

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER23-2610-000

Issued: October 4, 2023

On August 11, 2023, PJM Interconnection, L.L.C. (PJM) submitted a notice of cancellation of the Wholesale Market Participation Agreement among PJM, FA-University LLC and West Penn Power Company.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 October 11, 2023, 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. 6231](#), [PJM SA No. 6231 among PJM, FA-University LLC and West Penn \(1.1.0\)](#).

Document Content(s)

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August 11, 2023

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

*Re: PJM Interconnection, L.L.C., Docket No. ER23-2610-000
Notice of Cancellation of WMPA, SA No. 6231; Queue No. AG2-392*

Dear Secretary Bose:

I. DESCRIPTION OF FILING

PJM Interconnection, L.L.C. (“PJM”) submits this filing to notify the Federal Energy Regulatory Commission (“Commission”) of the cancellation of the Wholesale Market Participation Agreement (“WMPA”) entered into by and among PJM, FA-University LLC (“FA-University”), and West Penn Power Company (“West Penn”) (“FA-University WMPA”). The FA-University WMPA is associated with PJM Queue No. AG2-392, designated as Service Agreement No. 6231, and was accepted by the Commission, effective November 11, 2021.¹ PJM is submitting this Notice of Cancellation because FA-University has failed to cure certain breaches, resulting in default under the FA-University WMPA. Accordingly, PJM is submitting this filing to notify the Commission that Service Agreement No. 6231 is being cancelled effective as of October 11, 2023.

¹ *PJM Interconnection, L.L.C.*, Letter Order, Service Agreement No. 6231, Docket No. ER22-613-001 (Mar. 2, 2022).

II. WAIVER AND EFFECTIVE DATE

Consistent with 18 C.F.R. § 35.15(a), PJM requests an effective date of October 11, 2023, which is 61 days from the date of this filing. PJM also requests that the Commission grant any and all waivers of the Commission's rules and regulations necessary for acceptance of this filing.

III. CORRESPONDENCE AND COMMUNICATIONS

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:²

Craig Glazer
Vice President – Federal Government
Policy
PJM Interconnection, L.L.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
202-423-4743 (phone)
202-393-7741 (fax)
craig.glazer@pjm.com

Wendy B. Warren
David S. Berman
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
(202) 393-1200 (phone)
(202) 393-1240 (fax)
warren@wrightlaw.com
berman@wrightlaw.com

Christopher Holt
Associate General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 666-2368
christopher.holt@pjm.com

IV. SERVICE

PJM has served a copy of this filing on FA-University, West Penn, and the affected state regulatory commissions within the PJM Region.

² To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

V. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept the cancellation of the FA-University WMPA, effective October 11, 2023.

Respectfully submitted,

/s/ David S. Berman

Wendy B. Warren
David S. Berman
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*Counsel for
PJM Interconnection, L.L.C.*

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
PJM Interconnection, L.L.C.
Docket No. ER22-613-001

Issued: March 2, 2022

Wright & Talisman
1200 G Street, NW, Suite 600
Washington, DC 2000-3898
Attention: David S. Berman, Esq.

Reference: Service Agreement No. 6231

On December 10, 2021, as amended on January 5, 2022, you filed, on behalf of PJM Interconnection, L.L.C. (PJM), an executed Wholesale Market Participation Agreement (WMPA) among PJM, FA-University LLC (FA-University) and West Penn Power Company (West Penn), designated as Service Agreement No. 6231.¹ You state that PJM is submitting the WMPA for filing because FA-University has requested interconnection of its generating facility connected to West Penn's non-jurisdictional distribution facilities to engage in wholesale sales in the PJM markets. PJM requests that the WMPA be accepted effective November 11, 2021.

Pursuant to the authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307 (2021), your submittal is accepted for filing, effective November 11, 2021, as requested.²

The filings were publicly noticed, with interventions and protests due on or before January 3, 2022 and January 26, 2022, respectively. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214 (2021)), 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. Granting a late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

¹ PJM Interconnection, L.L.C, PJM Service Agreements Tariff, [PJM SA No. 6231, PJM SA No. 6231 among PJM, FA-University LLC and West Penn \(0.1.0\)](#).

² 18 C.F.R. § 35.3(a)(2) (2021).

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 (2021).

