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January 28, 2010

VIA FEDERAL EXPRESS OVERNIGHT

Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426

FILED
SECRETARY OF THE
COMMISSION
2010 JAN 28 A 9:46
FEDERAL ENERGY
REGULATORY COMMISSION

Re: PJM Interconnection, L.L.C., Docket Nos. ER10-666-000.

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,¹ part 35 of the rules and regulations of the Federal Energy Regulatory Commission ("Commission" or "FERC"),² and Part VI of the PJM Interconnection, L.L.C. ("PJM") Open Access Transmission Tariff ("PJM Tariff"), PJM submits six (6) copies for filing of three (3) executed interim interconnection service agreements ("Interim ISAs") entered into among PJM, Commonwealth Edison Company ("Interconnected Transmission Owner") and the three separate owners as the Interconnection Customers: High Trail Wind Farm, L.L.C.

¹ 16 U.S.C. § 824d (2002).

² 18 C.F.R., Part 35 (2009).

The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 2

("High Trail"),³ Old Trail Wind Farm, L.L.C. ("Old Trail")⁴ and Zion Energy L.L.C. ("Zion Energy")⁵

PJM is submitting the three Interim ISAs for filing because they contain similar non-standard terms and conditions to the form of Interim ISA in Attachment O of the PJM Tariff ("Interim ISA Form"). The non-standard terms and conditions are needed to accommodate the unique circumstances of the interim interconnection. The non-standard language in the three Interim ISAs is described below in more detail and is set forth in redline format in Attachments B, D, and F, respectively, to this transmittal letter.

I. Description of the Individual Interim ISAs

A. High Trail Interim ISA

The High Trail Interim ISA, designated as Original Service Agreement No. 2395, is interconnected to the PJM transmission system with a maximum facility output of 198 MW and is located in Ellesworth, Illinois. See High Trail Interim ISA, Specifications, § 1.0.⁶ Pursuant to the High Trail Interim ISA, the Interconnection Customer shall have

³ Interim Interconnection Service Agreement among PJM Interconnection, L.L.C., High Trail Wind Farm, L.L.C. and Commonwealth Edison Company ("High Trail Interim ISA"). A copy of the High Trail Interim ISA is included in Attachment A to this transmittal letter.

⁴ Interim Interconnection Service Agreement among PJM Interconnection, L.L.C., Old Trail Wind Farm, L.L.C. and Commonwealth Edison Company ("Old Trail Interim ISA"). A copy of the Old Trail Interim ISA is included in Attachment C to this transmittal letter.

⁵ Interim Interconnection Service Agreement among PJM Interconnection, L.L.C., Zion Energy L.L.C. and Commonwealth Edison Company ("Zion Interim ISA"). A copy of the Zion Energy Interim ISA is included in Attachment E to this transmittal letter.

⁶ The High Trail Interim ISA, designated as Original Service Agreement No. 2395, supersedes an earlier Interim interconnection service agreement among PJM, High Trail Wind Farm and Commonwealth Edison Company designated as Original Service Agreement No. 2097. The Notice of Cancellation is detailed below.

The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 3

capacity interconnection rights in the amount of 39.6 MW associated with the interconnection for the time period from December 29, 2010 to May 31, 2011. Id., at Specifications, § 2.0. No charges for attachment facilities or network or local upgrades are associated with the High Trail Interim ISA. Id., at Specifications § 4.1 and § 4.3.

The High Trail Interim ISA is necessary to accommodate the Interconnection Customer's request for capacity interconnection rights for the High Trail generating facility. The High Trail generating facility is already interconnected and integrated with the PJM transmission system pursuant to an existing interconnection agreement between Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C.⁷ As indicated above, the High Trail Interim ISA, with a proposed effective date of December 29, 2010, does not completely conform to the Interim ISA Form. Specifically, Section 1.0 of the High Trail Interim ISA contains non-conforming language to indicate that the Interim ISA does not supersede the existing interconnection agreement, with the proviso that if there are any conflicts between the terms of the existing interconnection agreement and the High Trail Interim ISA, the terms of the High Trail Interim ISA will govern. The existing interconnection agreement is not being superseded by the High Trail Interim ISA because the sole purpose of the High Trail Interim ISA is to provide capacity interconnection rights for the High Trail generating facility for an interim period of time.

⁷ See Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004, designated as Original Service Agreement No. 731.

The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 4

B. Old Trail Interim ISA

The Old Trail Interim ISA, designated as Original Service Agreement No. 2396, is interconnected to the PJM transmission system with a maximum facility output of 198 MW and is located in Ellesworth, Illinois. See Old Trail Interim ISA, Specifications, § 1.0.⁸ Pursuant to the Old Trail Interim ISA, the Interconnection Customer shall have Capacity Interconnection Rights in the amount of 39.6 MW associated with the interconnection for the time period from December 29, 2010 to May 31, 2011. Id., at Specifications, § 2.0. No charges for attachment facilities or network or local upgrades are associated with the Old Trail Interim ISA. Id., at Specifications § 4.1 and § 4.3.

The Old Trail Interim ISA is necessary to accommodate the Interconnection Customer's request for capacity interconnection rights for the Old Trail generating facility. The Old Trail generating facility is already interconnected and integrated with the PJM transmission system pursuant to an existing interconnection agreement between Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C.⁹ As indicated above, the Old Trail Interim ISA, with a proposed effective date of December 29, 2010, does not completely conform to the Interim ISA Form. Specifically, Section 1.0 of the Old Trail Interim ISA contains non-conforming language

⁸ The Old Trail Interim ISA, designated as Original Service Agreement No. 2396, supersedes an earlier interim interconnection service agreement among PJM, Old Trail Wind Farm and Commonwealth Edison Company designated as Original Service Agreement No. 2095. The Notice of Cancellation is detailed below.

⁹ See Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004, designated as Original Service Agreement No. 732.

The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 5

to indicate that the Interim ISA does not supersede the existing interconnection agreement, with the proviso that if there are any conflicts between the terms of the existing interconnection agreement and the Old Trail Interim ISA, the terms of the Old Trail Interim ISA will govern. The existing interconnection agreement is not being superseded by the Old Trail Interim ISA because the sole purpose of the Old Trail Interim ISA is to provide capacity interconnection rights for the Old Trail generating facility for an interim period of time.

C. Zion Energy Interim ISA

The Zion Energy Interim ISA, designated as Original Service Agreement No. 2397, is interconnected to the PJM transmission system of a 780 MW generating facility located in Zion Energy, Illinois. See Zion Energy Interim ISA, Specifications, § 1.0.¹⁰ Pursuant to the Zion Energy Interim ISA, the Interconnection Customer shall have capacity interconnection rights in the amount of 165 MW associated with the interconnection for the period of time from December 29, 2010 to May 31, 2011. Id., at Specifications, § 2.0. No charges for attachment facilities or network or local upgrades are associated with the Zion Energy Interim ISA. Id., at Specifications § 4.1 and § 4.3.

The Zion Energy Interim ISA is necessary to accommodate the Interconnection Customer's request for capacity interconnection rights for the Zion Energy generating facility. The Zion Energy generating facility is one of three units that are already

¹⁰ The Zion Interim ISA, designated as Original Service Agreement No. 2397 supersedes an earlier Interim interconnection service agreement among PJM, Zion Energy L.L.C. and Commonwealth Edison Company designated as Original Service Agreement No. 2098. The Notice of Cancellation is detailed below.

The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 6

interconnected and integrated with the PJM transmission system pursuant to an existing interconnection agreement between the Interconnected Transmission Owner and Zion Energy Center.¹¹ As indicated above, the Zion Energy Interim ISA, with a proposed effective date of December 29, 2010, contains non-conforming language to indicate that the Zion Energy Interim ISA does not supersede the existing interconnection agreement, with the proviso that if there are any conflicts between the terms of the existing interconnection agreement and the Zion Energy Interim ISA, the terms of the Zion Energy Interim ISA will govern. The existing interconnection agreement is not being superseded by the Zion Energy Interim ISA because the sole purpose of the Zion Energy Interim ISA is to provide capacity interconnection rights for the Zion Energy generating facility for an interim period of time. The other units that are the subject of the existing interconnection agreement are not affected by the execution of this Zion Energy Interim ISA.

II. Non-Standard Terms and Conditions

As mentioned above, the Interim ISAs contain non-standard terms and conditions in Section 1.0.¹² The non-standard language is reasonable as (i) it accommodates the interim nature of these agreements and (ii) will not adversely impact the reliability of the system. There are no additional non-standard provisions in these three Interim ISAs. Accordingly, the remainder of these Interim ISAs is conforming.

¹¹ See Commonwealth Edison Company and Zion Energy Center, L.L.C., FERC Docket No. ER01-2985-002, effective September 1, 2001, designated as Substitute Original Service Agreement No. 565.

¹² The non-standard changes in the High Trail Interim ISA, Old Trail Interim ISA and Zion Interim ISA are shown in redlined format in Attachments B, D, and F, respectively, to this transmittal letter.

The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 7

III. Notice of Cancellation

A. High Trail Interim ISA

The High Trail Interim ISA designated as Original Service Agreement No. 2395, supersedes an earlier interim interconnection service agreement among PJM, High Trail Wind Farm and Commonwealth Edison Company designated as Original Service Agreement No. 2097. Therefore, PJM files a notice of cancellation in the form indicated by the Commission's regulations in 18 C.F.R. §§ 35.15 and 131.53 for Original Service Agreement No. 2097. In accordance with Order No. 614,¹³ PJM also includes a sheet designated as First Revised Service Agreement No. 2097, indicating the cancellation of Original Service Agreement No. 2097.

B. Old Trail Interim ISA

The Old Trail Interim ISA designated as Original Service Agreement No. 2396, supersedes an earlier interim interconnection service agreement among PJM, Old Trail Wind Farm and Commonwealth Edison Company designated as Original Service Agreement No. 2095. Therefore, PJM files a notice of cancellation in the form indicated by the Commission's regulations in 18 C.F.R. §§ 35.15 and 131.53 for Original Service Agreement No. 2095. In accordance with Order No. 614,¹⁴ PJM also includes a sheet designated as First Revised Service Agreement No. 2095, indicating the cancellation of Original Service Agreement No. 2095.

¹³ Designation of Electric Rate Schedule Sheets, Order No. 614 ("Order No. 614"), 1996-2000 FERC Stats. & Regs. Preambles ¶ 31,096 (2000).

¹⁴ Designation of Electric Rate Schedule Sheets, Order No. 614 ("Order No. 614"), 1996-2000 FERC Stats. & Regs. Preambles ¶ 31,096 (2000).

The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 8

C. Zion Energy Interim ISA

The Zion Energy Interim ISA designated as Original Service Agreement No. 2397, supersedes an earlier interim interconnection service agreement among PJM, Zion Energy L.L.C. and Commonwealth Edison Company designated as Original Service Agreement No. 2098. Therefore, PJM files a notice of cancellation in the form indicated by the Commission's regulations in 18 C.F.R. §§ 35.15 and 131.53 for Original Service Agreement No. 2098. In accordance with Order No. 614,¹⁵ PJM also includes a sheet designated as First Revised Service Agreement No. 2098, indicating the cancellation of Original Service Agreement No. 2098.

IV. Effective Date and Request for Waiver

PJM requests a waiver of the Commission's 60-day prior notice requirement to allow an effective date of December 29, 2010 for the three Interim ISAs. See Section 4.0 of the High Trail, Old Trail and Zion Energy Interim ISAs. Waiver is appropriate because the documents are being filed within thirty (30) days of their requested effective dates.¹⁶

V. Documents Enclosed

PJM encloses six copies of the following:

1. Transmittal letter;
2. Attachment A: High Trail Interim ISA, Original Service Agreement No. 2395;

¹⁵ Designation of Electric Rate Schedule Sheets, Order No. 614 ("Order No. 614"), 1996-2000 FERC Stats. & Regs. Preambles ¶ 31,096 (2000).

¹⁶ See Prior Notice and Filing Requirements Under Part II of the Federal Power Act, 64 FERC ¶ 61,139 at 61,983-84 (1993).

The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 9

3. Attachment B: Redlined pages of non-conforming language in the High Trail Interim ISA;
4. Attachment C: Old Trail Interim ISA, Original Service Agreement No. 2396;
5. Attachment D: Redlined pages of non-conforming language in the Old Trail Interim ISA;
6. Attachment E: Zion Energy Interim ISA, Original Service Agreement No. 2397;
7. Attachment F: Redlined pages of non-conforming language in the Zion Energy Interim ISA;
8. Attachment G: Notice of Cancellation of Original Service Agreement No. 2097;
9. Attachment H: Notice of Cancellation of Original Service Agreement No. 2095; and
10. Attachment I: Notice of Cancellation of Original Service Agreement No. 2098.

VI. Correspondence and Communications

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:

Craig Glazer
Vice President – Government Policy
PJM Interconnection, L.L.C.
1200 G Street, NW
Suite 600
Washington, D.C. 20005
(202) 423-4743 (phone)
(202) 393-7741 (fax)
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The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 10

VII. Service

PJM has served a copy of this filing on the Interconnection Customer, Dominion Virginia Power and the relevant state regulatory commission within the PJM region.

Respectfully submitted,

BY: 

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On behalf of
PJM Interconnection, L.L.C.

The Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2010
Page 11

cc: Commonwealth Edison Company
Exelon Energy Delivery
Two Lincoln Centre, 9th Floor
Oakbrook Terrace, IL 60181-4260
Attention: Tom Kay, Manager – Technical Studies

Old Trail Wind Farm, L.L.C.
808 Travis Street
Suite 700
Houston, TX 77002
Attention: Leslie Freiman – General Counsel

High Trail Wind Farm, L.L.C.
808 Travis Street
Suite 700
Houston, TX 77002
Attention: Leslie Freiman – General Counsel

Zion Energy, L.L.C.
717 Texas Avenue
Suite 1000
Houston, TX 77002
Attention: Matthew McGowan

Illinois Commerce Commission
160 North LaSalle Street
Suite C-800
Chicago, IL 60601

ATTACHMENT A

High Trail Interim ISA Original Service Agreement No. 2395

INTERIM INTERCONNECTION SERVICE AGREEMENT

By and Among
PJM Interconnection, L.L.C.
and
High Trail Wind Farm, L.L.C.
and
Commonwealth Edison Company
(PJM Queue Position #S27)

- 1.0 This Interim Interconnection Service Agreement ("Interim ISA"), including the Specifications attached hereto and incorporated herein, is entered into by and among PJM Interconnection, L.L.C. ("Transmission Provider" or "PJM"), High Trail Wind Farm, L.L.C. ("Interconnection Customer" or "High Trail"), and Commonwealth Edison Company ("Interconnected Transmission Owner" or "ComEd". This Interim ISA supersedes the Interim ISA, with an effective date of December 31, 2008, Original Service Agreement Number 2097, filed with and accepted by the Federal Energy Regulatory Commission in FERC Docket Number ER09-593-000. The parties to this Interim ISA acknowledge that the Interconnection Agreement designated as Original Service Agreement No. 731, between Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004 ("Interconnection Agreement"), shall continue to be in full force and effect until that agreement is superseded by the subsequent execution of an Interconnection Service Agreement between High Trail, PJM and ComEd, or their successors, for the Twin Groves 1 Customer Facility and that Interconnection Service Agreement becomes effective. In the event of any inconsistency or conflict between the Interconnection Agreement and this Interim ISA, the terms and conditions of this Interim ISA shall govern.
- 2.0 Attached are Specifications for the Customer Facility that Interconnection Customer proposes to interconnect to the Transmission Provider's Transmission System. Interconnection Customer represents and warrants that, upon completion of their construction, it will own or control the facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer will not own the facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such facilities to enter into this Interim ISA and to represent such control.
- 3.0 In order to advance the completion of its interconnection under the PJM Open Access Transmission Tariff ("Tariff"), Interconnection Customer has requested an Interim ISA and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this Interim ISA.
- 4.0 (a) In accord with Section 211 of the Tariff, Interconnection Customer, on or before the effective date of this Interim ISA, shall provide Transmission Provider (for the benefit of the Interconnected Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to Transmission

Provider in the amount of \$ 0, which amount equals the estimated costs, determined in accordance with Section 217 of the Tariff, of acquiring, designing, constructing and/or installing the facilities described in section 3.0 of the attached Specifications. Should Interconnection Customer fail to provide such security in the amount or form required, this Interim ISA shall be terminated. Interconnection Customer acknowledges (1) that it will be responsible for the actual costs of the facilities described in the Specifications, whether greater or lesser than the amount of the payment security provided under this section, and (2) that the payment security under this section does not include any additional amounts that it will owe in the event that it executes a final Interconnection Service Agreement, as described in section 7.0(a) below.

(b) Interconnection Customer acknowledges (1) that the purpose of this Interim ISA is to expedite, at Interconnection Customer's request, the acquisition, design, construction and/or installation of certain materials and equipment, as described in the Specifications, necessary to interconnect its proposed facilities with Transmission Provider's Transmission System; and (2) that Transmission Provider's Interconnection Studies related to such facilities have not been completed, but that the completed feasibility study, dated September 28, 2007, that included Interconnection Customer's project sufficiently demonstrated, in Interconnection Customer's sole opinion, the necessity of facilities additions to the Transmission System to accommodate Interconnection Customer's project to warrant, in Interconnection Customer's sole judgment, its request that the Interconnected Transmission Owner acquire, design, construct and/or install the equipment indicated in the Specifications for use in interconnecting Interconnection Customer's project with the Transmission System.

5.0 This Interim ISA shall be effective on the date it is executed by all Interconnection Parties and shall terminate upon the execution and delivery by Interconnection Customer and Transmission Provider of the final Interconnection Service Agreement described in section 7.0(a) below, or on such other date as mutually agreed upon by the parties, unless earlier terminated in accordance with the Tariff.

6.0 In addition to the milestones stated in Section 212.5 of the Tariff, during the term of this Interim ISA, Interconnection Customer shall ensure that its generation project meets each of the following development milestones:

NOT APPLICABLE FOR THIS INTERIM ISA

7.0 (a) Transmission Provider and the Interconnected Transmission Owner agree to provide for the acquisition, design, construction and/or installation of the facilities identified, and to the extent described, in Section 3.0 of the Specifications in accordance with Part IV of the Tariff, as amended from time to time, and this Interim ISA. Except to the extent for which the Specifications provide for interim interconnection rights for the Interconnection Customer, the parties agree that (1) this Interim ISA shall not provide for or authorize Interconnection Service for the Interconnection Customer,

and (2) Interconnection Service will commence only after Interconnection Customer has entered into a final Interconnection Service Agreement with Transmission Provider and the Interconnection Transmission Owner (or, alternatively, has exercised its right to initiate dispute resolution or to have the final Interconnection Service Agreement filed with the FERC unexecuted) after completion of the Facilities Study related to Interconnection Customer's Interconnection Request and otherwise in accordance with the Tariff. The final Interconnection Service Agreement may further provide for construction of, and payment for, transmission facilities additional to those identified in the attached Specifications. Should Interconnection Customer fail to enter into such final Interconnection Service Agreement (or, alternatively, to initiate dispute resolution or request that the agreement be filed with the FERC unexecuted) within the time prescribed by the Tariff, Transmission Provider shall have the right, upon providing written notice to Interconnection Customer, to terminate this Interim ISA.

- (b) In the event that Interconnection Customer decides not to interconnect its proposed facilities, as described in Section 1.0 of the Specifications to the Transmission System, it shall immediately give Transmission Provider written notice of its determination. Interconnection Customer shall be responsible for the Costs incurred pursuant to this Interim ISA by Transmission Provider and/or by the Interconnected Transmission Owner (1) on or before the date of such notice, and (2) after the date of such notice, if the costs could not reasonably be avoided despite, or were incurred by reason of, Interconnection Customer's determination not to interconnect. Interconnection Customer's liability under the preceding sentence shall include all Cancellation Costs in connection with the acquisition, design, construction and/or installation of the facilities described in section 3.0 of the Specifications. In the event the Interconnected Transmission Owner incurs Cancellation Costs, it shall provide the Transmission Provider, with a copy to the Interconnection Customer, with a written demand for payment and with reasonable documentation of such Cancellation Costs. Within 60 days after the date of Interconnection Customer's notice, Transmission Provider shall provide an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (i) Interconnection Customer's cost responsibility under this Interim ISA and the Tariff for Costs, including Cancellation Costs, of the facilities described in section 3.0 of the Specifications and (ii) Interconnection Customer's previous payments under this Interim ISA. Notwithstanding the foregoing, however, Transmission Provider shall not be obligated to make any payment that the preceding sentence requires it to make unless and until the Interconnected Transmission Owner has returned to it the portion of Interconnection Customer's previous payments that Transmission Provider must pay under that sentence. This Interim ISA shall be deemed to be terminated upon completion of all payments required under this paragraph (b).
- (c) Disposition of the facilities related to this Interim ISA after receipt of Interconnection Customer's notice of its determination not to interconnect shall be decided in accordance with Section 211.1 of the Tariff.

- 8.0 Interconnection Customer agrees to abide by all rules and procedures pertaining to generation in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation set forth in the Operating Agreement and the PJM Manuals.
- 9.0 In analyzing and preparing the Facilities Study or the System Impact Study if no Facilities Study is required, and in designing and constructing the Attachment Facilities, Local Upgrades and/or Network Upgrades described in the Specifications attached to this Interim ISA, Transmission Provider, the Interconnected Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE INTERCONNECTED TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR INTERCONNECTED TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF NO FACILITIES STUDY IS REQUIRED OR OF THE ATTACHMENT FACILITIES, LOCAL UPGRADES AND/OR NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the transmission facilities described in Section 3.0 of the Specifications will be designed, constructed and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 10.0 Within 120 days after the Interconnected Transmission Owner completes acquisition, design, construction and/or installation of the facilities described in Section 3.0 of the Specifications, Transmission Provider shall provide Interconnection Customer with an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (a) Interconnection Customer's responsibility under this Interim ISA and the Tariff for the actual cost of such equipment, and (b) Interconnection Customer's previous aggregate payments to Transmission Provider and the Interconnected Transmission Owner hereunder. Notwithstanding the foregoing, however, Transmission Provider shall not be obligated to make any payment that the preceding sentence requires it to make unless and until the Interconnected Transmission Owner has returned to it the portion of Interconnection Customer's previous payments that Transmission Provider must pay under that sentence.
- 11.0 No third party beneficiary rights are created under this Interim ISA, provided, however, that payment obligations imposed on Interconnection Customer hereunder are agreed and acknowledged to be for the benefit of the Interconnected Transmission Owner actually

performing the services associated with the interconnection of the generating facilities and any associated upgrades of other facilities.

- 12.0 No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Interim ISA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 13.0 This Interim ISA or any part thereof, may not be amended, modified, assigned, or waived other than by a writing signed by all parties hereto.
- 14.0 This Interim ISA shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 15.0 This Interim ISA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 16.0 Any notice or request made to or by either Party regarding this Interim ISA shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Interconnection Customer

High Trail Wind Farm, L.L.C.
808 Travis Street
Suite 700
Houston, TX 77002
Attn: Leslie Freiman – General Counsel

Interconnected Transmission Owner

Commonwealth Edison Company
Exelon Energy Delivery
Two Lincoln Centre, 9th Floor
Oakbrook Terrace, IL 60181-4260
Attn: Tom Kay, Manager – Technical Studies - ComEd

- 17.0 All portions of the Tariff and the Operating Agreement pertinent to the subject of this Interim ISA are incorporated herein and made a part hereof.
- 18.0 This Interim ISA is entered into pursuant to Part IV of the Tariff.

- 19.0 Neither party shall be liable for consequential, incidental, special, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise with respect to any claim, controversy or dispute arising under this Interim ISA.
- 20.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 20.1, Schedule A to this Interim ISA shall set forth the Interconnection Customer's agreement to conform with the IRS safe harbor provisions for non-taxable status.

20.1 Tax Liability

20.1.1 Safe Harbor Provisions: This Section 20.1.1 is applicable only to Generation Interconnection Customers. Provided that Interconnection Customer agrees to conform to all requirements of the Internal Revenue Service ("IRS") (e.g., the "safe harbor" provisions of IRS Notices 2001-82 and 88-129) that would confer nontaxable status on some or all of the transfer of property, including money, by Interconnection Customer to the Interconnected Transmission Owner for payment of the Costs of construction of the Transmission Owner Interconnection Facilities, the Interconnected Transmission Owner, based on such agreement and on current law, shall treat such transfer of property to it as nontaxable income and, except as provided in Section 20.1.2 below, shall not include income taxes in the Costs of Transmission Owner Interconnection Facilities that are payable by Interconnection Customer under the Interim Interconnection Service Agreement, the Interconnection Service Agreement or the Interconnection Construction Service Agreement. Interconnection Customer shall document its agreement to conform to IRS requirements for such non-taxable status in the Interconnection Service Agreement, the Interconnection Construction Service Agreement, and/or the Interim Interconnection Service Agreement.

20.1.2 Tax Indemnity: Interconnection Customer shall indemnify the Interconnected Transmission Owner for any costs that Interconnected Transmission Owner incurs in the event that the IRS and/or a state department of revenue (State) determines that the property, including money, transferred by Interconnection Customer to the Interconnected Transmission Owner with respect to the construction of the Transmission Owner Interconnection Facilities and/or any Merchant Network Upgrades is taxable income to the Interconnected Transmission Owner. Interconnection Customer shall pay to the Interconnected Transmission Owner, on demand, the amount of any income taxes that the IRS or a State assesses to the Interconnected Transmission Owner in connection with such transfer of property and/or money, plus any applicable interest and/or penalty charged to the Interconnected Transmission Owner. In the event that the Interconnected Transmission Owner chooses to contest such

assessment, either at the request of Interconnection Customer or on its own behalf, and prevails in reducing or eliminating the tax, interest and/or penalty assessed against it, the Interconnected Transmission Owner shall refund to Interconnection Customer the excess of its demand payment made to the Interconnected Transmission Owner over the amount of the tax, interest and penalty for which the Interconnected Transmission Owner is finally determined to be liable. Interconnection Customer's tax indemnification obligation under this section shall survive any termination of the Interim Interconnection Service Agreement or Interconnection Construction Service Agreement.

20.1.3 Taxes Other Than Income Taxes: Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, the Interconnected Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against the Interconnected Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this Interim Interconnection Service Agreement or Part VI of the Tariff. Interconnection Customer shall pay to the Interconnected Transmission Owner on a periodic basis, as invoiced by the Interconnected Transmission Owner, the Interconnected Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and the Interconnected Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to the Interconnected Transmission Owner for such contested taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by the Interconnected Transmission Owner.

20.1.4 Income Tax Gross-Up

20.1.4.1 Additional Security: In the event that Interconnection Customer does not provide the safe harbor documentation required under Section 20.1.4.1 prior to execution of this Interim Interconnection Service Agreement, within 15 days after such execution, Transmission Provider shall notify Interconnection Customer in writing of the amount of additional Security that Interconnection Customer must provide. The amount of Security that a Transmission Interconnection Customer must provide initially pursuant to this Interim Interconnection Service Agreement shall include any amounts described as additional Security under this Section 20.1.4 regarding income tax gross-up.

