HUNTON

HUNTON ANDREWS KURTH LLP
2200 PENNSYLVANIA AVENUE, NW
WASHINGTON, D.C. 20037-1701

TEL 202 • 955 • 1500

JOHN L. SHEPHERD, JR.
DIRECT DIAL: 202 • 419 • 2135
EMAIL: jshepherd@hunton.com

April 23, 2026

Via Electronic Filing

The Honorable Debbie-Anne A. Reese
Secretary, Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426

Re: *PJM Interconnection, L.L.C.,* Docket No. ER26-2294-000
Mutual Agreement to Terminate the Amended and Restated State Agreement Approach Agreement, Rate Schedule FERC No. 53; and Notice of Termination of the Amended and Restated New Jersey State Agreement Approach Agreement, Rate Schedule FERC No. 49

Dear Secretary Reese:

Pursuant to section 205 of the Federal Power Act ("FPA")[1] and Part 35 of the rules and regulations of the Federal Energy Regulatory Commission ("Commission" or "FERC"),[2] and consistent with the April 22, 2026 order issued by the New Jersey Board of Public Utilities ("NJBPU"),[3] PJM Interconnection, L.L.C. ("PJM") hereby submits this (i) Mutual Agreement to Terminate the Amended and Restated State Agreement Approach Agreement, by and between PJM and the NJBPU (collectively, the "Parties"), designated as Rate Schedule FERC No. 53 (the "Mutual Termination Agreement") and (ii) notification of termination of the Amended and Restated State Agreement Approach Agreement between PJM and the NJBPU, designated as Rate

[1] 16 U.S.C. § 824d.

[2] 18 C.F.R. Part 35 (2026) (sections 35.12 and 35.15).

[3] *In the Matter of Declaring Transmission to Support Offshore a Public Policy of the State of New Jersey*, Order, NJBPU Docket No. QO20100630 (Apr. 22, 2026) ("April 2026 Order").

Schedule FERC No. 49 (the "Amended SAA Agreement"),[4] which notice shall become effective on the Effective Date of the Mutual Termination Agreement.[5] The Parties agree that mutually terminating the Amended SAA Agreement and terminating the majority of the SAA transmission projects ("SAA Projects")[6] selected by the NJBPU now is in the best interests of the residents of New Jersey, PJM, and PJM's market participants.[7] And, as described below, the NJBPU has agreed that New Jersey customers will continue to bear prudently incurred costs associated with the projects to be terminated, while also remaining responsible for costs associated with the projects that will remain in the Regional Transmission Expansion Plan ("RTEP").[8]

The Mutual Termination Agreement specifies the terms and conditions under which PJM and the NJBPU will terminate their rights and obligations under the Amended SAA Agreement. The chief purpose of the Mutual Termination Agreement is to identify which SAA Projects will be terminated and removed from PJM's RTEP, and which SAA Projects will continue to be developed and remain in the RTEP. The Mutual Termination Agreement is appended as Attachment A. The Amended SAA Agreement is appended as Attachment B.

The Commission should find that the Mutual Termination Agreement is a just, reasonable, and not unduly discriminatory or preferential solution to address a combination of factors –

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[4] *See infra* at nn.20-21 (discussing the Commission orders that accepted the First SAA Agreement and the Amended SAA Agreement).

[5] *See infra* at Section IV (Proposed Effective Date and Request for Waiver of the 60-Day Notice Period).

[6] *See infra* at Section I.C.

[7] *See, e.g.*, April 2026 Order at 10 ("[T]he Board **HEREBY FINDS** that continued investment in the SAA Projects is not in the best interest of the State and New Jersey's ratepayers. The Board **FURTHER FINDS** that continuing the SAA Projects as contemplated in the SAA Agreement unduly risks imposing costs on New Jersey ratepayers with little, or no, guarantee of any return on investment.").

[8] *See infra* at Section II.C (describing the Mutual Termination Agreement).

including cost escalation, supply chain constraints, and permitting and financing challenges – that have made the New Jersey offshore wind ("OSW") generation and the related transmission facilities that were selected pursuant to the Amended SAA Agreement not viable in the near-term. First, accepting the Mutual Termination Agreement will provide significant and immediate rate relief to customers in New Jersey, who would otherwise bear approximately $1.2 billion in costs for transmission projects initially selected by the NJBPU to effectuate the state's OSW-related public policy requirements[9] – which requirements the state has since determined are not currently achievable at this time.[10] Second, the NJBPU has agreed that New Jersey customers will continue to be responsible for the costs of certain transmission projects that PJM has determined, and the NJBPU has agreed, cannot be cancelled without adverse impacts on system reliability or third party contracts.[11] Third, significant quantities of transmission headroom that PJM has held in anticipation of energy injections from OSW generation facilities will be returned to the system for use by other generation resources that have a more certain and timely path forward to meet New Jersey's immediate energy needs, including resources such as energy storage projects that have received incentives and support from the state. And fourth, the Mutual Termination Agreement will permit PJM to provide more accurate models and price signals to generation and transmission developers seeking to meet New Jersey demand.

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[9] The NJBPU invoked the State Agreement Approach process set forth in Schedule 6, section 1.5.9 of the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement") by formally requesting that PJM open a competitive proposal window to solicit project proposals to interconnect and provide for the deliverability of up to 7,500 MW of offshore wind generation by 2035.

[10] *See* April 2026 Order at 9-11.

[11] *See infra* Section III.C.4 (explaining why PJM and the NJBPU have agreed that SAA Projects that are (i) already in-service, (ii) a Multi-Driver Project, and (iii) relied upon by interconnection customers must remain in the RTEP). *See also* April 2026 Order at 8-9 (same).

The Mutual Termination Agreement is a voluntary agreement to modify the Parties' contractual rights under the Amended SAA Agreement and is therefore presumed to be just and reasonable under the Federal Power Act. The Commission should issue an order accepting the Mutual Termination Agreement without modification[12] **no later than June 23, 2026**,[13] and set the Effective Date as one day after this filing (*i.e.*, April 24, 2026).[14] PJM requests this Effective Date for the Mutual Termination Agreement to ensure that the SAA Projects to be canceled are excluded from the base cases used for 2026 RTEP Window 1 (opening in July 2026) and the Cycle 01 interconnection process (which has an application deadline of April 27, 2026, and for which the assumptions and models will be finalized and are currently projected to be posted by June 26, 2026[15]). Additionally, as discussed below, the Mutual Termination Agreement will be voided if not accepted by the Commission by June 23, 2026, and the Amended SAA Agreement will remain in effect.

Further, as explained below, the Parties have agreed to terminate the Amended SAA Agreement pursuant to the terms of that agreement.[16] PJM hereby requests that the Commission accept this notice of termination of the Amended SAA Agreement as of the Effective Date of the

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[12] *See NRG Power Mktg., LLC v. FERC*, 862 F.3d 108, 115 (D.C. Cir. 2017) ("Section 205 does not authorize FERC to impose a new rate scheme of its own making without the consent of the utility or Regional Transmission Organization that made the original proposal.") (citing *Atl. City Elec. Co. v. FERC*, 295 F.3d 1, 10 (D.C. Cir. 2002)).

[13] *See infra* Section III (requesting that the Commission issue an order accepting this Mutual Termination Agreement no later than June 23, 2026).

[14] *See infra* Section IV (Proposed Effective Date and Request for Waiver of the 60-Day Notice Period). To the extent the Commission does not grant waiver of the prior notice requirement, PJM respectfully requests that the Commission make the Mutual Termination Agreement effective as of June 23, 2026, which is 61 days after the date of this filing.

[15] *See* https://www.pjm.com/planning.

[16] *See infra* Section II.A; Amended SAA Agreement § 9.2(a).

Mutual Termination Agreement. Aligning the effective dates will ensure a seamless transition from the termination of the Amended SAA Agreement to the implementation of the Mutual Termination Agreement.

I. BACKGROUND

A. The State Agreement Approach

The State Agreement Approach[17] provides a formal mechanism by which PJM's RTEP process can respond to a request from one or more states that PJM develop transmission facilities to assist them in implementing their public policy requirements. No demonstration is needed that the state-sponsored project will address PJM's required planning criteria specific to reliability, operational performance, or market efficiency.[18] The SAA mechanism is not a rigidly defined process in the PJM Operating Agreement. Rather, the SAA process is intended to provide the flexibility needed to accommodate the breadth of policies that a state might wish to pursue and to allow that state to select the transmission solutions that best addresses the state's public policy goals. PJM and the NJBPU worked collaboratively to develop and implement the SAA approach to assist the achievement of New Jersey's public policy goals regarding offshore wind development.

A fundamental element of the SAA process is that the costs of transmission facilities that a state voluntarily sponsors are recovered only from the customers in zones or sub-zones within

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[17] *See* Operating Agreement, Schedule 6, section 1.5.9. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Tariff, Operating Agreement, Amended SAA Agreement, Mutual Termination Agreement, or PJM Manuals.

[18] *See PJM Interconnection, L.L.C.*, 142 FERC ¶ 61,214, at P 109 (2013) ("[W]e agree with PJM that [the State Agreement Approach] is supplemental to PJM's proposal to consider transmission needs driven by public policy requirements, and not needed for compliance with Order No. 1000.").

the sponsoring state.[19] The participating state agrees that the costs related to the transmission project will be allocated 100% to customers in that state through a Commission-approved cost allocation methodology.

B. The Amended SAA Agreement

The original SAA Agreement was initially filed by PJM on January 27, 2022, and accepted by Commission order to be effective April 15, 2022 ("First SAA Agreement").[20] The Amended SAA Agreement was filed by PJM on January 5, 2023, and accepted by the Commission to be effective March 7, 2023.[21]

PJM and the NJBPU entered into the First SAA Agreement in response to the NJBPU's formal request that PJM plan transmission to assist the State of New Jersey in achieving its public policy goal of integrating up to 7,500 MW of offshore wind resources.[22] Among other things, the First SAA Agreement: (i) governed the commitments and responsibilities between PJM and the NJBPU regarding the competitive selection of transmission projects; (ii) governed the rights and obligations of the Parties for transmission projects selected by the NJBPU for which New Jersey agreed to pay 100% of the related costs; (iii) set forth the process by which offshore wind generators selected by the NJBPU would be studied and processed pursuant to PJM's interconnection rules; (iv) set forth provisions regarding the modification or termination of SAA

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[19] *See* Operating Agreement, Schedule 6, section 1.5.9 ("All costs related to a state public policy project or Supplemental Project included in the Regional Transmission Expansion Plan to address state Public Policy Requirements pursuant to this Section shall be recovered from customers in a state(s) in the PJM Region that agrees to be responsible for the projects.").

[20] *See PJM Interconnection, L.L.C.*, 179 FERC ¶ 61,024 (2022), *reh'g denied*, 179 FERC ¶ 62,131 (2022).

[21] *See PJM Interconnection, L.L.C.*, Delegated Letter Order, Docket No. ER23-775-000 (Mar. 6, 2023).

[22] *In the Matter of Declaring Transmission to Support Offshore a Public Policy of the State of New Jersey*, NJBPU Docket No. QO20100630, at 7 (Nov. 18, 2020).

Projects; (v) adopted a Solicitation Schedule setting forth the timing and other parameters for the NJBPU's procurement of OSW Generators;[23] (vi) set forth the procedures and timing for the assignment of the 4,890 MW of transfer capability associated with the SAA Projects ("SAA Capability"); and (vii) preserved the rights of the Parties under FPA sections 205 and 206.

Following a PJM-administered competitive window solicitation process[24] and subsequent analysis of the project proposals by PJM and the NJBPU,[25] the NJBPU issued an order selecting the SAA Projects on October 26, 2022.[26] PJM and the NJBPU thereafter amended the First SAA Agreement to provide project-specific details. Additionally, they amended the SAA Agreement to reflect the Commission's Cost Allocation Order, which is discussed below and which accepted revisions to PJM's Open Access Transmission Tariff ("Tariff"), Schedule 12 - Appendix C, section (1), to specify the cost allocation methodology applicable to the SAA Projects.[27]

The Amended SAA Agreement did not make other substantive changes to the terms of the First SAA Agreement. Notably, the Amended SAA Agreement did not modify Appendix A of the First SAA Agreement (the OSW Generation Solicitation Schedule); nor did it modify the process and timelines for assigning SAA Capability.

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[23] The Amended SAA Agreement defines OSW Generators as "Project Developers with a Completed New Service Request that are selected by the NJ BPU through its offshore wind solicitations."

[24] In furtherance of the SAA Request, PJM opened the "2021 Proposal Window to Support NJ OSW" on April 15, 2021, https://pjm.com/planning.

[25] *See PJM, Summary Report for the NJBPU Selected Project: 2021 SAA Proposal Window to Support NJ OSW* (Nov. 15, 2022), https://www.pjm.com/-/media/committees-groups/committees/teac/2022/20221104-special/nj-osw- saa-summary-report.ashx.

[26] *In the Matter of Declaring Transmission to Support Offshore a Public Policy of the State of New Jersey, Order on the State Agreement Approach SAA Proposals*, NJBPU Docket No. QO20100630 (Oct. 26, 2022) ("NJBPU SAA Project Selection Order").

[27] *See PPL Elec. Utils. Corp.*, 181 FERC ¶ 61,178, at P 33 (2022) ("Cost Allocation Order").

