 34.5kV post insulators, and transfer the existing conductor and shield wire onto a newly built 85' 230kV deadend monopole structure	N/A	\$0.31	6/1/2029
<b>b3737.5</b>	Larrabee Collector Station-Larrabee 230 kV New Line	Install (1) new 230kV line from Larrabee Collector Station to the Larrabee Substation. Project involves building a new 230kV line from the Larrabee Collector Station to the Larrabee Substation as a single circuit line on self-supporting steel structures with drilled shaft foundations. New line is expected to cross under a new Larrabee Collector Station-Smithburg 500kV line and over multiple 34.5kV lines east of the existing Larrabee Substation. Conductor will be double bundled 2312 kcmil 76/19 ACSR "Thrasher" with SFPOC SFSJ-J-6641 48 Fiber OPGW - 0.3 Circuit Miles	1418/1739/1610/2062	\$7.52	6/1/2029



<b>b3737.6</b>	Larrabee Collector Station-Smithburg No. 1 500 kV line (new asset). New 500 kV line will be built double circuit to accommodate a 500 kV line and a 230 kV line.	New Larrabee Collector Station-Smithburg No. 1 500 kV line to be built double circuit to accommodate a 500 kV line and a 230 kV line. Assuming the line will parallel existing lattice towers for the D2004/H2008 lines, the following double circuit 500kV/230kV steel monopoles on drilled shaft foundations will be required: (56) Steel Tangents Single circuit 500kV steel structures on drilled shaft foundations: (15) Steel Monopole Deadends, (3) Steel 2-pole H-frame Deadend crossing structures. Conductor will be Double Bundled 2493 kcmil 54/37 ACAR – 12.2 Circuit Miles	3678/4541/4262/5503	\$150.35	12/31/2027
<b>b3737.7</b>	Rebuild G1021 Atlantic-Smithburg 230 kV line between the Larrabee and Smithburg substations as a double circuit 500kV/230kV line	Project involves rebuilding the G1021 Atlantic-Smithburg 230kV line between the Larrabee and Smithburg Substations as a double circuit 500kV/230kV line on self-supporting steel monopole structures with drilled shaft foundations. Conductor will be 1590 kcmil 45/7 ACSR "Lapwing"– 12.2 Circuit Miles	709/869/805/1031	\$62.85	12/31/2027
<b>b3737.8</b>	Smithburg substation 500 kV expansion to 4 breaker ring	Rebuild the Smithburg 500 kV and 230 KV Substations. Remove 500kV GIS yard and rebuild as an open air 4 breaker ring bus for Offshore Wind Generation Interconnection. Remove 230kV GIS yard and rebuild as an open air yard. Remove 34.5kV yard and rebuild in new location.	N/A	\$68.25	12/31/2027

<b>b3737.9</b>	Larrabee Substation upgrades	At Larrabee Substation, rewire 230kV breakers B96 and B93 CT wiring and associated CCVTs from Oceanview line relaying to R-1032 Atlantic line relaying. Rewire 230kV breakers B60 and B63 CT wiring and associated CCVTs from R-1032 Atlantic line relaying to Oceanview line relaying Relay setting changes for 230kV Oceanview and R-1032 Atlantic lines	N/A	\$0.86	6/1/2030
<b>b3737.10</b>	Atlantic 230 kV Substation - Convert to Double-Breaker Double-Bus	Convert Atlantic 230 kV substation to a double-breaker double-bus configuration and install a new 230 kV line terminal & substation exit for the interconnection of 1200 MW of wind generation.	N/A	\$31.47	6/1/2030
<b>b3737.11</b>	Freneau Substation - Update relay settings on the Atlantic 230 kV line	At Freneau Substation, modify relay settings on the Atlantic 230 kV Line.	N/A	\$0.03	6/1/2030
<b>b3737.12</b>	Smithburg Substation - Update relay settings on the Atlantic 230 kV line	At Smithburg Substation, modify relay settings on the Atlantic 230 kV Line.	N/A	\$0.03	6/1/2030
<b>b3737.13</b>	Oceanview Substation - Update relay settings on the Atlantic 230 kV lines	At Oceanview Substation, modify relay settings on the Atlantic 230 kV lines.	N/A	\$0.04	6/1/2030
<b>b3737.14</b>	Red Bank Substation - Update relay settings on the Atlantic 230 kV lines	At Red Bank Substation, modify relay settings on the Atlantic 230 kV lines.	N/A	\$0.04	6/1/2030

