

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER25-148-000

Issued: December 13, 2024

On October 18, 2024, PJM Interconnection, L.L.C. (PJM) submitted a notice of cancellation of a Wholesale Market Participation Agreement among PJM as Transmission Provider, FR-Warm Springs LLC as Wholesale Market Participant, and West Penn Power Company as Transmission Owner.¹ Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, the submittal is accepted for filing, effective December 18, 2024, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document(s); nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Kurt M. Longo, Director, Division of Electric Power Regulation – East

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 6268](#), PJM SA No. 6268 among PJM, FR-Warm Springs and KATCo (2.0.0).

Document Content(s)

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PJM Interconnection, L.L.C.
2750 Monroe Blvd
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October 18, 2024

The Honorable Debbie-Anne Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426-0001

Re: PJM Interconnection, L.L.C., Docket No. ER25-148-000

Notice of Cancellation of Service Agreement No. 6268, Queue Position No. AG2-391

Dear Secretary Reese:

PJM Interconnection, L.L.C. (“PJM”) submits this filing to notify the Federal Energy Regulatory Commission (“Commission”) of the cancellation of a Wholesale Market Participation Agreement (“WMPA”) among PJM, FR-Warm Springs LLC (“FR-Warm Springs”), and West Penn Power Company (“WPP”) (collectively, the “Parties”), designated as Service Agreement No. 6268, accepted by the Commission in Docket No. ER22-614-000, as amended in Docket No. ER24-543-000 (“FR-Warm Springs WMPA”).¹ The FR-Warm Springs WMPA is being cancelled because FR-Warm Springs has requested to be withdrawn from the queue and will not be participating in PJM’s markets. Accordingly, PJM submits this filing to notify the Commission that Service Agreement No. 6268 is to be cancelled effective December 18, 2024.

I. EFFECTIVE DATE

PJM requests an effective date of December 18, 2024 for the cancellation of Service Agreement No. 6268. The requested effective date is sixty-one (61) days from the date of this

¹ *PJM Interconnection, L.L.C.*, Docket No. ER22-614-000, Letter Order (Feb. 4, 2022), *PJM Interconnection, L.L.C.*, Docket No. ER24-523-000, Letter Order (Jan. 11, 2022).

submission, in accordance with the sixty (60) day notice requirement specified in section 35.15 of the Commission's regulations.² The Parties have no remaining obligations under Service Agreement No. 6268.

II. CORRESPONDENCE AND COMMUNICATION

The following individuals are designated for inclusion on the official service list³ in this proceeding, and for receipt of any communications regarding this filing:

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² 18 C.F.R. § 35.15 (2020).

³ To the extent necessary, PJM requests a waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)) so that each named person may be included on the official service list.

III. SERVICE

PJM has served a copy of this filing on FR-Warm Springs, WPP, and the state utility regulatory commissions within the PJM Region.

Respectfully submitted,

By: /s/ Jeffrey M. Gray

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All state utility regulatory commissions within the PJM Region



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January 31, 2024

The Honorable Debbie-Anne Reese
Acting Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: PJM Interconnection, L.L.C
Supplemental Filing Regarding Effective Date Implementation in Docket Nos.:

ER24-481-000	ER24-487-000	ER24-543-000	ER24-582-000
ER24-621-001	ER24-725-000	ER24-741-000	ER24-759-000
ER24-777-000	ER24-794-001	ER24-795-000	

Dear Secretary Reese,

PJM Interconnection, L.L.C. (“PJM”), on behalf of Mid-Atlantic Interstate Transmission, LLC (“MAIT”) and Keystone Appalachian Transmission Company (“KATCo”) (the “Applicants”) hereby submits this supplemental filing regarding effective date implementation in the above-referenced dockets. Between November 27 and December 29, 2023, PJM submitted in the above-referenced dockets 11 filings of modifications to various Service Agreements (the “Agreements”) to which PJM itself was a party, on behalf of MAIT, KATCo, and two predecessor FirstEnergy Corp. (“FirstEnergy”) operating companies, namely Pennsylvania Electric Company and West Penn Power Company (“West Penn”), for the limited purposes of reflecting the substitution of FE PA and/or KATCo for those predecessor companies in each of the Agreements. Additionally, in some of the agreements, the Applicants are acting as agents for FirstEnergy Pennsylvania Electric Company (“FE PA”). The amendments to the Agreements were necessitated by an internal corporate reorganization authorized by the Commission on August 14,

2023¹ (the “Transaction”), in which the operating companies transferred various assets and agreements, including the Agreements, to FE PA, and, separately, KATCo acquired the transmission assets of West Penn. The Transaction closed on January 1, 2024, and as planned, the predecessor operating companies merged into FE PA as part of the Transaction and did not survive the merger, leaving FE PA as the sole FirstEnergy operating distribution utility within Pennsylvania.

Because there was uncertainty at the time of the Agreement filings regarding the actual closing date of the Transaction, PJM requested an effective date for all of the Agreements of December 31, 9998, specifying that within thirty (30) days after the Transaction closed, it would file a notice with the Commission in all affected dockets to report the actual closing date of the Transaction as the effective date of the filed tariff records for those Agreements. To date, an order has been issued by the Commission in only one of the 11 above-captioned dockets² and required that such a notice be filed, and specified that PJM should use Type of Filing Code 150 – Data Response/Supplement the Record for that notice filing.

This supplemental filing is being submitted under Type of Filing Code 150 in each of the 11 above-captioned dockets. Appendix A hereto lists the Agreements filed in each of those dockets, and this filing is intended as the notice required by the orders in those dockets that the tariff records for each of the Agreements³ will be effective as of the Transaction closing date of January 1, 2024.

