



PJM Interconnection,
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January 31, 2024

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

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

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

Dear Secretary Reese,

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

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

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

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

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

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

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

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

Respectfully submitted,

/s/ Alexa Neifeld

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Vice President–Federal Government Policy
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Appendix A – Agreements to be made effective January 1, 2024

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



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December 29, 2023

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

*Re: PJM Interconnection, L.L.C., Docket No. ER24-777-000
Amendments to Service Agreements to Which Keystone Appalachian Transmission
Company (as agent for FirstEnergy Pennsylvania Electric Company) is a Party*

Dear Secretary Bose:

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

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

¹ 16 U.S.C. § 824d (2018).

² 18 C.F.R. Part 35 (2022).

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

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

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

I. BACKGROUND

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

⁴ 18 C.F.R. § 35.1(c).

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

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

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

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

II. MODIFICATIONS TO THE AGREEMENTS

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

- Wholesale Market Participation Agreement among West Penn, PJM, and Mahoning Creek Hydro Electric, LLC (Service Agreement No. 3310)⁹ effective April 23, 2012

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

⁹ Appendix A of the Agreement to Amend Service Agreement No. 3310 incorrectly states that "West Penn Power

for Queue Position T155.¹⁰

- Wholesale Market Participation Agreement among West Penn, PJM, and Wildcat Renewables, LLC (Service Agreement No. 5826) effective September 21, 2020 for Queue Position AF2-215.¹¹
- Wholesale Market Participation Agreement among West Penn, PJM, and GPPT, LLC (Service Agreement No. 5992) effective January 22, 2020 for Queue Position AE2-055.¹²

III. EFFECTIVE DATE AND WAIVER

The Transaction is scheduled to close on January 1, 2024, which is three (3) days from the date of this filing. There is a possibility that the actual closing date may be later than January 1, 2024. If the closing date falls on or before February 28, 2024, this filing will not comply with the Commission's prior notice requirements.¹³ Because of current uncertainty regarding the actual closing date of the Transaction, PJM requests a waiver of the Commission's 60-day prior notice requirement.¹⁴ The Commission has granted waiver of its prior notice requirements for good cause shown.¹⁵ Here, good cause is shown because the parties have mutually agreed to amend the

Company" is being changed to "Keystone Appalachian Transmission Company (on behalf of FirstEnergy Pennsylvania Electric Company)" instead of "Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company)." Despite this inaccuracy in the Agreement to Amend, Service Agreement No. 3310 has been accurately amended to reflect the correct name change.

¹⁰ *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER12-1798-000 (July 5, 2012).

¹¹ *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER21-164-000 (Dec. 9, 2020).

¹² *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER20-1032-000 (Apr. 6, 2020).

¹³ See 18 C.F.R. § 35.3.

¹⁴ See 18 C.F.R. § 35.11.

¹⁵ See *Central Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at 61,338 ("We will generally grant waiver of the 60-day prior notice requirement in the following instances: (1) uncontested filings that do not change rates—such as notices of cancellation when the contract expires by its own terms and the customer does not desire an extension, changes in delivery points, and changes in non-rate terms; and (2) filings that reduce rates and charges—such as rate decreases or new services that provide the customer of a utility with an opportunity to reduce its purchases of other,

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

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

more expensive service from the same utility.”), *reh'g denied*, 61 FERC ¶ 61,089 (1992).

IV. COMMUNICATIONS

Please place the names of the following persons on the official service list established by the Secretary in this proceeding:¹⁶

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¹⁶ PJM requests a waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)) so that each named person may be included on the official service list.

V. DOCUMENTS ENCLOSED

PJM encloses the following:

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

VI. SERVICE

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

Please contact the undersigned if you have any questions.

