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January 11, 2008

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Via Federal Express Overnight Delivery

FEDERAL ENERGY
REGULATORY COMMISSION

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. ER08-438-000

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" or "FERC") regulations, 18 C.F.R. part 35, PJM Interconnection, L.L.C. ("PJM") submits for filing an executed Wholesale Market Participation Agreement ("WMPA") among PJM, WM Renewable Energy, L.L.C. ("WM Renewable") and Virginia Electric and Power Company ("Dominion"), last executed on December 6, 2007. PJM is submitting this agreement for filing because WM Renewable intends to sell to a wholesale third-party purchaser (not Dominion) the output from a generating facility connected to Dominion's non-jurisdictional distribution facilities. The WMPA is designated as Original Service Agreement No. 1820. The complete WMPA is included as Attachment A to this transmittal letter. The WMPA will facilitate WM Renewable's intent to sell the output of the generating facility to the referenced third-party purchaser.

In addition, PJM previously filed with the Commission an Interconnection Service Agreement ("ISA") among PJM, WM Renewable and Dominion for these wholesale transactions to the third-party purchaser in Docket No. ER07-1205. However, on December 5, 2007, the

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Commission issued a final order finding that the ISA was dismissed for lack of jurisdiction. In response thereto, PJM and WM Renewables each filed separate Requests for Rehearing on January 4, 2008. PJM advised WM Renewables that while the Commission is considering the Request for Rehearing, in order for WM Renewables to engage in wholesale transactions to the third-party purchaser, it and Dominion would have to execute a WMPA. The parties did execute the WMPA, which is the subject of the filing at hand.

I. Background

On February 22, 2006 the Commission issued the GSG Order¹ which held that the interconnection of a generator to non-jurisdictional distribution facilities is not, in and of itself, action regulated by the Federal Power Act.² The Commission further stated that the distribution facilities do become FERC jurisdictional once a wholesale transaction occurs on the system. This action would therefore render any subsequent interconnection to the relevant distribution facilities Commission jurisdictional.

PJM routinely receives requests from generation developers seeking to interconnect at a distribution level, in order to participate in sales to PJM's markets. Where the relevant facilities are non-jurisdictional (because there exists no previously interconnected generator engaging in wholesale transactions) and in light of the GSG Order, PJM developed the WMPA as a contractual means to address these requests and provide to all affected parties a process to enable PJM to properly track and study this category of generator interconnection as well as to facilitate the generator's participation in PJM's organized wholesale markets. The WMPA also serves to establish important revenue and (if necessary) operational metering requirements in order to give

¹ *PJM Interconnection, L.L.C.*, 114 FERC ¶ 61,191 (2006) ("GSG Order")

² See *PJM Interconnection, L.L.C.*, 116 FERC ¶ 61,102 (July 31, 2006) (Order Denying Rehearing and Clarification and noting the FPA denies the Commission jurisdiction "over facilities used in local distribution."). The Order denies Requests for Rehearing filed by GSG, the American Wind Energy Association, and Mendota Hills.

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PJM visibility to pay the generator for output and for potential operational security requirements.

In rare instances, a non-jurisdictional interconnection could impact the integrated transmission system. The WMPA process allows PJM to ensure that this contingency is studied and corrected, if action is required.

At this time FERC has previously accepted a number of WMPAs in earlier filings involving other participants. The instant filing is in the same form as the earlier submittals, such as those filed in Docket Nos. ER06-1452-000, ER06-1453-000, ER06-1343-000, ER07-206-000, ER07-332-000 and ER07-199-000.

II. The WMPA Establishes Reasonable Requirements to Enable Wholesale Transactions Subject to the Commission's Jurisdiction

The instant WMPA is filed pursuant to the Commission's jurisdiction under Section 205 of the Federal Power Act and the Commission's independent jurisdictional authority over wholesale sales of electric energy. The intended transactions to be effected under the WMPA include the wholesale sale of electric energy and related products into PJM's markets. These transactions plainly constitute regulated wholesale transactions pursuant to section 201(b)(1) of the Federal Power Act.³ Under the Federal Power Act, the Commission has broad jurisdiction to regulate the wholesale sale of electricity in interstate commerce.⁴ As noted, the transactions will originate over facilities that are not Commission jurisdictional, namely the distribution facilities. In such circumstances, the Commission parses the transaction so as to apply jurisdiction to only those aspects of the transaction that are

³ Specifically, the Federal Power Act applies "to the transmission of electric energy in interstate commerce *and* to the sale of electric energy at wholesale in interstate commerce." 16 U.S.C. § 824(b)(1) (*emphasis added*).

