

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER24-609-002

Issued: June 12, 2024

On December 8, 2023, as amended on January 18, 2024 and April 19, 2024, PJM Interconnection, L.L.C. (PJM) submitted an amended Wholesale Market Participation Agreement, among PJM, as Transmission Provider, AL-Spring Lane LLC, as Wholesale Market Participant, and Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company), as Transmission Owner, designated as Service Agreement No. 5545.<sup>1</sup> 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 February 7, 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.

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

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 5545](#), [PJM SA No. 5545 among PJM, AL-Spring Lane and KATCo \(4.2.0\)](#).

Document Content(s)

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April 19, 2024

Honorable Debbie-Anne Reese  
Acting Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE, Room 1A  
Washington, DC 20426

*Re: PJM Interconnection, L.L.C., Docket No. ER24-609-002  
Amendment to Filing, WMPA SA No. 5545; Queue No. AE2-125*

Dear Acting Secretary Reese:

**I. INTRODUCTION AND DESCRIPTION OF FILING**

On December 8, 2023, PJM Interconnection, L.L.C. (“PJM”) submitted for filing with the Federal Energy Regulatory Commission (“Commission”) in Docket No. ER24-609-000 an amended Wholesale Market Participation Agreement (“WMPA”) by and among PJM as Transmission Provider, AL-Spring Lane LLC (“AL-Spring Lane”) as Wholesale Market Participant, and West Penn Power Company (“West Penn Power”), as Transmission Owner, designated as Service Agreement No. 5545 and associated with PJM Queue No. AE2-125 (“Amended AL-Spring Lane WMPA”).<sup>1</sup> PJM stated the Amended AL-Spring Lane WMPA replaces an existing WMPA among the Parties (“Prior AL-Spring Lane WMPA”) in order to reflect modifications to the milestone dates and make other changes, and described the changes reflected in the Amended AL-Spring Lane WMPA.<sup>2</sup>

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<sup>1</sup> *PJM Interconnection, L.L.C.*, Amendment to WMPA, SA No. 5545; Queue No. AE2-125 (amend), Docket No. ER24-609-000 (Dec. 8, 2023) (“December 8 Filing”).

<sup>2</sup> December 8 Filing at 2-3. The Prior AL-Spring Lane WMPA was filed with the Commission on October 6, 2023. *PJM Interconnection, L.L.C.*, Amendment to WMPA, SA No. 5545; Queue No. AE2-125 (amended), Docket No. ER24-51-000 (Oct. 6, 2023). The Commission accepted the Prior AL-Spring Lane WMPA effective December 6, 2023. *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-51-000 (Nov. 22,

PJM included an executed Milestone Change Document reflecting agreement of the parties to the revisions in the Amended AL-Spring Lane WMPA, and requested an effective date of February 7, 2024 for the Amended AL-Spring Lane WMPA, which is 61 days from the date of that filing.<sup>3</sup>

On December 26, 2023, PJM submitted a separate amendment to the Prior AL-Spring Lane WMPA to replace the name of the Transmission Provider (West Penn Power) with “Keystone Appalachian Transmission Company as agent for FirstEnergy Pennsylvania Electric Company.”<sup>4</sup> PJM explained these revisions were being made to reflect a previously-approved corporate restructuring involving the Transmission Owner.<sup>5</sup> PJM stated that while it expected the restructuring to close January 1, 2024, it was requesting an indefinite effective date of December 31, 9998 because of uncertainty as to when the closing would occur.<sup>6</sup> PJM added that it would file a notice to report the actual effective date within 30 days of the actual close.<sup>7</sup> The transaction closed on January 1, 2024, and PJM filed the requisite notice on January 31, 2024 that requested a January 1, 2024 effective date.<sup>8</sup> On February 6, 2024, PJM submitted a further amendment, correcting

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2023). Capitalized terms not defined herein have the meaning set forth in the Amended AL-Spring Lane WMPA or the PJM Open Access Transmission Tariff.

<sup>3</sup> December 8 Filing at 3. This requested effective date is consistent with 18 C.F.R. § 35.3(a) because it is 61 days from the date of the initial filing.

<sup>4</sup> *PJM Interconnection, L.L.C.*, Amendments to Service Agreements to Which Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company) is a Party, Docket No. ER24-759-000, at 2-4 (Dec. 26, 2023) (“December 26 Filing”).

<sup>5</sup> *Id.* at 2-3.

<sup>6</sup> *Id.* at 4-5.

