Part XI

Transmission Services Available for Eligible Customers Taking Service on Behalf of 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 a designated Eligible 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. 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 VIII~~XI~~, Subpart A, section 403 and be submitted in accordance with the applicable terms and conditions in the Tariff.

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 a designated 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 702.1, transmission service on behalf of a designated 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.~~

The Eligible Customer taking Interim Network Integration Transmission Service on behalf of a designated Eligible Load ~~or Large Load~~ 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 Transmission Service Agreement to serve the Eligible Load ~~or Large Load~~.

701.3 Exclusions

An Eligible Customer seeking service on behalf of an Eligible Load greater than 50 MW may not take Network Integration Transmission Service or Interim Network Integration Transmission Service. An Eligible Customer taking transmission service on behalf of a designated 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~~.

701.4 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.

701.5 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 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 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.

702 Initiating Service

702.1 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. An Eligible Customer seeking Interim Network Integration Transmission Service must submit an Application pursuant to the procedures in Tariff, Part VIII.

702.2 Transmission Service Agreement

The Service Agreement for Interim Network Integration Transmission Service shall be in the form provided in Attachment F-3A to ~~this~~ the Tariff~~, Part XI~~.

702.3 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 a designated Eligible Load ~~or Large Load~~, provided that:

(i) The Eligible Customer has ~~applied for~~ requested Network Integration Transmission Service pursuant to Tariff, Part III on behalf of the designated Eligible Load ~~or Large Load~~;

(ii) The Eligible Customer has applied for Interim Network Integration Service in accordance with section 702.1 and the procedures in Tariff, Part VIII;

(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 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. S~~s~~uch Transmission 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 Transmission Service Agreement; and (b) ~~its~~ Eligible Customer's agreement to be curtailed under certain conditions set forth in the Transmission 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 for the

designated Eligible Load ~~or Large Load~~ when requested by the Transmission Provider; and

(vi) The Eligible Customer is in compliance with all technical requirements in Tariff, Part XI, Subpart C, section 718 and the ~~Service Agreement~~Transmission Service Agreement;

(vii) The Eligible Customer has constructed any facilities on its side of the Delivery Point necessary to reliably deliver energy from the Transmission Provider's Transmission System to the Eligible Customer's designated Eligible Load ~~or Large Load or~~, with respect to service provided pursuant to a state required retail access program, otherwise arranged for the delivery of its energy from the Delivery Point or interconnection; and

(vii) 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.

702.4 Termination of Interim Network Integration Transmission Service

Although the Service Agreement for Interim Network Integration Transmission Service is presumed to continue without expiration, it may be terminated where

(a) Once the required transmission upgrades to provide Network Integration Transmission Service under Tariff, Part III are completed and placed in service in accordance with the terms of the Transmission Service Agreement and Transmission Provider has performed an updated analysis to confirm the Transmission System can support firm load and updated the relevant systems pursuant to its internal procedures, the Interim Network Integration Transmission Service provided to the Eligible Customer will terminate and automatically be converted to Network Integration Transmission Service and the Eligible Load will be designated as Network Load under Tariff, Part III, section 31.1.

(b) An Eligible Customer is disqualified from receiving service under Tariff, Part XI on behalf of a designated Eligible Load pursuant to Part XI, Subpart C, section 719.5;

(c) The Eligible Customer is in breach of its obligations under the Transmission 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 Service Agreement for Interim Network Integration Transmission Service, 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 Transmission Service Agreement; or

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

~~Once the required transmission upgrades to provide Network Integration Transmission Service under Tariff, Part III are completed and placed in service in accordance with the terms of the Transmission Service Agreement and Transmission Provider has performed an updated analysis to verify confirm the Ttransmission Ssystem can support firm load and updated the relevant systems to reflect those upgrades pursuant to its internal procedures, the Interim Network Integration Transmission Service provided to the Eligible Customer will terminate and automatically be converted to Network Integration Transmission Service and the Eligible Load will be designated as Network Load under Tariff, Part III, section 31.1.~~.

703 Rates and Charges

703.1 Monthly Demand Charge

[Reserved]

703.2 Redispatch Charge

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

703.3 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.

