

January 26, 2023

Via Electronic FilingThe Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426**Re: West Penn Power Company - Filing of Borderline Service Agreement
with Pennsylvania Power Company in Docket No. ER23-939-000**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)¹ and Part 35 of the Federal Energy Regulatory Commission’s (“Commission’s”) Rules of Practice and Procedure,² West Penn Power Company (“WP” or the “Applicant”), a transmission owning member of the PJM Interconnection, L.L.C. (“PJM”), hereby submits for filing one Borderline Service Agreement,³ designated as Service Agreement No. 6623 (“SA No. 6623” or the “Service Agreement”), between WP and Pennsylvania Power Company (“Penn Power”) described in more detail herein.⁴

I. Description of the Applicant and Background

WP is a Pennsylvania corporation that owns and operates electric facilities for the

¹ 16 U.S.C. § 824d.

² 18 C.F.R. Part 35.

³ Consistent with Commission precedent, PJM is a signatory to the Service Agreement for the limited purpose of acknowledging that a representative of PJM has read the Service Agreement. *See Am. Elec. Power. Serv. Corp.*, 110 FERC ¶ 61,276, *order on reh’g* 112 FERC ¶ 61,128 (2005).

⁴ Pursuant to Order No. 714, this filing is submitted by PJM on behalf of the Applicant as part of an XML filing package that conforms to the Commission’s regulations. PJM has agreed to make all filings on behalf of the PJM Transmission Owners in order to retain administrative control over the PJM Tariff. Thus, the Applicant requested that PJM submit the Service Agreement in the eTariff system as part of PJM’s electronic Service Agreement Tariff.

transmission and distribution of electric power in the Commonwealth of Pennsylvania. WP is a transmission-owning member of PJM, and its transmission facilities are subject to the functional control of PJM which provides transmission service to customers pursuant to the PJM Open Access Transmission Tariff ("PJM Tariff").

II. Description of the Service Agreement

The Service Agreement is described below. Service has not commenced under the Service Agreement and no payments have been made pursuant to the Service Agreement.

SA No. 6623

SA No. 6623 is a borderline service agreement by and between WP and Penn Power and is dated November 16, 2022. SA No. 6623 sets forth the terms by which WP will provide borderline service to Penn Power at the "Point of Supply" located at the Sienna Village Butler County, PA township service boundary between Adams Township (Penn Power) and Middlesex Township (WP) as shown in Appendix B of SA No. 6623.

III. Request for Effective Date

The Applicant requests an effective date for the Service Agreement of March 29, 2023, which is sixty-one (61) days after the date of this filing.

IV. Communications

Please direct any communications regarding this filing to the following individuals:

Amanda P. Parker
Attorney
FirstEnergy Corp.
76 South Main Street
Akron, Ohio 44308
Phone: (330) 730-8558
aparker@firstenergycorp.com
Counsel for Applicant

Nicholas A. Giannasca
Haldane F. Davies
Davis Wright Tremaine LLP
21st Floor
1251 Avenue of the Americas
New York, NY 10020-1104
Phone: (212) 603-6406
NicholasGiannasca@dwt.com
HaldaneDavies@dwt.com
Counsel for Applicant

V. Documents Submitted With This Filing

In accordance with the Commission's eTariff regulations, PJM, on behalf of the Applicant, is submitting an eTariff XML filing package containing the following materials:

- this transmittal letter;
- the Service Agreement in eTariff format;
- a clean copy of the Service Agreement in PDF format for publishing in eLibrary; and
- a PDF document with the signatures pages of the parties to the Service Agreement for publishing in eLibrary.

VI. Service

The Applicant has served copies of this filing upon all other parties as may be required by the Commission (including Penn Power).

VII. Conclusion

The Applicant hereby respectfully requests that the Commission accept for filing SA No. 6623 with an effective date of March 29, 2023. The Applicant further requests any waivers of the Commission's regulations as necessary to give effect to such agreement as requested by the Applicant. Please direct any questions regarding the instant filing to the undersigned.

Respectfully submitted,

/s/ Haldane F. Davies

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Counsel for Applicant

BORDERLINE SERVICE AGREEMENT

THIS BORDERLINE SERVICE AGREEMENT (“Agreement”) is made and entered into this 16 day of November, 2022 (the “Effective Date”), by and between West Penn Power Company (Selling Party), and Pennsylvania Power Company (Purchasing Party). Selling Party and Purchasing Party shall each be referred to as a “Party” and collectively as the “Parties.” For the avoidance of doubt, the terms “Party” and “Parties” as used herein shall not include PJM Interconnection, L.L.C. (“PJM”) or any successor Regional Transmission Organization (“RTO”).

