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August 8, 2008

Ms. Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426-0001

FILED
SECRETARY OF THE
COMMISSION
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FEDERAL ENERGY
REGULATORY COMMISSION

Re: PJM Open Access Transmission Tariff Revisions
Docket No. ER08-____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”),¹ and Part 35 of the regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”),² the PJM Transmission Owners, acting through the PJM Consolidated Transmission Owners Agreement (“TOA”),³ file an original and six copies of this transmittal letter and revised tariff sheets containing clarifications to Section 217.3 of PJM Interconnection, L.L.C.’s (“PJM”) Open Access Transmission Tariff (“Tariff”). The language in the revised Tariff sheets clarifies the existing language regarding the responsibility for costs incurred where a New Service Request⁴ calls for the acceleration of construction of a Local Upgrade or Network Upgrade included in PJM’s Regional Transmission Expansion Plan (“RTEP”). The filing also includes a revision to conform the language of Section 217.3 to language used elsewhere in the Tariff. The PJM Transmission Owners request that the Commission permit the revised Tariff sheets to become effective as of October 7, 2008, which is sixty days from the date of this submittal.

I. BACKGROUND

A. Authority of the PJM Transmission Owners to Submit this Filing

Under Section 9.1 of the PJM Tariff, the PJM Transmission Owners, acting pursuant to the TOA, have the right to make an FPA section 205 filing, such as this, to change the Tariff affecting

¹ 16 U.S.C. § 824d (2000).

² 18 C.F.R. Pt. 35 (2008).

³ PJM Interconnection, L.L.C., Consolidated Transmission Owners Agreement, Rate Schedule F.E.R.C. No. 42 (June 19, 2008) (“TOA”).

⁴ All capitalized terms not defined herein are intended to have the same meaning as provided in the Tariff.

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the Transmission Owners' revenue recovery. In accordance with Sections 7.12.1 and 8.15.1 of the TOA, the PJM Transmission Owners have authorized this FPA section 205 filing, pursuant to a vote of the TOA Administrative Committee.⁵

B. Cost Responsibility for System Upgrades Related to New Service Requests

Section 217 of the PJM Tariff addresses the cost responsibility for facilities and upgrades to the PJM Transmission System that are necessary to accommodate New Service Requests. Section 217.3 generally obligates a customer making a New Service Request to pay for any costs that would not have been incurred "but for" that New Service Request.⁶ Respecting cost responsibility associated with an accelerated project, Section 217.3 currently provides that:

[T]he cost responsibility associated with an Interconnection Request that is limited solely to advancing the construction of a transmission enhancement or expansion other than a Merchant Transmission Facility that is included in the [RTEP] shall be limited solely to the time value of advancing the required investment to the party(ies) designated in the [RTEP] as responsible for constructing, owning and/or financing such enhancement or expansion.⁷

The RTEP Protocol, Schedule 6 to the PJM Operating Agreement,⁸ initially included only projects necessary to ensure system reliability.⁹ Starting with a proposal made in 2002, in response to the FERC's directive requiring PJM "to create a planning process that [gives] 'full consideration to all market perspectives and identifies expansions that are critically needed to support competition as well as reliability needs,'" PJM incorporated into its Tariff processes for identifying and including in the RTEP projects that are economically beneficial for the region.¹⁰

⁵ See TOA §§ 7.12.1, 8.15.1.

⁶ PJM Open Access Transmission Tariff § 217.3 (July 11, 2008) ("PJM Tariff") ("Each New Service Customer shall be obligated to pay for 100 percent of the costs of the minimum amount of Local Upgrades and Network Upgrades necessary to accommodate its New Service Request and that would not have been incurred under the Regional Transmission Expansion Plan but for such New Service Request . . .").

⁷ PJM Tariff at § 217.3.

⁸ PJM Interconnection, L.L.C., Amended and Restated Operating Agreement, Schedule 6 (July 7, 2008) ("PJM OA").

⁹ See *PJM Interconnection, L.L.C., et al.* 101 F.E.R.C. ¶ 61,345 at P 23 (2002).

¹⁰ See *id.* (quoting *PJM Interconnection, L.L.C., et al.*, 96 F.E.R.C. ¶ 61,061 at 61,240 (2001)). More recently, PJM proposed to "replace [its] current economic planning protocol with processes [to] enhance economic planning and more closely integrate the planning of transmission for market efficiency with PJM's transmission planning to maintain system reliability." *PJM Interconnection, LLC*, Tariff Filing Letter at 1, filed Sept. 8, 2006, Docket No. ER06-1474-000. Specifically, PJM will use seven metrics to identify which economic projects would be

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The RTEP is intended to ensure the continued reliability of the transmission facilities located within PJM and to ensure that transmission service is provided in an economical manner.¹¹ The Commission has held that PJM's "RTEP appropriately identifies the transmission expansions needed to support competition."¹²

Pursuant to the RTEP, PJM determines what facilities need to be added or upgraded, when those upgrades should occur, and which party or parties will be responsible for constructing, owning and/or financing the addition or upgrade.¹³ Those designated parties are then obligated to construct, own and/or finance such additions or upgrades,¹⁴ but they are able to recover the costs incurred for constructing the RTEP facilities through a "Transmission Enhancement Charge."¹⁵ The cost responsibility for RTEP projects is allocated by PJM in accordance with principles set forth in Schedule 6 of the PJM OA, as recently amended to comply with Opinion No. 494.¹⁶

Acceleration of a project included in the RTEP may be required to accommodate a New Service Request where the New Service Customer seeks to construct, expand or interconnect other facilities.¹⁷ In addition, the PJM Tariff has been interpreted to permit a New Service Customer to request, on a stand-alone basis, the acceleration of an RTEP project.¹⁸ A customer with no intention of constructing, expanding, or interconnecting any facilities may make such a request to

beneficial, and, therefore, should be included in the RTEP. *See PJM Interconnection, LLC*, 123 F.E.R.C. ¶ 61,051 (2008) ("RTEP Proposal Order") (accepting, in part, the tariff filing, and ordering PJM to make a compliance filing providing certain additional details with respect to its proposals.) PJM made the compliance filing on June 16, 2008. *PJM Interconnection, L.L.C.*, Amendments to Schedule 6 of the Amended and Restated Operating Agreement, filed June 16, 2008, Docket No. ER06-1474-006 ("June PJM RTEP Compliance Filing"). Three parties protested the compliance filing, and, on July 22, 2008, PJM filed an answer to these protests ("PJM July 22 Answer").

