

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection L.L.C
Docket No. ER22-127-000

Issued: 12/15/21

Wright & Talisman
1200 G Street NW Suite 600
Washington DC 20005-3898

Attention: David S. Berman

Reference: Notice of Cancellation - Service Agreement No. 5848

On October 18, 2021, PJM Interconnection L.L.C submitted a notice of cancellation of the Interim Interconnection Service Agreement among itself as Transmission Provider, Foxhound Solar, LLC (Foxhound Solar) as Interconnection Customer, and Appalachian Power Company (Appalachian) as Interconnected Transmission Owner.¹ Pursuant to authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307 (2021), the submittal is accepted for filing, effective October 11, 2021, as requested.²

The filing was publicly noticed, with interventions and protests due on or before November 8, 2021, respectively. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214 (2021)), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted. Granting a late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document(s); nor shall such action be deemed as recognition of any claimed

¹ PJM Interconnection, L.L.C, [PJM SA No. 5848, PJM SA No. 5848 among PJM, Foxhound Solar and Appalachian \(0.0.0\)](#).

² See 18 C.F.R. § 35.15(c) (2021).

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contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2020).

Issued by: Kurt Longo, Director, Division of Electric Power Regulation – East

Document Content(s)

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October 18, 2021

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

*Re: PJM Interconnection, L.L.C., Docket No. ER22-127-000
Notice of Cancellation of Interim ISA, SA No. 5848; Queue No. AD1-087/AD2-202*

Dear Secretary Bose:

I. DESCRIPTION OF FILING

PJM Interconnection, L.L.C. (“PJM”) submits this filing to notify the Federal Energy Regulatory Commission (“Commission”) of the cancellation of the Interim Interconnection Service Agreement (“Interim ISA”) entered into by and among PJM, Foxhound Solar, LLC (“Foxhound Solar”), and Appalachian Power Company (“Appalachian”) (“Foxhound Solar Interim ISA”).¹ The Foxhound Solar Interim ISA is associated with PJM Queue No. AD1-087/AD2-202, designated as Service Agreement No. 5848, and was accepted by the Commission effective October 29, 2020.² PJM is submitting this Notice of Cancellation because the Parties have mutually agreed to the Foxhound Solar Interim ISA’s termination. Accordingly, PJM is submitting this filing to notify the

¹ PJM, Foxhound Solar and Appalachian are each a “Party” and collectively the “Parties.”

² *PJM Interconnection, L.L.C.*, Letter Order, Interim ISA, SA No. 5848, Docket No. ER21-421-000 (Dec. 18, 2020).

Commission that Original Service Agreement No. 5848 is being cancelled effective as of October 11, 2021, the date the Parties agreed to its termination.³

II. WAIVER AND EFFECTIVE DATE

To the extent the Commission considers this filing to be a notice of cancellation of the Foxhound Solar Interim ISA, PJM requests an effective date of October 11, 2021, and requests waiver of the Commission's 60-day prior notice requirement to permit this effective date.⁴ Good cause exists for granting this effective date, which is consistent with the terms of the Foxhound Solar Interim ISA. The Commission has granted waivers of its prior notice requirements in similar circumstances,⁵ and PJM respectfully requests that it do the same here.

III. 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:⁶

³ Section 5.0 of the Foxhound Solar Interim ISA states that the agreement shall be terminated in accordance with certain provisions of the Interim ISA not at issue here, or as mutually agreed upon by the Parties. In this case, the Parties have mutually agreed to the termination of the Foxhound Solar Interim ISA, and Appalachian and Foxhound Solar notified PJM of their agreement to its termination on October 8, 2021 and October 11, 2021, respectively.

⁴ See 18 C.F.R. § 35.15(a) ("For good cause shown, the Commission may by order provide that the notice of cancellation or termination shall be effective as of a date prior to the date of filing or prior to the date the filing would become effective in accordance with these rules.").

⁵ See *PJM Interconnection, L.L.C.*, Letter Order, Notice of Cancellation of IISA, SA No. 2860, Docket No. ER20-2490-000 (Sept. 15, 2020); see also *PJM Interconnection, L.L.C.*, Letter Order, Notice of Cancellation of WMPA, SA No. 4842; Queue No. AC2-145, Docket No. ER21-1631-000 (June 2, 2021); *PJM Interconnection, L.L.C.*, Letter Order, Notice of Cancellation of Wholesale Market Participation Agreement – Service Agreement 5282, Docket No. ER20-2904-000 (Nov. 16, 2020).

⁶ To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

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

Wendy B. Warren
David S. Berman
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005-3898
202-393-1200 (phone)
202-393-1240 (fax)
warren@wrightlaw.com
berman@wrightlaw.com

Christopher Holt
Assistant General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 666-2368
Christopher.Holt@pjm.com

IV. SERVICE

PJM has served a copy of this filing on Foxhound Solar, Appalachian, and the affected state regulatory commissions within the PJM Region.

V. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept the cancellation of the Foxhound Solar Interim ISA, effective October 11, 2021.