Respectfully submitted,

By: /s/ Christopher Wright

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ATTACHMENT A

Marked Service Agreements

Original Service Agreement No. 3310

~~Effective Date: April 23, 2012~~

(PJM Queue #T155)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

MAHONING CREEK HYDRO ELECTRIC, LLC

And

~~**WEST PENN POWERKEYSTONE APPALACHIAN TRANSMISSION COMPANY (AS
AGENT FOR FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY), A-
FIRSTENERGY COMPANY**~~

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Mahoning Creek Hydro Electric, LLC
And**

**West Penn Power Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company), a FirstEnergy Company
(PJM Queue Position #T155)**

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”), Mahoning Creek Hydro Electric, LLC (“Wholesale Market Participant”) and ~~West Penn Power Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company), a FirstEnergy Company~~ (“Transmission Owner”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 3310, effective April 23, 2012, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER12-1798-000.

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby

mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

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

Wholesale Market Participant:

Mahoning Creek Hydro Electric, LLC
150 North Miller Road, Suite 450C
Fairlawn, OH 44333

Transmission Owner:

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

With copies to:

~~FE Legal~~
~~FirstEnergy~~ Legal Department
76 South Main Street, 15th Floor
~~A-GO-15~~
Akron, OH 44308
Attn: ~~Karen Sealy~~Attorney for FERC & Wholesale Connection
ajadue@firstenergycorp.com
(330) 384-5947

- 2.1 **Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 **Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE

FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

- 2.3 Waiver.** No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 2.4 Amendment.** This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.
- 2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status.** To the extent required, in accordance with Section 20.1.2 in Attachment O-1 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

ARTICLE 3 – Responsibility for Network or Local Upgrades

- 3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary ("Security") in the amount of \$0.00. 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 1 2013, Wholesale Market Participant must demonstrate completion of at least 20% of the project site construction.
- 3.1.2 Commercial Operation.** (i) On or before December 31, 2013 Wholesale Market Participant must demonstrate commercial operation of all its generating units; (ii) On or before December 31, 2013, 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 PJM.
- 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 January 31, 2012 Wholesale Market Participant must enter into an Interconnection Agreement with the Interconnected Transmission Owner in order to effectuate the WMPA.

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

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

(PJM Queue #T155)

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

By: /s/ Alan Elmy Manager, Interconnection Planning 4/23/12
Name Title Date

Printed name of signer: Alan Elmy

Wholesale Market Participant: **Mahoning Creek Hydro Electric, LLC**

By: /s/ David C. Sinclair President 1/29/2012
Name Title Date

Printed name of signer: David C. Sinclair

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

By: /s/ David W. McDonald Reg President WPP 4/4/12
Name Title Date

Printed name of signer: David W. McDonald

All signature lines intentionally left blank – The Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And
MAHONING CREEK HYDRO ELECTRIC, LLC**

**WEST PENN POWER/KEYSTONE APPALACHIAN TRANSMISSION COMPANY (AS
AGENT FOR FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY)**

**A FIRSTENERGY COMPANY
(PJM Queue Position # T155)**

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:

Mahoning Creek Dam Hydro Project

b. Location of Participant Facility:

Mahoning Creek Dam, in Wayne Township, Armstrong County, Pennsylvania.

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 6 MW

d. Description of the equipment configuration:

The facility will consist of one 2 MW hydro turbine generators and one 4 MW hydro turbine generator.

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 6 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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.

