



PJM Interconnection, L.L.C.  
2750 Monroe Boulevard  
Audubon, PA 19403

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July 11, 2016

Honorable 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. ER16-\_\_\_\_-000  
Notice of Cancellation of Service Agreement No. 3439, Queue No. Y1-027*

Dear Secretary Bose:

## **I. DESCRIPTION OF FILING**

PJM Interconnection, L.L.C. (“PJM”) submits this filing to notify the Federal Energy Regulatory Commission (“Commission”) of the cancellation of an executed Wholesale Market Participation Agreement (“WMPA”) entered into among PJM, Westmoreland Landfill Gas Co. (“Wholesale Market Participant” or “Westmoreland”) and West Penn Power Company (“Transmission Owner” or “West Penn”). The WMPA is designated as Original Service Agreement No. 3439, filed with the Commission on November 19, 2012 in Docket No. ER13-421-000 with an effective date of October 30, 2012<sup>1</sup>. The WMPA is being cancelled because the three-year suspension period expired; and the Wholesale Market Participant has decided not to move forward with its interconnection project and will not participate in PJM’s markets. PJM is submitting this filing to notify the Commission that Original Service Agreement No. 3439 is to be cancelled effective May 26, 2016.

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<sup>1</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER13-421-000 (Jan. 9, 2013).

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## II. WAIVER AND EFFECTIVE DATE

To the extent that the Commission considers this filing to be a notice of cancellation of the Original Service Agreement No. 3439, PJM requests an effective date of May 26, 2016 for the cancellation of the WMPA and requests that the Commission waive the sixty day (60) notice requirement specified in section 35.15 of the Commission's regulations<sup>2</sup> to allow such effective date. None of the other Parties to the Agreement would be negatively affected by granting such effective date and no customer will be adversely affected since the activities provided for under this WMPA will affect only the Parties. The Commission's provision of waiver in this instance would be consistent with its practice of granting waiver when good cause exists.<sup>3</sup>

## III. CORRESPONDENCES AND COMMUNICATIONS

Correspondences 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:

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

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Assistant General Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
Audubon, PA 19403  
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<sup>2</sup> 18 C.F.R. § 35.15 (2015).

<sup>3</sup> See, e.g., *Id.*; see also *PJM Interconnection, L.L.C.*, Docket No. ER11-2748-000 (unpublished letter order issued Feb. 23, 2011); *PJM Interconnection, L.L.C.*, Docket No. ER11-2704-000 (unpublished letter order issued Feb. 22, 2011).


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#### IV. SERVICE

PJM has served a copy of this filing on Westmoreland and West Penn, as well as all state utility regulatory commissions within the PJM region.

Respectfully submitted,

Craig Glazer  
Vice President – Federal Government Policy  
PJM Interconnection, L.L.C.  
1200 G Street, N.W., Suite 600  
Washington, D.C. 20005  
Ph: (202) 423-4743  
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By:   
\_\_\_\_\_  
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[Pauline.Foley@pjm.com](mailto:Pauline.Foley@pjm.com)

*Counsel on behalf of  
PJM Interconnection, L.L.C.*

cc: Westmoreland Landfill Gas Co.  
P.O. Box M  
Ligonier, PA 15658

West Penn Power Company  
76 South Main Street  
Akron, OH 44308  
Attn: Mike Thorn, Agreements Support Manager

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

All state utility regulatory commissions within PJM Region

FERC rendition of the electronically filed tariff records in Docket No. ER16-02171-000

Filing Data:

CID: C000030

Filing Title: Notice of Cancellation of WMPA SA No. 3439, Queue No. Y1-027

Company Filing Identifier: 2149

Type of Filing Code: 260

Associated Filing Identifier:

Tariff Title: PJM Service Agreements Tariff

Tariff ID: 40

Payment Confirmation:

Suspension Motion:

Tariff Record Data:

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

PJM SA No. 3439, PJM SA No. 3439 Among PJM, Westmoreland and WPP (cancel), 1.0.0, A

Record Narrative Name: Executed Wholesale Market Participation Agreement entered into among PJM, Westmoreland Landfill Gas Co. and West Penn Power Company

Tariff Record ID: 683

Tariff Record Collation Value: 892000 Tariff Record Parent Identifier: 0

Proposed Date: 2016-05-26

Priority Order: 500

Record Change Type: CANCEL

Record Content Type: 1

Associated Filing Identifier:

Original Service Agreement No. 3439

Effective Date: October 30, 2012

(PJM Queue #Y1-027)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

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

**And**

**WESTMORELAND LANDFILL GAS CO.**

**And**

**WEST PENN POWER COMPANY**

Original Service Agreement No. 3439

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
Westmoreland Landfill Gas Co.  
And  
West Penn Power Company  
(PJM Queue Position #Y1-027)**

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”), Westmoreland Landfill Gas Co. (“Wholesale Market Participant”) and West Penn Power Company, a First Energy Company (“Transmission Owner” or “WPP”).