<b>b3737.15</b>	South River Substation - Update relay settings on the Atlantic 230 kV line	At South River Substation, modify relay settings on the Atlantic 230 kV Line.	N/A	\$0.03	6/1/2030
<b>b3737.16</b>	Larrabee Substation - Update relay settings on the Atlantic 230 kV line	At Larrabee Substation, modify relay settings on the Atlantic 230 kV Line.	N/A	\$0.03	6/1/2030
<b>b3737.17</b>	Atlantic Substation - Construct a new 230 kV line terminal position to accept the generator lead line from the offshore wind Larrabee Collector Station	Construct a new 230 kV line terminal position to accept the generator lead line from the offshore wind converter substation. Install (2) 230kV circuit breakers, (4) 230kV disconnect switches, (1) 230kV line disconnect switch, (3) 230kV surge arresters, (3) 230kV CVTs, (1) 230kV dead end structure, (1) lot bus, insulators, steel supports, fittings, and conductor. Install (1) prewired relaying panels for OSW Generator 1. Install (2) prewired breaker control panel.	N/A	\$4.95	6/1/2030

<b>b3737.18</b>	G1021 (Atlantic-Smithburg) 230 kV upgrade	<p>Project involves relocating the circuit to a new bay position to be installed south of the existing bay at Atlantic Substation. Additionally, the project includes modifying existing tubular steel monopole structures in the 7.9 miles south of Atlantic Substation to support the G1021 (Atlantic-Smithburg) 230kV circuit on the west side of the structures.</p> <p>Tangent structures will need to have new braced post insulator assemblies installed (two on the west side of the structure in the middle and bottom phase positions. Angle/Deadend structures will need to have arms installed in the middle and bottom phase positions along with insulator assemblies. New 1590 kcmil 45/7 ACSR conductor pulled in for these two phases.</p>	1356/1626/1610/1858	\$9.68	6/1/2030
<b>b3737.19</b>	R1032 (Atlantic-Larrabee) 230 kV upgrade	<p>Project includes modifying existing steel pole structures currently supporting the G1021 (Atlantic-Smithburg) 230kV circuit to accommodate new conductor for the R1032 (Atlantic-Larrabee) 230kV circuit on the east side of the steel pole structures for approximately 7.9 miles to Structure 15179.</p> <p>Tangent structures will need to have new braced post insulator assemblies installed in the bottom phase position on the west side of the structures. Angle/Deadend structures will need to have arms installed in the bottom phase positions along with insulator assemblies. The existing 1590 kcmil 45/7 ACSR conductor currently installed in the upper and middle phase positions for the G1021 (Atlantic-Smithburg) 230kV circuit will need to be replaced with new 1590 kcmil 42/19</p>	1104/1273/1106/1390	\$14.50	6/1/2030

		ACSS/TW/HS285 wire. New 1590 kcmil 42/19 ACSS/TW/HS285 wire will be installed for the bottom phase on the east side as well.			
<b>b3737.20</b>	New Larrabee Collector Station-Atlantic 230 kV line	Description of Work Project involves adding a 230kV circuit between Atlantic Substation and new Larrabee Collector Station. The new line will be conducted with bundled 636 ACSS 26/7 "Grosbeak" on the east side of the existing structures starting at Structure 15207 located just outside of Larrabee Substation and will continue north to Atlantic Substation, approximately 11.6 miles.	1260/1447/1259/1523	\$17.07	6/1/2030
<b>b3737.21</b>	Larrabee-Oceanview 230 kV line upgrade	Project involves modifying structures in the first 3.7 miles north of Larrabee substation so that the Larrabee-Oceanview circuit can be supported on the west side of the eastern 230kV steel poles. A new braced post insulator assembly will be installed for the bottom phase on the west side of the tangent structures and new deadend assemblies will be installed on the angle/deadend structures between Structure 15207 and Structure 63. New 1590 kcmil 42/19 ACSS/TW/HS285 conductor will be strung in this bottom phase position, which will match the existing conductor that is currently used for the R1032 (Atlantic-Larrabee) 230kV circuit.	1104/1273/1106/1339	\$6.00	6/1/2030
<b>b3737.27</b>	Rebuild approximately 0.8 miles of the D1018 (Clarksville-Lawrence 230 kV) line between Lawrence	Rebuild approximately 0.8 miles of the D1018 (Clarksville-Lawrence) 230kV Line between Lawrence Substation (PSEG) and Structure #63 with double bundled 1590 kcmil 45/7 ACSR "Lapwing".	1140/1387/1342/1495	\$11.45	6/1/2029