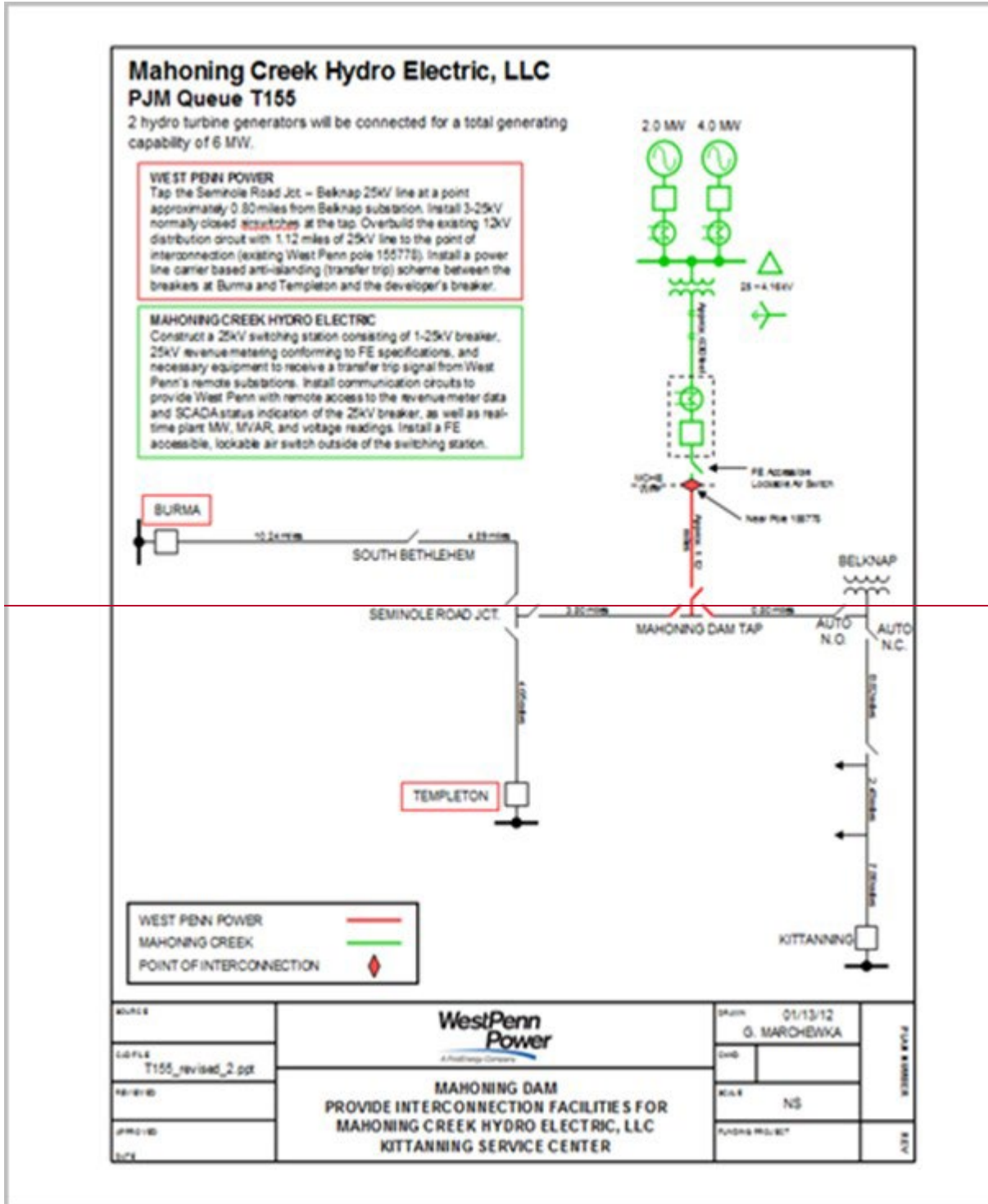
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