C. Description of the SAA Projects

As set forth in the NJBPU SAA Project Selection Order, to accommodate New Jersey's offshore wind goals, the NJBPU selected the "Larrabee Tri-Collector Solution," jointly submitted by Mid-Atlantic Offshore Development, LLC ("MAOD") and Jersey Central Power & Light Company ("JCP&L").[28] The primary purpose of the Larrabee Tri-Collector Solution is to connect three OSW generators to the transmission system at three points in the JCP&L transmission zone: the Atlantic Substation, the Larrabee Substation, and the Smithburg Substation. The connection for the offshore wind generating facilities would occur at a new substation named Larrabee Collector Station (b3737.22). The other 31 projects that make up the Larrabee Tri-Collector Solution relate to new transmission lines needed to connect the Larrabee Collector Station to the PJM transmission system, along with necessary transmission system modifications required to effectuate the connections.[29] These 32 projects are located in central New Jersey as shown on **Map 1**, below.

In addition, the NJBPU selected 26 onshore grid upgrade projects to enable the capacity injection afforded by the Larrabee Tri-Collector Solution. Those onshore upgrade projects were awarded to JCP&L, MAOD, Public Service Electric and Gas Company ("PSEG"), Silver Run Electric, LLC ("Silver Run"), PPL Electric Utilities Corporation ("PPL EU"), Transource Pennsylvania, LLC ("Transource PA"), Atlantic City Electric Company ("ACE"), PECO Energy

[28] *See* NJBPU SAA Project Selection Order at 2.

[29] The remaining 31 SAA Projects that comprise the Larrabee Tri-Collector Solution include the following b3737.1, b3737.2, b3737.3, b3737.4, b3737.5, b3737.6, b3737.7, b3737.8, b3737.9, b3737.10, b3737.11, b3737.12, b3737.13, b3737.14, b3737.15, b3737.16, b3737.17, b3737.18, b3737.19, b3737.20, b3737.21, b3737.27, b3737.29, b3737.30, b3737.32, b3737.40, b3737.41, b3737.53, b3737.54, b3737.59, and b3737.60.

Company ("PECO"), and Baltimore Gas and Electric Company ("BGE").[30] These 26 onshore upgrade projects are located in northern New Jersey, southern New Jersey and Pennsylvania, as shown on **Map 1** below. Specifically, these projects are located in the following geographic areas:

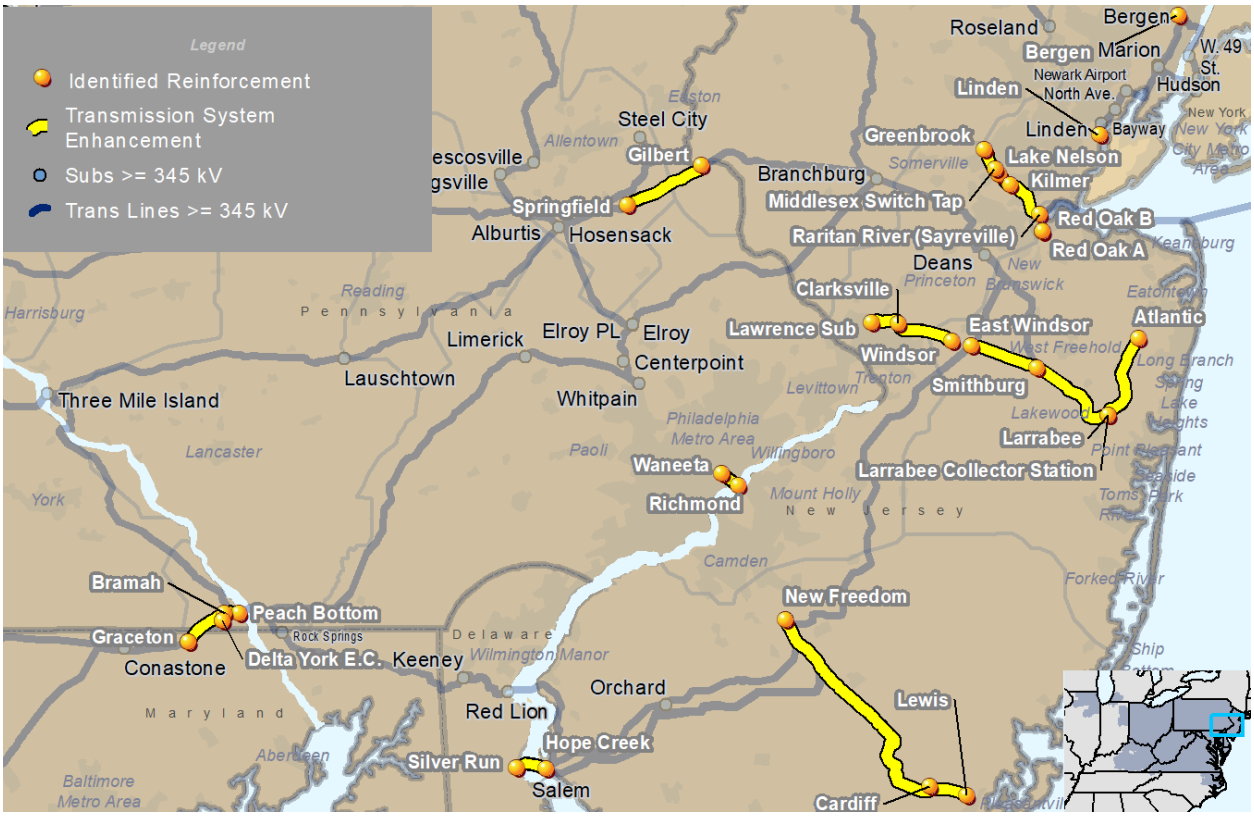
- ***Northern New Jersey***: Twelve (12) SAA Projects were awarded to PSEG and JCP&L primarily to reinforce the transmission path between the Greenbrook and Red Oak substations by reconducting several lines. In addition, work will be performed at the Bergen and Linden stations, further north.
- ***Southern New Jersey***: Three (3) SAA Projects were awarded to ACE. Two (2) of these SAA Projects were cancelled prior to this request to terminate based on changing system needs. The remaining SAA Project was selected to modify the protective relaying settings along the Cardiff-New Freedom 230 kV line.
- ***Northeastern Pennsylvania***: One (1) SAA Project was awarded to PPL EU to reconductor 0.33 miles of the Gilbert-Springfield 230 kV line. This project was completed and has already been placed in-service.
- ***Philadelphia***: One (1) SAA Project was awarded to PECO to reconductor the underground portion of the Richmond-Waneeta 230 kV line. This project was previously cancelled based on changing system needs.
- ***Southeastern Pennsylvania (PA-MD Border)***: Eight (8) SAA Projects were assigned to Transource PA, PECO, and BGE to improve transmission flows through the 500 kV and 230 kV transmission paths in this area. The work is centered on the construction of a new

[30] The 26 SAA Projects that are onshore upgrade projects include the following b3737.23, b3737.24, b3737.25, b3737.26, b3737.28, b3737.31, b3737.33, b3737.34, b3737.35, b3737.36, b3737.37, b3737.38, b3737.39, b3737.42, b3737.43, b3737.44, b3737.45, b3737.46, b3737.47, b3737.48, b3737.49, b3737.50, b3737.51, b3737.52, b3737.55, and b3737.56.

500/230 kV substation named Bramah (initially called North Delta). The Bramah substation was subsequently expanded as an incremental Multi-Driver Project to address reliability needs identified after the approval of the SAA Projects.[31]

- ***New Jersey-Delaware ties***: One (1) SAA Project was assigned to Silver Run to increase the capacity of the existing transmission path between these two states.

Map 1: Location of SAA Projects



D. The Cost Allocation Order and the Order Accepting Revisions to Tariff, Schedule 12 – Appendix C

As the Commission explained, "if a transmission project is designated under the State Agreement Approach, all costs related to that transmission project 'shall be recovered from

[31] *See infra* at section II.C.4.

customers in a state(s) in the PJM Region that agrees to be responsible for the projects' consistent with Schedule 6 from the Operating Agreement."[32] Accordingly, on August 19, 2022, as amended on October 14, 2022, the PJM Transmission Owners filed a new Schedule 12 – Appendix C, section (1) to set forth a cost allocation methodology for the recovery of costs associated with NJBPU-selected SAA Projects. The Commission approved this schedule effective October 19, 2022.[33]

Pursuant to the Commission-accepted cost allocation methodology, cost responsibility for the SAA Projects is assigned annually on a load-ratio-share basis among Network Customers in the State of New Jersey determined in accordance with Tariff, Schedule 12, section (c)(4), and customers using Point-to-Point Transmission Service with a Point of Delivery within the State of New Jersey determined in accordance with Tariff, Schedule 12, section (c)(5). That is, consistent with the requirements of Operating Agreement, Schedule 6, section 1.5.9, the Commission-accepted cost allocation methodology requires that all of the costs related to the SAA Projects be allocated to customers in New Jersey.[34]

After the PJM Board's December 6, 2022 acceptance of the inclusion of the SAA Projects in the RTEP, on January 5, 2023, PJM filed proposed revisions to Tariff, Schedule 12 – Appendix C, section (1) to include the cost responsibility assignments for the SAA Projects.[35]

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[32] Cost Allocation Order at P 33 (quoting SAA Agreement Order at P 40 (citing Operating Agreement, Schedule 6, section 1.5.9(a))).

[33] *Id.* at P 1.

[34] As discussed in section II.C.4, the Bramah Substation (b3737.47), which was initially an SAA Project, became an incremental Multi-Driver Project as part of PJM's 2022 Window 3. The costs for the Bramah Substation are assigned to each driver as follows: Public Policy driver (73.27%) and Reliability driver (26.73%).

[35] *See PJM Interconnection, L.L.C.*, Revisions to Incorporate Cost Responsibility Assignments for Regional Transmission Expansion Plan Baseline Upgrades, Docket No. ER23-

E. All of the OSW Generators Selected by the NJBPU Have Either Cancelled their OREC Awards or Are Seeking Inactive Status

In addition to invoking the use of the SAA process to identify transmission solutions to ensure the deliverability of OSW generation, the NJBPU also sought to achieve its OSW-related public policy goals by establishing an OSW generation solicitation process pursuant to which it would award Offshore Wind Renewable Energy Certificates ("ORECs") to successful bidders. To date, the NJBPU has conducted four OSW generation solicitations. In September 2018, the NJBPU issued the First Solicitation for 1,100 MW of OSW generation. In June 2019, the NJBPU announced Ørsted's Ocean Wind 1,100 MW project as the winner of the First Solicitation.[36] However, on October 31, 2023, Ørsted announced it was ceasing development of the Ocean Wind I project (along with the Ocean Wind II OSW projects).[37] In May 2024, Ørsted settled a related damages claim with New Jersey for $125 million.[38] This First Solicitation was not within the scope of the Amended SAA Agreement.[39]

In September 2020, the NJBPU issued its Second Solicitation for 1,200 to 2,400 MW of OSW generation. In June 2021, the NJBPU announced the winners of the Second

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779-000 (Jan. 5, 2023) ("January 2023 Filing"); *PJM Interconnection, L.L.C.*, Delegated Letter Order, Docket No. ER23-779-000 (Apr. 4, 2023) (accepting January 2023 Filing).

[36] *See In the Matter of the Board of Public Utilities Offshore Wind Solicitation of 1,100 MW – Evaluation of the Offshore Wind Applications*, NJBPU Docket No. Q018121289 (June 21, 2019).

[37] *See Ørsted Ceases Development of Ocean Wind 1 and Ocean Wind 2 and Takes Final Investment Decision on Revolution Wind* (Oct. 31, 2023), https://us.orsted.com/news-archive/2023/10/orsted-ceases-development-of-ocean-wind-1-and-ocean-wind-2#:~:text=The20decision%20to%20cease%20development,of%20experts%20sets%20itself%20apart.%E2%80%9D.

[38] *See Murphy Administration Announces Developments in Offshore Wind Industry*, NJBPU (May 28, 2024), https://www.nj.gov/bpu/newsroom/2024/approved/20240528.html.

[39] *See* Amended SAA Agreement, App. A. (NJBPU Offshore Wind Solicitation Schedule noting that Solicitation 1 "is not part of the NJ SAA Process").

Solicitation and awarded a combined 2,658 MW of ORECs: 1,510 MW to EDF/Shell's Atlantic Shores Offshore Wind 1 and 1,1448 MW to Ørsted's Ocean Wind II.[40] As noted above, Ørsted terminated Ocean Wind II terminated on October 31, 2023. Atlantic Shores Offshore Wind terminated its Second Solicitation project effective August 13, 2025.[41]

In March 2023, the NJBPU issued a Third Solicitation for 1,200 to 4,000 MW of OSW generation. In January 2024, the NJBPU announced the winners of the Third Solicitation and awarded a combined 3,742 MW of ORECs: 2,400 MW to Invenergy Wind Offshore's Leading Light Wind project[42] and 1,342 MW to Attentive Energy's Attentive Energy Two[43] project. Leading Light Wind terminated its project on November 7, 2025.[44] Attentive Energy has moved to stay its obligations associated with its 1,342 MW generation project until July 24,

[40] *See In The Matter of the Opening of Offshore Wind Renewable Energy Certificate (OREC) Application Window For 1,200 To 2,400 Megawatts of Offshore Wind Capacity in Furtherance Of Executive Order No. 8 And Executive Order No. 92 and In the Matter Of The Board Of Public Utilities Offshore Wind Solicitation 2 for 1,200 to 2,400 MW – Ocean Wind II, LLC*, Order, NJBPU Docket Nos. QO21050825 and QO21050825 (June 30, 2021).