<sup>7</sup> *Id.*

<sup>8</sup> *PJM Interconnection, L.L.C.*, Supplemental Filing Regarding Effective Date Implementation in Docket Nos. ER24-759-000, *et al.* (Jan. 31, 2024).

certain inaccurate information to the introductory language of the amended agreement.<sup>9</sup> The Commission accepted this filing and granted the January 1, 2024 effective date in a letter order issued on April 4, 2024.<sup>10</sup>

Based on review of both the December 8 Filing and the December 26 Filing, PJM has determined that aspects of the Amended AL-Spring Lane WMPA, as set forth in the December 8 Filing, required modification. Specifically, because the requested effective date for the Amended AL-Spring Lane WMPA in the December 8 Filing (February 7, 2024) is later than the effective date assigned to the version contained in the December 26 Filing (January 1, 2024), the Amended AL-Spring Lane WMPA, as set forth in the December 8 Filing, needed to be revised to reflect the name of the Transmission Owner as Keystone Appalachian Transmission Company as agent for FirstEnergy Pennsylvania Electric Company. However, because the process of obtaining the parties' consent might not be completed before the 60-day period for action on the December 8 Filing expires, and because of uncertainty as to the closing date of the restructuring involving the Transmission Owner, PJM submitted a letter requesting that the Commission defer action on the December 8 Filing to allow PJM to develop and submit the additional filing.<sup>11</sup>

PJM has obtained the consent from the parties and is therefore submitting a revised version of the Amended AL-Spring Lane WMPA. Specifically, the references to "West

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<sup>9</sup> *PJM Interconnection, L.L.C.*, Service Agreement No. 5545; Queue No. AE2-125, Amendment Filing, Docket No. ER24-759-001, at 1-2 (Feb. 6, 2024).

<sup>10</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-759-001 (Apr. 4, 2024).

<sup>11</sup> *PJM Interconnection, L.L.C.*, Request to Defer Action on Service Agreement Filing, Amendment to WMPA, SA No. 5545; Queue No. AE2-125, Docket No. ER24-609-001 (Jan. 18, 2024) ("January 18 Filing"). PJM stated that in order to facilitate this request to defer action, PJM is resubmitting the tariff records for the AL-Spring Lane WMPA with an indefinite requested effective date of December 31, 9998 (12/31/9998). January 18 Filing 1-2.

Penn Power Company” have been replaced with references to “Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)” on the title page, first page, section 2.0 (contact information has been updated as well), execution page, and the first page of the specifications section. The reference to the prior version of the WMPA was updated on page 1, first paragraph, as was the short form name of the Transmission Owner in Schedule A. No other changes were made to the Amended AL-Spring Lane WMPA, and no changes were made to the executed previously Milestone Change Document.<sup>12</sup>

For the reasons stated above and in the December 8 Filing, PJM requests that the Commission accept the Amended AL-Spring Lane WMPA, revised as described above. The Commission has accepted other filings of agreements that were amended using a Milestone Change Document or similar process.<sup>13</sup>

## **II. REQUESTED EFFECTIVE DATE**

PJM also requests the Commission grant a waiver of the Commission’s 60-day prior notice requirement to allow and effective date of February 7, 2024 for the Amended AL-Spring Lane WMPA, as initially requested. Good cause exists for allowing this effective date, which consistent with 18 C.F.R. § 35.3(a), is 61 days from the date of the initial filing. In addition, the only changes to the Amended AL-Spring Lane WMPA are

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<sup>12</sup> A copy of the Amended AL-Spring Lane WMPA, modified as described herein, is included as Attachment A, with a marked version of the agreement, showing the changes from the December 8 Filing only, included as Attachment B. Attachment C contains the initialed pages showing the parties’ consent to the changes described above. A copy of the previously submitted Milestone Change Document is included as Attachment D.

<sup>13</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-1909-000 (July 14, 2023); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-1802-000 (June 21, 2023); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Interconnection Service Agreement and Interconnection Construction Service Agreement, Docket No. ER22-663-000 (Feb. 11, 2022).

to correct the name and contact information of the Transmission Owner (and to update the reference to the prior WMPA in section 1.0) to avoid any confusion that might result from the conflicting effective dates. The Commission has accepted service agreements that have been revised pursuant to a supplemental or corrective filing to be effective the same date as requested in the initial filing,<sup>14</sup> and should do the same here.

### **III. DOCUMENTS ENCLOSED**

In addition to this transmittal letter, PJM encloses the following:

1. Attachment A: Amended AL-Spring Lane WMPA (clean);
2. Attachment B: Amended AL-Spring Lane WMPA (marked), showing the changes from the December 8 Filing.
3. Attachment C: Copy of Sheets Containing Initialed Pages to the Amended AL-Spring Lane WMPA; and
4. Attachment D: Executed Milestone Change Document.