**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:

Westmoreland Landfill Gas Co.  
P.O. Box M

Ligonier, PA 15658

Transmission Owner:  
West Penn Power Company  
76 South Main Street  
Akron, OH 44308  
Attn: Mike Thorn, Agreements Support Manager

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

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



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

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

## ARTICLE 3 – Responsibility for Network or Local Upgrades

- 3.0 Security for Network or Local Upgrades.** Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of \$0. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.
- 3.1 Project Specific Milestones.** During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:
- 3.1.1 Substantial Site work completed.** On or before September 30, 2013  
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, 2013, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before January 31, 2014, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load 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 February 28, 2013, 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.

Wholesale Market Participant may be permitted to suspend under its Interconnection Agreement with the Transmission Owner, or the Transmission Owner may extend the date by which Wholesale Market Participant must enter into the Interconnection Agreement with it. If such suspension or extension occurs, and at any time before the Wholesale Market Participant makes the first wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by informing the Transmission Provider and the Transmission Owner in writing that it wishes to suspend under the WMPA, with the condition that, notwithstanding such suspension, the Transmission/Distribution 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 and other information related to the suspension. The suspension period may last up to a maximum of three (3) years from the commencement of suspension, provided, however, if the suspension will result in a Material Modification as defined in Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. In the event Wholesale Market Participant suspended pursuant to this Section 3.1 and has not requested to exit such suspension on or before the expiration of the suspension period described herein, the Wholesale Market Participation Agreement for the Interconnection Request for which Wholesale Market Participant suspended work shall be deemed terminated as of the end of such suspension period. The suspension period shall begin on the date the suspension commences. Milestone dates stated in the Wholesale Market Participation Agreement Section 3.1 shall be deemed to be extended coextensively with any suspension period.

### **3.2 Construction Cost Responsibility of Transmission Owner Facilities**

**3.2.1 Cost Responsibility.** The Wholesale Market Participant shall be responsible for and shall pay upon demand all Costs associated with the Local/Network Upgrades for the Participant Facility consistent with the Tariff. These Costs may include, but are not limited to, a Local Upgrades charge, a Network Upgrades charge and other charges. A description of the facilities required and an estimate of the Costs of these facilities is included in Part III of the Specifications to this WMPA.

**3.2.2 Billing and Payments.** Transmission Provider shall bill the Wholesale Market Participant for the Costs associated with the facilities contemplated by this WMPA, estimates of which are set forth in the Specifications to this WMPA, and the Wholesale Market Participant shall pay such Costs, consistent with Section 11.2 of Attachment O, Appendix 2 in Part VI of the Tariff and this Agreement. Upon receipt of each of Wholesale Market Participant's payments of such bills, Transmission Provider shall reimburse the applicable Transmission Owner. Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant requests that Transmission Provider provide a quarterly cost

reconciliation:

_____	Yes
<u>  X  </u>	No

- 3.2.3 Contract Option.** In the event that the Wholesale Market Participant and Transmission Owner agree to utilize the Negotiated Contract Option consistent with Section 3.2.2 in Attachment P, Appendix 2 of Part VI of the Tariff to establish, subject to FERC acceptance, non-standard terms regarding cost responsibility, payment, billing and/or financing, the terms of Sections 3.2.1 and/or 3.2.2 of this Section 3.2 shall be superseded to the extent required to conform to such negotiated terms, as stated in a schedule attached to this WMPA.
- 3.2.4 Option to Build.** In the event that the Wholesale Market Participant elects to construct some or all of the Network/Local Upgrades consistent with the Option to Build of Section 3.2.3 in Attachment P, Appendix 2 of Part VI of the Tariff, billing and payment for the Costs associated with the facilities contemplated by this WMPA shall relate only to such portion of the Network Upgrades/Local Upgrades as the Transmission Owner is responsible for building.
- 3.3 Third Party Beneficiaries.** No third party beneficiary rights are created under this WMPA, except, however, that, subject to modification of the payment terms stated in Section 3.2.3 of this WMPA consistent with the Negotiated Contract Option, payment obligations imposed on Wholesale Market Participant under this WMPA are agreed and acknowledged to be for the benefit of the Transmission Owner(s). Wholesale Market Participant expressly agrees that the Transmission Owner(s) shall be entitled to take such legal recourse as it deems appropriate against Wholesale Market Participant for the payment of any Costs or charges authorized under this WMPA or the Tariff with respect to services for which Wholesale Market Participant fails, in whole or in part, to pay as provided in this WMPA, the Tariff and/or the Operating Agreement.
- 3.4 Construction Responsibility and Ownership of Network and Local Upgrades**