¹¹ PJM OA, Schedule 6 at § 1.1.

¹² *PJM Interconnection, LLC*, 110 F.E.R.C. ¶ 61,377 at 1 (2005).

¹³ *See* Amended and Restated Operating Agreement of PJM Interconnection, L.L.C., Third Revised Rate Schedule F.E.R.C. No. 24, Schedule 6 §§ 1.5.6(f)-(g) (Dec. 7, 2007) ("PJM OA").

¹⁴ *Id.*, Schedule 6 § 1.7(b).

¹⁵ *Id.*, Schedule 6 § 1.7(c); PJM Tariff, Schedule 12 § (a). This charge, however, does not recover costs for accelerating an RTEP project to accommodate a New Service Request.

¹⁶ *PJM Interconnection, LLC*, Opinion No. 494, 119 F.E.R.C. ¶ 61,063 at PP 79-80 (2007) ("Opinion No. 494"), *order on reh'g*, Opinion No. 494-A, 122 F.E.R.C. ¶ 61,082 (2008).

¹⁷ *See* PJM Tariff §§ 36, *et seq.*

¹⁸ *See Strategic Transmission, LLC v. PJM Interconnection, L.L.C.*, 120 F.E.R.C. ¶ 61,224 at P 3 (2007).

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accelerate an RTEP project to obtain financial rights, such as Incremental Capacity Transfer Rights.¹⁹

Following submission of a New Service Request, PJM conducts feasibility and other studies to determine whether the request can be accommodated and the effect the proposed facilities would have on the system, including what upgrades to existing facilities would be required to accommodate the request.²⁰ If the New Service Request can be accommodated and requires upgrades, the new Service Customer is responsible for those upgrades in accordance with the provisions of Section 217.3 of the Tariff.²¹

C. Related Commission Proceedings

The interpretation of acceleration costs under section 217.3 has been before the Commission in a recently terminated proceeding²² and is currently before the Commission in an active proceeding.²³ In both proceedings, PJM has stated its position that the phrase “time value of advancing the required investment” means all of the costs incurred that would not have been incurred “but for” the request to accelerate the project and that the phrase “time value of advancing the required investment” is not synonymous with the “time value of money.”²⁴ PJM also has stated that the “[t]here are many factors such as overtime scheduling, siting issues, and others that bear on the ability of a transmission owner to accelerate a project and the cost of accelerating that project.”²⁵ In response to the Commission’s request that PJM “review all of its

¹⁹ See, e.g., *Strategic Transmission, LLC v. PJM Interconnection, L.L.C.*, Complaint of Strategic Transmission, LLC Requesting Fast Track Processing at 7, filed May 21, 2007, Docket No. EL07-63-000 (requesting Incremental Capacity Transfer Rights in connection with an acceleration request by an entity that would not be involved with the construction of the project it requested to have advanced. (citing PJM Tariff at § 234)).

²⁰ See generally PJM Tariff at Part IV.

²¹ *Id.* at § 217.3; PJM OA, Schedule 6 at § 1.7(c); PJM Tariff, Schedule 12 § (a).

²² See *Strategic Transmission, LLC v. PJM Interconnection, L.L.C.*, 122 FERC ¶ 61,108 (2008).

²³ See June PJM RTEP Compliance Filing

²⁴ See *Strategic Transmission, LLC v. PJM Interconnection, L.L.C.*, Answer of PJM Interconnection, L.L.C. to Request for Clarification and, in the Alternative, Rehearing of Strategic Transmission, LLC at 2-5, filed Oct. 24, 2007, Docket No. EL07-63-000 (explaining why the two concepts are not synonymous); PJM July 22 Answer at 8-9.

²⁵ *Strategic Transmission, LLC v. PJM Interconnection, L.L.C.*, Answer of PJM Interconnection, L.L.C. to Complaint of Strategic Transmission, LLC at 6, filed May 29, 2007, Docket No. EL07-63-000. In addition, the Feasibility Study for the Gilbert-Glen Gardner Upgrade at issue in that proceeding stated that, with respect to both direct and secondary [indirect] costs for advancing the project, “[b]ecause these costs are ‘but for’ costs, it is reasonable to interpret Section 217.3 of the tariff to mean that the responsibility for advancing these costs rests with Strategic.” PJM Merchant Transmission Request, Queue # S16, Gilbert-Glen Gardner 230 kV (Baseline Advancement), Feasibility/Impact Study Report at 3.

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tariff provisions relating to cost estimates for accelerated projects to make sure they reflect a consistent approach,”²⁶ in its latest compliance filing in Docket No. ER06-1474, PJM has proposed to define the Total Enhancement Cost “for acceleration of planned reliability-based enhancements or expansions as ‘the estimated change in annual revenue requirement resulting from the acceleration of the planned reliability-based enhancement or expansion, taking account of all of the costs incurred that would not have been incurred *but for* the acceleration of the planned reliability-based enhancement or expansion.”²⁷ PJM states that this proposed definition of the costs of accelerating an RTEP project “is consistent with PJM’s previous interpretation of section 217.3 of the PJM Tariff . . . [and] better reflects the cost of acceleration”²⁸

D. PJM Stakeholder Process

The revised Tariff sheets containing the clarifying changes were approved by a vote of the TOA Administrative Committee on June 16, 2008. Pursuant to Section 9.1(b) of the Tariff, the PJM Transmission Owners consulted with PJM and the PJM Members Committee. Notice of the PJM Transmission Owners’ intention to file these Tariff revisions was provided at the June 25, 2008 meeting of the PJM Members Committee and in the published agenda for that meeting. No stakeholders have raised any material questions about or any objections to the proposals made herein.

