

Part XI

**Transmission Services Available for Eligible Customers
Taking Service on Behalf of ~~Co-Located~~Eligible Loads and, Large Loads**

Tariff, Part XI

**TRANSMISSION SERVICES AVAILABLE FOR ELIGIBLE CUSTOMERS TAKING
SERVICE ON BEHALF OF ~~CO-LOCATED~~ ELIGIBLE LOADS OR LARGE LOADS**

~~[Reserved: Interim Network Integration Transmission Service]~~

*~~[Reserved: Firm Contract Demand Transmission Service and Non-Firm Contract Demand
Transmission Service]~~*

Tariff, Part XI, Subpart A

INTERIM NETWORK INTEGRATION TRANSMISSION SERVICE

700 Provision of Interim Network Integration Transmission Service

The Transmission Provider may provide Interim Network Integration Transmission Service to an Eligible Customer requesting Network Integration Transmission Service on behalf of an Eligible Load or Large Load pursuant to the applicable terms and conditions contained in the Tariff and the Service Agreement for Interim Network Integration Transmission Service, which is provided in Attachment F-3A.¹ PJMSettlement shall be the Counterparty to the Interim Network Integration Transmission Service transactions under this Tariff.

Requests for Interim Network Integration Transmission Service must be made through the Transmission Provider. These requests shall require the filing of an Application as set forth in Tariff, Part XI, Subpart A, section 702 and be submitted in accordance with the applicable terms and conditions in the Tariff.

¹ NTD: to ensure Attachment F-3A conforms to requirements of this service.

701 Nature of Interim Network Integration Transmission Service

701.1 Scope of Service

Interim Network Integration Transmission Service is a transmission service that allows an Eligible Customer taking service on behalf of an Eligible Load ~~or~~ Large Load that has requested Network Integration Transmission Service pursuant to Tariff, Part III, to receive at a specified Delivery Point, consistent with Tariff, Part XI, Subpart A, section 702.3, transmission service on behalf of an Eligible Load ~~or~~ Large Load on a non-firm, interruptible basis for the period until the transmission upgrades required to provide the requested level of Network Integration Transmission Service are completed and placed in service. Such upgrades required to provide the requested level of Network Integration Transmission Service, along with the expected in-service dates, shall be set forth in the Service Agreement for Interim Network Integration Transmission Service.

Once the required transmission upgrades are completed and placed in service and Transmission Provider has ~~performed analysis to verify transmission system can support firm load and updated the relevant systems to reflect those upgrades pursuant to its internal procedures, according to the terms of the Service Agreement for Interim Network Integration Transmission Service in Attachment F-3A, the transmission service provided to the Eligible Customer will automatically be converted from Interim Network Integration Transmission Service to Network Integration Transmission Service. As a result, the Eligible Load ~~or~~ Large Load will be designated as Network Load under Tariff, Part III, section 31.1.~~

An Eligible Customer taking transmission service on behalf of an Eligible Load ~~or~~ Large Load may not take Network Integration Transmission Service or Interim Network Integration Transmission Service for that Eligible Load ~~or~~ Large Load at the same time it is taking Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service on behalf of that Eligible Load ~~or~~ Large Load.

The Eligible Customer taking Interim Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Tariff, Part I, section 3.

701.2 Interim Network Integration Transmission Service

The Transmission Provider may provide non-firm, interruptible transmission service over the Transmission System to the Eligible Customer for the delivery- of energy to a Delivery Point specified in the Service Agreement to serve the Eligible Load ~~or~~ Large Load.

701.3 Restrictions on Use of Service

The Eligible Customer shall not use Interim Network Integration Transmission Service for (i) sales of energy to loads other than the Eligible Load ~~or~~ Large Load designated in its Service Agreement for Interim Network Integration Transmission Service, or (ii) direct or indirect provision of transmission service by the Eligible Customer to third parties.

701.4 Termination of Interim Network Integration Transmission Service

The provision of Interim Network Integration Transmission Service shall terminate upon completion of all upgrades identified in the Service Agreement for Interim Network Integration Transmission Service necessary to provide Eligible Customer with Network Integration Transmission Service under Tariff, Part III, according to the terms of the Service Agreement.

702 Initiating Service

702.1 Conditions Precedent for Receiving Service

Subject to the terms and conditions of Tariff, Part XI, the Transmission Provider may provide Interim Network Integration Transmission Service to any Eligible Customer taking transmission service on behalf of Eligible Load or Large Load, provided that:

- (i) The Eligible Customer has been designated to take transmission service on behalf of an Eligible Load or Large Load in the relevant Application, Service Agreement, or, as applicable, the Generation Interconnection Agreement for the Eligible Generating Facility;
- (ii) The Eligible Customer has provided the information specified in, and otherwise complied with, the “PJM Credit Policy” set forth in Tariff, Attachment Q hereto;
- (iii) The Eligible Customer executes a Service Agreement for Interim Network Integration Transmission Service with the Transmission Provider pursuant to Tariff, Attachment F-3A, or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement for Interim Network Integration Transmission Service;
- (iv) The Eligible Customer has certified, in accordance with the PJM Manuals, that it is willing and able to limit energy withdrawals from the Transmission System when requested by the Transmission Provider; and
- (v) An Eligible Customer requesting Interim Network Integration Transmission Service and taking Interim Network Integration Transmission Service shall otherwise execute, if necessary, and comply with the PJM Governing Agreements.

The Eligible Customer shall submit an Application under this section 702.

702.2 Application Procedures

An Eligible Customer seeking Network Integration Transmission Service may apply for Network Integration Transmission Service and Interim Network Integration Transmission Service at the same time. However, an Eligible Customer shall not apply for Interim Network Integration Service without applying for Network Integration Transmission Service.

To apply for Interim Network Integration Transmission Service, an Eligible Customer must pay a study fee under Tariff, Part XI, Subpart A, section 704.2, which is in addition to the study fee required under an Application for Network Integration Transmission Service under Tariff, Part III, section 32.2.

702.3 Determination of Whether Interim Network Integration Transmission Service Can Be Reliably Provided

The Transmission Provider, in consultation with the affected Transmission Owner(s), will determine the amount of Interim Network Integration Transmission Service that can be provided reliably to an Eligible Customer at the specified Delivery Point, including through the use of temporary solutions, while maintaining the reliability of the Transmission System. This determination will consider the results of the study procedures set forth in Tariff, Part XI, Subpart A, section 704.

702.4 Technical Requirements Prior to Commencement of Service

Interim Network Integration Transmission Service shall not commence until the Transmission Provider, the affected Transmission Owner(s), and the Eligible Customer, or a third party, have completed installation of all equipment specified under the Service Agreement for Interim Network Integration Transmission Service, consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider and the affected Transmission Owner(s) shall exercise reasonable efforts, in coordination with the Eligible Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

These technical requirements include, but are not limited to: (i) installation of necessary hardware and software to limit energy withdrawals, including metering equipment; (ii) provision of an operations center and operational contact and backup contact for the Eligible Customer, available twenty-four (24) hours a day and seven (7) days a week; (iii) certification from the Eligible Customer that the operations center~~it~~ is staffed with PJM Certified Operators pursuant to PJM Manual 40; (iv) demonstration from the Eligible Customer of its ability to receive voice and electronic signals from the Transmission Provider; (v) demonstration that the Eligible Customer has operational control to respond to operating instructions from the Transmission Provider to reduce or disconnect the Eligible Load or Large Load within five (5) minutes or as specified in PJM Manuals; (vi) satisfaction of any technical requirements identified by the applicable Transmission Owner(s); and (vii) demonstration that the Eligible Customer has operational control of the necessary control technologies and protection systems set forth in Tariff, Part XI, Subpart A, section 705, as applicable.