	substation (PSEG) and structure No. 63				
<b>b3737.28</b>	Reconductor Kilmer I-Lake Nelson I 230 kV	Reconductor the Lake Nelson-Kilmer Line Section of the Lake Nelson Raritan River No. 1 230kV Line with 1590 ACSS 54/19, 2 Circuit Miles	1136/1311/1139/1379	\$4.42	6/1/2029
<b>b3737.29</b>	Convert the six-wired East Windsor-Smithburg E2005 230 kV line (9.0 mi.) to two circuits. One a 500 kV line and the other a 230 kV line	Project includes the following scope: Rebuild six-wired East Windsor-Smithburg E2005 230 kV to double circuit East Windsor-Smithburg 500kV (Double Bundled 2493 kcmil 54/37 ACAR, and East Windsor-Smithburg 230kV Line (Double Bundled 1590 kcmil 45/7 ACSR "Lapwing"), 9.15 Circuit Miles. East Windsor and Smithburg Substation Upgrades T5020 Smithburg-Deans 500kV relocation to new bay position at Smithburg Convert 1050 feet of K137 Windsor-Twin Rivers-Wyckoff Street 34.5kV, X752 Jerseyville-Smithburg 34.5kV, B158 Gravel Hill Smithburg 34.5kV overhead lines to underground to accommodate East Windsor-Smithburg DCT 500/230 kV line.	3678/4541/4262/5503	\$206.48	6/1/2029
<b>b3737.30</b>	Add third Smithburg 500/230 kV transformer	At Smithburg, Install 500 kV breaker position for new transformer Install a new 500/230 kV transformer. Add a new string on the 230 kV breaker-and-a-half station at Smithburg Substation for a position for the new 500/230 kV transformer	1034/1287/1036/1451	\$13.40	12/31/2027

<b>b3737.31</b>	Additional reconductoring required for Lake Nelson 1 – Middlesex 230 kV	Additional reconductoring required for Lake Nelson 1 – Middlesex 230 kV to achieve 1114/1285/1116/1352 SN/SE/WN/WE MVA Ratings	1114/1285/1116/1352	\$3.30	6/1/2029
<b>b3737.32</b>	Rebuild D2004 Larrabee-Smithburg No1 230kV	Project involves rebuilding the D2004 Larrabee-Smithburg No1 230kV line between the Larrabee and Smithburg Substations as a double circuit 500kV/230kV line on self-supporting steel monopole structures with drilled shaft foundations. The rebuilt structures will parallel the other 500kV/230kV line. Entire length of the line is to be rebuilt. Conductor will be 1590 kcmil 45/7 ACSR “Lapwing”– 12.2 Circuit Miles	709/869/805/1031	\$44.77	12/31/2027
<b>b3737.33</b>	Reconductor Red Oak A – Raritan River 230 kV	Reconductor Red Oak A – Raritan River 230 kV to achieve 1156/1334/1158/1403 SN/SE/WN/WE MVA Ratings	1156/1334/1158/1403	\$11.05	6/1/2029
<b>b3737.34</b>	Reconductor Red Oak B – Raritan River 230 kV	Reconductor Red Oak B – Raritan River 230 kV to achieve 1156/1334/1158/1403 SN/SE/WN/WE MVA Ratings	1156/1334/1158/1403	\$3.90	6/1/2029
<b>b3737.35</b>	Reconductor small section of Raritan River - Kilmer I 230 kV	Reconductor small section of Raritan River - Kilmer I 230 kV to achieve 1156/1334/1158/1403 SN/SE/WN/WE MVA Ratings	1156/1334/1158/1403	\$0.20	6/1/2029
<b>b3737.36</b>	Replace substation conductor at Kilmer & reconductor Raritan River – Kilmer W 230 kV	Replace substation conductor at Kilmer & reconductor Raritan River – Kilmer W 230 kV to achieve 1156/1334/1158/1403 SN/SE/WN/WE MVA Ratings	1156/1334/1158/1403	\$25.88	6/1/2029