703.4 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.

703.5 Penalty for Unreserved Use of Interim Network Integration Transmission Service

[Reserved].

704-707 [Reserved]

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 a designated 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. 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 the 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~~ transfer 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.

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

709.1 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 for energy and capacity on behalf of that Eligible Load or Large Load up to a defined, predetermined megawatt level 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. The Eligible Customer taking Firm Contract Demand Transmission Service must obtain or provide Ancillary Services pursuant to Tariff, Part I, section 3.

(b) Non-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 obtain non-firm, interruptible transmission service for energy 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~~Transmission Service Agreement will be eligible to obtain Non-Firm Contract Demand Transmission Service on a given Operating Day on an as-available basis. The Eligible

Customer taking Non-Firm Contract Demand Transmission Service must obtain or provide Ancillary Services pursuant to Tariff, Part I, section 3.

709.2 Priority of Service

Firm Contract Demand Transmission Service will always have priority over Non-Firm Contract Demand Transmission Service, ~~and~~ Interim Network Integration Service, and Non-Firm Point to Point Transmission Service under the Tariff. All Firm Contract Demand Transmission Service will have equal priority with Network Integration Transmission Service and Firm Point to Point Transmission Service. Additional detail about priority of service appears in Tariff, Part XI, Section 719.

709.3 Eligibility for Service

For any given Eligible Load or Large Load, once an Eligible Customer has taken, or has a pending application 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.

For a~~A~~ny given portion of an Eligible Load or Large Load served by Firm Contract Demand Transmission Service, the Eligible Customer, or its successor, shall not be eligible for Non-Firm Contract Demand Transmission Service for five (5) years following the effective date of the Service Agreement for Contract Demand Transmission Service.

709.4 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) the direct or indirect provision of transmission service by the Eligible Customer to third parties.

709.5 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 or supporting modifications, upgrades, maintenance or repairs on Transmission Owner or Generation Owner lines, substations, equipment, or ~~generators~~ Generating Facilities~~or 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.

710 Initiating Service

710.1 Application Procedures

An Eligible Customer seeking to take service on behalf of a designated Eligible Load or Large Load may apply for Firm Contract Demand Transmission Service or Non-Firm Contract Demand Transmission Service, or both, ~~to take service on behalf of a designated Eligible Load or Large Load~~ pursuant to the procedures in Tariff, Part VIII; provided that an entity that seeks to serve Eligible Load or Large Load entirely through co-located generation and does not wish to take Transmission Service still must submit an Application pursuant to the procedures in Tariff, Part VIII for study under those procedures and enter into a Service Agreement for Non-Firm Contract Demand Service for zero MW of such service. After an Eligible Customer has submitted an Application for Contract Demand Transmission Service for a specified 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~~ will require a new Application.

710.2 ~~Service Agreement~~Transmission Service Agreement

The Transmission Service Agreement for Firm Contract Demand Transmission Service and/or Non-Firm Contract Demand Transmission Service shall be in the form provided in Attachment F-4 to this Tariff, Part XI.

710.3 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 made a valid request~~applied to take~~ for Contract Demand T~~t~~ransmission S~~s~~ervice on behalf of the designated Eligible Load or Large Load pursuant to Tariff, Part XI, section 710.1 and Tariff, Part VIII;

(ii) The Eligible Customer has verified that the~~subject~~ designated 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~~Transmission 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~~Transmission Service Agreement; and (b) its agreement to be curtailed under certain conditions set forth in the ~~Service Agreement~~Transmission Service Agreement and in the PJM Tariff;

(v) The Eligible Customer is in compliance with all applicable technical requirements in Tariff, Part XI, Subpart C, section 718 and the ~~Service Agreement~~Transmission Service Agreement;

(vi) The Eligible Customer constructed any facilities on its side of the Delivery Point necessary to reliably deliver energy from the Transmission Provider's Transmission System to the Eligible Customer's designated Eligible Load or Large Load or, with respect to service provided pursuant to a state required retail access program, otherwise arranged for the delivery of its energy from the Delivery Point or interconnection;

(vii) The Eligible Customer has completed other certification requirements provided in the PJM Manuals, including to be an Electric Distributor, as applicable; and

(viii) 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.