20.1.4.2 Amount: The required additional Security shall be in an amount equal to the amount necessary to gross up fully for currently applicable federal and state income taxes the estimated Costs of Local Upgrades and Network Upgrades for which Interconnection Customer previously provided Security. Accordingly, the additional Security shall equal the amount necessary to increase the total Security provided to the amount that would be sufficient to permit the Interconnected Transmission Owner to receive and retain, after the payment of all applicable income taxes ("Current Taxes") and taking into account the present value of future tax deductions for depreciation that would be available as a result of the anticipated payments or property transfers (the "Present Value Depreciation Amount"), an amount equal to the estimated Costs of Local Upgrades and Network Upgrades for which Interconnection Customer is responsible under the Interconnection Service Agreement. For this purpose, Current Taxes shall be computed based on the composite federal and state income tax rates applicable to the Interconnected Transmission Owner at the time the additional Security is received, determined using the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting the Interconnected Transmission Owner's anticipated tax depreciation deductions associated with such payments or property transfers by its current weighted average cost of capital.

20.1.4.3 Time for Payment: Interconnection Customer must provide the additional Security, in a form and with terms as required by Sections 212.4 of the Tariff, within 15 days after its receipt of Transmission Provider's notice under this section. The requirement for additional Security under this section shall be treated as a milestone included in the Interconnection Service Agreement pursuant to Section 212.5 of the Tariff.

20.1.5 Tax Status: Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Interim Interconnection Service Agreement or the Tariff is intended to adversely affect any Interconnected Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

21.0 Addendum of Interconnection Requirement for a Wind Generation Facility. To the extent required, Schedule B to this Interim ISA sets forth interconnection requirements for a wind generation facility and is hereby incorporated by reference and made a part of this Interim ISA.

- 22.0 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Transmission Providers, Interconnected Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems are to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.**

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Interim ISA to be executed by their respective authorized officials.

(PJM Queue Position #S27)

Transmission Provider: PJM Interconnection, L.L.C.

By:  Steven R. Herling 12/29/09
Name Title Date
Vice President, Planning

Printed name of signer: _____

Interconnection Customer: High Trail Wind Farm, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Commonwealth Edison Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Interim ISA to be executed by their respective authorized officials.

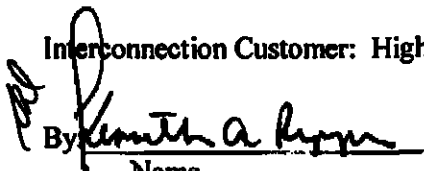
(PJM Queue Position #S27)

Transmission Provider: PJM Interconnection, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: High Trail Wind Farm, L.L.C.

By:  _____
Name Title Date
Kenneth Ripper
Chief Technical Officer 12-23-09

Printed name of signer: _____

Interconnected Transmission Owner: Commonwealth Edison Company

By: _____
Name Title Date

Printed name of signer: _____

**SPECIFICATIONS FOR
INTERIM INTERCONNECTION SERVICE AGREEMENT**

**By and Among
PJM INTERCONNECTION, L.L.C.
And
High Trail Wind Farm, L.L.C.
And
Commonwealth Edison Company**

(PJM Queue Position #S27)

1.0 Description of Customer Facility to be interconnected with the Transmission System in the PJM Region:

a. Name of Customer Facility:

Twin Groves I

b. Location of Customer Facility:

**13682 N 2900 East Road
Ellesworth, McLean County, Illinois 61737**

c. Size in megawatts of Customer Facility:

For Generation Interconnection Customer:

Maximum Facility Output of 198MW

2.0 Interconnection Rights: Interconnection Customer shall obtain Capacity Interconnection Rights in accordance with Subpart C of Part VI of the Tariff at the location specified in section 1.0b upon its execution of the final Interconnection Service Agreement described in section 7.0(a) of this Interim ISA., provided, however, that pending execution of the final Interconnection Service Agreement, Interconnection Customer shall be entitled to the following interim rights:

Pursuant to and subject to the applicable terms of the Tariff, Interconnection Customer shall have Capacity Interconnection Rights as a Capacity Resource at the Point of Interconnection specified in this Interim ISA in the amount of 39.6 MW, for the time period of the effective date of this Interim ISA to May 31, 2011. To the extent that the Customer Facility described in section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such Customer Facility shall be an Energy Resource. Pursuant to this Interim ISA, the Customer Facility will be permitted to inject 0 MW (nominal) into

the system. PJM reserves the right to limit injections to this quantity in the event reliability would be affected by output greater than such quantity.

3.0.A Facilities to be acquired, designed, constructed and/or installed by the Interconnected Transmission Owner under this Interim ISA:

None

3.0.B Facilities to be acquired, designed, constructed and/or installed by the Interconnection Customer under this Interim ISA:

None

4.0 Interconnection Customer shall be subject to the charges detailed below:

4.1 Attachment Facilities Charge: \$0

4.2 Local Upgrades Charge: \$0

4.3 Network Upgrades Charge: \$0

4.4 Cost Breakdown:

\$0	Direct Labor
\$0	Direct Material
\$0	Indirect Labor
\$0	Indirect Material
\$0	Total

SCHEDULES:

SCHEDULE A – INTERCONNECTION CUSTOMER’S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS

SCHEDULE B - INTERCONNECTION REQUIREMENTS FOR A WIND GENERATION FACILITY

SCHEDULE A

**INTERCONNECTION CUSTOMER'S AGREEMENT TO CONFORM WITH
IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**

Not Required.

SCHEDULE B
INTERCONNECTION REQUIREMENTS FOR A
WIND GENERATION FACILITY

Schedule B sets forth requirements and provisions specific to the interconnection of a wind generation facility that is greater than 20 MW. All other requirements pertaining to the interconnection of generation facilities above 20 MW set forth in Part IV of the Tariff continue to apply to wind generation facility interconnections.

A. Technical Standards Applicable to a Wind Generation Facility

i. Low Voltage Ride-Through (LVRT) Capability

A wind generation facility shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The Schedule B LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generation facilities subject to Commission Order No. 661 that have either: (i) Interconnection Service Agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generation turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generation facilities are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generation facility substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generation facility shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generation facility step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or “GSU”), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generation facility may disconnect from the transmission system.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

3. Wind generation facilities may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generation facilities may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator, etc.) within the wind generation facility or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the initial effective date of the Schedule B LVRT standard are exempt from meeting the Schedule B LVRT standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Schedule B LVRT standard.

Post-transition Period LVRT Standard

All wind generation facilities subject to Commission Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generation facilities are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generation facility substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generation facility shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generation facility may disconnect from the transmission system. A wind generation facility shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.
3. Wind generation facilities may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generation facilities may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator) within the wind generation facility or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the initial effective date of the Schedule B LVRT standard are exempt from meeting the Schedule B LVRT Standard for the remaining life of the

existing generation equipment. Existing individual generator units that are replaced are required to meet the Schedule B LVRT Standard.

ii. **Power Factor Design Criteria (Reactive Power)**

The power factor requirements for wind generation facilities set forth in section 4.7.1 of Appendix 2 to Attachment O of the Tariff can be met by using, for example, power electronic devices designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Transmission Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind generation facility is in operation. Wind generation facilities shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

iii. **Supervisory Control and Data Acquisition (SCADA) Capability**

The wind generation facility shall provide SCADA capability to transmit data and receive instructions from the Transmission Provider to protect system reliability. The Transmission Provider and the wind generation facility Interconnection Customer shall determine what SCADA information is essential for the proposed wind generation facility, taking into account the size of the facility and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

ATTACHMENT B

Redlined Pages

High Trail Interim ISA

Original Service Agreement No. 2395

INTERIM INTERCONNECTION SERVICE AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
and
High Trail Wind Farm, L.L.C.
and
Commonwealth Edison Company
(PJM Queue Position #S27)**

- 1.0 This Interim Interconnection Service Agreement ("Interim ISA"), including the Specifications attached hereto and incorporated herein, is entered into by and among PJM Interconnection, L.L.C. ("Transmission Provider" or "PJM"), High Trail Wind Farm, L.L.C. ("Interconnection Customer" or "High Trail"), and Commonwealth Edison Company ("Interconnected Transmission Owner" or "ComEd". This Interim ISA supersedes the Interim ISA, with an effective date of December 31, 2008, Original Service Agreement Number 2097, filed with and accepted by the Federal Energy Regulatory Commission in FERC Docket Number ER09-593-000. The parties to this Interim ISA acknowledge that the Interconnection Agreement designated as Original Service Agreement No. 731, between Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004 ("Interconnection Agreement"), shall continue to be in full force and effect until that agreement is superseded by the subsequent execution of an Interconnection Service Agreement between High Trail, PJM and ComEd, or their successors, for the Twin Groves I Customer Facility and that Interconnection Service Agreement becomes effective. In the event of any inconsistency or conflict between the Interconnection Agreement and this Interim ISA, the terms and conditions of this Interim ISA shall govern.
- 2.0 Attached are Specifications for the Customer Facility that Interconnection Customer proposes to interconnect to the Transmission Provider's Transmission System. Interconnection Customer represents and warrants that, upon completion of their construction, it will own or control the facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer will not own the facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such facilities to enter into this Interim ISA and to represent such control.
- 3.0 In order to advance the completion of its interconnection under the PJM Open Access Transmission Tariff ("Tariff"), Interconnection Customer has requested an Interim ISA and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this Interim ISA.
- 4.0 (a) In accord with Section 211 of the Tariff, Interconnection Customer, on or before the effective date of this Interim ISA, shall provide Transmission Provider (for the benefit of the Interconnected Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to Transmission



ORIGINAL

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Valley Forge Corporate Center
Norristown, PA 19403-2497

Pauline Foley
Senior Counsel
610.666.8248 / Fax: 610-666-8211
foleyp@pjm.com

January 28, 2009

VIA FEDERAL EXPRESS OVERNIGHT

Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426

Re: PJM Interconnection, L.L.C., Docket Nos. ER09-1-000,

5913

RECEIVED
SECRETARY OF THE
COMMISSION
2009 JAN 29 P 2:49
FEDERAL ENERGY
REGULATORY COMMISSION

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,¹ part 35 of the rules and regulations of the Federal Energy Regulatory Commission ("Commission" or "FERC"),² and Part VI of the PJM Interconnection, L.L.C. ("PJM") Open Access Transmission Tariff ("PJM Tariff"), PJM submits six (6) copies for filing of four (4) executed interim interconnection service agreements ("Interim ISAs") entered into among PJM, Commonwealth Edison Company ("Interconnected Transmission Owner") and the four separate owners as the Interconnection Customers: PPL University Park, LLC

¹ 16 U.S.C. § 824d (2000).

² 18 C.F.R., part 35 (2008).

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 2

("University Park North Energy Center"),³ High Trail Wind Farm, L.L.C. ("Twin Grove I"),⁴ Old Trail Wind Farm, L.L.C. ("Twin Grove II"),⁵ Zion Energy L.L.C. ("Zion Energy Center")⁶

PJM is submitting the four Interim ISAs for filing because they contain similar non-standard terms and conditions to the form of Interim ISA in Attachment O of the PJM Tariff ("Interim ISA Form"). The non-standard terms and conditions are needed to accommodate the unique circumstances of the interim interconnection. The non-standard language in the four Interim ISAs is described below in more detail and is set forth in redline format in Attachments B, D, F, and H, respectively, to this transmittal letter.

I. Description of the Individual Interim ISAs

A. University Park Interim ISA

The University Park Interim ISA, designated as Original Service Agreement No. 2096, and filed herein, facilitates the interconnection to the PJM transmission system of an additional 54 MW increase over Interconnection Customer's

³ Interim Interconnection Service Agreement among PJM Interconnection, L.L.C., PPL University Park, LLC and Commonwealth Edison Company ("University Park Interim ISA"). A copy of the University Park Interim ISA is included in Attachment A to this transmittal letter.

⁴ Interim Interconnection Service Agreement among PJM Interconnection, L.L.C., High Trail Wind Farm, L.L.C. and Commonwealth Edison Company ("High Trail Interim ISA"). A copy of the High Trail Interim ISA is included in Attachment C to this transmittal letter.

⁵ Interim Interconnection Service Agreement among PJM Interconnection, L.L.C. Old Trail Wind Farm, L.L.C. and Commonwealth Edison Company ("Old Trail Interim ISA"). A copy of the Old Trail Interim ISA is included in Attachment E to this transmittal letter.

Honorable Kimberly D. Bose
 Re: PJM Interconnection, L.L.C.
 January 28, 2009
 Page 3

previous interconnection resulting in a maximum facility output of 504 MW to the existing generating facility located in University Park, Illinois. See University Park Interim ISA, Specifications, § 1.0.⁷ Pursuant to the University Park Interim ISA, the Interconnection Customer shall have Capacity Interconnection Rights in the amount of 54 MW of associated with the interconnection for the period from the effective date of the University Park Interim ISA to May 31, 2010. Id., at Specifications, § 2.0. No charges for attachment facilities or network or local upgrades are associated with the University Park Interim ISA. Id., at Specifications § 4.1 and § 4.3.

The University Park Interim ISA is necessary to accommodate the Interconnection Customer's request for capacity interconnection rights for the University Park North Energy Center generating facility. The University Park North Energy Center generating facility is already interconnected and integrated with the PJM transmission system pursuant to an existing interconnection agreement between Commonwealth

⁶ Interim Interconnection Service Agreement among PJM Interconnection, L.L.C. Zion Energy L.L.C. and Commonwealth Edison Company ("Zion Energy Interim ISA"). A copy of the Zion Energy Interim ISA is included in Attachment G to this transmittal letter.

