

190 FERC ¶ 61,059
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Mark C. Christie, Chairman;
Willie L. Phillips, David Rosner,
Lindsay S. See, and Judy W. Chang.

Stronghold Digital Mining Inc.
Scrubgrass Reclamation Company, L.P.

Docket No. IN24-14-000

ORDER APPROVING STIPULATION AND CONSENT AGREEMENT

(Issued January 30, 2025)

1. The Commission approves the attached Stipulation and Consent Agreement (Agreement) between the Office of Enforcement (Enforcement) and Stronghold Digital Mining Inc. (Stronghold) and Scrubgrass Reclamation Company, L.P. f/k/a Scrubgrass Generating Company LP (Scrubgrass) (collectively, the Companies). This order is in the public interest because the Agreement resolves on fair and equitable terms Enforcement's investigation (Investigation) under Part 1b of the Commission's regulations, 18 C.F.R. Part 1b (2024), into whether the Companies violated the PJM Interconnection, L.L.C. Tariff (PJM Tariff) or Commission regulations in connection with operating the Scrubgrass Generating Plant (the Plant) during the period June 2021 through May 2022 (Relevant Period).

2. The Companies stipulate to the facts in Section II of the Agreement and admit the violations described in Section III of the Agreement. The Companies agree to: (a) disgorge to PJM \$678,635 in capacity revenues received during the Relevant Period; (b) pay a civil penalty of \$741,365 to the United States Treasury; and (c) provide compliance training to relevant personnel and compliance monitoring reports to Enforcement as described in the Agreement.

I. Facts

3. Stronghold is a vertically integrated crypto asset mining company focused on mining Bitcoin. It is incorporated in the state of Delaware. Stronghold's business model is to purchase power plants, install Bitcoin mining operations, and then profit by alternating between the more profitable of selling power wholesale or mining Bitcoin. Stronghold is the upstream owner of Scrubgrass.

4. Scrubgrass owns and operates the Plant, which is located in northwestern Pennsylvania. The Plant runs primarily on coal refuse, sometimes called waste coal or coal waste, which refers to the byproducts created from coal mining.
5. From 2018 to 2022, the Plant was a capacity resource in PJM with a “must offer requirement” of approximately 85 MW, with small variations from year to year. PJM’s must offer requirement is set forth in PJM’s Tariff, Attachment K, Appendix, Section 1.10.1A(d).
6. Under the Appendix to Attachment K of PJM’s Tariff, Section 1.10.1A(d), the Plant was required to: (1) offer its Installed Capacity (ICAP) equivalent of the Plant’s cleared Unforced Capacity (UCAP)¹ into the PJM energy markets every day if not on outage or derated; and (2) be available for scheduling and dispatch unless the unit designates its offers as a “Maximum Emergency” offer (requiring it to fall under at least one of four tariff-defined categories).
7. As part of submitting energy offers into PJM’s energy markets, the Plant submitted energy offers with various parameters, including Economic Maximum (EcoMax) and Emergency Maximum (EmerMax). Both parameters are required for supply offers. Under the PJM Tariff, EcoMax is “the highest incremental MW output level, submitted to PJM market systems by a Market Participant, that a unit can achieve while following economic dispatch.”² The EmerMax parameter represents the maximum output of energy the unit can produce and still maintain a stable level of operation.³ When a unit is also a capacity resource, PJM’s Tariff requires the unit to offer EmerMax in the amount equal to its must offer requirement unless the unit is on outage or derated.⁴
8. During the Relevant Period, the Plant submitted energy offers into PJM’s energy markets with EcoMax and EmerMax values that were lower than its must offer requirement, adjusted for outages and derates. Specifically, the plant failed to offer its available capacity into the PJM market 67 percent of the day-ahead hours and in 69 percent of the real-time hours during the Relevant Period.

¹ UCAP is the ICAP of a resource, rated at summer conditions, that is not, on average, experiencing a forced outage or derating. See PJM – PJM Glossary, “Unforced Capacity (UCAP),” https://www.pjm.com/Glossary#index_U (last accessed Jan. 7, 2025).

² PJM Tariff, § 1, Definitions - E – F (2023).