**3.4.1 Wholesale Market Participant.**

(1) In the event that, consistent with Section 3.2.3 in Attachment P, Appendix 2 of Part VI of the Tariff, Wholesale Market Participant has exercised the Option to Build, it is hereby permitted to build in accordance with and subject to the conditions and limitations set forth in that Section, the following portions (1) of the Transmission Owner Network and Local Upgrades which constitute or are part of the Customer Facility:

**None.**

Ownership of the facilities built by the Wholesale Market Participant pursuant to

the Option to Build shall be consistent with Section 5.5 in Attachment P, Appendix 2 in Part VI of the Tariff.

**3.4.2** Transmission Owner

**None.**

**3.5** **Estimated Charges.** Subject to modification consistent with the Negotiated Contract Option and/or the Option to Build under Section 3.2 in Attachment P, Appendix 2 of Part VI of the Tariff, Wholesale Market Participant shall be subject to the estimated charges detailed below, which shall be billed and paid consistent with Section 11.2 in Attachment O, Appendix 2 in Part VI of the Tariff.

**3.5.1** Network Upgrades Charge: \$0

**3.5.2** Local Upgrades Charge: \$0

**3.5.3** Other Charges: \$0

**3.5.4** Cost breakdown:

\$0	Direct Labor
\$0	Direct Material
\$0	Indirect Labor
\$0	Indirect Material
\$0	Total

**3.5.5** Security Amount Breakdown:

\$0	Estimated Cost of Local Upgrades and/or Network Upgrades
less \$0	Costs already paid by Wholesale Market Participant
\$0	Total Security required with WMPA

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 #Y1-027)

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

By: /s/ Alan Elmy Manager, Interconnection Planning 10/30/12  
Name Title Date

Printed name of signer: Alan Elmy

Wholesale Market Participant: Westmoreland Landfill Gas Co.

By: /s/ Joshua C. Whetzel Pres 10/12/2012  
Name Title Date

Printed name of signer: Joshua C. Whetzel

Transmission Owner: West Penn Power Company

By: /s/ David W. McDonald Regional President 10/23/2012  
Name Title Date

Printed name of signer: David W. McDonald

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
WESTMORELAND LANDFILL GAS CO.  
And  
WEST PENN POWER COMPANY  
(PJM Queue Position # Y1-027)**

**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:

Westmoreland Landfill Gas Plant

b. Location of Participant Facility:

111 Conner Lane  
BelleVernon, PA 15012

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 4.00 MW

d. Description of the equipment configuration:

Four 1 MW CAT 3516 engines

## **2.0 Rights for Generation Wholesale Market Participant**

### **2.1 Capacity Interconnection Rights:**

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 1.52 MW commencing June 1, 2015. During the time period from the effective date of this WMPA until May 31, 2015 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 1.52 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2015.