### **IV. SERVICE**

Copies of this filing have been served on the Wholesale Market Participant and the Transmission Owner, 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.

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<sup>14</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-1574-001 (June 29, 2023); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-1219-000, -001 (May 19, 2023); *PJM Interconnection, L.L.C.*, Letter Order, Interconnection Service Agreement No. 3601 and Interconnection Service Construction Agreement No. 5630, Docket Nos. ER20-1877-000, -001, -002 (Jan. 21, 2021).

Honorable Debbie-Anne A. Reese, Acting Secretary  
April 19, 2024  
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Respectfully submitted,

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***Counsel for  
PJM Interconnection, L.L.C.***



**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, DC, this 19th day of April 2024.

*/s/ Abraham F. Johns III*  
Abraham F. Johns III  
WRIGHT & TALISMAN, P.C.  
1200 G Street, N.W., Suite 600  
Washington, DC 20005-3898

*Attorney for*  
*PJM Interconnection, L.L.C.*

## **Attachment A**

### **Amended AL-Spring Lane WMPA (clean)**

(PJM Queue #AE2-125)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**AL-Spring Lane LLC**

**And**

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

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among**

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

**And**

**AL-Spring Lane LLC**

**And**

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

**(PJM Queue Position #AE2-125)**

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”), **AL-Spring Lane LLC** (“Wholesale Market Participant”) and **Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)** (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA modifies Service Agreement No. 5545, which was filed with the Commission in Docket No. ER24-759-000 and requested an effective date of January 1, 2024.

**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:

AL-Spring Lane LLC  
c/o MN8 Energy  
1155 Avenue of the Americas, 27th Floor

New York, NY 10036

Copies to:  
Joe Green  
joe.green@mn8energy.com  
(610) 662-4142

Gayl Weinmann  
[Gayl.weinmann@mn8energy.com](mailto:Gayl.weinmann@mn8energy.com)  
(413) 222-5454

Transmission Owner:

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

With copies to:  
FirstEnergy Service Company  
Legal Department  
76 South Main Street, 15<sup>th</sup> 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 Combined Feasibility/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 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 described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

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

**3.1.1 Substantial Site work completed.** On or before **January 31, 2024** Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

**3.1.2 Commercial Operation.** (i) On or before **November 15, 2024**, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before **November 15, 2024**, 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 **June 01, 2021**, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

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

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the 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 #AE2-125)

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

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

Printed name of signer: \_\_\_\_\_  
**Intentionally left blank - See Milestone Change Document  
executed by the parties December 1, 2023**

Wholesale Market Participant: **AL-Spring Lane LLC**

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

Printed name of signer: \_\_\_\_\_  
**Intentionally left blank - See Milestone Change Document  
executed by the parties December 1, 2023**

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

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

Printed name of signer: \_\_\_\_\_  
**Intentionally left blank - See Milestone Change Document  
executed by the parties December 1, 2023**

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And  
AL-Spring Lane LLC**

**And  
Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania  
Electric Company)  
(PJM Queue Position #AE2-125)**

**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:

Stahlstown-Ligonier 25 kV

b. Location of Participant Facility:

Cook Township, Pennsylvania

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 13.8 MW

d. Description of the equipment configuration:

The proposed facility will consist of five (5) 3.105 MVA inverters and five (5) 3.2 MVA 645 V-25 kV step-up transformers.

**2.0 Rights for Generation Wholesale Market Participant**

**2.1 Capacity Interconnection Rights:**

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of **8.28 MW**; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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 **8.28 MW** commencing **June 1, 2022**. During the time period from the effective date of this WMPA until **May 31, 2022** (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed **8.28 MW**.

The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on **May 31, 2022**.

