November 1, 2013

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

Re: Virginia Electric and Power Company,  
Docket No. ER14-268-000  
Executed Transmission Interconnection Agreement and Notification of Cancellation of Rate Schedule FPC No. 71, Rate Schedule FERC No. 104, and Rate Schedule FERC No. 107

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act\(^1\) and Part 35 of the Rules and Regulations of the Federal Energy Regulatory Commission\(^2\) (“FERC” or “Commission”), Virginia Electric and Power Company, doing business as Dominion Virginia Power (“Dominion”), on its behalf and on behalf of Potomac Electric Power Company (“Pepco”), hereby tenders for filing an executed transmission interconnection agreement (“Interconnection Agreement”) between Dominion and Pepco and notification of cancellation of Dominion’s designated rate schedules that the Interconnection Agreement supersedes, as explained more fully below. The Interconnection Agreement sets forth the terms and conditions governing the interconnection of Dominion and Pepco’s transmission and distribution facilities at specified interconnection points. The Interconnection Agreement is being submitted by PJM Interconnection, L.L.C. (“PJM”) under the PJM Open Access Transmission Tariff (“Tariff”) and

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has been designated as Original Service Agreement No. 3657. Dominion respectfully requests that the Commission allow the notification of cancellation to become effective on December 31, 2013 and allow the Interconnection Agreement to become effective on January 1, 2014.

I. BACKGROUND

Dominion owns and operates electric facilities for the transmission and distribution of electric power and energy in the Commonwealth of Virginia. Pepco owns and operates electric facilities for the transmission and distribution of electric power and energy in the District of Columbia and the State of Maryland. Dominion and Pepco are transmission owner members of PJM and are registered with the North American Electric Reliability Corporation (“NERC”) as, among other things, Transmission Owners (“TOs”).

Dominion and Pepco entered into a “Facilities Agreement,” dated April 1, 1965, as amended from time-to-time over the years (“1965 Agreement”), an “Interconnection Agreement,” dated May 25, 1983, as amended from time-to-time over the years (“1983 Agreement”), and an “Agreement for Northern Virginia Services between Potomac Electric Power Company and Virginia Electric and Power Company,” dated as of November 1, 1985, as amended from time-to-time over the years (“1985 Agreement”). These three agreements established terms and conditions governing the “wires-to-wires” interconnection of Dominion and Pepco’s transmission and distribution facilities at specified points of interconnection.

Dominion and Pepco have negotiated a new agreement, the Interconnection Agreement, which updates and consolidates the currently effective provisions in the 1965 Agreement, the 1983 Agreement, the 1985 Agreement, and all subsequent modifications and amendments thereto. The purpose of the instant filing is to submit the Interconnection Agreement and to cancel Dominion’s designation of the 1965 Agreement, the 1983 Agreement, and the 1985 Agreement.

3 Pursuant to Electronic Tariff Filings, Order No. 714, FERC Stats. & Regs. ¶ 31,276 (2008) (“Order No. 714”), this filing is being submitted by PJM on behalf of Dominion and Pepco as part of an XML filing package that conforms to the Commission’s regulations. PJM has agreed to make all filings on behalf of the PJM Transmission Owners in order to retain administrative control over the PJM Tariff. Thus, Dominion, on its behalf and on behalf of Pepco, has requested that PJM submit this Interconnection Agreement in the eTariff system as part of PJM’s electronic Service Agreements Tariff. Filing the Interconnection Agreement as a service agreement under the PJM Tariff is consistent with Commission precedent. See American Electric Power Service Corporation, et al., 112 FERC ¶ 61,128 (2005) (“AEP”).

4 The 1965 Agreement was filed with, and accepted by, the Federal Power Commission (“FPC”) and designated as Dominion’s Rate Schedule FPC No. 71 and Pepco’s Rate Schedule FERC No. 20.

5 The 1983 Agreement was filed with, and accepted by, the Commission and designated as Dominion’s Rate Schedule FERC No. 104 and Pepco’s Rate Schedule FERC No. 35.

6 The 1985 Agreement was filed with, and accepted by, the Commission and designated as Dominion’s Rate Schedule FERC No. 107 and Pepco’s Rate Schedule FERC No. 38.
II. INSTANT FILING

A. INTERCONNECTION AGREEMENT

The Interconnection Agreement governs the interconnection of the Dominion System\(^7\) and the Pepco System\(^8\) at the Interconnection Points\(^9\) specified and described in the Interconnection Agreement. The Interconnection Agreement is based upon, and is similar in form and substance to, other transmission interconnection agreements that Dominion has entered into over the last several years.\(^{10}\)

Article 1 of the Interconnection Agreement governs the interconnected operation and continuity of interconnected operation. Article 2 of the Interconnection Agreement addresses the service conditions of the Parties’\(^{11}\) interconnected systems. Section 2.3 of the Interconnection Agreement provides that operating personnel for Dominion and Pepco shall coordinate the operating arrangements for facility maintenance consistent with the practices of PJM. Section 2.5 of the Interconnection Agreement address the Parties’ responsibilities as NERC-registered TOs to comply with NERC Reliability Standards applicable to the Interconnection Points.

Article 3 of the Interconnection Agreement pertains to the Interconnection Points, metering points, and metering and data acquisition system equipment for the interconnected transmission systems. Section 3.1 provides that all electric energy delivered under the Interconnection Agreement will be three-phase 60 Hz energy at standard nominal voltage or other such voltage as may be specified in the Interconnection Agreement. Section 3.2 provides that measurement of electric energy for purposes of determining load and effecting settlements and the monitoring and telemetering of power flows are to be made by the metering and data equipment installed and maintained by either Dominion or Pepco at the Interconnection Points. Article 6 of the Interconnection Agreement establishes that an Operating Committee will administer the interconnected operation of the Dominion System and the Pepco System and requires each Party to appoint one member and one alternate to the Operating Committee.

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\(^7\) The term “Dominion System” is defined in Appendix III to the Interconnection Agreement.

\(^8\) The term “Pepco System” is defined in Appendix III to the Interconnection Agreement.

\(^9\) The term “Interconnection Points” is defined in Appendix III to the Interconnection Agreement.


\(^11\) As defined Appendix III to the Interconnection Agreement, the terms “Party” and “Parties” include Dominion and Pepco, but do not include PJM.
Article 11 provides that upon the effective date of the Interconnection Agreement, it shall supersede the 1965 Agreement, the 1983 Agreement, and the 1985 Agreement in their entirety. The remainder of the Interconnection Agreement’s Articles address: the sharing of records between the Parties (Article 4); invoicing, payment procedures and taxes (Article 5); indemnity (Article 7); arbitration procedures (Article 8); term and termination (Article 9); regulatory authorities and amendments (Article 10); force majeure, waivers, liability and other general terms (Article 12); and assignment (Article 13).

The Appendices in the Interconnection Agreement contain the specifics regarding Interconnection Points and Metering Points (Appendix I), Metering Requirements (Appendix II), Definitions under the Interconnection Agreement (Appendix III) and Special Terms and Conditions applicable to Interconnection Point(s) and to certain shared facilities that are specified in the Interconnection Agreement (Appendix IV).

B. NOTIFICATION OF CANCELLATION OF RATE SCHEDULE FPC NO. 71, RATE SCHEDULE FERC NO. 104, AND RATE SCHEDULE FERC NO. 107

As noted above, Article 11 of the Interconnection Agreement provides that the Interconnection Agreement will supersede the 1965 Agreement, the 1983 Agreement, and the 1985 Agreement in their entirety once it is accepted by the Commission. In light of this provision, Dominion and Pepco have agreed to cancel their respective designations of the 1965 Agreement, the 1983 Agreement and the 1985 Agreement. In accordance with 18 C.F.R. § 35.15(a) (2013), Dominion hereby provides notice of cancellation of its designation of the 1965 Agreement, Rate Schedule FPC No. 71; the 1983 Agreement, Rate Schedule FERC No. 104; and the 1985 Agreement, Rate Schedule FERC No. 107. The reason for cancelling Dominion’s designation of agreements is that the three agreements are being superseded in their entirety by the Interconnection Agreement. Pepco is the only affected purchaser under the 1965 Agreement, the 1983 Agreement and the 1985 Agreement. Dominion understands that within 5 days of this filing, Pepco shall file to cancel its designation of the 1965 Agreement, Rate Schedule FPC No. 20; the 1983 Agreement, Rate Schedule FERC No. 35; and the 1985 Agreement, Rate Schedule FERC No. 38.

III. PJM AS A SIGNATORY TO THE INTERCONNECTION AGREEMENT

Consistent with the Commission’s decision in AEP, an authorized officer of PJM has signed the Interconnection Agreement for the limited purpose of acknowledging that an authorized officer of PJM has read the Interconnection Agreement as of the date it was executed by PJM. The Interconnection Agreement does not impose any obligations on PJM.

12 See AEP at P 10.
IV. COMMUNICATIONS

Correspondence relating to this filing should be addressed to:13

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13 Waiver of 18 C.F.R. § 385.203(b)(3) (2013) is respectfully requested to permit six persons to be added to the Commission’s official service list in this proceeding.
V. SERVICE

In accordance with the Commission’s regulations,\textsuperscript{14} PJM will post a copy of this filing to the FERC filings section of its internet site, located at the following link: http://www.pjm.com/documents/ferc-manuals/ferc-filings.aspx with a specific link to the newly-filed document, and will send an e-mail on the same date as this filing to all state utility regulatory commissions in the PJM Region\textsuperscript{15} alerting them that this filing has been made by PJM and is available by following such link. PJM also serves the parties listed on the Commission’s official service list for this docket. If the document is not immediately available by using the referenced link, the document will be available through the referenced link within 24 hours of the filing. Also, a copy of this filing will be available on the Commission’s eLibrary website located at the following link: http://www.ferc.gov/docsfiling/elibrary.asp in accordance with the Commission’s regulations and Order No. 714.