¹ *FirstEnergy Corp., et al.*, 184 FERC ¶ 61,094 (2023).

² *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-543-000 (Jan.11, 2024).

³ Each of the Agreements referenced in Appendix A to this filing is a designated service agreement under the PJM Open Access Transmission Tariff (“OATT”). All references to service agreements in this filing are references to

The Applicants have served copies of this filing on all the parties to the service lists in the above-referenced dockets, as well as on the affected state regulatory commissions in the PJM Region. Please do not hesitate to contact the undersigned with any questions or if you require additional information.

Respectfully submitted,

/s/ Alexa Neifeld

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Appendix A – Agreements to be made effective January 1, 2024

Docket Number	Service Agreement Numbers: PJM Queue Numbers
ER24-481-000	5149: Z1-110/AD1-108, 5453: NQ159, 5875: AE2-129
ER24-487-000	5693: AF1-155, 5722: AF1-120, 6020: AG1-141, 6060: AG1-142, 6084: AF2-292, 6085: AF2-275, 6088: AF1-209, 6187: AF2-314, 6203: AF2-398, 6769; AF1-254, 6983; AF1-253
ER24-543-000	1688: P34, 4331: AA2-139, 4512: AF2-179, 6508: AE2-121, 6688: AE1-105, 7055: AE2-262/AE2-263, 6955: AF1-136, 6081: AF2-426, 6268: AG2-391, 6728; AE2-001
ER24-582-000	1127: AD2-113, 3903: T174/AB1-106/AC1-021, 5794: AD2-110, 6003: AF1-102
ER24-621-001	997: I12, 4511: AF2-180, 4737: AC1-025, 5694: AF1-022, 5729: AF1-021, 5812: AF1-166, 6072: AF2-293, 6092: AD1-061/AF2-184, 6171: AF2-276, 6731: AE2-248, 6972: AF1-167, 5981: AG1-386
ER24-725-000	974: AC1-064, 2133: AC1-140, 4082: AD2-112, 4723: AA2-173/AB1-112/AC2-142, 6167: AE1-101
ER24-741-000	4158: NQ130, 4242: Z1-092/AD1-142, 4355: Z2-011/AD1-109, 3917: Z2-011/AD1-109, 5816: AF2-271
ER24-759-000	5545: AE2-125
ER24-777-000	3310: T155, 5826: AF2-215, 5992: AE2-055
ER24-794-001	5591: AE2-054, 6534: AE2-074
ER24-795-000	5450: AD2-108, 6189: AD2-009

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER24-543-000

Issued: January 11, 2024

On December 4, 2023, PJM Interconnection, L.L.C. (PJM) submitted, on behalf of Keystone Appalachian Transmission Company (KATCo), acting as an agent for FirstEnergy Pennsylvania Electric Company, modifications to three executed Wholesale Market Participant Agreements and seven Interconnection Service Agreements (collectively, Agreements) to substitute KATCo for West Penn Power Company as a party to the Agreements.¹

Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, the submittal is accepted for filing, effective December 31, 9998, as requested. PJM must notify the Commission of the effective date of the tariff records within 30 days of the effective date of the tariff records. PJM should use the eTariff Type of Filing Code 150 – Data Response/Supplement the Record.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document(s); nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

¹ See Appendix for eTariff records.

Docket No. ER24-543-000

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Issued by: Kurt Longo, Director, Division of Electric Power Regulation – East

Appendix – eTariff Records

PJM Interconnection, L.L.C.

PJM Service Agreements Tariff

- [PJM SA No. 1688, SA No. 1688 among PJM, WM Renewable and KATCo \(0.0.0\).](#)
- [PJM SA No. 4331, PJM SA No. 4331 among PJM, Dynegy Fayette and KATCo \(2.0.0\).](#)
- [PJM SA No. 4512, PJM SA No. 4512 Among PJM, Whitetail Solar 2 and KATCo \(4.0.0\).](#)
- [PJM SA No. 6081, PJM SA No. 6081 among PJM, FA-Auto Auction and KATCo \(2.0.0\).](#)
- [PJM SA No. 6268, PJM SA No. 6268 among PJM, FR-Warm Springs and KATCo \(1.0.0\)](#)
- [PJM SA No. 6508, PJM SA No. 6508 among PJM, CE-Jacksonville and KATCo \(1.0.0\).](#)
- [PJM SA No. 6688, PJM SA No. 6688 among PJM, MSCE and KATCo \(1.0.0\).](#)
- [PJM SA No. 6728, PJM SA No. 6728 among PJM, GPPT and KATCo \(1.0.0\).](#)
- [PJM SA No. 6955, PJM SA No. 6955 among PJM, FU-Hanks LLC and KATCo \(1.0.0\).](#)
- [PJM SA No. 7055, PJM SA No. 7055 among PJM, MPG Solar and KATCo \(1.0.0\).](#)

Document Content(s)

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December 4, 2023

The Honorable Kimberly D. Bose,
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, DC 20426-0001

*Re: PJM Interconnection, L.L.C., Docket No. ER24-543-000
Amendments to Service Agreements to Which Keystone Appalachian Transmission
Company (as agent for FirstEnergy Pennsylvania Electric Company) is a Party*

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act,¹ and Part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),² PJM Interconnection, L.L.C. (“PJM”) submits for filing modifications to ten (10) Service Agreements (individually, an “Amended Service Agreement” or collectively, the “Agreements”) listed below and requests that each Amended Service Agreement remain effective as of the date accepted by the Commission in each Amended Service Agreement’s respective docket, detailed in Part II of this letter.³

PJM submits the Agreements on behalf of Keystone Appalachian Transmission Company (“KATCo”), acting as an agent for FirstEnergy Pennsylvania Electric Company (“FE PA”). Commission rules and regulations require that any change to the provisions of a service agreement

¹ 16 U.S.C. § 824d (2018).