Respectfully submitted,

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

/s/ David S. Berman
Wendy B. Warren
David S. Berman
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005-3898
202-393-1200 (phone)
202-393-1240 (fax)
warren@wrightlaw.com
berman@wrightlaw.com

Christopher Holt
Assistant General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 666-2368
Christopher.Holt@pjm.com

**Counsel for
PJM Interconnection, L.L.C.**

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER21-421-000

Issued: December 18, 2020

Wendy B. Warren
David S. Berman
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005

Reference: Interim ISA, SA No. 5848

On November 17, 2020, PJM Interconnection, L.L.C. (PJM) filed an executed Interim Interconnection Service Agreement (ISA) among PJM, Foxhound Solar, LLC (Foxhound Solar) as Interconnection Customer, and Appalachian Power Company.¹ The agreement includes nonconforming language and facilitates the interconnection of the Foxhound Solar Customer Facility located in Halifax County, Virginia to the PJM Transmission System.

Pursuant to the authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307 (2020), your submittal is accepted for filing, effective October 29, 2020, as requested.

The filing was noticed on November 17, 2020, with comments, interventions, and protests due on or before December 8, 2020. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2020)), to the extent that any timely filed motions to intervene and any motion to intervene out-of-time were filed before the issuance date of this order, such interventions are granted. Granting late interventions at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties.

This acceptance for filing shall not be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice

¹ PJM Interconnection, L.L.C., FERC FPA Electric Tariff, PJM Service Agreements Tariff, [PJM SA No. 5848, PJM SA No. 5848 among PJM, Foxhound Solar and Appalachian, 0.0.0.](#)

Docket No. ER21-421-000

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affecting such rate or service contained in your filing; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders that have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against PJM.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2020).

Issued by: Kurt M. Longo, Director, Division of Electric Power Regulation – East

Document Content(s)

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November 17, 2020

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

*Re: PJM Interconnection, L.L.C., Docket No. ER21-421 -000
INTERIM ISA, SA NO. 5848; QUEUE NO. AD1-087/AD2-202, AND
REQUEST FOR SHORTENED COMMENT PERIOD AND PROMPT
COMMISSION ACTION*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,¹ part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,² and Part VI of the PJM Interconnection, L.L.C. ("PJM") Open Access Transmission Tariff ("Tariff"), PJM submits for filing an executed Interim Interconnection Service Agreement ("Interim ISA") among PJM as Transmission Provider, Foxhound Solar, LLC ("Foxhound") as Interconnection Customer, and Appalachian Power Company ("Appalachian" or "AEP") as Interconnected Transmission Owner, designated as Original Service Agreement No. 5848.³ PJM is filing the Foxhound Interim ISA because it contains terms and conditions that do not conform to the form of Interim ISA set forth in Tariff Attachment O-1 ("Interim

¹ 16 U.S.C. § 824d.

² 18 C.F.R. part 35.

³ Interim Interconnection Service Agreement By and Among PJM Interconnection, L.L.C. And Foxhound Solar, LLC And Appalachian Power Company ("Foxhound Interim ISA"). PJM, the Interconnection Customer and the Interconnected Transmission Owner are each a "Party" and collectively, the "Parties."

A copy of the Foxhound Interim ISA is included as Attachment A. Additionally, because the Foxhound Interim ISA filed electronically with this transmittal letter contains electronic signatures and not the Parties' original signatures, a copy of the sheet containing the original signatures is included as Attachment B hereto.

ISA Form”) of the PJM Tariff. The nonconforming provisions are described in more detail in Part III and shown in redline format in Attachment C to this transmittal letter. PJM requests an effective date of October 29, 2020 for the Foxhound Interim ISA.

Additionally, PJM requests a shortened comment period of five days and for the Commission to issue an order accepting this agreement by December 8, 2020, 21 days after filing. PJM is making this request at the behest of Foxhound, as Foxhound has indicated that prompt consideration and acceptance of this filing is needed to allow its project to move forward.

I. DESCRIPTION OF THE FOXHOUND INTERIM ISA

The Foxhound Interim ISA is associated with PJM Queue No. AD1-087/AD2-202, and facilitates the interconnection of the Foxhound Solar Customer Facility to the PJM Transmission System.⁴ The Customer Facility is located in Halifax County, Virginia, and will have a Maximum Facility Output of 83 megawatts.⁵

Section 1.0 lists the Parties to the Interim ISA and states that Appalachian is not the Transmission Owner to whose transmission facilities the Customer Facility will directly interconnect.⁶ Section 4.0(a) states there is a security amount of \$1,320,000 due under the Foxhound Interim ISA, and notes that provisions for the billings and payments are set forth in Schedule C to the agreement. Section 7.0(a) requires Foxhound to enter into an Interconnection Service Agreement (“ISA”) with Virginia Power when one is tendered,

⁴ Foxhound Interim ISA, Specifications section 1.0(a).

⁵ *Id.*, Specifications sections 1.0(b)-(c).

⁶ The Foxhound project will directly interconnect with transmission facilities owned by Virginia Electric and Power Company (“Virginia Power”), another PJM Transmission Owner. Appalachian is an affected Transmission Owner whose transmission facilities will be affected by the proposed interconnection of the Foxhound project to Virginia Power.

and states that the Foxhound Interim ISA will be deemed terminated if Foxhound fails to do so (or fails to request dispute resolution or that the agreement be filed with the Commission unexecuted) within the time frames set forth in the Tariff.

Specifications section 3.0A lists the Network Upgrades and activities subject to this Interim ISA, which include preliminary engineering work and assessing the right-of-way and siting requirements associated with wrecking and rebuilding AEP's existing Danville – East Danville 138 kV line (PJM Network Upgrade n6124). The total Network Upgrades Charge associated with the Foxhound Interim ISA is \$1,320,000.⁷ Schedule C contains additional nonconforming provisions, described below.