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

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

**SCHEDULES:**

**SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**

**SCHEDULE B - LIST OF METERING EQUIPMENT**

**SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**

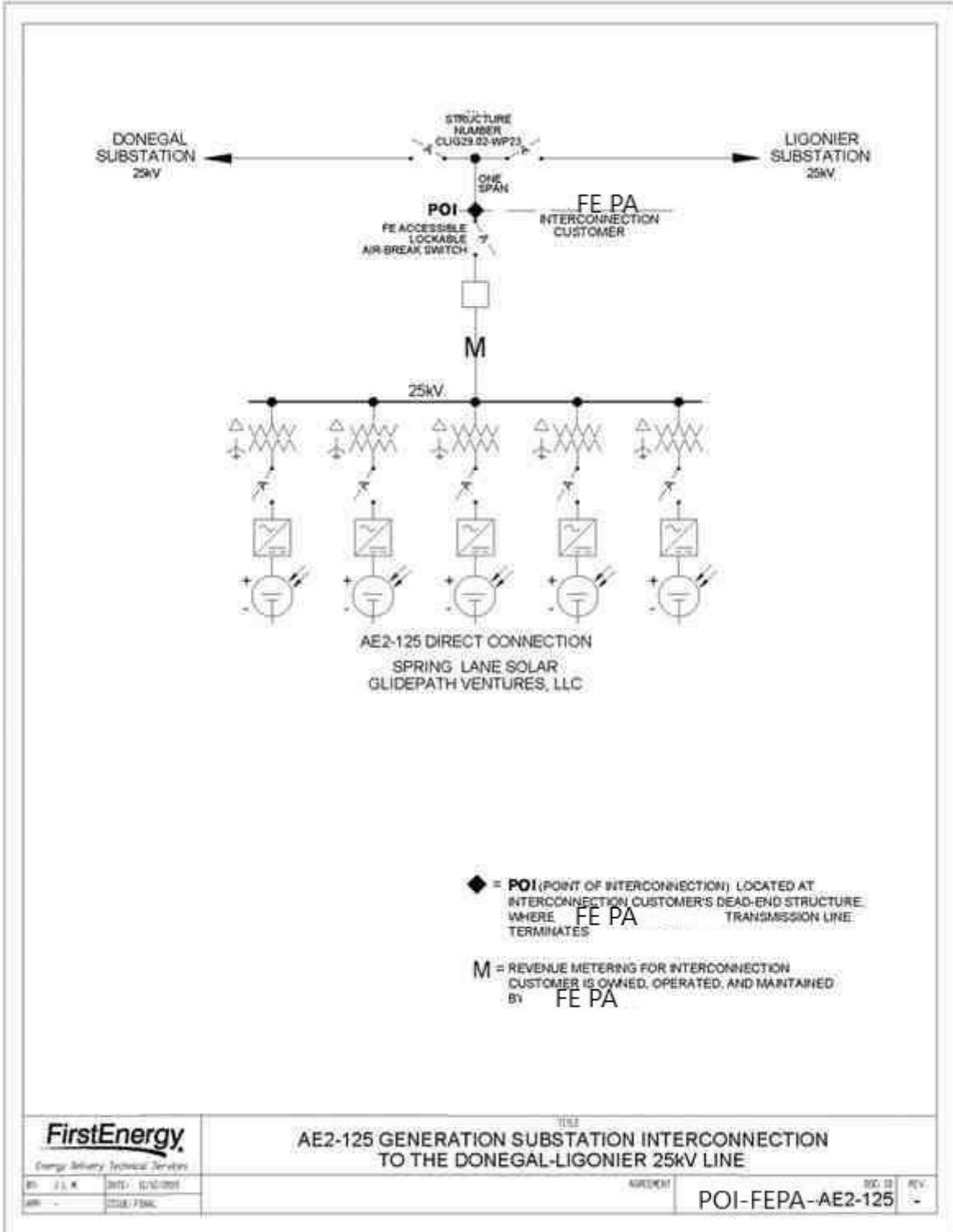
**SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

**SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**

**SCHEDULE F - SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

# SCHEDULE A

## SINGLE-LINE DIAGRAM



## **SCHEDULE B**

### **LIST OF METERING EQUIPMENT**

Wholesale Market Participant 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 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.

## **Attachment B**

**Amended AL-Spring Lane WMPA (marked),  
showing the changes from the December 8 Filing**

(PJM Queue #AE2-125)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**AL-Spring Lane LLC**

**And**

**~~WEST PENN POWER COMPANY~~**

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

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And**

**AL-Spring Lane LLC**

**And**

**~~West Penn Power Company~~**

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

**(PJM Queue Position #AE2-125)**

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”), **AL-Spring Lane LLC** (“Wholesale Market Participant”) and ~~West Penn Power Company~~ **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 Wholesale Market Participation Agreement among the Parties, modifies~~ Service Agreement No. 5545, ~~effective December 6, 2023, which was filed with and accepted by the Federal Energy Regulatory Commission in Docket Nos. ER24-51-000~~ ER24-759-000 and requested an effective date of January 1, 2024.