<b>b3737.40</b>	Windsor to Clarksville subproject: Create a paired conductor path between Clarksville 230 kV and JCPL Windsor Switch 230 kV.	Create a paired conductor path between Clarksville 230 kV and JCPL Windsor Switch 230 kV. Wreck and rebuild one suspension tower outside Clarksville Station to carry the new twin bundle conductor spans into the station A-Frame. Wreck and rebuild (if required) an existing structure outside of Windsor to carry the new twin bundle conductor span (Double Bundled 1590 kcmil 45/7 ACSR "Lapwing"), 1.3 Circuit Miles	1356/1626/1610/1858	\$4.28	6/1/2029
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<b>Designated Entity: Mid-Atlantic Offshore Development (MAOD)</b>					
<b>PJM Baseline Upgrade ID</b>	<b>Description of Projects</b>	<b>Scopes of Work</b>	<b>Required Ratings Summer Normal/ Summer Emerg/ Winter Normal/ Winter Emerg (MVA)</b>	<b>Cost Estimate (\$M)</b>	<b>Required In-Service Date</b>
<b>b3737.22</b>	Construct the Larrabee Collector Station (LCS) AC switchyard, procure land adjacent to the AC switchyard, and prepare the site for construction of future AC to DC converters for future interconnection of DC circuits from offshore wind generation.	Construct the Larrabee Collector station AC switchyard, composed of a 230 kV 3 x breaker and a half substation with a nominal current rating of 4000 A, and four single phase 500/230 kV 450 MVA autotransformers to step up the voltage for connection to the Smithburg substation.  Procure land adjacent to the AC switchyard, and prepare the site for construction of future AC to DC converters for future interconnection of DC circuits from offshore wind generation. Land should be suitable to accommodate installation of four individual converters to accommodate circuits with equivalent rating of 1400 MVA at 400 kV.	N/A	\$121.1	12/31/2027



Designated Entity: Transource

PJM Baseline Upgrade ID	Description of Projects	Scopes of Work	Required Ratings Summer Normal/ Summer Emerg/ Winter Normal/ Winter Emerg (MVA)	Cost Estimate (\$M)	Required In-Service Date
<b>b3737.47</b>	Build a new greenfield North Delta station with two 500/230 kV 1500 MVA transformers and nine 63 kA breakers (four high side and five low side breakers in ring bus configuration).	"Build a new greenfield North Delta station with two 500/230 kV 1500 MVA transformers. Nine 63 kA breakers (four high side and five low side breakers in ring bus configuration): 4 – 4000A 500kV 63kA Breakers with associated switches 5 – 5000A 230kV 63KA Breakers with associated switches 6 – 500kV CCVT's on the Incoming Peach Bottom and Delta Power Plant Lines. 9 – 230kV CCVT's on the Tie-Lines – (Cooper, Graceton # 1, Graceton # 2) 1 - Drop In Control Module (DICM)"	North Delta 500/230 kV Transformers: 1500/1875/1875/2025	\$76.27	6/1/2029

Designated Entity: Exelon (AEC)

PJM Baseline Upgrade ID	Description of Projects	Scopes of Work	Required Ratings Summer Normal/ Summer Emerg/ Winter Normal/ Winter Emerg (MVA)	Cost Estimate (\$M)	Required In-Service Date
<b>b3737.23</b>	Rebuild the underground portion of Richmond-Waneeta 230 kV.	Increase the ratings of the Richmond-Waneeta 230 kV line by rebuilding the underground portion of the line. The length of the line that will be rebuilt is 0.95 miles. Adequate space exists for installation of new duct banks. New conductor will be 5000 kcmil XLPE.	1098/1247/1150/1299	\$16.00	6/1/2029

<b>b3737.24</b>	Upgrade Cardiff-Lewis #2 138 kV by replacing 1590 kcmil strand bus inside Lewis substation.	Upgrade summer ratings of the Cardiff-Lewis #2 138 kV line by replacing 1590 kcmil strand bus inside Lewis substation.	377/478/451/478	\$0.10	4/30/2028
<b>b3737.25</b>	Upgrade Lewis No. 2-Lewis No. 1 138 kV by replacing its bus tie with 2000 A circuit breaker.	Upgrade summer ratings of the Lewis No. 2-Lewis No. 1 138 kV line by replacing its bus tie with 2000 A circuit breaker.	478/478/478/478	\$0.50	4/30/2028
<b>b3737.26</b>	Upgrade Cardiff-New Freedom 230 kV by modifying existing relay setting to increase relay limit.	Upgrade Cardiff-New Freedom 230 kV line by modifying existing relay setting to increase relay limit.	650/804/748/906	\$0.30	4/30/2028