³ PJM – PJM Glossary, “Emergency Maximum Generation Limit,” https://www.pjm.com/Glossary#index_E (last accessed Jan. 7, 2025).

⁴ PJM Tariff, Attachment K, Appendix, § 1.10.1A(d).

9. During this same period, the Plant produced more energy than it offered into PJM's energy markets. It did so for approximately 57 percent of day-ahead hours and 59 percent of real-time hours during the Relevant Period. The Plant used portions of its generated energy, which it did not offer into PJM's energy markets, to run its Bitcoin mining rigs. Further, the Plant purchased power from PJM at wholesale rates approximately 24 percent of the time during the Relevant Period, with some of that power incorrectly categorized as Station Power.

10. Enforcement opened this investigation following a March 2022 referral from Monitoring Analytics, PJM's Independent Market Monitor (IMM).

11. In June 2022, the Companies determined that, given its Bitcoin mining load and operational characteristics, Scrubgrass should not participate in the PJM capacity market. Accordingly, Scrubgrass employed a bilateral transaction to exit its obligations as a capacity resource.

12. Despite exiting its capacity obligations for the 2022-2023 Planning Year, the Plant must still submit capacity offers into PJM going forward, including for the 2025/2026 PJM Capacity Auction. The Plant is relieved of this requirement only if it is eligible for an exception or applies to be an energy-only resource.⁵ As of the date of this Agreement, the Plant has not sought an exception and has not applied to be an energy only resource.

II. Violations

Enforcement made the following determinations.

13. PJM Tariff, Attachment K, Appendix, Section 1.7.4(f) states:

Each Market Participant shall operate, or shall cause to be operated, any generating resources owned or controlled by such Market Participant that are within the PJM Region or otherwise supplying energy to or through the PJM Region in a manner that is consistent with the standards, requirements or directions of the Office of the Interconnection and that will permit the Office of the Interconnection to perform its obligations under this Agreement; provided, however, no Market Participant shall be required to take any action that is inconsistent with Good Utility Practice or applicable law.

14. Enforcement determined that Scrubgrass violated this section during the Relevant Period when it: (1) offered the Plant into PJM's energy markets with EcoMax and EmerMax values that understated the amount of power the Plant was capable of

⁵ See PJM OATT, Attachment DD, § 6.6(g).

producing and actually did produce; and (2) bought power from PJM at wholesale rates under the guise of Station Power but did not use the power for Station Power. Scrubgrass's actions were inconsistent with the standards, requirements, and directions of the Office of Interconnection and hindered PJM from effectively performing its obligations.

15. PJM Tariff, Attachment K, Appendix, Section 1.10.1A(d) states in pertinent part:

Market Sellers owning or controlling the output of a Generation Capacity Resource that is committed as a Capacity Resource under Tariff, Attachment DD or RAA, Schedule 8.1, and that has not been rendered unavailable by a Generator Planned Outage, a Generator Maintenance Outage, or a Generator Forced Outage shall submit offers for the available capacity of such Generation Capacity Resource, including any portion that is self-scheduled by the Generating Market Buyer.

16. Enforcement determined that Scrubgrass violated this provision by not submitting offers for the Plant's available capacity. Enforcement determined that the offering behavior observed in the data was not the result of an outage or other operational issue. Rather, Enforcement determined that when prices were favorable, considering both PJM energy market prices and Bitcoin market prices, Scrubgrass directed the Plant's output towards its Bitcoin mining operations.

III. Stipulation and Consent Agreement

17. Enforcement and the Companies have resolved the Investigation by means of the attached Agreement.

18. The Companies stipulate to the facts set forth in Section II of the Agreement and admit to the violations described in Section III of the Agreement.

19. Scrubgrass agrees to pay a civil penalty of \$741,365 to the United States Treasury, consistent with the payment plan set forth in the Agreement.

20. Scrubgrass agrees to pay \$678,635 in disgorgement to PJM, consistent with the payment plan set forth in the Agreement.

21. If Scrubgrass does not make the civil penalty and disgorgement payments at the times agreed by the parties, then Stronghold agrees to be jointly and severally liable for any remaining unpaid amounts and agrees to make payments consistent with the terms of the Agreement.

22. The Companies agree to submit an annual compliance monitoring report to Enforcement for two years with a third year at Enforcement's sole discretion, and to provide compliance training as set forth in the Agreement.