SINGLE-LINE DIAGRAM



Mahoning Creek Hydro Electric, LLC PJM Queue T155

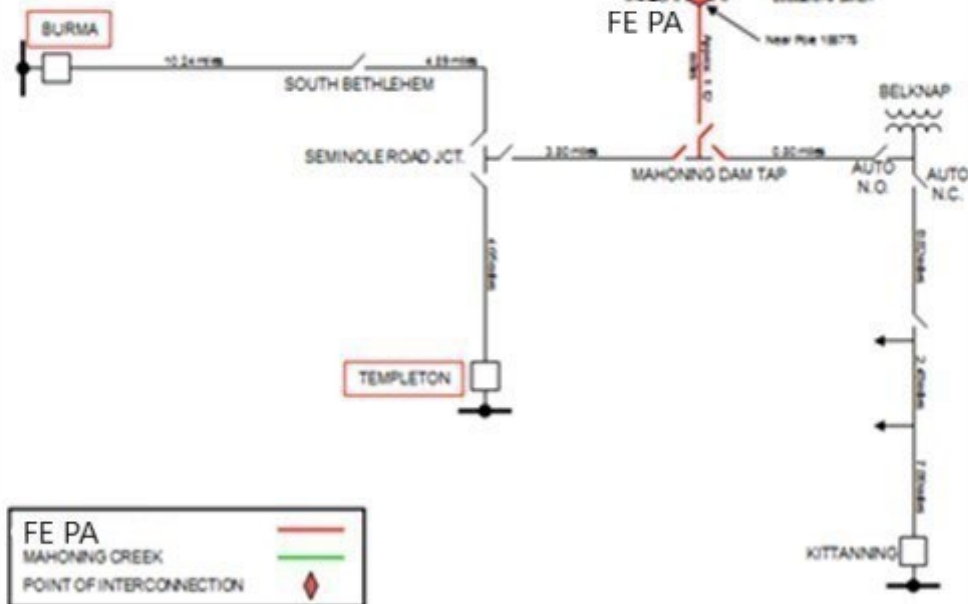
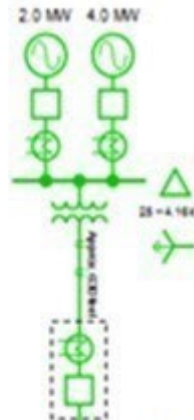
2 hydro turbine generators will be connected for a total generating capability of 6 MW.

FE PA

Tap the Seminole Road Jct - Belknap 25kV line at a point approximately 0.80 miles from Belknap substation. Install 3-25kV normally closed switches at the tap. Overbuild the existing 13kV distribution circuit with 1.12 miles of 25kV line to the point of interconnection (existing FE PA pole 155778). Install a power line carrier based anti-islanding (transfer trip) scheme between the breakers at Burma and Templeton and the developer's breaker.

MAHONING CREEK HYDRO ELECTRIC

Construct a 25kV switching station consisting of 1-25kV breaker, 25kV revenue metering conforming to FE specifications, and necessary equipment to receive a transfer trip signal from remote substations. Install communication circuits to provide with remote access to the revenue meter data and SCADA status indication of the 25kV breaker, as well as real-time plant MW, MVAR, and voltage readings. Install a FE accessible, lockable air switch outside of the switching station.



REVISED		DATE	01/13/12	PJM 48888 & 4874
FILE		DATE	G. MARCHEWA	
FILE	T155_revised_2.ppt	SCALE	NS	
FILE		FUNDING PROJECT		
MAHONING DAM PROVIDE INTERCONNECTION FACILITIES FOR MAHONING CREEK HYDRO ELECTRIC, LLC KITTANNING SERVICE CENTER				

SCHEDULE B

LIST OF METERING EQUIPMENT

The Wholesale Market Participant will supply and own 25kV real time metering equipment that will provide the following data in accordance with PJM Manuals M-OI and M-14D.

- a. Instantaneous net MW for each unit.
- b. Instantaneous net MVAR for each unit.
- c. Circuit Breaker status.

At the Wholesale Market Participant's expense, the Interconnected Transmission Owner will supply and own 25kV bi-directional revenue metering equipment that will provide the following data:

- a. Hourly compensated MWh received from the plant to the transmission system.
- b. Hourly compensated MVARh received from the plant to the transmission system.
- c. Hourly compensated MWh delivered from the transmission system to the plant.
- d. Hourly compensated MVARh delivered from the transmission system to the plant.

The Interconnected Transmission Owner will obtain telecommunication circuits for the SCADA RTU and the telephone in the Interconnected Transmission Owner's Mahoning Creek (project) switching station. The Wholesale Market Participant will be responsible for designing, furnishing and installing a SCADA RTU in Wholesale Market Participant owned 25/4.16 kV generation substation and obtaining the telecommunication circuits from the RTU to the Interconnected Transmission Owner and the PJM system control centers.