II. PROPOSED MODIFICATIONS TO SECTION 217.3 OF THE PJM TARIFF

The PJM Transmission Owners hereby file revised Tariff sheets clarifying the language in Section 217.3 to leave no doubt that, where a New Service Request calls for acceleration of an RTEP project, the New Service Customer is responsible for *all* costs that would not have been incurred under the RTEP but for that Customer’s New Service Request. In other words, the sum of the amounts paid by the New Service Customer and the Responsible Customers identified in Schedule 12-Appendix will equal the total costs of an accelerated Local Upgrade or Network Upgrade. The revised language in § 217.3 to the Tariff is just and reasonable for several reasons. The proposed language:

- is consistent with PJM’s interpretation of the existing language in Section 217.3, as discussed above.

²⁶ RTEP Proposal Order at P 94.

²⁷ June PJM RTEP Compliance Filing at 9 (proposing a change to PJM OA Schedule 6 at § 1.5.7(d) (emphasis added)).

²⁸ *Id.* at 9-10.

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- is consistent with a fundamental principle in the PJM Tariff regarding cost responsibility. The Commission has held that RTOs can implement a transmission pricing policy pursuant to which “the Interconnection Customer bears the cost of all facilities and upgrades that would not be needed but for the interconnection of the new” facility.²⁹ PJM has implemented such a pricing policy, and the Commission has held that PJM’s implementation of that policy is appropriate.³⁰ While the Commission’s holdings regarding the propriety of PJM’s use of the “but for” pricing policy were made in the context of upgrades necessary for generation interconnection, the principle is equally applicable to other requested upgrades.
- will facilitate a Transmission Owner’s ability to plan and manage capital expenditures by removing any uncertainty regarding who will be responsible for the costs of accelerating RTEP projects. Transmission Owners prepare their capital budgets consistent with their obligations under the RTEP. If a Transmission Owner is required to advance the costs of accelerating an RTEP project, such acceleration could necessitate additional borrowing or the diversion of funds from other projects. In addition, the new language clarifies that acceleration will occur only if the Transmission Owner deemed responsible for constructing the project can accomplish the acceleration.
- appropriately captures *all* costs associated with constructing an RTEP project on an advanced schedule,³¹ whatever those costs may be, rather than limiting cost responsibility to the “time value of money,” which is only one component of those costs.

²⁹ *Standardization of Generation Interconnection Agreements and Procedures*, Order No. 2003, F.E.R.C. Stats. & Regs. ¶ 31,146 at PP 695, 700 (2003), *order on reh’g*, Order No. 2003-A, F.E.R.C. Stats. & Regs. ¶ 31,160, *order on reh’g*, Order No. 2003-B, F.E.R.C. Stats. & Regs. ¶ 31,171 (2004), *order on reh’g*, Order No. 2003-C, F.E.R.C. Stats. & Regs. ¶ 31,190 (2005), *aff’d sub nom, Nat’l Ass’n of Regulatory Util. Comm’rs v. F.E.R.C.*, 475 F.3d 1277 (D.C. Cir. 2007).

³⁰ See *FPL Energy Marcus Hook, L.P. v. PJM Interconnection, LLC*, 107 F.E.R.C. ¶ 61,069, *reh’g denied*, 108 F.E.R.C. ¶ 61,171 at PP 14-15, 22 (2004) (“[T]he Commission [has] expressly concluded that PJM’s ‘but for’ method for determining the assignment of interconnection costs was appropriate.”); *PJM Interconnection, L.L.C.*, 108 F.E.R.C. ¶ 61,025 at P 20 (2004) (upholding “but for” cost allocations for Interconnection Customer network upgrades); *PJM Interconnection L.L.C.*, 87 F.E.R.C. ¶ 61,299 at 62,202-04, *reh’g denied*, 89 F.E.R.C. ¶ 61,186 (1999) (approving “but for” cost principle for Interconnection Customers seeking local and network upgrades).

³¹ These acceleration costs differ from cost increases that are incurred because the actual costs of construction differ from the estimated costs. The proposed changes to section 217.3 would not impose upon the New Service Customer project costs that would have increased with or without the acceleration, because those costs are not attributable to the acceleration. Rather, they are a function of the nature of estimates, namely that it is impossible to precisely estimate costs for a project prior to construction.

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In addition to the language clarifying cost responsibility for acceleration of RTEP projects, the PJM Transmission Owners also propose an additional change to Section 217.3(a) to ensure conformity with other PJM documents. In particular, the language of that section has been revised to utilize the defined term "Supplemental Project" rather than making reference to "other Local Upgrades and Network Upgrades that are not and do not formally become part of the Regional Transmission Expansion Plan." Pursuant to § 1.42A.02 of the PJM OA, a Supplemental Project is a "Regional RTEP Project(s) or Subregional RTEP Project(s), which is not required for compliance with the following PJM criteria: System reliability, operational performance or economic criteria, pursuant to a determination by the Office of the Interconnection." Utilizing the defined term will ensure consistency and avoid confusion.

III. ADDITIONAL SUPPORTING MATERIAL

The PJM Transmission Owners submit the following additional information in substantial compliance with relevant provisions of Section 35.13:

A. Contents of this Filing – Section 35.13(b)(1)

This filing consists of the following document:

- The instant Transmittal Letter;
- Attachment A: Clean Tariff Sheets;
- Attachment B: Redlined Tariff Sheets;
- Attachment C: List of state regulatory agencies and other parties upon which this filing is being served; and

The documentation submitted with this filing demonstrates that there is no need for an evidentiary hearing.

B. Proposed Effective Date of Rate Schedule – Section 35.13(b)(2)

The PJM Transmission Owners request that the Commission establish an effective date for the modifications to Section 217.3 of the PJM Tariff of October 7, 2008, which is sixty (60) days from the date of this filing.

C. List of Persons Receiving a Copy of This Filing – Section 35.13(b)(3)

On behalf of the PJM Transmission Owners, PJM will serve a copy of this filing today on all PJM Members, which will include all affected transmission customers, and on all state utility

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regulatory commissions in the PJM Region by posting this filing on its website, www.pjm.com, and providing a link to such posting via email. The PJM Transmission Owners request waiver of the requirement to also mail paper copies. Waiver of paper service is consistent with the Commission's decision to establish electronic service as the default method of service on service lists maintained by the Commission Secretary for Commission proceedings.³² While Order No. 653 did not amend the requirement for service of initial tariff filings by mail, waiver of that requirement here is consistent with the Commission's "efforts to reduce the use of paper in compliance with the Government Paperwork Elimination Act."³³

D. Description of Rate Schedule Change – Section 35.13(b)(4)

See discussion above.