[41] *See In The Matter of the Opening of Offshore Wind Renewable Energy Certificate (OREC) Application Window For 1,200 To 2,400 Megawatts of Offshore Wind Capacity in Furtherance Of Executive Order No. 8 And Executive Order No. 92 and In the Matter Of The Board Of Public Utilities Offshore Wind Solicitation 2 for 1,200 to 2,400 MW – Ocean Wind II*, LLC, Order Vacating Offshore Wind Renewable Energy Certificate Order, NJBPU Docket Nos. QO21050825 and QO21050825 (Aug, 13, 2025).

[42] *See In the Matter of the Opening Of New Jersey's Third Solicitation for Offshore Wind Renewable Energy Certificates (OREC)*, Order Approving Leading Light Wind 2400 MW Project as a Qualified Project Offshore, NJBPU Docket No. QO22080481 (Jan. 24, 2024).

[43] *See In the Matter of the Opening of New Jersey's Third Solicitation For Offshore Wind Renewable Energy Certificates (OREC)*, Order Approving Attentive Energy Two 1342 MW Project as a Qualified Offshore Wind Project, NJBPU Docket No. QO22080481 (Jan. 24, 2024).

[44] *In re the Opening of New Jersey's Third Solicitation for Offshore Wind Renewable Energy Certifications (OREC)*, Letter from Colleen Foley to Sherri Lewis, Secretary of NJBPU, NJBPU Docket No QO22080481 (Nov. 7, 2025).

2029,[45] including "Critical Milestones," pending submission of a compliance filing with updated timelines on July 24, 2029.[46] Although the NJBPU has not yet taken formal action on Attentive Energy's motion, TotalEnergies SE—the parent company of Attentive Energy—recently announced an agreement with the United States Department of the Interior to redirect capital from its offshore wind initiatives and therefore not to further pursue the Attentive Energy Two project.[47]

In November 2023, the NJBPU issued a Fourth Solicitation for 1,200 to 4,000 MW of OSW generation. In February 2025, the NJBPU announced that it would not proceed with an OREC award for the Fourth Solicitation.[48] Also, while the NJBPU announced a Fifth Solicitation in the second quarter of 2025,[49] that solicitation did not occur.

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[45] *See In the Matter of the Opening of New Jersey's Third Solicitation For Offshore Wind Renewable Energy Certificates (OREC)*, Attentive Energy LLC's Motion for a Limited Stay of Order, NJBPU Docket No. QO22080481 at 36 (Jan. 24, 2024) (requesting that NJBPU "[s]tay the enforcement of the . . . Board Order until July 24, 2029").

[46] *Id.* at 37 (requesting NJBPU directive to submit "a Supplemental Compliance Filing to the Board by January 24, 2029").

[47] *See Interior and TotalEnergies Agree to End Offshore Wind Projects, Lowering Costs for American Families*, https://www.doi.gov/pressreleases/interior-and-totalenergies-agree-end-offshore-wind-projects-lowering-costs-american#:~:text=Following%20TotalEnergies'%20$928%20million%20in,2022%2C%20after%20payment%20of%20$795%2C000%2C000.

[48] *See New Jersey Board of Public Utilities Statement on New Jersey's Fourth Offshore Wind Solicitation*, NJBPU (Feb. 3, 2025), https://www.nj.gov/bpu/newsroom/2024/approved/20250203.html#:~:text=The%20New%20Jersey%20Board%20of%20Public%20Utilities,Uncertainty%20driven%20by%20federal%20actions%20and%20permitting.

[49] *See Murphy Administration Announces Developments in Offshore Wind Industry*, NJBPU (May 28, 2024) (changing projected opening of the fifth offshore wind solicitation from Q3 2026 to Q2 2025), https://www.nj.gov/bpu/newsroom/2024/approved/20240528.html.

In sum, all OSW generation capacity procured in past NJBPU solicitations has either been withdrawn or is in suspension, and future solicitations appear to be suspended indefinitely.

F. None of the Selected OSW Generators is Actively Participating in PJM's Interconnection Process

The Amended SAA Agreement requires that OSW Generators must enter the PJM interconnection study process to receive an assignment of SAA Capability.[50] This must occur within two years following an award of ORECs.[51] At present, none of the OSW Generators selected through the NJBPU's generation solicitation process is actively participating in the PJM generation interconnection process. Atlantic Shores terminated its Interconnection Service Agreements. The Ørsted Ocean Wind II project entered the interconnection process, but has since been withdrawn. Leading Light and Attentive never commenced the interconnection process. In addition, because more than two years has passed since Attentive Energy was awarded ORECs, it is no longer eligible to be assigned SAA Capability even if it were to be reinstated to active status.[52]

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[50] *See* Amended SAA Agreement § 6.2(d)(1).

[51] *Id.*

[52] Attentive Energy has acknowledged this impediment. *In re the Opening of New Jersey's Third Solicitation for Offshore Wind Renewable Energy Certifications (OREC),* Letter from Caroline Tkachuk, Vice President, Attentive Energy, to NJBPU Staff, NJBPU Docket No. QO22080481, at 2-3 (Jan. 16, 2026) ("[T]he SAA Agreement seems to require the BPU to assign SAA Capability to the Project within two years of the BPU having selected the Project, which is January 24, 2026. The [August 2025 Order] does not explain how the BPU will comply with this timeline or otherwise ensure that the Project is able to receive SAA Capability."), https://publicaccess.bpu.state.nj.us/DocumentHandler.ashx?document_id=1409465.

G. In Response to the Uncertainty Affecting the Near-Term Viability of OSW Generation in New Jersey, the NJBPU Issued an Order Seeking to Delay the SAA Projects. PJM and the NJBPU Worked Collaboratively to Effectuate the Order

On August 13, 2025, the NJBPU issued an order on a Motion for Declaratory Guidance submitted by JCP&L requesting that the NJBPU either affirm or modify the schedule for JCP&L's SAA Projects originally approved in the NJBPU's October 26, 2022 Order.[53] Given the evolving economic and practical constraints affecting OSW generation development, the NJBPU's August 2025 Order acknowledged "the risk of near-term expenditures that may not be immediately used and useful," and found "it is not in the best interests of the State and the State's ratepayers to continue the full current development schedule of the SAA Projects."[54] The August 2025 Order therefore directed SAA Project developers to "delay some, or all, expenditures related to the SAA Projects" for a two-and-one-half year period, and requested that "PJM delay the current expected SAA Project in-service dates, as described in Appendix A to the October 2022 Order, by two-and-one-half-years from June 1, 2030 to January 1, 2033."[55]

Following the issuance of the August 2025 Order, PJM and the NJBPU worked together to evaluate options to effectuate the requested delay. However, the delay of transmission facilities is not contemplated by the Amended SAA Agreement or PJM's Governing Documents. PJM advised the NJBPU that implementing the delay requirements of the August 2025 Order would require a further amendment to the Amended SAA Agreement and additional technical analyses to determine which projects, if any, could be delayed or otherwise modified in response to the

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[53] *In the Matter of Declaring Transmission to Support Offshore Wind a Public Policy of the State of New Jersey*, Order on the State Agreement Approach (SAA) Project Adjustments, NJBPU Docket No. QO20100630 (Aug. 13, 2025) ("August 2025 Order").

[54] *Id*. at 8.

[55] *Id*. at 8-9.

NJBPU's request. PJM also presented potential implementation pathways and emphasized the importance of timely direction to avoid continued development activities that would risk exposing New Jersey's customers to additional costs.

Following several months of discussions, New Jersey informed PJM that it would instead pursue a mutual termination of the Amended SAA Agreement, as permitted under its terms. To mitigate the risk of continued cost exposure, the Parties agreed that termination prior to the finalization of the base cases for the 2026 RTEP and interconnection cycles was in the best interest of New Jersey customers.

In connection with the proposed mutual termination, PJM evaluated the portfolio of SAA Projects, performed analyses, and identified those projects that, in PJM's expert judgment, can and cannot be terminated as discussed further below.[56] Consistent with the terms of the Mutual Termination Agreement, and as discussed below, PJM will further evaluate the impacts of canceling the "Schedule 1" projects (defined below) as part of the ongoing RTEP planning process.

II. BASIS FOR FILING

A. The Amended SAA Agreement Expressly Provides for Mutual Termination

Section 9.2 of the Amended SAA Agreement includes two provisions governing mutual termination of the Amended SAA Agreement. The first provides that the Amended SAA Agreement "may be terminated as of the date on which the Parties mutually agree to terminate" it.[57] The second provides that mutual termination will not be effective "until PJM and/or the NJBPU have complied with all laws and regulations applicable to such termination,

[56] *See infra* Section II.C.

[57] Amended SAA Agreement § 9.2(a).

including the filing with the FERC of a notice of termination of this Agreement and acceptance of such notice for filing by the FERC."[58]

For completeness, PJM notes that Section 9.2(e) addresses termination of the SAA Agreement under certain circumstances that are not applicable here. Section 9.2(e) provides that "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."[59] That provision does not apply because only three small SAA Projects out of 58 total SAA Projects have been completed at this time,[60] and those three isolated projects have not "create[ed] SAA Capability."

B. PJM and the NJBPU Agree that Mutual Termination of the Amended SAA Agreement Would be in the Best Interests of Customers in New Jersey

As discussed above, after the issuance of the August 2025 Order, PJM and the NJBPU Staff met regularly and exchanged documents in an attempt to accommodate the NJBPU's desire to mitigate New Jersey ratepayer costs for the SAA Projects. Recently, PJM and the NJBPU agreed that it is in best interests of both New Jersey and PJM as a whole to mutually terminate the Amended SAA Agreement.

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[58] *Id.* at § 9.2(d).

[59] *Id.* at § 9.2(e).

[60] The completed projects are: b3737.1, b3737.45, and b3737.60. These projects are relatively minor and only involve JCP&L's reconfiguring of the Larabee substation (b3737.1), PPL's reconductoring of 0.33 miles of its portion of the Gilbert-Springfield 230 kV line (b3737.45), and MAOD performing a pre-build infrastructure evaluation study (b3737.60).

1. The Amended SAA Agreement Cannot Fulfill Its Intended Purpose for an Indefinite Period of Time

There is no feasible basis upon which the Amended SAA Agreement can be expected to fulfill its intended purpose in the timeline contemplated by the Parties and memorialized in the Amended SAA Agreement. The evolving economic and practical constraints affecting the New Jersey OSW development are likely to prevent the OSW generation associated with the SAA Projects from being developed within the timeline initially contemplated. Speculation about whether or when such conditions might be reversed cannot change the fact that the fundamental purpose of the SAA Agreement—to enable the delivery of substantial quantities of OSW generation—has become infeasible at this time and that the agreement's termination would actually benefit ratepayers by avoiding cost incurrence that would multiply if the projects were left in the RTEP, consuming needed headroom on the transmission system.

2. The Timelines in the Amended SAA Agreement Cannot be Reasonably Met

Under Section 6.2(d)(i) of the Amended SAA Agreement, "SAA Capability shall be assigned initially by the NJBPU to an OSW Generator or NJBPU-selected Public Policy Resource no later than two (2) years from the actual Solicitation Award Date under a NJBPU OSW Solicitation."[61] Further, the "last Solicitation Award Date set forth in the Solicitation Schedule in Appendix A" of the Amended SAA Agreement on file with the Commission is "Q1 2027."[62] Two years from that date is the First Quarter of 2029—ending on March 31, 2029. This would be the

[61] *See* Amended SAA Agreement, Appx. A ("NJ BPU Offshore Wind Solicitation Schedule" showing "Solicitation Award Date" of Q1 2027 for fifth and final solicitation).

[62] *Id.* Section 10 of the Amended SAA contract specifies that PJM and the NJBPU may agree to modify the Appendix A Solicitation Schedule then on file. Any such revised Solicitation Schedule would become effective upon filing and acceptance by the Commission. *See* Amended SAA Agreement § 9.1.

final date by which the NJBPU could assign the SAA Capability before PJM would become obligated to release unassigned SAA Capability to other interconnection customers. In addition, assignments can only be made to OSW Generators or other NJBPU-selected Public Policy Resources that have submitted applications for participation in the PJM interconnection process. Therefore, to be assigned SAA Capability under Section 6.2(d)(i) of the Amended SAA Agreement, an OSW Generator would have to receive an award of ORECs and enter the PJM interconnection process by March 31, 2029. Even assuming improvement in the conditions affecting the New Jersey OSW development in the near term, the originally contemplated SAA timeline is unachievable.

3. Mutual Termination of the Amended SAA Agreement Will Benefit New Jersey, Improve PJM's Planning Process, and Release Much-Needed Transmission Capacity

The Mutual Termination Agreement will provide four immediate and positive effects on New Jersey ratepayers and the PJM transmission system as a whole. First, PJM and the NJBPU have agreed that PJM will terminate the majority of SAA Projects,[63] which will immediately and significantly reduce New Jersey ratepayers' cost exposure for SAA Projects chosen to effectuate the state's OSW-related public policy requirements that the state has since determined are no longer feasible.[64] The current estimated cost of projects which PJM has determined can be

[63] *See* Mutual Termination Agreement § 3 & Schedule 1. Schedule 1 lists the 42 SAA Projects that PJM and the NJBPU have agreed shall be terminated and removed from the PJM RTEP models as of the Effective Date of the Mutual Termination Agreement ("Schedule 1 Projects").