IV. Determination of Appropriate Sanctions and Remedies

23. In recommending the appropriate remedy, Enforcement considered the factors in the Revised Policy Statement on Penalty Guidelines,⁶ including the fact that the Companies cooperated with Enforcement during the Investigation.

24. The Commission concludes that the Agreement is a fair and equitable resolution of the matters concerned and is in the public interest, as it reflects the nature and seriousness of the conduct.

25. The Commission also concludes that Scrubgrass's civil penalty is consistent with the Revised Policy Statement on Penalty Guidelines.

26. The Commission directs Scrubgrass to satisfy disgorgement and pay the civil penalty as required under the Agreement and consistent with the payment plan set forth therein.

27. The Commission directs Stronghold to satisfy any remaining unpaid civil penalty and disgorgement amounts consistent with the terms of the Agreement, to the extent that Scrubgrass does not make the civil penalty and disgorgement payments at the times agreed by the parties.

28. The Commission directs the Companies to comply with the provisions in the Agreement including requiring the Companies to submit an annual compliance monitoring report to Enforcement for two years with a third year at Enforcement's sole discretion.

29. The Commission directs PJM to allocate the disgorged funds in its discretion for the benefit of PJM's customers and upon approval by Enforcement of PJM's plan for doing so.

⁶ *Enforcement of Statutes, Orders, Rules and Regulations*, 132 FERC ¶ 61,216 (2010).

Docket No. IN24-14-000

- 6 -

The Commission orders:

The attached Stipulation and Consent Agreement is hereby approved without modification.

By the Commission.

(S E A L)

Debbie-Anne A. Reese,
Secretary.

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Stronghold Digital Mining Inc.
Scrubgrass Reclamation Company, L.P.

Docket No. IN24-14-000

STIPULATION AND CONSENT AGREEMENT

I. INTRODUCTION

1. The Office of Enforcement (“Enforcement”) of the Federal Energy Regulatory Commission (“Commission”), and Scrubgrass Reclamation Company, L.P. f/k/a Scrubgrass Generating Company LP (“Scrubgrass”) and Stronghold Digital Mining Inc. (“Stronghold”) (together, “the Companies”), enter into this Stipulation and Consent Agreement (“Agreement”) to resolve a nonpublic, preliminary investigation (the “Investigation”) conducted by Enforcement pursuant to Part 1b of the Commission’s regulations, 18 C.F.R. Part 1b (2024). The Investigation examined whether the Companies improperly operated the Scrubgrass coal refuse plant (the “Plant”) in markets operated by PJM Interconnection, L.L.C. (“PJM”) from June 2021 to May 2022 (the “Relevant Period”).

2. The Companies stipulate to the facts in Section II and admit the violations in Section III. The Companies agree to: (a) disgorge to PJM \$678,635 in capacity revenues received during the Relevant Period; (b) pay a civil penalty of \$741,365 to the United States Treasury; and (c) provide compliance training to relevant personnel and compliance monitoring reports to Enforcement as provided more fully below.

II. STIPULATIONS

Enforcement and the Companies hereby stipulate and agree to the following facts.

3. Stronghold is a vertically integrated crypto asset mining company focused on mining Bitcoin. It is incorporated in the state of Delaware. Stronghold’s business model is to purchase power plants, install Bitcoin mining operations, and then profit by alternating between the more profitable of selling power wholesale or mining Bitcoin. Stronghold is the upstream owner of Scrubgrass.

4. Scrubgrass owns and operates the Plant, which is located in northwestern Pennsylvania. The Plant runs primarily on coal refuse, sometimes called waste coal or coal waste, which refers to the byproducts created from coal mining.

5. From 2018 to 2022, the Plant was a capacity resource in PJM with a “must offer requirement” of approximately 85 MW, with small variations from year to year. PJM’s must offer requirement is set forth in PJM’s Tariff, Attachment K, Appendix, Section 1.10.1A(d).

6. Under the Appendix to Attachment K of PJM’s Tariff, Section 1.10.1A(d), the Plant was required to: (1) offer its Installed Capacity (“ICAP”) equivalent of the Plant’s cleared Unforced Capacity (“UCAP”)¹ into the PJM energy markets every day if not on outage or derated; and (2) be available for scheduling and dispatch unless the unit designates its offers as a “Maximum Emergency” offer (requiring it to fall under at least one of four tariff-defined categories).