702.5 Eligible Customer Facilities

The provision of Interim Network Integration Transmission Service shall be conditioned upon the Eligible Customer constructing, maintaining, and operating the facilities on its side of the Delivery Point necessary to reliably deliver ~~capacity and~~ energy from the Transmission Provider's Transmission System to the Eligible Customer's Eligible Load or Large Load or, with respect to service provided pursuant to a state required retail access program, for otherwise arranging for the delivery of its energy from the Delivery Point or interconnection. The Eligible Customer shall be solely responsible for constructing or installing all facilities on the Eligible Customer's side of such Delivery Point or, with respect to service provided pursuant to a state required retail access program, for otherwise arranging for the delivery of its energy from the Delivery Point or interconnection.

702.6 Filing of Service Agreement

The Transmission Provider will file the Service Agreement for Interim Network Integration Transmission Service, provided in Attachment F-3A, with the Commission in compliance with applicable Commission regulations.

703 Designation of Eligible Load or Large Load

703.1 Eligible Load or Large Load

The Eligible Customer must designate the individual Eligible Load or Large Load on whose behalf the Transmission Provider will provide Interim Network Integration Transmission Service and the Delivery Point to which the Interim Network Integration Transmission Service will be provided. The Eligible Load or Large Load and its Delivery Point shall be specified in the Service Agreement for Interim Network Integration Transmission Service.

703.2 New Eligible Loads and Large Loads or Increases to Designated Eligible Loads or Large Loads Connected with the Transmission Provider

Prior to the Service Commencement Date of Network Integration Transmission Service, if an Eligible Customer designates a new Eligible Load or Large Load, or increases the size of the designated Eligible Load or Large Load, the new Eligible Load or Large Load or increase to a designated Eligible Load or Large Load shall be studied pursuant to a new Application.

703.3 Information Updates

The Eligible Customer shall provide the Transmission Provider with annual updates of (i) the demand characteristics of the Eligible Load or Large Load, and (ii) the supply characteristics of the Eligible Generating Facility if applicable, both consistent with those included in its Application for Network Integration Transmission Service under Tariff, Part III, Section 31.6.

In addition, the Eligible Customer also shall have an ongoing obligation to provide the Transmission Provider and applicable Transmission Owner(s) with timely written or electronic notice of material changes, as discussed in the PJM Manuals, in the foregoing sentence as well as any other information listed in Tariff, Part XI, Subpart A, section 702 or provided in its Application for Network Integration Transmission Service pursuant to Tariff, Part III, section 31.6 relating to the Eligible Customer's Eligible Load or Large Load or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service. Failure to timely inform the Transmission Provider of a material change in (i) the demand characteristics of the Eligible Load or Large Load, or (ii) the supply characteristics of the Eligible Generating Facility may constitute a breach of the Eligible Customer's Service Agreement.

704 Study Procedures for Interim Network Integration Transmission Service Requests

704.1 Notice of Need for Study

After receiving a request for Interim Network Integration Transmission Service, the Transmission Provider shall determine on a non-discriminatory basis whether additional studies are needed beyond what was required to evaluate the Eligible Customer's request for Network Integration Transmission Service.

If the Transmission Provider determines that additional studies are necessary to evaluate the requested service, it shall inform the Eligible Customer of those studies as soon as practicable. In such cases, the Transmission Provider shall, within thirty (30) days of receipt of a Completed Application, tender an Application and Studies Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for the required studies. For a service request to remain a Completed Application, the Eligible Customer shall execute the Application and Studies Agreement and return it to the Transmission Provider within fifteen (15) days and provide a study fee pursuant to Tariff, Part XI, Subpart A, section 704.2. If the Eligible Customer elects not to execute the Application and Studies Agreement, its Application for Interim Network Integration Transmission Service shall be deemed withdrawn and its study fee shall be returned with interest.

704.2 Study Fee for Interim Network Integration Transmission Service

Eligible Customer shall pay a study fee, as determined by the Transmission Provider, to apply for Interim Network Integration Transmission Service.

705 Curtailment

705.1 General

Prior to the Service Commencement Date, the Eligible Customer shall demonstrate its ability to fully comply with the Curtailment procedures pursuant to this section 705, and the Service Agreement for Interim Network Integration Transmission Service. The Eligible Customer shall implement any Curtailment directive given by Transmission Provider. To the extent practicable, the Transmission Provider will notify the Eligible Customer and applicable Transmission Owner(s) of any Curtailment in a timely manner. The Eligible Customer must respond to any real time instructions to curtail or otherwise reduce load within five (5) minutes. Curtailments will be made on a non-discriminatory basis. Any requests by the Transmission Provider to Curtail will be consistent with Good Utility Practice. For purposes of this Tariff, Part XI, Transmission Provider's authority to curtail shall also include the authority to curtail Interim NITS for capacity or reserve shortages as further set forth in the PJM Manuals.

705.2 Curtailment of Interim Network Integration Transmission Service

Interim Network Integration Transmission Service shall be Curtailed before Network Integration Transmission Service. For purposes of Curtailment, Interim Network Integration Transmission Service shall be higher in priority than Non-Firm Point-to-Point Transmission Service and Non-Firm Contract Demand Service and will be curtailed as described in the PJM Manuals. The Transmission Provider shall curtail Interim Network Integration Service to maintain Transmission System facilities within limits in accordance with the PJM Manuals. The Transmission Provider shall curtail Interim Network Integration Transmission Service prior to dispatching the Pre-Emergency Load Response Program as further set forth in the PJM Manuals, or in response to a transfer capability shortage as a result of system reliability conditions. If Transmission Provider determines it must Curtail some amount of Transmission Services that are equivalent for purposes of Curtailment, PJM will prioritize Eligible Customers' Interim Network Integration Transmission Service for an Eligible Load or Large Load based on that service's contribution to exceedance of Transmission System facilities' limitsduration of service in accordance with the Curtailment procedures described in the PJM Manuals. If an Eligible Customer taking Interim Network Integration Transmission Service on behalf of Co-Located Load is curtailed, the Co-Located Load may be served by its Co-Located Generation Facility provided either: (1) the Co-Located Generation Facility has yet to obtain Interconnection Service or has obtained only Provisional Interconnection Service, or (2) the Co-Located Generation Facility is not a Capacity Resource.

705.3 [Reserved]

705.4 System Reliability

Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Interim Network Integration Transmission Service without liability on the Transmission Provider's part for the purpose of making or supporting modifications, upgrades, maintenance, or repairs on its Transmission Owner or Generation Owner lines, substations, generators or facilities, and in cases

where the continuance of Interim Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission Provider's Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may Curtail Interim Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s); (ii) prevent damage to generating or transmission facilities; or (iii) expedite restoration of service. The Transmission Provider will give the Eligible Customer as much advance notice as is practicable in the event of such Curtailment.