[64] *See* April 2026 Order at 9-10 ("[R]ecent action taken by the federal government, including but not limited to Executive Orders, memoranda, and stop-work orders to individual projects, and payments to foreign energy developers have created significant regulatory uncertainty and disruption in the domestic energy industry. These actions have altered federal permitting and leasing processes and undermined the regulatory framework necessary for New Jersey to continue progress toward investing in certain in-state generation resources and associated transmission planning. The resulting regulatory instability has materially impacted in-state

terminated is approximately $1.04 billion.[65] New Jersey customers will remain responsible for prudently-incurred costs and for other costs associated with the abandonment of these projects.[66] The net avoided cost to New Jersey ratepayers from terminating that liability will be determined in rate proceedings brought by the relevant transmission developers before the Commission to recover their prudently-incurred costs.

Second, terminating the Schedule 1 Projects will remove them from the RTEP model before commencement of the next RTEP competitive window (2026 RTEP Window 1), which PJM expects to open in July 2026, and before the Cycle 01 interconnection process (which has an application deadline of April 27, 2026, and for which the assumptions and models will be finalized and are currently projected to be posted by June 26, 2026).[67] This will protect New Jersey customers from the risk of incurring additional costs associated with projects that could later become necessary to support reliability or the interconnection process. The longer that SAA Projects remain in the PJM RTEP model, the more likely it is that New Jersey ratepayers will become committed to paying for their completion.

Third, removing the Schedule 1 Projects and the assumed development of New Jersey OSW generation from the RTEP model will permit more accurate forecasts of system needs and interconnection opportunities for new generation. The retention of 4,890 MW of highly

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generation projects that formed the basis of the SAA Agreement and New Jersey and PJM's coordinated transmission planning decisions. These federal actions render the investments contemplated by the SAA Agreement infeasible on the timeline envisioned when the SAA Agreement was executed.").

[65] To be clear, the $1.04 billion is based on current estimates of total project costs and is not indicative of the amounts expended to date.

[66] As stated in Mutual Termination Agreement, section 6, PJM and the NJBPU have not prejudged whether costs associated with any of the SAA Projects were prudently incurred, which shall be addressed in any required rate filings with the relevant regulatory authority.

[67] *See* https://www.pjm.com/planning.

speculative offshore generation in the planning models, in particular, has a distorting effect on the generation needs analysis. This may act as a disincentive to the commitment of other generation sources at a time when PJM is experiencing extraordinarily tight capacity supply conditions, which ultimately results in higher costs to customers in New Jersey and throughout PJM.[68]

Fourth, mutual termination of the Amended SAA Agreement will enable PJM to release a significant quantity of transmission capacity headroom to supply generation from more viable suppliers to meet New Jersey's needs, including to support the state's public policy goals such as the development of new solar generation. This release of transmission capacity headroom to other suppliers will come at a time when, as noted above, PJM is experiencing extraordinarily tight capacity supply conditions.

Finally, the termination of these Schedule 1 Projects is without prejudice to the future construction of transmission facilities to support OSW generation if and when OSW generation projects become viable. In addition, as PJM has explained to NJBPU Staff, PJM anticipates that New Jersey will have more favorable opportunities to construct transmission facilities in the future as a result of several transmission planning reforms, including PJM's cluster study reforms adopted in advance of FERC Order No. 2023 and the long-term planning reforms PJM is implementing under FERC Order No. 1920. On that last point, for example, PJM expects New Jersey's continued public policy support for OSW generation to be reflected in PJM's long-term transmission plan,

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[68] The resource adequacy and transmission challenges facing PJM have been well-documented in other Commission proceedings and government announcements. *See, e.g.*, *PJM Interconnection, L.L.C.*, 190 FERC ¶ 61,084 (accepting Reliability Resource Initiative), *reh'g denied*, 192 FERC ¶ 61,085 (2025), *pet. for review pending sub nom. Solar Energy Indus. Ass'n v. FERC*, No. 25-2124 (3d Cir. June 13, 2025); *PJM Interconnection, L.L.C.*, 193 FERC ¶ 61,217 (2025) (directing PJM to institute new transmission services for co-located load); The National Energy Dominance Council, *Statement of Principles Regarding PJM* (Jan. 15, 2026), https://www.energy.gov/documents/statement-principles-regarding-pjm.

even if that is not possible within the shorter timeframe contemplated in the Amended SAA Agreement.

C. The Mutual Termination Agreement Provides a Just and Reasonable Resolution for Winding Down the Parties' Rights and Obligations Under the Amended SAA Agreement

The Mutual Termination Agreement sets forth just and reasonable terms for winding down the rights and obligations of the Parties under the Amended SAA Agreement consistent with the terms of the SAA Agreement, the PJM Operating Agreement and Tariff, and the Commission's Cost Allocation Order. The provisions of the Mutual Termination Agreement are summarized below.

1. Section 1: Definitions

Section 1 explains the Mutual Termination Agreement's use of defined terms and provides the location of the relevant definitions if not specified in the Mutual Termination Agreement.

2. Section 2: Termination of Amended SAA Agreement

Section 2 sets forth the Parties' agreement to mutually terminate the Amended SAA Agreement, subject to the other terms of the Mutual Termination Agreement. It further provides that the Effective Date for termination of the Amended SAA Agreement will be the date the Mutual Termination Agreement is accepted as effective by the Commission. However, Section 2 provides that the Mutual Termination Agreement will be voided if the Commission does not accept it by June 23, 2026.

For the reasons discussed more fully below,[69] it is important that the Commission accept the Mutual Termination Agreement by this date because PJM requires certainty as to whether the Commission will approve the removal of the Schedule 1 Projects from the RTEP. PJM will need

[69] *See infra* Section III.

to finalize the assumptions underlying the base cases for the upcoming competitive window (expected to open in July 2026) and before the Cycle 01 interconnection process (which has an application deadline of April 27, 2026, and for which the assumptions and models will be finalized and are currently projected to be posted by June 26, 2026). Acceptance by June 23, 2026 is therefore critical, as retaining these projects in the planning models increases the risk that the SAA Projects become non-cancelable, which in turn heightens the potential cost exposure for New Jersey customers.

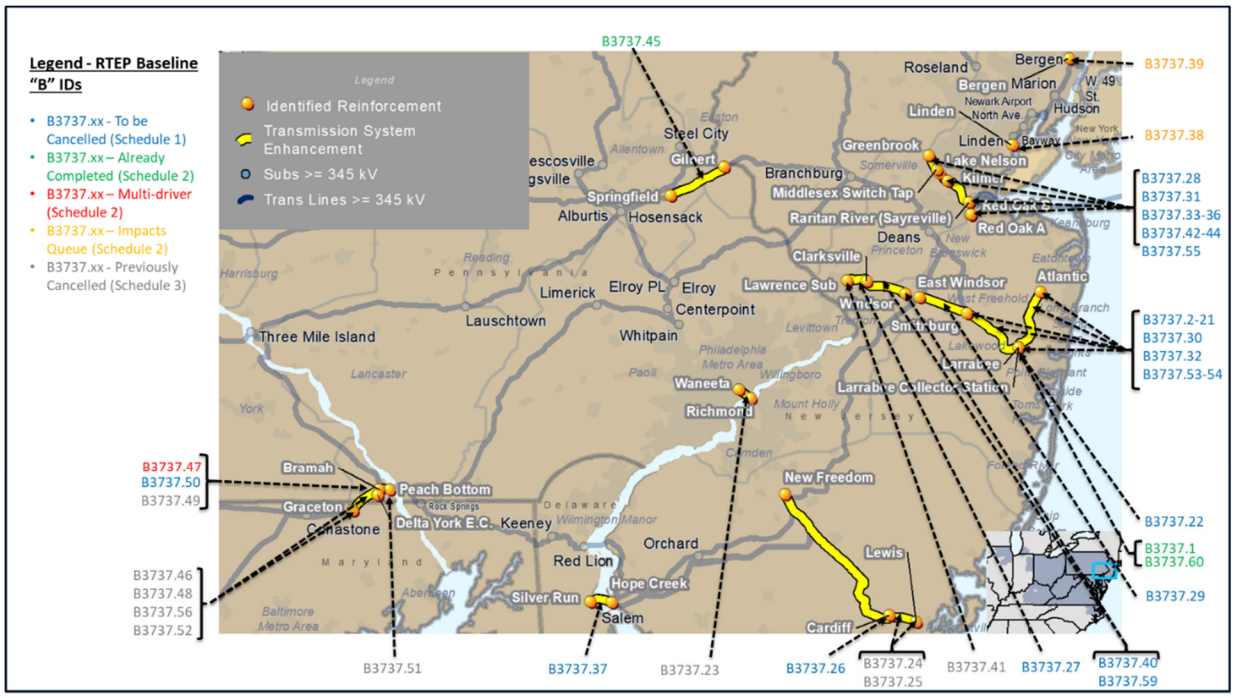
3. Section 3: Schedule 1 Projects

Section 3 addresses the termination of the Schedule 1 Projects, which are the projects that PJM and the NJBPU agree should be terminated because they are not currently needed to address New Jersey's public policy goals. The Schedule 1 Projects, listed in Schedule 1 of the Mutual Termination Agreement, include the following projects in the following geographic regions:

- ***Larrabee Tri-Collector Solution***: b3737.2, b3737.3, b3737.4, b3737.5, b3737.6, b3737.7, b3737.8, b3737.9, b3737.10, b3737.11, b3737.12, b3737.13, b3737.14, b3737.15, b3737.16, b3737.17, b3737.18, b3737.19, b3737.20, b3737.21, b3737.22, b3737.27, b3737.29, b3737.30, b3737.32, b3737.40, b3737.53, b3737.54, and b3737.59.
- ***Northern New Jersey***: b3737.28, b3737.31, b3737.33, b3737.34, b3737.35, b3737.36, b3737.42, b3737.43, b3737.44, and b3737.55
- ***Southern New Jersey***: b3737.26
- ***Southeastern Pennsylvania (PA-MD Border)***: b3737.50
- ***New Jersey-Delaware ties***: b3737.37

The locations of these projects are shown in **Map 2**, below.

Map 2: SAA Project Locations by Status Under the Mutual Termination Agreement



Of the 42 projects that will be terminated, 29 projects[70] relate to the Larrabee Tri-Collector Solution.[71] The intention of the Larrabee Tri-Collector Solution was to be a coordinated transmission project that establishes a centralized onshore interconnection point and shared infrastructure to aggregate and deliver OSW generation to multiple points on the PJM grid. These

[70] As PJM describes above, the Larrabee Tri-Collector Solution consists of 32 SAA Projects located in central New Jersey. Of those 32 projects, one (1) project (b3737.41) has already been canceled and is thus reflected on Schedule 3 as described below; and two (2) projects (b3737.1 and b3737.60) are already completed and are thus reflected on Schedule 2 as described below.

[71] These transmission facilities include the SAA Projects that PJM has previously identified as "Category 1" SAA Projects in its communications with the NJBPU. *See In the Matter of Declaring Transmission to Support Offshore a Public Policy of the State of New Jersey*, Request for Clarification or, in the Alternative, Motion for Reconsideration or Rehearing of PJM Interconnection, L.L.C., NJBPU Docket No. QO20100630 (Aug. 28, 2025); *In the Matter of Declaring Transmission to Support Offshore a Public Policy of the State of New Jersey*, Request for Assurances Regarding State Agreement Approach Agreement, NJBPU Docket No. QO20100630 (Nov. 21, 2025).

projects would be located in close proximity to the OSW generators and the proposed Larabee Collector Station, and were therefore most affected by delays in the permitting and construction of OSW generation facilities. PJM has determined that terminating these projects is not harmful because they were developed to support the OSW generation that is now unlikely to materialize in the near-term. In absence of that generation, the projects do not provide corresponding system benefits, and canceling them avoids imposing unnecessary costs without compromising reliability.

With respect to the remaining 13 projects, these projects mitigated reliability violations on the existing transmission system associated with the OSW generation injections. PJM has not currently identified these 13 projects as either multi-driver projects or facilities that will impact queue projects, and therefore PJM intends to remove these projects from the Planning and interconnection cases, and will address any reliability violations determined as a result of the cancelation through the 2026 RTEP process. Specifically, Section 3 states that any reliability violations caused by the termination of the Schedule 1 projects will be identified and solved with new Reliability Projects in RTEP 2026. That is, PJM will further evaluate the impact of the termination of the Schedule 1 Projects as part of its ongoing 2026 RTEP cycle. To the extent that the termination of the Schedule 1 Projects results in any reliability violations through its established planning analyses, PJM will address them by seeking solutions for any such violations, and selecting appropriate reliability solutions as part of the ongoing RTEP cycle. This reconciliation in the upcoming 2026 RTEP cycle will ensure that the cancellation of these projects will not impact the schedule of the interconnection process studies or trigger a restudy of the Transition Cycle 2 cluster.

The NJBPU has agreed that New Jersey ratepayers will be responsible for the prudently-incurred costs associated with the SAA Projects designated for termination, with any such costs to

be determined in future proceedings before the Commission.[72] Those costs will be allocated according to the cost allocation methodology applicable to New Jersey SAA Projects as set forth in PJM Tariff, Schedule 12, Appendix C, section (1).