7. As part of submitting energy offers into PJM’s energy markets, the Plant submitted energy offers with various parameters, including Economic Maximum (“EcoMax”) and Emergency Maximum (“EmerMax”). Both parameters are required for supply offers. Under the PJM Tariff, EcoMax is “the highest incremental MW output level, submitted to PJM market systems by a Market Participant, that a unit can achieve while following economic dispatch.”² The EmerMax parameter represents the maximum output of energy the unit can produce and still maintain a stable level of operation.³ When a unit is also a capacity resource, PJM’s Tariff requires the unit to offer EmerMax in the amount equal to its must offer requirement unless the unit is on outage or derated.⁴

8. During the Relevant Period, the Plant submitted energy offers into PJM’s energy markets with EcoMax and EmerMax values that were lower than its must offer requirement, adjusted for outages and derates. Specifically, the plant failed to offer its available capacity into the PJM market 67 percent of the day-ahead hours and in 69 percent of the real-time hours during the Relevant Period.

9. During this same period, the Plant produced more energy than it offered into PJM’s energy markets. It did so for approximately 57 percent of day-ahead hours and 59 percent of real-time hours during the Relevant Period. The Plant used portions of its

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² PJM Tariff, § 1, Definitions - E – F (2023).

³ PJM – PJM Glossary, “Emergency Maximum Generation Limit,” https://www.pjm.com/Glossary#index_E (last accessed Oct. 16, 2024).

⁴ PJM Tariff, Attachment K, Appendix, § 1.10.1A(d).

generated energy, which it did not offer into PJM's energy markets, to run its Bitcoin mining rigs. Further, the Plant purchased power from PJM at wholesale rates approximately 24 percent of the time during the Relevant Period, with some of that power incorrectly categorized as Station Power.

10. Enforcement opened this investigation following a March 2022 referral from Monitoring Analytics, PJM's Independent Market Monitor ("IMM").

11. In June 2022, the Companies determined that, given its Bitcoin mining load and operational characteristics, Scrubgrass should not participate in the PJM capacity market. Accordingly, Scrubgrass employed a bilateral transaction to exit its obligations as a capacity resource.

12. Despite exiting its capacity obligations for the 2022-2023 Planning Year, the Plant must still submit capacity offers into PJM going forward, including for the 2025/2026 PJM Capacity Auction. The Plant is relieved of this requirement only if it is eligible for an exception or applies to be an energy-only resource.⁵ As of the date of this Agreement, the Plant has not sought an exception and has not applied to be an energy only resource.

III. VIOLATIONS

13. PJM Tariff, Attachment K, Appendix, Section 1.7.4(f) states:

Each Market Participant shall operate, or shall cause to be operated, any generating resources owned or controlled by such Market Participant that are within the PJM Region or otherwise supplying energy to or through the PJM Region in a manner that is consistent with the standards, requirements or directions of the Office of the Interconnection and that will permit the Office of the Interconnection to perform its obligations under this Agreement; provided, however, no Market Participant shall be required to take any action that is inconsistent with Good Utility Practice or applicable law.

14. Enforcement determined that Scrubgrass violated this section during the Relevant Period when it: (1) offered the Plant into PJM's energy markets with EcoMax and EmerMax values that understated the amount of power the Plant was capable of producing and actually did produce; and (2) bought power from PJM at wholesale rates under the guise of Station Power but did not use the power for Station Power. Scrubgrass's actions were inconsistent with the standards, requirements, and directions of the Office of Interconnection and hindered PJM from effectively performing its obligations.

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15. PJM Tariff, Attachment K, Appendix, Section 1.10.1A(d) states in pertinent part: Market Sellers owning or controlling the output of a Generation Capacity Resource that is committed as a Capacity Resource under Tariff, Attachment DD or RAA, Schedule 8.1, and that has not been rendered unavailable by a Generator Planned Outage, a Generator Maintenance Outage, or a Generator Forced Outage shall submit offers for the available capacity of such Generation Capacity Resource, including any portion that is self-scheduled by the Generating Market Buyer.
16. Enforcement determined that Scrubgrass violated this provision by not submitting offers for the Plant's available capacity. Enforcement determined that the offering behavior observed in the data was not the result of an outage or other operational issue. Rather, Enforcement determined that when prices were favorable, considering both PJM energy market prices and Bitcoin market prices, Scrubgrass directed the Plant's output towards its Bitcoin mining operations.