**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:



AL-Spring Lane LLC  
c/o MN8 Energy  
1155 Avenue of the Americas, 27th Floor  
New York, NY 10036

Copies to:  
Joe Green  
joe.green@mn8energy.com  
(610) 662-4142

Gayl Weinmann  
[Gayl.weinmann@mn8energy.com](mailto:Gayl.weinmann@mn8energy.com)  
(413) 222-5454

Transmission Owner:

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

With copies to:  
FirstEnergy Service Company  
Legal Department  
76 South Main Street, [15<sup>th</sup> Floor](#)  
~~A-GO-15~~  
Akron, OH 44308  
Attn: Attorney for FERC & Wholesale Connection~~Support~~  
~~mthorn@firstenergycorp.com~~  
~~pnrao@firstenergycorp.com~~  
~~thartzell@firstenergycorp.com~~

[ajadue@firstenergycorp.com](mailto:ajadue@firstenergycorp.com)  
[\(330\) 384-5947](tel:(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 Combined Feasibility/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 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 described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

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

- 3.1.1 Substantial Site work completed.** On or before **January 31, 2024** Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before **November 15, 2024**, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before **November 15, 2024**, 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 **June 01, 2021**, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

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

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the 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 #AE2-125)

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

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

Printed name of signer: \_\_\_\_\_  
**Intentionally left blank - See Milestone Change Document  
executed by the parties December 1, 2023**

Wholesale Market Participant: **AL-Spring Lane LLC**

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

Printed name of signer: \_\_\_\_\_  
**Intentionally left blank - See Milestone Change Document  
executed by the parties December 1, 2023**

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

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

Printed name of signer: \_\_\_\_\_  
**Intentionally left blank - See Milestone Change Document  
executed by the parties December 1, 2023**

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

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Electric Company)**

**(PJM Queue Position #AE2-125)**

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a. Name of Participant Facility:

Stahlstown-Ligonier 25 kV

b. Location of Participant Facility:

Cook Township, Pennsylvania

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 13.8 MW

d. Description of the equipment configuration:

The proposed facility will consist of five (5) 3.105 MVA inverters and five (5) 3.2 MVA 645 V-25 kV step-up transformers.

**2.0 Rights for Generation Wholesale Market Participant**

**2.1 Capacity Interconnection Rights:**

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of **8.28 MW**; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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 **8.28 MW** commencing **June 1, 2022**. During the time period from the effective date of this WMPA until **May 31, 2022** (the “interim time period”), the Wholesale Market Participant may be



awarded interim Capacity Interconnection Rights in an amount not to exceed **8.28 MW**. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on **May 31, 2022**.

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**

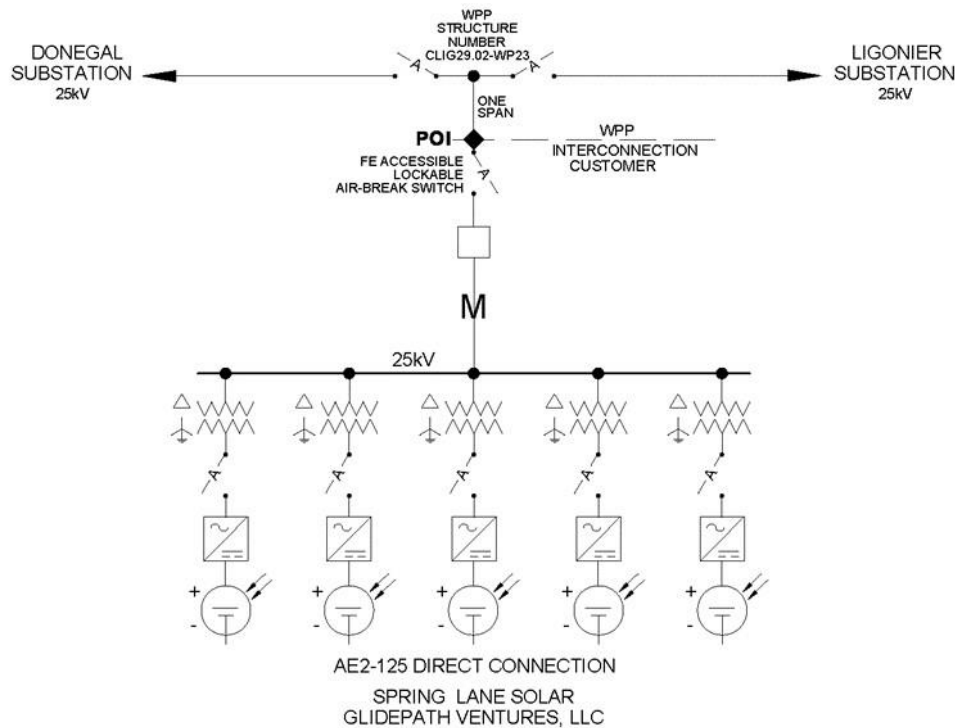
**SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**

