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April 17, 2014

VIA ELECTRONIC FILING

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

**Re: PJM Interconnection, L.L.C. Docket No. ER14-_____ -000
Notice of Cancellation of Original Service Agreement No. 3331; Queue No. X1-100**

Dear Secretary Bose:

I. Description of Filing

PJM Interconnection, L.L.C. ("PJM") submits this filing to notify the Federal Energy Regulatory Commission ("Commission") of the cancellation of an Wholesale Market Participant Agreement ("WMPA") entered into among PJM, Syncarpha Solar, LLC ("Syncarpha") and Jersey Central Power & Light Company ("JCP&L") ("Syncarpha WMPA"), designated as Original Service Agreement No. 3331 in Docket No. ER12-2050-000.¹ The Syncarpha WMPA is being cancelled because Syncarpha has decided to not move forward with its project and will not participate in PJM's markets. PJM is submitting this filing to notify the Commission that the parties agree to the cancellation of Original Service Agreement No. 3331 to be cancelled effective as of May 6, 2014.

II. Waiver and Effective Date

To the extent that the Commission considers this filing to be a notice of cancellation of the Syncarpha WMPA, PJM requests an effective date of May 6, 2014 for the cancellation of the Syncarpha WMPA and requests that the Commission waive the sixty day (60) notice

¹ *PJM Interconnection, L.L.C.*, Docket No. ER12-2050-000, Letter Order (issued July 12, 2012).

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requirement specified in section 35.15 of the Commission's regulations, 18 C.F.R. § 35.15 to allow such effective date.

III. Correspondence

The following individuals are designated for inclusion on the official service list in this proceeding and for receipt of any communications regarding this filing:

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

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IV. Service

PJM has served a copy of this filing on the parties to the Syncarpha WMPA that is being cancelled herein, and the relevant state regulatory commission with the PJM region.

Respectfully submitted,



Craig Glazer
Vice President–Federal Government Policy
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Cc:

Syncarpha Solar, LLC
645 Madison Avenue, 14th Floor
New York, NY 10022
Attn: Mr. Chris Andreola

Jersey Central Power & Light Company, a FirstEnergy Company
76 South Main Street
Akron, OH 44308
Attn: Mike Thorn, Agreements Support Manager

FE Legal
FirstEnergy Legal Department
76 South Main Street
A-GO-15
Akron, OH 44308
Attn: Karen Sealy

New Jersey Board of Public Utilities
44 South Clinton Avenue
P.O. Box 350
Trenton, NJ 08609-0350
Attention: Chief Counsel

FERC rendition of the electronically filed tariff records in Docket No. ER14-01731-000
Filing Data:
CID: C000030
Filing Title: Notice of Cancellation of Original Service Agreement No. 3331; Queue No. X1-100
Company Filing Identifier: 1329
Type of Filing Code: 260
Associated Filing Identifier:
Tariff Title: PJM Service Agreements Tariff
Tariff ID: 40
Payment Confirmation:
Suspension Motion:

Tariff Record Data:
Record Content Description, Tariff Record Title, Record Version Number, Option Code:
PJM SA No. 3331 (CANCEL), PJM SA No. 3331 Among PJM, Syncarpha, and JCP&L (CANCEL), 1.0.0, A
Record Narrative Name: CANCEL - Executed Wholesale Market Participation Agreement entered into among PJM,
Syncarpha Solar, LLC and Jersey Central Power & Light Company, A FirstEnergy Company
Tariff Record ID: 617
Tariff Record Collation Value: 387000 Tariff Record Parent Identifier: 0
Proposed Date: 2014-05-06
Priority Order: 500
Record Change Type: CANCEL
Record Content Type: 1
Associated Filing Identifier:

Original Service Agreement No. 3331

Effective Date: June 6, 2012

(PJM Queue #X1-100)

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

Original Service Agreement No. 3331

WHOLESALE MARKET PARTICIPATION AGREEMENT

By and Among

PJM Interconnection, L.L.C.

And

Syncarpha Solar, LLC

And

Jersey Central Power & Light Company, a FirstEnergy Company

(PJM Queue Position #X1-100)

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), Syncarpha Solar, LLC (“Wholesale Market Participant”) and Jersey Central Power & Light Company, a FirstEnergy Company (“Transmission Owner” or “JCPL”).

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations

relating to Network Upgrades, Local Upgrades and metering requirements set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Wholesale Market Participant:

Syncarpha Solar, LLC
645 Madison Avenue
14th Floor
New York, NY 10022
Attn: Chris Andreola

Transmission Owner:

Jersey Central Power & Light Company, a FirstEnergy Company
76 South Main Street
Akron, OH 44308
Attn: Mike Thorn, Agreements Support Manager

With copies to:
FE Legal
FirstEnergy Legal Department
76 South Main Street
A-GO-15
Akron, OH 44308
Attn: Karen Sealy

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

2.3 Waiver. No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

2.4 Amendment. This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.

2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 20.1.2 in Attachment O-1 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

ARTICLE 3 – Responsibility for Network or Local Upgrades

3.0 Security for Network or Local Upgrades. Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

3.1 Project Specific Milestones. During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:

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

3.1.3 Documentation. Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.

3.1.4 Interconnection Agreement. On or before December 31, 2012, Wholesale Market Participant must enter into an Interconnection Agreement with the Interconnected Transmission Owner in order to effectuate the WMPA.

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

not have remedied through the exercise of due diligence.