⁴ See 16 U.S.C. § 824d(d) ("Unless the Commission otherwise orders, no change shall be made by any public utility in any such rate, charge, classification, or service, or in any rule, regulation, or contract relating thereto, except after sixty days' notice to the Commission and to the public.").

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Commission jurisdictional. For example, the Commission applies this logic to determine jurisdiction over an interconnection on a facility used for both retail and wholesale transactions as discussed in Order No. 2003,⁵ by segregating the jurisdictional transaction from the retail sales. The Commission noted: "where the "distribution" facilities have a dual use, i.e. the facilities are used for both wholesale sales and retail sales, the Final Rule applies to interconnections to these facilities only for the purpose of making sales of electric energy for resale in interstate commerce."⁶ The Commission bifurcates the use of the facility and applies its jurisdiction only to the applicable transaction, the wholesale sale. Here, the generator's use of, and taking of service over, the distribution facilities does not diminish the Commission's independent jurisdiction to regulate the generator's sale of energy and related products in PJM's organized wholesale markets.

This logic is consistently applied in other areas of Commission jurisdiction as well. For example, the Commission applied similar reasoning when it determined it has jurisdiction to require transmission service over non-jurisdictional local distribution facilities in *Tex-La Electric Cooperative of Texas, Inc.*⁷ The Commission noted that the Commission retained authority to order transmission service pursuant to Section 211 of the Federal Power Act, regardless of any local distribution function of the facilities involved, . . . and transmission services may encompass the use of facilities that in other contexts would be

⁵ See *Detroit Edison Co. v. FERC*, 334 F.3d 48, 51 (D.C. Cir. 2003) (explaining that the Commission has jurisdiction "over all wholesale service," including wholesale transactions that occur over "local distribution" facilities); See also *PJM Interconnection*, 116 FERC ¶ 61,102 (July 31, 2006) at P 22. ("Because no wholesale transaction is being conducted on Dominion's distribution facilities, we find there is no Commission-jurisdictional use of the facilities." Hence, a wholesale transaction would be a jurisdictional use.).

⁶ Order No. 2003 at P 804; *Accord* Order No. 2003-C at P 53.

⁷ *Tex-La Electric Cooperative of Texas, Inc.*, 67 FERC ¶ 61,019, *final order*, 69 FERC ¶ 61,269 (1994); See *Laguna Irrigation District*, 95 FERC ¶ 61,305 (2001) *aff'd sub nom. Pacific Gas & Electric Co. v. FERC*, 44 Fed Appx. 170 (9th Cir. 2002).

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classified as distribution facilities.⁸ Similarly in Laguna Irrigation District the Commission noted that wholesale customers should be allowed the protection of the Federal Power Act, Sec. 210, based merely on the label attached to the facilities to which they interconnect.⁹

Therefore, as the WMPA addresses the terms and conditions necessary for the generator to make wholesale sales into PJM's markets, PJM applies the same reasoning and believes that an agreement enabling such sales (the WMPA) similarly falls within the Commission's jurisdiction.

Should the Commission disagree and decide not to exercise jurisdiction over the WMPA, PJM will nonetheless require its execution by similarly situated generators and transmission owners as a matter of contract. The matters addressed by the WMPA are essential in preserving the continued integrity of PJM's functions as a grid operator and market administrator; and as such, are properly deemed reasonable conditions of entry, like other RTO membership requirements, for a generator electing to participate in PJM's voluntary markets.

III. The WMPA Applies to Wholesale Sales Only

PJM submitted the WMPA for filing because the WMPA is a new form of agreement not presently contained in either the PJM Open Access Transmission Tariff ("PJM Tariff") or the PJM Operating Agreement. The WMPA applies only to wholesale transactions and is not intended to govern the actual physical interconnection of a generating facility to the distribution system. Therefore, it is immaterial whether the WMPA concerns a new interconnection to a distribution system, or a pre-existing interconnection on a distribution system where the pre-existing generator subsequently elects to participate in the PJM

⁸ Id at 61,056 n. 36 (emphasis in original).

⁹ *Laguna Irrigation District*, 95 FERC ¶ 61,305 (2001) *aff'd sub nom. Pacific Gas & Electric Co. v. FERC*, 44 Fed Appx. 170 (9th Cir. 2002).

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markets. The WMPA will be initiated for the purpose of facilitating the wholesale sale and not the interconnection. To date, generator market participants connecting to the distribution system have been receptive to the use of the WMPA as a means to facilitate future sales into PJM's markets, and to support the state interconnection processes as well. Further the WMPA allows a vehicle for PJM to examine the potential reliability impacts the interconnection may have on the grid.