II. NONCONFORMING PROVISIONS IN THE FOXOUND INTERIM ISA

The Foxhound Interim ISA contains nonconforming provisions to accommodate the impact of the Foxhound project's interconnection on Appalachian's facilities. These provisions are intended to refine the commercial terms and conditions in the Foxhound Interim ISA given that the Customer Facility will directly interconnect with Virginia Power, which is not a party to the Foxhound Interim ISA, and better reflect the activities to be performed by AEP under the Interim ISA. Moreover, the nonconforming provisions are the result of extensive negotiations between the Parties and will not harm reliability. The Commission has accepted other Interim ISAs containing provisions necessary to recognize the unique nature of the project and better define their commercial terms, and should do the same here.⁸

⁷ Foxhound Interim ISA, specifications section 4.3.

⁸ See *PJM Interconnection, L.L.C.*, Letter Order, Interim Interconnection Service Agreement, Docket No. ER19-1882-000 (June 25, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Original Service Agreement No. 3968, Docket No. ER15-48-000 (Dec. 2, 2014); see also *PJM Interconnection, L.L.C.*, Letter Order,

In response to concerns raised by the Parties during the Foxhound Interim ISA negotiation process, section 1.0 of the Foxhound Interim ISA contains nonconforming language stating the Interconnected Transmission Owner that is party to the Foxhound Interim ISA is not the Transmission Owner whose facilities will directly interconnect with those of the Interconnection Customer. Section 7.0 has been modified to state that Foxhound is obligated to enter an ISA with Virginia Power in order for Interconnection Service to commence, and that the Foxhound Interim ISA will be terminated as of the effective date of any such ISA. Section 7.0 further states the Foxhound Interim ISA will be deemed terminated if Foxhound does not enter into such an ISA, or initiate dispute resolution or request that the ISA be filed unexecuted, within the timelines allowed in the Tariff. Similar language has been included in Schedule C.⁹ The Commission should accept these nonconforming provisions as they add clarity and recognize the fact that the Customer Facility will directly interconnect with Virginia Power's facilities, not Appalachian's. They are also consistent with provisions of section 7.0(a) of the Interim ISA Form, which indicate that the Interconnection Customer must enter into an ISA with the relevant Transmission Owner to obtain Interconnection Service, and allows the Interim ISA to be terminated for failure to do.

Section 3.0 of the Foxhound Interim ISA has been modified as follows:

In order to advance the completion of its interconnection under the PJM Open Access Transmission Tariff ("Tariff"), Interconnection Customer has requested an Interim ISA to begin the work described in section 3.0 of the Attached Specifications and Transmission Provider has determined that

Original Service Agreement No. 5471, Docket No. ER19-2802-000 (Oct. 29, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Interim Interconnection Service Agreement, Docket No. ER16-1233-000 (Apr. 14, 2016).

⁹ Foxhound Interim ISA, Schedule C (Provisions Regarding Obligation to Enter Into an Interconnection Service Agreement).

Interconnection Customer is eligible under the Tariff to obtain this Interim ISA.

In addition, phrases such as “the acquisition, design, construction and/or installation of certain materials and equipment” that appear in the Interim ISA Form have been replaced with “performing the work” or “the work.”¹⁰ The phrase “if any” has been added to section 9.0 of the Foxhound Interim ISA because specifications section 3.0 does not require any transmission facilities to be constructed. These changes add clarity as to the purpose of the agreement and the scope of activities to be performed under the agreement.

Section 5.0 has been modified to add the phrase “or upon the date otherwise specified by FERC” to read as follows: “This Interim ISA shall be effective on the date it is executed by all Interconnection Parties or upon the date otherwise specified by FERC” While nonconforming, this provision simply provides that if the Commission assigns a different effective date to the Foxhound Interim ISA, that date will be the effective date. This also is consistent with the language in section 4.0 of the form of ISA (“ISA Form”) and section 4.1 of the form of Interconnection Construction Service Agreement (“ICSA” and “ICSA Form”) set forth in the Tariff.¹¹

Additionally, Schedule C of the Foxhound Interim ISA includes Non-Standard Terms and Conditions, which impose commercial terms and conditions that largely mirror similar provisions set forth in PJM’s ISA and ICSA Forms. These nonconforming provisions consist of the following:

- Additional Provisions for Breach, Cure and Default – these provisions largely emulate comparable provisions set forth in Appendix 2, section 15, of the ISA Form

¹⁰ Foxhound Interim ISA, sections 4.0(a) and (b), 7(a) and (b), 10.0.

¹¹ PJM’s ISA Form and ICSA Form are set forth in Tariff, Attachments O and P, respectively.

and Appendix 2, section 13, of the ICSA Form, with revisions necessary to reflect that this agreement is an Interim ISA rather than an ISA or ICSA.¹²

- Additional Provisions for Billings and Payments – Schedule C’s language for the issuance and payment of invoices and payments to the Interconnected Transmission Owner, clarifying the Parties’ obligations in the event of a billing dispute, establishing the amount of interest due, and providing that payment of an invoice does not constitute waiver of any responsibility, obligations or claims of Foxhound are similar to the provisions set forth in Appendix 2, sections 11.2.2 and 11.2.4-11.2.6, of the ISA Form, and Appendix 2, sections 9.2 and 9.4-9.6, of the ICSA Form, again with revisions necessary to reflect that this agreement is an Interim ISA rather than an ISA or ICSA.¹³
- Additional Provisions for Limitation of Liability – these provisions are virtually identical to the provisions set forth in Appendix 2, section 14.5, of the ISA Form and Appendix 2, section 12.5, of the ICSA Form, again with minor revisions necessary to reflect that this agreement is an Interim ISA rather than an ISA or ICSA.¹⁴
- Additional Provision for Use of Resources – this provision is similar to language contained in Appendix 2, sections 18.1 through 18.2, of the ISA Form, and Appendix 2, sections 16.1 and 16.2, of the ICSA Form and clarifies that AEP has the right to use its affiliates and subcontractors to perform its duties under the Foxhound Interim ISA.
- Additional Provisions for Force Majeure – these provisions are almost identical to those contained in Appendix 2, section 15, of the ICSA Form, except the term Construction Party is not used.¹⁵