(ix) For Eligible Load, the Eligible Customer verifies that no portion of the Eligible Generating Facility dedicated to serving the Eligible Load has CIRs.

711 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~~Transmission 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 service under Tariff, Part XI on behalf of a designated Eligible Load or Large Load pursuant to Part XI, Subpart C, section 719.5;

(d) The Eligible Customer is in breach of its obligations under the ~~Service Agreement~~Transmission 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 for Contract Demand Transmission Service, 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.

712

[Reserved]

713 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~~Transmission 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~~Transmission 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~~Transmission 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~~Transmission 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.

Subpart C – Common Service Provisions for Interim Network Integration Transmission Service and Contract Demand Services

716 Eligible Customer Facilities

Transmission Service under Tariff, Part XI 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 C, section 717 and specified in the ~~Service Agreement~~Transmission Service Agreement, as Transmission Provider may require. Nothing herein precludes the installation of any Transmission Owner-side protection facilities.

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.

717 Necessary Control Technologies and Protection Systems

To ensure protection of the Transmission System and that the Eligible Customer limits its energy withdrawals from the Transmission System to the level of Transmission Service provided in its ~~Service Agreement~~Transmission Service Agreement, 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 fully redundant ~~special~~ protection ~~systems~~ schemes in accordance with the PJM Manuals, which may include a r~~R~~emedial a~~A~~ction s~~S~~cheme, for each ~~Service Agreement~~Transmission Service Agreement for Interim Network Integration Transmission Service or Non-Firm Contract Demand Transmission Service. The necessary control technologies and protection systems must be developed in accordance with the PJM Manuals, consistent with Transmission Owner technical requirements, 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.

718 Technical Requirements

718.1 Technical Requirements Prior to Commencement of Service

Transmission Service on behalf of a designated Eligible Load or Large Load under this Part XI 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~~Transmission Service Agreement, as provided in Attachment F-3A or 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.

The 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~~Transmission Service Agreement for Interim Network Integration Transmission Service or 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 C~~B~~, section 717~~3~~ and set forth in the ~~Service Agreement~~Transmission Service Agreement for Interim Network Integration Transmission Service or Contract Demand Transmission Service~~, and (viii) for Large Computational Load, compliance with the requirements established in Tariff, Part III, section 28.2, Large Computational Load Ride-Through Requirements, and set forth in Manual 14B, Attachment D~~.

718.2 Large Computational Load Ride-Through Requirements

Eligible Customer taking Transmission Service under Part XI 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~~the PJM Manuals.

719 Load Shedding and Curtailments

719.1 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 Part XI, subpart C, the PJM Manuals, and the ~~Service Agreement~~Transmission Service Agreement, as provided in Attachment F-4 or Attachment F-3A. 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. Any requests by the Transmission Provider to Curtail will be consistent with Good Utility Practice.

719.2 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 or Large Load, the Eligible Customer shall shed load in accordance with previously established procedures under the ~~Service Agreement~~Transmission Service Agreement for Interim Network Integration Transmission Service or Contract Demand Transmission Service.

719.3 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 and Firm Point-to-Point Transmission Service.

719.4 Curtailment of Interim Network Transmission Service and Non-Firm Contract Demand Transmission Service

Interim Network Integration Transmission Service and Non-Firm Contract Demand Transmission Service shall be Curtailed before Network Integration Transmission Service, Firm Contract Demand Transmission Service, and Firm Point-to-Point Transmission Service. For purposes of Curtailment, Interim Network Integration Transmission Service shall ~~be~~ have the same~~higher in~~ priority as ~~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 and Non-Firm Contract Demand Transmission Service to maintain Transmission System facilities within facility operating limits in accordance with the PJM Manuals. The Transmission Provider shall curtail Interim Network Integration Transmission Service and 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. If Transmission Provider determines it must Curtail some amount of Transmission Services that are equivalent for purposes of Curtailment, PJM will prioritize reservations ~~Eligible Customers' Interim Network Integration Transmission Service for an Eligible Load or Large Load~~ based on that service's contribution to exceedance of the Transmission System facilities' limits 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 interim deliverability~~Provisional Interconnection Service~~, or (2) the Co-Located Generation Facility is not a Capacity Resource.