705.5 Necessary Control Technologies and Protection Systems

To ensure protection of the Transmission System, and to ensure that the Eligible Customer taking Interim Network Integration Transmission Service on behalf of an Eligible Load or Large Load limits its energy withdrawals from the Transmission System to its approved level of Interim Network Integration Transmission Service, including during a period in which the Transmission Provider has directed Curtailment or Load Shedding, prior to the Service Commencement Date, the Transmission Provider, affected Transmission Owner(s), and the Eligible Customer shall establish necessary control technologies and protection systems in accordance with the PJM Manuals, which may include a Remedial Action Scheme, for each Service Agreement for Interim Network Integration Transmission Service. These necessary control technologies shall also include telemetry, data exchange, and metering technology to allow Transmission Provider to monitor the Eligible Customer's use of the Transmission System, limit withdrawals, and ensure relay settings are consistent with necessary control technologies and/or protection systems. The necessary control technologies and protection systems must be developed in accordance with the PJM Manuals and be approved by the Transmission Provider and coordinated with the affected Transmission Owner(s). The necessary control technologies and protection systems may be functionally modified from time to time in accordance with the PJM Manuals. Any functional modification to the necessary control technologies and protection systems must be developed with the affected Transmission Owner(s) and, before taking effect, such functional modification must be approved by the Transmission Provider and coordinated with the affected Transmission Owner(s).

705.6 Consequences of Failure to Follow Instructions or Misoperation of Necessary Control Technologies and Protection Systems

- (a) In the first instance that an Eligible Customer fails to respond to established Load Shedding and Curtailment procedures for a designated Eligible Load or Large Load, as set forth in this section 705, the Eligible Customer shall be prohibited from taking Interim Network Transmission Service under its Service Agreement for that Eligible Load or Large Load or otherwise withdrawing energy from the Transmission System for that Eligible Load or Large Load for a period of up to one hundred and twenty (120) days.

In the second instance that an Eligible Customer fails to respond to established Load Shedding and Curtailment procedures for an Eligible Load or Large Load, as

set forth in this section 705, the Eligible Customer's Service Agreement for that Eligible Load or Large Load shall be terminated and the Eligible Customer shall be disqualified from taking Interim Network Integration Transmission Service on behalf of that Eligible Load or Large Load.

(b) In the first instance that a necessary control technology or protection system for a given Service Agreement for a designated Eligible Load or Large Load misoperates, the Eligible Customer shall be prohibited from taking Interim Network Transmission Service under its Service Agreement for that Eligible Load or Large Load or otherwise withdrawing energy from the Transmission System for a period of up to one hundred and twenty (120) days from such event, which may be shortened or extended per mutual agreement, to allow for an analysis of the such event, which may be shortened or extended per mutual agreement, to allow for an analysis of the operational performance of the necessary control technologies and protection systems. The Eligible Customer's Interim Network Transmission Service for the designated Eligible Load or Large Load may resume after the Transmission Provider and the Transmission Owner confirm that the necessary control technologies and protection systems are consistent with the Transmission Owner's technical requirements.

In the second instance that an Eligible Customer's necessary control technology or protection system for associated with a given Service Agreement for a designated Eligible Load or Large Load misoperates, the Eligible Customer's Service Agreement for that Eligible Load or Large Load shall be terminated and the Eligible Customer shall be disqualified from taking Interim Network Integration Transmission Service on behalf of that Eligible Load or Large Load.

(c) Following disqualification in accordance with subsections (a) or (b) above, to receive transmission service on behalf of the subject Eligible Load or Large Load, the Eligible Customer may only take Network Integration Transmission Service and such service may only commence after all upgrades necessary for the Transmission Provider to provide Network Integration Transmission Service are placed into service.

(d) The Transmission Provider may, in its sole discretion and on a prospective basis only, determine that the facts and circumstances demonstrate that Eligible Customer was not at fault for (i) an Eligible Customer's, or the Eligible Load's or Large Load's served by the Eligible Customer, failure to implement Load Shedding and Curtailment procedures or (ii) a misoperation of the Eligible Customer's necessary control technology or protection system associated with a Service Agreement. In the event, the Transmission Provider makes such a no fault determination, the precipitating event shall not be considered as an instance toward disqualification under this section 705.

705.7 Penalty for Unreserved Use of Interim Network Integration Transmission Service

[Reserved].

705.8 Large Computational Load Ride-Through Requirements

Eligible Customer taking Transmission Service to serve Large Computational Load shall ensure that the Large Computational Load Meets all the requirements established in accordance with Tariff, Part III, section 28.2, Large Computational Load Ride-Through Requirements, and set forth in Manual 14B, Attachment D.

706 Rates and Charges

706.1 Monthly Demand Charge

[Reserved]

706.2 Redispatch Charge

The Eligible Customer shall pay any redispatch costs as set forth in Tariff, Attachment K.

706.3 Stranded Cost Recovery

Any Transmission Owner may seek to recover stranded costs from the Eligible Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth in FERC Order No. 888. However, the Transmission Owner must separately file any proposal to recover stranded costs under section 205 of the Federal Power Act.

706.4 Other Charges

Eligible Customer shall pay administrative services charges under Tariff, Schedule 1A; Tariff, Schedule 9; and Tariff, Schedule 10, consistent with the charges assessed to loads taking Network Integration Transmission Service.

Eligible Customer shall pay Ancillary Services charges in accordance with Tariff, Part I, section 3.

Eligible Customer shall pay Black Start Service charges in accordance with Tariff, Schedule 6A.

Eligible Customer shall pay any applicable Transmission Enhancement Charges in accordance with Tariff, Schedule 12.

707 Operating Agreement

707.1 Operation under The Operating Agreement

The Eligible Customer shall plan, construct, operate, and maintain its facilities in accordance with Good Utility Practice and in conformance with the Operating Agreement.

The terms and conditions under which the Eligible Customer shall operate its facilities and the technical and operational matters associated with the implementation of Tariff, Part XI shall be specified in the Operating Agreement.

The Operating Agreement shall provide for the Eligible Customer and Transmission Provider to (i) operate and maintain equipment necessary for integrating the Eligible Customer within the Transmission Provider's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment); (ii) transfer data between the Transmission Provider and the Eligible Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, required unit outputs for redispatch, voltage schedules, loss factors and other real time data); (iii) use software programs required for data links and constraint dispatching; (iv) exchange data on forecasted loads and resources necessary for long-term planning; and (v) address any other technical and operational considerations required for implementation of Tariff, Part XI, including scheduling protocols.

Subpart B – Contract Demand Transmission Services

708 Provision of Contract Demand Transmission Services

(a) The Transmission Provider will provide Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service, or both, to an Eligible Customer taking service on behalf of an Eligible Load or Large Load pursuant to the applicable terms and conditions contained in Tariff, Part XI and the Service Agreement for Contract Demand Transmission Services, provided in Attachment F-4.² Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service are for an Eligible Customer taking service on behalf of an Eligible Load or Large Load that is willing and able to limit withdrawals of energy from the Transmission System consistent with the terms of Service Agreement for Contract Demand Transmission Service and when required by the Transmission Provider.

(b) Firm Contract Demand Transmission Service is for the transfer of capacity and energy to an Eligible Customer on behalf of a designated Eligible Load or Large Load, up to a defined, predetermined megawatt level of transmission service as requested by the Eligible Customer and confirmed by the Transmission Provider, using capacity and energy procured by the Transmission Provider. Non-Firm Contract Demand Transmission Service is for the transmission of energy to an Eligible Customer on behalf of a designated Eligible Load or Large Load, on an as-available basis, up to a defined, predetermined megawatt level of transmission service as requested by the Eligible Customer and confirmed by the Transmission Provider, using energy procured by the Transmission Provider. PJMSettlement shall be the Counterparty to the Firm Contract Demand Transmission Service and Non-Firm Contract Demand Transmission Service transactions under this Tariff.