Dominion has served a copy of this filing on Pepco and on the recipients listed in Attachment C. Electronic service is permitted as of November 3, 2008, under the Commission’s regulations pursuant to Order No. 714 and the Commission’s “Notice of Effectiveness of Regulations” issued on October 28, 2008, in Docket No. RM01-5-000.\textsuperscript{16}

VI. REQUESTED EFFECTIVE DATES

Dominion respectfully requests that the Commission allow the cancellation of Dominion’s designation of the 1965 Agreement, the 1983 Agreement and the 1985 Agreement to become effective on December 31, 2013 and allow the Interconnection Agreement to become effective on January 1, 2014.

VII. MISCELLANEOUS

The Interconnection Agreement represents the negotiated agreement of Dominion and Pepco. See 18 C.F.R. § 35.13(b)(6) (2013).

In accordance with 18 C.F.R. § 35.13(b)(7) (2013), there are no expenses or costs included in this filing that have been alleged or judged in any administrative or judicial proceeding to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices, within the meaning of 18 C.F.R. § 35.13(d)(3) (2013).

\textsuperscript{14} See 18 C.F.R § 35.2(e) and § 385.2010(f) (2013).

\textsuperscript{15} PJM already maintains, updates and regularly uses e-mail lists for all affected state commissions.

VIII. CONTENTS

In accordance with the Commission’s eTariff regulations, an XML filing package is being submitted containing the following materials:

1. This transmittal letter;

2. The executed Interconnection Agreement in .rtf format for viewing in the Commission’s eTariff Viewer along with a PDF format for publishing in eLibrary (“Attachment A”);

3. The signature pages in PDF format; (“Attachment B”) and

4. A list of the recipients (“Attachment C”).

We thank the Commission for its consideration of this filing. Please direct any questions to the undersigned counsel.

Very truly yours,

McGuireWoods LLP

/s/ David Martin Connelly

David Martin Connelly

Counsel for Virginia Electric and Power Company, doing business as Dominion Virginia Power

Enclosures
cc (w/enclosures): List of Recipients
ATTACHMENT A
EXECUTED INTERCONNECTION AGREEMENT
ORIGINAL SERVICE AGREEMENT NO. 3657
INTERCONNECTION AGREEMENT

between

POTOMAC ELECTRIC POWER COMPANY

and

VIRGINIA ELECTRIC AND POWER COMPANY, doing business as DOMINION VIRGINIA POWER
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THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into as of this 1st day of January, 2014, between Potomac Electric Power Company ("Pepco"), and Virginia Electric and Power Company, doing business as Dominion Virginia Power ("Dominion"); Pepco and Dominion may be referred to herein individually as a “Party” or collectively as the “Parties”. For the avoidance of doubt, the terms “Party” and “Parties” as used herein shall not include PJM Interconnection, L.L.C. ("PJM"), or any successor regional transmission organization (“RTO”).

WITNESSETH:

WHEREAS, Pepco is a Virginia and District of Columbia corporation, owning and operating electric facilities for the transmission and distribution of electric power and energy in the District of Columbia and the State of Maryland and a Transmission Owning member of PJM;

WHEREAS, Dominion is a Virginia corporation, owning and operating electric facilities for the transmission and distribution of electric power and energy in the Commonwealth of Virginia and the States of West Virginia and North Carolina and a Transmission Owning member of PJM;

WHEREAS, the Parties entered into a Facilities Agreement, dated April 1, 1965 ("1965 Agreement"), designated as Rate Schedule FPC No. 71 for Dominion and Rate Schedule FPC No. 20 for PEPCO, as subsequently modified and amended; pursuant to which the systems of the Parties are interconnected, with such points of interconnection herein called “Interconnection Points,” and are operating in synchronism;

WHEREAS, the Parties entered into an Interconnection Agreement, dated May 25, 1983 ("1983 Agreement"), designated as Rate Schedule FERC No. 104 for Dominion and Rate Schedule FERC No. 35 for Pepco, and a Northern Virginia Services Agreement, dated November 1, 1985 ("1985 Agreement"), designated Rate Schedule FERC No. 107 for Dominion and Rate Schedule FERC No. 38 for Pepco, as subsequently modified and amended;

WHEREAS, Dominion’s transmission facilities (including conductors, circuit breakers, switches, transformers, metering equipment, data acquisition system ("DAS") equipment, and other associated equipment used to control or measure the transfer of energy from one place to another) operating at a nominal voltage of 69 kV or above are owned, operated or controlled by Dominion, including any modifications, additions or upgrades made thereto (collectively, the “Dominion Transmission System”, or “Transmission System”) and are currently under the functional and operational control of PJM;

WHEREAS, Pepco’s transmission facilities (including conductors, circuit breakers, switches, transformers, metering equipment, DAS equipment, and other associated equipment used to control or measure the transfer of energy from one place to another) operating at a nominal voltage of 100 kV or above are owned, operated or controlled by Pepco, including any modifications, additions or upgrades made thereto (collectively, the “Pepco Transmission System”, or “Transmission System”) and are under the functional control of PJM;
WHEREAS, Dominion’s distribution facilities (including conductors, circuit breakers, switches, transformers, metering equipment, and other associated equipment used to control or measure the transfer of energy from one place to another) operating at a nominal voltage of less than 69 kV are owned, operated or controlled by Dominion, including any modifications, additions or upgrades made thereto (collectively, the “Dominion Distribution System”, or “Distribution System”) and are not under the functional and operational control of PJM;

WHEREAS, Pepco’s distribution facilities (including conductors, circuit breakers, switches, transformers, metering equipment, and other associated equipment used to control or measure the transfer of energy from one place to another) operating at a nominal voltage of 69 kV or less are owned, operated or controlled by Pepco, including any modifications, additions or upgrades made thereto (collectively, the “Pepco Distribution System”, or “Distribution System”) and are not under the functional and operational control of PJM;

WHEREAS, the Parties wish to cancel the 1965 Agreement, the 1983 Agreement, the 1985 Agreement, with all subsequent modifications and amendments;

WHEREAS, the Parties wish to establish, the terms and conditions upon which they may continue the interconnected operation of their respective systems, pursuant to the provisions of this Agreement;

WHEREAS, Dominion, Pepco and PJM are each registered entities with the North American Electric Reliability Corporation (“NERC”);

WHEREAS, Dominion and Pepco are each registered with NERC as Transmission Owners (“TOs”) and, as NERC-registered TOs, Dominion and Pepco are each obligated to comply with the requirements of NERC Reliability Standards as applicable to the Interconnection Points under this Agreement; and

WHEREAS, the Federal Energy Regulatory Commission (“FERC”), has required PJM to be a signatory to this Agreement, pursuant to FERC’s Order on Rehearing and Compliance dated July 26, 2005 in Docket Numbers ER05-31-002 and EL05-70-001, 112 FERC ¶ 61,128 at P 10 (2005), in order to ensure that PJM is kept fully apprised of the matters addressed herein and so that PJM may be kept aware of any reliability and planning issues that may arise.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, the Parties hereto agree as follows:
ARTICLE 1 – INTERCONNECTED OPERATION

1.1 Interconnected Operation

The Pepco System and the Dominion System shall be interconnected at the Interconnection Points specified in this Agreement. The Parties, by amendment to this Agreement, may mutually agree to add, discontinue or modify the Interconnection Points and such additional, discontinued or modified Interconnection Points shall be reflected by amending to this Agreement pursuant to Article 10.3.

1.2 Continuity of Interconnected Operation

The Parties shall, during the term of the Agreement, continue in service the existing transmission lines, distribution lines, interconnection facilities and essential terminal equipment necessary to maintain the Interconnection Points specified and described in this Agreement.

ARTICLE 2 – SERVICE CONDITIONS

2.1 Avoidance of Unauthorized Use and Control of System Disturbance

2.1.1 Transmission Systems

Each Party shall have facilities or contractual arrangements adequate to serve its own load and shall exercise reasonable care to design, construct, maintain, and operate its Transmission System, in accordance with Good Utility Practice, and in such manner as to avoid the unauthorized utilization of the generation or transmission facilities of any other person (hereinafter referred to as “Unauthorized Transmission Use”). Neither Party shall be obligated to receive or deliver real or reactive power when to do so might introduce objectionable operating conditions on its Transmission System. Any Party may install and operate on its Transmission System such relays, disconnecting devices, and other equipment, as it may deem appropriate for the protection of its Transmission System or prevention of Unauthorized Transmission Use. Each Party shall maintain and operate its respective Transmission System so as to minimize, in accordance with Good Utility Practice, the likelihood of a disturbance originating in either Transmission System, which might cause impairment to the service of the other Party.

2.1.2 Distribution Systems

Regarding Points of Interconnection at a distribution voltage, each Party shall exercise reasonable care to design, construct, maintain, and operate those portions of its Distribution System reasonably expected to impact an Interconnection Point made at distribution voltage, in accordance with Good Utility Practice, and in such manner as to avoid the unauthorized utilization of the generation, transmission, or distribution facilities of any other person (hereinafter referred to as “Unauthorized Distribution Use”). Neither Party shall be obligated to receive or deliver real or reactive power when to do so might introduce objectionable operating conditions on its Distribution System. Any Party may install and operate on its Distribution System such relays, disconnecting devices, and other equipment, as it may deem appropriate for the protection of its Distribution System or prevention of Unauthorized Distribution Use. Each Party shall maintain and operate its respective Distribution System so as to minimize, in
according to Good Utility Practice, the likelihood of a disturbance originating in either Distribution System, which might cause impairment to the service of the other Party.

2.2 Interruption of Service

The Interconnection Points provided under this Agreement may be interrupted, upon such notice as is reasonable, under the following circumstances: (a) by operation of automatic equipment installed for power system protection; (b) after consultation with the other Party if practicable, when a Party deems it desirable for installation, maintenance, inspection, repairs or replacements of equipment; (c) to comply with a directive issued by PJM; or (d) at any time that, in the sole judgment of the interrupting Party, such action is necessary to preserve the integrity of, or to prevent or limit any instability on, or to avoid or mitigate a burden on its system, or to avoid or mitigate the loss of life, injury, or property damage. If operation of the Parties’ systems through a particular line or lines becomes interrupted, the Parties shall cooperate so as to remove the cause of such interruption as soon as practicable and restore said lines to normal operating condition.