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



1200 G Street, N.W., Suite 600
Washington, D.C. 20005-3898
Phone: 202.393.1200
Fax: 202.393.1240
wrightlaw.com

January 5, 2022

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426

Re: *PJM Interconnection, L.L.C.*, Docket No. ER22-613-001
Original WMPA, SA No. 6231; Queue No. AG2-392
Amendment to Filing

Dear Secretary Bose:

On December 10, 2021, PJM Interconnection, L.L.C. (“PJM”) submitted pursuant to section 205 of the Federal Power Act,¹ and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission”),² a Wholesale Market Participation Agreement (“WMPA”) by and among PJM, FA-University LLC (“FA-University”), and West Penn Power Company (“West Penn”), executed on November 11, 2021 (“FA-University WMPA”), and designated as Original Service Agreement No. 6231 (“December 10 Filing”).³ PJM requested an effective date of November 11, 2021, for the FA-University WMPA and requested waiver of the Commission’s rules and regulations⁴ to permit this effective date.⁵

PJM has discovered an error in the December 10 Filing. Specifically, Specifications section 1.0(b) mistakenly identifies the Participant Facility as being in Montgomery County, Pennsylvania, rather than Fayette County, Pennsylvania, where the Participant Facility is actually located.⁶ Accordingly, PJM is submitting as Attachment A hereto a revised version of the FA-University WMPA that corrects this error, along with

¹ 16 U.S.C. § 824d.

² 18 C.F.R. part 35.

³ PJM, FA-University, and West Penn are each a “Party” and are collectively referred to as the “Parties.” Capitalized terms not defined herein have the meaning set forth in the FA-University WMPA.

⁴ 18 C.F.R. § 35.3(a)(2).

⁵ December 10 Filing at 1, 4.

⁶ The remaining information in Specifications section 1.0(b) is correct and does not require revision.

a redlined version of the FA-University WMPA as Attachment B hereto that shows this one change. Attachment C to this filing provides an initialed page showing the Parties' agreement to this one change made to the FA-University WMPA. No other provision of the FA-University WMPA has been changed.

PJM again requests an effective date of November 11, 2021, for the FA-University WMPA, as this filing simply corrects a minor error in the prior filing and does not change in any way the terms, conditions, or any charges under the FA-University WMPA, or the rights or obligations of any Party. This effective date is also consistent with the intention of the Parties, who executed the FA-University WMPA to be effective on this date. A copy of this filing has been served upon FA-University, West Penn, and the affected state utility commissions within the PJM Region, as well as on all parties on the service list established in this proceeding

Respectfully submitted,

Craig Glazer
Vice President – Federal Government
Policy
PJM Interconnection, L.L.C.
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/s/ David S. Berman
Wendy B. Warren
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Wright & Talisman, P.C.
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Christopher B. Holt
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PJM Interconnection, L.L.C.
2750 Monroe Blvd,
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Attachment A

**FA-University WMPA,
Original Service Agreement No. 6231
(clean version)**

Service Agreement No. 6231

(PJM Queue # AG2-392)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

FA-UNIVERSITY LLC

And

WEST PENN POWER COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
FA-University LLC
And
West Penn Power Company
(PJM Queue Position #AG2-392)**

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”), FA-University LLC (“Wholesale Market Participant”) and West Penn Power Company (“Transmission Owner” or “WPP”) (referred to individually as “Party” or collectively as “the Parties”).

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:

FA-University LLC
40 East Montgomery Avenue, 4th Floor
Ardmore, PA 19003
Attn: Charles A. Silio
Charles@prospect14.com

(610)-312-4495

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

Amanda Parker – Interconnections Attorney
FirstEnergy Service Company
76 South Main Street
A-GO-15
Akron, OH 44308
aparker@firstenergycorp.com

Tricia Hartzell-Legal Specialist
FirstEnergy Service Company
76 South Main Street
A-GO-15
Akron, OH 44308
thartzell@firstenergycorp.com
(330) 761-4426

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 # AG2-392)

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

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

Printed name of signer: Jason Shoemaker

Wholesale Market Participant: **FA-University LLC**

By: <u>/s/ Charles A . Silio</u>	<u>Manager of Sole Member</u>	<u>11/8/2021</u>
Name	Title	Date

Printed name of signer: Charles A . Silio

Transmission Owner: **West Penn Power Company**

By: <u>/s/ Greg Hussing</u>	<u>Dir FERC & RTO Support</u>	<u>11/9/2021</u>
Name	Title	Date

Printed name of signer: Greg Hussing

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

And

FA-University LLC

And

**West Penn Power Company
(PJM Queue Position # AG2-392)**

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:

FA-University

b. Location of Participant Facility:

GPS Coordinates: 39.9550000, -79.6430000
Fayette County, Pennsylvania
(West Penn 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