⁷ The University Park Interim ISA supersedes an Interim ISA among PJM, PPL University Park, LLC and Commonwealth Edison Company that was a conforming agreement (Original Service Agreement No. 1722, and thus, was not individually submitted for filing, but rather reported in PJM's electronic quarterly report ("EQR"). Consistent with Order No. 2001, a notice of cancellation is not being filed for the Interim ISA, but the cancellation will be reported in PJM's EQR. See Revised Public Utility Filing Requirements, Order No. 2001, 2001-2005 FEC Stats. & Regs., Regs. Preambles ¶ 31,127, at P 249, reh'g denied, Order No. 2001-A, 100 FERC ¶ 61,074, reconsideration and clarification denied, Order No. 2001-B, 100 FERC ¶ 61,342, enforcing, Order No. 2001-C, 101 FERC ¶ 61,314 (2002), enforcing Order No. 2001-D, 102 FERC ¶ 61,334, order on clarification, Order No. 2001-E, 105 FERC ¶ 61,352 (2003), clarification order, Order No. 2001-F, 106 FERC ¶ 61,060 (2004), Revised Public Utility Filing Requirements for Electric Quarterly Reports, Order No. 2001-G, 120 FERC ¶ 61,270, order on reh'g and clarification, Order No. 2001-H, 21 FERC ¶ 61,289 (2007).

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 4

Edison Company and University Park Energy, LLC.⁸ As indicated above, the University Park Interim ISA, with a proposed effective date of December 31, 2008, does not completely conform to the Interim ISA Form. Specifically, Section 1.0 of the interim ISA contains non-conforming language to indicate that the Interim ISA does not supersede the existing interconnection agreement, with the proviso that if there are any conflicts between the terms of the existing interconnection agreement and the University Park Interim ISA, the terms of the University Park Interim ISA will govern. The existing interconnection agreement is not being superseded by the University Park Interim ISA because the sole purpose of the University Park Interim ISA is to provide capacity interconnection rights for the University Park North Energy Center generating facility for an interim period of time.

B. High Trail Interim ISA

The High Trail Interim ISA, designated as Original Service Agreement No. 2097, is interconnected to the PJM transmission system with a maximum facility output of 198 MW and is located in Ellesworth, Illinois. See High Trail Interim ISA, Specifications, § 1.0.⁹ Pursuant to the High Trail Interim ISA, the Interconnection Customer shall have capacity interconnection rights in the amount of 39.6 MW associated with the interconnection for the period from the time period from December 31, 2008 to May 31,

⁸ See Commonwealth Edison Company and University, FERC Docket No. ER04-393-000, effective March 12, 2004, designated as Original Service Agreement No. 731.

⁹ The High Trail Interim ISA, designated as Original Service Agreement No. 2097, supersedes an earlier Interim interconnection service agreement among PJM, High Trail Wind Farm and Commonwealth Edison Company designated as Original Service Agreement No. 1834. The Notice of Cancellation is detailed below.

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 5

2010. Id., at Specifications, § 2.0. No charges for attachment facilities or network or local upgrades are associated with the High Trail Interim ISA. Id., at Specifications § 4.1 and § 4.3.

The High Trail Interim ISA is necessary to accommodate the Interconnection Customer's request for capacity interconnection rights for the Twin Groves I generating facility. The Twin Groves I generating facility is already interconnected and integrated with the PJM transmission system pursuant to an existing interconnection agreement between Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C.¹⁰ As indicated above, the High Trail Interim ISA, with a proposed effective date of December 31, 2008, does not completely conform to the Interim ISA Form. Specifically, Section 1.0 of the interim ISA contains non-conforming language to indicate that the Interim ISA does not supersede the existing interconnection agreement, with the proviso that if there are any conflicts between the terms of the existing interconnection agreement and the High Trail Interim ISA, the terms of the High Trail Interim ISA will govern. The existing interconnection agreement is not being superseded by the High Trail Interim ISA because the sole purpose of the High Trail Interim ISA is to provide capacity interconnection rights for the Twin Groves I generating facility for an interim period of time.

¹⁰ See Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004, designated as Original Service Agreement No. 731.

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 6

C. Old Trail Interim ISA

The Old Trail Interim ISA, designated as Original Service Agreement No. 2095, is interconnection to the PJM transmission system with a maximum facility output of 198 MW and is located in Ellesworth, Illinois. See Old Trail Interim ISA, Specifications, § 1.0.¹¹ Pursuant to the Old Trail Interim ISA, the Interconnection Customer shall have Capacity Interconnection Rights in the amount of 39.6 MW associated with the interconnection for the period from the time period from December 31, 2008 to May 31, 2010. Id., at Specifications, § 2.0. No charges for attachment facilities or network or local upgrades are associated with the Twin Grove II Interim ISA. Id., at Specifications § 4.1 and § 4.3.

The Old Trail Interim ISA is necessary to accommodate the Interconnection Customer's request for capacity interconnection rights for the Twin Groves II generating facility. Twin Groves II generating facility is already interconnected and integrated with the PJM transmission system pursuant to an existing interconnection agreement between Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C.¹² As indicated above, the Old Trail Interim ISA, with a proposed effective date of December 31, 2008, does not completely conform to the Interim ISA Form. Specifically, Section 1.0 of the interim ISA contains non-conforming language to

¹¹ The Old Trail Interim ISA, designated as Original Service Agreement No. 2095, supersedes an earlier interim interconnection service agreement among PJM, Old Trail Wind Farm and Commonwealth Edison Company designated as Original Service Agreement No. 1835. The Notice of Cancellation is detailed below.

¹² See Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004, designated as Original Service Agreement No. 732.

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 7

indicate that the Interim ISA does not supersede the existing interconnection agreement, with the proviso that if there are any conflicts between the terms of the existing interconnection agreement and the Old Trail Interim ISA, the terms of the Old Trail Interim ISA will govern. The existing interconnection agreement is not being superseded by the Old Trail Interim ISA because the sole purpose of the Old Trail Interim ISA is to provide capacity interconnection rights for the Twin Groves generating facility for an interim period of time.

D. Zion Energy Interim ISA

The Zion Energy Interim ISA, designated as Original Service Agreement No. 2098, facilitates the interconnection to the PJM transmission system of a 780 MW generating facility located in Zion, Illinois. See Zion Energy Interim ISA, Specifications, § 1.0.¹³ Pursuant to the Zion Energy Interim ISA, the Interconnection Customer shall have capacity interconnection rights in the amount of 165 MW associated with the interconnection for the period of time from December 30, 2008 to May 31, 2010. Id., at Specifications, § 2.0. No charges for attachment facilities or network or local upgrades are associated with the Zion Energy Interim ISA. Id., at Specifications § 4.1 and § 4.3.

The Zion Energy Interim ISA is necessary to accommodate the Interconnection Customer's request for capacity interconnection rights for the Zion Energy Center generating facility. The Zion Energy Center generating facility is one of three units that

¹³ The Zion Energy Interim ISA, designated as Original Service Agreement No. 2098 supersedes an earlier Interim interconnection service agreement among PJM, Zion Energy L.L.C. and Commonwealth Edison Company designated as Original Service Agreement No. 1836. The Notice of Cancellation is detailed below.

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 8

are already interconnected and integrated with the PJM transmission system pursuant to an existing interconnection agreement between the Interconnected Transmission Owner and Zion Energy Center.¹⁴ As indicated above, the Zion Energy Interim ISA, with a proposed effective date of December 30, 2008, contains non-conforming language to indicate that the Zion Energy Interim ISA does not supersede the existing interconnection agreement, with the proviso that if there are any conflicts between the terms of the existing interconnection agreement and the Zion Interim ISA, the terms of the Zion Interim ISA will govern. The existing interconnection agreement is not being superseded by the Zion Interim ISA because the sole purpose of the Zion Interim ISA is to provide capacity interconnection rights for the Zion Energy Center generating facility for an interim period of time. The other units that are the subject of the existing interconnection agreement are not affected by the execution of this Zion Energy Interim ISA.

II. Non-Standard Terms and Conditions

As mentioned above, the Interim ISAs contain non-standard terms and conditions in Section 1.0.¹⁵ The non-standard language is reasonable as (i) it accommodates the interim nature of these agreements and (ii) will not adversely impact

¹⁴ See Commonwealth Edison Company and Zion Energy Center, L.L.C., FERC Docket No. ER01-3985-002, effective September 1, 2001, designated as Substitute Original Service Agreement No. 565.

¹⁵ The non-standard changes in the University Park Interim ISA, High Trail Interim ISA, Old Trail Interim ISA and Zion Energy Interim ISA are shown in redlined format in Attachments B, D, F, and H, respectively to this transmittal letter.

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 9

the reliability of the system. There are no additional non-standard provisions in these four Interim ISAs. Accordingly, the remainder of these Interim ISAs is conforming.

III. Notice of Cancellation

A. High Trail Interim ISA

The High Trail Interim ISA designated as Original Service Agreement No. 2097, supersedes an earlier interim interconnection service agreement among PJM, High Trail Wind Farm and Commonwealth Edison Company designated as Original Service Agreement No. 1834. Therefore, PJM files a notice of cancellation in the form indicated by the Commission's regulations in 18 C.F.R. §§ 35.15 and 131.53 for Original Service Agreement No. 1834. In accordance with Order No. 614,¹⁶ PJM also includes a sheet designated as First Revised Service Agreement No. 1834, indicating the cancellation of Original Service Agreement No. 1834.

B. Old Trail Interim ISA

The Old Trail Interim ISA designated as Original Service Agreement No. 2095, supersedes an earlier interim interconnection service agreement among PJM, Old Trail Wind Farm and Commonwealth Edison Company designated as Original Service Agreement No. 1835. Therefore, PJM files a notice of cancellation in the form indicated by the Commission's regulations in 18 C.F.R. §§ 35.15 and 131.53 for Original Service Agreement No. 1835. In accordance with Order No. 614,¹⁷ PJM also includes a sheet

¹⁶ Designation of Electric Rate Schedule Sheets, Order No. 614 ("Order No. 614"), 1996-2000 FERC Stats. & Regs. Preambles ¶ 31,096 (2000).

¹⁷ Designation of Electric Rate Schedule Sheets, Order No. 614 ("Order No. 614"), 1996-2000 FERC Stats. & Regs. Preambles ¶ 31,096 (2000).

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 10

designated as First Revised Service Agreement No. 1835, indicating the cancellation of Original Service Agreement No. 1835.

C. Zion Energy Interim ISA

The Zion Energy Interim ISA designated as Original Service Agreement No. 2098, supersedes an earlier interim interconnection service agreement among PJM, Zion Energy L.L.C. and Commonwealth Edison Company designated as Original Service Agreement No. 1836. Therefore, PJM files a notice of cancellation in the form indicated by the Commission's regulations in 18 C.F.R. §§ 35.15 and 131.53 for Original Service Agreement No. 1836. In accordance with Order No. 614,¹⁸ PJM also includes a sheet designated as First Revised Service Agreement No. 1836, indicating the cancellation of Original Service Agreement No. 1836.

IV. Effective Date and Request for Waiver

PJM requests a waiver of the Commission's 60-day prior notice requirement to allow an effective date of December 30, 2009 for the Zion Energy Interim ISA and an effective date of December 31, 2009 for the University Park, High Trail and Old Trail Interim ISAs. See Section 4.0 of the Zion Energy, University Park, High Trail, and Old Trail Interim ISAs. Waiver is appropriate because the documents are being filed within thirty (30) days of their requested effective dates.¹⁹

¹⁸ Designation of Electric Rate Schedule Sheets, Order No. 614 ("Order No. 614"), 1996-2000 FERC Stats. & Regs. Preambles ¶ 31,096 (2000).

¹⁹ See Prior Notice and Filing Requirements Under Part II of the Federal Power Act, 64 FERC ¶ 61,139 at 61,983-84 (1993).

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 11

V. Documents Enclosed

PJM encloses six copies of the following:

1. Transmittal letter;
2. Attachment A: University Park Interim ISA, Original Service Agreement No. 2096;
3. Attachment B: Redlined pages of non-conforming language in the University Park Interim ISA;
4. Attachment C: High Trail Interim ISA, Original Service Agreement No. 2097;
5. Attachment D: Redlined pages of non-conforming language in the High Trail Interim ISA;
6. Attachment E: Old Trail Interim ISA, Original Service Agreement No. 2095;
7. Attachment F: Redlined pages of non-conforming language in the Old Trail Interim ISA;
8. Attachment G: Zion Energy Interim ISA, Original Service Agreement No. 2098;
9. Attachment H: Redlined pages of non-conforming language in the Zion Energy Interim ISA;
10. Attachment I: Notice of Cancellation of Original Service Agreement No. 1834;
11. Attachment J: Notice of Cancellation of Original Service Agreement No. 1835; and
12. Attachment K: Notice of Cancellation of Original Service Agreement No. 1836.

VI. Correspondence and Communications

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 12

Craig Glazer
Vice President – Government Policy
PJM Interconnection, L.L.C.
1200 G Street, NW
Suite 600
Washington, D.C. 20005
(202) 423-4743 (phone)
(202) 393-7741 (fax)
glazec@pjm.com

Pauline Foley
Senior Counsel
PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497
(610) 666-8248 (phone)
(610) 666-8211 (fax)
foleyp@pjm.com

VII. Service

PJM has served a copy of this filing on the Interconnection Customer, Dominion Virginia Power and the relevant state regulatory commission within the PJM region.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Pauline Foley", is written over a horizontal line. The signature is stylized with loops and a long horizontal stroke extending to the right.

Craig Glazer
Vice President – Government Policy
PJM Interconnection, L.L.C.
1200 G Street, NW
Suite 600
Washington, D.C. 20005
(202) 423-4743 (phone)
(202) 393-7741 (fax)
glazec@pjm.com

Pauline Foley
Senior Counsel
PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497
(610) 666-8248 (phone)
(610) 666-8211 (fax)
foleyp@pjm.com

On behalf of
PJM Interconnection, L.L.C.