**Designated Entity: Exelon (BGE)**

<b>PJM Baseline Upgrade ID</b>	<b>Description of Projects</b>	<b>Scopes of Work</b>	<b>Required Ratings Summer Normal/ Summer Emerg/ Winter Normal/ Winter Emerg (MVA)</b>	<b>Cost Estimate (\$M)</b>	<b>Required In-Service Date</b>
<b>b3737.46</b>	Install a new breaker at Graceton 230 kV substation to terminate a new 230 kV line from the new greenfield North Delta station	Install a new breaker at Graceton 230 kV substation to terminate a new 230 kV line from the new greenfield North Delta station	N/A	\$1.55	6/1/2029

<b>b3737.52</b>	Replace one 63 kA circuit breaker "B4" at Conastone 230 kV with 80 kA.	Replace one 63 kA circuit breaker "B4" at Conastone 230 kV with 80 kA circuit breaker	N/A	\$1.30	6/1/2029
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Designated Entity: Exelon (PECO)					
PJM Baseline Upgrade ID	Description of Projects	Scopes of Work	Required Ratings Summer Normal/ Summer Emerg/ Winter Normal/ Winter Emerg (MVA)	Cost Estimate (\$M)	Required In-Service Date
<b>b3737.48</b>	Build a new North Delta-Graceton 230 kV line by rebuilding 6.07 miles of the existing Cooper-Graceton 230 kV line to double circuit.	Retire existing single circuit line from Cooper - Graceton 230 kV, to accommodate new double circuit line from North Delta to Graceton in the same route. Rebuild 6.07 miles as double circuit 230kV AC transmission line between the existing Graceton Station and the proposed North Delta Station. The double circuit line will be constructed using 2 - 1590 kcmil (54/19 Strand) ACSS "Falcon" conductors.	North Delta-Graceton 230 kV No.1 & 2:  1295/1863/1642/2077	\$28.74	6/1/2029
<b>b3737.49</b>	Bring the Cooper-Graceton 230 kV line "in and out" of North Delta by constructing a new double-circuit North Delta-Graceton 230 kV (0.3 miles) and a new North Delta-Cooper 230 kV (0.4 miles) cut-in lines.	Bring the Cooper-Graceton 230 kV line "in and out" of North Delta by constructing a new double-circuit North Delta-Graceton 230 kV (0.3 miles) and a new North Delta-Cooper 230 kV (0.4 miles) cut-in lines.	Cooper - North Delta 230 kV: 463/578/521/639	\$1.56	6/1/2029
<b>b3737.50</b>	Bring the Peach Bottom-Delta Power Plant 500 kV line "in and out" of North Delta by constructing a new Peach Bottom-North	Bring the Peach Bottom-Delta Power Plant 500 kV line "in and out" of North Delta by constructing a new Peach Bottom-North Delta 500 kV (0.3 miles) cut-in	Peach Bottom-North Delta 500 kV & North Delta-Delta Power Plant 500 kV:  2338/2931/3062/3480	\$1.56	6/1/2029

	Delta 500 kV (0.3 miles) cut-in and cut-out lines.	and cut-out lines.			
<b>b3737.51</b>	Replace four 63 kA circuit breakers "205," "235," "225" and "255" at Peach Bottom 500 kV with 80 kA.	Replace four 63 kA circuit breakers "205," "235," "225" and "255" at Peach Bottom 500 kV with 80 kA circuit breakers.	N/A	\$5.60	6/1/2029

Designated Entity: PSEG					
PJM Baseline Upgrade ID	Description of Projects	Scopes of Work	Required Ratings Summer Normal/ Summer Emerg/ Winter Normal/ Winter Emerg (MVA)	Cost Estimate (\$M)	Required In-Service Date
<b>b3737.38</b>	Linden subproject: Install a new 345/230 kV transformer at the Linden 345 kV Switching station, and relocate the Linden-Tosco 230 kV (B-2254) line from the Linden 230 kV to the existing 345/230 kV transformer at Linden 345 kV.	Install a new 345/230 kV transformer at the Linden 345 kV Switching station  Install new 230kV strain bus connecting Linden 230kV yard to Linden 345kV yard through the new transformer.  Relocate the Linden-Tosco 230 kV (B-2254) line from the Linden 230 kV to the existing 345/230 kV transformer at Linden 345 kV.	New Linden 345/230 kV transformer: 913/1080/999/1143	\$24.92	12/31/2027
<b>b3737.39</b>	Bergen subproject: Upgrade the Bergen 138 kV ring bus by installing a 80 kA breaker along with the foundation, piles, and relays to the existing ring bus, install breaker isolation switches on existing	Upgrade the Bergen 138 kV ring bus by installing a 80 kA breaker along with the foundation, piles, and relays to the existing ring bus, install breaker isolation switches on existing foundations and modify and extend bus work.	N/A	\$5.53	12/31/2027