2.3 Operating Responsibilities

2.3.1 Transmission Systems

Each Party shall maintain its Transmission System, including the transmission equipment and facilities, in a manner consistent with Good Utility Practice in order to permit the Parties to operate their Transmission Systems as required by this Agreement and PJM. Operating arrangements for facility maintenance shall be coordinated between operating personnel of the Parties’ respective control centers. Except as may be necessary and appropriate in an emergency, operating arrangements shall be coordinated with, and consistent with, the practices of PJM.

2.3.2 Distribution Systems

Each Party shall maintain, in a manner consistent with Good Utility Practice, those portions of its Distribution System which if not so maintained could reasonably be expected to adversely affect the Interconnection Points at distribution voltage specified in this Agreement. Operating arrangements for facility maintenance shall be coordinated between operating personnel of the Parties’ respective local offices having operational responsibility for the affected distribution facilities.

2.4 Energy Losses

The energy losses on the interconnected facilities shall be assigned to the appropriate Party based on the Interconnection Points of the interconnected facilities or according to procedures developed by the Operating Committee; however, such procedures shall be subject to any PJM Requirement.
2.5 Compliance with NERC Reliability Standards

If: (a) certain NERC Reliability Standards are applicable to the facilities subject to this Agreement; and (b) the Parties and PJM are required to comply with the requirements of those NERC Reliability Standards, then the Parties and PJM shall comply with the requirements of those certain NERC Reliability Standards applicable to the facilities subject to this Agreement. For purposes of this Agreement, the use of “Dominion Transmission System,” “Pepco Transmission System” or “Transmission System” shall have no impact on a determination as to whether any NERC Reliability Standards are applicable to the facilities subject to this Agreement.

2.6 Cooperation Associated with NERC Reliability Standards

If either Party or PJM is: (a) obligated to comply with the requirements of those NERC Reliability Standards as applicable to the facilities subject to this Agreement in accordance with Article 2.5 of this Agreement; or (b) subject to a data request, self-certification or an audit of applicable NERC Reliability Standards associated with the facilities subject to this Agreement by FERC, NERC or a NERC Regional Entity, then the Parties shall cooperate in a timely fashion and to the extent necessary to demonstrate compliance with such NERC Reliability Standards associated with the facilities subject to this Agreement.

ARTICLE 3 – INTERCONNECTION POINTS, METERING POINTS AND METERING AND DATA ACQUISITION SYSTEM EQUIPMENT

3.1 Interconnection Points

All electric energy delivered under this Agreement shall be of the character commonly known as three-phase 60 Hz energy and shall be delivered at the Interconnection Points specified under Article 1 of this Agreement at standard nominal voltage or such other voltages as may be specified in this Agreement.

3.2 Metering and Data Acquisition System Equipment

Measurement of electric energy for the purposes of determining load and effecting settlements, and monitoring and telemetering of power flows under this Agreement shall be made by metering and DAS equipment installed and maintained, by either Pepco or Dominion at the Interconnection Points consistent with the provisions of Appendix II and with Good Utility Practice. Any aspects of metering and DAS equipment not specifically provided for by this Agreement shall be referred to the Operating Committee pursuant to Article 6.

ARTICLE 4 – RECORDS

4.1 Copies of Records

Each Party shall provide to a requesting Party copies of records maintained in accordance with FERC’s record retention requirements to the extent such records document any transactions that have occurred under this Agreement.
ARTICLE 5 – INVOICING AND PAYMENT; TAXES

5.1 Purpose of Invoicing

Any invoice that is issued pursuant to this Agreement shall be for: (a) the establishment of any new Interconnection Point; (b) the modification of an existing Interconnection Point; or (c) other purposes as may be set forth in this Agreement. As per Article 6.2 (b) of this Agreement, the Operating Committee shall establish the terms and conditions applicable to invoicing.

5.2 Timeliness of Payment

Unless otherwise agreed upon, all invoices, if any, issued pursuant to this Agreement shall be rendered as soon as practicable in the month following the calendar month in which expenses were incurred and shall be due and payable, unless otherwise agreed upon within thirty (30) days of receipt of such invoice. Payment shall be made by electronic transfer or such other means as shall cause such payment to be available for the use of the payee. Interest on unpaid amounts shall accrue daily at the then current prime interest rate (the base corporate loan interest rate) published in the Wall Street Journal, or, if no longer so published, in any mutually agreeable publication, plus two percent (2%) per annum, but will in no event exceed the maximum interest rate allowed pursuant to Virginia law, and shall be payable from the due date of such unpaid amount and until the date paid.

5.3 Disputed Invoices

In the case of a disputed invoice, all invoices shall be paid in full under the conditions specified in Article 5.2 of this Agreement. Disputes will then be brought before the Operating Committee for resolution per Article 6.4 of this Agreement. If, after thirty (30) days, the Operating Committee has not resolved the dispute, then such dispute shall be resolved pursuant to the arbitration procedures specified in Article 8 of this Agreement.

5.4 Invoice Adjustments

Other than as required by law, regulatory action or metering test adjustments, invoice adjustments shall be made within six (6) months of the rendition of the initial invoice.

5.5 Tax Reimbursement

If, as part of any compensation to be paid under this Agreement during the term of this Agreement, any direct tax, including, but not limited to sales, excise, or similar taxes (other than taxes based on or measured by net income) is levied and/or assessed against either Party by any taxing authority on the power and/or energy manufactured, generated, produced, converted, sold, purchased, transmitted, interchanged, exchanged, exported or imported by the supplying Party to the other Party, then such supplying Party shall be fully compensated by the other Party for such direct taxes.
5.6 Contribution In-Aid of Construction

For payment amounts that are classified as contributions in-aid of construction ("CIAC"), and in the event and to the extent such CIAC payment amounts ("CIAC Payment") are classified as taxable income by the receiving Party, such CIAC Payment shall be increased (or “grossed-up”) to fully cover the receiving Party’s net tax consequences arising from the CIAC Payment. If at the time of invoicing the receiving Party made a good faith determination that the CIAC Payment would not be classified as taxable income but federal or state income taxes are subsequently imposed upon the receiving Party by the Internal Revenue Service (“IRS”) and/or a state department of revenue ("State") arising from the receipt of such CIAC Payment, the Party that originally made the CIAC Payment shall reimburse the receiving Party for the full tax effect of such CIAC Payment computed in accordance with FERC rules and including any interest and penalty charged to the Party by the IRS and/or State.

ARTICLE 6 – OPERATING COMMITTEE

6.1 Operating Committee

An Operating Committee shall administer the interconnected operation of the Dominion System and the Pepco System as provided for in this Agreement. Each Party shall appoint one member and one alternate to the Operating Committee and designate, in writing, said appointments to the other Party. Such representatives and alternates shall be persons familiar with NERC Reliability Standards, the transmission, substation, and distribution facilities of the Parties they represent and shall be fully authorized to perform the principal duties listed below.

6.2 Duties of the Operating Committee

The principal duties of the Operating Committee shall be as follows:

a. to establish operating and control procedures;

b. to establish accounting and invoicing procedures;

c. to coordinate maintenance schedules to an extent agreed by the Parties; and

d. to perform those duties, which this Agreement requires to be done by the Operating Committee, and such other duties as may be required for the proper functioning of this Agreement.

6.3 Limitations on Operating Committee Duties

The Operating Committee shall not amend or modify any of the terms or conditions of this Agreement.

6.4 Operating Committee Disputes

If the Operating Committee is unable to agree on any matter coming within its scope of duties, then such matter shall be resolved pursuant to Article 8 of this Agreement.
6.5 Meeting of the Operating Committee

After this Agreement becomes effective pursuant to Article 9 of this Agreement, the Operating Committee shall meet as both Parties deem necessary to: (a) review all documentation established and maintained in accordance with the duties of the Operating Committee pursuant to Article 6.2 of this Agreement to assess whether any revisions are required; and (b) discuss any other matters related to the performance of Operating Committee duties pursuant to Article 6.2 of this Agreement. Other meetings may be called as reasonably necessary by any Operating Committee Representative from either Party.

ARTICLE 7 – INDEMNITY

7.1 Indemnity

To the extent permitted by law, each Party shall indemnify (the “Indemnifying Party”), save harmless, and defend the other Party including its directors, officers, employees, Affiliates and agents (collectively, the “Indemnified Party”) from and against any losses, liabilities, costs, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property caused by or in any way attributable to the Indemnifying Party’s ownership or operation of its Transmission System and Distribution System, except that the Indemnifying Party’s obligation to indemnify the Indemnified Party shall not apply to the extent of any liabilities arising from the Indemnified Party’s negligence or intentional misconduct or that portion of any liabilities that arise out of the Indemnified Party’s contributing negligence or intentional misconduct.

ARTICLE 8 – ARBITRATION

8.1 Submission to Arbitration

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party (the “disputing Party”) shall provide the other Party with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) calendar days of the other Party’s receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. If a dispute or claim is submitted to arbitration, the arbitration can only be terminated upon mutual agreement of the Parties. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement.

8.2 Technical Issues Arbitrator

With respect to disputes which the Parties mutually agree are exclusively technical in nature, the Parties may, if they mutually agree, submit such disputes to a technical issues arbitrator (“TIA”)
for final and non-appealable resolution. The TIA, which shall be an individual or firm to be mutually agreed upon by both Parties, shall be an unbiased technical expert in transmission and distribution system design and operational matters.

8.3 External Arbitration Procedures

Any arbitration initiated under this Agreement shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) calendar days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) calendar days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable FERC regulations or PJM rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 8, the terms of this Article 8 shall prevail.

8.4 Arbitration Decisions

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) calendar days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service under this Agreement.

8.5 Costs

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (a) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (b) one half the cost of the single arbitrator jointly chosen by the Parties.