(c) Prior to the Commencement of Service, for an Eligible Customer to take Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service on behalf of an Eligible Load or Large Load, the Eligible Customer must demonstrate the implementation of the necessary control technologies and protection systems, approved by the Transmission Provider to allow the Eligible Customer to effectively limit withdrawals from the Transmission System to serve such Eligible Load or Large Load.

(d) Requests for Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service, or both, must be made through the Transmission Provider. These requests shall (i) require the filing of an Application as set forth in Tariff, Part XI, Subpart B, section 710.1 and Tariff, Part XI, Subpart B, section 710.2, and (ii) be submitted in accordance with the applicable terms and conditions in the Tariff, Part VIII.

709 Nature of Firm and Non-Firm Contract Demand Transmission Service

² NTD: to conform Attachment F-4 to specify Delivery Point and levels of service

709.1 Priority of Service

Firm Contract Demand Transmission Service will always have priority over Non-Firm Contract Demand Transmission Service under the Tariff. All Firm Contract Demand Transmission Service will have equal priority with Network Integration Transmission Service.

709.2 Scope of Service

(a) Firm Contract Demand Transmission Service is a transmission service that allows an Eligible Customer taking service on behalf of an Eligible Load or Large Load to receive firm transmission service on behalf of that Eligible Load or Large Load up to a defined, predetermined megawatt level of service pursuant to the applicable terms and conditions contained in the Tariff and the Service Agreement for Contract Demand Transmission Service provided in Tariff, Attachment F-4.

(b) Non-Firm Contract Demand Transmission Service is a transmission service that allows an Eligible Customer taking service on behalf of Eligible Loads or Large Loads to obtain non-firm, interruptible transmission service on behalf of an Eligible Load, and receive that service up to defined, predetermined megawatt level of service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement for Contract Demand Transmission Service, provided in Tariff Attachment F-4. An Eligible Customer with an effective Service Agreement will be eligible to obtain Non-Firm Contract Demand Transmission Service on a given Operating Day on an as-available basis.

(d) For any given Eligible Load or Large Load, once an Eligible Customer has taken, or is applying for, Network Integration Transmission Service or Interim Network Integration Transmission Service on behalf of such Eligible Load or Large Load, an Eligible Customer shall not be eligible to apply for or take Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service for that same Eligible Load or Large Load.

(e) After an Eligible Customer has submitted an Application for Contract Demand Transmission Service for a given Eligible Load or Large Load, any material change in the megawatt level of the gross-demand of the Eligible Load or Large Load or in the megawatt level of the Eligible Generating Facility dedicated to the Eligible Load would require a new Application.

709.3 Restrictions on Use of Service

The Eligible Customer shall not use Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service for (i) sales of capacity and energy to loads other than the Eligible Load or Large Load designated in its Service Agreement for Contract Demand Transmission Service, or (ii) direct or indirect provision of transmission service by the Eligible Customer to third parties.

709.4 Anti-Toggling Provision

For the portion of the Eligible Load or Large Load served by Firm Contract Demand Transmission Service, the Eligible Customer, or its successor, shall not seek Non-Firm Contract Demand Transmission Service for five (5) years following the effective date of the Service Agreement for Contract Demand Transmission Service.

However, the foregoing limitation in this subsection shall not apply in the event of (i) a physical change to the Eligible Generating Facility that would materially and permanently alter the megawatt level dedicated to the Eligible Load, or (ii) a physical change to the Eligible Load that would materially and permanently alter the megawatt level of its gross demand.

710 Initiating Service

710.1 Conditions Precedent for Receiving Service

Subject to the terms and conditions of Tariff, Part XI, the Transmission Provider will provide Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service, or both, to any Eligible Customer taking transmission service on behalf of Eligible Load or Large Load, provided that:

- (i) The Eligible Customer has been designated to take transmission service on behalf of an Eligible Load or Large Load in the relevant Application, Service Agreement, or the Generation Interconnection Agreement for the Eligible Generating Facility;
- (ii) The subject Eligible Load or Large Load has not been served by any Eligible Customer on behalf of such Eligible Load or Large Load taking, or applying to take, Network Integration Transmission Service or Interim Network Integration Transmission Service;
- (iii) The Eligible Customer has provided the information specified in, and otherwise complied with, the “PJM Credit Policy” set forth in Tariff, Attachment Q hereto;
- (iv) The Eligible Customer has executed a Service Agreement for Contract Demand Transmission Service with the Transmission Provider pursuant to Tariff, Attachment F-4, or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement for Contract Demand Transmission Service; such Service Agreement shall include (a) the operational procedures necessary to implement necessary control technologies and protection systems approved by the Transmission Provider that will limit energy withdrawals consistent with the terms of the Service Agreement; and (b) its agreement to be curtailed under certain conditions set forth in the Service Agreement and in the PJM Tariff;
- (v) The Eligible Customer has certified, in accordance with the PJM Manuals, that it is willing and able to limit energy withdrawals from the Transmission System in accordance with the terms of the Service Agreement and when requested by the Transmission Provider;

- (vi) The Eligible Customer has completed other certification requirements provided in the PJM Manuals, including to be an Electric Distributor, as applicable; and
- (vii) The Eligible Customer taking Contract Demand Transmission Service on behalf of an Eligible Load or Large Load shall otherwise execute, if necessary, and comply with the PJM Governing Agreements.
- (viii) For Eligible Load, the Eligible Customer verifies that no portion of the Eligible Generating Facility dedicated to serving the Eligible Load has CIRs.

710.2 Application Procedures

An Eligible Customer may apply for Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service, or both, to take service on behalf of an Eligible Load or Large Load.

If requested by the Transmission Provider, an Application for Firm Contract Demand Transmission Service and/or Non-Firm Contract Demand Transmission Service shall provide all of the information included in 18 C.F.R. § 2.20, including but not limited to the following:

- (i) The identity, address, email address, and telephone number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon Commencement of Service, an Eligible Customer under the Tariff;
- (iii) As applicable, a demonstration that the Eligible Load and the Eligible Generating Facility are located on the same side of the Delivery Point to the Transmission Provider's Transmission System;
- (iv) As applicable, a description of the supply characteristics of the Eligible Generating Facility identified in subsection (iii) above, including the generation profile, its Maximum Facility Output, the megawatt level dedicated to serving the Eligible Load, and other technical specifications as may be requested by the Transmission Provider;
- (v) A description of the demand characteristics of the Eligible Load or Large Load, including the demand profile and other technical specifications as may be requested by the Transmission Provider;
- (vi) The requested Service Commencement Date;

(vii) The requested level of Firm Contract Demand Transmission Service and Non-Firm Contract Demand Transmission Service to the Delivery Point on the Transmission Provider's Transmission System to serve the Eligible Load or Large Load; and

(viii) Any additional information required by the Transmission Provider.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

If an Application fails to meet the requirements of the Tariff, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of this section 710, the Eligible Customer shall be assigned a new queued time and/or Project Identifier, as applicable, consistent with the date of the new or revised Application.