4. Section 4: Schedule 2 Projects

Section 4 identifies the SAA Projects that PJM has determined, and the NJBPU agrees, must be completed to maintain system reliability and avoid harming third parties (generation interconnection customers) who have relied on the SAA Projects to interconnect to PJM's system ("Schedule 2 Projects"). The Schedule 2 Projects are listed in Schedule 2 of the Mutual Termination Agreement and include the following projects in the following geographic regions:

- ***Larrabee Tri-Collector Solution***: b3737.1 and b3737.60
- ***Northern New Jersey***: b3737.38 and b3737.39
- ***Northeastern Pennsylvania***: b3737.45
- ***Southeastern Pennsylvania (PA-MD Border)***: b3737.47

The locations of these projects are shown in **Map 2**, above.

As discussed below, these projects must be completed because they are either (i) already completed, (ii) a Multi-Driver Project, or (iii) SAA Projects that are identified in an executed Generation Interconnection Agreement or otherwise relied upon by other projects in the interconnection process. Costs for Schedule 2 Projects will be allocated in accordance with the cost allocation methodology applicable to New Jersey SAA Projects as specified in PJM Tariff, Schedule 12, Appendix C, section (1).

[72] *See* Mutual Termination Agreement, section 3.

4.1 Section 4.1: Completed Projects

Section 4.1 provides that New Jersey ratepayers will remain responsible for the costs of three completed Schedule 2 Projects: b3737.1, b3737.45, and b3737.60. The NJBPU has agreed that it remains appropriate to honor its commitment under the Amended SAA Agreement to be responsible for the costs of these projects that it selected that are already in-service.[73]

4.2 Section 4.2: Multi-Driver Project

As part of the 2022 RTEP Window 3 process, PJM recognized that the Bramah Substation (b3737.47) could be expanded to address reliability violations for which PJM sought solutions during that window process. Accordingly, the Bramah Substation became a Multi-Driver Project, because it addressed both New Jersey public policy requirements and PJM Region reliability needs.[74] Consistent with Operating Agreement, Schedule 6, section 1.5.10(e) and Tariff, Schedule 12 section (b)(xiv)(B), PJM apportions the costs of an Incremental Multi-Driver Project by assigning a percentage of total costs to each identified driver, based on the estimated cost at the time the project was modified to address the additional driver. At the time PJM determined it would be the more efficient or cost effective solution to expand the Bramah Substation (b3737.47) – which was initially selected to address New Jersey's state Public Policy Requirements – to also address 2022 Window 3 reliability violations, PJM determined that 73.27% of the costs for the Bramah Substation were attributable to the public policy driver, while 26.73% of the costs were

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[73] *See* April 2026 Order at 8.

[74] The Bramah Substation was developed using the Incremental Method, pursuant to which PJM adds drivers to expand incrementally upon a single-driver solution already included in the RTEP. Specifically, PJM identifies a single-driver solution, and, based on further analysis, will determine whether to expand or enhance the single-driver solution incrementally to address a combination of drivers. If the PJM determines a Multi-Driver Project is a more efficient or cost effective solution for the combined drivers, PJM will replace the single-driver solution with the incremental solution.

attributable to the reliability driver. As such, 73.27% of the costs of b3737.47 are allocated pursuant to the cost allocation methodology applicable to SAA Projects set forth in Tariff, Schedule 12 - Appendix C, section (1), while 26.73% of the costs are allocated pursuant to the cost allocation methodology applicable to reliability projects set forth in Tariff, Schedule 12 section (b)(i)(A)(2)(a).

PJM Operating Agreement, Schedule 6, section 1.5.10(d) provides that if a state withdraws its support for the state public policy component of a Multi-Driver Project, PJM is obligated to re-evaluate the project to determine whether it can be removed or replaced.[75] If, however, PJM determines that the Multi-Driver Project must be retained and completed with the inclusion of the state public policy component, the withdrawing state remains responsible for its share of costs in accordance with the cost allocation methodology applicable to the state public policy component.[76]

SAA Project b3737.47 is designated in PJM's Tariff, Schedule 12, Appendix C as an Incremental Multi-Driver Project and thus is subject to the process described in PJM Operating Agreement, Schedule 6, section 1.5.10(d). PJM has determined that the entire scope of project b3737.47 is needed, and that the scope cannot be reduced nor can b3737.47 be removed from the RTEP. The NJBPU agrees that PJM's determination satisfies the requirements of Operating Agreement, Schedule 6, section 1.5.10(d). As such, PJM and the NJBPU have agreed that the apportionment of costs attributable to the state public policy component of b3737.47 will remain in place and the customers in New Jersey shall continue to be responsible for their share of

[75] Operating Agreement, Schedule 6, section 1.5.10(d)(i).

[76] *Id.* at section 1.5.10(d)(iv).

the Commission-accepted cost allocations as set forth in Tariff, Schedule 12.[77] That is, New Jersey customers will remain responsible for 73.27% of the actual costs of b3737.47.

4.3 Section 4.3: Additional Schedule 2 Projects

Section 4.3 states that none of the Schedule 2 Projects identified in an executed Generation Interconnection Agreement or otherwise relied upon by other projects in the interconnection process can be terminated. Those projects are b3737.38 and b3737.39. PJM and the NJBPU have agreed to include these two as Schedule 2 Projects to avoid unfairly shifting the costs of these projects to others.[78] The NJBPU further agreed that these projects should not be terminated, and that it remains appropriate to honor its commitment under the Amended SAA Agreement to be responsible for the costs of these projects for several reasons. First, the NJBPU found, "[b]ecause of the [NJBPU's] continued prioritization of in-state generation and capacity resources, New Jersey ratepayers will receive substantially the same benefit from b3737.38 and b3737.39 they would have if OSW development proceeded on the originally envisioned timeline."[79] The NJBPU further found that "by paying for the cost of b3737.38 and b3737.39, New Jersey ratepayers are receiving the benefit of facilitating the interconnection of three in-state generation and capacity investments that help achieve New Jersey's policy goals and provide much needed capacity and relief from PJM's market spikes."[80]

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[77] *See* April 2026 Order at 8-9 ("As b3737.47 must continue to meet the baseline reliability needs of the regional grid, New Jersey ratepayers remain responsible for all prudently incurred cost of its SAA Project component if it ultimately proves to be used and useful").

[78] This concept is recognized in the Amended SAA Agreement, section 9.2(c) (concerning unilateral termination by NJBPU), which requires the NJBPU to remain responsible for RTEP upgrades triggered by the transmission needs of interconnection customers that relied upon an SAA Project.

[79] April 2026 Order at 9.

[80] *Id.*

The Parties have agreed to include b3737.39 as a Schedule 2 Project, because it is listed in a Commission-accepted Generator Interconnection Agreement as an "Additional Contingent Facility."[81] As NJBPU explains, this project "will permit interconnection of the Two Rivers Storage project at the Bergen Generating Station in Ridgefield, which the [NJBPU] awarded in Tranche 1 of the Garden State Energy Storage Program on March 4, 2026 to help meet New Jersey's statutory storage targets."[82] Moreover, it is equitable to retain this project because once a baseline project is reflected in an executed interconnection agreement, it defines the scope of work required to ensure the generator can safely and reliably operate. The interconnection customer's cost responsibility, required upgrades, and overall project viability are determined based on that configuration. Removing the baseline project would require a replacement project that would be allocated as a reliability baseline project. The PJM load would be harmed by being subject to additional costs and the interconnection customer could be harmed by delays that were not contemplated at the time it executed the agreement as PJM seeks to assign a replacement baseline project. As such, PJM and the NJBPU agreed that it would be inequitable to impose such harm on the PJM load and an interconnection customer as a result of the termination of the Amended SAA Agreement.

Similarly, the Parties have agreed to include b3737.39 as a Schedule 2 Project, because PJM determined that removing it will cause generation deliverability (reliability) issues in the 2028 Planning base case. This project is required to be in-service prior to June 1, 2028 and is thus

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[81] *See PJM Interconnection, L.L.C.*, AF2-415 GIA SA no. 7344, Docket No. ER24-3034-000, at Specifications Section 3.0. The AF2-415 GIA, at Specifications Section 3.0, documents all work that must be completed prior to the generator being fully deliverable to the system. Section 3.0(d) states "Additional Contingent Facilities which **must be completed prior to Commercial Operation of the Generating Facility** or Merchant Transmission Facility," (emphasis added) and lists b3737.39 as an Additional Contingent Facility.

[82] April 2026 Order at 9.

incorporated in the 2028 Planning base cases – i.e., the cases on which interconnection Transition Cycle 2 requests are currently being evaluated. Two generation interconnection projects that are active in Transition Cycle 2 (AH1-715 and AH1-722) elected to enter Transition Cycle 2 – for which applications were due in December 2024 – to increase the capability of existing generators at the Linden substation.[83] Those two active generation interconnection projects will be impacted by the generation deliverability issues caused by the removal of b3737.38. Similar to b3737.39, PJM and the NJBPU agreed that it would be inequitable to impose harm on the interconnection customers as a result of the termination of the Amended SAA Agreement.

5. Section 5: Schedule 3 Projects

Section 5 explains that Schedule 3 of the Mutual Termination Agreement, entitled "Cancelled Projects," memorializes the prior cancellation of ten SAA Projects before execution of the Mutual Termination Agreement. The Schedule 3 Projects are listed in Schedule 3 of the Mutual Termination Agreement and include the following projects in the following geographic areas:

- ***Larrabee Tri-Collector Solution***: b3737.41
- ***Southern New Jersey***: b3737.24 and b3737.25
- ***Philadelphia***: b3737.23
- ***Southeastern Pennsylvania (PA-MD Border)***: b3737.46, b3737.48, b3737.49, b3737.51, b3737.52, and b3737.56

The locations of these projects are shown in **Map 2**, above.

[83] *See id.* ("Project b3737.38 will support two uprates at existing natural gas generating facilities").

6. Section 6: SAA Project Cost Recovery

Section 6 states that nothing in the Mutual Termination Agreement prejudges whether any costs associated with any of the SAA Projects were prudently incurred, which will be addressed in any required rate filings with the relevant regulatory authority. The Mutual Termination Agreement does not remove any rights the Parties – or any other interested party – may have to protest, challenge, or support the recovery of costs or incentives sought by SAA Projected Designated Entities in rate proceedings before the Commission.

7. Section 7: Termination or Modification of DEAs

Section 7 provides that at the first Transmission Enhancement Advisory Committee ("TEAC") meeting following the execution of the Mutual Termination Agreement, PJM will announce that it will recommend to the PJM Board of Managers the immediate removal of Schedule 1 Projects from the RTEP upon Commission acceptance of the Mutual Termination Agreement. The Mutual Termination Agreement will not be read to require PJM to deviate from its normal business practices for DEA termination or modification based on Schedule 6, sections 1.5.8(d), (i), and (j) of the PJM Operating Agreement, and sections 9.1 and 9.2 of PJM Manual 14F.

8. Section 8: Counterparts

Section 8 provides that the Mutual Termination Agreement may be executed in two or more counterparts.

9. Section 9: Conflicts with PJM Governing Documents

Section 9 states that the terms and conditions set forth in the PJM Tariff and Operating Agreement will control in the case of any conflicts or inconsistencies between the terms and conditions of the Mutual Termination Agreement and those contained in the PJM Tariff or Operating Agreement.

10. Section 10: Notices

Section 10 sets forth the persons to whom notice should be provided under the Mutual Termination Agreement and the methods for delivering said notice.

11. Section 11: Incorporation of the PJM Tariff and Operating Agreement

Section 11 explains that all portions of the PJM Tariff and Operating Agreement pertinent to the Mutual Termination Agreement that have not been made part of the Mutual Termination Agreement are incorporated therein.

12. Section 12: Governing Law, Regulatory Authority and Rules

Section 12 states that the applicable provisions of the Federal Power Act and federal law, and the laws of the State of Delaware where not in conflict with federal law, govern the validity, interpretation, and enforcement of the Mutual Termination Agreement and its provisions. Section 12 further provides that the Commission is the exclusive forum for actions arising out of or relating to the Mutual Termination Agreement.

13. Section 13: No Partnership

Section 13 states that the Mutual Termination Agreement does not create an association, joint venture, agency relationship, or partnership between the parties or impose any partnership obligation or partnership liability upon either party and that neither party will have the 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.

14. Section 14: Modifications and Standard of Review

Section 14 provides that the parties to the Mutual Termination Agreement do not consent to FERC modifying the agreement and that neither party may unilaterally modify the Mutual Termination Agreement.