ARTICLE 9 – TERM AND TERMINATION OF AGREEMENT

9.1 Term and Termination

This Agreement shall be effective as of the date first written above, or such later date as the last necessary regulatory approval hereof shall be obtained (unless an earlier date is specified by the regulatory authority having jurisdiction), and shall remain in effect until the date falling on the tenth (10th) anniversary of the date hereof (the “Initial Term”) and, thereafter, for successive
twelve (12) month periods ("Renewal Terms"). Either Party may terminate this Agreement after the Initial Term by providing to the other Party thirty-six (36) months’ advance written notice of its intent to terminate this Agreement, in which case this Agreement shall terminate at the end of such thirty-six (36) month notice period without regard to the expiration of any Renewal Term. Notwithstanding the above, this Agreement may be terminated earlier: (a) if the Parties mutually agree; or (b) as otherwise expressly provided for in this Agreement.

9.2 Breach and Default

A Party shall be considered in default of this Agreement ("Default") if it fails to cure a Breach in accordance with the terms of this Article 9.2. A breach ("Breach") shall mean the failure of a Party to perform or observe any material term or condition of this Agreement; provided that no Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. The breaching Party shall have thirty (30) calendar days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) calendar days, the breaching Party shall commence such cure within thirty (30) calendar days after notice and continuously and diligently complete such cure within ninety (90) calendar days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

9.3 Right to Terminate

Upon the occurrence and during the continuance of a Default, the non-defaulting Party shall have the right:  (a) to terminate this Agreement by providing written notice to the defaulting Party and making a filing at FERC to terminate this Agreement; provided that any such termination shall not take effect until FERC approval; or (b) to take any other action at law or in equity as may be permitted under this Agreement.

9.4 Renegotiable Events

If one of the following conditions occurs, the Parties shall negotiate in good faith to amend this Agreement or to take other appropriate action so as to protect each Party’s interest in this Agreement. This Agreement shall serve as the document upon which such negotiations shall be based and the Parties shall make as minimal modifications as necessary to effectuate the original intent and purpose of this Agreement. If the Parties are unable to reach agreement, either Party shall have the right to unilaterally file with the FERC, pursuant to Section 205 or Section 206 of the Federal Power Act as appropriate, proposed amendments to this Agreement that the Party deems reasonably necessary to protect its interests:

a. Any change to Applicable Laws and Regulations having a material impact upon the effectiveness or enforceability of any provision of this Agreement;

b. This Agreement is not approved or accepted for filing by the FERC without modification or condition;

c. PJM or the ERO prevents, in whole or in part, either Party from performing any
provisions of this Agreement in accordance with its terms;

d. Either Party withdraws from PJM;

e. PJM Requirements are modified in a manner that materially affects either Party’s ability to perform its obligations under this Agreement; or

f. PJM, either voluntarily or involuntarily, is dissolved.

ARTICLE 10 – REGULATORY AUTHORITIES

10.1 Regulatory Authorities

This Agreement is made subject to the jurisdiction of any Governmental Authority or authorities having jurisdiction over the Parties, the Pepco System, the Dominion System, this Agreement, or the subject matter hereof.

10.2 Adverse Regulatory Change

The Parties agree to jointly submit and support the filing of this Agreement with the FERC. Any changes or conditions imposed by the FERC or any other Governmental Authority with competent jurisdiction in connection with such submission or otherwise in respect of this Agreement, any of which are unacceptable to a Party after the Parties’ good faith attempt to negotiate a resolution to such objectionable change or condition, shall be cause for termination of this Agreement upon thirty (30) days’ prior written notice by the non-consenting Party to the other Parties hereto.

10.3 Amendments to the Agreement

10.3.1 Amendments

In the event that the Parties agree to amend this Agreement, the Parties shall, if required, file any such amendment or modification with the FERC.

10.3.2 Section 205 and 206 Rights

Nothing contained in this Agreement shall preclude either Party from exercising its rights under Section 205 and 206 of the Federal Power Act to file for a change in any rate, term, condition or service provided under this Agreement.

ARTICLE 11 – CANCELLATION OF PRIOR AGREEMENTS

11.1 Cancellation of Prior Agreements

When this Agreement becomes effective pursuant to Article 9 of this Agreement, this Agreement shall supersede in its entirety the 1965 Agreement, the 1983 Agreement, and the 1985 Agreement, with all subsequent modifications and amendments. The Parties shall make appropriate filings with FERC to terminate their respective designations of the 1965 Agreement,
the 1983 Agreement, and the 1985 Agreement, with all subsequent modifications and amendments.

**ARTICLE 12 – GENERAL**

12.1 **Force Majeure**

No Party shall be in default in respect to any obligation hereunder because of Force Majeure. A Party unable to fulfill any obligation by reason of Force Majeure shall use diligence to remove such disability with appropriate dispatch. Each Party shall: (a) provide prompt written notice of such Force Majeure event to the other Party which notice shall include an estimate of the expected duration of such event; and (b) attempt to exercise all reasonable efforts to continue to perform its obligations under this Agreement.

12.2 **Waivers**

No failure or delay on the part of either Party in exercising any of its rights under this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or continuing waiver with respect to any subsequent failure to comply therewith.

12.3 **Liability**

a. Except to the extent of the other Party’s negligence or intentional misconduct, each Party shall be responsible for all physical damage to or destruction of the property, equipment and/or facilities owned by it and its Affiliates, regardless of who brings the claim and regardless of who caused the damage, and shall not seek recovery or reimbursement from the other Party for such damage; but in any such case, Dominion and Pepco shall exercise Due Diligence to remove the cause of any disability at the earliest practicable time.

b. **TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ARTICLE 7.1 OR ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL A PARTY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, LITIGATION COSTS, REPLACEMENT POWER COSTS, LOST PROFITS OR REVENUES, LOSS OF GOOD WILL OR LOST BUSINESS OPPORTUNITIES) OR PUNITIVE DAMAGES RELATED TO OR RESULTING FROM**
PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR ANY ACTIVITY ASSOCIATED WITH OR ARISING OUT OF THIS AGREEMENT.

c. Nothing in this Agreement shall be construed to create or give rise to any liability on the part of PJM and the Parties expressly waive any claims that may arise against PJM under this Agreement.

d. The Parties acknowledge and understand that the signature of the authorized officer of PJM on this Agreement is for the limited purpose of acknowledging that representatives of PJM have read the terms of this Agreement. The Parties and PJM further state that they understand that FERC desires that the Parties keep PJM fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the PJM officer shall not in any way be deemed to imply that PJM is taking responsibility for the actions of any Party, that PJM has any affirmative duties under this Agreement or that PJM is liable in any way under this Agreement.

12.4 Survivorship of Obligations

The termination of this Agreement shall not discharge either Party from any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense or liability that shall occur (or the circumstances, events or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement, and that either Party may enforce its rights against the other Party with respect to such obligations in an action at law or in equity to the fullest extent permitted by law.

12.5 Written Notices

Notices and communication made pursuant to this Agreement shall be deemed to be properly given if delivered in writing, postage paid to the following:

If to Dominion:  
Director, Electric Transmission Systems Operations Center  
Virginia Electric and Power Company  
P.O. Box 26666  
Richmond, VA 23261

and

Manager, Electric Transmission Planning  
Virginia Electric and Power Company  
P.O. Box 26666  
Richmond, VA 23261
12.6 Special Terms and Conditions Applicable to Interconnection Points

The Parties may establish special terms and conditions applicable to Interconnection Point(s) and to certain shared facilities that are specified in this Agreement (“Special Terms and Conditions”). The Special Terms and Conditions shall be reflected in an Appendix to this Agreement and shall be in addition to any other terms and conditions provided for in this Agreement. Any conflict between the Special Terms and Conditions and any other provisions of this Agreement shall be resolved in favor of the Special Terms and Conditions.

12.7 Agreement Validity

The validity and meaning of this Agreement shall be governed by and construed in accordance with federal law where applicable and, when not in conflict with or preempted by federal law, the applicable laws of the Commonwealth of Virginia.

12.8 Defined Terms

All capitalized terms used in this Agreement shall have the meanings as defined in the PJM Tariff or as specified in definitions either in the body of this Agreement or as amended hereto in Appendix III. Any provisions of the PJM Tariff relating to this Agreement that uses any such defined term shall be construed using the definition given to such defined term in this Agreement. In the event of any conflict between defined terms set forth in the PJM Tariff or
defined terms in this Agreement, such conflict shall be resolved in favor of defined terms set forth in this Agreement.

ARTICLE 13 – ASSIGNMENT

13.1 Assignment

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. Successors and assigns of PJM shall become signatories to this Agreement for the limited purpose described in Article 12.3(d) of this Agreement. This Agreement shall not be assigned by any Party without the written consent of the other Party, which consent shall not be unreasonable withheld, except to a successor to which substantially all of the business and assets of such Party shall be transferred or to an Affiliate of the assigning Party for the purposes of a corporate restructuring.
IN WITNESS WHEREOF, three (3) copies of this Agreement, each to be considered an original, has been executed by the Parties’ respective officers lawfully authorized so to do, this 31st day of October, 2013.

POTOMAC ELECTRIC POWER COMPANY

By: ________________________________

Printed Name: _______________________

Title: _______________________________
IN WITNESS WHEREOF, three (3) copies of this Agreement, each to be considered an original, has been executed by the Parties’ respective officers lawfully authorized so to do, this 31st day of October, 2013.

VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION VIRGINIA POWER

By: ___________________________
Printed Name: _______________________
Title: ___________________________
IN WITNESS WHEREOF, three (3) copies of this Agreement, each to be considered an original, has been executed by the Parties’ respective officers lawfully authorized so to do, this 31st day of October, 2013. As of this day, the signature below of the authorized representative of PJM is for the limited purpose of acknowledging that a representative officer of PJM has read this Agreement

PJM INTERCONNECTION, L.L.C.