710.3 Determination of Whether Firm Contract Demand Transmission Service and Non-Firm Contract Demand Transmission Service Can Be Reliably Provided

Following completion of all studies pursuant to Part VIII, Subpart C, Transmission Provider will make the determination, in consultation with the affected PJM Transmission Owner(s), about whether (and to what level as applicable) Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Services can be reliably provided for an Application, and if so, what level of service may be provided.

If the Transmission Provider, in consultation with the affected Transmission Owner(s), determines that no amount or only a portion of the Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service requested by Eligible Customer can be provided reliably, the Transmission Provider will provide a written explanation of the reasons for the denial of service.

Descriptions of the Transmission Provider's and/or the applicable Transmission Owner(s)' specific methodology for assessing whether Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service, or both, can be reliably provided, will be set forth in Tariff, Part VIII, Subpart B, and in the PJM Manuals.

710.4 Technical Requirements Prior to Commencement of Service

Firm Contract Demand Transmission Service and Non-Firm Contract Demand Transmission Service shall not commence until the Transmission Provider, the affected Transmission Owner(s), and the Eligible Customer, or a third party, have completed installation of all equipment specified under the Service Agreement for Contract Demand Transmission Service, as provided in Attachment F-4, consistent with Good Utility Practice and any additional requirements reasonably

and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider and the affected Transmission Owner(s) are to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

As applicable, these technical requirements may include, but are not limited to: (i) installation of necessary hardware and software to limit energy withdrawals, including metering equipment and any facilities necessary to implement the necessary control technologies and protection systems associated with the provisions of the Service Agreement for Contract Demand Transmission Service; (ii) provision of an **operations center** and operational contact and backup contact for the Eligible Customer, available twenty-four (24) hours a day and seven (7) days a week; (iii) certification from the Eligible Customer that **the operations center** is staffed with PJM Certified Operators (PJM Manual 40); (iv) demonstration from the Eligible Customer of its ability to receive voice and electronic signals from the Transmission Provider; (v) demonstration that the Eligible Customer has operational control to respond to operating instructions from the Transmission Provider to reduce energy withdrawals or disconnect the Eligible Load **or Large Load** within five (5) minutes or as specified in the PJM Manuals; (vi) satisfaction of any technical requirements identified by the applicable Transmission Owner(s); and (vii) as applicable, demonstration that the Eligible Customer has operational control of the necessary control technologies and protection systems required pursuant to Tariff, Part XI, Subpart B, section 713 and set forth in the Service Agreement for Contract Demand Transmission Service.

710.5 Eligible Customer Facilities and Network Facilities

The provision of Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service, or both, shall be conditioned upon the Eligible Customer constructing, maintaining, and operating the facilities (i) on its side of the Delivery Point necessary to reliably deliver and receive energy and capacity; and (ii) to implement the necessary control technologies and protection systems required pursuant to Tariff, Part XI, Subpart B, section 713 and specified in the Service Agreement for Contract Demand Transmission Service, as Transmission Provider may require. Nothing herein precludes the installation of any Transmission Owner-side protection facilities.

As set forth in the Service Agreement for Contract Demand Transmission Service, the Eligible Customer may also be responsible for the cost of network upgrades from the Transmission Provider's Transmission System to the Delivery Point. In the case of Firm Contract Demand Transmission Service, the Transmission Provider shall be responsible for ensuring the Transmission System can deliver and receive energy and capacity to the Delivery Point.

The Eligible Customer shall be solely responsible for constructing or installing all facilities on the Eligible Customer's side of each such Delivery Point or, with respect to service provided pursuant to a state required retail access program, for otherwise arranging for the delivery of its energy from the Delivery Point.

710.6 Execution and Filing of Service Agreement

The Transmission Provider will file the Service Agreement for Contract Demand Transmission Service, as set forth in Attachment F-4, with the Commission in compliance with applicable Commission regulations, and subject to the provisions below.

(a) Transmission Provider shall provide the final Service Agreement for Contract Demand Transmission Service, along with any applicable schedules, to the parties in electronic form. Not later than fifteen (15) Business Days after receipt of the Service Agreement for Contract Demand Transmission Service, Eligible Customer shall:

- (i) execute the final Service Agreement for Contract Demand Transmission Service in electronic form and return it to Transmission Provider electronically;
- (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12; or
- (iii) request in writing that Transmission Provider file with the Commission the final Service Agreement for Contract Demand Transmission Service in unexecuted form. The unexecuted Service Agreement for Contract Demand Transmission Service shall contain terms and conditions deemed appropriate by Transmission Provider for the Application.

As needed for Firm Contract Demand Transmission Service, the Eligible Customer shall also provide any required adjustments to Security for facility upgrades.

(b) If the Eligible Customer determines that final agreement negotiations are at an impasse, the Eligible Customer shall notify Transmission Provider of the impasse, and Eligible Customer may request Transmission Provider to file the unexecuted agreement with FERC or request in writing dispute resolution as allowed under Tariff, Part I, section 12. If Transmission Provider, in its sole discretion, determines that the negotiations are at an impasse, Transmission Provider shall notify the Eligible Customer of the impasse, and may file the unexecuted agreement with the FERC.

(c) Eligible Customer and Transmission Provider may not proceed under such Service Agreement for Contract Demand Transmission Service until:

- (i) thirty (30) days after such agreement, if executed and nonconforming, has been filed with FERC;
- (ii) such agreement, if unexecuted, has been filed with and accepted by FERC;
or
- (iii) the earlier of thirty (30) days after such agreement, if conforming, has been executed or has been reported in Transmission Provider's Electronic Quarterly Reports.

710.7 Termination

Although the Service Agreement for Contract Demand Transmission Service is presumed to continue without expiration, it may be terminated where:

(a) An incumbent Eligible Customer will be replaced by a successor Eligible Customer, in which case the incumbent's service shall only terminate if the successor agrees to commence the taking of the service, the appropriate service agreement is executed, and all other applicable terms and conditions of the Tariff and PJM Governing Agreements are satisfied;

(b) An incumbent Eligible Customer seeks to terminate its service and no successor Eligible Customer exists, in which case the incumbent must provide PJM with forty-two (42) months' notice prior to the commencement of a Delivery Year in which Eligible Customer seeks the termination, subject to receiving all necessary regulatory approvals for such termination, if any;

(c) An Eligible Customer is disqualified from receiving Contract Demand Transmission Service under Tariff, Part XI, Subpart B, section 713.7;

(d) The Eligible Customer is in breach of its obligations under the Service Agreement or the Tariff, Part XI. For example, to the extent any material changes to the gross demand of the Eligible Load or the design, configuration, or output of the Eligible Generating Facility occur without being studied by the Transmission Provider to determine whether such changes would affect the Transmission Provider's ability to reliably provide the level of service specified in the Eligible Customer's Contract Demand Transmission Service Agreement, the Eligible Customer may be considered in breach of its obligations and the agreement may be subject to termination in accordance with the provisions of this Tariff and/or the Service Agreement for Contract Demand Transmission Service; or

(e) On such other date as mutually agreed upon by the parties.

711 Designation of Co-Located Load and Co-Located Generating Facility

711.1 Required Designations

(a) The Eligible Customer must designate the individual Eligible Load on behalf of which it is taking Firm Contract Demand Transmission Service, or Non-Firm Contract Demand Transmission Service, or both. The Eligible Load shall be specified in the Service Agreement for Contract Demand Transmission Service, provided in Attachment F-4.