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

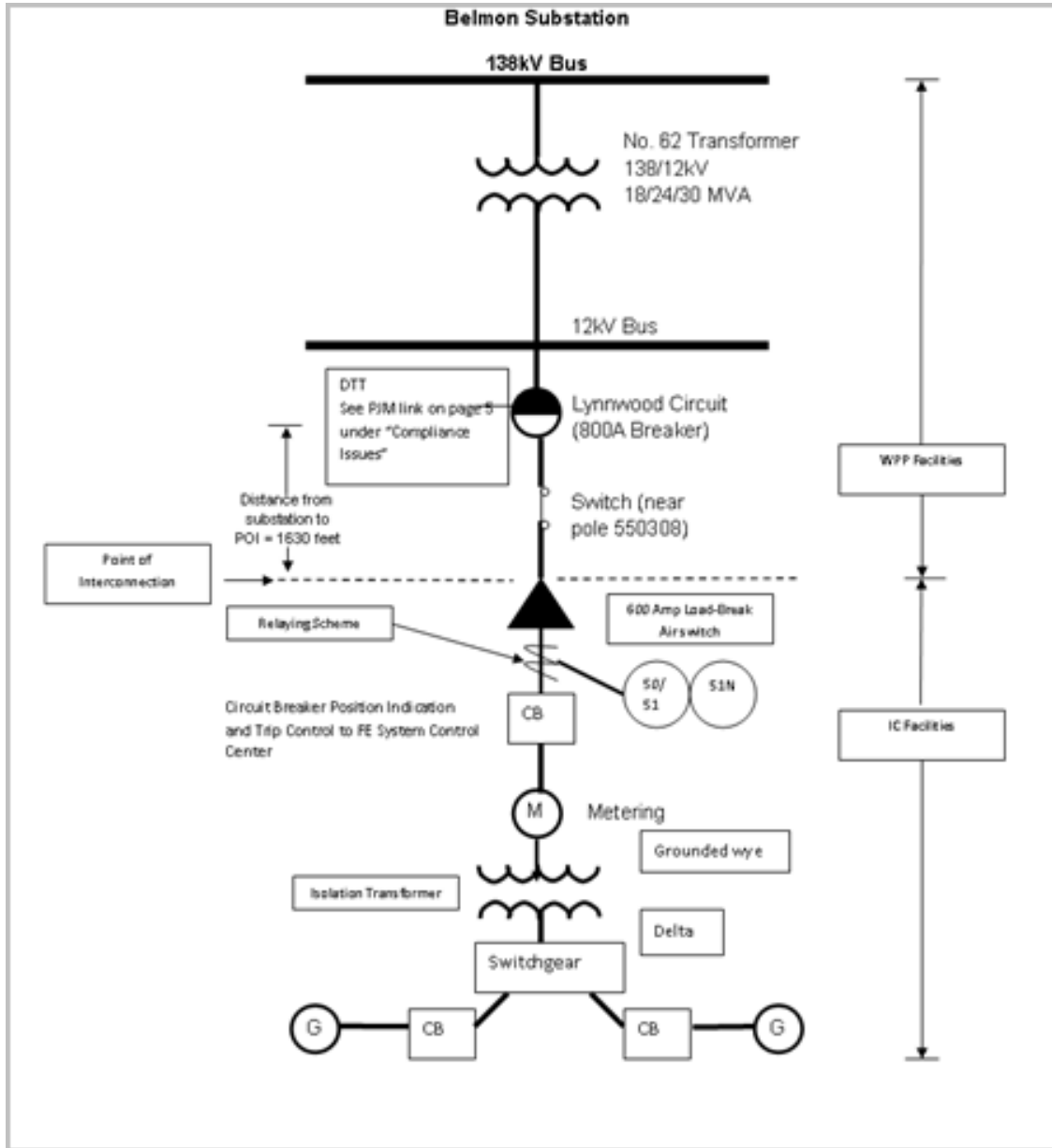
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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



**SCHEDULES:**

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

**SCHEDULE A  
SINGLE-LINE DIAGRAM**



SCHED

**ULE B**

**LIST OF METERING EQUIPMENT**

**Metering for PJM**

Wholesale Market Participant shall install the necessary equipment to provide “Revenue

Metering (KWH, KVARH)” and real time data (KW, KVAR) for the Wholesale Market Participant’s Customer Facility. See PJM Manuals M-01 and M-14D, and Sections 8.1 through 8.5 of Appendix 2 to this ISA.

**Metering for Interconnected Transmission Owner**

Interconnected Transmission Owner shall provide, own, operate, test, and maintain the revenue metering equipment at Wholesale Market Participant’s expense. The revenue metering equipment shall be located at the generation facility on the high voltage side of the main step-up transformer(s) unless otherwise agreed to by Interconnected Transmission Owner and Wholesale Market Participant. The revenue metering will be compensated for electrical energy losses if it is not located at the Point of Interconnection.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

## SCHEDULE D

### APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

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

4. “Wholesale Generation Interconnection Manual” which is available at:

<http://www.pjm.com/planning/design-engineering/to-tech-standards.aspx>**SCHEDULE E**

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

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

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

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

Not Required.

Document Content(s)

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FERC GENERATED TARIFF FILING.RTF.....4-21