Honorable Kimberly D. Bose
Re: PJM Interconnection, L.L.C.
January 28, 2009
Page 13

cc: Commonwealth Edison Company
Exelon Energy Delivery
Two Lincoln Centre, 9th Floor
Oakbrook Terrace, IL 60181-4260
Attention: Tom Kay, Manager – Technical Studies

Old Trail Wind Farm, L.L.C.
808 Travis Street
Suite 700
Houston, TX 77002
Attention: Leslie Freiman – General Counsel

High Trail Wind Farm, L.L.C.
808 Travis Street
Suite 700
Houston, TX 77002
Attention: Leslie Freiman – General Counsel

PPL University Park, LLC
787 Industrial Drive
University Park, IL 60466
Attention: William C. Lewis

Zion Energy, L.L.C.
717 Texas Avenue
Suite 1000
Houston, TX 77002
Attention: Matthew McGowan

Illinois Commerce Commission
Mary Stephenson-Schroeder
General Counsel
Leland Building
527 East Capitol Avenue
Springfield, IL 62701

ATTACHMENT C

High Trail Interim ISA
Original Service Agreement No. 2097

INTERIM INTERCONNECTION SERVICE AGREEMENT

By and Among
PJM Interconnection, L.L.C.
and
High Trail Wind Farm, L.L.C.
and
Commonwealth Edison Company
(PJM Queue Position #S27)

- 1.0 This Interim Interconnection Service Agreement ("Interim ISA"), including the Specifications attached hereto and incorporated herein, is entered into by and among PJM Interconnection, L.L.C. ("Transmission Provider" or "PJM"), High Trail Wind Farm, L.L.C. ("Interconnection Customer" or "High Trail"), and Commonwealth Edison Company ("Interconnected Transmission Owner" or "ComEd". This Interim ISA supersedes the Interim ISA, with an effective date of January 4, 2008, Original Service Agreement Number 1834, filed with and accepted by the Federal Energy Regulatory Commission in FERC Docket Number ER08-490-000. The parties to this Interim ISA acknowledge that the Interconnection Agreement designated as Original Service Agreement No. 731, between Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004 ("Interconnection Agreement"), shall continue to be in full force and effect until that agreement is superseded by the subsequent execution of an Interconnection Service Agreement between High Trail, PJM and ComEd, or their successors, for the Twin Groves I Customer Facility and that Interconnection Service Agreement becomes effective. In the event of any inconsistency or conflict between the Interconnection Agreement and this Interim ISA, the terms and conditions of this Interim ISA shall govern.
- 2.0 Attached are Specifications for the Customer Facility that Interconnection Customer proposes to interconnect to the Transmission Provider's Transmission System. Interconnection Customer represents and warrants that, upon completion of their construction, it will own or control the facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer will not own the facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such facilities to enter into this Interim ISA and to represent such control.
- 3.0 In order to advance the completion of its interconnection under the PJM Open Access Transmission Tariff ("Tariff"), Interconnection Customer has requested an Interim ISA and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this Interim ISA.
- 4.0 (a) In accord with Section 211 of the Tariff, Interconnection Customer, on or before the effective date of this Interim ISA, shall provide Transmission Provider (for the benefit of the Interconnected Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to Transmission

Provider in the amount of \$ 0, which amount equals the estimated costs, determined in accordance with Section 217 of the Tariff, of acquiring, designing, constructing and/or installing the facilities described in section 3.0 of the attached Specifications. Should Interconnection Customer fail to provide such security in the amount or form required, this Interim ISA shall be terminated. Interconnection Customer acknowledges (1) that it will be responsible for the actual costs of the facilities described in the Specifications, whether greater or lesser than the amount of the payment security provided under this section, and (2) that the payment security under this section does not include any additional amounts that it will owe in the event that it executes a final Interconnection Service Agreement, as described in section 7.0(a) below.

- (b) Interconnection Customer acknowledges (1) that the purpose of this Interim ISA is to expedite, at Interconnection Customer's request, the acquisition, design, construction and/or installation of certain materials and equipment, as described in the Specifications, necessary to interconnect its proposed facilities with Transmission Provider's Transmission System; and (2) that Transmission Provider's Interconnection Studies related to such facilities have not been completed, but that the completed feasibility study, dated September 28, 2007, that included Interconnection Customer's project sufficiently demonstrated, in Interconnection Customer's sole opinion, the necessity of facilities additions to the Transmission System to accommodate Interconnection Customer's project to warrant, in Interconnection Customer's sole judgment, its request that the Interconnected Transmission Owner acquire, design, construct and/or install the equipment indicated in the Specifications for use in interconnecting Interconnection Customer's project with the Transmission System.

- 5.0 This Interim ISA shall be effective on the date it is executed by all Interconnection Parties and shall terminate upon the execution and delivery by Interconnection Customer and Transmission Provider of the final Interconnection Service Agreement described in section 7.0(a) below, or on such other date as mutually agreed upon by the parties, unless earlier terminated in accordance with the Tariff.
- 6.0 In addition to the milestones stated in Section 212.5 of the Tariff, during the term of this Interim ISA, Interconnection Customer shall ensure that its generation project meets each of the following development milestones:

NOT APPLICABLE FOR THIS INTERIM ISA

- 7.0 (a) Transmission Provider and the Interconnected Transmission Owner agree to provide for the acquisition, design, construction and/or installation of the facilities identified, and to the extent described, in Section 3.0 of the Specifications in accordance with Part IV of the Tariff, as amended from time to time, and this Interim ISA. Except to the extent for which the Specifications provide for interim interconnection rights for the Interconnection Customer, the parties agree that (1) this Interim ISA shall not provide for or authorize Interconnection Service for the Interconnection Customer,

and (2) Interconnection Service will commence only after Interconnection Customer has entered into a final Interconnection Service Agreement with Transmission Provider and the Interconnection Transmission Owner (or, alternatively, has exercised its right to initiate dispute resolution or to have the final Interconnection Service Agreement filed with the FERC unexecuted) after completion of the Facilities Study related to Interconnection Customer's Interconnection Request and otherwise in accordance with the Tariff. The final Interconnection Service Agreement may further provide for construction of, and payment for, transmission facilities additional to those identified in the attached Specifications. Should Interconnection Customer fail to enter into such final Interconnection Service Agreement (or, alternatively, to initiate dispute resolution or request that the agreement be filed with the FERC unexecuted) within the time prescribed by the Tariff, Transmission Provider shall have the right, upon providing written notice to Interconnection Customer, to terminate this Interim ISA.

- (b) In the event that Interconnection Customer decides not to interconnect its proposed facilities, as described in Section 1.0 of the Specifications to the Transmission System, it shall immediately give Transmission Provider written notice of its determination. Interconnection Customer shall be responsible for the Costs incurred pursuant to this Interim ISA by Transmission Provider and/or by the Interconnected Transmission Owner (1) on or before the date of such notice, and (2) after the date of such notice, if the costs could not reasonably be avoided despite, or were incurred by reason of, Interconnection Customer's determination not to interconnect. Interconnection Customer's liability under the preceding sentence shall include all Cancellation Costs in connection with the acquisition, design, construction and/or installation of the facilities described in section 3.0 of the Specifications. In the event the Interconnected Transmission Owner incurs Cancellation Costs, it shall provide the Transmission Provider, with a copy to the Interconnection Customer, with a written demand for payment and with reasonable documentation of such Cancellation Costs. Within 60 days after the date of Interconnection Customer's notice, Transmission Provider shall provide an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (i) Interconnection Customer's cost responsibility under this Interim ISA and the Tariff for Costs, including Cancellation Costs, of the facilities described in section 3.0 of the Specifications and (ii) Interconnection Customer's previous payments under this Interim ISA. Notwithstanding the foregoing, however, Transmission Provider shall not be obligated to make any payment that the preceding sentence requires it to make unless and until the Interconnected Transmission Owner has returned to it the portion of Interconnection Customer's previous payments that Transmission Provider must pay under that sentence. This Interim ISA shall be deemed to be terminated upon completion of all payments required under this paragraph (b).
- (c) Disposition of the facilities related to this Interim ISA after receipt of Interconnection Customer's notice of its determination not to interconnect shall be decided in accordance with Section 211.1 of the Tariff.

- 8.0 Interconnection Customer agrees to abide by all rules and procedures pertaining to generation in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation set forth in the Operating Agreement and the PJM Manuals.
- 9.0 In analyzing and preparing the Facilities Study or the System Impact Study if no Facilities Study is required, and in designing and constructing the Attachment Facilities, Local Upgrades and/or Network Upgrades described in the Specifications attached to this Interim ISA, Transmission Provider, the Interconnected Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE INTERCONNECTED TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR INTERCONNECTED TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF NO FACILITIES STUDY IS REQUIRED OR OF THE ATTACHMENT FACILITIES, LOCAL UPGRADES AND/OR NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the transmission facilities described in Section 3.0 of the Specifications will be designed, constructed and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 10.0 Within 120 days after the Interconnected Transmission Owner completes acquisition, design, construction and/or installation of the facilities described in Section 3.0 of the Specifications, Transmission Provider shall provide Interconnection Customer with an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (a) Interconnection Customer's responsibility under this Interim ISA and the Tariff for the actual cost of such equipment, and (b) Interconnection Customer's previous aggregate payments to Transmission Provider and the Interconnected Transmission Owner hereunder. Notwithstanding the foregoing, however, Transmission Provider shall not be obligated to make any payment that the preceding sentence requires it to make unless and until the Interconnected Transmission Owner has returned to it the portion of Interconnection Customer's previous payments that Transmission Provider must pay under that sentence.
- 11.0 No third party beneficiary rights are created under this Interim ISA, provided, however, that payment obligations imposed on Interconnection Customer hereunder are agreed and acknowledged to be for the benefit of the Interconnected Transmission Owner actually

performing the services associated with the interconnection of the generating facilities and any associated upgrades of other facilities.

- 12.0 No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Interim ISA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 13.0 This Interim ISA or any part thereof, may not be amended, modified, assigned, or waived other than by a writing signed by all parties hereto.
- 14.0 This Interim ISA shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 15.0 This Interim ISA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 16.0 Any notice or request made to or by either Party regarding this Interim ISA shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Interconnection Customer

High Trail Wind Farm, L.L.C.
808 Travis Street
Suite 700
Houston, TX 77002
Attn: Leslie Freiman – General Counsel

Interconnected Transmission Owner

Commonwealth Edison Company
Exelon Energy Delivery
Two Lincoln Centre, 9th Floor
Oakbrook Terrace, IL 60181-4260
Attn: Tom Kay, Manager - Technical Studies - ComEd

- 17.0 All portions of the Tariff and the Operating Agreement pertinent to the subject of this Interim ISA are incorporated herein and made a part hereof.
- 18.0 This Interim ISA is entered into pursuant to Part IV of the Tariff.

- 19.0 Neither party shall be liable for consequential, incidental, special, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise with respect to any claim, controversy or dispute arising under this Interim ISA.
- 20.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 20.1, Schedule A to this Interim ISA shall set forth the Interconnection Customer's agreement to conform with the IRS safe harbor provisions for non-taxable status.

20.1 Tax Liability

20.1.1 Safe Harbor Provisions: This Section 20.1.1 is applicable only to Generation Interconnection Customers. Provided that Interconnection Customer agrees to conform to all requirements of the Internal Revenue Service ("IRS") (e.g., the "safe harbor" provisions of IRS Notices 2001-82 and 88-129) that would confer nontaxable status on some or all of the transfer of property, including money, by Interconnection Customer to the Interconnected Transmission Owner for payment of the Costs of construction of the Transmission Owner Interconnection Facilities, the Interconnected Transmission Owner, based on such agreement and on current law, shall treat such transfer of property to it as nontaxable income and, except as provided in Section 20.1.2 below, shall not include income taxes in the Costs of Transmission Owner Interconnection Facilities that are payable by Interconnection Customer under the Interim Interconnection Service Agreement, the Interconnection Service Agreement or the Interconnection Construction Service Agreement. Interconnection Customer shall document its agreement to conform to IRS requirements for such non-taxable status in the Interconnection Service Agreement, the Interconnection Construction Service Agreement, and/or the Interim Interconnection Service Agreement.

20.1.2 Tax Indemnity: Interconnection Customer shall indemnify the Interconnected Transmission Owner for any costs that Interconnected Transmission Owner incurs in the event that the IRS and/or a state department of revenue (State) determines that the property, including money, transferred by Interconnection Customer to the Interconnected Transmission Owner with respect to the construction of the Transmission Owner Interconnection Facilities and/or any Merchant Network Upgrades is taxable income to the Interconnected Transmission Owner. Interconnection Customer shall pay to the Interconnected Transmission Owner, on demand, the amount of any income taxes that the IRS or a State assesses to the Interconnected Transmission Owner in connection with such transfer of property and/or money, plus any applicable interest and/or penalty charged to the Interconnected Transmission Owner. In the event that the Interconnected Transmission Owner chooses to contest such

assessment, either at the request of Interconnection Customer or on its own behalf, and prevails in reducing or eliminating the tax, interest and/or penalty assessed against it, the Interconnected Transmission Owner shall refund to Interconnection Customer the excess of its demand payment made to the Interconnected Transmission Owner over the amount of the tax, interest and penalty for which the Interconnected Transmission Owner is finally determined to be liable. Interconnection Customer's tax indemnification obligation under this section shall survive any termination of the Interim Interconnection Service Agreement or Interconnection Construction Service Agreement.

20.1.3 Taxes Other Than Income Taxes: Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, the Interconnected Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against the Interconnected Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this Interim Interconnection Service Agreement or Part VI of the Tariff. Interconnection Customer shall pay to the Interconnected Transmission Owner on a periodic basis, as invoiced by the Interconnected Transmission Owner, the Interconnected Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and the Interconnected Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to the Interconnected Transmission Owner for such contested taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by the Interconnected Transmission Owner.