IV. REMEDIES AND SANCTIONS

17. For purposes of settling any and all civil and administrative disputes and proceedings arising from or related to the Companies' conduct evaluated in Enforcement's Investigation, the Companies agree with the facts as stipulated in Section II of this Agreement and admit the violations described in Section III of this Agreement. The Companies further agree to undertake the obligations set forth in the following paragraphs.

A. Civil Penalty

18. Scrubgrass agrees to pay a civil penalty of \$741,365 to the United States Treasury, by wire transfer in accordance with the Payment Plan set forth below.

B. Disgorgement

19. Scrubgrass agrees to pay \$678,635 in disgorgement to PJM in accordance with the Payment Plan set forth below, to be allocated by PJM in its discretion for the benefit of PJM market participants harmed by the Companies' conduct and upon approval by Enforcement of PJM's plan for doing so.

C. Payment Plan

20. Scrubgrass shall make the civil penalty and disgorgement payments on the following terms, based upon representations the Companies made to Enforcement regarding their inability to pay ("Payment Plan"). The total settlement amount is

\$1,420,000 (“Settlement Amount”), which represents the \$741,365 civil penalty plus the \$678,635 in disgorgement.

21. Scrubgrass shall pay the Settlement Amount over a period of three years. In the first year Scrubgrass shall pay a lump sum of \$355,000, due 10 days after the Effective Date of this Agreement, as defined herein. This lump sum payment shall be paid to PJM as disgorgement. In the second and third years, Scrubgrass shall make 8 payments of \$133,125 on a calendar quarter basis (“Quarterly Payment”). The Quarterly Payments shall be due on the first day of each quarter. The first Quarterly Payment shall be due following the fourth full calendar quarter after the Effective Date of this Agreement. Scrubgrass shall pay the Quarterly Payments first to PJM as disgorgement until the disgorgement is fully paid, and thereafter to the United States Treasury in satisfaction of the civil penalty.

22. If Scrubgrass seeks to pay some or all of the Settlement Amount sooner than such amounts would otherwise become due under the Payment Plan, it shall contact Enforcement. Scrubgrass and Enforcement will work in good faith to determine the terms and effect of any such advanced payment.

23. Scrubgrass shall promptly notify Enforcement when making payments pursuant to the Agreement by providing proof of payment. Proof of payment shall include both the date and the amount and shall be sent by email to the Director of the Office of Enforcement and Enforcement shall promptly confirm receipt.

24. If Scrubgrass does not make the civil penalty and disgorgement payments described above at the times agreed by the parties, then Stronghold shall be jointly and severally liable for any remaining unpaid amounts and shall make payments consistent with the terms of this Agreement.

D. Compliance

25. For a period of five years following the Effective Date, the Companies shall provide annual compliance training focused primarily on the applicable Tariff and related rules, regulations, and requirements applicable to operating generators, to all personnel whose job responsibilities relate to the generators’ participation in Commission jurisdictional markets. The scope of the compliance training shall be relevant to the Companies’ then-current participation in Commission jurisdictional markets.

26. The Companies shall submit two annual compliance monitoring reports to Enforcement, with a third year at Enforcement’s sole discretion. The first report shall be submitted no later than one year and 30 days after the Effective Date. The second report shall be submitted no later than two years and 30 days after the Effective Date. If a third

report is required, it shall be submitted no later than three years and 30 days after the Effective Date.

27. Each compliance report shall: (i) identify any known incidents of non-compliance with the PJM Tariff or Commission regulations by the Companies that occurred during the period from the date of the Commission's order through the duration of the compliance reporting period, including a description of the nature of the non-compliance and the corrective actions taken; (ii) all compliance measures and procedures the Companies instituted or modified during the reporting period related to the Companies' compliance with the PJM Tariff and Commission regulations; and (iii) all PJM and Commission-related compliance trainings during the reporting period that were administered to the Companies' employees with responsibility for overseeing the Companies' compliance with PJM Tariff requirements, including the dates such training occurred, the topics covered, and the procedures used to confirm which personnel attended.