	foundations and modify and extend bus work.				
<b>b3737.41</b>	Windsor to Clarksville subproject: Upgrade all terminal equipment at Windsor 230 kV and Clarksville 230 kV as necessary to create a paired conductor path between Clarksville and JCPL East Windsor Switch 230 kV.	Windsor to Clarksville subproject: Upgrade all terminal equipment at Windsor 230 kV and Clarksville 230 kV as necessary to create a paired conductor path between Clarksville and JCPL East Windsor Switch 230 kV.	N/A	\$1.49	6/1/2029
<b>b3737.42</b>	Upgrade inside plant equipment at Lake Nelson I 230 kV.	Upgrade inside plant equipment at Lake Nelson I 230 kV.	1378/1625/1475/1723	\$3.80	6/1/2029
<b>b3737.43</b>	Upgrade Kilmer W-Lake Nelson W 230 kV line drop and strain bus connections at Lake Nelson 230 kV.	Upgrade Kilmer W-Lake Nelson W 230 kV line drop and strain bus connections at Lake Nelson 230 kV.	934/1080/999/1143	\$0.16	6/1/2029
<b>b3737.44</b>	Upgrade Lake Nelson-Middlesex-Greenbrook W 230 kV line drop and strain bus connections at Lake Nelson 230 kV.	Upgrade Lake Nelson-Middlesex-Greenbrook W 230 kV line drop and strain bus connections at Lake Nelson 230 kV.	934/1080/999/1143	\$0.12	6/1/2029

Designated Entity: LS Power (Silver Run Electric)					
PJM Baseline Upgrade ID	Description of Projects	Scopes of Work	Required Ratings Summer Normal/ Summer Emerg/ Winter Normal/ Winter Emerg (MVA)	Cost Estimate (\$M)	Required In-Service Date
<b>b3737.37</b>	Add a third set of submarine cables, rerate the overhead	The transmission line upgrade will consist of adding an additional	Hope Creek-Silver Run 230 kV: 1364/1614/1364/1614	\$61.20	6/1/2029

	segment, and upgrade terminal equipment to achieve a higher rating for the Silver Run-Hope Creek 230 kV line.	submarine cable to each phase of the existing Silver Run - Hope Creek 2300kV line. The upgrade includes two (2) new transition structures used to tie into the existing overhead line. The Silver Run - Hope Creek line will then be re-rated to operate at a higher conductor temperature. The Silver Run Substation Upgrade will consist of upgrading the line terminal equipment to 5,000 amps.			
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Designated Entity: PPL Electric Utilities (PPL EU)					
PJM Baseline Upgrade ID	Description of Projects	Scopes of Work	Required Ratings Summer Normal/ Summer Emerg/ Winter Normal/ Winter Emerg (MVA)	Cost Estimate (\$M)	Required In-Service Date
b3737.45	PPL EU	Reconductor 0.33 miles of PPL's portion of the Gilbert-Springfield 230 kV line.	Gilbert-Springfield 230 kV: 830/954/939/1087	\$0.38	6/1/2030

Notes:

- Detailed Construction milestones will be included in each designated entity Designated Energy Agreement (DEA Schedule C). These DEAs will be filed with FERC upon execution.
- Terms and Conditions for the SAA projects are similarly included in each designated entity's Designated Energy Agreement (DEA Schedule E).
- Cost responsibility for the SAA Projects shall be assigned consistent with the methodology set forth in Tariff, Schedule 12 – Appendix C.

## Appendix D

### SAA Capability

The SAA Project, RTEP project b3737, including all associated sub-projects, will result in creating SAA Capability as follows:

Point of Interconnection and Associated Injected Amounts

Location	State	Transmission Owner	SAA Capability MW	MFO MW	MW Energy	MW Capacity
Larrabee Collector station 230 kV – Larrabee	NJ	MAOD	1,200	1,200	1,200	360
Larrabee Collector station 230 kV – Atlantic	NJ	MAOD	1,200	1,200	1,200	360
Larrabee Collector station 230 kV – Smithburg	NJ	MAOD	1,342	1,342	1,342	402.6
Smithburg 500 kV	NJ	JCPL	1,148	1,148	1,148	327

The SAA Capability will be used for the sole purpose of conducting PJM interconnection studies, subject to the terms of Paragraph 4.3 of this Agreement.