All revenue metering will be located in the Interconnection Transmission Owner's switching station at the Point of Interconnection.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E

WHOLESALE MARKET PARTICIPATION 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.

ATTACHMENT B

Clean Service Agreements

(PJM Queue #T155)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

MAHONING CREEK HYDRO ELECTRIC, 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

Mahoning Creek Hydro Electric, LLC

And

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

(PJM Queue Position #T155)

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”), Mahoning Creek Hydro Electric, LLC (“Wholesale Market Participant”) and Keystone Appalachian Transmission Company (as agent for FirstEnergy Pennsylvania Electric Company) (“Transmission Owner”). This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 3310, effective April 23, 2012, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER12-1798-000.

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market

Participant to make Wholesale Transactions in PJM’s markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

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

Article 2 - NOTICES and MISCELLANEOUS

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

Transmission Provider:

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

Wholesale Market Participant:

Mahoning Creek Hydro Electric, LLC
150 North Miller Road, Suite 450C
Fairlawn, OH 44333

Transmission Owner:

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

With copies to:

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

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that

it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

- 2.3 Waiver.** No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 2.4 Amendment.** This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.
- 2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status.** To the extent required, in accordance with Section 20.1.2 in Attachment O-1 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

ARTICLE 3 – Responsibility for Network or Local Upgrades

- 3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary ("Security") in the amount of \$0.00. 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 1 2013, Wholesale Market Participant must demonstrate completion of at least 20% of the project site construction.
- 3.1.2 Commercial Operation.** (i) On or before December 31, 2013 Wholesale Market Participant must demonstrate commercial operation of all its generating units; (ii) On or before December 31, 2013, 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 PJM.

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 January 31, 2012 Wholesale Market Participant must enter into an Interconnection Agreement with the Interconnected Transmission Owner in order to effectuate the WMPA.

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

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

(PJM Queue #T155)

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

By: _
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: **Mahoning Creek Hydro Electric, LLC**

By:_
Name Title Date

Printed name of signer:

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

By:
Name Title Date

Printed name of signer: _____

All signature lines intentionally left blank – The Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
MAHONING CREEK HYDRO ELECTRIC, LLC
And
KEYSTONE APPALACHIAN TRANSMISSION COMPANY (AS AGENT FOR
FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY)

A FIRSTENERGY COMPANY
(PJM Queue Position # T155)**

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:

Mahoning Creek Dam Hydro Project

b. Location of Participant Facility:

Mahoning Creek Dam, in Wayne Township, Armstrong County, Pennsylvania.

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 6 MW

d. Description of the equipment configuration:

The facility will consist of one 2 MW hydro turbine generators and one 4 MW hydro turbine generator.

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 6 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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.