**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**

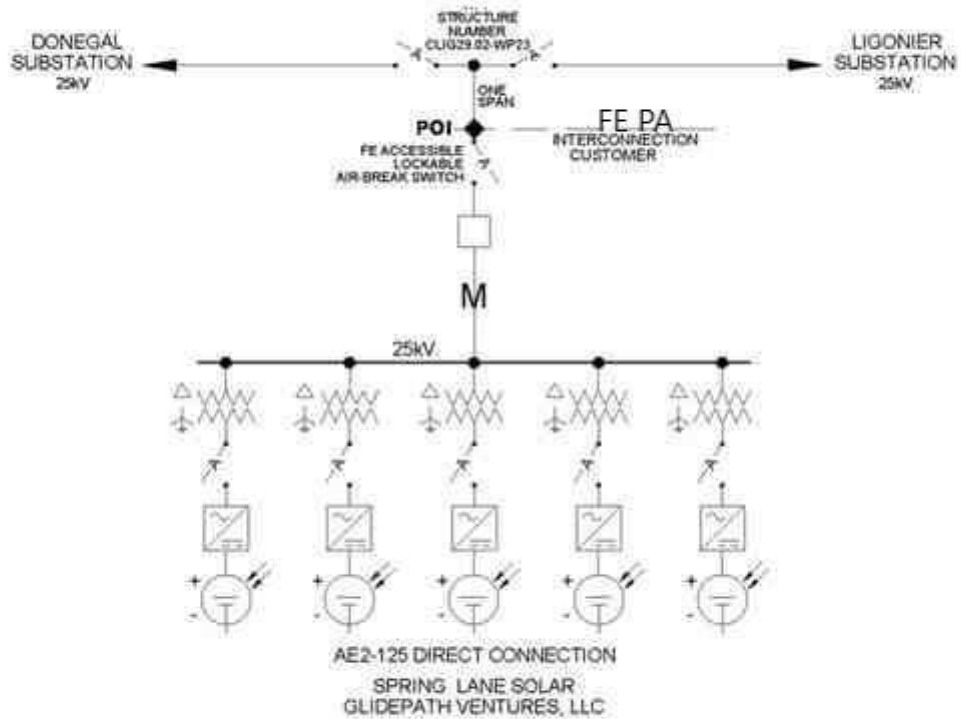
**SCHEDULE A**  
**SINGLE-LINE DIAGRAM**



◆ = **POI** (POINT OF INTERCONNECTION) LOCATED AT INTERCONNECTION CUSTOMER'S DEAD-END STRUCTURE, WHERE WEST PENN POWER (WPP) TRANSMISSION LINE TERMINATES

**M** = REVENUE METERING FOR INTERCONNECTION CUSTOMER IS OWNED, OPERATED, AND MAINTAINED BY WEST PENN POWER

 Energy Delivery Technical Services		TITLE	
		<b>AE2-125 GENERATION SUBSTATION INTERCONNECTION TO THE DONEGAL-LIGONIER 25kV LINE</b>	
BY: J L M	DATE: 11/12/2019	AGREEMENT	DOC. ID: POI-WP-AE2-125
APP: -	ISSUE: FINAL		REV: -



- ◆ = POI (POINT OF INTERCONNECTION) LOCATED AT INTERCONNECTION CUSTOMER'S DEAD-END STRUCTURE WHERE FE PA TRANSMISSION LINE TERMINATES
- M = REVENUE METERING FOR INTERCONNECTION CUSTOMER IS OWNED, OPERATED, AND MAINTAINED BY FE PA

 <small>Energy Delivery Technical Services</small>	<b>AE2-125 GENERATION SUBSTATION INTERCONNECTION TO THE DONEGAL-LIGONIER 25kV LINE</b>		<small>REVISED</small>
	<small>BY: J.J.M.</small>	<small>DATE: 01/10/2015</small>	<small>APPROVED:</small>
<small>APP: -</small>	<small>SCALE: F34K</small>	<b>POI-FEPA-AE2-125</b>	<small>REV. 01</small> <small>-</small>

## **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 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.

## **Attachment C**

### **Copy of Sheets Containing Initialed Pages to the Amended AL-Spring Lane WMPA**

Service Agreement No. 5545

(PJM Queue #AE2-125)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**AL-Spring Lane LLC**

**And**

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

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Service Agreement No. 5545

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And**

**AL-Spring Lane LLC**

**And**

**Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)  
(PJM Queue Position #AE2-125)**

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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”), **AL-Spring Lane LLC** (“Wholesale Market Participant”) and **Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)** (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA modifies Service Agreement No. 5545, which was filed with the Commission in Docket No. ER24-759-000 and requested an effective date of January 1, 2024.