28. Each compliance monitoring report shall also include an affidavit executed by an officer of the Companies stating that it is true and accurate to the best of his/her knowledge.

29. Upon request by Enforcement, the Companies shall provide to Enforcement documentation supporting the contents of the reports.

V. TERMS

30. The "Effective Date" of this Agreement shall be the date on which the Commission issues an order approving this Agreement without material modification. When effective, this Agreement shall resolve the matters specifically addressed herein that arose on or before the Effective Date as to the Companies and any parent or subsidiary company or affiliated entity, and their respective agents, officers, directors, or employees, both past and present.

31. Commission approval of this Agreement without material modification shall release the Companies and forever bar the Commission from holding the Companies and any affiliated entity, parent or subsidiary company, any successor in interest, and their respective agents, officers, directors, or employees, both past and present, liable for any and all administrative or civil claims arising out of the conduct covered by the Investigation, including conduct addressed and stipulated to in this Agreement, which occurred on or before the Agreement's Effective Date.

32. Failure by the Companies to pay disgorgement, failure by the Companies to pay the civil penalty, or failure by the Companies to comply with any other provision of this Agreement, shall be deemed a violation of a final order of the Commission issued

pursuant to the Federal Power Act (FPA), 16 U.S.C. § 792, et seq., and may subject the Companies to additional action under the enforcement provisions of the FPA.

33. If the Companies do not make the required disgorgement payments described above within the times agreed by the parties, or if the Companies do not make the required civil penalty payments described above within the times agreed by the parties, interest on the unpaid amount will be calculated pursuant to 18 C.F.R. § 35.19a(a)(2)(iii)(A), (B) from the date that payments are due, in addition to any other enforcement action and penalty that the Commission may take or impose.

34. This Agreement binds the Companies and their parents, agents, successors, and assignees. This Agreement does not create any additional or independent obligations on the Companies, or any affiliated entity, its agents, officers, directors, or employees, other than the obligations identified in this Agreement.

35. The signatories to this Agreement agree that they enter into the Agreement voluntarily and that, other than the recitations set forth herein, no tender, offer or promise of any kind by any member, employee, officer, director, agent or representative of Enforcement or by the Companies has been made to induce the signatories or any other party to enter into the Agreement.

36. Unless the Commission issues an order approving the Agreement in its entirety and without material modification, the Agreement shall be null and void and of no effect whatsoever, and neither Enforcement nor the Companies shall be bound by any provision or term of the Agreement, unless otherwise agreed to in writing by Enforcement, and the Companies.

37. In connection with the disgorgement payments and civil penalty payments provided for herein, the Companies agree that the Commission's order approving the Agreement without material modification shall be a final and unappealable order under 316A(b) of the FPA, 16 U.S.C. § 825o-1(b). The Companies waive findings of fact and conclusions of law, rehearing of any Commission order approving the Agreement without material modification, and judicial review by any court of any Commission order approving the Agreement without material modification.

38. This Agreement can be modified only if in writing and signed by Enforcement, and the Companies, and any modifications will not be effective unless approved by the Commission.

39. Each of the undersigned warrants that he or she is an authorized representative of the entity designated, is authorized to bind such entity, and accepts the Agreement on the entity's behalf.


40. The undersigned representative of the Companies affirms that he or she has read the Agreement, that all of the matters set forth in the Agreement are true and correct to the best of his or her knowledge, information and belief, and that he or she understands that the Agreement is entered into by Enforcement in express reliance on those representations.

41. This Agreement may be executed in counterparts, each of which shall be deemed an original.

**JANEL
BURDICK**

Digitally signed by
JANEL BURDICK
Date: 2025.01.28
14:39:22 -05'00'

Janel Burdick
Director, Office of Enforcement
Federal Energy Regulatory Commission


BY: John Decker
Counsel for
Scrubgrass Reclamation Company, LP
Stronghold Digital Mining, Inc.

Date: January 28, 2025

Date: December 10, 2024

Document Content(s)

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