(b) The Eligible Customer must designate the individual Eligible Generating Facility that will serve the individual Eligible Load in subsection (a) and provide the megawatt level of energy from the Eligible Generating Facility dedicated to serving the Eligible Load, if applicable.

711.2 No Change in Delivery Point

No change in the Delivery Point for any Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service shall be permitted.

711.3 Information Updates

The Eligible Customer shall provide the Transmission Provider with annual updates of (i) the demand characteristics of the Eligible Load, and (ii) the supply characteristics of any designated Eligible Generating Facility, both consistent with the information included in its Application for Contract Demand Transmission Service under Tariff, Part XI.

In addition, the Eligible Customer also shall have an ongoing obligation to provide the Transmission Provider and applicable Transmission Owner(s) with timely written or electronic notice of material changes, as discussed in the PJM Manuals, in the foregoing sentence as well as any other information listed in Tariff, Part XI, Subpart B, section 710 or provided in its Application for Contract Demand Transmission Service or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service. Failure to timely inform the Transmission Provider of a material change in (i) the demand characteristics of the Eligible Load, or (ii) the supply characteristics of the Eligible Generating Facility may constitute a breach of the Eligible Customer's Service Agreement and subject to termination under Tariff, Part XI, Subpart B, section 710.7.

712 Study Procedures for Contract Demand Transmission Service

712.1 Study Procedures for Firm or Non-Firm Contract Demand Transmission Service

Completed Applications for Firm or Non-Firm Contract Demand Transmission Service shall be subject to the study requirements of Tariff, Part VIII, Subpart C, section 404.³

712.3 Application and Studies Agreement

In the event the Transmission Provider determines studies are necessary to evaluate the requested Contract Demand Transmission Service, the Transmission Provider shall tender an Application and Studies Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for the required studies. For a service request to remain a Completed Application, the Eligible Customer shall execute the Application and Studies Agreement and return it to the Transmission Provider within fifteen (15) Business Days and provide the study fee pursuant to Tariff, Part XI, Subpart B, section 712.4. If the Eligible Customer elects not to execute the Application and Studies Agreement, its Application shall be deemed withdrawn and its fee shall be returned with interest.

712.4 Study Fee

³ NTD: will ensure consistency with procedures in Part VIII.

Eligible Customer shall pay a study fee, as determined by the Transmission Provider, to apply for Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service.

713 Load Shedding and Curtailments for Contract Demand Transmission Service

713.1 General

Prior to the Service Commencement Date, the Eligible Customer shall demonstrate its ability to fully comply with the Load Shedding and Curtailment procedures pursuant to this section 713, the PJM Manuals, and the Service Agreement for Contract Demand Transmission Service, as provided in Attachment F-4. The Eligible Customer shall implement any Load Shedding and/or Curtailment directive given by Transmission Provider. To the extent practicable, the Transmission Provider will notify the Eligible Customer and applicable Transmission Owner(s) of any Curtailment in a timely manner. Eligible Customers must respond to any real time instruction to curtail or otherwise reduce load within five (5) minutes. Curtailments will be made on a non-discriminatory basis.

713.2 Load Shedding

To the extent that a system contingency exists on the Transmission Provider's Transmission System and the Transmission Provider determines that it is necessary for the Eligible Customer to shed load at the designated Eligible Load, the Eligible Customer shall shed load in accordance with previously established procedures under the Service Agreement for Contract Demand Transmission Service.

713.3 Curtailment of Firm Contract Demand Transmission Service

For purposes of Curtailment, Firm Contract Demand Transmission Service shall be treated as the equivalent of Network Integration Transmission Service.

713.4 Curtailment of Non-Firm Contract Demand Transmission Service

Non-Firm Contract Demand Transmission Service shall be Curtailed before Firm Contract Demand Transmission Service and Network Integration Transmission Service. The Transmission Provider may Curtail Non-Firm Contract Demand Transmission Service prior to dispatching the Pre-Emergency Load Response Program as further set forth in the PJM Manuals, or in response to a transfer capability shortage as a result of system reliability conditions.

713.5 System Reliability

Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service, or both, without liability on the Transmission Provider's part, for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where the continuance of Firm Contract Demand Transmission Service or Non-Firm Contract Demand

Transmission Service, or both, would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission Provider's Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may Curtail Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider will give the Eligible Customer as much advance notice as is practicable in the event of such Curtailment.

713.6 Necessary Control Technologies and Protection Systems for Contract Demand Transmission Service

To ensure protection of the Transmission System and that the Eligible Customer limits its energy withdrawals from the Transmission System to the level of Contract Demand Transmission Service provided in its Service Agreement for Contract Demand Transmission Service, including during a period in which the Transmission Provider has directed Curtailment or Load Shedding, prior to the Service Commencement Date, the Transmission Provider, affected Transmission Owner(s), and the Eligible Customer shall establish necessary control technologies and protection systems in accordance with the PJM Manuals, which may include a Remedial Action Scheme, for each Service Agreement for Non-Firm Contract Demand Transmission Service. The necessary control technologies and protection systems must be developed in accordance with the PJM Manuals and be approved by the Transmission Provider. The necessary control technologies and protection systems may be functionally modified from time to time. Any functional modification to the necessary control technologies and protection systems must be developed with the affected Transmission Owner(s) and approved by the Transmission Provider.

713.7 Consequences of Failure to Follow Instructions or Misoperation of Necessary Control Technologies and Protection Systems in a Contract Demand Transmission Service Agreement

(a) In the first instance that an Eligible Customer taking Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service fails to respond to established Load Shedding and Curtailment procedures, as set forth in this section 713, the Eligible Customer shall be prohibited from taking service under its Service Agreement or otherwise withdrawing energy from the Transmission System for a period of up to one hundred and twenty (120) days.

In the second instance that an Eligible Customer fails to respond to established Load Shedding and Curtailment procedures, as set forth in this section 713, the Eligible Customer's Service Agreement for that Eligible Load or Large Load shall be terminated and the Eligible Customer shall be disqualified from taking Contract Demand Transmission Service on behalf of that Eligible Load or Large Load.

(b) In the first instance that a necessary control technology or protection system for a given Service Agreement for Non-Firm Contract Demand Transmission Service misoperates, the

Eligible Customer shall be prohibited from taking transmission service under its Service Agreement (both Firm Contract Demand Transmission Service and Non-Firm Contract Demand Transmission Service) or otherwise withdrawing energy from the Transmission System for a period of up to one hundred and twenty (120) days from such event, which may be shortened or extended per mutual agreement, to allow for an analysis of the operational performance of the necessary control technologies and protection systems.

In the second instance that an Eligible Customer's necessary control technology or protection system associated with a Service Agreement for Non-Firm Contract Demand Transmission Service misoperates, the Eligible Customer shall be disqualified from taking Firm Contract Demand Transmission Service and Non-Firm Contract Demand Transmission Service.

(c) Following disqualification under subsections (a) or (b) above, to receive any transmission service over the Transmission System, the Eligible Customer must apply for Network Integration Transmission Service under Tariff, Part III, with the option to qualify for Interim Network Integration Transmission Service under Tariff, Part XI subject to the provisions of the Tariff.