E. Reasons for the Rate Schedule Change – Section 35.13(b)(5)

See discussion above.

F. Showing of Requisite Agreements – Section 35.13(b)(6)

Not applicable.

G. Costs or expenses that have been alleged or judged to be illegal, duplicative or unnecessary that are the product of discriminatory employment practices – Section 35.13(b)(7)

None.

IV. REQUEST FOR WAIVERS

The PJM Transmission Owners request that the Commission grant any additional waivers of its rules and regulations as necessary to accept the PJM Tariff modifications. Cost support associated with the costs for the acceleration of individual RTEP projects will be submitted in conjunction with the Interconnection Service Agreement, the Upgrade Construction Service Agreement, or other applicable agreement.

³² *See Electronic Notification of Comm'n Issuances*, Order No. 653, 110 F.E.R.C. ¶ 61,110 (2005), order on reh'g, Order No. 653-A, 111 F.E.R.C. ¶ 61,021 (2005).

³³ *Id.* at 2 (citing 44 U.S.C. § 3504).

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V. NOTICE AND CORRESPONDENCE

The PJM Transmission Owners request that all communications regarding this filing be directed to the individuals listed below in their capacity as representatives of the PJM TOA Administrative Committee, and that their names be entered on the official service list maintained by the Secretary for this proceeding:

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The PJM Transmission Owners request that the Commission waive the requirements of Rule 203 of its regulations³⁴ to the extent necessary to allow each of the listed persons to be included on the official service list for this proceeding.


VI. CONCLUSION

Because the Tariff changes filed herewith have been approved by a vote of the PJM Transmission Owners acting pursuant to the TOA, because they have been presented to PJM stakeholders without any material questions or objections being raised, and for the other reasons set forth herein, the PJM Transmission Owners respectfully request that the Commission accept these modifications to Section 217.3 of the PJM Tariff, and authorize them to take effect without suspension, condition or modification as of October 7, 2008.

Should additional information be required, please contact the undersigned.

Please acknowledge receipt of this filing by date stamping and returning the extra copies included herewith with the messenger making this delivery.

Respectfully submitted,



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behalf of the PJM Transmission Owners*

Enclosures

³⁴ 18 C.F.R. § 385.203(b).

REVISIONS TO PJM TARIFF

(Clean Version)

would have relieved. Such relief shall be applied with regard to congestion caused by the transmission constraint that occurs after termination of the applicable Interconnection Service Agreement. Transmission Provider shall establish in the PJM Manuals procedures for allocating and applying such relief to congestion costs incurred by affected load.

217 Cost Responsibility for Necessary Facilities and Upgrades:

217.1 Attachment Facilities: An Interconnection Customer shall be obligated to pay for 100 percent of the costs of the Attachment Facilities necessary to accommodate its Interconnection Request.

217.2 Direct Assignment Facilities: An Eligible Customer shall be obligated to pay for 100 percent of the costs of the Direct Assignment Facilities necessary to accommodate its Completed Application for new transmission service.

217.3 Local and Network Upgrades:

(a) General: Each New Service Customer shall be obligated to pay for 100 percent of the costs of the minimum amount of Local Upgrades and Network Upgrades necessary to accommodate its New Service Request and that would not have been incurred under the Regional Transmission Expansion Plan but for such New Service Request, net of benefits resulting from the construction of the upgrades, such costs not to be less than zero. Such costs and benefits shall include costs and benefits such as those associated with accelerating, deferring, or eliminating the construction of Local Upgrades and Network Upgrades included in the Regional Transmission Expansion Plan either for reliability, or to relieve one or more transmission constraints and which, in the judgment of the Transmission Provider, are economically justified; the construction of Local Upgrades and Network Upgrades resulting from modifications to the Regional Transmission Expansion Plan to accommodate the New Service Request; or the construction of Supplemental Projects, as defined in Section 1.42A.02 of the Operating Agreement.

(b) Cost Responsibility for Accelerating Local and Network Upgrades included in the Regional Transmission Expansion Plan: Where the New Service Request calls for accelerating the construction of a Local Upgrade or Network Upgrade that is included in the Regional Transmission Expansion Plan and provided that the party(ies) with responsibility for such construction can accomplish such an acceleration, the New Service Customer shall pay all costs that would not have been incurred under the Regional Transmission Expansion Plan but for the acceleration of the construction of the upgrade. The Responsible Customer(s) designated pursuant to Schedule 12 of the Tariff as having cost responsibility for such Local Upgrade or Network Upgrade shall be responsible

for payment of only those costs that the Responsible Customer(s) would have incurred under the Regional Transmission Expansion Plan in the absence of the New Service Request to accelerate the construction of the Local Upgrade or Network Upgrade.

217.3a The Transmission Provider shall determine the minimum amount of required Local Upgrades and Network Upgrades required to resolve each reliability criteria violation in each New Services Queue, by studying the impact of the queued projects in their entirety, and not incrementally. In the event the Transmission Provider determines the cost of the minimum amount of Local Upgrades and Network Upgrades required to resolve a single reliability criteria violation will not meet or exceed \$5,000,000 such costs shall be allocated to those Interconnection Requests in the New Services Queue that contribute to the need for such upgrades. Such allocations shall be made in proportion to each Interconnection Request's megawatt contribution to the need for these upgrades subject to the rules for minimum cost allocation thresholds in the PJM Manuals. For the purpose of applying the \$5,000,000 threshold, each reliability criteria violation shall be considered separately.

In the event the Transmission Provider determines the cost of the minimum amount of Local Upgrades and Network Upgrades required to resolve a single reliability criteria violation will meet or exceed \$5,000,000, those Local Upgrades and Network Upgrades shall be studied in their entirety and according to the following process:

(i) The Transmission Provider shall identify the first Interconnection Request in the queue contributing to the need for the required Local Upgrades and Network Upgrades within the New Services Queue. The initial Interconnection Request to cause the need for Local Upgrades or Network Upgrades will always receive a cost allocation. Costs for the minimum amount of Local Upgrades and Network Upgrades shall be further allocated to subsequent projects in the New Services Queue, pursuant to queue order, and pursuant to the Interconnection Request's megawatt contribution to the need for the Local Upgrades and Network Upgrades.