By: __________________________

Printed Name: _______________________

Title: ___________________________
APPENDIX I
Interconnection Points and Metering Points

1.1 The systems of the Parties shall be interconnected through the transmission lines and substations at the Interconnection Points described below:

1.1.1 The point hereby designated and hereinafter called “Dickerson – Pleasant View 230 kV Interconnection Point.” The point of interconnection is within the 230 kV single circuit transmission line extending from the 230 kV bus in Pepco’s Dickerson Station to the 230 kV bus in Dominion’s Pleasant View Substation. The change of ownership occurs on the Virginia side of the Potomac River at the northernmost tower located in Virginia, which is owned by Dominion. Bi-directional 230 kV metering equipment is installed at the Dickerson Station, and is owned, operated, and maintained by Pepco. (See Figure 1).

1.1.2 The point hereby designated and hereinafter called “Burches Hill – Possum Point 500 kV Interconnection Point.” The point of interconnection is within the 500 kV single circuit transmission line extending from the 500 kV bus in Pepco’s Burches Hill Substation to the 500 kV bus in Dominion’s Possum Point Station. The change of ownership occurs on the Virginia side of the Potomac River at the easternmost structure located in Virginia, which is owned by Pepco. Bi-directional 500 kV metering equipment is installed at the Possum Point Station, and is owned, operated, and maintained by Dominion. (See Figure 2).

1.1.3 The three points hereby designated and hereinafter collectively called “Line 185 69 kV Interconnection Points,” which consists further of the three following individual temporary interconnection points: (a) Line 185 – H&RP Substation 69 kV Interconnection Point, (b) Line 185 – Buzzard Point Substation 69 kV Interconnection Point, and (c) Line 185 – Potomac River Substation 69 kV Interconnection Point. This temporary arrangement results in the embedding of Dominion’s Line 185 into Pepco’s 69 kV system with no points of interconnection to Dominion’s 69 kV network. (See Figure 3).

1.1.4 The point hereby designated and hereinafter called “Georgetown C – Rosslyn 13.8 kV Interconnection Point #1.” The point of interconnection is inside the manhole closest to the Virginia end of Key Bridge, in Arlington County, Virginia. Metering is owned, operated, and maintained by Dominion. (See Figure 4).

1.1.5 The point hereby designated and hereinafter called “Georgetown C – Rosslyn 13.8 kV Interconnection Point #2”. The point of interconnection is inside the manhole closest to the Virginia end of Key Bridge, in Arlington County, Virginia. Metering is owned, operated, and maintained by Dominion. (See Figure 5).

1.1.6 The point hereby designated and hereinafter called “14th Street Bridge South 120/240 Volt Interconnection Point #1.” The point of interconnection is where
Dominion’s service conductor terminates on Pepco’s facilities inside the northwest corner of the bridge abutment along Interstate 395 in Virginia. Metering is owned, operated, and maintained by Pepco. (See Figure 6).

1.1.7 The point hereby designated and hereinafter called “14th Street Bridge South 120/240 Volt Interconnection Point #2.” The point of interconnection is where Dominion’s service conductor terminates on Pepco’s facilities inside the northwest corner of the bridge abutment along Interstate 395 in Virginia. Metering is owned, operated, and maintained by Pepco. (See Figure 7).
APPENDIX I

Figure 1
Dickerson – Pleasant View 230 kV Interconnection Point

LEGEND-
- BREAKER
- SWITCH
- BI-DIRECTIONAL METERING
APPENDIX I

Figure 2
Burches Hill – Possum Point 500 kV Interconnection Point

LEGEND:
☐ BREAKER
☐ SWITCH
☐ METERING WITH BI-DIRECTIONAL CAPABILITY
WHERE POSITIVE AND NEGATIVE CURRENT AT EACH INDICATED POINT IS AGGREGATED
APPENDIX I

Figure 3
Line 185 69 kV Interconnection Points

1 Consistent with Section 2.b.ix of Appendix IV of this Agreement, no metering at the Line 185 69 kV Interconnection Points is required to support this temporary configuration because it creates no electrical connection between the Pepco System and loads connected to the Dominion System.

2 This line segment, which goes to a retired facility in Dominion’s H&RP Substation, will be energized from Line 185 or de-energized at Pepco’s convenience.
APPENDIX I

Figure 4
Georgetown C – Rosslyn 13.8 kV Interconnection Point #1

[Diagram of Georgetown C – Rosslyn 13.8 kV Interconnection Point #1]

LEGEND:

- BREAKER
- M METER MEASURING FLOWS TO CUSTOMER A LOAD (ROSSLYN METER #1)
APPENDIX I

Figure 5
Georgetown C – Rosslyn 13.8 kV Interconnection Point #2

LEGEND:
- BREAKER
- M METER MEASURING FLOWS TO CUSTOMER B LOAD (ROSSLYN METER #2)
APPENDIX I

Figure 6
14th Street Bridge South 120/240 Volt Interconnection Point #1

DOMINION OWNED SERVICE CONDUCTOR
INTERCONNECTS TO PEPCO FACILITIES
AT THE PEPCO OWNED METER SOCKET
WHICH IS LOCATED WITHIN A VAULT
CONSTRUCTED IN THE BRIDGE ABUTMENT.

LEGEND:
□ PAD MOUNT TRANSFORMER, DOMINION OWNED

M METER, PEPCO OWNED, MEASURING DELIVERY TO
PEPCO'S RETAIL CUSTOMER (CUSTOMER C)
(14th STREET BRIDGE SOUTH 120/240 VOLT INTERCONNECTION POINT #1)
----- SERVICE CONDUCTOR, 120/240V, DOMINION OWNED
----- FACILITIES WITHIN BRIDGE ABUTMENT
APPENDIX I

Figure 7
14th Street Bridge South 120/240 Volt Interconnection Point #2

DOMINION OWNED SERVICE CONDUCTOR
INTERCONNECTS TO PEPCO FACILITIES
AT THE PEPCO OWNED METER SOCKET
WHICH IS LOCATED WITHIN A VAULT
CONSTRUCTED IN THE BRIDGE ABUTMENT.

LEGEND:

□ PAD MOUNT TRANSFORMER, DOMINION OWNED

M METER, PEPCO OWNED, MEASURING DELIVERY TO
PEPCO’S RETAIL CUSTOMER (CUSTOMER D)
(14th STREET BRIDGE SOUTH 120/240 VOLT INTERCONNECTION POINT #2)

—— SERVICE CONDUCTOR, 120/240V, DOMINION OWNED

——— FACILITIES WITHIN BRIDGE ABUTMENT
APPENDIX II
Metering Requirements

1.1 Purpose

The purpose of Appendix II is to delineate the coordination of each Party’s responsibilities to comply with the requirements and standards for metering as applicable to the Interconnection Points under this Agreement. The Parties shall conform and adopt the use of Appendix II as a guide to acknowledge the general principles for metering. In the event of conflict between Appendix II and any mandatory and enforceable requirement (e.g., Applicable Laws and Regulations, PJM Requirements, and NERC Reliability Standards), such conflict shall be resolved in favor of the applicable mandatory and enforceable requirement.

1.2 Metering Points

Electric power and energy delivered at the Interconnection Points shall be measured by suitable metering equipment provided by the Parties at the Metering Points and at such other points, voltages, and ownership as may be agreed upon by the Parties.

1.3 Metering Equipment

Suitable and reliable metering equipment shall be installed at each Metering Point, and shall include potential and current transformers, revenue meters, test switches and such other equipment as may be needed. The design standard established by this Appendix II shall apply to all new interconnection metering installations. However, any modification, addition or upgrade to any of the existing facilities after the date of this Agreement, shall be performed in compliance with this standard.

1.3.1 General Requirements. All metering quantities shall be measured at the Interconnection Point. The metering accuracy for points of interconnection of the Transmission System shall meet the applicable NERC Reliability Standards, PJM Requirements, and the American National Standards Institute (“ANSI”) standards. The metering accuracy for points of interconnection of the Distribution System shall meet the required ANSI standards. The Parties may agree by amendment to this Agreement to install metering at locations other than the Interconnection Points, however, measured metering quantities shall be compensated to the Interconnection Point, provided that the Parties shall exercise commercially reasonable efforts to avoid such compensating metering installations. Based upon mutual agreement between interconnection Parties, metering can be installed at a location different from the Interconnection Point, however, measured metering quantities shall be compensated to the Interconnection Point.

All reasonable costs for the meter changes or upgrades requested by the Party shall be borne by the requesting Party, unless agreed otherwise.

1.3.2 Industry Standard Requirements. Three metering elements are to be used unless both Parties agree doing so is unreasonable. In the event three metering elements are not used, the (N-1) metering elements will be used to measure all real and
reactive power crossing the Interconnection Points, where N is the number of wires in service including the ground wire. The revenue quality metering package (consisting of instrument transformers, meters, sockets, and test switches) shall be installed, calibrated, and tested (at the requesting Party’s expense) in accordance with the latest approved version of (but not limited to) the ANSI standards listed below, or their successors(s) including the standard testing procedures and guidelines of the Party that owns the metering equipment:

ANSI C12.1: Code For Electricity Metering
ANSI C12.7: Requirements for Watt-Hour Meter Socket
ANSI C12.9: Test Switches for Transformer-Rated Meters
ANSI C12.11: Instrument Transformers for Revenue Metering, 10 kV Through 350 kV BIL
ANSI C12.10: Electromechanical Watt-hour Meters
ANSI C12.16: Solid State Electricity Meters
ANSI C12.20: For Electricity Meters 0.2 and 0.5 Accuracy Class
ANSI C37.90.1: Surge Withstand Capability (SWC) Test
ANSI/IEEE C57.13: Standard Requirements for Instrument Transformers

To the extent that the above requirement conflicts with the manuals, standards or guidelines of the ERO regarding interchange metering and transactions, the manuals, standards and guidelines of the ERO shall control.