WHEREAS, each Party is engaged in the supply and distribution of electric energy to the public in its respective service territory;

WHEREAS, Purchasing Party finds it desirable to purchase energy, capacity and delivery service (“Borderline Service”) from Selling Party, to supply customers of Purchasing Party remote from its present facilities rather than to extend its own facilities for such purpose; and

WHEREAS, the Federal Energy Regulatory Commission (“FERC” or the “Commission”) has required the Parties to include PJM as a signatory to this Agreement in order to ensure that PJM is kept fully apprised of the matters addressed herein and so that PJM may be kept aware of any reliability and planning issues that may arise.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the acceptance and performance thereof, and intending to be legally bound, each Party hereto has mutually agreed with the other as follows:

1. During the term of this Agreement, Selling Party shall provide Borderline Service to Purchasing Party at the point(s) of supply set forth in Appendix A to this Agreement as a Borderline Interconnection Point (each, a “Point of Supply”), and Purchasing Party shall pay for such Borderline Service in accordance with the rates, terms and conditions set forth in Selling Party’s Retail Service Tariff, which is currently on file with The States Commission, as the same may be amended or superseded (the “Tariff”).
2. Purchasing Party shall pay Selling Party for any line extension, and any related facilities necessary to provide the Borderline Service, and any associated facility costs (including design work), as applicable, in accordance with Selling Party’s Tariff provisions. Purchasing Party shall also bear and shall pay Selling Party for, any future costs associated with relocating or rearranging said facilities. Selling Party shall invoice Purchasing Party for any such extension, relocation and/or rearrangement costs, and Purchasing Party shall pay Selling Party such invoiced amount.
3. The energy component of Borderline Service shall be supplied at sixty (60) cycle alternating current at such potential and of such phase as may be mutually agreed upon.
4. The energy component of Borderline Service shall be measured at the Point of Supply, or at the nearest suitable and convenient point, by meters installed and maintained by Selling Party, in either case in accordance with the Tariff.

5. Selling Party's undertaking extends only to the supplying of Borderline Service to Purchasing Party at the Point(s) of Supply set forth in Appendix A to this Agreement. Purchasing Party assumes full responsibility in connection with service hereunder at or from Purchasing Party's side of the Point of Supply thereof and for the wires, apparatus, devices and appurtenances thereon used in connection therewith. Purchasing Party shall indemnify, save harmless and defend Selling Party against all claims, demands, costs or expenses for loss, or injuries to persons or property in any manner directly or indirectly arising from, in connection with or growing out of the consumption or distribution of Borderline Service by Purchasing Party at or on Purchasing Party's side of the Point of Supply, set forth in the one-line diagrams in Appendix B to this Agreement. Selling Party will use reasonable diligence to preserve as nearly as possible the continuity of its Borderline Service, but in the event of failure of Borderline Service in whole or in part, it shall not be subject to any liability, penalty or payment for or on account of any such failure. It is expressly agreed that Selling Party shall only be liable, if at all, for direct contract damages related to a material breach under this Agreement other than a failure of Borderline Service.

6. Bills shall be rendered by Selling Party for Borderline Service supplied to Purchasing Party. Payments shall be made as per the terms of the invoice.

7. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of each respective Party hereto, but neither Party shall assign any rights hereunder without the written consent of the other Party; provided, however, that nothing herein shall prevent or limit the right of either Party to lease or transfer any or all of its property rights, privileges and franchise, including its rights under this Agreement, or any of them, to another corporation organized for the purpose of conducting a business of the same general character as that of the lessor or transferor, or to enter into any lawful merger or consolidation, or to make a general mortgage of all of its property, privileges and franchises and in case of such lease, transfer, merger, consolidation or mortgage, the rights and obligations acquired under this Agreement shall pass to the lessee, assignee, merging or consolidating company, or trustee under such mortgage.

8. The term of this Agreement shall commence as of the Effective Date, or such other effective date authorized by the FERC, and shall continue in force for a period of five (5) years from said date and from year-to-year thereafter until terminated by ninety (90) business days' prior written notice from either Party to the other; provided, however, that in particular cases, an arrangement for Borderline Service at a particular Point of Supply may be made for a special term extending beyond the term of this Agreement in which event the provisions of this Agreement shall continue in force as to that particular Point of Supply until the expiration of such special term. In the event that Purchasing Party ceases taking electric service from Selling Party, Selling Party may terminate this Agreement effective thirty (30) business days after written notice of such termination is provided to Purchasing Party.