(d) The Transmission Provider may, in its sole discretion and on a prospective basis only, determine that the facts and circumstances demonstrate that Eligible Customer was not at fault for (i) an Eligible Customer's, or the ~~Eligible Load~~Co-Located Load's or Large Load's, failure to implement Load Shedding and Curtailment procedures or (ii) a misoperation of the Eligible Customer's necessary control technology or protection system associated with a Service Agreement. In the event, the Transmission Provider makes such a no fault determination, the precipitating event shall not be considered toward disqualification under this section 713.

713.8 Penalty for Unreserved Use of Contract Demand Transmission Service

[Reserved]

714 Rates and Charges for Firm Contract Demand Transmission Service

714.1 Monthly Demand Charge

[Reserved]

714.2 Network Upgrade Charge

[Reserved]

714.3 Redispatch Charge

The Eligible Customer shall pay any redispatch costs as set forth in Tariff, Attachment K.

714.4 Stranded Cost Recovery

Any Transmission Owner may seek to recover stranded costs from the Eligible Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth in FERC Order No. 888. However, the Transmission Owner must separately file any proposal to recover stranded costs under section 205 of the Federal Power Act.

714.5 Other Charges

Eligible Customer shall pay administrative services charges under Tariff, Schedule 1A; Tariff, Schedule 9; and Tariff, Schedule 10 based on the total quantity of MWhs of Firm Contract Demand Transmission Service specified in the Service Agreement, except in the case of any capacity-related charges under these schedules, which shall be based on the Eligible Customer's Unforced Capacity Obligation.

Eligible Customer shall pay Ancillary Services charges, except for Regulation, based on the total quantity in MWhs of Firm Contract Demand Transmission Service specified in the Service Agreement in accordance with Tariff, Part I, section 3.

Eligible Customer shall pay Black Start Service charges based on the gross demand of the Eligible Load in accordance with Tariff, Schedule 6A.

Eligible Customer shall pay Regulation charges based on the gross demand of the Eligible Load.

Eligible Customer shall pay any applicable Transmission Enhancement Charges in accordance with Tariff, Schedule 12.

715 Rates and Charges for Non-Firm Contract Demand Transmission Service

715.1 Monthly Demand Charge

[Reserved]

715.2 Redispatch Charge

The Eligible Customer and each Transmission Owner shall pay any redispatch costs as set forth in Tariff, Attachment K.

715.3 Stranded Cost Recovery

Any Transmission Owner may seek to recover stranded costs from the Eligible Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth in FERC Order No. 888. However, the Transmission Owner must separately file any proposal to recover stranded costs under section 205 of the Federal Power Act.

715.4 Other Charges

Eligible Customer shall pay administrative services charges under Tariff, Schedule 1A; Tariff, Schedule 9; and Tariff, Schedule 10 based on the total quantity of MWhs of reserved Non-Firm Contract Demand Transmission Service, except any capacity-related charges under these schedules will not apply.

Eligible Customer shall pay Ancillary Services charges, except for Regulation, based on the total quantity in MWhs of reserved Non-Firm Contract Demand Transmission Service in accordance with Tariff, Part I, section 3.

To the extent the Eligible Customer does not have an effective Service Agreement for Firm Contract Demand Transmission Service, Eligible Customer shall pay Black Start Service charges based on the gross demand of the Eligible Load or Large Load in accordance with Tariff, Schedule 6A.

To the extent the Eligible Customer does not have an effective Service Agreement for Firm Contract Demand Transmission Service, Eligible Customer shall pay Regulation charges based on a gross demand of the Eligible Load or Large Load.

716 Operating Agreement

716.1 Operating Agreement

The Eligible Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Operating Agreement.

The terms and conditions under which the Eligible Customer shall operate its facilities and the technical and operational matters associated with the implementation of Tariff, Part XI shall be specified in the Operating Agreement.

The Operating Agreement shall provide for the Eligible Customer and Transmission Provider to (i) operate and maintain equipment necessary for integrating the Eligible Customer within the Transmission Provider's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment); (ii) transfer data between the Transmission Provider and the Eligible Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for required redispatch, voltage schedules, loss factors and other real time data); (iii) use software programs required for data links and constraint dispatching; (iv) exchange data on forecasted loads and resources necessary for long-term planning; and (v) address any other technical and operational considerations required for implementation of Tariff, Part XI, including scheduling protocols.

717 Large Computational Load Ride-Through Requirements

Eligible Customer taking Contract Demand Transmission Service to serve Large Computational Load shall ensure that the Large Computational Load Meets all the requirements established in accordance with Tariff, Part III, section 28.2, Large Computational Load Ride-Through Requirements, and set forth in Manual 14B, Attachment D.

Service Agreement No. [Insert]

ATTACHMENT F-3A

Service Agreement For
Regional Network Integration Transmission Service
And/or
Interim Regional Network Integration Transmission Service
For Eligible ~~Co-Located~~ Load or Large Load

1.0 This Service Agreement, dated as of the date the last party executes this agreement, is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the Transmission Provider) as the administrator of the Tariff, PJMSettlement Inc. (“Counterparty”) as the counterparty, and (“Network Customer”). [If applicable: This Service Agreement supersedes the Service Agreement among Transmission Provider, Counterparty, and [insert prior Network Customer’s entity name], [insert Service Agreement Number], effective date [insert], which was filed with the Commission in Docket No. [insert].]

2.0 [Instructions: Choose one of the following]

[The Network Customer has been determined by the Transmission Provider to have a valid request for Network Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff.]

_____ [or]

[The Network Customer, which is an Eligible Customer taking transmission service on behalf of Eligible Load or Large Load, has been determined by the Transmission Provider to have a valid request for Network Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff, except for the condition that the following facilities must be completed and placed into service:

[If applicable, list facilities to be completed and placed into service.]

Until the facilities listed above are completed, the Transmission Owner provides a Notice of Completion to PJM, and the facilities listed above are in service, the Eligible Customer may only receive Interim Network Integration Transmission Service subject to the conditions of Part XI of the Tariff.

3.0 Regional Network Integration Transmission Service under this agreement shall commence on the later of: (1) the requested service commencement date of _____, or (2) the date on which construction of all Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Network Customer

taking Regional Network Integration Transmission Service shall take such service on terms that do not expire.

Regional Network Integration Transmission Service shall terminate consistent with Tariff, Part I, section 2.5. Specifically, Regional Network Integration Transmission Service may be terminated where: (1) an incumbent Network Customer will be replaced by a successor Network Customer, in which case the incumbent's service shall only terminate if the successor agrees to commence the taking of the service, the appropriate service agreement is executed, and all other applicable terms and conditions of the PJM Governing Agreements are satisfied; (2) an incumbent Network Customer seeks to terminate its service and no successor Network Customer exists, in which case the incumbent must provide PJM with forty-two (42) months' notice prior to the commencement of a Delivery Year, subject to receiving all necessary regulatory approvals for such termination, if any; or (3) on such other date mutually agreed upon by the Parties.

[If applicable] [Interim Network Integration Transmission Service under this agreement shall commence on the later of: (1) the requested service commencement date of _____, or (2) such other date as it is permitted to become effective by the Commission. On the date on which construction of all Direct Assignment Facilities and/or Network Upgrades are completed, Interim Network Integration Transmission Service shall terminate consistent with Tariff, Part XI, and Regional Network Integration Transmission Service shall begin.]