As the GSG Order directs,¹⁰ interconnection to the distribution system is not FERC jurisdictional until wholesale sales begin on the system. Hence PJM's Tariff would not apply to govern the terms and conditions of the physical interconnection, including the attachment of facilities and terms of use and charges for distribution service needed to afford the generator access to the PJM transmission system. Again, PJM's interest is ensuring sufficient visibility and where necessary control over generation that is participating as a Market Seller under the PJM Operating Agreement.¹¹

IV. The WMPA Differs From the ISA in Numerous Important Aspects

The WMPA is designed to have a similar format to the PJM Interconnection Service Agreement ("ISA") in order to provide a manageable and familiar document for the participants. Unlike an ISA, however, the WMPA does not address matters involving the actual physical interconnection of the generator to the distribution system or any terms, conditions or charges related to any service provided by the distribution system to the generator. The WMPA does contain many provisions also typically found in an ISA that govern the relationship between the generator and PJM. These provisions establish

¹⁰ GSG Order at P 14.

¹¹ PJM Operating Agreement, Schedule I.

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reasonable and necessary standards and qualifications, such as revenue quality metering, both to enable the generator to participate as a Market Seller (defined in the PJM OA, § 1.23) in PJM's market and to allow PJM's system operations the necessary visibility to the generator for reliability purposes. However, the WMPA is not an ISA and is not intended as a substitute for an interconnection agreement between the owners of the interconnecting physical facilities.

More specifically, the WMPA differs from the ISA in several key respects. First the WMPA does not contain any reference to attachment facilities necessary for the interconnection. The WMPA also does not reference network upgrades for the interconnection to the distribution facility. In limited circumstances the Feasibility Study and/or the System Impact Study may conclude there is a significant impact to other jurisdictional interconnections that are located on the nearest transmission system, or a possible impact to facilities that are located on a nearby Commission jurisdictional distribution facility. If this were the case, the interconnecting generator could be required to fund network upgrades on the corresponding jurisdictional systems only. In the event additional upgrades were needed, the WMPA contains proposed language concerning "Responsibility for Network or Local Upgrades" in Article 3 of the WMPA. At the Parties discretion, when this contract language is inapplicable (as it will be in the majority of cases) the Parties may simply mark this section as "not applicable" or delete the section from the WMPA in its entirety.

Generally, the WMPA does not contain security requirements (with the limited exception as explained above), or construction requirements. The WMPA also makes no reference to reactive power requirements, and construction of transmission owner

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interconnection facilities. These are the key components of the ISA that are not included in the WMPA because these ISA components are not relevant to the wholesale transactions.

V. Waiver and Effective Date

PJM requests a waiver of the Commission's 60-day prior notice requirement to allow an effective date of December 28, 2007, for the WMPA as set forth in § 1.1 thereof. 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).

VI. Documents Enclosed

PJM encloses the original and six copies of the following:

1. This transmittal Letter;
2. Attachment A: WMPA;

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VII. 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)
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Respectfully submitted,



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Counsel for
PJM Interconnection, L.L.C.

Dated: January 11, 2008

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VIII. Service

PJM has served a copy of this filing on WM Renewable and Dominion, as well as the affected state regulatory commissions within the PJM region.

Respectfully submitted,



Jacquelyn Huges
Senior Counsel – Regulatory
PJM Interconnection, L.L.C.
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Valley Forge Corporate Center
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(610) 666-8208 (Phone)
(610) 666-8211 (Fax)
Counsel for
PJM Interconnection, L.L.C.

Dated: January 11, 2008

ATTACHMENT A

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

Original Service Agreement No. 1820

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
WM Renewable Energy, L.L.C.
And
Virginia Electric And Power Company
(PJM Queue Position #P27)**

This Wholesale Market Participation Agreement ("WMPA") including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM's wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region ("Transmission Provider"), WM Renewable Energy, L.L.C. ("Wholesale Market Participant" and Virginia Electric and Power Company ("Interconnected Transmission Owner" or "Dominion Virginia Power").