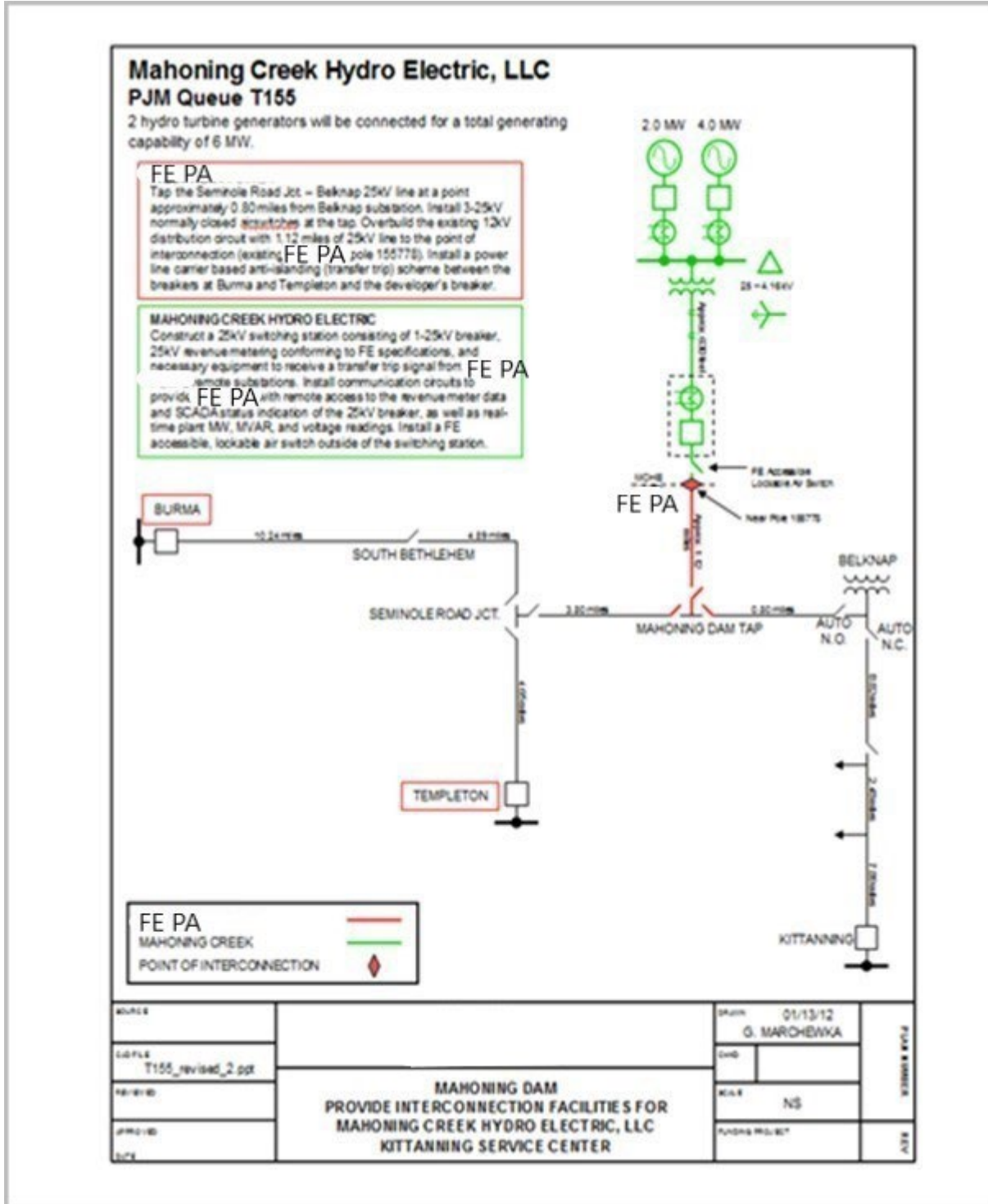
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

SINGLE-LINE DIAGRAM



SCHEDULE B

LIST OF METERING EQUIPMENT

The Wholesale Market Participant will supply and own 25kV real time metering equipment that will provide the following data in accordance with PJM Manuals M-OI and M-14D.

- a. Instantaneous net MW for each unit.
- b. Instantaneous net MVAR for each unit.
- c. Circuit Breaker status.

At the Wholesale Market Participant's expense, the Interconnected Transmission Owner will supply and own 25kV bi-directional revenue metering equipment that will provide the following data:

- a. Hourly compensated MWh received from the plant to the transmission system.
- b. Hourly compensated MVARh received from the plant to the transmission system.
- c. Hourly compensated MWh delivered from the transmission system to the plant.
- d. Hourly compensated MVARh delivered from the transmission system to the plant.

The Interconnected Transmission Owner will obtain telecommunication circuits for the SCADA RTU and the telephone in the Interconnected Transmission Owner's Mahoning Creek (project) switching station. The Wholesale Market Participant will be responsible for designing, furnishing and installing a SCADA RTU in Wholesale Market Participant owned 25/4.16 kV generation substation and obtaining the telecommunication circuits from the RTU to the Interconnected Transmission Owner and the PJM system control centers.

All revenue metering will be located in the Interconnection Transmission Owner's switching station at the Point of Interconnection.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E

WHOLESALE MARKET PARTICIPATION 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.