1.3.3 Metering Equipment Maintenance and Testing. Upon installation and unless otherwise specified, the revenue meters for Interconnection Points of 500 kW or larger shall be inspected and tested in accordance with the latest applicable ANSI standards and at least once every two (2) years, or at any other mutually agreed frequency thereafter. Revenue meters for smaller capacity Interconnection Points shall be tested on the same frequency as required for the owning Parties’ retail service. More frequent meter tests can be performed at the request of any Party, and the test will be performed at the requesting Party’s expense if the meter is found to be within the established ANSI tolerances. The Party that owns the metering shall inform the other Party with at least (3) three weeks advance notice or more, of impending metering tests, and invite the other Party to attend and witness the tests.

The accuracy of the revenue meter shall be maintained at two tenths of one percent (0.2%) accuracy or better, and the meter test shall require a meter standard with accuracy traceable to the National Institute of Standards and Technology (“NIST”).

If at any test of metering equipment an inaccuracy shall be disclosed exceeding one percent (1%), the account between the Parties for service theretofore delivered shall be adjusted to correct for the inaccuracy disclosed over the shorter of the following two periods: (1) for the 30-day period immediately preceding the day of the test, or (2) for the period that such inaccuracy may be determined to
have existed. No meter shall be left in service if the percent accuracy error is found to be more than +/- 1%.

The Party that owns the metering equipment shall maintain records that demonstrate compliance with all meter tests and maintenance conducted in accordance with Good Utility Practice for the life of the Interconnection Point. The other Party shall have reasonable access to such records, and the Party that owns the metering equipment will provide such records to the other Party upon request. If revenue metering equipment fails to function, the energy registration shall be determined from the best available data, including the check metering, if applicable. The Instrument Transformers (“IT”) shall also be inspected and maintained based on Section 1.3.2 of this Appendix II, and existing standards and practices of the Party that owns the metering equipment.

1.3.4 **Current Transformer Requirements.** Each Metering Point shall have a dedicated set of metering class of current transformers. Unless otherwise agreed upon by the Parties, all metering shall be type 3.0 element metering, and have three (3) metering accuracy current transformers.

Current transformers shall meet or exceed an accuracy class of 0.3% (as defined in IEEE C57.13), or better. Current transformers shall comply with the minimum BIL rating as specified in standards IEEE C57.13 and ANSI C12.11.

The mechanical and thermal short time current ratings of the current transformer shall exceed or withstand the available fault current, while the secondary burden of the current transformer shall not exceed its stated name plate burden rating.

1.3.5 **Voltage Transformers Requirements.** Each Metering Point shall have a dedicated set of metering class of voltage transformers. Unless otherwise agreed upon by the Parties, all metering shall be type 3.0 element metering, and have three (3) metering accuracy voltage transformers. Voltage transformers shall meet or exceed an accuracy class of 0.3% (as defined in IEEE C57.13). The secondary of the voltage transformer shall be exclusively used for the revenue meters only, so as not to exceed the secondary burden of the stated voltage transformer’s name plate burden rating provided, however, that voltage transformers with two secondary windings, may have one winding dedicated to the revenue meters, and the other winding used for relaying purposes or for other station metering. The nameplate burden rating on either winding must not be exceeded.

Voltage transformers shall comply with the minimum BIL rating as specified in standards IEEE C57.13 and ANSI C12.11.

1.4 **Remote Meter Access and Data Communications**

For all Interconnection Points, the Party that owns the metering equipment at such Interconnection Point, unless otherwise mutually agreed, shall be responsible for installation of the communications facilities for remotely accessing the meter. The Party that owns the
metering equipment shall also be responsible for operation and maintenance, and on-going monthly costs of the communication facilities.

1.4.1 **Remote Billing Data Retrieval.** The Owning Party may provide appropriate communication capability of electronic remote interrogation of the billing data in a manner that is compatible with commonly used billing data systems such as MV-90.

1.4.2 **Real Time Communications.** Revenue meters for transmission interconnections above 69 kV shall be capable of communicating with DAS equipment such as Remote Terminal Unit (“RTU”) to provide the following real-time bi-directional power and energy data: instantaneous real and reactive power flows per phase and three-phase averaged Root-Mean-Squared (“RMS”) voltages, per phase and three-phase averaged RMS currents and frequency with at least two decimal points. Alternative systems which provide the same data may be used upon agreement of the Parties.

1.4.3 **Energy Flow Data.** A continuous accumulating record of active and reactive energy flows shall be provided by means of the registers on the meters. The deployed revenue meter(s) shall be capable of providing bi-directional energy data flow in either kyz pulse signals format, or accumulated counters to RTU. All Parties shall share the same data register buffers regardless of the types of employed data communication methods. If the accumulation counter method is used, only one Party shall be responsible for freezing the accumulator buffers and the owner of the metering equipment shall freeze them. The accumulator freezing signals shall be synchronized to Universal Coordinated Time (“UCT”) within 1/2 seconds.

1.5 **Metering Device Requirements**

All revenue meters shall be programmable and capable of measuring, recording, and displaying bi-directional active and reactive energy and four quadrant power quantities. Where applicable, revenue meters shall be programmable for compensating for power transformer and line losses and, when applicable, such compensation shall be used in determining the settlement of power transferred at the Interconnection Point. The revenue meters may preferably have at least one serial communication, one Ethernet port, hard-wired “kyz” pulse output, and internal modem for data communication.

The revenue meters’ internal clocks and real-time DAS equipment shall be synchronized with Universal Time Coordination (“UTC”) with at least 5 seconds resolution. The Global Position System clock receiver used at each Interconnection Point shall be capable of providing unmodulated Inter-Range Instrumentation Group – Time Code Format B signals to support the UTC time synch requirement.

1.6 **Revenue and Additional Metering**

Each Interconnection Point on the Transmission System shall have a primary and a backup meter. The revenue meters shall be powered by the station control battery or by automatic
transfer to an alternate AC source. However, each Party may have additional metering at any existing Interconnection Point. The Parties will cooperate to determine correct meter values as needed; however, in the event of a discrepancy between the Parties’ meters, Dominion will accept Pepco revenue meter data for certain Interconnection Points; and Pepco will accept Dominion revenue meter data for certain Interconnection Points. Each Interconnection Point on the Distribution System shall have sufficient metering to provide revenue quality billing data and remote interrogation as reasonably required to satisfy settlement in PJM’s settlement system.

1.7  **Meter Access**

A Party whose metering equipment is located within a station owned by the other Party shall have reasonable access to said metering equipment for purposes of meter reading, inspection, testing, and other such valid operating purposes. Such access shall not be unreasonably withheld.

1.8  **Meter Removal**

Upon termination of this Agreement or when the metering is no longer needed, the Party that owns the meter equipment in another Party’s station shall remove the metering equipment from the premises of the other Party within one (1) year after termination or within one (1) year after the Party that owns the meter equipment determines that the interchange metering is no longer needed.
APPENDIX III
Definitions

“Affiliate” – shall mean with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that either directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

“Applicable Laws and Regulations” – shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the relevant Parties, their respective facilities, and/or the respective services they provide.

“Dominion System” – shall mean the transmission and distribution electric lines and associated equipment owned, operated and maintained by Dominion, including the Dominion Transmission System as defined in the fifth WHEREAS clause in this Agreement and the Dominion Distribution System as defined in the seventh WHEREAS clause in this Agreement.

“Due Diligence” – shall mean the exercise of good faith efforts to perform a required act on a timely basis using the necessary technical and manpower resources.

“ERO” – shall mean the North American Electric Reliability Corporation or any successor entity assuming or charged with similar responsibilities related to the operation and reliability of the North American electric interconnected transmission grid and the electric transmission facilities addressed in this Agreement, including, with respect to each Party’s own transmission facilities, any regional or other subordinate council of which the Party is a member.

“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.

“Good Utility Practice” – shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or...
acts generally accepted in the region; including those practices required by Section 215(a)(4) of the Federal Power Act.

“Governmental Authority” – shall mean any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority, having responsibility over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Dominion, Pepco, or any Affiliate thereof.

“Interconnection Point” – shall mean each point of electrical connection between the Dominion System and the Pepco System as set forth in Appendix I and Appendix IV to this Agreement.

“Metering Point” – shall mean each point at which the electrical energy flowing between the Parties at an Interconnection Point is measured.

“NERC Reliability Standards” – shall mean mandatory and enforceable requirements, administered by the ERO, approved by the FERC under Section 215 of the Federal Power Act, to provide for reliable operation of the bulk-power system.

“Owning Party” – shall mean the Party that owns certain facilities as delineated in Appendix II to this Agreement.

“Party” – shall mean either Dominion or Pepco. Party shall not include PJM.

“Parties” – shall mean Dominion and Pepco. Parties shall not include PJM.

“Pepco System” – shall mean the transmission and distribution electric lines and associated equipment owned, operated and maintained by Pepco, including the Pepco Transmission System as defined in the sixth WHEREAS clause in this Agreement and the Pepco Distribution System as defined in the eighth WHEREAS clause in this Agreement.

“PJM Requirement” – shall mean any rule, charge, procedure, or other requirements of PJM, including the PJM Tariff, applicable to FERC-jurisdictional service provided over the Dominion Transmission System and the Pepco Transmission System.

“PJM Tariff” – shall mean PJM’s Open Access Transmission Tariff.

“Roll-Over Count” – shall mean a test that shows at what point the accumulator register rolls-over to zero when it reaches a predetermined maximum count.
APPENDIX IV
Special Terms and Conditions

In accordance with Article 12.6 of this Agreement, this Appendix sets forth Special Terms and Conditions applicable to Interconnection Point(s) and to certain shared facilities.