¹² For example, provisions related to access rights, the continued provision of data, continued operation, and providing notice to Project Finance Entities, *see* ISA Form, Appendix 2, sections 15.1(d), 15.2 and 15.3, have been removed as not applicable or not necessary for this Interim ISA.

¹³ For example, provisions related to the Option to Build and issuance of a final invoice have been omitted. *See* ISA Form, Appendix 2, sections 11.2.2 and 11.2.3, and ICSA Form, Appendix 2, section 9.2 and 9.3.

¹⁴ For example, the cross references to other sections of the ISA and ICSA Forms were omitted, and the term “Construction Parties” is not used.

¹⁵ In addition to these provisions, a reference to Schedules C was added to the Schedules cover page. The first paragraph of Schedule C adds a definition of Party and Parties, which serves to clarify the terminology used in Schedule C. The second full paragraph contains language regarding Foxhound’s obligation to enter into an ISA with Virginia Power, which is addressed above. Schedule C also incorporates the confidentiality provisions set forth in Tariff, section 223. This is consistent with the provisions of the Foxhound Interim ISA stating “[a]ll portions of the Tariff and the Operating Agreement pertinent to the subject of this Interim ISA are incorporated herein and made a part hereof.” Foxhound Interim ISA, section 17.0.

As noted above, each of these provisions was agreed to by, and is the result of extensive negotiations between, the Parties, and serves to clarify the commercial terms and conditions of the Foxhound Interim ISA, and none of these provisions will adversely affect reliability. Acceptance of these provisions is also critical to permit Foxhound to move forward with its proposed interconnection and development of the Customer Facility. PJM therefore respectfully request that the Commission accept the Foxhound Interim ISA with these nonconforming provisions.

III. REQUEST FOR SHORTENED COMMENT PERIOD AND PROMPT COMMISSION ACTION

PJM, in response to a request from Foxhound, respectfully requests a shortened comment period on this filing of five days, and for the Commission to issue an order by December 8, 2020, accepting the Foxhound Interim ISA to be effective October 29, 2020. This expedited treatment is being requested because the development timeline for the Danville – East Danville 138 kV line upgrade project could be as long as 36 months. In order to maintain the scheduled 2023 Commercial Operation Date for the Foxhound project, Foxhound has requested that the work contemplated under the Foxhound Interim ISA begin immediately and for the instant filing to include a request for expedited Commission review. Foxhound has indicated that prompt Commission action and acceptance of the Foxhound Interim ISA is necessary to avoid any delay in the completion

of the Network Upgrades that are the subject of that agreement to ensure deliverability of the output of the Customer Facility in 2023.

IV. WAIVER AND EFFECTIVE DATE

PJM requests an effective date of October 29, 2020, for the Foxhound Interim ISA. This requested effective date is appropriate because the Foxhound Interim ISA is being filed within 30 days of the commencement of service under the agreement.¹⁶

V. DOCUMENTS ENCLOSED

In addition to the transmittal letter, PJM encloses the following with this filing:

1. Attachment A: Foxhound Interim ISA, Service Agreement No. 5848;
2. Attachment B: Copy of Sheet Containing Original Signatures to the Foxhound Interim ISA; and
3. Attachment C: Redlined Pages Showing the Nonconforming Language in the Foxhound Interim ISA.

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:¹⁷

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

Wendy B. Warren
David S. Berman
WRIGHT & TALISMAN, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005-3898
202-393-1200 (phone)
202-393-1240 (fax)
warren@wrightlaw.com
berman@wrightlaw.com

¹⁶ See 18 C.F.R. § 35.3(a)(2).

¹⁷ To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

Jeanine S. Watson
Senior Counsel
PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403
610-666-4438 (phone)
610-716-9558 (cell)
610-666-8211 (fax)
jeanine.watson@pjm.com

VII. SERVICE

PJM has served a copy of this filing on Foxhound, AEP, and the affected state regulatory commissions within the PJM Region.

VIII. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept the Foxhound Interim ISA for filing effective October 29, 2020. PJM further requests that the Commission grant the request for a shortened comment period and that the Commission

issue an order by December 8, 2020 accepting the Foxhound Interim ISA to be effective as of the date requested.