ATTACHMENT C

Executed Agreements to Amend

AGREEMENT TO AMEND
By and Among
PJM Interconnection, L.L.C.
And
Mahoning Creek Hydro Electric, LLC
And
Keystone Appalachian Transmission Company (on behalf of FirstEnergy Pennsylvania Electric Company)
(PJM Queue Position # T155)

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Mahoning Creek Hydro Electric, LLC (“Wholesale Market Participant”), and Keystone Appalachian Transmission Company (on behalf of FirstEnergy Pennsylvania Electric Company) (“Transmission Owner”) (each, individually a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to the following service agreement (the “Service Agreement”), filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER12-1798-000, designated as follows:

Type of Service Agreement(s)	Service Agreement No.	Parties to the Agreement	Effective Date
Wholesale Market Participation Agreement (“WMPA”)	3310	PJM Interconnection, L.L.C., Mahoning Creek Hydro Electric, LLC, and West Penn Power Company	April 23, 2012

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

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

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

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement.
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement by making the changes listed in Appendix A hereto. The Parties authorize PJM to file the amended Service Agreement with the Commission without the

necessity of additional signatures from Wholesale Market Participant and Transmission Owner.

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

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

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

(PJM Queue Position # T155)

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

DocuSigned by:
By: Andrew Lambert Manager, Interconnection Planning 12/26/2023
Name Title Date

Printed name of signer: Andrew Lambert

Wholesale Market Participant: Mahoning Creek Hydro Electric, LLC

DocuSigned by:
By: Matthew Ocwieja Vice President 12/21/2023
Name Title Date

Printed name of signer: Matthew Ocwieja

Transmission Owner: Keystone Appalachian Transmission Company (on behalf of FirstEnergy Pennsylvania Electric Company)

DocuSigned by:
By: Greg Hussing Dir FERC & RTO Support 11/28/2023
Name Title Date

Printed name of signer: Greg Hussing

APPENDIX A

Section Changed	Changed From	Changed To	Explanation
WMPA, Cover page; First page caption; Introductory paragraph; Signature page; and Specifications caption.	West Penn Power Company	Keystone Appalachian Transmission Company (on behalf of FirstEnergy Pennsylvania Electric Company)	Name change due to merger of West Penn Power Company into FirstEnergy Pennsylvania Electric Company
WMPA, introductory paragraph	...	This WMPA amends the Wholesale Market Participation Agreement among the Parties, Service Agreement No. 3310, effective April 23, 2012, filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER12-1798-000.	This sentence is added to explain that this is an amended WMPA.
WMPA, Section 2.0 Notice Provision	<p>Transmission Owner:</p> <p>West Penn Power Company, a FirstEnergy Company 76 South Main Street A-GO-10 Akron, OH 44308 Attn: Mike Thorn, Agreements Support Manager</p> <p>With copies to: FE Legal FirstEnergy Legal Department</p>	<p>Transmission Owner:</p> <p>Keystone Appalachian Transmission Company (on behalf of FirstEnergy Pennsylvania Electric Company) 76 South Main Street, 10th Floor Akron, OH 44308 Attn: Manager, FERC & Wholesale Connection Support mthorn@firstenergycorp.com (330) 384-3889</p> <p>With copies to:</p>	Name change due to merger of West Penn Power Company into FirstEnergy Pennsylvania Electric Company

	76 South Main Street A-GO-15 Akron, OH 44308 Attn: Karen Sealy	Legal Department 76 South Main Street, 15 th Floor Akron, OH 44308 Attn: Attorney for FERC & Wholesale Connection ajadue@firstenergycorp.com (330) 384-5947	
WMPA, Signature page	Execution date of prior Service Agreement	All signature lines intentionally left blank – The Agreement to Amend is considered fully executed on the date of the last Party’s signature and effective as of the date established by the Commission.	Revised to reflect execution of this Agreement to Amend.
WMPA, Schedule A	Image containing prior single-line diagram.	Image containing revised single-line diagram	Revised to reflect name change.