(ii) In the event a subsequent Interconnection Request in the queue causes the need for additional Local Upgrades or additional Network Upgrades, only this project and the projects in the queue, which follow the subsequent Interconnection Request, shall be allocated the costs for these additional required Local Upgrades or Network Upgrades. The allocation shall be pursuant to queue

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order, and pursuant to the Interconnection Requests megawatt contribution to the need for the Local Upgrades and Network Upgrades.

Where a Local Upgrade or Network Upgrade included in the Regional Transmission Expansion Plan is classified as both a reliability-based and market efficiency project, a New Service Request cannot eliminate or defer such upgrade unless the request eliminates or defers both the reliability need and the market efficiency need identified in the Regional Transmission Expansion Plan.

217.4 Additional Upgrades: In the event that, in the context of the Regional Transmission Expansion Plan, it is determined that, to accommodate a New

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would have relieved. Such relief shall be applied with regard to congestion caused by the transmission constraint that occurs after termination of the applicable Interconnection Service Agreement. Transmission Provider shall establish in the PJM Manuals procedures for allocating and applying such relief to congestion costs incurred by affected load.

217 Cost Responsibility for Necessary Facilities and Upgrades:

217.1 Attachment Facilities: An Interconnection Customer shall be obligated to pay for 100 percent of the costs of the Attachment Facilities necessary to accommodate its Interconnection Request.

217.2 Direct Assignment Facilities: An Eligible Customer shall be obligated to pay for 100 percent of the costs of the Direct Assignment Facilities necessary to accommodate its Completed Application for new transmission service.

217.3 Local and Network Upgrades:

(a) General: Each New Service Customer shall be obligated to pay for 100 percent of the costs of the minimum amount of Local Upgrades and Network Upgrades necessary to accommodate its New Service Request and that would not have been incurred under the Regional Transmission Expansion Plan but for such New Service Request, net of benefits resulting from the construction of the upgrades, such costs not to be less than zero. Such costs and benefits shall include costs and benefits such as those associated with accelerating, deferring, or eliminating the construction of Local Upgrades and Network Upgrades included in the Regional Transmission Expansion Plan either for reliability, or to relieve one or more transmission constraints and which, in the judgment of the Transmission Provider, are economically justified; the construction of Local Upgrades and Network Upgrades resulting from modifications to the Regional Transmission Expansion Plan to accommodate the New Service Request; or the construction of other Local Upgrades and Network Upgrades that are not and do not formally become part of the Regional Transmission Expansion Plan Supplemental Projects, as defined in Section 1.42A.02 of the Operating Agreement.

(b) Cost Responsibility for Accelerating Local and Network Upgrades included in the Regional Transmission Expansion Plan: Where the New Service Request calls for accelerating the construction of a Local Upgrade or Network Upgrade that is included in the Regional Transmission Expansion Plan and provided that the party(ies) with responsibility for such construction can accomplish such an acceleration, the New Service Customer shall pay all costs that would not have been incurred under the Regional Transmission Expansion Plan but for the acceleration of the construction of the upgrade. The Responsible Customer(s) designated pursuant to Schedule 12 of the Tariff as having cost responsibility for such Local Upgrade or Network Upgrade shall be responsible

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for payment of only those costs that the Responsible Customer(s) would have incurred under the Regional Transmission Expansion Plan in the absence of the New Service Request to accelerate the construction of the Local Upgrade or Network Upgrade.

217.3a The Transmission Provider shall determine the minimum amount of required Local Upgrades and Network Upgrades required to resolve each reliability criteria violation in each New Services Queue, by studying the impact of the queued projects in their entirety, and not incrementally. In the event the Transmission Provider determines the cost of the minimum amount of Local Upgrades and Network Upgrades required to resolve a single reliability criteria violation will not meet or exceed \$5,000,000 such costs shall be allocated to those Interconnection Requests in the New Services Queue that contribute to the need for such upgrades. Such allocations shall be made in proportion to each Interconnection Request's megawatt contribution to the need for these upgrades subject to the rules for minimum cost allocation thresholds in the PJM Manuals. For the purpose of applying the \$5,000,000 threshold, each reliability criteria violation shall be considered separately.

In the event the Transmission Provider determines the cost of the minimum amount of Local Upgrades and Network Upgrades required to resolve a single reliability criteria violation will meet or exceed \$5,000,000, those Local Upgrades and Network Upgrades shall be studied in their entirety and according to the following process:

(i) The Transmission Provider shall identify the first Interconnection Request in the queue contributing to the need for the required Local Upgrades and Network Upgrades within the New Services Queue. The initial Interconnection Request to cause the need for Local Upgrades or Network Upgrades will always receive a cost allocation. Costs for the minimum amount of Local Upgrades and Network Upgrades shall be further allocated to subsequent projects in the New Services Queue, pursuant to queue order, and pursuant to the Interconnection Request's megawatt contribution to the need for the Local Upgrades and Network Upgrades.

(ii) In the event a subsequent Interconnection Request in the queue causes the need for additional Local Upgrades or additional Network Upgrades, only this project and the projects in the queue, which follow the subsequent Interconnection Request, shall be allocated the costs for these additional required Local Upgrades or Network Upgrades. The allocation shall be pursuant to queue

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order, and pursuant to the Interconnection Requests megawatt contribution to the need for the Local Upgrades and Network Upgrades.