Respectfully submitted,

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

/s/ David S. Berman
Wendy B. Warren
David S. Berman
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
202-393-1200 (phone)
202-393-1240 (fax)
warren@wrightlaw.com
berman@wrightlaw.com

**Counsel for
PJM Interconnection, L.L.C.**

Jeanine S. Watson
Senior Counsel
PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403
610-666-4438 (phone)
610-716-9558 (cell)
610-666-8211 (fax)
jeanine.watson@pjm.com

Attachment A

Foxhound Interim ISA, Service Agreement No. 5848

INTERIM INTERCONNECTION SERVICE AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
and
Foxhound Solar, LLC
and
Appalachian Power Company**

(PJM Queue Position #AD1-087/AD2-202)

- 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”), Foxhound Solar, LLC (“Interconnection Customer”), and Appalachian Power Company (“Interconnected Transmission Owner”). Interconnected Transmission Owner is not the Transmission Owner whose facilities will be directly interconnected with those of the Interconnection Customer.
- 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 to begin the work described in section 3.0 of the Attached Specifications 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 \$1,320,000, which amount equals the estimated costs, determined in accordance with Section 217 of the Tariff, of performing the work 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 that it will be responsible for the actual costs of the work described in the Specifications, whether greater or lesser than the amount of the

payment security provided under this section. Provisions for billings and payments are set forth in Schedule C attached hereto.

(b) Interconnection Customer acknowledges (1) that the purpose of this Interim ISA is to expedite, at Interconnection Customer's request, certain work, 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 system impact study(ies), dated December 13, 2018, 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 perform the work 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 or upon the date otherwise specified by FERC 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 work 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 Virginia Electric & Power Company as Interconnected Transmission Owner as specified in Schedule C (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. This Interim ISA shall be terminated as of the effective date of such Interconnection Service Agreement between PJM, Interconnection Customer and Virginia Electric & Power Company. 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, this Interim ISA shall be deemed terminated as of end of the time prescribed by the Tariff.

(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 work 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, if any, 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 the work 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 work, 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.
2750 Monroe Blvd.
Audubon, PA 19403

Interconnection Customer

Foxhound Solar, LLC
330 Congress Street, 6th Floor
Boston, MA 02210
Attn: General Counsel
Email: contracts@longroadenergy.com

Interconnected Transmission Owner

Appalachian Power Company
c/o Robert Pennybaker, Director – System Interconnections
American Electric Power Service Corporation
212 E 6th St. – 4th Floor
Tulsa, OK 74119
Email: rlpennybaker@aep.com

Cc: John W. Seidensticker, Senior Counsel
American Electric Power Service Corporation
1 Riverside Plaza – 29th Floor
Columbus, OH 43215
Email: jwseidensticker@aep.com

- 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 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 20.1.1 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 all Wind or Non-synchronous Generation Facilities. To the extent required, Schedule B to this Interim ISA sets forth interconnection requirements for all wind or non-synchronous generation facilities 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 #AD1-087/AD2-202)

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

By: <u>/s/ Jason Connell</u>	<u>Manager, Interconnection Projects</u>	<u>10/29/2020</u>
Name	Title	Date

Printed name of signer: Jason Connell

Interconnection Customer: Foxhound Solar, LLC

By: <u>/s/ Michael Alvarez</u>	<u>COO</u>	<u>10/26/2020</u>
Name	Title	Date

Printed name of signer: Michael Alvarez

Interconnected Transmission Owner: Appalachian Power Company

By: <u>/s/ Robert W. Bradish</u>	<u>VP Transmission Grid Development</u>	<u>10/29/2020</u>
Name	Title	Date

Printed name of signer: Robert W. Bradish

**SPECIFICATIONS FOR
INTERIM INTERCONNECTION SERVICE AGREEMENT**

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

**And
Foxhound Solar, LLC
And
Appalachian Power Company**

(PJM Queue Position #AD1-087/AD2-202)

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

a. Name of Customer Facility:

Foxhound Solar

b. Location of Customer Facility:

Halifax County, VA

c. Size in megawatts of Customer Facility:

For Generation Interconnection Customer:

Maximum Facility Output of 83 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

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

Non-Direct Connection Network Upgrades:

Complete the following activities for PJM Network Upgrade n6124, which consists of wrecking the existing Danville – East Danville 138 kV line and rebuilding it:

- Schedule meeting between Interconnected Transmission Owner and Interconnected Customer within twenty (20) business days of the effective date of this Interim ISA;
- Perform preliminary engineering; and
- Assess right-of-way and siting requirements for the line rebuild. Conduct preliminary preparations for right-of-way acquisitions and applications for required permits. Interconnected Transmission Owner is not required to

commence right-of-way acquisition or submit any permitting applications under this Interim ISA.

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:	\$1,320,000

4.4 Cost Breakdown:

\$990,000	Direct Labor
\$0	Direct Material
\$330,000	Indirect Labor
\$0	Indirect Material
\$1,320,000	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 – NON-STANDARD TERMS AND 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 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Interconnection Customer agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, 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 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 ALL WIND AND NON-SYNCHRONOUS GENERATION FACILITIES

A. Voltage Ride Through Requirements

The Customer Facility shall be designed to remain in service (not trip) for voltages and times as specified for the Eastern Interconnection in Attachment 1 of NERC Reliability Standard PRC-024-1, and successor Reliability Standards, for both high and low voltage conditions, irrespective of generator size, subject to the permissive trip exceptions established in PRC-024-1 (and successor Reliability Standards).

B. Frequency Ride Through Requirements

The Customer Facility shall be designed to remain in service (not trip) for frequencies and times as specified in Attachment 2 of NERC Reliability Standard PRC-024-1, and successor Reliability Standards, for both high and low frequency condition, irrespective of generator size, subject to the permissive trip exceptions established in PRC-024-1 (and successor Reliability Standards).

C. Supervisory Control and Data Acquisition (SCADA) Capability

The wind or non-synchronous 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 or non-synchronous generation facility Interconnection Customer shall determine what SCADA information is essential for the proposed wind or non-synchronous 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.