9. The Parties may add or modify the Point(s) of Supply set forth in Appendix A, including any one-line diagrams in Appendix B of this Agreement through mutual agreement and a written amendment of this Agreement.

10. The Parties shall file this Agreement with the Commission and request that the Commission issue an order deeming this Agreement accepted for filing.

11. This Agreement (as well as any claim or controversy arising out of or relating to this Agreement) will be governed by and construed in accordance with the law of the State of Ohio, without regard to the conflicts of laws rules thereof that would otherwise require the laws of another jurisdiction

to apply. All complaints, suits and any other disputes not otherwise settled by the Parties arising out of or related to this Agreement shall be filed first with the Commission.

12. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by the Parties. Such amendment will become effective and a part of this Agreement upon satisfaction of applicable law.

13. The Parties shall maintain such records as are necessary to properly support the accuracy of the reported energy deliveries and to support the accounting methods, costs, and other calculations used to determine transaction under this Agreement. Upon reasonable advance notice and at its sole expense, each Party shall have the right at reasonable intervals and during normal business hours of the other Party to audit the relevant records of the other Party to the extent necessary to determine the accuracy of any billing arising under this Agreement.

14. Nothing in this Agreement shall be construed to create or give rise to any liability on the part of PJM and each Party expressly waives any claims that may arise against PJM under this Agreement.

15. The Parties acknowledge and understand that the signature of the authorized representative of PJM on this Agreement is for the limited purpose of acknowledging that a representative of PJM has read the terms of this Agreement. The Parties and PJM further state that they understand that FERC desires that the Parties keep PJM fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the PJM representative shall not in any way be deemed to imply that (a) PJM is taking responsibility for the actions of any Party, (b) PJM has any affirmative duties under this Agreement, or (c) PJM is liable in any way under this Agreement.

16. Written Notice Provisions are as follows:

If to Selling Party: Manager, FERC & Wholesale Connection Support
FirstEnergy Service Company
76 S. Main St., 10th Floor
Akron, OH 44308
and
Attorney for FERC & Wholesale Connection Support
FirstEnergy Service Company
76 S. Main St., 15th Floor
Akron, OH 44308

If to Purchasing Party: Manager, FERC & Wholesale Connection Support
FirstEnergy Service Company
76 S. Main St., 10th Floor
Akron, OH 44308
and
Attorney for FERC & Wholesale Connection Support
FirstEnergy Service Company
76 S. Main St., 15th Floor
Akron, OH 44308

If to PJM: Vice President-Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W., Suite 600
Washington D.C. 20005

and
General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403

The above listed titles and addresses for a Party or PJM may be changed by written notice to all other Parties and PJM.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, the day and year first above written.

Service Agreement No. 6623

WEST PENN POWER COMPANY (Selling Party)

By: /s/ Thomas R. Pryatel
(Signature)

Name: Thomas R. Pryatel
(Print)

Title: Director, Distribution Engineering Support

Date: 11/16/22

PENNSYLVANIA POWER COMPANY (Purchasing Party)

By: /s/ Greg Hussing
(Signature)

Name: Gregory F. Hussing
(Print)

Title: Director, FERC & RTO Technical Support

Date: 11/16/2022

The signature below of the authorized representative of PJM Interconnection, L.L.C. is for the limited purpose of acknowledging that a representative of PJM has read this Agreement as of the Effective Date.

Service Agreement No. 6623

PJM INTERCONNECTION, L.L.C.

By: /s/ David W. Souder
(Signature)

Name: David W. Souder
(Print)