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:

New York, NY 10036

Copies to:  
Joe Green  
joe.green@mn8energy.com  
(610) 662-4142

Gayl Weinmann  
[Gayl.weinmann@mn8energy.com](mailto:Gayl.weinmann@mn8energy.com)  
(413) 222-5454

Transmission Owner:

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

With copies to:  
FirstEnergy Service Company  
Legal Department  
76 South Main Street, 15<sup>th</sup> 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 Combined Feasibility/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

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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 #AE2-125)

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

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

Printed name of signer: \_\_\_\_\_  
**Intentionally left blank - See Milestone Change Document  
executed by the parties December 1, 2023**

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Wholesale Market Participant: **AL-Spring Lane LLC**

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

Printed name of signer: \_\_\_\_\_  
**Intentionally left blank - See Milestone Change Document  
executed by the parties December 1, 2023**

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

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

Printed name of signer: \_\_\_\_\_  
**Intentionally left blank - See Milestone Change Document  
executed by the parties December 1, 2023**

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**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And  
AL-Spring Lane LLC**

**And  
Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania  
Electric Company)  
(PJM Queue Position #AE2-125)**

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

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a. Name of Participant Facility:

Stahlstown-Ligonier 25 kV

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b. Location of Participant Facility:

Cook Township, Pennsylvania

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 13.8 MW

d. Description of the equipment configuration:

The proposed facility will consist of five (5) 3.105 MVA inverters and five (5) 3.2 MVA 645 V-25 kV step-up transformers.

**2.0 Rights for Generation Wholesale Market Participant**

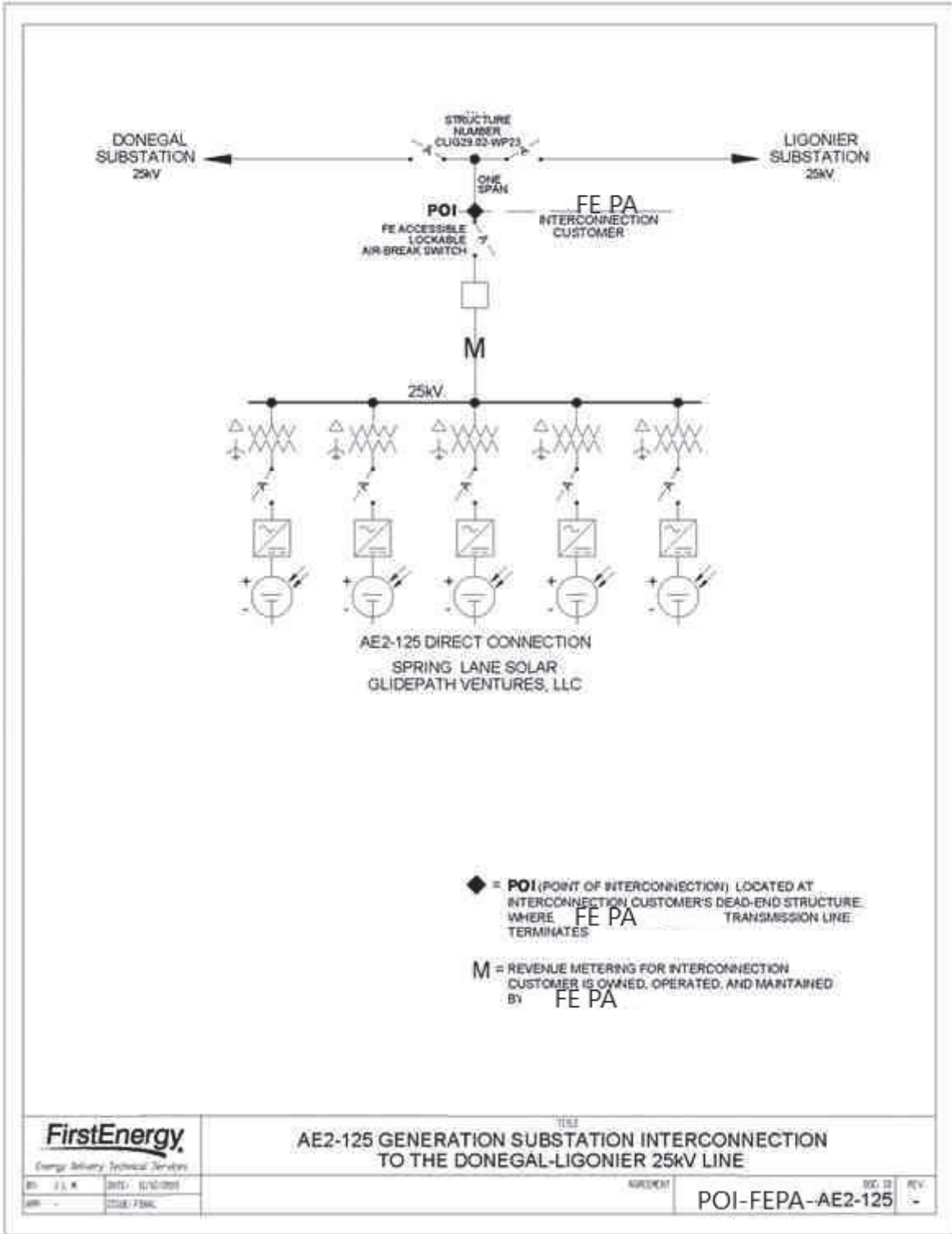
**2.1 Capacity Interconnection Rights:**