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

(PJM Queue #X1-100)

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

By: /s/ Alan Elmy _____ Manager, Interconnection Planning
6/6/12 _____
Name Title Date

Printed name of signer: Alan
Elmy _____

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

By: /s/ Richard Turnure _____ Member _____
4/9/12 _____
Name Title Date

Printed name of signer: Richard
Turnure _____

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

By: /s/ Donald M. Lynch _____ President _____ 5-22-
12 _____
Name Title Date

Printed name of signer: Donald M.
Lynch _____

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
SYNCARPHA SOLAR, LLC
And
JERSEY CENTRAL POWER & LIGHT, A FIRSTENERGY COMPANY
(PJM Queue Position # X1-100)**

1.0 Description of generating unit(s) (the “Participant Facility”) to be used for the provision of wholesale sales into the PJM markets:

a. Name of Participant Facility:

Mattison Road Solar Farm

b. Location of Participant Facility:

67 Mattison Road in Branchville, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 4.0 MW

d. Description of the equipment configuration:

A ground mounted, inverter based, solar photovoltaic generating facility consisting of solar arrays and a 12 kV collector system.

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 1.5 MW commencing June 1, 2015. During the time period from the effective date of this WMPA until May 31, 2015 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 1.5 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study performed in the first quarter of each calendar year. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2015.

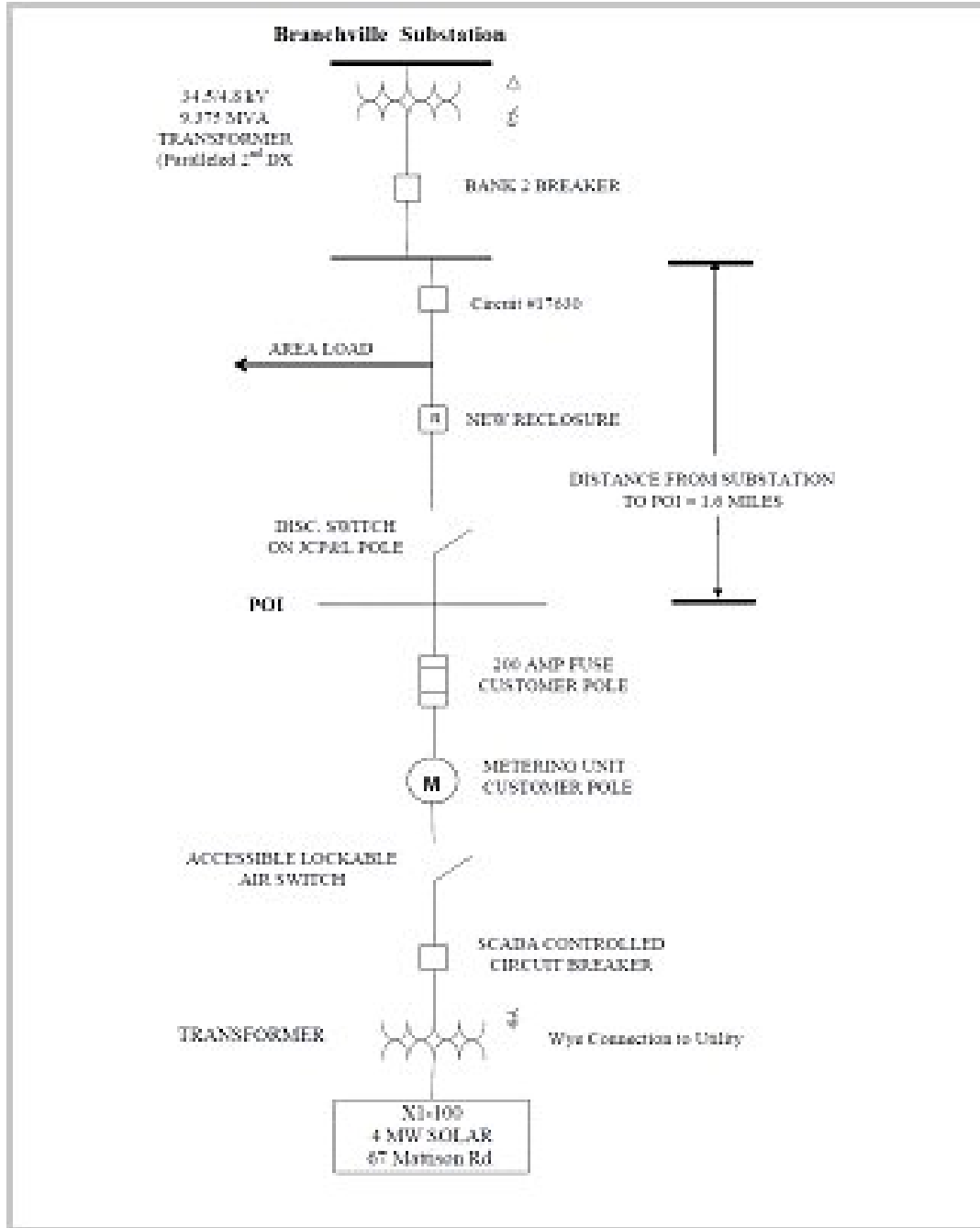
To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s markets in an amount equal to the Participant Facility’s Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

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

SCHEDULES:

- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**
- **SCHEDULE F -SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

SCHEDULE A
SINGLE-LINE DIAGRAM



SCH

EDULE B

LIST OF METERING EQUIPMENT

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

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

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

SCHEDULE E

WHOLESALE MARKET PARTICIPANT’S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS

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

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

SCHEDULE F
SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

Document Content(s)

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