² 18 C.F.R. Part 35 (2022).

³ Each of the Agreements, as modified in this filing, is a designated service agreement under the PJM Open Access Transmission Tariff (“OATT”) that has been accepted by the Commission and/or reported into PJM’s Electric Quarterly Reports (“EQRs”).

on file with the Commission shall be filed as a change in rate.⁴ Accordingly, PJM hereby submits the Agreements for filing. West Penn Power Company (“West Penn”), which is currently a party to the Agreements, is assigning its interests in connection with a corporate restructuring transaction (the “Transaction”) approved by the Commission.⁵

As part of the Transaction, West Penn, Metropolitan Edison Company (“Met-Ed”), Pennsylvania Electric Company (“Penelec”), and Pennsylvania Power Company (“Penn Power”) will transfer their distribution assets and agreements, including the Agreements, to FE PA. FE PA will serve as the singular operating distribution utility within the Commonwealth of Pennsylvania following the closing of the Transaction.⁶ Additionally, Met-Ed, Penelec, West Penn, and Penn Power will merge into FE PA as part of the Transaction and will not survive the merger. Separately, KATCo will acquire the transmission assets of West Penn.⁷ Therefore, where applicable, the Agreements are being amended for the limited purposes of reflecting the substitution of KATCo for West Penn with respect to West Penn’s transmission assets, and the role of KATCo as an agent on behalf of FE PA. These modifications are ministerial in nature and will not result in any change to the rates or terms of service under the Agreements.

I. BACKGROUND

Met-Ed, Penelec, West Penn, and Penn Power are public utilities and wholly owned subsidiaries of FirstEnergy Corp. (“FirstEnergy”), a diversified energy company headquartered in

⁴ 18 C.F.R. § 35.1(c).

⁵ See *FirstEnergy Corp., et al.*, 184 FERC ¶ 61,094 (2023). PJM has not identified any active service agreements with Penn Power that would require an amendment.

⁶ The Transaction is anticipated to close on January 1, 2024.

⁷ On February 1, 2017, Mid-Atlantic Interstate Transmission, LLC (“MAIT”) acquired the transmission facilities of Met-Ed and Penelec. See *Pa. Elec. Co., et al.*, 154 FERC ¶ 61,109 (2016).

Akron, Ohio. As part of the Transaction: (a) FirstEnergy has formed a new Delaware public utility holding company subsidiary, FirstEnergy Pennsylvania Holding Company LLC, and a new Pennsylvania public utility subsidiary, FE PA; (b) the FirstEnergy Pennsylvania utility subsidiaries: Met-Ed, Penelec, West Penn, and Penn Power will be merged into FE PA; and (c) FE PA will be the singular operating company for FirstEnergy's distribution utilities in the Commonwealth of Pennsylvania.

II. MODIFICATIONS TO THE AGREEMENTS

At the closing of the Transaction, FE PA will own distribution facilities formerly owned by Met-Ed, Penelec, West Penn, and Penn Power. These distribution facilities are subject to the Agreements, which facilitate Commission-jurisdictional wholesale transactions. Therefore, it is necessary to modify the Agreements accordingly to substitute FE PA for West Penn as a party. These modifications are ministerial in nature in that, where needed, they consist of simply: (i) substituting FE PA's name for West Penn's; (ii) designating KATCo as an agent for FE PA with respect to distribution assets previously owned by West Penn; and (iii) providing updated information (*e.g.*, for the contact persons listed in the Agreements).⁸ Except for the revisions mentioned above, all other terms and conditions of the Agreements previously accepted by the Commission will remain the same. PJM and KATCo have entered into Agreements to Amend with all parties to each Agreement submitted in this filing.

In this filing, PJM proposes to make such modifications to the following currently effective Agreements:

- Wholesale Market Participation Agreement by and among West Penn d/b/a Allegheny

⁸ The modifications to the Agreements include the deletion of the signatures originally contained therein. For any Agreements containing handwritten and illegible signatures, the signature lines have been left blank.

Power, PJM, and WM Renewable Energy LLC (Second Revised Service Agreement No. 1688) effective February 28, 2010 for Queue Position P34.⁹

- Interconnection Service Agreement between West Penn, PJM, and Dynegy Fayette II, L.L.C. (First Revised Service Agreement No. 4331) effective September 22, 2016 for Queue Position AA2-139.¹⁰
- Interconnection Service Agreement among West Penn, PJM, and Whitetail Solar 2, LLC (First Revised Service Agreement No. 4512) effective January 12, 2021 for Queue Position AF2-179.¹¹
- Wholesale Market Participation Agreement among West Penn, PJM, and FA-Auto Auction LLC (Service Agreement No. 6081) effective May 4, 2021 for Queue Position AF2-426.¹²
- Wholesale Market Participation Agreement among West Penn, PJM, and FR-Warm Springs LLC (Service Agreement No. 6268) effective November 11, 2021 for Queue Position AG2-391.¹³
- Interconnection Service Agreement among West Penn, PJM, and CE-Jacksonville LLC (Service Agreement No. 6508) effective May 27, 2022 for Queue Position AE2-121.¹⁴
- Interconnection Service Agreement among West Penn, PJM, and Mountain State Clean Energy, LLC (Service Agreement No. 6688) effective October 21, 2022 for Queue

⁹ *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER10-520-001 (June 7, 2010).