20.1.4 Income Tax Gross-Up

20.1.4.1 Additional Security: In the event that Interconnection Customer does not provide the safe harbor documentation required under Section 20.1.4.1 prior to execution of this Interim Interconnection Service Agreement, within 15 days after such execution, Transmission Provider shall notify Interconnection Customer in writing of the amount of additional Security that Interconnection Customer must provide. The amount of Security that a Transmission Interconnection Customer must provide initially pursuant to this Interim Interconnection Service Agreement shall include any amounts described as additional Security under this Section 20.1.4 regarding income tax gross-up.

20.1.4.2 Amount: The required additional Security shall be in an amount equal to the amount necessary to gross up fully for currently applicable federal and state income taxes the estimated Costs of Local Upgrades and Network Upgrades for which Interconnection Customer previously provided Security. Accordingly, the additional Security shall equal the amount necessary to increase the total Security provided to the amount that would be sufficient to permit the Interconnected Transmission Owner to receive and retain, after the payment of all applicable income taxes ("Current Taxes") and taking into account the present value of future tax deductions for depreciation that would be available as a result of the anticipated payments or property transfers (the "Present Value Depreciation Amount"), an amount equal to the estimated Costs of Local Upgrades and Network Upgrades for which Interconnection Customer is responsible under the Interconnection Service Agreement. For this purpose, Current Taxes shall be computed based on the composite federal and state income tax rates applicable to the Interconnected Transmission Owner at the time the additional Security is received, determined using the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting the Interconnected Transmission Owner's anticipated tax depreciation deductions associated with such payments or property transfers by its current weighted average cost of capital.

20.1.4.3 Time for Payment: Interconnection Customer must provide the additional Security, in a form and with terms as required by Sections 212.4 of the Tariff, within 15 days after its receipt of Transmission Provider's notice under this section. The requirement for additional Security under this section shall be treated as a milestone included in the Interconnection Service Agreement pursuant to Section 212.5 of the Tariff.

20.1.5 Tax Status: Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Interim Interconnection Service Agreement or the Tariff is intended to adversely affect any Interconnected Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

21.0 Addendum of Interconnection Requirement for a Wind Generation Facility. To the extent required, Schedule B to this Interim ISA sets forth interconnection requirements for a wind generation facility and is hereby incorporated by reference and made a part of this Interim ISA.

- 22.0 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Transmission Providers, Interconnected Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems are to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Interim ISA to be executed by their respective authorized officials.

(PJM Queue Position #S27)

Transmission Provider: PJM Interconnection, L.L.C.

By: Alan Elmy Mgr - Inter. Planning 12/31/02
Name Title Date

Printed name of signer: Alan Elmy

Interconnection Customer: High Trail Wind Farm, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Commonwealth Edison Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Interim ISA to be executed by their respective authorized officials.

(PJM Queue Position #S27)

Transmission Provider: PJM Interconnection, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: High Trail Wind Farm, L.L.C.

By: JAYSHREE DESAI VP-FINANCE 12/30/08
Name Title Date

Printed name of signer: Jayshree Desai

Interconnected Transmission Owner: Commonwealth Edison Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Interim ISA to be executed by their respective authorized officials.

(PJM Queue Position #S27)

Transmission Provider: PJM Interconnection, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: High Trail Wind Farm, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Commonwealth Edison Company

By: Susan O. Ivey Susan O. Ivey 12/29/08
Name Vice President Transmission Operations & Planning Date

Printed name of signer: _____

**SPECIFICATIONS FOR
INTERIM INTERCONNECTION SERVICE AGREEMENT**

**By and Among
PJM INTERCONNECTION, L.L.C.
And
High Trail Wind Farm, L.L.C.
And
Commonwealth Edison Company**

(PJM Queue Position #S27)

1.0 Description of Customer Facility to be interconnected with the Transmission System in the PJM Region:

a. Name of Customer Facility:

Twin Groves I

b. Location of Customer Facility:

**13682 N 2900 East Road
Ellesworth, McLean County, Illinois 61737**

c. Size in megawatts of Customer Facility:

For Generation Interconnection Customer:

Maximum Facility Output of 198MW

2.0 Interconnection Rights: Interconnection Customer shall obtain Capacity Interconnection Rights in accordance with Subpart C of Part VI of the Tariff at the location specified in section 1.0b upon its execution of the final Interconnection Service Agreement described in section 7.0(a) of this Interim ISA., provided, however, that pending execution of the final Interconnection Service Agreement, Interconnection Customer shall be entitled to the following interim rights:

Pursuant to and subject to the applicable terms of the Tariff, Interconnection Customer shall have Capacity Interconnection Rights as a Capacity Resource at the Point of Interconnection specified in this Interim ISA in the amount of 39.6 MW, for the time period of the effective date of this Interim ISA to May 31, 2010. To the extent that the Customer Facility described in section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such Customer Facility shall be an Energy Resource. Pursuant to this Interim ISA, the Customer Facility will be permitted to inject 0 MW (nominal) into

the system. PJM reserves the right to limit injections to this quantity in the event reliability would be affected by output greater than such quantity.

3.0.A Facilities to be acquired, designed, constructed and/or installed by the Interconnected Transmission Owner under this Interim ISA:

None

3.0.B Facilities to be acquired, designed, constructed and/or installed by the Interconnection Customer under this Interim ISA:

None

4.0 Interconnection Customer shall be subject to the charges detailed below:

4.1 Attachment Facilities Charge: \$0

4.2 Local Upgrades Charge: \$0

4.3 Network Upgrades Charge: \$0

4.4 Cost Breakdown:

\$0	Direct Labor
\$0	Direct Material
\$0	Indirect Labor
\$0	Indirect Material
\$0	Total

SCHEDULES:

SCHEDULE A – INTERCONNECTION CUSTOMER'S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS

SCHEDULE B - INTERCONNECTION REQUIREMENTS FOR A WIND GENERATION FACILITY

SCHEDULE A

**INTERCONNECTION CUSTOMER'S AGREEMENT TO CONFORM WITH
IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**

Not Required.

SCHEDULE B
INTERCONNECTION REQUIREMENTS FOR A
WIND GENERATION FACILITY

Schedule B sets forth requirements and provisions specific to the interconnection of a wind generation facility that is greater than 20 MW. All other requirements pertaining to the interconnection of generation facilities above 20 MW set forth in Part IV of the Tariff continue to apply to wind generation facility interconnections.

A. Technical Standards Applicable to a Wind Generation Facility

I. Low Voltage Ride-Through (LVRT) Capability

A wind generation facility shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The Schedule B LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generation facilities subject to Commission Order No. 661 that have either: (i) Interconnection Service Agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generation turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generation facilities are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generation facility substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generation facility shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generation facility step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generation facility may disconnect from the transmission system.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

3. Wind generation facilities may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generation facilities may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator, etc.) within the wind generation facility or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the initial effective date of the Schedule B LVRT standard are exempt from meeting the Schedule B LVRT standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Schedule B LVRT standard.

Post-transition Period LVRT Standard

All wind generation facilities subject to Commission Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generation facilities are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generation facility substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generation facility shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generation facility may disconnect from the transmission system. A wind generation facility shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.
3. Wind generation facilities may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generation facilities may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator) within the wind generation facility or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the initial effective date of the Schedule B LVRT standard are exempt from meeting the Schedule B LVRT Standard for the remaining life of the

existing generation equipment. Existing individual generator units that are replaced are required to meet the Schedule B LVRT Standard.

ii. Power Factor Design Criteria (Reactive Power)

The power factor requirements for wind generation facilities set forth in section 4.7.1 of Appendix 2 to Attachment O of the Tariff can be met by using, for example, power electronic devices designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Transmission Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind generation facility is in operation. Wind generation facilities shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

The wind generation facility shall provide SCADA capability to transmit data and receive instructions from the Transmission Provider to protect system reliability. The Transmission Provider and the wind generation facility Interconnection Customer shall determine what SCADA information is essential for the proposed wind generation facility, taking into account the size of the facility and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

ATTACHMENT D

Redlined Pages of Changes In Original Service Agreement No. 2097

INTERIM INTERCONNECTION SERVICE AGREEMENT

By and Among
PJM Interconnection, L.L.C.
and
High Trail Wind Farm, L.L.C.
and
Commonwealth Edison Company
(PJM Queue Position #S27)

- 1.0 This Interim Interconnection Service Agreement ("Interim ISA"), including the Specifications attached hereto and incorporated herein, is entered into by and among PJM Interconnection, L.L.C. ("Transmission Provider" or "PJM"), High Trail Wind Farm, L.L.C. ("Interconnection Customer" or "High Trail"), and Commonwealth Edison Company ("Interconnected Transmission Owner" or "ComEd"). This Interim ISA supersedes the Interim ISA, with an effective date of January 4, 2008, Original Service Agreement Number 1834, filed with and accepted by the Federal Energy Regulatory Commission in FERC Docket Number ER08-490-000. The parties to this Interim ISA acknowledge that the Interconnection Agreement designated as Original Service Agreement No. 731, between Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004 ("Interconnection Agreement"), shall continue to be in full force and effect until that agreement is superseded by the subsequent execution of an Interconnection Service Agreement between High Trail, PJM and ComEd, or their successors, for the Twin Groves I Customer Facility and that Interconnection Service Agreement becomes effective. In the event of any inconsistency or conflict between the Interconnection Agreement and this Interim ISA, the terms and conditions of this Interim ISA shall govern.

- 2.0 Attached are Specifications for the Customer Facility that Interconnection Customer proposes to interconnect to the Transmission Provider's Transmission System. Interconnection Customer represents and warrants that, upon completion of their construction, it will own or control the facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer will not own the facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such facilities to enter into this Interim ISA and to represent such control.

- 3.0 In order to advance the completion of its interconnection under the PJM Open Access Transmission Tariff ("Tariff"), Interconnection Customer has requested an Interim ISA and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this Interim ISA.

- 4.0 (a) In accord with Section 211 of the Tariff, Interconnection Customer, on or before the effective date of this Interim ISA, shall provide Transmission Provider (for the benefit of the Interconnected Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to Transmission



955 Jefferson Avenue
Valley Forge Corporate Center
Nemastown, PA 19403-2497

ORIGINAL

Jacquelyn Huges
Senior Counsel
610.666.8208 Fax 610.666.8211
hugesj@pjm.com

January 28, 2008

Via Federal Express Overnight Delivery

Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426

Re: PJM Interconnection, L.L.C., Docket No. ER08-490-0000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, and 16 U.S.C. § 824d, part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. part 35, and Part VI of the PJM Interconnection, L.L.C. ("PJM") Open Access Transmission Tariff ("PJM Tariff"), PJM submits for filing an executed Interim Interconnection Service Agreement ("Interim ISA") among PJM, High Trail Wind Farm ("Wind Farm"), and Commonwealth Edison Company ("ComEd").¹ PJM is submitting this agreement for filing because the parties require non-conforming changes to the form of Interim ISA in Attachment O of the PJM Tariff ("Interim ISA Form") and non-standard terms and conditions to accommodate the unique circumstances of the interconnection. The non-standard language is described below in more detail and is set forth in redline format in Attachment B to this transmittal letter.

¹ Interim Interconnection Service Agreement by and among PJM Interconnection, L.L.C., High Trail Wind Farm and Commonwealth Edison Company ("Wind Farm Interim ISA"). A copy of the Wind Farm Interim ISA is set forth in Attachment A to this transmittal letter.

II. Description of ISA

The Wind Farm Interim ISA, designated as Original Service Agreement No. 1834, and filed herein, facilitates the interconnection to the PJM transmission system of a 198 MW generating facility located in Ellesworth, McLean County, Illinois. See Wind Farm Interim ISA, Specifications § 1.0. The Wind Farm Interim ISA indicates that Wind Farm shall have capacity interconnection rights of 39.6 MW associated with the interconnection for the time period June 1, 2008 to May 31, 2009. *Id.* at Specifications § 2.0. No charges for attachment facilities or network or local upgrades are associated with the Wind Farm Interim ISA. *Id.* at Specifications § 4.1 and § 4.3.

The Wind Farm Interim ISA is necessary to accommodate Wind Farm's request for capacity rights for the Twin Groves I generating facility. The Twin Groves I generating facility is already interconnected and integrated with the PJM transmission system pursuant to an existing interconnection agreement between ComEd and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004, designated as Original Service Agreement No. 731. As indicated above, the Zion Interim ISA, with a proposed effective date of January 4, 2008, does not completely conform to the Interim ISA Form. Specifically, Section 1.0 of the Interim ISA contains non-conforming language to indicate that the Interim ISA does not supersede the existing interconnection agreement, with the proviso that if there are any conflicts between the terms of the existing interconnection agreement and the Wind Farm Interim ISA, the terms of the Wind Farm Interim ISA will govern. This existing interconnection agreement is not being superseded by the Wind Farm Interim ISA because the sole purpose of the Wind Farm Interim ISA is to provide capacity rights for the Twin Groves I generating facility for an interim period of time.

Furthermore, Schedule E of the Wind Farm Interim ISA contains non-standard terms that provide that the “Twin Groves I is only able to Operate at Unity Power Factor, due to the age of the generating equipment” and therefore is not capable of providing VAR support. As further indicated in Schedule E, VAR support for the Twin Groves I generating facility is not required for system reliability purposes. The historical operation of the Twin Groves I generating facility has indicated to PJM that VAR support has not been needed for the facility, nor has it been provided. Therefore, the non-standard terms and conditions in Schedule E are reasonable and will not adversely impact the reliability of the system.

III. Waiver and Effective Date

PJM requests a waiver of the Commission’s 60-day prior notice requirement to allow an effective date of January 4, 2008 for the Wind Farm Interim ISA. Waiver is appropriate because the agreement is being filed within thirty days of its requested effective date. *See Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61.139 at 61.983-84 (1993).