D. Meteorological Data Reporting Requirement (Applicable to wind generation facilities only)

The wind generation facility shall, at a minimum, be required to provide the Transmission Provider with site-specific meteorological data including:

- Temperature (degrees Fahrenheit)
- Wind speed (meters/second)
- Wind direction (degrees from True North)
- Atmosphere pressure (hectopascals)
- Forced outage data (wind turbine and MW unavailability)

The Transmission Provider and Interconnection Customer may mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Such additional mutually agreed upon requirements for

meteorological and forced outage data are set forth below:
NOT APPLICABLE FOR THIS INTERIM ISA

SCHEDULE C

NON-STANDARD TERMS AND CONDITIONS

Additional Definitions

For purposes of this Schedule C, the term “Party” shall mean the Transmission Provider, Interconnection Customer or Interconnected Transmission Owner (collectively, “Parties”).

Provisions Regarding Obligation to Enter Into an Interconnection Service Agreement

For purposes of this Interim ISA, the Interconnected Transmission Owner is Appalachian Power Company, the Transmission Owner whose facilities must be upgraded pursuant to the Facilities Study, but whose facilities are not directly interconnected with those of the Interconnection Customer. Because Appalachian Power Company is not the Transmission Owner whose facilities are directly interconnected with those of the Interconnection Customer, Interconnection Customer is not required to enter into a final Interconnection Service Agreement with Transmission Provider and Appalachian Power Company as provided in Section 7.0(a) of this Interim ISA. The final Interconnection Service Agreement required by Section 7.0(a) of this Interim ISA will be entered into by and among Interconnection Customer, Transmission Provider, and Virginia Electric and Power Company.

Additional Provisions for Breach, Cure and Default

I. Breach:

A Breach of this Interim ISA shall include:

- (a) The failure to pay any amount when due;
- (b) The failure to comply with any material term or condition of this Interim ISA; and
- (c) Assignment of the Interim ISA in a manner inconsistent with its terms.

II. Notice of Breach:

An Interconnection Party not in Breach shall give written notice of an event of Breach to the Breaching Party, to Transmission Provider and to other persons that the Breaching Party identifies in writing to the other Interconnection Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

III. Cure and Default:

An Interconnection Party that commits a Breach and does not take steps to cure the Breach pursuant to this Schedule C is in Default of this Interim ISA.

IV. Cure of Breach:

Except for the event of Breach set forth in Section I.(a) of this Schedule C, the Breaching Interconnection Party (a) may cure the Breach within thirty days from the receipt of such notice; or (b) if the Breach cannot be cured within thirty (30) days, may commence in good faith all steps that are reasonable and appropriate to cure the Breach within such thirty day time period and thereafter diligently pursue such action to completion. In an event of Breach set forth I.(a) of this Schedule C, the Breaching Interconnection Party may cure the Breach within five (5) days from the receipt of notice of the Breach.

VI. Right to Compel Performance:

Notwithstanding the foregoing, upon the occurrence of an event of Default, a non-Defaulting Interconnection Party shall be entitled to (a) commence an action to require the Defaulting Interconnection Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, (b) withhold payments, (c) suspend performance hereunder, and (d) exercise such other rights and remedies as it may have in equity or at law.

VII. Remedies Cumulative:

Any claim or dispute that any Interconnection Party may have against another arising out of the Interconnection Service Agreement may be submitted for resolution in accordance with the dispute resolution provisions of the Tariff. Subject to this provisions, no remedy conferred by any provision of Interim ISA is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

Additional Provisions for Billings and Payments

The following provisions shall apply with respect to charges for the Costs of the Interconnected Transmission Owner for which the Interconnection Customer is responsible.

I. Invoice:

The Interconnected Transmission Owner shall provide Transmission Provider a quarterly invoice for the Interconnected Transmission Owner's scheduled expenditures during the next three months for the work for which the Interconnected Transmission Owner is responsible under this Interim ISA. Transmission Provider shall invoice Interconnection Customer on behalf of the Interconnected Transmission Owner, for the Interconnected Transmission Owner's expected Costs during the subsequent three months. Interconnection Customer shall pay each invoice

within twenty (20) days after receipt thereof. Upon receipt of each of Interconnection Customer's payments of such invoices, Transmission Provider shall reimburse the Interconnected Transmission Owner.

III. Disputes:

In the event of a billing dispute between any of the Parties hereto, the Transmission Provider and the Interconnected Transmission Owner shall continue to perform respective obligations pursuant to this Interim ISA so long as (a) Interconnection Customer continues to make all payments not in dispute, and (b) the Security held by the Transmission Provider while the dispute is pending exceeds the amount in dispute, or (c) Interconnection Customer pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet any of these requirements, then Transmission Provider shall so inform the other Parties and Transmission Provider or the Interconnected Transmission Owner may provide notice to Interconnection Customer of a Breach as set forth above.

IV. Interest:

Interest on any unpaid, delinquent amounts shall be calculated in accordance with the methodology specified for interest on refunds in the FERC's regulations at 18 C.F.R. Section 35.19a(a)(2)(iii) and shall apply from the due date of the bill to the date of payment.

V. No Waiver:

Payment of an invoice shall not relieve Interconnection Customer from any other responsibilities or obligations it has under this Interim ISA, nor shall such payment constitute a waiver of any claims arising hereunder.