Title: Executive Director, System Planning

Date: January 5, 2023

APPENDIX A

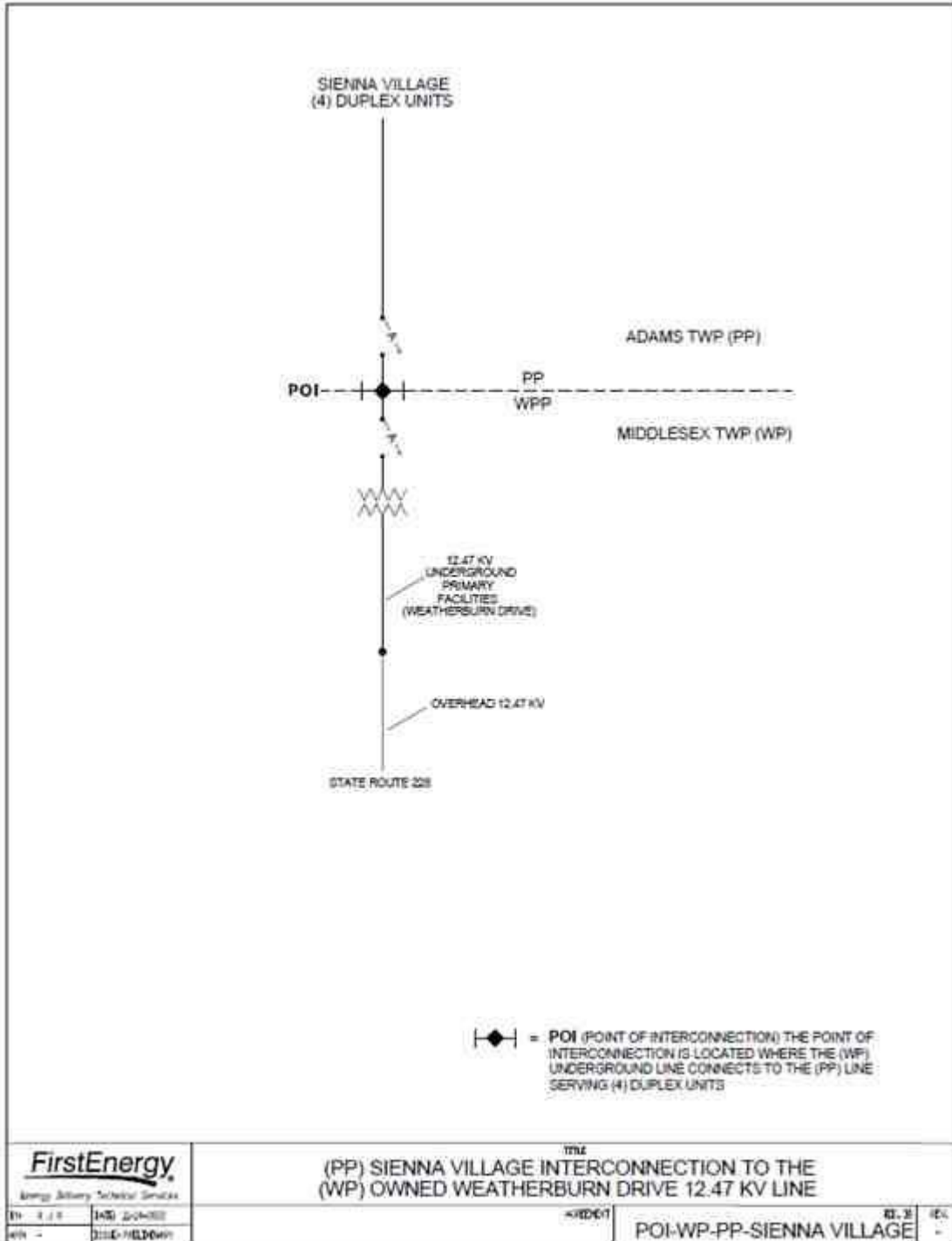
Point(s) of Supply:

Selling Party shall provide Borderline Service to Purchasing Party at the following Point(s) of Supply:

1.1 The point hereby designated and hereinafter called “**Sienna Village Borderline Interconnection Point.**” The “Point of Supply” is located at the Sienna Village Butler County, PA township service boundary between Adams Township (Pennsylvania Power Company) and Middlesex Township (West Penn Power Company) as shown in Appendix B.

APPENDIX B

One-Line Diagram(s):



The above listed titles and addresses for a Party or PJM may be changed by written notice to all other Parties and PJM.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, the day and year first above written.

Service Agreement No. 6623

WEST PENN POWER COMPANY (Selling Party)

By: /s/ Thomas R.. Pryatel
(Signature)

Name: Thomas R. Pryatel
(Print)

Title: Director, Distribution Engineering Support

Date: 11/16/22

PENNSYLVANIA POWER COMPANY (Purchasing Party)

By: /s/ Greg Hussing
(Signature)

Name: Gregory F. Hussing
(Print)

Title: Director, FERC & RTO Technical Support

Date: 11/16/2022

The signature below of the authorized representative of PJM Interconnection, L.L.C. is for the limited purpose of acknowledging that a representative of PJM has read this Agreement as of the Effective Date.

Service Agreement No. 6623

PJM INTERCONNECTION, L.L.C.

By: David W. Souder
(Signature)

Name: David W. Souder
(Print)

Title: Executive Director, System Planning

Date: January 5, 2023