IV. Documents Enclosed

PJM enclosed the original and six copies of the following:

1. This Transmittal Letter;
2. Attachment A: Wind Farm Interim ISA, Original Service Agreement No. 1834; and,
3. Attachment B: Redlined pages of non-conforming language in the Wind Farm Interim ISA.

V. Correspondence and Communications

Correspondence and communications with respect to this filing should be sent to, and

PJM requests that the Secretary include on the official service list, the following:

Craig Glazer Vice President – Federal Government Policy PJM Interconnection, L.L.C. 1200 G Street, N.W., Suite 600 Washington D.C. 20005 (202) 393-7756 (phone) (202) 393-7741 (fax) glazec@pjm.com	Jacquelynn Hugee Senior Counsel PJM Interconnection, L.L.C. 955 Jefferson Avenue Norristown, PA 19403 (610) 666-8208 (phone) (610) 666-8211 (fax) hugeej@pjm.com
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VI. Service

PJM has served a copy of this filing on Wind Farm and ComEd, as well as the affected state regulatory commissions within the PJM region.

Respectfully submitted,



Jacquelynn Hugee
Senior Counsel – Regulatory
PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497
(610) 666-8208 (Phone)
(610) 666-8211 (Fax)
hugeej@pjm.com (Email)
Counsel for
PJM Interconnection, L.L.C.

Dated: January 28, 2008

 ORIGINAL

ATTACHMENT A

FILED
OFFICE OF THE
SECRETARY

**WIND FARM INTERIM ISA
ORIGINAL SERVICE AGREEMENT NO. 1834**

2008 JAN 29 A 9 19

WIND FARM INTERIM ISA
ORIGINAL SERVICE AGREEMENT NO. 1834

PJM Interconnection, L.L.C.
FERC Electric Tariff
Sixth Revised Volume No. 1

Original Service Agreement No. 1834

INTERIM INTERCONNECTION SERVICE AGREEMENT

By and Among
PJM Interconnection, L.L.C.
and
High Trail Wind Farm, L.L.C.
and
Commonwealth Edison Company
(PJM Queue Position #S27)

- 1.0 This Interim Interconnection Service Agreement ("Interim ISA"), including the Specifications attached hereto and incorporated herein, is entered into by and among PJM Interconnection, L.L.C. ("Transmission Provider" or "PJM"), High Trail Wind Farm, L.L.C., ("Interconnection Customer" or "High Trail"), and Commonwealth Edison Company ("Interconnected Transmission Owner" or "ComEd"). The parties to this Interim ISA acknowledge that the Interconnection Agreement designated as Original Service Agreement No. 731, between Commonwealth Edison Company and Zilkha Renewable Energy Midwest I, L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004 ("Interconnection Agreement"), shall continue to be in full force and effect until that agreement is superseded by the subsequent execution of an Interconnection Service Agreement between High Trail, PJM and ComEd, or their successors, for the Twin Groves 1 Customer Facility and that Interconnection Service Agreement becomes effective. In the event of any inconsistency or conflict between the Interconnection Agreement and this Interim ISA, the terms and conditions of this Interim ISA shall govern.
- 2.0 Attached are Specifications for the Customer Facility that Interconnection Customer proposes to interconnect to the Transmission Provider's Transmission System. Interconnection Customer represents and warrants that, upon completion of their construction, it will own or control the facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer will not own the facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such facilities to enter into this Interim ISA and to represent such control.
- 3.0 In order to advance the completion of its interconnection under the PJM Open Access Transmission Tariff ("Tariff"), Interconnection Customer has requested an Interim ISA and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this Interim ISA.
- 4.0 (a) In accord with Section 211 of the Tariff, Interconnection Customer, on or before the effective date of this Interim ISA, shall provide Transmission Provider (for the benefit of the Interconnected Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to Transmission Provider in the amount of \$ 0 which amount equals the estimated costs, determined in accordance with Section 217 of the Tariff, of acquiring, designing, constructing and/or installing the facilities described in section 3.0 of the attached Specifications.

Issued By: Craig Gilazer
Vice President, Federal Government Policy
Issued On: January 28, 2008

Effective: January 4, 2008

Should Interconnection Customer fail to provide such security in the amount or form required, this Interim ISA shall be terminated. Interconnection Customer acknowledges (1) that it will be responsible for the actual costs of the facilities described in the Specifications, whether greater or lesser than the amount of the payment security provided under this section, and (2) that the payment security under this section does not include any additional amounts that it will owe in the event that it executes a final Interconnection Service Agreement, as described in section 7.0(a) below.

- (b) Interconnection Customer acknowledges (1) that the purpose of this Interim ISA is to expedite, at Interconnection Customer's request, the acquisition, design, construction and/or installation of certain materials and equipment, as described in the Specifications, necessary to interconnect its proposed facilities with Transmission Provider's Transmission System; and (2) that Transmission Provider's Interconnection Studies related to such facilities have not been completed, but that the feasibility study, dated September 28, 2007, that included Interconnection Customer's project sufficiently demonstrated, in Interconnection Customer's sole opinion, the necessity of facilities additions to the Transmission System to accommodate Interconnection Customer's project to warrant, in Interconnection Customer's sole judgment, its request that the Interconnected Transmission Owner acquire, design, construct and/or install the equipment indicated in the Specifications for use in interconnecting Interconnection Customer's project with the Transmission System.

- 5.0 This Interim ISA shall be effective on the date it is executed by all Interconnection Parties and shall terminate upon the execution and delivery by Interconnection Customer and Transmission Provider of the final Interconnection Service Agreement described in section 7.0(a) below, or on such other date as mutually agreed upon by the parties, unless earlier terminated in accordance with the Tariff.
- 6.0 In addition to the milestones stated in Section 212.5 of the Tariff, during the term of this Interim ISA, Interconnection Customer shall ensure that its generation project meets each of the following development milestones:

NOT APPLICABLE FOR THIS INTERIM ISA

- 7.0 (a) Transmission Provider and the Interconnected Transmission Owner agree to provide for the acquisition, design, construction and/or installation of the facilities identified, and to the extent described, in Section 3.0 of the Specifications in accordance with Part IV of the Tariff, as amended from time to time, and this Interim ISA. Except to the extent for which the Specifications provide for interim interconnection rights for the Interconnection Customer, the parties agree that (1) this Interim ISA shall not provide for or authorize Interconnection Service for the Interconnection Customer, and (2) Interconnection Service will commence only after Interconnection Customer has entered into a final Interconnection Service Agreement with Transmission Provider and the Interconnection Transmission Owner (or, alternatively, has exercised its right to initiate dispute resolution or to have the final Interconnection Service Agreement filed with the FERC unexecuted) after completion of the Facilities

Study related to Interconnection Customer's Interconnection Request and otherwise in accordance with the Tariff. The final Interconnection Service Agreement may further provide for construction of, and payment for, transmission facilities additional to those identified in the attached Specifications. Should Interconnection Customer fail to enter into such final Interconnection Service Agreement (or, alternatively, to initiate dispute resolution or request that the agreement be filed with the FERC unexecuted) within the time prescribed by the Tariff, Transmission Provider shall have the right, upon providing written notice to Interconnection Customer, to terminate this Interim ISA.

(b) In the event that Interconnection Customer decides not to interconnect its proposed facilities, as described in Section 1.0 of the Specifications to the Transmission System, it shall immediately give Transmission Provider written notice of its determination. Interconnection Customer shall be responsible for the Costs incurred pursuant to this Interim ISA by Transmission Provider and/or by the Interconnected Transmission Owner (1) on or before the date of such notice, and (2) after the date of such notice, if the costs could not reasonably be avoided despite, or were incurred by reason of, Interconnection Customer's determination not to interconnect. Interconnection Customer's liability under the preceding sentence shall include all Cancellation Costs in connection with the acquisition, design, construction and/or installation of the facilities described in section 3.0 of the Specifications. In the event the Interconnected Transmission Owner incurs Cancellation Costs, it shall provide the Transmission Provider, with a copy to the Interconnection Customer, with a written demand for payment and with reasonable documentation of such Cancellation Costs. Within 60 days after the date of Interconnection Customer's notice, Transmission Provider shall provide an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (i) Interconnection Customer's cost responsibility under this Interim ISA and the Tariff for Costs, including Cancellation Costs, of the facilities described in section 3.0 of the Specifications and (ii) Interconnection Customer's previous payments under this Interim ISA. Notwithstanding the foregoing, however, Transmission Provider shall not be obligated to make any payment that the preceding sentence requires it to make unless and until the Interconnected Transmission Owner has returned to it the portion of Interconnection Customer's previous payments that Transmission Provider must pay under that sentence. This Interim ISA shall be deemed to be terminated upon completion of all payments required under this paragraph (b).

(c) Disposition of the facilities related to this Interim ISA after receipt of Interconnection Customer's notice of its determination not to interconnect shall be decided in accordance with Section 211.1 of the Tariff.

8.0 Interconnection Customer agrees to abide by all rules and procedures pertaining to generation in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation set forth in the Operating Agreement and the PJM Manuals.

9.0 In analyzing and preparing the Facilities Study or the System Impact Study if no

Facilities Study is required, and in designing and constructing the Attachment Facilities, Local Upgrades and/or Network Upgrades described in the Specifications attached to this Interim ISA, Transmission Provider, the Interconnected Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE INTERCONNECTED TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR INTERCONNECTED TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF NO FACILITIES STUDY IS REQUIRED OR OF THE ATTACHMENT FACILITIES, LOCAL UPGRADES AND/OR NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the transmission facilities described in Section 3.0 of the Specifications will be designed, constructed and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

- 10.0 Within 120 days after the Interconnected Transmission Owner completes acquisition, design, construction and/or installation of the facilities described in Section 3.0 of the Specifications, Transmission Provider shall provide Interconnection Customer with an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (a) Interconnection Customer's responsibility under this Interim ISA and the Tariff for the actual cost of such equipment, and (b) Interconnection Customer's previous aggregate payments to Transmission Provider and the Interconnected Transmission Owner hereunder. Notwithstanding the foregoing, however, Transmission Provider shall not be obligated to make any payment that the preceding sentence requires it to make unless and until the Interconnected Transmission Owner has returned to it the portion of Interconnection Customer's previous payments that Transmission Provider must pay under that sentence.
- 11.0 No third party beneficiary rights are created under this Interim ISA, provided, however, that payment obligations imposed on Interconnection Customer hereunder are agreed and acknowledged to be for the benefit of the Interconnected Transmission Owner actually performing the services associated with the interconnection of the generating facilities and any associated upgrades of other facilities.
- 12.0 No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Interim ISA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

- 13.0 This Interim ISA or any part thereof, may not be amended, modified, assigned, or waived other than by a writing signed by all parties hereto.
- 14.0 This Interim ISA shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 15.0 This Interim ISA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 16.0 Any notice or request made to or by either Party regarding this Interim ISA shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497

Interconnection Customer

High Trail Wind Farm, L.L.C.
808 Travis Street
Suite 700
Houston, TX 77002
Attn: Leslie Freiman – General Counsel

Interconnected Transmission Owner

Commonwealth Edison Company
Exelon Energy Delivery
Two Lincoln Centre, 9th Floor
Oakbrook Terrace, IL 60181-4260
Attn: Tom Kay, Manager – Technical Studies - ComEd

- 17.0 All portions of the Tariff and the Operating Agreement pertinent to the subject of this Interim ISA are incorporated herein and made a part hereof.
- 18.0 This Interim ISA is entered into pursuant to Part IV of the Tariff.
- 19.0 Neither party shall be liable for consequential, incidental, special, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise with respect to any claim, controversy or dispute arising under this Interim ISA.
- 20.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section

20.1, Schedule A to this Interim ISA shall set forth the Interconnection Customer's agreement to conform with the IRS safe harbor provisions for non-taxable status.

20.1 Tax Liability

20.1.1 Safe Harbor Provisions: This Section 20.1.1 is applicable only to Generation Interconnection Customers. Provided that Interconnection Customer agrees to conform to all requirements of the Internal Revenue Service ("IRS") (e.g., the "safe harbor" provisions of IRS Notices 2001-82 and 88-129) that would confer nontaxable status on some or all of the transfer of property, including money, by Interconnection Customer to the Interconnected Transmission Owner for payment of the Costs of construction of the Transmission Owner Interconnection Facilities, the Interconnected Transmission Owner, based on such agreement and on current law, shall treat such transfer of property to it as nontaxable income and, except as provided in Section 20.1.2 below, shall not include income taxes in the Costs of Transmission Owner Interconnection Facilities that are payable by Interconnection Customer under the Interim Interconnection Service Agreement, the Interconnection Service Agreement or the Interconnection Construction Service Agreement. Interconnection Customer shall document its agreement to conform to IRS requirements for such non-taxable status in the Interconnection Service Agreement, the Interconnection Construction Service Agreement, and/or the Interim Interconnection Service Agreement.

20.1.2 Tax Indemnity: Interconnection Customer shall indemnify the Interconnected Transmission Owner for any costs that Interconnected Transmission Owner incurs in the event that the IRS and/or a state department of revenue (State) determines that the property, including money, transferred by Interconnection Customer to the Interconnected Transmission Owner with respect to the construction of the Transmission Owner Interconnection Facilities and/or any Merchant Network Upgrades is taxable income to the Interconnected Transmission Owner. Interconnection Customer shall pay to the Interconnected Transmission Owner, on demand, the amount of any income taxes that the IRS or a State assesses to the Interconnected Transmission Owner in connection with such transfer of property and/or money, plus any applicable interest and/or penalty charged to the Interconnected Transmission Owner. In the event that the Interconnected Transmission Owner chooses to contest such assessment, either at the request of Interconnection Customer or on its own behalf, and prevails in reducing or eliminating the tax, interest and/or penalty assessed against it, the Interconnected Transmission Owner shall refund to Interconnection Customer the excess of its demand payment made to the Interconnected Transmission Owner over the amount of the tax, interest and penalty for which the Interconnected Transmission Owner is finally determined to be liable. Interconnection Customer's tax indemnification obligation under this section shall survive any termination

of the Interim Interconnection Service Agreement or Interconnection Construction Service Agreement.