¹⁰ *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER17-163-000 (Dec. 16, 2016).

¹¹ *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER21-1106-000 (Apr. 9, 2021).

¹² *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER22-2298-000 (Aug. 25, 2022).

¹³ *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER22-614-000 (Feb. 4, 2022).

¹⁴ *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER22-2195-000 (Aug. 19, 2022).

Position AE1-105.¹⁵

- Interconnection Service Agreement among West Penn, PJM, and GPPT, LLC (Service Agreement No. 6728) effective November 16, 2022 for Queue Position AE2-001.¹⁶
- Interconnection Service Agreement among West Penn, PJM, and FU-Hanks LLC (Service Agreement No. 6955) effective May 22, 2023 for Queue Position AF1-136.¹⁷
- Interconnection Service Agreement by and among West Penn, PJM, and MPG Solar I, LLC (Service Agreement No. 7055) effective July 31, 2023 for Queue Position AE2-262/AE2-263.¹⁸

III. EFFECTIVE DATE AND WAIVER

The Transaction is scheduled to close on January 1, 2024, which is Twenty-Eight (28) days from the date of this filing. There is a possibility that the actual closing date may be later than January 1, 2024. If the closing date falls on or before February 3, 2024, this filing will not comply with the Commission's prior notice requirements.¹⁹ Because of current uncertainty regarding the actual closing date of the Transaction, PJM requests a waiver of the Commission's 60-day prior notice requirement.²⁰ The Commission has granted waiver of its prior notice requirements for good cause shown.²¹ Here, good cause is shown because the parties have mutually agreed to

¹⁵ *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER23-464-000 (Jan. 11, 2023).

¹⁶ *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER23-653-000 (Feb. 9, 2023).

¹⁷ *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER23-2205-000 (Aug. 15, 2023).

¹⁸ *PJM Interconnection, L.L.C.*, Letter Order, in Docket No. ER23-2725-000 (Oct. 16, 2023).

¹⁹ See 18 C.F.R. § 35.3.

²⁰ See 18 C.F.R. § 35.11.

²¹ See *Central Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at 61,338 ("We will generally grant waiver of the 60-day prior notice requirement in the following instances: (1) uncontested filings that do not change rates—such as notices of cancellation when the contract expires by its own terms and the customer does not desire an extension, changes in delivery points, and changes in non-rate terms; and (2) filings that reduce rates and charges—such as rate decreases or new services that provide the customer of a utility with an opportunity to reduce its purchases of other, more expensive service from the same utility."), *reh'g denied*, 61 FERC ¶ 61,089 (1992).

amend the Agreements. Moreover, the nature of the Transaction implicates a significant number of service agreements of various types, including those in the instant filing. The overall volume of work and degree of coordination among the parties rendered it infeasible to have these Agreements ready for filing by November 1, 2023, despite the parties' reasonable efforts. Finally, the revisions to the Agreements are ministerial and will not affect FERC-jurisdictional rates or charges.

Moreover, given the uncertainty surrounding the closing date of the Transaction, PJM requests an effective date of December 31, 9998, for the amendments to the Agreements. Unless otherwise directed by the Commission, within thirty (30) days after the Transaction closes, PJM shall file a notice with the Commission in all affected dockets reporting the actual closing date of the Transaction.

IV. COMMUNICATIONS

Please place the names of the following persons on the official service list established by the Secretary in this proceeding:²²

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²² PJM requests a waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)) so that each named person may be included on the official service list.

V. DOCUMENTS ENCLOSED

PJM encloses the following:

1. Attachment A – Marked Service Agreements;
2. Attachment B – Clean Service Agreements; and
3. Attachment C – Executed Agreements to Amend.

VI. SERVICE

Copies of this filing, including all attachments, have been served by KATCo on all of the parties to the Agreements, and PJM will serve the state utility regulatory commissions within the PJM Region.

Please contact the undersigned if you have any questions.

Respectfully submitted,

By: /s/ Alexa Neifield

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ATTACHMENT A

Marked Service Agreements

(PJM Queue # AG2-391)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

FR-WARM SPRINGS LLC

And

**WEST PENN POWERKEYSTONE APPALACHIAN TRANSMISSION COMPANY (AS
AGENT FOR FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY)**

WHOLESALE MARKET PARTICIPATION AGREEMENT

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

**And
FR-Warm Springs LLC**

And

**West Penn Power-Keystone Appalachian Transmission Company (as agent for FirstEnergy
Pennsylvania Electric Company)
(PJM Queue Position #AG2-391)**

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”), FR-Warm Springs LLC (“Wholesale Market Participant”) and ~~West Penn Power-Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)~~ (“Transmission Owner” ~~or “WPP”~~) (referred to individually as “Party” or collectively as “the Parties”). This WMPA amends the WMPA among PJM, FR-Warm Springs LLC and West Penn Power Company, service agreement 6268, effective November 11, 2021, and filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER22-614-000.