Where a Local Upgrade or Network Upgrade included in the Regional Transmission Expansion Plan is classified as both a reliability-based and market efficiency project, an ~~Interconnection~~ New Service Request cannot eliminate or defer such upgrade unless the request eliminates or defers both the reliability need and the market efficiency need identified in the Regional Transmission Expansion Plan. ~~Notwithstanding the foregoing, however, the cost responsibility associated with an Interconnection Request that is limited solely to advancing the construction of a transmission enhancement or expansion other than a Merchant Transmission Facility that is included in the Regional Transmission Expansion Plan shall be limited solely to the time value of advancing the required investment to the party(ies) designated in the Regional Transmission Expansion Plan as responsible for constructing, owning and/or financing such enhancement or expansion.~~

217.4 Additional Upgrades: In the event that, in the context of the Regional Transmission Expansion Plan, it is determined that, to accommodate a New

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ATTACHMENT C

SERVICE LIST

330 Fund I, L.P.
Accord Energy LLC
A&C Management Group LLC
AES Beaver Valley LLC
AES Enterprise, Inc.
AES Ironwood, LLC
AES Red Oak, LLC
Air Liquide Industrial US, LP
Air Products & Chemicals, Inc.
Akula Energy, LLC
Alabama Power Company
ALEA POWER LLC
Allegheny Electric Cooperative, Inc.
Allegheny Energy Supply Company, LLC
ALLETE, Inc. d/b/a Minnesota Power
Alliant Energy Corporate Services, Inc.
Alpha Domestic Power Trading, LLC
Alpha Energy Master, Ltd.
Ameren Energy, Inc.
Ameren Energy Marketing Company
AmerGen Energy Company, L.L.C.
American Cooperative Services, Inc.
American Municipal Power-Ohio, Inc.
American PowerNet Management, L.P.
American Transmission Systems Inc.
Appalachian Power Company
Aquenergy Systems Inc.
Aquila, Inc. d/b/a Aquila Networks
ArcLight Energy Marketing, L.L.C.
Armstrong Energy Limited Partnership, LLLP
Associated Electric Cooperative, Inc.
Atlantic City Electric Company
Baltimore Gas and Electric Company
Bank of America N.A.
Barclays Bank PLC
Beacon Power Corporation
Bear Energy LP
Bell Trading Inc.
Benton Foundry, Inc.
BG Energy Merchants, LLC
BGE Home Products & Services, Inc.
Big Rivers Electric Corporation

Big Sandy Peaker Plant, LLC
Big TreeSoft Inc.
BJ Energy, LLC
Black Gemini Group, LLC
Black Oak Capital, LLC
Black Oak Energy, LLC
Black River Commodity Energy Fund LLC
Black River Commodity Fund, Ltd.
Blue Ridge Power Agency, Inc.
Blue Star Energy Services, Inc.
BM2, LLC
BOC Energy Services, Inc.
BOC Group, Inc. (The)
Borough of Chambersburg
Borough of Ephrata
Borough of Mont Alto
Borough of Pitcairn, Pennsylvania
Borough of Seaside Heights
Borough of Tarentum
BP Energy Company
Bridge Energy Traders
Brookfield Energy Marketing Inc.
Brookfield Power Piney & Deep Creek LLC
Buckeye Power, Inc.
Calpine Energy Management, L.P.
Calpine Energy Services, L.P.
Calumet Energy Team, LLC
Calvert Cliffs Nuclear Power Plant, Inc.
CAM Energy Trading LLC
Camp Grove Wind Farm, LLC
Cargill Power Markets, LLC
Carolina Power & Light Company
Carpenter Technology Corporation
Castlebridge Energy Group, LLC
CBK Group, LTD
CED Rock Springs, LLC
Celeren Corporation
Centaurus Energy Master Fund, LP
Central Virginia Electric Cooperative
Champion Energy, LLC
Chapeau, Inc. dba BluePoint Energy
Chien Energy, LLC
Cinergy Capital & Trading, Inc.
Cinergy Retail Sales, LLC
Citadel Energy Investments Ltd.
Citadel Energy Products LLC

Citigroup Energy Inc.
Citizen's Electric Company of Lewisburg, PA
City of Batavia, Illinois
City of Cleveland, Department of Public Utilities, Division of Cleveland Public Power
City of Dover, Delaware
City of Dowagiac
City of Geneva (The)
City of New Martinsville – WV
City of Naperville
City of Philippi – West VA
City of Rochelle
City Power Marketing, LLC
CMS Energy Resource Management Company
Cogentrix Virginia Leasing Corporation
Columbus Southern Power Company
Commercial Utility Consultants, Inc.
Commerce Energy Inc.
Commonwealth Chesapeake Company, LLC
Commonwealth Edison Company
Community Energy, Inc.
Conectiv Bethlehem, LLC
Conectiv Energy Supply, Inc.
Con Edison Energy, Inc.
ConocoPhillips Company
Consolidated Edison Company of New York, Inc.
Consolidated Edison Solutions, Inc.
Constellation Energy Commodities Group, Inc.
Constellation Energy Control and Dispatch, LLC
Constellation Energy Projects & Services Group, Inc.
Constellation NewEnergy, Inc.
Constellation Power Source Generation, Inc.
Consumers Energy Company
Continental Cooperative Services
Coral Power, L.L.C.
Cordova Energy Company LLC
Corona Power LLC
Covanta Delaware Valley, L.P.
Covanta Energy Group, Inc.
Covanta Essex Company
Covanta Union, Inc.
CPV MARYLAND, LLC
CPV WARREN, LLC
Credit Suisse Energy LLC
Credit Suisse (USA), Inc.
Crescent Ridge LLC
Customized Energy Solutions, Ltd.

Dayton Power & Light Company (The)
DB Energy Trading LLC
DC Energy LLC
DC Energy Mid-Atlantic, LLC
DEL LIGHT INC.
Delaware Municipal Electric Corporation
Delmarva Power & Light Company
D.E. Shaw Plasma Power, L.L.C.
Detroit Edison Company
Direct Energy Services, LLC
Division of the Public Advocate of State of Delaware
Dominion Energy Marketing, Inc.
Dominion Retail, Inc.
Domtar Paper Company, LLC
Downes Associates, Inc.
DPL Energy, LLC
DPL Energy Resources, LLC
DTE Energy Trading, Inc.
Duke Energy Carolinas, LLC
Duke Energy Fayette, LLC
Duke Energy Hanging Rock, LLC
Duke Energy Indiana, Inc.
Duke Energy Lee, LLC
Duke Energy Marketing America, LLC
Duke Energy Ohio, Inc.
Duke Energy Shared Services, Inc.
Duke Energy Trading and Marketing, L.L.C.
Duke Energy Washington, LLC
Duquesne Conemaugh LLC
Duquesne Keystone LLC
Duquesne Light Company
Duquesne Light Energy, LLC
Duquesne Power LLC
Dynergy Energy Services, Inc.
Dynergy Power Marketing, Inc.
Dyon, LLC
Eagle Energy Partners I, L.P.
East Coast Power Linden Holdings, L.L.C.
East Kentucky Power Cooperative
Easton Utilities Commission
ECONnergy Energy Company, Inc.
ECONnergy PA, Inc.
Edison Mission Marketing & Trading, Inc.
E.F. Kenilworth, Inc.
EFS Parlin Holdings, LLC
E Minus LLC