20.1.3 Taxes Other Than Income Taxes: Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, the Interconnected Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against the Interconnected Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this Interim Interconnection Service Agreement or Part VI of the Tariff. Interconnection Customer shall pay to the Interconnected Transmission Owner on a periodic basis, as invoiced by the Interconnected Transmission Owner, the Interconnected Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and the Interconnected Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to the Interconnected Transmission Owner for such contested taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by the Interconnected Transmission Owner.

20.1.4 Income Tax Gross-Up

20.1.4.1 Additional Security: In the event that Interconnection Customer does not provide the safe harbor documentation required under Section 20.1.4.1 prior to execution of this Interim Interconnection Service Agreement, within 15 days after such execution, Transmission Provider shall notify Interconnection Customer in writing of the amount of additional Security that Interconnection Customer must provide. The amount of Security that a Transmission Interconnection Customer must provide initially pursuant to this Interim Interconnection Service Agreement shall include any amounts described as additional Security under this Section 20.1.4 regarding income tax gross-up.

20.1.4.2 Amount: The required additional Security shall be in an amount equal to the amount necessary to gross up fully for currently applicable federal and state income taxes the estimated Costs of Local Upgrades and Network Upgrades for which Interconnection Customer previously provided Security. Accordingly, the additional Security shall equal the amount necessary to increase the total Security provided to the amount

that would be sufficient to permit the Interconnected Transmission Owner to receive and retain, after the payment of all applicable income taxes ("Current Taxes") and taking into account the present value of future tax deductions for depreciation that would be available as a result of the anticipated payments or property transfers (the "Present Value Depreciation Amount"), an amount equal to the estimated Costs of Local Upgrades and Network Upgrades for which Interconnection Customer is responsible under the Interconnection Service Agreement. For this purpose, Current Taxes shall be computed based on the composite federal and state income tax rates applicable to the Interconnected Transmission Owner at the time the additional Security is received, determined using the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting the Interconnected Transmission Owner's anticipated tax depreciation deductions associated with such payments or property transfers by its current weighted average cost of capital.

20.1.4.3 Time for Payment: Interconnection Customer must provide the additional Security, in a form and with terms as required by Sections 212.4 of the Tariff, within 15 days after its receipt of Transmission Provider's notice under this section. The requirement for additional Security under this section shall be treated as a milestone included in the Interconnection Service Agreement pursuant to Section 212.5 of the Tariff.

20.1.5 Tax Status: Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Interim Interconnection Service Agreement or the Tariff is intended to adversely affect any Interconnected Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

21.0 Addendum of Interconnection Requirement for a Wind Generation Facility. To the extent required, Schedule B to this Interim ISA sets forth interconnection requirements for a wind generation facility and is hereby incorporated by reference and made a part of this Interim ISA.

22.0 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Transmission Providers, Interconnected Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems are to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Interim ISA to be executed by their respective authorized officials.

(PJM Queue Position #S27)

Transmission Provider: PJM Interconnection, L.L.C.

By:  V.P. Planning 1/4/08
Name Title Date

Printed name of signer: STEVEN R. HELLING

Interconnection Customer: High Trail Wind Farm, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Commonwealth Edison Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Interim ISA to be executed by their respective authorized officials.

(PJM Queue Position #S27)

Transmission Provider: PJM Interconnection, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: High Trail Wind Farm, L.L.C.

By:  _____
Name Title Date 1/2/08

Printed name of signer: JAYSHREE DESAI

Interconnected Transmission Owner: Commonwealth Edison Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Interim ISA to be executed by their respective authorized officials.

(PJM Queue Position #S27)

Transmission Provider: PJM Interconnection, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: High Trail Wind Farm, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Commonwealth Edison Company

By: Susan O. Ivey Susan O. Ivey 1/4/08
Name Title Date
Vice President
Transmission Operations & Planning

Printed name of signer: Susan O. Ivey

**SPECIFICATIONS FOR
INTERIM INTERCONNECTION SERVICE AGREEMENT**

**By and Among
PJM INTERCONNECTION, L.L.C.**

**And
High Trail Wind Farm, L.L.C.
And
Commonwealth Edison Company**

(PJM Queue Position #S27)

1.0 Description of Customer Facility to be interconnected with the Transmission System in the PJM Region:

a. Name of Customer Facility:

Twin Groves I

b. Location of Customer Facility:

**13682 N 2900 East Road
Ellesworth, McLean County, Illinois 61737**

c. Size in megawatts of Customer Facility:

For Generation Interconnection Customer:

Maximum Facility Output of 198 MW

2.0 Interconnection Rights: Interconnection Customer shall obtain Capacity Interconnection Rights in accordance with Subpart C of Part VI of the Tariff at the location specified in section 1.0b upon its execution of the final Interconnection Service Agreement described in section 7.0(a) of this Interim ISA., provided, however, that pending execution of the final Interconnection Service Agreement, Interconnection Customer shall be entitled to the following interim rights:

Pursuant to and subject to the applicable terms of the Tariff, Interconnection Customer shall have Capacity Interconnection Rights as a Capacity Resource at the Point of Interconnection specified in this Interim ISA in the amount of 39.6 MW, for the time period of June 1, 2008 to May 31, 2009. To the extent that the Customer Facility described in section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such Customer Facility shall be an Energy Resource. Pursuant to this Interim ISA, the Customer Facility will be permitted to inject 198 MW (nominal) into the system. PJM reserves the right to limit injections to this quantity in the event reliability would be

affected by output greater than such quantity.

3.0.A Facilities to be acquired, designed, constructed and/or installed by the Interconnected Transmission Owner under this Interim ISA:

None

3.0.B Facilities to be acquired, designed, constructed and/or installed by the Interconnection Customer under this Interim ISA:

None

4.0 Interconnection Customer shall be subject to the charges detailed below:

4.1 Attachment Facilities Charge: \$0

4.2 Local Upgrades Charge: \$0

4.3 Network Upgrades Charge: \$0

4.4 Cost Breakdown:

\$0	Direct Labor
\$0	Direct Material
\$0	Indirect Labor
\$0	Indirect Material
\$0	Total

SCHEDULES:

SCHEDULE A – INTERCONNECTION CUSTOMER’S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS

SCHEDULE B - INTERCONNECTION REQUIREMENTS FOR A WIND GENERATION FACILITY

SCHEDULE C - CUSTOMER FACILITY LOCATION/SITE PLAN

SCHEDULE D – SINGLE LINE DIAGRAM

SCHEDULE E – SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

SCHEDULE A

INTERCONNECTION CUSTOMER'S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS

As provided in Section 20.1 of this Interim ISA and subject to the requirements thereof, Interconnection Customer represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 88-129, 1988-2 C.B. 541, and as amplified and modified in Notices 90-60, 1990-2 C.B. 345, and 2001-82, 2001-2 C.B. 619 (the "IRS Notices"). Interconnection Customer agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notices, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Interconnection Customer to Interconnected Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities and/or Merchant Network Upgrades specified in this Interim ISA.

Nothing in Interconnection Customer's agreement pursuant to this Schedule A shall change Interconnection Customer's indemnification obligations under Section 20.1 of this Interim ISA.

SCHEDULE B

INTERCONNECTION REQUIREMENTS FOR A

WIND GENERATION FACILITY

Schedule B sets forth requirements and provisions specific to the interconnection of a wind generation facility that is greater than 20 MW. All other requirements pertaining to the interconnection of generation facilities above 20 MW set forth in Part IV of the Tariff continue to apply to wind generation facility interconnections.

A. Technical Standards Applicable to a Wind Generation Facility

i. Low Voltage Ride-Through (LVRT) Capability

A wind generation facility shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The Schedule B LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generation facilities subject to Commission Order No. 661 that have either: (i) Interconnection Service Agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generation turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generation facilities are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generation facility substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generation facility shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generation facility step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generation facility may disconnect from the transmission system.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

3. Wind generation facilities may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generation facilities may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator, etc.) within the wind generation facility or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the initial effective date of the Schedule B LVRT standard are exempt from meeting the Schedule B LVRT standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Schedule B LVRT standard.

Post-transition Period LVRT Standard

All wind generation facilities subject to Commission Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generation facilities are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generation facility substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generation facility shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generation facility may disconnect from the transmission system. A wind generation facility shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.
3. Wind generation facilities may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generation facilities may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator) within the wind generation facility or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the initial effective date of the Schedule B LVRT standard are exempt from meeting the Schedule B LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are

required to meet the Schedule B LVRT Standard.

ii. **Power Factor Design Criteria (Reactive Power)**

The power factor requirements for wind generation facilities set forth in section 4.7.1 of Appendix 2 to Attachment O of the Tariff can be met by using, for example, power electronic devices designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Transmission Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind generation facility is in operation. Wind generation facilities shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

iii. **Supervisory Control and Data Acquisition (SCADA) Capability**

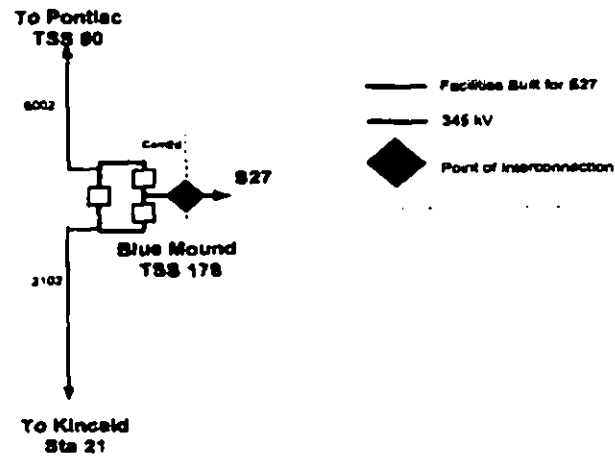
The wind generation facility shall provide SCADA capability to transmit data and receive instructions from the Transmission Provider to protect system reliability. The Transmission Provider and the wind generation facility Interconnection Customer shall determine what SCADA information is essential for the proposed wind generation facility, taking into account the size of the facility and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

SCHEDULE C

CUSTOMER FACILITY LOCATION

The site consists of approximately 22,000 acres of predominantly farm land located in the Arrowsmith, Cheney's Grove and Dawson Townships of McLean County Illinois. The site is located within close proximity of the ComEd 345kV transmission circuit L2102. The northern border of the site is predominately bordered by Illinois Highway 9. The site originates approximately 8 miles east of Towanda Barnes Road and extends to approximately one mile west of the McLean/Ford County line. The project extends south approximately 6 miles south of Illinois Highway 9. The nearest communities to the project site are Ellsworth, Arrowsmith, and Saybrook.

SCHEDULE D **SINGLE LINE DIAGRAM**



SCHEDULE E

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Twin Groves I is only able to operate at Unity Power Factor, due to the age of the generating equipment. Therefore, Twin Groves I is not capable of providing VAR support. PJM does not require VAR support for this facility for system reliability purposes.

 ORIGINAL

ATTACHMENT B

**REDLINED PAGES OF NON-CONFORMING LANGUAGE
IN THE WIND FARM ISA**

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OFFICE OF THE
SECRETARY

2008 JAN 29 A 9 19

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

INTERIM INTERCONNECTION SERVICE AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
and
High Trail Wind Farm, L.L.C.
and
Commonwealth Edison Company**

(PJM Queue Position #S27)

- 1.0 This Interim Interconnection Service Agreement ("Interim ISA"), including the Specifications attached hereto and incorporated herein, is entered into by and among PJM Interconnection, L.L.C. ("Transmission Provider" or "PJM"), High Trail Wind Farm, L.L.C., ("Interconnection Customer" or "High Trail"), and Commonwealth Edison Company ("Interconnected Transmission Owner" or "ComEd"). The parties to this Interim ISA acknowledge that the Interconnection Agreement designated as Original Service Agreement No. 731, between Commonwealth Edison Company and Zilkha Renewable Energy Midwest L.L.C., FERC Docket No. ER04-393-000, effective March 12, 2004 ("Interconnection Agreement"), shall continue to be in full force and effect until that agreement is superseded by the subsequent execution of an Interconnection Service Agreement between High Trail, PJM and ComEd, or their successors, for the Twin Groves I Customer Facility and that Interconnection Service Agreement becomes effective. In the event of any inconsistency or conflict between the Interconnection Agreement and this Interim ISA, the terms and conditions of this Interim ISA shall govern.
- 2.0 Attached are Specifications for the Customer Facility that Interconnection Customer proposes to interconnect to the Transmission Provider's Transmission System. Interconnection Customer represents and warrants that, upon completion of their construction, it will own or control the facilities identified in the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer will not own the facilities, Interconnection Customer represents and warrants that it is authorized by the owners of such facilities to enter into this Interim ISA and to represent such control.
- 3.0 In order to advance the completion of its interconnection under the PJM Open Access Transmission Tariff ("Tariff"), Interconnection Customer has requested an Interim ISA and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this Interim ISA.
- 4.0 (a) In accord with Section 211 of the Tariff, Interconnection Customer, on or before the effective date of this Interim ISA, shall provide Transmission Provider (for the benefit of the Interconnected Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to Transmission Provider in the amount of \$0 which amount equals the estimated costs, determined in accordance with Section 217 of the Tariff, of acquiring, designing, constructing and/or installing the facilities described in section 3.0 of the attached Specifications. Should Interconnection Customer fail to provide such security in the amount or form

SCHEDULE E

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Twin Groves I is only able to operate at Unity Power Factor, due to the age of the generating equipment. Therefore, Twin Groves I is not capable of providing VAR support. PJM does not require VAR support for this facility for system reliability purposes.