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, Article 1 or Part VI 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, 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 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:

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

Wholesale Market Participant:

FR-Warm Springs LLC
40 East Montgomery Avenue, 4th Floor
Ardmore, PA 19003
Attn: Charles Silio
charles@prospect14.com
(610)-312-4495

Transmission Owner:

~~West Penn Power-Keystone Appalachian Transmission Company (as agent for~~
~~FirstEnergy Pennsylvania Electric Company)~~
~~76 South Main Street, 10th Floor~~
~~A-GO-10~~
Akron, OH 44308
Attn: ~~Mike Thorn~~Manager, FERC & Wholesale Connection Support ~~Manager~~
mthorn@firstenergycorp.com
(330) 384-3889

~~Amanda Parker—Interconnections Attorney~~
~~FirstEnergy Service Company~~
~~76 South Main Street~~
~~A-GO-15~~
~~Akron, OH 44308~~
-

~~Tricia Hartzell Legal Specialist~~
~~FirstEnergy Service Company~~
~~76 South Main Street~~
~~A-GO-15~~
~~Akron, OH 44308~~
-

~~(330) 761-4426~~

With copies to:

FirstEnergy Service Company
76 South Main Street, 15th Floor,
Akron, OH 44308
Attn: Attorney for FERC & Wholesale Connection
ajadue@firstenergycorp.com
(330) 384-5947

Either Party may change its address or designated representative for notice by notice to the other Parties in the manner provided for above.

- 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. 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 24.1 in Attachment O, Appendix 2 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.

2.6 Assignment

2.6.1 Assignment with Prior Consent:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then, except as provided in Section 2.6.2 of this WMPA, no Party shall assign its rights or delegate its duties under this WMPA without the prior written consent of the

other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; and any such assignment or delegation made without such prior written consent shall be null and void. A Party may make an assignment in connection with the sale, merger, or transfer of all of its properties, including the Participant Facility, which it owns, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this WMPA. In addition, the Transmission Owner shall be entitled, subject to applicable laws and regulations, to assign the WMPA to an Affiliate or successor that owns and operates all or a substantial portion of the Transmission Owner's transmission facilities.

2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

2.6.2.2 Assignment to Lenders:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned to any Project Finance Entity(ies), and such Interconnection Agreement was assigned, then the Wholesale Market Participant may, without consent of the Transmission Provider or the Transmission Owner, assign this WMPA to such Project Finance Entity(ies), provided that such assignment does not alter or diminish Wholesale Market Participant's duties and obligations under this WMPA. If Wholesale Market Participant provides the Transmission Owner and Transmission Provider with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as a contact for notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, the Transmission Provider or Transmission Owner shall provide notice and

reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA. Transmission Provider or Transmission Owner shall, if requested by such Project Finance Entity(ies), provide such customary and reasonable documents, including consents to assignment, as may be reasonably requested with respect to the assignment and status of this WMPA, provided that such documents do not alter or diminish the rights of the Transmission Provider or Transmission Owner under this WMPA, except with respect to providing notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, to such Project Finance Entity(ies). Upon presentation of the Transmission Provider and/or Transmission Owner's invoice therefor, Wholesale Market Participant shall pay the Transmission Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

2.6.3 Successors and Assigns:

This WMPA and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

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 less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

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

3.1.1 Substantial Site work completed. On or before September 30, 2023, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

- 3.1.2 Commercial Operation.** (i) On or before December 31, 2023, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 31, 2023, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
- 3.1.3 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 September 30, 2022, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.

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

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider’s safety and reliability criteria. Wholesale Market Participant’s notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is

requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position # AG2-391)

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

By: /s/ Jason Shoemaker Manager, Interconnection Projects 11/11/2021
Name Title Date

Printed name of signer: Jason Shoemaker

Wholesale Market Participant: **FR-Warm Springs LLC**

By: /s/ Charles Silio Manager of Sole Member 11/8/2021
Name Title Date

Printed name of signer: Charles Silio

Transmission Owner: **West Penn Power Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)**

By: /s/ Greg Hussing FERC & RTO Technical Support Director, 11/9/2021
Name Title Date

Printed name of signer: Greg Hussing

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – The Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And
FR-Warm Springs LLC**

**And
~~West Penn Power~~ Keystone Appalachian Transmission Company (as agent for FirstEnergy
Pennsylvania Electric Company)
(PJM Queue Position # AG2-391)**

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

a. Name of Participant Facility:

FR-Warm-Springs

b. Location of Participant Facility:

GPS Coordinates: 39.9370000, -77.6940000

Franklin County, PA

~~(West Penn Power Allegheny Power Zone)~~

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 3 MW

d. Description of the equipment configuration:

A ground-mounted, inverter-based, solar photovoltaic generating facility consisting of solar arrays, a collection system, and step-up transformation with a high-side voltage of 12 kV.

2.0 Rights for Generation Wholesale Market Participant

2.1 Energy Resource: The Participant Facility described in Section 1.0 shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s markets in an amount equal to the Participant Facility’s Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