El Cap II, LLC
Elkem Metals Company-Alloy LP
El Paso Marketing, L.P.
Elwood Energy LLC
EME Homer City Generation, L.P.
Emera Energy Services, Inc.
Emporia Hydropower Limited Partnership
Energy America, LLC
Energy Analytics
Energy Authority, Inc. (The)
EnergyConnect, Inc.
Energy Cooperative Association of Pennsylvania
Energy Curtailment Specialists, Inc. (ECS)
Energy Endeavors, LLC
Energy International Power Marketing Corporation
Energy Investments, LLC
EnergyUSA – TPC Corp.
EnerNOC, Inc.
Enerwise Global Technologies, Inc.
Engage Energy America LLC
EPCOR Energy Marketing (US) Inc.
EPEX, Inc.
EPIC NJ/PA, L.P.
Exel Power Sources, LLC
Exelon Energy Company (The)
Exelon Generation Company, LLC
Fairless Energy, LLC
Fairway Dairy and Ingredients LLC dba Twin Cities Power Generation
FirstEnergy Solutions Corp.
Florida Power & Light Company
Florida Power Corporation dba Progress Energy Florida, Inc.
FMF Energy, Inc.
Forest Investment Group, LLC
Fortis Energy Marketing & Trading GP
FPL Energy Power Marketing, Inc.
Franklin Power LLC
Fulcrum Power Marketing L.L.C.
Galt Power, Inc.
Geneva Energy, LLC
Geneva Roth Holding LLC
Georgia Power Company
Gerdau Ameristeel Energy, Inc
Gexa Energy Illinois, LLC
Glacial Energy of New Jersey, Inc.
GLE Trading LLC
Global Energy Investments Group, LLC

Grant Energy, Inc.
Great Bear Hydropower, Inc.
Green Mountain Energy Company
Gulf Power Company
G&G Energy, Inc.
Hagerstown Light Department
Handsome Lake Energy, LLC
Harrison REA, Inc. – Clarksburg, WV
HEEP Fund Inc.
Hess Corporation
Highlands Energy Group, LLC (The)
Hoosier Energy REC, Inc.
Horizon Power and Light, LLC
Horizon Wind Energy LLC
H-P Energy Resources, LLC
H.Q. Energy Services (U.S.), Inc.
Hudson Bay Energy Solutions, LLC
Hudson Energy Services, LLC
Icetek.com, Inc.
IDT Energy, Inc.
Illinois Citizens Utility Board
Illinois Municipal Electric Agency
Indiana Michigan Power Company
Indiana Municipal Power Agency
Industrial Metal Treating Corp.
Ingenco Wholesale Power, LLC
Innoventive Power LLC
ISG Sparrows Point LLC
Integrays Energy Services, Inc.
J. Aron & Company
Jack Rich, Inc. d/b/a Anthracite Power & Light Company
James River Cogeneration Company
Jersey-Atlantic Wind, LLC
Jersey Central Power & Light Company
JJR Power LLC
JP Morgan Ventures Energy Corporation
Jump Power, LLC
Kansas City Power & Light
Kasia C LLC
Katmai Energy, LLC
Kentucky Power Company
Keystone Energy Group, Inc.
Keystone Energy Partners, LP
KeyTex Energy LLC
Knedergy, LLC
Kuehne Chemical Company, Inc.

Kingsport Power Company
Koch Supply & Trading, LP
Legacy Energy Group, LLC (The)
Lehigh Portland Cement Company
Lehman Brothers Commodity Services, Inc.
Letterkenny Industrial Development Authority – PA
Liberty Electric Power, LLC
Liberty Power Corp., L.L.C.
Liberty Power Delaware, LLC
Liberty Power District of Columbia LLC
Liberty Power Holdings LLC
Liberty Power Maryland, LLC
Lighthouse Energy Trading Co., Inc.
Long Island Lighting Company d/b/a LIPA
Louis Dreyfus Energy Services L.P.
Louisville Gas and Electric Company/Kentucky Utilities Company
Lower Electric, LLC
Lower Mount Bethel Energy, LLC
LSP-Kendall Energy, LLC
Luminant Energy Company LLC (d/b/a Luminant Energy)
Mac Trading, Inc.
Macquarie Cook Power Inc.
Madison Gas and Electric Co.
MAG Energy Solution, Inc.
Major Lending, LLC
Marina Energy, LLC
Marquette Energy, LLC
Maryland Office of People's Counsel
MD Energy Group, LLC
MeadWestvaco Corporation
Merrill Lynch Commodities, Inc.
Metropolitan Edison Company
Metropolitan Energy, L.L.C.
Miami Valley Lighting, LLC
MidAmerican Energy Company
MidAtlantic Power Partners
Middlesex Generating Co., L.L.C.
Midwest Generation Energy Services LLC
Midwest Generation, LLC
Minnesota Municipal Power Agency
Mirant Energy Trading, LLC
Mirant Potomac River, LLC
Mirant Power Purchase, LLC
Mississippi Power Company
Monongahela Power Company d/b/a/ Allegheny Power
Morgan Stanley Capital Group, Inc.

Morris Cogeneration, L.L.C.
Mt. Carmel Cogeneration Inc.
MXEnergy Electric, Inc.
NCSU Energy, Inc.
NedPower Mount Storm, LLC
Neptune Regional Transmission System, LLC
New Jersey Division of the Ratepayer Advocate
Newmarket Power Company, LLC
New York Power Authority
New York State Electric & Gas Corporation
North America Power Partners LLC
North American Energy Credit and Clearing-Contract Merchant LLC
North American Energy Credit and Clearing-Delivery LLC
Northeast Maryland Waste Disposal Authority
North Carolina Electric Membership Corporation
North Carolina Municipal Power Agency Number 1
Northeast Utilities Service Company
Northern Indiana Public Service Company
Northern States Power Company
NorthPoint Energy Solutions, Inc.
NRG New Jersey Energy Sales LLC
NRG Power Marketing, Inc.
NYSEG Solutions, Inc.
Occidental Power Marketing, L.P.
Occidental Power Services, Inc.
Ocean Peaking Power, LLC
Ocean Power LLC
Office of the People's Counsel for the District of Columbia
Ohio Consumer's Counsel
Ohio Power Company
Ohms Energy Company, LLC
Old Dominion Electric Cooperative
Olympus Power, LLC
Ontario Power Generation Inc.
Ontelaunee Power Operating Company, LLC
Orion Power Midwest, L.P.
Ormet Primary Aluminum Corporation
Otter Tail Corporation d/b/a Otter Tail Power Company
Palama, LLC
Panda Power Corporation
Parma Energy LLC
Pattern Recognition Technologies, Inc.
PECO Energy Company
Pedricktown Plant Holdings, LLC
PEI Power Corporation
PEI Power II, LLC