III. REQUEST FOR A COMMISSION ORDER ACCEPTING THE MUTUAL TERMINATION AGREEMENT BY JUNE 23, 2026

PJM requests that the Commission issue an order accepting the Mutual Termination Agreement no later than June 23, 2026. As PJM explains above, the Mutual Termination Agreement states that it will be rendered void if it is not accepted by the Commission by that date. As PJM explains above, regulatory certainty regarding the status of the SAA Projects is necessary to support ongoing planning processes. Specifically, PJM is preparing to open the next RTEP competitive proposal window in July, and the subsequent interconnection cycle studies will commence shortly thereafter. Absent Commission acceptance of the Mutual Termination Agreement by that time, the agreement will become void and the projects must remain in the RTEP models. This outcome would not only expose New Jersey customers to the risk of additional costs, but also negatively impact transmission developers and interconnection queue customers who would be required to make decisions based on uncertain system conditions. Commission acceptance of the Mutual Termination Agreement by June 23, 2026 will avoid these harms and ensure that PJM's planning processes proceed based on accurate and stable assumptions.[84]

IV. PROPOSED EFFECTIVE DATE AND REQUEST FOR WAIVER OF THE 60-DAY NOTICE PERIOD

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 Mutual Termination Agreement. Specifically, PJM requests that the Commission waive its prior notice requirement

[84] For the avoidance of doubt, if the Commission does not issue an order *accepting* the Mutual Termination Agreement by June 23, 2026, the agreement will become void by its terms. If the Commission issues a deficiency notice resulting in an extension of the date for Commission action beyond June 23, 2026, the Mutual Termination Agreement will be void, and the SAA Projects will remain in the RTEP models for the upcoming competitive window and interconnection cycles.

to permit the requested Effective Date of April 24, 2026, *i.e.*, one day after this filing.[85] PJM respectfully submits that good cause exists to grants this requested Effective Date. Prompt effectiveness is necessary to provide certainty to SAA Project developers, for participants in the upcoming RTEP proposal window, and interconnection customers and developers regarding the status of the affected projects and the assumptions that will be used in PJM's planning and interconnection processes. Absent such certainty, these stakeholders would be required to proceed based on potentially inaccurate or outdated assumptions. Granting the requested Effective Date will also benefit New Jersey customers by avoiding the continued risk of incurring costs associated with SAA Projects that are no longer expected to be needed in the near-term. Accordingly, the Commission should find that good causes exists to permit an Effective Date of April 24, 2026, as requested.

To the extent the Commission does not grant waiver of the prior notice requirement, PJM respectfully requests that the Commission make the Mutual Termination Agreement effective as of June 23, 2026, which is 61 days after the date of this filing.

Additionally, PJM requests that the Commission accept this notice of termination of the Amended SAA Agreement as of the Effective Date of the Mutual Termination Agreement.

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[85] *See, e.g., Midcontinent Indep. Sys. Operator, Inc.,* 193 FERC ¶ 61,127, at PP 13, 60 (2025) (waiving the requirements of 18 C.F.R. § 35.3(a)(1) to allow for an effective date one day after filing because it would provide certainty to market participants); *PJM Interconnection, L.L.C.,* 190 FERC ¶ 61,084, at P 270 (2025) (granting PJM an effective date one day after the filing of its Reliability Resource Initiative proposal because it demonstrated that a later effective date would either delay Transition Cycle #2 or result in projects waiting to be studied in Cycle #1 of its interconnection procedures); *Sentinel Energy Ctr., LLC,* 189 FERC ¶ 61,177, at P 14 (2024) (finding good cause for waiver of prior notice requirements, allowing an amended agreement to take effect one day after filing, "in order for the parties to receive the benefit of certain provisions of the Amended Agreement").

Aligning the effective dates will ensure a seamless transition from the termination of the Amended SAA Agreement to the implementation of the Mutual Termination Agreement.

V. OTHER WAIVERS REQUESTED

To the extent necessary, PJM respectfully requests waiver of any requirements of Part 35 of the Commission's regulations, 18 C.F.R. Part 35, that may not be satisfied by this filing, as well as any other Commission regulations or Governing Document provisions that could otherwise preclude acceptance of the Mutual Termination Agreement as proposed herein.

VI. DOCUMENTS ENCLOSED

PJM encloses the following:

1. This transmittal letter;

2. Attachment A: Mutual Termination Agreement, including Schedules 1, 2 and 3.

3. Attachment B: The currently-effective Amended SAA Agreement, Rate Schedule FERC No. 49.

4. Attachment C: The signature pages of the Parties to the Mutual Termination Agreement in PDF format.

VII. CORRESPONDENCE AND COMMUNICATIONS

Correspondence and communications with respect to this filing should be sent to the following persons:[86]

[86] To the extent necessary, PJM respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure to permit more than two names for service on the official service list for this proceeding.

Craig Glazer
Vice President – Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W. Suite 600
Washington, DC 20005
(202) 423-4743
craig.glazer@pjm.com

Jessica M. Lynch
Associate General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
(267) 563-3688
jessica.lynch@pjm.com

Aspassia V. Staevska
Senior Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
(484) 401-4931
aspassia.staevska@pjm.com

John Lee Shepherd, Jr.
Kenneth R. Carretta
Blake Grow
Hunton Andrews Kurth LLP
2200 Pennsylvania Avenue, NW
Washington, DC 20037
(202) 419-2135
(202) 778-2212
(202) 955-1991
jshepherd@hunton.com
kcarretta@hunton.com
bgrow@hunton.com

VIII. SERVICE

PJM has served a copy of this filing on all PJM Members and on all state utility regulatory commissions in the PJM Region by posting this filing electronically. In accordance with the Commission's regulations,[87] PJM will post a copy of this filing to the FERC filings section of its internet site, located at the following link: https://www.pjm.com/library/filing-order with a specific link to the newly-filed document, and will send an e-mail on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region[88] alerting them that this filing has been made by PJM and is available by following such link. If the document is

[87] *See* 18 C.F.R. §§ 35.2(e); 385.2010(f)(3).

[88] PJM already maintains, updates and regularly uses e-mail lists for all PJM Members and affected state commissions.

not immediately available by using the referenced link, the document will be available through the referenced link within 24 hours of the filing. Also, a copy of this filing will be available on the Commission's eLibrary website located at the following link: http://www.ferc.gov/docsfiling/elibrary.asp in accordance with the Commission's regulations and Order No. 714.

IX. CONCLUSION

For the reasons set forth above, PJM respectfully requests that the Commission (i) accept the Mutual Termination Agreement effective as of April 24, 2026 and (ii) accept this notice of termination of the Amended SAA Agreement as of the Effective Date of the Mutual Termination Agreement.

Respectfully submitted,

/s/ John Lee Shepherd, Jr.

John Lee Shepherd, Jr.
Kenneth R. Carretta
Blake Grow
Hunton Andrews Kurth LLP
2200 Pennsylvania Avenue, NW
Washington, DC 20037
(202) 419-2135
(202) 778-2212
(202) 955-1991
jshepherd@hunton.com
kcarretta@hunton.com
bgrow@hunton.com

Counsel for PJM Interconnection, L.L.C.

Craig Glazer
Vice President – Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W. Suite 600
Washington, DC 20005
(202) 423-4743
craig.glazer@pjm.com

Jessica M. Lynch
Associate General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
(267) 563-3688
jessica.lynch@pjm.com

Aspassia V. Staevska
Senior Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
(484) 401-4931
aspassia.staevska@pjm.com

April 23, 2026

Cc: Bob Brabston, NJBPU, Executive Director
Ava-Marie Madeam, NJBPU, General Counsel
Katharine Perry, NJBPU, Deputy Director
Sherri Golden, NJBPU, Secretary of the Board

Attachment A:
Mutual Termination Agreement

MUTUAL AGREEMENT TO TERMINATE THE AMENDED AND RESTATED STATE AGREEMENT APPROACH AGREEMENT

by and between

PJM Interconnection, L.L.C.
and the
New Jersey Board of Public Utilities

This Mutual Agreement to Terminate the Amended and Restated State Agreement Approach Agreement, Rate Schedule FERC No. 49 (hereinafter, "Mutual Termination Agreement"), is entered into by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (hereinafter, "Transmission Provider" or "PJM"), and the New Jersey Board of Public Utilities ("NJBPU"), 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 the New Jersey Legislature authorized the NJBPU 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, Governor Philip Murphy of New Jersey signed Executive Order No. 08 (Jan. 31, 2018) and Executive Order No. 92 (Nov. 19, 2019) (the "New Jersey Executive Orders") to establish New Jersey's public policy goals for facilitating the development of offshore wind generation ("NJ OSW Generation"), from 3,500 MW by 2030, and to 7,500 MW by 2035 (the "New Jersey Public Policy Goals");

WHEREAS, PJM and the NJBPU entered into the State Agreement Approach Study Agreement among PJM and the NJBPU, Original Service Agreement No. 5980, effective November 18, 2020, accepted by the Federal Energy Regulatory Commission ("FERC") in FERC Docket No. ER21-689 ("SAA Study Agreement");

WHEREAS, PJM and the NJBPU entered into the State Agreement Approach Agreement, Rate Schedule FERC No. 49, in which NJBPU agreed that New Jersey customers would be responsible for the costs of any transmission facilities selected by the NJBPU to achieve New Jersey Public Policy Goals ("Initial SAA Agreement"), and FERC accepted that agreement effective April 15, 2022 in FERC Docket No. ER22-902 ("Initial SAA Agreement Order");

WHEREAS, PJM opened a competitive proposal window under the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement"), Schedule 6, section 1.5.8(c), resulting in the identification of potential projects for inclusion in the Regional Transmission Expansion Plan ("RTEP") to address New Jersey's Public Policy Goals;

WHEREAS, on October 26, 2022, the NJBPU issued an order in NJBPU Docket No. QO20100630 ("SAA Project Selection Order") selecting a series of onshore transmission facilities necessary to accommodate the delivery of NJ OSW Generation (the "SAA Projects");

WHEREAS, on December 2, 2022, FERC issued an order in FERC Docket No. ER22-2690 ("SAA Project Cost Allocation Order") 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 NJBPU;

WHEREAS, PJM and the NJBPU entered into the Amended and Restated State Agreement Approach Agreement ("Amended SAA Agreement"), designated Rate Schedule FERC No. 49, accepted by FERC in Docket No. ER23-775, which revised the Initial SAA Agreement to incorporate FERC's SAA Project Selection Order and SAA Project Cost Allocation Order;

WHEREAS, the SAA Projects are currently listed in PJM's Tariff, at Schedule 12 – Appendix C, section (1);

WHEREAS, PJM has entered into FERC-accepted Designated Entity Agreements ("DEAs") with the entities that were designated the responsibility to construct, own, operate, maintain, and finance the SAA Projects ("SAA Project Designated Entities"), where such DEAs govern the rights and obligations as between PJM and the SAA Project Designated Entities and provide for, among other things, development milestones for construction activities and in-service deadlines for the SAA Projects;

WHEREAS, the government of the United States has taken steps that negatively affect the potential for New Jersey to achieve the New Jersey Public Policy Goals, including, among other things, a January 20, 2025 Executive Order placing a moratorium on leasing on the Outer Continental Shelf, a July 7, 2025 Executive Order announcing a policy to end taxpayer support for wind and solar energy, and Secretary of the Interior Order No. 3437 issued July 30, 2025, which temporarily withdrew certain areas from offshore leasing for offshore wind projects ("Federal OSW Actions");

WHEREAS, by order dated August 13, 2025, the NJBPU found it is in the best interest of the state of New Jersey and its ratepayers to delay some, or all, expenditures related to the SAA Projects and requested that PJM delay the SAA Projects' in-service dates by two-and-one-half-years, until January 1, 2033;

WHEREAS, by order dated April 22, 2026, the NJBPU found it is in the best interest of the state of New Jersey and its ratepayers to enter into a mutual agreement with PJM to terminate the Amended SAA Agreement and authorized the NJBPU President to sign the agreement on its behalf;

WHEREAS, PJM and the NJBPU, acting on behalf of the state of New Jersey, have agreed that the Federal OSW Actions make it infeasible to achieve New Jersey's Public Policy Goals within the timelines contemplated in the New Jersey Executive Orders, the Amended SAA Agreement, or the DEAs;

WHEREAS, termination of the Amended SAA Agreement would reduce New Jersey customers' cost responsibility associated with the SAA Projects;

WHEREAS, termination of the Amended SAA Agreement would allow PJM to make the transmission headroom available to facilitate the interconnection of more viable new generation, and would improve the accuracy of modeling in the PJM RTEP to the benefit of New Jersey and all PJM market participants; and

WHEREAS, this Mutual Termination Agreement is entered into in accordance with Amended SAA Agreement sections 9.1 and 9.2 and Operating Agreement, Schedule 6, section 1.5.9.

NOW THEREFORE, in consideration of the premises, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions**. Capitalized terms used and defined in this Mutual Termination Agreement shall have the meaning set forth in this Mutual Termination Agreement. Capitalized terms used and not defined in this Mutual Termination Agreement but defined in other provisions of the Tariff, Operating Agreement or Reliability Assurance Agreement (collectively, "Governing Documents") shall have the meaning set forth therein. 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.

2. **Termination of Amended SAA Agreement**. PJM and the NJBPU hereby exercise their rights under section 9.2 of the Amended SAA Agreement to mutually terminate the Amended SAA Agreement, subject to the agreements below. This Mutual Termination Agreement shall take effect as of the date it is accepted by FERC ("Effective Date"). This Mutual Termination Agreement will be rendered void if not accepted by FERC by June 23, 2026.

3. **Schedule 1 Projects**. PJM has determined, and the NJBPU agrees, that the SAA Projects identified in Schedule 1 hereto shall be terminated and removed from the PJM RTEP models as of the Effective Date ("Schedule 1 Projects"). Pursuant to Operating Agreement, Schedule 6, section 1.5.9, the Initial SAA Agreement Order, and the SAA Project Cost Allocation Order, and subject to section 6 of this Mutual Termination Agreement, customers in New Jersey remain responsible for the prudently-incurred costs of Schedule 1 Projects pursuant to the FERC-accepted cost allocation assignments set forth in Tariff, Schedule 12 – Appendix C, section (1). These cost assignments are updated every year to reflect the prior year's load ratio share pursuant to Tariff, Schedule 12, section (c)(4). Any reliability violations caused by the termination of these Schedule 1 Projects will be identified and solved with new Reliability Projects in RTEP 2026.