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of **8.28 MW**; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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 **8.28 MW** commencing **June 1, 2022**. During the time period from the effective date of this WMPA until **May 31, 2022** (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed **8.28 MW**.



## SCHEDULE A SINGLE-LINE DIAGRAM



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## **Attachment D**

### **Executed Milestone Change Document**

<b>MILESTONE CHANGE DOCUMENT</b>
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**PARTIES:**

Party Type	Company Name
Transmission Provider	PJM Interconnection, L.L.C.

Party Type	Company Name
Wholesale Market Participant	AL-Spring Lane LLC

Party Type	Company Name
Transmission Owner	West Penn Power Company

**II. QUEUE POSITION**

Queue Type	Number
PJM Queue Position	AE2-125

The Service Agreement designated below has been entered into by and among the Parties listed above, and if a Docket No. is not listed below, the Service Agreement is conforming and reported in PJM's Electric Quarterly Reports.

Type of Service Agreement ("SA")	SA No.	Parties to the Agreement (in addition to PJM)	Effective Date	Docket No.
Wholesale Market Participation Agreement	5545	AL-Spring Lane LLC	12/6/2023	ER24-51-000
		West Penn Power Company		

Section 3.1 of the Service Agreement listed above contains project specific milestones. Section 3.1 of the Service Agreement and Tariff, Part VI, section 212.5 further provide that the Transmission Provider may reasonably extend milestone dates in the event of delays that the Interconnection Customer (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

West Penn Power Company updated the construction schedule after the project exited suspension, which resulted in the delayed milestone dates. Pursuant to Section 3.1 of the Service Agreement and the authority granted therein, PJM has reasonably determined that the Interconnection Customer did not cause such delay and could not remedy such delay through the exercise of due diligence. Accordingly, PJM is extending the project specific milestones for the above-referenced Service Agreement as set forth below:

Section Changed	Changed From	Changed To
3.1.1	August 01, 2022	January 31, 2024
3.1.2	December 31, 2022	November 15, 2024


In addition, the last sentence in section 1.0 of the Service Agreement has been revised and the execution page has been updated to reflect the execution of this Milestone Change Form.

Section 2.4 of the Service 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(s). Accordingly, the Parties understand that PJM will utilize this Milestone Change Document to modify the Service Agreement(s). The Parties authorize PJM to file the amended Service Agreement, and the Milestone Change Document, as needed, to reflect the above milestone date changes with the Federal Energy Regulatory Commission (Commission) without the necessity of additional signatures from the Parties.

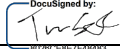
Except as set forth in this Milestone Change Document, the Service Agreement(s) is (are) unaffected and shall continue in full force and effect in accordance with its (their) terms. If there is conflict between this Milestone Change Document and the Service Agreement(s), the terms of this Milestone Change Document will prevail.

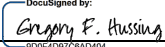
This Milestone Change Document shall become effective on the date that it is fully executed by all Parties.

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Milestone Change Document to be executed by their respective authorized officials.

Party Type	Company Name
Transmission Provider	PJM Interconnection, L.L.C.
Signature	
Name	Andrew J Lambert
Title	Manager, Interconnection Planning Projects
Date	12/1/2023

Party Type	Company Name
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<b>Wholesale Market Participant</b>		<b>AL-Spring Lane LLC</b>
<b>Signature</b>	<small>DocuSigned by:</small> 	
<b>Name</b>	Tim Seck	
<b>Title</b>	Authorized Representative	
<b>Date</b>	11/30/2023	

<b>Party Type</b>		<b>Company Name</b>
<b>Transmission Owner</b>		<b>West Penn Power Company</b>
<b>Signature</b>	<small>DocuSigned by:</small> 	
<b>Name</b>	Gregory F. Hussing	
<b>Title</b>	Director FERC & RTO Support	
<b>Date</b>	12/1/2023	