WITNESSETH

WHEREAS, Wholesale Market Participant is developing generation that it intends to use to engage in Wholesale Transactions in PJM's markets and desires to maintain its proposed generation in the queue that PJM studies for potential reliability impacts to the Transmission System;

WHEREAS, Wholesale Market Participant is seeking to interconnect at a local distribution or sub-transmission facility, which at this time is not subject to FERC jurisdiction; and

WHEREAS, Wholesale Market Participant and Transmission Owner or its affiliate separately may enter into a two-party interconnection agreement ("Interconnection Agreement") in order to address issues of physical interconnection and local charges that may be presented by the interconnection of Wholesale Market Participant's generation to the distribution facility.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

Issued By: Craig Glazer
Vice President, Federal Government Policy
Issued On: January 11, 2008

Effective: December 28, 2007

Article 1 – DEFINITIONS and OTHER DOCUMENTS

- 1.0 Defined Terms.** All capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in Part I or Part VI, Article 1 of the PJM Open Access Transmission Tariff (“Tariff”), except Wholesale Market Participant which shall be defined in this WMPA as a participant in a Wholesale Transaction.
- 1.1 Effective Date.** This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, upon the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated consistent with Section 1 in Attachment O, Appendix 2, Part VI of the Tariff.
- 1.2 Assumption of Tariff Obligations.** Wholesale Market Participant agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 1.3 Incorporation Of Other Documents.** All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this WMPA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

Article 2 - NOTICES and MISCELLANEOUS

- 2.0 Notices.** Any notice or request made by any party regarding this WMPA shall be made, consistent with the terms of Subpart B of the Tariff, to the representatives of the other parties.

Transmission Provider:

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

Wholesale Market Participant:
WM Renewable Energy, L.L.C.
1001 Fannin, Suite 4000
Houston, TX 77002


Transmission Owner:
Dominion Virginia Power
3rd Floor Riverside Building
120 Tredegar Street
Richmond, VA 23219
Attn: Mr. John Smatlak, Vice President Transmission

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR 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 A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant 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.
- 2.3 Waiver.** No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 2.4 Amendment.** This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.
- 2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status.** To the extent required, in accordance with Section 20.1.2 in Attachment O-1 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials.

(PJM Queue #P27)

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

By:  V.P., Planning 12/28/07
Name Title Date

Printed name of signer: STEVEN R. HELLING

Wholesale Market Participant: WM Renewable Energy, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Transmission Owner: Virginia Electric and Power Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials.

(PJM Queue #P27)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: WM Renewable Energy, L.L.C.

By: Paul Pabor Vice President 12/18/07
Name Title Date

Printed name of signer: Paul Pabor

Transmission Owner: Virginia Electric and Power Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials.

(PJM Queue #P27)

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

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: WM Renewable Energy, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Transmission Owner: Virginia Electric and Power Company

By: John D. Smatlak VP-TRANSMISSION 12-19-2007
Name Title Date

Printed name of signer: JOHN D. SMATLAK

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
WM RENEWABLE ENERGY, L.L.C.
And
VIRGINIA ELECTRIC AND POWER COMPANY
(PJM Queue Position # P27)**

1.0 Description of generating unit(s) (the "Participant Facility") to be used for the provision of wholesale sales into the PJM markets:

a. Name of Participant Facility:

Bethel Landfill

b. Location of Participant Facility:

100 North Park Lane, Hampton, VA 23666

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 13 MW

d. Description of the equipment configuration:

Initially, up to eight CAT 3516 landfill gas reciprocating engines (820 kW each), with future plans to replace the 3516 engines with eight CAT 3520 (1.625 MW) landfill gas reciprocating engines (simple cycle).

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of 13 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