1. Rosslyn Area Co-mingled 69 kV Facilities

   a. Dominion and Pepco own certain 69 kV lines between Pepco’s Potomac River Substation, Dominion’s Davis Substation, Dominion’s Rosslyn Substation, and Pepco’s Georgetown Substation that share a common trench or a common duct system (the “Rosslyn Area Co-mingled 69 kV Facilities”).

   b. Each Party shall, according to its own requirements, provide and maintain its own oil support for its own lines of the Rosslyn Area Co-mingled 69 kV Facilities.

   c. Each Party shall operate, maintain, and modify its own facilities of the Rosslyn Area Co-mingled 69 kV Facilities at its own cost or expense, except as otherwise provided herein.

   d. For the portion of the Rosslyn Area Co-mingled 69 kV Facilities that are pipe-type lines laid horizontally in the same trench, each Party shall open and close trenches as it may require to access, repair, or modify its own line(s); provided however, such Party shall not damage, alter or interfere with the operation of line(s) of the other Party except as may be arranged by the Parties in advance.

   e. Except as otherwise agreed, when Pepco desires modifications to a duct system owned by Dominion, or in the case of the three pipe-type lines, to manholes and vaults owned by Dominion, then upon Dominion’s approval of such modification, Dominion shall perform all modifications to the duct system, manholes and vaults that it owns and Dominion shall charge Pepco for such work.

   f. For the portion of the Rosslyn Area Co-mingled 69 kV Facilities that are the three pipe-type lines laid horizontally in the same trench and located between Potomac River Substation Substation and Davis Substation, Pepco owns one of such lines, which is within the yard of the Davis Substation but is not connected to the Davis Substation, and Dominion owns two of such lines, both of which terminate in Davis Substation. Dominion owns, and shall operate and maintain the manholes and vaults common to the Pepco line and one or both of the Dominion lines except as follows. During periods when Dominion is not using either of its two pipe-type lines, Pepco shall be responsible for periodic inspections of the manholes and vaults as Pepco deems appropriate for maintaining the reliable operation of its single pipe-type line. If Pepco discovers any deficiencies in the condition of the manholes or vaults, Pepco shall promptly notify Dominion upon which notification Dominion shall confirm whether or not it is using either of its two pipe-type lines. If Dominion is using either of its pipe-type lines, if such use involves the manhole(s) or vault(s) requiring maintenance or repair, and if the need for the maintenance or repair has not arisen due to the presence of Pepco’s lines (because of catastrophic failure or other events) or the
negligent acts of Pepco’s employees or agents, then Dominion shall perform the maintenance or repair of the manholes(s) and vault(s) at its own cost. Otherwise, Dominion shall either perform such maintenance or repair of the manhole(s) and vault(s) at Pepco’s cost, or, at Dominion’s option, specify that Pepco shall perform such maintenance or repair of the manhole(s) and vault(s) at Pepco’s cost. As of the effective date of this Agreement, Dominion is not using either of its two pipe-type lines addressed in this provision. Dominion shall notify the Operating Committee in writing each time there is a change in the status of its use of such pipe-type lines. Pepco shall perform all work on Pepco’s facilities at Pepco’s cost.

g. For the portion of the Rosslyn Area Co-mingled 69 kV Facilities that are the three pipe-type lines laid horizontally in the same trench and located between Davis Substation and Rosslyn Substation, Pepco owns one of such lines, which does not terminate in either Davis Substation or Rosslyn Substation, and Dominion owns two of such lines, both of which terminate in both Davis Substation and Rosslyn Substation. Dominion owns, and shall operate, and maintain the manholes and vaults common to the Pepco line and one or both of the Dominion lines except as follows. If the need for the maintenance or repair arises due to the presence of Pepco’s lines (because of catastrophic failure or other events) or the negligent acts of Pepco’s employees or agents, then Dominion shall either perform such maintenance or repair of the manhole(s) and vault(s) at Pepco’s cost, or, at Dominion’s option, specify that Pepco shall perform such maintenance or repair of the manhole(s) and vault(s) at Pepco’s cost. If Dominion discontinues use of both of its lines in this portion of the Rosslyn Area Co-mingled 69 kV Facilities, then Pepco shall be responsible for periodic inspections of the manholes and vaults as Pepco deems appropriate for maintaining the reliable operation of Pepco’s single pipe-type line. If Pepco discovers any deficiencies in the condition of the manholes or vaults, Pepco shall promptly notify Dominion and Dominion shall confirm whether it is using either of Dominion’s two pipe-type lines. If Dominion is using either of its pipe-type lines, if such use involves the manhole(s) or vault(s) requiring maintenance or repair, and if the need for the maintenance or repair has not arisen due to the presence of Pepco’s lines (because of catastrophic failure or other events) or the negligent acts of Pepco’s employees or agents, then Dominion shall perform the maintenance or repair of the manhole(s) and vault(s) at its own cost. Otherwise, Dominion shall either perform such maintenance or repair of the manhole(s) and vault(s) at Pepco’s cost, or, at Dominion’s option, specify that Pepco shall perform such maintenance or repair of the manhole(s) and vault(s) at Pepco’s cost. As of the effective date of this Agreement, Dominion is using both of its two pipe-type lines addressed in this provision. Dominion shall notify the Operating Committee in writing each time there is a change in the status of its use of such pipe-type lines. Pepco shall perform all work on Pepco’s facilities at Pepco’s cost.

h. For the portion of the Rosslyn Area Co-mingled 69 kV Facilities that are located in the Dominion-owned duct system between Davis Substation and Rosslyn Substation, consisting of four ducts for electric power cables and one duct for communications cables, Pepco may occupy up to two electric power cable ducts. Dominion shall maintain the duct system at Dominion’s cost, except as provided below, and Pepco
shall maintain its lines within the duct system at Pepco’s cost. If the duct system, related electric power cables, or communications cables are damaged due to Pepco’s lines (because of catastrophic failure or other events) or due to the negligent acts of Pepco’s employees or agents, except as otherwise agreed, Dominion shall repair such Dominion-owned facilities at Pepco’s cost. Pepco shall repair Pepco-owned facilities at Pepco’s cost. Pepco shall be responsible for the costs of maintenance and repair required with respect to the ducts reserved for Pepco’s use.

i. For the portion of the Rosslyn Area Co-mingled 69 kV Facilities that are located in the Dominion-owned duct system between Potomac River substation and Davis Substation, consisting of four ducts for electric power cables and in some portions one duct for communications cables, Pepco may occupy up to two electric power cable ducts.

   i. During periods when Dominion does not use one or more of the ducts for its own purposes, Pepco shall be responsible for periodic inspections of the duct system as Pepco deems appropriate for maintaining the reliable operation of its facilities. If Pepco discovers any deficiencies in the condition of the duct system, Pepco shall promptly notify Dominion of any repairs or maintenance Pepco deems appropriate. Except as may be otherwise agreed, Dominion shall perform the maintenance and repair at Pepco’s cost.

   ii. During periods when Dominion uses one or more of the ducts for its own purposes, Dominion shall maintain the duct system at Dominion’s cost, except as provided below, and Pepco shall maintain its lines within the duct system at Pepco’s cost. If the duct system, related electric power cables, or communications cables are damaged due to Pepco’s lines (because of catastrophic failure or other events) or due to the negligent acts of Pepco’s employees or agents, except as otherwise agreed, Dominion shall repair such Dominion-owned facilities at Pepco’s cost. Pepco shall repair Pepco-owned facilities. Pepco shall be responsible for the costs of maintenance and repair required with respect to the ducts reserved for Pepco’s use.

   iii. The use of Dominion’s Line 185 pursuant to Section 2 of this Appendix shall not be considered as Dominion’s use of this duct system.

   iv. Any conflicts between the provisions of Section 2 of this Appendix and any other provision in this Appendix shall be resolved in favor of Section 2.

   v. As of the effective date of this Agreement, Dominion is not using any ducts in this duct system for its own purposes. Dominion shall notify the Operating Committee in writing each time there is a change in the status of its use of such duct system.

j. For all relocations required to the shared manholes, vaults, and duct systems addressed in this section, the Parties shall share the cost of such relocations on a pro-rata basis determined by the number of ducts attributable to each Party.
Notwithstanding the foregoing, wherever relocation (or portion thereof) is required for a facility that is unique to one Party and where such cost is reasonable to separately identify, such Party shall pay the separately determined relocation cost. For example, if only one duct of the pipe-type duct system must be relocated, then the Party using that duct shall pay the relocation cost.

k. All charges pursuant to this Section 1 shall be at rates no greater than what the Party assessing the charge would charge generally for similar work performed for other customers.

2. Line 185 69 kV Interconnection Points

   a. The Line 185 69 kV Interconnection Points is a temporary configuration that consists of the following three individual interconnection points:

      i. The Line 185 – H&RP Substation 69 kV Interconnection Point, which is located where Pepco’s line from Dominion’s H&RP Substation terminates on an isolated bus segment in Dominion’s Davis Substation.

      ii. The Line 185 – Buzzard Point Substation 69 kV Interconnection Point, which is located where Pepco’s line from Pepco’s Buzzard Point Substation terminates on an isolated bus segment in Dominion’s Davis Substation.

      iii. The Line 185 – Potomac River Substation 69 kV Interconnection Point, which is located where Dominion’s Line 185 terminates on Pepco’s facilities located in Pepco’s Potomac River Substation.

   b. The following terms and conditions shall apply only to the Line 185 69 kV Interconnection Points:

      i. Dominion shall operate and maintain the Dominion-owned isolated section of bus within Dominion’s Davis Substation as well as Dominion’s Line 185.

      ii. Switching operations involving Line 185 shall normally be accomplished by Pepco using Pepco-owned facilities located beyond either end of Line 185. The Dominion-owned switch located at the isolated bus section in Davis Substation shall remain normally closed; however for unusual circumstances Dominion will operate the switch at Pepco’s reasonable request; provided that Dominion shall not be required to operate the switch if Dominion believes an adverse operational, reliability, or safety issue will result.

      iii. The Pepco-owned line emanating from the Line 185 – H&RP Substation 69 kV Interconnection Point toward H&RP Substation terminates on facilities that include an open Dominion-owned switch in H&RP Substation between Pepco’s facilities and Dominion’s facilities. Such switch is retired and shall remain open until its removal by Dominion at Dominion’s convenience.
iv. If Dominion determines that repair or maintenance on Dominion Line 185, including appurtenant Dominion-owned devices, hardware, and isolated bus section is necessary and appropriate, Dominion shall perform, or Dominion may designate Pepco to perform such repairs or maintenance. In either case, Pepco shall be responsible for the cost of such repairs or maintenance.