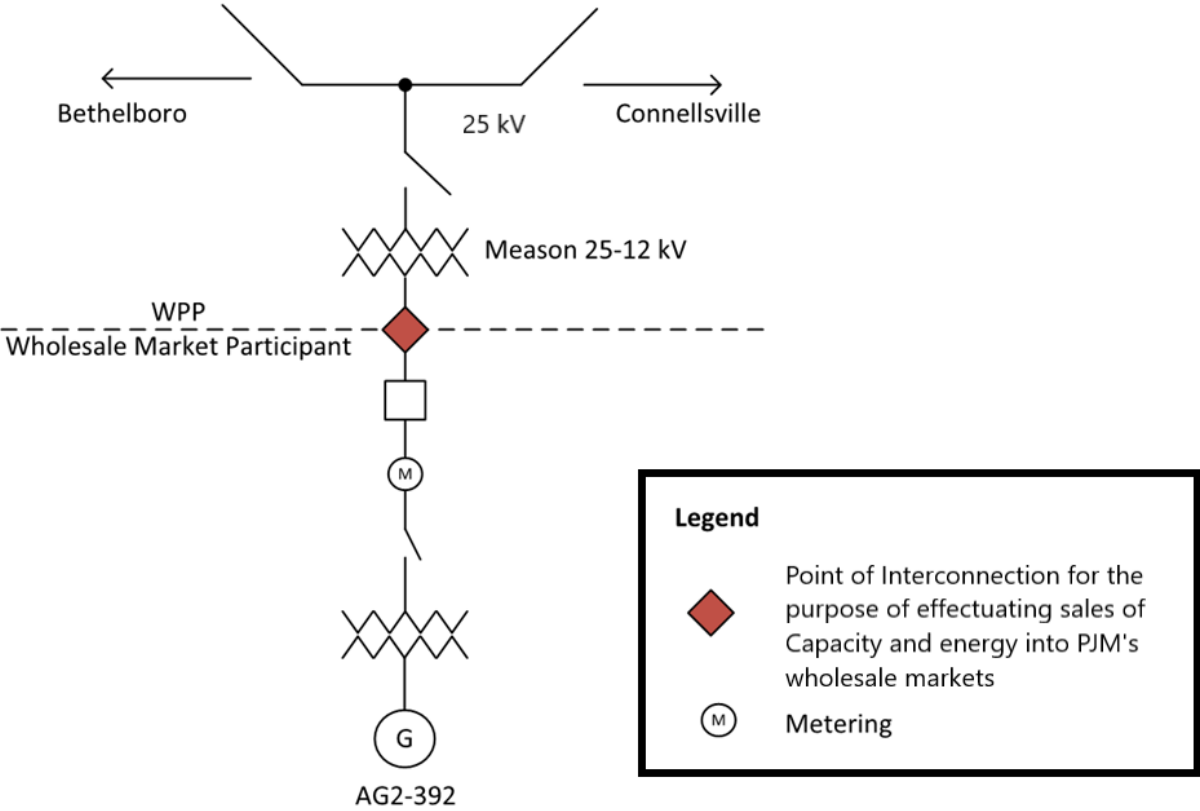
2.1 Energy Resource: The Participant Facility described in Section 1.0 shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s markets in an amount equal to the Participant Facility’s Maximum Facility Output indicated in Section 1.0c of the Specifications 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

**FA-University WMPA,
Original Service Agreement No. 6231
(redlined version)**

Service Agreement No. 6231

(PJM Queue # AG2-392)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

FA-UNIVERSITY LLC

And

WEST PENN POWER COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
FA-University LLC
And
West Penn Power Company
(PJM Queue Position #AG2-392)**

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”), FA-University LLC (“Wholesale Market Participant”) and West Penn Power Company (“Transmission Owner” or “WPP”) (referred to individually as “Party” or collectively as “the Parties”).

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:

FA-University LLC
40 East Montgomery Avenue, 4th Floor
Ardmore, PA 19003
Attn: Charles A. Silio
Charles@prospect14.com

(610)-312-4495

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

Amanda Parker – Interconnections Attorney
FirstEnergy Service Company
76 South Main Street
A-GO-15
Akron, OH 44308
aparker@firstenergycorp.com

Tricia Hartzell-Legal Specialist
FirstEnergy Service Company
76 South Main Street
A-GO-15
Akron, OH 44308
thartzell@firstenergycorp.com
(330) 761-4426

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 # AG2-392)

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

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

Printed name of signer: Jason Shoemaker

Wholesale Market Participant: **FA-University LLC**

By: <u>/s/ Charles A . Silio</u>	<u>Manager of Sole Member</u>	<u>11/8/2021</u>
Name	Title	Date