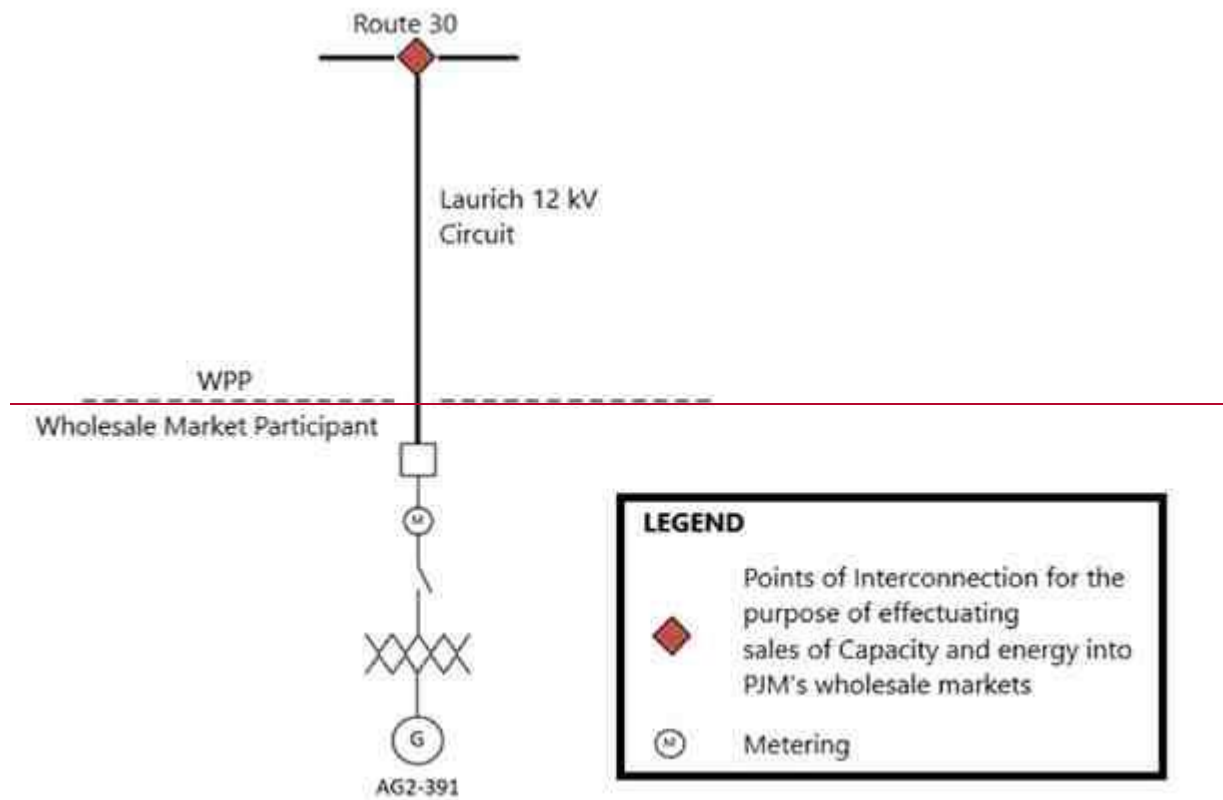
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership

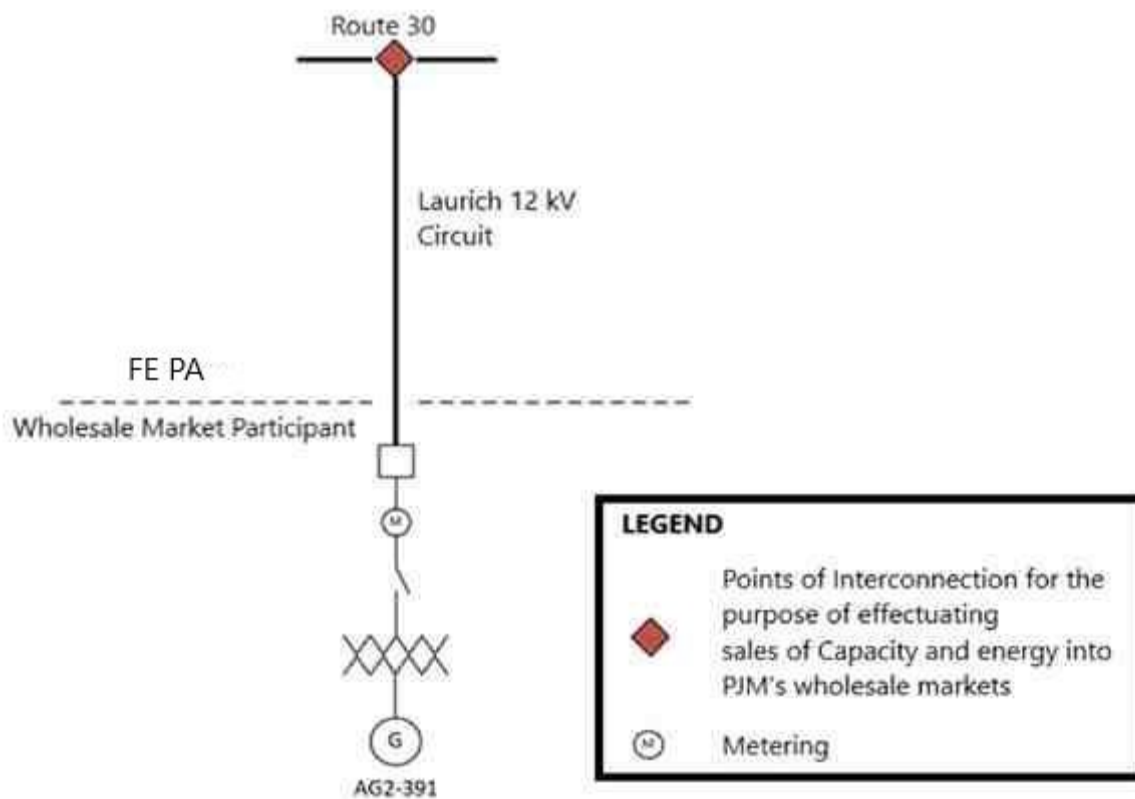
thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent with the PJM manuals.

SCHEDULES:

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

SCHEDULE A
SINGLE-LINE DIAGRAM





SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant is responsible for installing metering & telemetry equipment that shall comply with requirements specified in PJM Manuals M-01 and M-14D.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E

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

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, 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.