4. **Schedule 2 Projects**. PJM has also determined, and the NJBPU agrees, that the SAA Projects identified in Schedule 2 hereto must be completed because they are either (i) already completed, (ii) a Multi-Driver Project, or (iii) SAA Projects that are identified in an executed Generation Interconnection Agreement or otherwise relied upon by other projects in the interconnection process ("Schedule 2 Projects"). Costs for Schedule 2 Projects shall be allocated as specified in PJM Tariff, Schedule 12 - Appendix C, section (1).

4.1. **Completed Projects**. Customers in New Jersey remain responsible for the costs of 3 completed SAA Projects: b3737.1, b3737.45, and b3737.60.

4.2. **Multi-Driver Project**. PJM has determined, and NJBPU agrees, that Multi-Driver Project b3737.47 must be retained in the RTEP and completed with both the State Public Policy and reliability components, and that the NJBPU shall remain responsible for 73.27 percent of the costs of that project as set forth in Tariff, Schedule 12 – Appendix C, section (1). PJM and NJBPU further agree that PJM's determination satisfies the process set forth in Operating Agreement, Schedule 6, section 1.5.10(d).

4.3. **Additional Schedule 2 Projects**. None of the Schedule 2 Projects described in section 4(iii) can be terminated.

5. **Schedule 3 Projects**. Schedule 3 memorializes the prior cancellation of 10 SAA Projects before execution of this Mutual Termination Agreement.

6. **SAA Project Cost Recovery**. Nothing in this Mutual Termination Agreement prejudges whether any costs associated with any of the SAA Projects were prudently incurred, which shall be addressed in any required rate filings with the relevant regulatory authority. This Mutual Termination Agreement does not remove any rights the Parties may have to protest, challenge, or support the recovery of costs or incentives sought by SAA Project Designated Entities in rate proceedings before FERC.

7. **Termination or Modification of DEAs**. At the first Transmission Enhancement Advisory Committee meeting following the execution of this Mutual Termination Agreement, PJM shall announce that it will recommend to the PJM Board of Managers the immediate removal of Schedule 1 Projects from the RTEP upon FERC acceptance of this Mutual Termination Agreement. Nothing herein shall be read as requiring PJM to deviate from its normal business practices for DEA termination or modification based on Schedule 6, sections 1.5.8(d), (i), and (j) of the PJM Operating Agreement, and sections 9.1 and 9.2 of PJM Manual 14F.

8. **Counterparts**. This Mutual Termination 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.

9. **Conflicts with PJM Governing Documents**. In the event of any conflicts or inconsistencies between the terms and conditions of this Mutual Termination 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.

10. **Notices**. Any notice, demand, or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered, or delivered by 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.

PJM

Jason P. Connell
Vice President – Planning
Jason.Connell@pjm.com

With a copy to:

Jessica M. Lynch
Associate General Counsel
Jessica.Lynch@pjm.com

NJBPU

Bob Brabston
Executive Director
Robert.Brabston@bpu.nj.gov

With a copy to:

Ava-Marie Madeam
General Counsel
AvaMarie.Madeam@bpu.nj.gov

And

Katharine Perry
Deputy Director
Katharine.Perry@bpu.nj.gov

11. **Incorporation of the 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 Mutual Termination Agreement and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

12. **Governing Law, Regulatory Authority and Rules**. The validity, interpretation, and enforcement of this Mutual Termination Agreement and each of its provisions shall be governed by the applicable provisions of the Federal Power Act and federal law, and where not in conflict with federal law, the laws of the State of Delaware. FERC is the exclusive forum for actions arising out of or relating to this Agreement.

13. **No Partnership**. This Mutual Termination 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.

14. **Modifications and Standard of Review**. The Parties do not consent to modification of this Mutual Termination Agreement by FERC. Neither Party may unilaterally modify this Mutual Termination Agreement, which is a voluntary agreement.

IN WITNESS WHEREOF, the Parties have caused this Mutual Termination 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 Party and have actual and/or apparent authority to bind the respective Party to this Mutual Termination Agreement.

PJM:

By: */s/ Fredick S. Bresler*		4/22/2026
Frederick S. Bresler III	Chief Operating Officer	Date

NJBPU:

By: */s/ Christine Guhl-Sadovy*		4/22/2026
Christine Guhl-Sadovy	President of the NJBPU	Date

Schedule 1

Schedule 1 Projects		
Upgrade ID	**Description**	**Designated Entity**
b3737.2	Larrabee substation – 230 kV equipment for direct connection.	JCPL
b3737.3	Lakewood Generator substation – Update relay settings on the Larrabee 230 kV line.	JCPL
b3737.4	B54 Larrabee-South Lockwood 34.5 kV line transfer.	JCPL
b3737.5	Larrabee Collector station-Larrabee 230 kV new line.	JCPL
b3737.6	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.	JCPL
b3737.7	Rebuild G1021 Atlantic-Smithburg 230 kV line between the Larrabee and Smithburg substations as a double circuit 500 kV/230 kV line.	JCPL
b3737.8	Smithburg substation 500 kV expansion to 4-breaker ring.	JCPL
b3737.9	Larrabee substation upgrades.	JCPL
b3737.10	Atlantic 230 kV substation – Convert to double-breaker double-bus.	JCPL
b3737.11	Freneau substation – Update relay settings on the Atlantic 230 kV line.	JCPL
b3737.12	Smithburg substation – Update relay settings on the Atlantic 230 kV line.	JCPL
b3737.13	Oceanview substation – Update relay settings on the Atlantic 230 kV lines.	JCPL
b3737.14	Red Bank substation – Update relay settings on the Atlantic 230 kV lines.	JCPL
b3737.15	South River substation – Update relay settings on the Atlantic 230 kV line.	JCPL
b3737.16	Larrabee substation – Update relay settings on the Atlantic 230 kV line.	JCPL
b3737.17	Atlantic substation – Construct a new 230 kV line terminal position to accept the generator lead line from the offshore wind Larrabee Collector station.	JCPL
b3737.18	G1021 (Atlantic-Smithburg) 230 kV upgrade.	JCPL
b3737.19	R1032 (Atlantic-Larrabee) 230 kV upgrade.	JCPL
b3737.20	New Larrabee Collector station-Atlantic 230 kV line.	JCPL
b3737.21	Larrabee-Oceanview 230 kV line upgrade.	JCPL
b3737.22	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 480 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	MAOD

	generation. Land should be suitable to accommodate installation of four individual converters to accommodate circuits with equivalent rating of 1400 MVA at 400 kV. Additional scope includes three sets of AC collector lines from the LCS to the offshore wind converter station area.	
b3737.26	Upgrade Cardiff-New Freedom 230 kV by modifying existing relay setting to increase relay limit.	AEC
b3737.27	Rebuild approximately 0.8 miles of the D1018 (Clarksville-Lawrence 230 kV) line between Lawrence substation (PSEG) and structure No. 63.	JCPL
b3737.28	Reconductor Kilmer I-Lake Nelson I 230 kV.	JCPL
b3737.29	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.	JCPL
b3737.30	Add third Smithburg 500/230 kV transformer.	JCPL
b3737.31	Additional reconductoring required for Lake Nelson I-Middlesex 230 kV.	JCPL
b3737.32	Rebuild Larrabee-Smithburg No. 1 230 kV.	JCPL
b3737.33	Reconductor Red Oak A-Raritan River 230 kV.	JCPL
b3737.34	Reconductor Red Oak B-Raritan River 230 kV.	JCPL
b3737.35	Reconductor small section of Raritan River-Kilmer I 230 kV.	JCPL
b3737.36	Replace substation conductor at Kilmer and reconductor Raritan River-Kilmer W 230 kV.	JCPL
b3737.37	Add a third set of submarine cables, rerate the overhead segment, and upgrade terminal equipment to achieve a higher rating for the Silver Run-Hope Creek 230 kV line.	LS Power (Silver Run Electric)
b3737.40	Windsor to Clarksville subproject: Reconductor one span of the C1017 (Clarksville-Windsor) 230kV line from structure #126 to Windsor Substation with double bundled 1590 ACSR conductor, approximately (0.1) mile.	JCPL
b3737.42	Upgrade inside plant equipment at Lake Nelson I 230 kV.	PSEG
b3737.43	Upgrade Kilmer W-Lake Nelson W 230 kV line drop and strain bus connections at Lake Nelson 230 kV.	PSEG
b3737.44	Upgrade Lake Nelson-Middlesex-Greenbrook W 230 kV line drop and strain bus connections at Lake Nelson 230 kV.	PSEG
b3737.50	Bring the Peach Bottom-Delta York 500 ‘5034’ kV line “in and out” of Bramah substation by partially demolishing the 5034 line to construct a new Peach Bottom-Bramah-Delta York 500 kV line, with 0.87 miles of cut-in and cut-out lines.	PECO
b3737.53	Remove the existing E83 line 115 kV (not in-service) to accommodate the new 500 kV/230 kV lines (~ 7.7 miles).	JCPL
b3737.54	Remove the existing H2008 Larrabee-Smithburg No. 2 230 kV to accommodate the new 500 kV/230 kV lines.	JCPL

b3737.55	Middlesex substation 230 kV – Replace the 2000A circuit switcher at Middlesex switch point for the Lake Nelson I1023 230 kV exit.	JCPL
b3737.59	Windsor to Clarksville subproject: Upgrade terminal equipment at Windsor 230 kV.	JCPL

Schedule 2

Schedule 2 Projects		
Upgrade ID	**Description**	**Designated Entity**
Section 4.1 - Completed Projects		
b3737.1	Larrabee substation – Reconfigure substation.	JCPL
b3737.45	Reconductor 0.33 miles of PPL's portion of the Gilbert-Springfield 230 kV line.	PPL
b3737.60	Perform a Pre-build Infrastructure evaluation study in alignment with the NJBPU Solicitation Guidance Document requirements.	MAOD
Section 4.2 – Multi-Driver Project		
b3737.47	Build New North Delta 500 kV substation (four bay breaker and half configuration) - the substation will include 12 - 500kV breakers and one 500/230 kV transformer, will allow the termination of six - 500 kV lines.	Transource
Section 4.3 – Additional Interconnection-Related Projects		
b3737.38	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.	PSEG
b3737.39	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 foundations and modify and extend bus work.	PSEG

Schedule 3

Cancelled Projects		
Upgrade ID	**Description**	**Designated Entity**
b3737.23	Rebuild the underground portion of Richmond-Waneeta 230 kV.	PECO
b3737.24	Upgrade Cardiff-Lewis 138 kV by replacing 1590 kcmil strand bus inside Lewis substation.	AEC
b3737.25	Upgrade Lewis No. 2-Lewis No. 1 138 kV by replacing its bus tie with 2000 A circuit breaker.	AEC
b3737.41	Windsor to Clarksville subproject: Upgrade terminal equipment at Clarksville 230 kV.	PSEG
b3737.46	Install a new breaker at Graceton 230 kV substation to terminate a new 230 kV line from the new greenfield North Delta station	BGE
b3737.48	Build a new North Delta-Graceton 230 kV line by rebuilding 6.26 miles of the existing Cooper-Graceton 230 kV line to double circuit. Cooper-Graceton is jointly owned by PECO & BGE. This subproject is for PECO's portion of the line rebuild which is 4.1 miles.	PECO
b3737.49	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.	PECO
b3737.51	Replace four 63 kA circuit breakers "205," "235," "225" and "255" at Peach Bottom 500 kV with 80 kA.	PECO
b3737.52	Replace one 63 kA circuit breaker "B4" at Conastone 230 kV with 80 kA.	BGE
b3737.56	Build a new North Delta-Graceton 230 kV line by rebuilding 6.26 miles of the existing Cooper-Graceton 230 kV line to double circuit. Cooper-Graceton is jointly owned by PECO & BGE. This subproject is for BGE's portion of the line rebuild, which is 2.16 miles.	BGE

Attachment B:
Amended and Restated State Agreement Approach Agreement, Rate Schedule FERC No. 49

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 been 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 Cancelation. 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

Vice President – Planning
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403-2497
custsvc@pjm.com

With a copy to PJM's General Counsel (Chris.OHara@pjm.com)

NJ BPU

NJ BPU
Chief Counsel
New Jersey Board of Public Utilities
44 South Clinton Ave.
Trenton, NJ 08625
abe.silverman@bpu.nj.gov

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.

IN WITNESS WHEREOF, the Parties have caused this 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 Party and have actual and/or apparent authority to bind the respective Party to this Agreement.