Printed name of signer: Charles A . Silio

Transmission Owner: **West Penn Power Company**

By: <u>/s/ Greg Hussing</u>	<u>Dir FERC & RTO Support</u>	<u>11/9/2021</u>
Name	Title	Date

Printed name of signer: Greg Hussing

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

And

FA-University LLC

And

**West Penn Power Company
(PJM Queue Position # AG2-392)**

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:

FA-University

b. Location of Participant Facility:

GPS Coordinates: 39.9550000, -79.6430000

MontgomeryFayette County, Pennsylvania
(West Penn 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

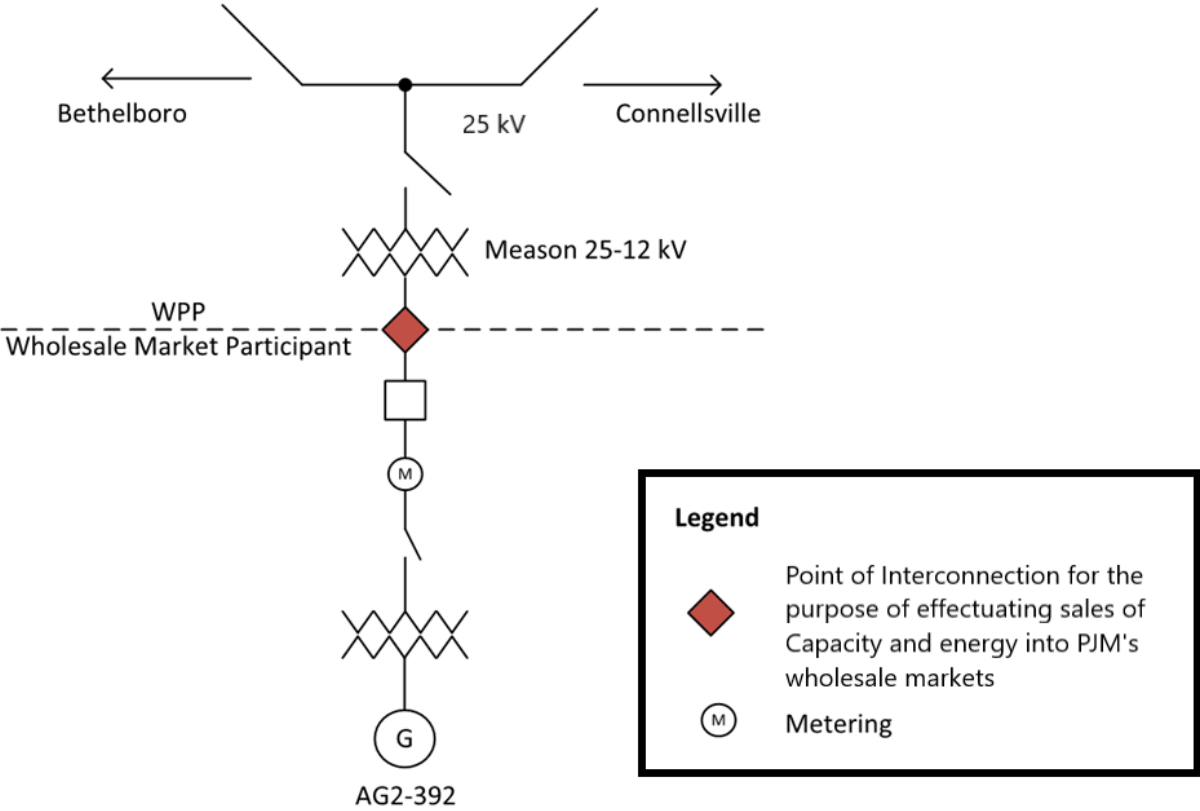
2.1 Energy Resource: The Participant Facility described in Section 1.0 shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM’s markets in an amount equal to the Participant Facility’s Maximum Facility Output indicated in Section 1.0c of the Specifications 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

**Copy of Sheet Containing Additional Signature Page
to the FA-University WMPA**

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

And

FA-University LLC

And

**West Penn Power Company
(PJM Queue Position # AG2-392)**

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:

FA-University

b. Location of Participant Facility:

GPS Coordinates: 39.9550000, -79.6430000
Fayette County, Pennsylvania
(West Penn 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.

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, D.C., this 5th day of January 2022.

/s/ David S. Berman

David S. Berman

Wright & Talisman, P.C.

1200 G Street, N.W., Suite 600

Washington, D.C. 20005-3898

(202) 349-9478

berman@wrightlaw.com

Attorney for

PJM Interconnection, L.L.C.