Additional Provision for Limitation of Liability

The liability of a Party under this Interim ISA shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances shall any Party or its Affiliates, directors, officers, employees and agents, or any of them, be liable to another Party hereto, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The limitations on damages specified in this section are without regard to the cause or causes related thereto, including the negligence of a Party, whether such negligence be sole, joint or concurrent, or active or passive. The provisions of this section shall survive the termination or expiration of this Interim ISA.

Additional Provision for Confidentiality

The Parties specifically agree that the confidentiality provisions set forth in Section 223 of the Tariff are incorporated herein and made a part hereof.

Additional Provision for Use of Resources

Nothing in this Interim ISA shall prevent Interconnected Transmission Owner from utilizing the services of its affiliates and subcontractors as it deems appropriate to perform its obligations hereunder, provided, however, that Interconnected Transmission Owner shall require its subcontractors to comply with all applicable terms and conditions of this Interim ISA in providing such services. Interconnected Transmission Owner shall be fully responsible to each other Parties hereto for the acts and/or omissions of its affiliates and any subcontractors it hires.

Additional Provision for Force Majeure

I. Notice:

A Party that is unable to carry out an obligation imposed on it by this Interim ISA due to Force Majeure shall notify each other Party hereto in writing or by telephone within a reasonable time after the occurrence of the cause relied on.

II. Duration of Force Majeure:

A Party shall not be responsible for any non-performance or considered in Breach or Default under this Interim ISA, for any non-performance, any interruption or failure of service, deficiency in the quality or quantity of service, or any other failure to perform any obligation hereunder to the extent that such failure or deficiency is due to Force Majeure. A Party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the Party exercises reasonable efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such Party shall resume performance and give prompt notice thereof to each other Party hereto.

III. Obligation to Make Payments:

Any Party's obligation to make payments for services shall not be suspended by Force Majeure.

IV. Definition of Force Majeure:

For the purposes of this section, an event of force majeure shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. Force majeure does not include (i) a failure of performance that is due to an affected Party's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Party

fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected party.

Attachment B

Copy of Sheet Containing Original Signatures to the Foxhound Interim ISA

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 #AD1-087/AD2-202)

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

DocuSigned by:
By: Jason Connell Manager, Interconnection Projects 10/29/2020
44B7EC79BD504DA...
Name Title Date

Printed name of signer: Jason Connell

Interconnection Customer: Foxhound Solar, LLC

DocuSigned by:
By: Michael Alvarez COO 10/26/2020
95A9D48C83404FE...
Name Title Date

Printed name of signer: Michael Alvarez

Interconnected Transmission Owner: Appalachian Power Company

DocuSigned by:
By: Robert W. Bradish VP Transmission Grid Development 10/29/2020
3B6167DD787D494...
Name Title Date

Printed name of signer: Robert W. Bradish

Attachment C

Redlined Pages Showing the Nonconforming Language in the Foxhound Interim ISA

INTERIM INTERCONNECTION SERVICE AGREEMENT

By and Among
PJM Interconnection, L.L.C.
and
Foxhound Solar, LLC
and
Appalachian Power Company

(PJM Queue Position #AD1-087/AD2-202)

- 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”), Foxhound Solar, LLC (“Interconnection Customer”), and Appalachian Power Company (“Interconnected Transmission Owner”). Interconnected Transmission Owner is not the Transmission Owner whose facilities will be directly interconnected with those of the Interconnection Customer.
- 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 to begin the work described in section 3.0 of the Attached Specifications 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 \$1,320,000, which amount equals the estimated costs, determined in accordance with Section 217 of the Tariff, of ~~acquiring, designing, constructing and/or installing the facilities~~performing the work 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~~work 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. Provisions for billings and payments are set forth in Schedule C attached hereto.~~

(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~~ certain work, 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 system impact study(ies), dated December 13, 2018, 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~~ perform the work 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 or upon the date otherwise specified by FERC 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~~ work 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~~ Virginia Electric & Power Company as Interconnected Transmission Owner as specified in Schedule C (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. This Interim ISA shall be terminated as of the effective date of such Interconnection Service Agreement between PJM, Interconnection Customer and Virginia Electric & Power Company. 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~~ this Interim ISA shall be deemed terminated as of end of the time prescribed by the Tariff.

(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~~ work 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, if any, 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~~the work 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~~work, 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.

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 – NON-STANDARD TERMS AND CONDITIONS

SCHEDULE C

NON-STANDARD TERMS AND CONDITIONS

Additional Definitions

For purposes of this Schedule C, the term “Party” shall mean the Transmission Provider, Interconnection Customer or Interconnected Transmission Owner (collectively, “Parties”).

Provisions Regarding Obligation to Enter Into an Interconnection Service Agreement

For purposes of this Interim ISA, the Interconnected Transmission Owner is Appalachian Power Company, the Transmission Owner whose facilities must be upgraded pursuant to the Facilities Study, but whose facilities are not directly interconnected with those of the Interconnection Customer. Because Appalachian Power Company is not the Transmission Owner whose facilities are directly interconnected with those of the Interconnection Customer, Interconnection Customer is not required to enter into a final Interconnection Service Agreement with Transmission Provider and Appalachian Power Company as provided in Section 7.0(a) of this Interim ISA. The final Interconnection Service Agreement required by Section 7.0(a) of this Interim ISA will be entered into by and among Interconnection Customer, Transmission Provider, and Virginia Electric and Power Company.

Additional Provisions for Breach, Cure and Default

I. Breach:

A Breach of this Interim ISA shall include:

- (a) The failure to pay any amount when due;
- (b) The failure to comply with any material term or condition of this Interim ISA; and
- (c) Assignment of the Interim ISA in a manner inconsistent with its terms.