ATTACHMENT B

Clean Service Agreements

(PJM Queue # AG2-391)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

FR-WARM SPRINGS LLC

And

**KEYSTONE APPALACHIAN TRANSMISSION COMPANY (AS AGENT FOR
FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY)**

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
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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:

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- 2.0 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 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.

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

Wholesale Market Participant:
FR-Warm Springs LLC
40 East Montgomery Avenue, 4th Floor
Ardmore, PA 19003

Attn: Charles Silio
charles@prospect14.com
(610)-312-4495

Transmission Owner:
Keystone Appalachian Transmission Company (as agent for FirstEnergy
Pennsylvania Electric Company)
76 South Main Street, 10th Floor
Akron, OH 44308
Attn: Manager, FERC & Wholesale Connection Support
mthorn@firstenergycorp.com
(330) 384-3889

With copies to:
FirstEnergy Service Company
76 South Main Street, 15th Floor,
Akron, OH 44308
Attn: Attorney for FERC & Wholesale Connection
ajadue@firstenergycorp.com
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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.
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2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility,

provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

2.6.2.2 Assignment to Lenders:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned to any Project Finance Entity(ies), and such Interconnection Agreement was assigned, then the Wholesale Market Participant may, without consent of the Transmission Provider or the Transmission Owner, assign this WMPA to such Project Finance Entity(ies), provided that such assignment does not alter or diminish Wholesale Market Participant's duties and obligations under this WMPA. If Wholesale Market Participant provides the Transmission Owner and Transmission Provider with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as a contact for notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, the Transmission Provider or Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA. Transmission Provider or Transmission Owner shall, if requested by such Project Finance Entity(ies), provide such customary and reasonable documents, including consents to assignment, as may be reasonably requested with respect to the assignment and status of this WMPA, provided that such documents do not alter or diminish the rights of the Transmission Provider or Transmission Owner under this WMPA, except with respect to providing notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, to such Project Finance Entity(ies). Upon presentation of the Transmission Provider and/or Transmission Owner's invoice therefor, Wholesale Market Participant shall pay the Transmission Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

2.6.3 Successors and Assigns:

This WMPA and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

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 less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

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

3.1.1 Substantial Site work completed. On or before September 30, 2023, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

3.1.2 Commercial Operation. (i) On or before December 31, 2023, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before December 31, 2023, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

3.1.3 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 September 30, 2022, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.

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

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. Wholesale Market Participant's notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position # AG2-391)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: **FR-Warm Springs LLC**

By: _____
Name Title Date

Printed name of signer: _____

Transmission Owner: **Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)**

By: _____
Name Title Date

Printed name of signer: _____

ALL SIGNATURE LINES INTENTIONALLY LEFT BLANK – The Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And
FR-Warm Springs LLC**

**And
Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania
Electric Company)
(PJM Queue Position # AG2-391)**

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

a. Name of Participant Facility:

FR-Warm-Springs

b. Location of Participant Facility:

GPS Coordinates: 39.9370000, -77.6940000
Franklin County, PA
(Allegheny Power Zone)

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 3 MW

d. Description of the equipment configuration:

A ground-mounted, inverter-based, solar photovoltaic generating facility consisting of solar arrays, a collection system, and step-up transformation with a high-side voltage of 12 kV.

2.0 Rights for Generation Wholesale Market Participant

2.1 Energy Resource: The Participant Facility described in Section 1.0 shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s markets in an amount equal to the Participant Facility’s Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

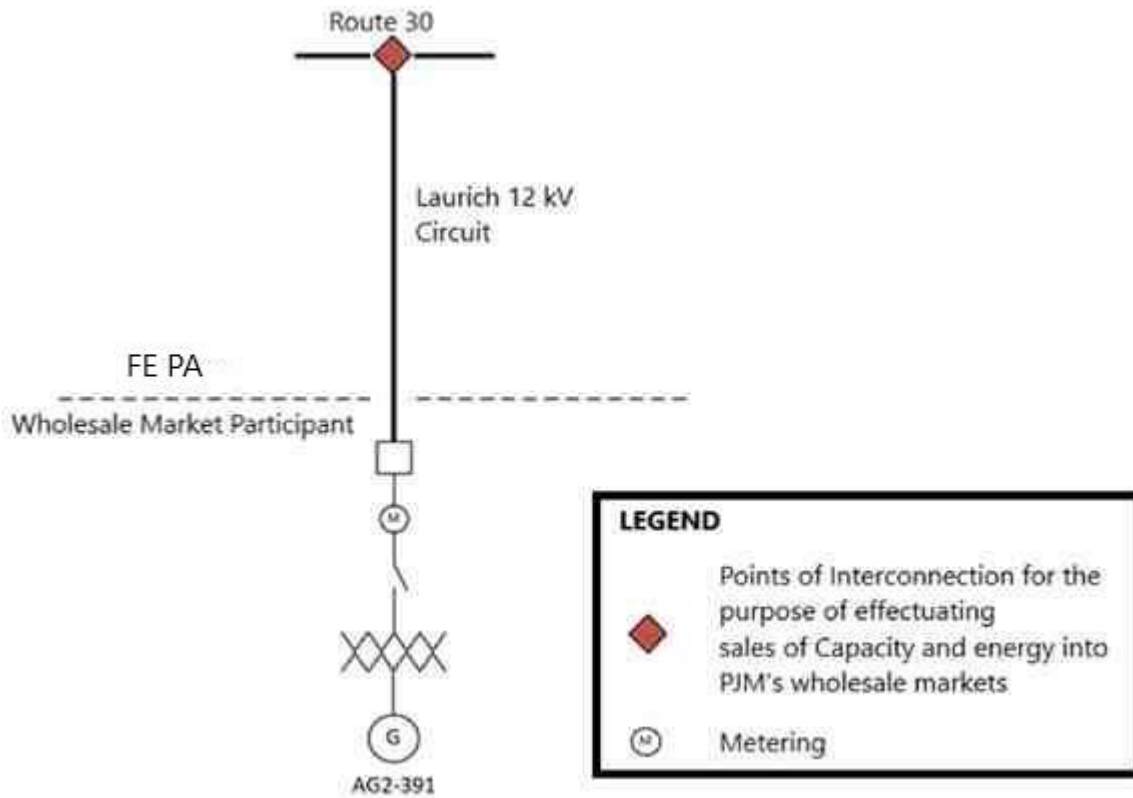
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership

thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent with the PJM manuals.