Transmission Provider:

By:	*/s/ Kenneth Seiler*	Vice President, Planning, PJM	January 5, 2023
	Name	Title	Date

Printed name of signer: Kenneth Seiler

NJ BPU: (on behalf of the NJ BPU and the staff of the NJ BPU)

By:	*/s/ Joseph Fiordaliso*	President, NJ BPU	January 5, 2023
	Name	Title	Date

Printed name of signer: Joseph Fiordaliso

Rate Schedules – SAA Agreement –Rate Schedule FERC No. 49

APPENDIX A

NJ BPU Offshore Wind Solicitation Schedule

Solicitation	Capability Target (MW)	Capability Awarded	Issue Date	Submittal Date	Solicitation Award Date	Estimated Commercial Operation Date
1	1,100*	1,100	Q3 2018	Q4 2018	Q2 2019	2024-25
2	1,200**	2,658	Q3 2020	Q4 2020	Q2 2021	2027-29
3	1,200	N/A	Q3 2022	Q4 2022	Q2 2023	2030
4	1,200	N/A	Q2 2024	Q3 2024	Q1 2025	2031
5	1,342	N/A	Q2 2026	Q3 2026	Q1 2027	2033

** Solicitation 1: Incorporates the injection of a combined total of 1,100 MW at the Oyster Creek 230 kV substation and the BL England 138 kV substation, and is not part of the NJ SAA Process.*

***Solicitation 2 was awarded on June 30, 2021, with a total capability of 2,658 MW. Nothing shall limit the ability of the NJ BPU, upon reasonable prior notice to PJM, to assign a portion of the SAA Capability created by a SAA Project to an OSW Generator selected by NJ BPU under Solicitation 2.*

APPENDIX B

APPENDIX: RELIABILITY ANALYSIS TO SUPPORT 2021 NJ OFFSHORE WIND SAA TRANSMISSION PROPOSAL WINDOW

Scope: 2028 Summer Reliability Analysis; 2028 Winter Reliability Analysis; 2028 Light Load Reliability Analysis; 2035 Long-Term Deliverability Analysis

PJM seeks technical solutions, also called proposals, to resolve potential reliability criteria violations on PJM facilities in accordance with all applicable planning criteria (PJM, NERC, SERC, RFC, and Local Transmission Owner criteria).

Criterion Applied by PJM for this Proposal Window

- 2028 Summer Baseline Thermal and Voltage N-1 Contingency Analysis
- 2028 Summer Generator Deliverability and Common Mode Reliability Analysis
- 2028 Summer Load Deliverability Thermal and Voltage Analysis
- 2028 Summer N-1-1 Thermal and Voltage Analysis and Voltage Collapse
- 2028 Winter Baseline Thermal and Voltage N-1 Contingency Analysis
- 2028 Winter Generator Deliverability and Common Mode Reliability Analysis
- 2028 Winter Load Deliverability Thermal and Voltage Analysis
- 2028 Winter N-1-1 Thermal and Voltage Analysis and Voltage Collapse
- 2028 Light Load Baseline Thermal and Voltage N-1 Contingency Analysis
- 2028 Light Load Generator Deliverability and Common Mode Reliability Analysis
- 2028 FERC Form 715 Analysis
- 2035 Long-Term Deliverability Analysis
- 2025 Stability Analysis
- 2025 Short Circuit Analysis

Terminology for Proposal Windows

Through the analyses listed above, PJM has compiled a list of criteria violations unique to the set of injection locations and amounts identified for the Public Policy Projects identified in the SAA Proposal Window Overview document. This will be referred to as the default set of POIs. The violations and the impacted facilities are identified by a table of flowgates. Descriptions of the column headings are provided below. Different analyses often use different column headings.

Typical thermal analysis column headings:

Column Heading	Title	Description
FG #	Flowgate Number	A sequential numbering of the identified potential violations
Fr Bus	From Bus Number	PSSE model bus number corresponding to one end of line identified as a potential violation
Fr Name	From Bus Name	PSSE model bus name corresponding to one end of line identified as a potential violation
To Bus	To Bus Number	PSSE model bus number corresponding to other end of line identified as a potential violation
To Name	To Bus Name	PSSE model bus name corresponding to other end of line identified as a potential violation
Monitored Facility	Monitored Facility	The circuit on which a potential violation is occurring
Base Rate (MVA)	Base Rate (MVA)	Normal Facility Rating (Rate A)
% Overload	Percentage Overload	Percentage above corresponding Facility Rating
CKT	Circuit ID	Circuit number of identified potential violation
KVs	Kilovolt level (A/B)	Kilovolt level of both sides of potential violation, if A does not equal B, potential violation is a transformer
Areas	Area Numbers (A/B)	Area numbers of both ends of potential violation (A=From Bus Area Number, B=To Bus Area Number) If A does not equal B, potential violation is a tie line
Rating	Facility Rating	Applicable thermal rating (MVA) of facility
DC Ld(%)	Direct Current Loading percentage	Percentage above Facility Rating determined from DC testing
AC Ld(%)	Alternating Current Loading percentage	Percentage above Facility Rating determined from AC testing
Cont Type	Contingency Type	Contingency categorization (e.g., Single, Bus, Line_FB, Tower)

Cont Name	Contingency Name	Contingency name as identified in associated contingency file or embedded in the spreadsheet
Contingency	Contingency	Contingency description
Violation Date	Violation Date	Date on which violation is expected to occur
Analysis Case	Analysis Case	Case title to use in replicating analysis

Typical voltage analysis column headings:

Column Heading	Title	Description
FG #	Flowgate Number	A sequential numbering of the identified potential violations
Bus #	Bus Number	PSSE model bus number corresponding to bus identified as a potential violation
KVs	Kilovolt level	Kilovolt level of bus identified as potential violation
Area	Area Number	Area number of bus identified as potential violation
ContVolt	Contingency Voltage (P.U.)	Per Unit Voltage at identified bus after contingency is applied
BaseVolt	Basecase Voltage (P.U.)	Per Unit Voltage at identified bus before contingency is applied
Low Limit	Low Voltage Limit(P.U.)	Threshold of Per Unit Low voltage, if ContVolt is under this limit, a potential violation is identified
Upper Limit	High Voltage Limit(P.U.)	Threshold of Per Unit High voltage, if ContVolt is over this limit, a potential violation is identified
Cont Type	Contingency Type	Contingency categorization (e.g., Single, Bus, Line_FB, Tower)
Vdrop (%)	Voltage drop	The percentage that the voltage has dropped as a result of the contingency
Contingency	Contingency	Contingency name as identified in associated contingency file
Contingency 1	First Contingency	N-1 (first) contingency identified
Contingency 2	Second Contingency	N-1-1 (second) contingency identified in N-1-1 analysis

Proposal Window Exclusion Definitions

The following definitions explain the basis for excluding flowgates from the competitive planning process and designating projects to the incumbent Transmission Owner.

Flowgates excluded from competition will include the underlined language in the comment field.

- Below 200kV Exclusion: Due to the lower voltage level of the identified violations, these reliability violations are excluded from the competitive proposal window process. As a result, the local Transmission Owner will be the Designated Entity. Refer to Operating Agreement, Schedule 6 § 1.5.8(n).
- Substation Equipment Exclusion: For reliability violations on existing transmission substation equipment, these reliability violations are excluded from the competitive proposal window process. As a result, the local Transmission Owner will be the Designated Entity. Refer Operating Agreement, Schedule 6 § 1.5.8(p).

Analysis Procedure

Participants are expected to develop solutions to all applicable criteria violations and perform analysis to validate that the solutions remove these violations. The competitive planning process is documented in PJM Manual 14F, which is available here: http://www.pjm.com/-/media/documents/manuals/m14f.ashx

Proposed solutions must also meet Transmission Owner Planning Criteria which is available here: http://www.pjm.com/planning/planning-criteria/to-planning-criteria.aspx

The table below provides the base case dispatch and ramping limits to be applied for the New Jersey Offshore Wind units. This table supplements the base case dispatch and ramping limits specified in PJM Manual 14B, which is available here: https://pjm.com/-/media/documents/manuals/m14b.ashx

Generator Deliverability Requirements For New Jersey Offshore Wind Units

Season	Contingency Type	Base Case Dispatch*	Ramping Limit*
Summer	Single	30%**	30%**
Winter	Single	60%	80%
Light Load	Single	60%	80%
Summer	Common Mode	30%**	100%
Winter	Common Mode	60%	100%
Light Load	Common Mode	60%	80%

* Expressed as % of Maximum Facility Output (MFO)

** In order to reflect awarded solicitations the 30% value will be modified as follows. For Solicitation 1 both BL England and Oyster Creek will be studied at 28.1%. For Solicitation 2 at Cardiff will be studied at 18.2% and Smithburg will be studied at 28.5%.

Although PJM does its best to provide complete and accurate results, changes to the list of violations under consideration are possible. That is, flowgates may be added or removed from consideration in the proposal window. PJM works with Transmission Owners, Generation Owners, neighboring TOs and other affected parties to verify the quality of the analysis. PJM endeavors to minimize such changes and will clearly communicate any changes to the participants.

PJM regularly updates the system model to reflect changes to the transmission system. Analyses are performed to verify that violations continue to be valid, no new violations have appeared and proposed solutions still address the targeted violation(s).

PJM shall determine the more efficient or cost-effective enhancements or expansions for any violation in consultation with the BPU to consider state preferences.

WHAT PJM PROVIDES:

The information listed below is provided to allow replication of PJM analyses. Some of these data are designated Critical Energy Infrastructure Information (CEII) and must be handled consistent with PJM's CEII request process at Competitive Planning Process page on the PJM website:

1. 2028 Power Flow Base Cases (summer, winter and light load). Identifies one or more system configurations to which planning criteria are applied. The default NJ OSW POIs will be included and dispatched in the models at their expected seasonal capacity factor. These are the same power flow cases that were used to derive the flowgate violations posted for this window.
2. Generator Deliverability Workbooks corresponding to the 2028 Power Flow Base Cases.
3. TARA Generation Deliverability options files.
4. Contingency Files: Contains all contingency types (single, bus, tower, line w/ stuck breaker).
5. Subsystem Files: Identifies all subsystem zones to be considered in analysis.
6. Monitor Files: Identify specific ranges of facilities by area and kV level to be considered in analysis.
7. Facility Ratings: (if different from those included in the base cases)
8. Violations List: Lists all criteria violations with power flow results and additional technical notes (flowgates). The results indicate the case(s) to which the criteria violations apply. Note that the criteria violations supplied are for the particular set of injection amounts and locations specified in the overall project description.
9. Short Circuit Base Case. This case reflects the 2025 RTEP base case and will not include models for the NJ OSW.
10. Stability Base Case: This case reflects the 2025 RTEP summer and light load stability models and will not include models for the NJ OSW.
11. TO Criteria Setting Files. Lists settings used for short circuit analysis for each specific TO.
12. Load Forecast Through 2035: To be used for 2035 Long-Term Deliverability Analysis.
13. 2028 Load Deliverability Analytical Files: Analytical files for multiple modelled LDAs in the Mid-Atlantic Region without the NJ OSW are provided. Additional files for the EMAAC and MAAC LDAs with the default NJ OSW POIs are also provided
14. 2028 Market Efficiency Analytical & Supporting Files

Document Revision History

4/15/2021 - V1 - Original Problem Statement posted to the PJM Competitive Planning Process webpage: https://www.pjm.com/planning/competitive-planning-process.aspx.

7/30/2021 – V2 - Problem Statement update to account for award of Solicitation #2 on June 30, 2021 posted to the PJM Competitive Planning Process webpage: https://www.pjm.com/planning/competitive-planning-process.aspx.

8/31/2021 – V3 - Problem Statement update to account for updated Solicitation schedule announced by NJBPU: https://www.njcleanenergy.com/renewable-energy/programs/nj-offshore-wind/solicitations.

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**
b3737.1	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
b3737.2	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

b3737.3	Lakewood Gen Substation - Update relay settings	Lakewood Gen Substation - Modify relay settings on the K2011 Larrabee line	N/A	$0.03	6/1/2029
b3737.4	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
b3737.5	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

b3737.6	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
b3737.7	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
b3737.8	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

b3737.9	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
b3737.10	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
b3737.11	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
b3737.12	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
b3737.13	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
b3737.14	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

b3737.15	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
b3737.16	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
b3737.17	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

b3737.18	G1021 (Atlantic-Smithburg) 230 kV upgrade	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. 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.	1356/1626/1610/1858	$9.68	6/1/2030
b3737.19	R1032 (Atlantic-Larrabee) 230 kV upgrade	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. 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 existing1590 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	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.			
b3737.20	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 conductored 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
b3737.21	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
b3737.27	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				
b3737.28	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
b3737.29	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
b3737.30	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

b3737.31	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
b3737.32	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
b3737.33	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
b3737.34	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
b3737.35	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
b3737.36	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

b3737.40	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

Designated Entity: Mid-Atlantic Offshore Development (MAOD)					
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**
b3737.22	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**
b3737.47	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**
b3737.23	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

b3737.24	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
b3737.25	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
b3737.26	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)					
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**
b3737.46	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

b3737.52	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

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**
b3737.48	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
b3737.49	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
b3737.50	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.			
b3737.51	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**
b3737.38	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
b3737.39	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.				
b3737.41	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
b3737.42	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
b3737.43	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
b3737.44	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**
b3737.37	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.			

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:

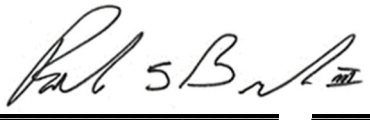
Point of Interconnection and Associated Injected Amounts

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.

Attachment C:
Signature Pages to the
Mutual Termination Agreement

PJM:

By:  4/22/2026

Frederick S. Bresler III Chief Operating Officer Date

NJBPU:

By: _____

Christine Guhl-Sadovy President of the NJBPU Date

PJM:

By: _____ _____ _____
Frederick S. Bresler III Chief Operating Officer Date

NJBPU:
By:

_____ _____ 4/22/2026_____
Christine Guhl-Sadovy President of the NJBPU Date