II. Notice of Breach:

An Interconnection Party not in Breach shall give written notice of an event of Breach to the Breaching Party, to Transmission Provider and to other persons that the Breaching Party identifies in writing to the other Interconnection Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

III. Cure and Default:

An Interconnection Party that commits a Breach and does not take steps to cure the Breach pursuant to this Schedule C is in Default of this Interim ISA.

IV. Cure of Breach:

Except for the event of Breach set forth in Section I.(a) of this Schedule C, the Breaching Interconnection Party (a) may cure the Breach within thirty days from the receipt of such notice; or (b) if the Breach cannot be cured within thirty (30) days, may commence in good faith all steps that are reasonable and appropriate to cure the Breach within such thirty day time period and thereafter diligently pursue such action to completion. In an event of Breach set forth I.(a) of this Schedule C, the Breaching Interconnection Party may cure the Breach within five (5) days from the receipt of notice of the Breach.

VI. Right to Compel Performance:

Notwithstanding the foregoing, upon the occurrence of an event of Default, a non-Defaulting Interconnection Party shall be entitled to (a) commence an action to require the Defaulting Interconnection Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, (b) withhold payments, (c) suspend performance hereunder, and (d) exercise such other rights and remedies as it may have in equity or at law.

VII. Remedies Cumulative:

Any claim or dispute that any Interconnection Party may have against another arising out of the Interconnection Service Agreement may be submitted for resolution in accordance with the dispute resolution provisions of the Tariff. Subject to this provisions, no remedy conferred by any provision of Interim ISA is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

Additional Provisions for Billings and Payments

The following provisions shall apply with respect to charges for the Costs of the Interconnected Transmission Owner for which the Interconnection Customer is responsible.

I. Invoice:

The Interconnected Transmission Owner shall provide Transmission Provider a quarterly invoice for the Interconnected Transmission Owner's scheduled expenditures during the next three months for the work for which the Interconnected Transmission Owner is responsible under this Interim ISA. Transmission Provider shall invoice Interconnection Customer on behalf of the Interconnected Transmission Owner, for the Interconnected Transmission Owner's expected Costs during the subsequent three months. Interconnection Customer shall pay each invoice

within twenty (20) days after receipt thereof. Upon receipt of each of Interconnection Customer's payments of such invoices, Transmission Provider shall reimburse the Interconnected Transmission Owner.

III. Disputes:

In the event of a billing dispute between any of the Parties hereto, the Transmission Provider and the Interconnected Transmission Owner shall continue to perform respective obligations pursuant to this Interim ISA so long as (a) Interconnection Customer continues to make all payments not in dispute, and (b) the Security held by the Transmission Provider while the dispute is pending exceeds the amount in dispute, or (c) Interconnection Customer pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet any of these requirements, then Transmission Provider shall so inform the other Parties and Transmission Provider or the Interconnected Transmission Owner may provide notice to Interconnection Customer of a Breach as set forth above.

IV. Interest:

Interest on any unpaid, delinquent amounts shall be calculated in accordance with the methodology specified for interest on refunds in the FERC's regulations at 18 C.F.R. Section 35.19a(a)(2)(iii) and shall apply from the due date of the bill to the date of payment.

V. No Waiver:

Payment of an invoice shall not relieve Interconnection Customer from any other responsibilities or obligations it has under this Interim ISA, nor shall such payment constitute a waiver of any claims arising hereunder.

Additional Provision for Limitation of Liability

The liability of a Party under this Interim ISA shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances shall any Party or its Affiliates, directors, officers, employees and agents, or any of them, be liable to another Party hereto, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The limitations on damages specified in this section are without regard to the cause or causes related thereto, including the negligence of a Party, whether such negligence be sole, joint or concurrent, or active or passive. The provisions of this section shall survive the termination or expiration of this Interim ISA.

Additional Provision for Confidentiality

The Parties specifically agree that the confidentiality provisions set forth in Section 223 of the Tariff are incorporated herein and made a part hereof.

Additional Provision for Use of Resources

Nothing in this Interim ISA shall prevent Interconnected Transmission Owner from utilizing the services of its affiliates and subcontractors as it deems appropriate to perform its obligations hereunder, provided, however, that Interconnected Transmission Owner shall require its subcontractors to comply with all applicable terms and conditions of this Interim ISA in providing such services. Interconnected Transmission Owner shall be fully responsible to each other Parties hereto for the acts and/or omissions of its affiliates and any subcontractors it hires.

Additional Provision for Force Majeure

I. Notice:

A Party that is unable to carry out an obligation imposed on it by this Interim ISA due to Force Majeure shall notify each other Party hereto in writing or by telephone within a reasonable time after the occurrence of the cause relied on.

II. Duration of Force Majeure:

A Party shall not be responsible for any non-performance or considered in Breach or Default under this Interim ISA, for any non-performance, any interruption or failure of service, deficiency in the quality or quantity of service, or any other failure to perform any obligation hereunder to the extent that such failure or deficiency is due to Force Majeure. A Party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the Party exercises reasonable efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such Party shall resume performance and give prompt notice thereof to each other Party hereto.

III. Obligation to Make Payments:

Any Party's obligation to make payments for services shall not be suspended by Force Majeure.

IV. Definition of Force Majeure:

For the purposes of this section, an event of force majeure shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. Force majeure does not include (i) a failure of performance that is due to an affected Party's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Party

fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected party.