SCHEDULES:

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

SCHEDULE A
SINGLE-LINE DIAGRAM



SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant is responsible for installing metering & telemetry equipment that shall comply with requirements specified in PJM Manuals M-01 and M-14D.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E

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

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, 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.

ATTACHMENT C

Executed Agreements to Amend

AGREEMENT TO AMEND
By and Among
PJM Interconnection, L.L.C.
And
FR-Warm Springs LLC
And
Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)
(PJM Queue Position # AG2-391)

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), FR-Warm Springs LLC (“Wholesale Market Participant”), and Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company), formerly West Penn Power Company (“Transmission Owner”) (each, individually a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to the following service agreement (the “Service Agreement”), designated as follows:

Type of Service Agreement(s)	Docket No.	Parties to the Agreement	Effective Date
Wholesale Market Participation Agreement (“WMPA”) No. 6268	ER22-614-000	PJM Interconnection, L.L.C., FR-Warm Springs LLC, and West Penn Power Company	11/11/2021

WHEREAS, Section 2.4 of the Wholesale Market Participation Agreement provides that the Service Agreement, or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement; and

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement to reflect and describe the changes listed in Appendix A hereto.

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

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement.
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement by making the changes listed in Appendix A hereto and the amendments will not change the effective date of the Service Agreement, unless otherwise agreed to by the Parties. The Parties authorize PJM to file the amended Service Agreement with the Commission without the necessity of additional signatures from any party.

3. Counterparts. This Agreement to Amend may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

Except as set forth in this Agreement to Amend, the Service Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Agreement to Amend and the Service Agreement or any earlier amendment(s), the terms of this Agreement to Amend will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to Amend, which shall become effective on the date that it is fully executed by all Parties. By each individual signing below, each represents to the others that they are duly authorized to sign on behalf of that company and have the actual and/or apparent authority to bind the respective company to this Agreement to Amend.

(PJM Queue Position # AG2-391)

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

DocuSigned by:
By: Andrew Lambert Manager, Interconnection Planning Projects 11/16/2023
Name E15D56D5A40A408... Title Date

Printed name of signer: Andrew Lambert

Wholesale Market Participant: FR-Warm Springs LLC

DocuSigned by:
By: Charles Silio Manager 11/20/2023
Name 5DAAACD114604E0... Title Date

Printed name of signer: Charles Silio

Transmission Owner: Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)

DocuSigned by:
By: Greg Hussing Dir FERC & RTO Support 11/16/2023
Name 153C958AF72543C... Title Date

Printed name of signer: Greg Hussing

APPENDIX A

Section Changed	Changed From	Changed To	Explanation
WMPA No. 6268 Cover page, Parties Caption, Notice provision, Signature block, and all other locations throughout the agreement	West Penn Power Company ("Transmission Owner" or "WPP")	Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company) ("Transmission Owner")	Name change due to merger of West Penn Power Company into FirstEnergy Pennsylvania Electric Company
WMPA No. 6268 Introductory Paragraph	...	This WMPA amends the WMPA among PJM, FR-Warm Springs LLC and West Penn Power Company, service agreement 6268, effective November 11, 2021, and filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER22-614-000.	To explain that this is an amended WMPA.
WMPA No. 6268 Section 2.0, Notices	Transmission Owner: West Penn Power Company 76 South Main Street A-GO-10 Akron, OH 44308 Attn: Mike Thorn, FERC & Wholesale Connection Support Manager mthorn@firstenergycorp.com (330) 384-3889	Transmission Owner: Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company) 76 South Main Street, 10 th Floor Akron, OH 44308 Attn: Manager, FERC & Wholesale Connection Support mthorn@firstenergycorp.com	Name change due to merger of West Penn Power Company into FirstEnergy Pennsylvania Electric Company

	<p>Amanda Parker-Interconnections Attorney FirstEnergy Service Company 76 South Main Street A-GO-15 Akron, OH 44308</p> <p>Tricia Hartzell-Legal Specialist FirstEnergy Service Company 76 South Main Street A-GO-15 Akron, OH 44308 (330) 761-4426</p>	<p>(330) 384-3889</p> <p>With copies to: FirstEnergy Service Company 76 South Main Street, 15th Floor, Akron, OH 44308 Attn: Attorney for FERC & Wholesale Connection ajadue@firstenergycorp.com (330) 384-5947</p>	
WMPA No. 6268 Signature Block	...	All signature lines intentionally left blank – The Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.	To explain Agreement to Amend execution and effective date.
WMPA No. 6268 Specifications for WMPA, Section 1.0 (b)	(West Penn Power Zone)	(Allegheny Power Zone)	To reflect the appropriate PJM transmission zone.
WMPA No. 6268 Single-Line Diagram	Former Single-Line Diagram	Revised Single-Line Diagram	To reflect the name change.