4.0 The Transmission Provider agrees to provide and the Network Customer agrees to take and pay for Regional Network Integration Transmission Service, when applicable, and Interim Network Integration Transmission Service, when applicable, in accordance with the provisions of the Tariff, including the Operating Agreement (which is incorporated herein by reference), and this Service Agreement as they may be amended from time to time. Failure to timely inform the Transmission Provider of a material change in (i) the demand characteristics of the Eligible Load or Large Load or (ii) the supply characteristics of the Eligible Generating Facility may constitute a breach of the Eligible Customer's Service Agreement and this Service Agreement may be terminated pursuant to Tariff, Part XI, Subpart B, section 710.7.

[If applicable] [The Eligible Customer will comply with the necessary control technologies and protection systems provisions in Tariff, Part XI, prior to the Service Commencement Date.]

5.0 The Eligible Customer certifies it is willing and able to limit its usage of the Transmission System when requested by the Transmission Provider.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider (on behalf of Transmission Provider and Counterparty):

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

Network Customer:

7.0 The Tariff for Network Integration Transmission Service, Tariff, Part III, and Interim Network Integration Transmission Service, Tariff, Part XI, is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: _____
Name Title Date

Counterparty:

By: _____
Name Title Date

Network Customer:

By: _____
Name Title Date

CERTIFICATION

I, _____, *certify that I am a duly authorized officer of*

(Network Customer) and that
(Network Customer) will not request service
under this Service Agreement to assist an Eligible Customer to avoid the reciprocity
provision of this Open-Access Transmission Tariff.

(Name)

(Title)

Subscribed and sworn before me this _____ *day of* _____, _____.

(Notary Public)

My Commission expires: _____

SPECIFICATIONS FOR
REGIONAL NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Regional Network Integration Transmission Service Amount (MW):
 MW

2.0 Description of Eligible Generating Facility:

Maximum Facility Output of Eligible Generating Facility: _____ MW

3.0 Description of Eligible Load:

Gross Demand of Eligible Load:
 MW

4.0 Service under this Agreement may be subject to some combination of the charges
detailed below. (The appropriate charges for individual transactions will be
determined in accordance with the terms and conditions of the Tariff.)

4.1 Embedded Cost Transmission Charge:

4.2 Facilities Study Charge:

4.3 Direct Assignment Facilities Charge:

4.4 Ancillary Services Charge: _____

4.5 *Other Supporting Facilities Charge:*

***{If applicable}** SPECIFICATIONS FOR
INTERIM REGIONAL NETWORK INTEGRATION TRANSMISSION SERVICE*

~~1.0~~ ~~1.0~~ *Interim Regional Network Integration Transmission Service Amount
(MW): _____ MW*

Delivery Point: _____

2.0 *Description of Eligible Generating Facility:*

Maximum Facility Output of Eligible Generating Facility: _____ MW

3.0 *Description of Eligible Load or Large Load:*

Gross Demand of Eligible Load:
_____ MW

4.0 *Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)*

4.1 *Embedded Cost Transmission Charge:* _____

4.2 *Facilities Study Charge:* _____

4.3 *Direct Assignment Facilities Charge:* _____

4.4 *Ancillary Services Charge:* _____

4.5 *Other Supporting Facilities Charge:* _____

Schedule A

Single Line Diagram

~~*[Reserved]*~~

Service Agreement No. [Insert]

ATTACHMENT F-4

Service Agreement For
Contract Demand Transmission Service
(For Eligible Load or Large Load)

- 1.0 This Service Agreement, dated as of the date the last party executes this agreement, is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the Transmission Provider) as the administrator of the Tariff, PJMSettlement Inc. (“Counterparty”) as the counterparty, and _____ (“Eligible Customer”). [If applicable: This Service Agreement supersedes the Service Agreement among Transmission Provider, Counterparty, and [insert prior Eligible Customer’s entity name], [insert Service Agreement Number], effective date [insert], which was filed with the Commission in Docket No. [insert].]
- 2.0 [Instructions: Choose one of the following depending on whether facilities upgrades are needed.]

[If facilities upgrades are not needed or if Eligible Customer is seeking solely Non-Firm Contract Demand Transmission Service] The Eligible Customer, who is taking transmission service on behalf of Eligible Load, has been determined by the Transmission Provider to have a valid request for [Firm Contract Demand Transmission Service and/or Non-Firm Contract Demand Transmission Service] under the Tariff and to have satisfied the conditions for service imposed by the Tariff.

_____ [or]

[If facilities upgrades are needed, assuming Eligible Customer is seeking at least a portion of Firm Contract Demand Transmission Service] [The Eligible Customer, who is taking transmission service on behalf of Eligible Load, has been determined by the Transmission Provider to have a valid request for Firm Contract Demand Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff, except for the condition that the following facilities must be completed and placed into service:]

[If applicable, list facilities to be completed and placed into service.]

Until the facilities listed above are completed, the Transmission Owner provides a Notice of Completion to PJM, and the facilities listed above are in service, the Eligible Customer may not receive Firm Contract Demand Transmission Service under Tariff, Part XI.

3.0 Contract Demand Transmission Service under this agreement shall commence on the later of: (1) the requested service commencement date of _____, or (2) the date on which construction of all Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission.

Contract Demand Transmission Service shall terminate consistent with Tariff, Part XI, section 710.7.

4.0 The Transmission Provider agrees to provide and the Eligible Customer agrees to take and pay for Contract Demand Transmission Service in accordance with the provisions of the Tariff, including the Operating Agreement (which is incorporated herein by reference), and this Service Agreement, as they may be amended from time to time. Failure to timely inform the Transmission Provider of a material change in (i) the demand characteristics of the Eligible Load or (ii) the supply characteristics of the Eligible Generating Facility may constitute a breach of the Eligible Customer's Service Agreement and this Service Agreement may be terminated pursuant to Tariff, Part XI, Subpart B, section 710.7.

5.0 The Eligible Customer will have the following necessary control technologies and protection systems provisions in accordance with Tariff, Part XI, prior to the Service Commencement Date:

≡

6.0 The Eligible Customer certifies it is willing and able to limit its usage of the Transmission System when requested by the Transmission Provider.

7.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider (on behalf of Transmission Provider and Counterparty):

PJM Interconnection, L.L.C.

2750 Monroe Blvd.

Audubon, PA 19403

Eligible Customer:

8.0 Tariff, Part XI, for Contract Demand Transmission Services, as it may be revised from time to time, is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: _____
Name Title Date

Counterparty:

By: _____
Name Title Date

Eligible Customer:

By: _____
Name Title Date

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SPECIFICATIONS FOR
CONTRACT DEMAND TRANSMISSION SERVICE

1.0 Firm Contract Demand Transmission Service Amount (MW): _____ MW

Non- Firm Contract Demand Transmission Service Amount (MW): _____ MW

Delivery Point: _____

2.0 Description of Eligible Generating
Facility: _____

Maximum Facility Output of Eligible Generating Facility: _____ MW

MW of Eligible Generating Facility dedicated to Eligible Load: — _____ MW

3.0 Description of Eligible Load: _____

Gross Demand of Eligible Load: _____ MW

4.0 Service under this Agreement may be subject to charges specified in the Tariff, which may change from time to time, plus some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

4.1 Embedded Cost Transmission Charge: _____

4.2 Facilities Study Charge: _____

4.3 Direct Assignment Facilities Charge: _____

4.4 Ancillary Services Charge:

4.5 Other Supporting Facilities Charge:

Schedule A
Single Line Diagram