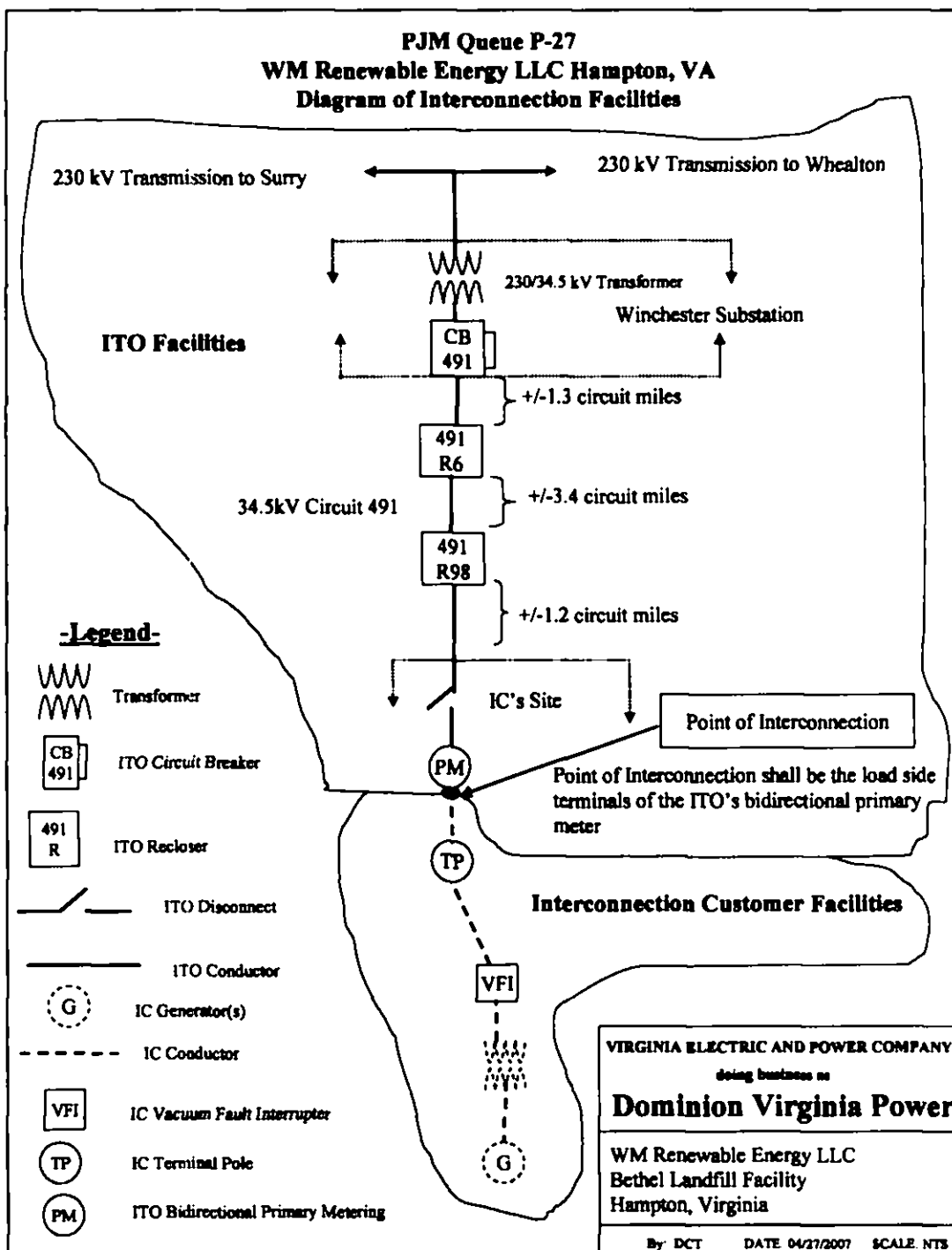
To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent with the PJM manuals.

SCHEDULES:

- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**
- **SCHEDULE F -SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

SCHEDULE A SINGLE-LINE DIAGRAM



SCHEDULE B

LIST OF METERING EQUIPMENT

The Interconnection Customer will obtain the following metering equipment:

Overall Description

The Dominion Virginia Power metering equipment will consist of the following: three (3) current transformers, three (3) voltage transformers, one (1) revenue meter for billing station power, and one (1) revenue meter capable of providing bi-directional real time and hourly data that can be passed by the Interconnection Customer to PJM. The bi-directional meter will be equipped with an internal modem for Interconnected Transmission Owner to remotely read for validating data and provide an alternate means for providing hourly data.

Current Transformer Specifications

Voltage class:	34.5 kV
Ratio:	300:5
Accuracy	+/- 0.3 % (from .5%-300% I-nominal)

Voltage Transformers

Voltage class:	34.5 kV
Ratio:	175:1
Accuracy	+/- 0.3 %

Bi-directional Watt-hour meter type

Manufacturer	TransData Inc.
Type	MarkV Electronic Meter
Model	EMS60EO9S12SEQST-04
	<i>Equipped with RS-485 real time metering port and an internal telephone modem.</i>
Form	9S
Class	20
Typical Accuracy @ 23C	0.1% @ Full Load
	0.1% @ 50 % Power Factor
	0.1% @ Light Load

Station Power Meter

Manufacturer	ITRON
Type	Sentinel
Model	SS9S1D
	<i>Equipped with ITRON ERT module for remote van reads</i>
Form	9S
Class	20
Typical Accuracy @ 23C	0.2% @ Unity Power Factor
	0.4% @ 50% Power Factor

Additional Peripheral Equipment

Optical Isolator

by B&B Electric, model 4850P

For protection against transient/surges on copper communication cable between the Interconnection Customer interface and the Dominion Virginia Power bi-directional meter.

PJM Requirements

Interconnection Customer must install metering and telemetry equipment for PJM in accordance with PJM Manuals M-01 and M-14D available on the PJM website.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

None.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Not Required.

SCHEDULE E
WHOLESALE MARKET PARTICIPANT'S AGREEMENT TO CONFORM WITH IRS
SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS

Not Required.

SCHEDULE F
SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.