Pennsylvania Electric Company
Pennsylvania Office of Consumer Advocate
Peoples Energy Services Corporation
Pepco Energy Services, Inc.
PG Energy Services Inc. d/b/a/ PG Energy Power Plus
Pillar Fund LLC
Pilot Power Group, Inc.
PJS Capital, LLC
Pleasants Energy, LLC
Potomac Edison Company (The) d/b/a/ Allegheny Power
Potomac Electric Power Company
Potomac Power Resources, Inc.
Power Edge LLC
Powerex Corporation
PPL Brunner Island, LLC
PPL Electric Utilities Corporation dba PPL Utilities
PPL EnergyPlus, LLC
PPL Holtwood, LLC
PPL Martins Creek, LLC
PPL Montour, LLC
PPL Susquehanna, LLC
PPL University Park, LLC
PPM Energy, Inc.
Praxair, Inc.
Premcor Refining Group, Inc. (The)
Procter & Gamble Paper Products Company (The)
Progress Energy Ventures, Inc.
PSEG Energy Resources & Trade LLC
Public Service Electric and Gas Company
Pure Energy, Inc.
Quiet Light Trading, LLC
QVINTA, Incorporated
Rainbow Energy Marketing Corporation
RC Cape May Holdings, LLC
Reliant Energy Aurora, LP
Reliant Energy Electric Solutions, LLC
Reliant Energy Hunterstown, LLC
Reliant Energy Power Supply, LLC
Reliant Energy Services, Inc.
Reliant Energy Seward, LLC
Reliant Energy Solutions East, LLC
Reliant Energy Wholesale Generation, LLC
Richards' Energy Group (The)
Riverside Generating Company, L.L.C.
Rochester Gas and Electric Corporation
Rockland Electric Company

Rolling Hills Generating, L.L.C.
Round Rock Energy, LLC
RPL Holdings, Inc.
RTP Controls, Inc.
R&R Energy, Inc.
S.A.C. Energy Investments, L.P.
Safe Harbor Water Power Corporation
Safeway Inc.
Saracen Energy LP
Saracen Merchant Energy, LP
SAWB Energy, LLC
Schuylkill Energy Resources, Inc.
Select Energy, Inc.
Select Energy New York, Inc.
Sempra Energy Solutions
Sempra Energy Trading LLC
Sempra Generation
SESCO ENTERPRISES LLC
Sheetz, Inc.
Sierra Power Asset Marketing, LLC
SIG Energy, LLLP
Silverhill, Ltd.
Sithe Power Marketing, L.P.
Societe Generale Energie (USA) Corp
Solios Power LLC
South Carolina Electric & Gas Company
Southeastern Chester County Refuse Authority
Southeastern Power Administration
Southern Power Company
Southern Maryland Electric Cooperative, Inc.
South Jersey Energy Company
South Jersey Energy Solutions, L.L.C.
Spark Energy, L.P.
Split Rock Energy LLC
SR Energy, LLC
SRM Investment LLC
Strategic Energy L.L.C.
SUEZ Energy Marketing NA, Inc.
SUEZ Energy Resources NA, Inc.
Sugar Creek Power Company, LLC
Sunbury Generation, L.L.C.
SunCoke Energy, Inc
Sunoco, Inc. (R&M)
Sunoco Power Marketing, L.L.C.
Target Corporation
TEC Trading, Inc.

Telemagine, Inc.
Tenaska Power Services Co.
Tenaska Virginia Partners, L.P.
Tennessee Valley Authority (The)
TFS Capital LLC
Thurmont Municipal Light Company
Town of Front Royal, Virginia
Town of Williamsport
Trans-Allegheny Interstate Line Company
TransAlta Energy Marketing (US) Inc.
TransMarket Group LLC
Treewalk LLC
UBS AG, acting through its London Branch
UGI Development Company
UGI Energy Services, Inc.
UGI Utilities, Inc.
University Park Energy, LLC
Upper Peninsula Power Company
USEG, LLP
Upstate Energy Trading
UtiliTech, Inc.
Utility Advantage, LLC
Valero Power Marketing, LLC
Velocity Futures, LP
Vineland Municipal Electric Utility
Virginia Division of Consumer Counsel
Virginia Electric and Power Company
Virginia State Corporation Commission
Wabash Valley Power Association, Inc.
Washington Gas Energy Services, Inc.
Webenergy.net, Inc. d/b/a Consumer Powerline
Wellsboro Electric Company
Westar Energy, Inc.
Westbank Energy Capital, LLC
West Penn Power Company d/b/a/ Allegheny Power
Wheeling Power Company
Williams Gas Marketing, Inc.
Williams Generation Company – Hazelton
Wisconsin Electric Power Company
Wisconsin Public Power, Inc.
Wisconsin Public Service Corporation
Wolf Hills Energy, LLC
Wolverine Power Supply Cooperative, Inc.
Wolverine Trading, LLC
WPS Westwood Generation, LLC
Xtend Energy, Inc.

York Generation Company LLC
Yuma Power Limited Liability Company

Delaware Public Service Commission
District of Columbia Public Service Commission
Illinois Commerce Commission
Indiana Utility Regulatory Commission
Kentucky Public Service Commission
Maryland Public Service Commission
Michigan Public Service Commission
New Jersey Board of Public Utilities
North Carolina Utilities Commission
Public Utilities Commission of Ohio
Pennsylvania Public Utility Commission
Tennessee Regulatory Authority
Virginia State Corporation Commission
West Virginia Public Service Commission