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

(a) In the first instance that an Eligible Customer taking Transmission Service under this Part XI on behalf of a designated Eligible Load or Large Load fails to respond to established

Load Shedding and Curtailment procedures for that Eligible Load or Large Load, as set forth in this section 719, the Eligible Customer shall be prohibited from taking service under that ~~Service Agreement~~Transmission Service Agreement for the designated 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.

In the second 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 719, the Eligible Customer's ~~Service Agreement~~Transmission Service Agreement for that Eligible Load or Large Load shall be terminated and the Eligible Customer shall be disqualified from taking Transmission Service under Part XI 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~~Transmission Service Agreement under this Part XI misoperates, the Eligible Customer shall be prohibited from taking transmission service on behalf of that Eligible Load or Large Load under that ~~Service Agreement~~Transmission Service Agreement 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 for a given ~~Service Agreement~~Transmission Service Agreement under this Part XI misoperates, the Eligible Customer's ~~Service Agreement~~Transmission Service Agreement for that Eligible Load or Large Load shall be terminated and the Eligible Customer shall be disqualified from taking Transmission Service under Part XI on behalf of that Eligible Load or Large Load.

(c) 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) a~~n Eligible Customer's, or the Eligible 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~~Transmission 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 719.

720 Ongoing Obligations

720.1 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 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~~ in the demand characteristics of the Eligible Load or Large Load, and the supply characteristics of any designated Eligible Generating Facility ~~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, and may be required to submit a new Application for Transmission Service if the changes are material and require re-study. 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~~Transmission Service Agreement and subject ~~to~~ the Transmission Service Agreement to termination under Tariff, Part XI, Subpart B, section 711.

720.2 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.

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 Load)

1.0 This ~~Service Agreement~~Transmission 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~~Transmission Service Agreement supersedes the ~~Service Agreement~~Transmission Service Agreement among Transmission Provider, Counterparty, and [insert prior Network Customer's entity name], [insert ~~Service Agreement~~Transmission 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, 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: (l) 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~~Transmission 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: (l) 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~~Transmission 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~~Transmission Service Agreement and this ~~Service Agreement~~Transmission Service Agreement may be terminated pursuant to Tariff, Part XI, Subpart B, section 710.7.

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~~Transmission 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~~Transmission 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~~Transmission 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 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:

_____
_____
_____
_____
_____
_____
_____

Gross Demand of Eligible Load:
_____MW

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

_____

_____

_____

5.0 The Eligible Customer will implement the following operating procedures in accordance with Tariff, Part XI:

_____

6~~5~~.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 Transmission 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 Transmission Service Agreement supersedes the Transmission 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 or Large 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 or Large 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. ~~:~~]

Until ~~the~~ PJM's assessment concludes that the required 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: (l) 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 (2~~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 711~~0.7~~.

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~~Transmission 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) as applicable, the supply characteristics of the Eligible Generating Facility may constitute a breach of the Eligible Customer's ~~Service Agreement~~Transmission Service Agreement and this ~~Service Agreement~~Transmission 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 special protection systems schemes in accordance with Tariff, Part XI, prior to the Service Commencement Date:~~

~~_____~~

~~_____~~

~~_____~~

5~~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.

6~~7~~.0 Any notice or request made to or by either Party regarding this ~~Service Agreement~~Transmission 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:

_____

_____

_____

78.0 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~~Transmission 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

CERTIFICATION

I, _____, certify that I am a duly authorized officer of _____ (Eligible Customer) and that _____ (Eligible Customer) will not request service under this ~~Service Agreement~~Transmission 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
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 or Large Load:

_____

_____

Gross Demand of Eligible Load or Large Load:
MW

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

_____

_____

_____

5.0 The Eligible Customer will implement the following operating procedures in accordance with Tariff, Part XI:

_____

64.0 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.)]~~

Schedule A

Single Line Diagram