v. Pepco shall operate and maintain all Pepco-owned facilities interconnected with Dominion’s Line 185.

vi. If either Party discovers deficiencies in the condition of the related manholes, conduit, cables or any other related equipment and facilities owned and maintained by the other Party, the discovering Party shall promptly notify the other Party.

vii. Except as otherwise agreed, when Pepco desires modifications to any Dominion-owned portion of the Dominion’s facilities associated with the Line 185 69 kV Interconnection Points, then upon Dominion’s approval of such modification Dominion shall perform, or Dominion may designate Pepco to perform, such modifications to the Dominion-owned portion. In either case, Pepco shall be responsible for the cost of such modifications.

viii. Neither Party shall charge the other an ongoing facilities charge related to the Line 185 69 kV Interconnection Points. For the sake of clarity, charges specified in Sections 2.b.iv and 2.b.vii, shall not be considered ongoing facilities charges.

ix. No metering at the points of interconnection is required in support of this temporary configuration because it creates no electrical connection between the Pepco System and loads connected to the Dominion System; however, Pepco shall maintain sufficient metering or relay equipment to monitor flows on Line 185 and shall not allow flows on Line 185 (including its appurtenant Dominion-owned devices, hardware, and isolated bus section) to exceed its rated capacity. Dominion shall inform Pepco of the rated capacity initially upon execution of this Agreement and each time the rated capacity changes.

x. Pepco shall, through the Operating Committee, keep Dominion informed as to changes that may be required from time to time in the operation or capacity of the facilities effectuating the Line 185 69 kV Interconnection Points.

xi. At such time as this temporary configuration is terminated, this Agreement shall be appropriately amended pursuant to Article 10.3.

xii. All charges pursuant to this Section 2 shall be at rates no greater than what the Party assessing the charge would charge generally for similar work performed for other customers.
3. The Georgetown C – Rosslyn 13.8 kV Interconnection Point #1 and the Georgetown C – Rosslyn 13.8 kV Interconnection Point #2 (collectively, the “Rosslyn Interconnection Points”)

   a. The following terms and conditions apply only to the Georgetown C – Rosslyn 13.8 kV Interconnection Point #1.

   i. Pepco shall supply electricity delivered radially from its Distribution System to the Georgetown C – Rosslyn 13.8 kV Interconnection Point #1 depicted in Appendix I, Figure 4, and shall continue indefinitely until such supply is terminated by agreement between Dominion and Pepco. Such delivery shall be considered comparable to firm transmission service for curtailment purposes.

   ii. The 13.8 kV circuit owned by Pepco to effect this interconnection shall be dedicated to the supply of firm power to Dominion’s retail customer (“Customer A”), and shall not be supplied by Pepco from the same substation bus as the Georgetown C – Rosslyn 13.8 kV Interconnection Point #2.

   iii. Dominion shall not place more than 4 MW of demand on this Interconnection Point.

   b. The following terms and conditions apply only to the Georgetown C – Rosslyn 13.8 kV Interconnection Point #2.

   i. Pepco shall supply electricity delivered radially from its Distribution System to the Georgetown C – Rosslyn 13.8 kV Interconnection Point #2 depicted in Appendix I, Figure 5, and shall continue indefinitely until such supply is terminated by agreement between Dominion and Pepco. Such delivery shall be considered comparable to firm transmission service for curtailment purposes.

   ii. The 13.8 kV circuit owned by Pepco to effect this interconnection shall be dedicated to the supply of firm power to Dominion’s retail customer (“Customer B”) and shall not be supplied by Pepco from the same substation bus as the Georgetown C – Rosslyn 13.8 kV Interconnection Point #1.

   iii. Dominion shall not place more than 4 MW of demand on this Interconnection Point.

   c. The following terms and conditions shall apply only to the Rosslyn Interconnection Points.

   i. Dominion shall not use electricity delivered via the Rosslyn Interconnection Points for purposes other than Dominion’s retail delivery of electricity to Customer A and Customer B.
ii. The nominal characteristics of the Rosslyn Interconnection Points shall be 13.8 kV, AC, 60 hertz, delta.

iii. Dominion’s Distribution System shall not supply electricity through the Rosslyn Interconnection Points to Pepco’s Distribution System.

iv. Dominion’s Distribution System interconnected with Pepco’s Distribution System via the Rosslyn Interconnection Points shall not be operated by Dominion in a manner that creates an interconnection between Pepco’s Distribution System and any power source emanating from Dominion’s Distribution System.

v. Metering of the Rosslyn Interconnection Points shall be as follows:

1. Dominion shall own, operate, and maintain, metering equipment on its circuit emanating from the Georgetown C – Rosslyn 13.8 kV Interconnection Point #1 at or near the point where such Dominion circuit connects to the facilities of Customer A. Such metering equipment shall be referred to as Rosslyn Meter #1. Rosslyn Meter #1 may be located on the low voltage side of any Dominion transformers providing retail delivery to Customer A.

2. Dominion shall own, operate, and maintain, metering equipment on its circuit emanating from the Georgetown C – Rosslyn 13.8 kV Interconnection Point #2 at or near the point where such Dominion circuit connects to the facilities of Customer B. Such metering equipment shall be referred to as Rosslyn Meter #2. Rosslyn Meter #2 may be located on the low voltage side of any Dominion transformers providing retail delivery to Customer B.

3. Rosslyn Meter #1 and Rosslyn Meter #2 shall be referred to collectively as the “Rosslyn Meters.”

4. In lieu of metering at the Georgetown C – Rosslyn 13.8 kV Interconnection Point #1, the amount of demand and energy delivered to Dominion, the Georgetown C – Rosslyn 13.8 kV Interconnection Point #1 shall be determined as the demand and energy amounts measured by Rosslyn Meter #1, with no compensation for losses.

5. In lieu of metering at the Georgetown C – Rosslyn 13.8 kV Interconnection Point #2, the amount of demand and energy delivered to Dominion, the Georgetown C – Rosslyn 13.8 kV Interconnection Point #2 shall be determined as the demand and energy amounts measured by Rosslyn Meter #2, with no compensation for losses.

6. The Rosslyn Meters shall record 30 minute interval data for both kWh and kQh consumption and Dominion shall provide dial-up capability to Pepco.
7. For each of the Rosslyn Interconnection Points, Pepco shall make available to Dominion, back-up hourly energy and demand data from Pepco’s metering equipment in Georgetown C Substation.

vi. The electricity delivered to Dominion’s Distribution System via the Rosslyn Interconnection Points shall be settled in accordance with the applicable PJM Requirement.

vii. Neither Party shall charge the other for its cost of the facilities that effectuate the Rosslyn Interconnection Points, as such facilities were configured on the effective date of this Agreement pursuant to Section 9.1.

viii. Dominion shall, through the Operating Committee, keep Pepco informed as to changes that may be required from time to time in the operation or capacity of the facilities effectuating each of the Rosslyn Interconnection Points, or the classes of customers served thereto.

4. The 14th Street Bridge South 120/240 V Interconnection Point #1 and the 14th Street Bridge South 120/240 V Interconnection Point #2 (collectively, the “14th Street Bridge Interconnection Points”)

a. The following terms and conditions apply only to the 14th Street Bridge South 120/240 V Interconnection Point #1.

i. Dominion shall supply electricity delivered radially from its Distribution System to the 14th Street Bridge South 120/240 V Interconnection Point #1 depicted in Appendix I, Figure 6, and shall continue indefinitely until such supply is terminated by agreement between Dominion and Pepco. Such delivery shall be considered comparable to firm transmission service for curtailment purposes.

ii. Pepco shall not place more than 25 kVA of demand on this Interconnection Point.

b. The following terms and conditions apply only to the 14th Street Bridge South 120/240 V Interconnection Point #2.

i. Dominion shall supply electricity delivered radially from its Distribution System to the 14th Street Bridge South 120/240 V Interconnection Point #2 depicted in Appendix I, Figure 7, and shall continue indefinitely until such supply is terminated by agreement between Dominion and Pepco. Such delivery shall be considered comparable to firm transmission service for curtailment purposes.

ii. Pepco shall not place more than 25 kVA of demand on this Interconnection Point.
c. The following terms and conditions shall apply only to the 14th Street Bridge Interconnection Points.

i. Pepco shall not use electricity delivered via the 14th Street Bridge Interconnection Points for purposes other than Pepco’s retail delivery of electricity to Customer C and Customer D located at the South abutment of the 14th Street Bridge.

ii. The nominal characteristics of the 14th Street Bridge Interconnection Points shall be 120/240 V, AC, single-phase, 60 hertz, grounded.

iii. Pepco’s Distribution System shall not supply electricity through the 14th Street Bridge Interconnection Points to Dominion’s Distribution System.

iv. Pepco’s Distribution System interconnected with Dominion’s Distribution System via the 14th Street Bridge Interconnection Points shall not be operated by Pepco in a manner that creates an interconnection between Dominion’s Distribution System and any power source emanating from Pepco’s Distribution System.

v. Metering of the 14th Street Bridge Interconnection Points shall be as follows:

1. Pepco shall own, operate, and maintain, metering equipment on its facilities emanating from the 14th Street Bridge South 120/240 V Interconnection Point #1 at or near the interconnection point.

2. Pepco shall own, operate, and maintain, metering equipment on its facilities emanating from the 14th Street Bridge South 120/240 V Interconnection Point #2 at or near the interconnection point.

3. 14th Street Bridge Meter #1 and 14th Street Bridge Meter #2 shall be referred to collectively as the “14th Street Bridge Meters”.

4. The 14th Street Bridge Meters shall record interval data suitable for settlement between Dominion and Pepco via PJM’s settlement systems. Pepco shall provide to Dominion electronically within five days of the end of each calendar month, or at other times upon reasonable request, the interval data for such calendar month from 14th Street Bridge Meter #1 and 14th Street Bridge Meter #2.

vi. The electricity delivered to Pepco’s Distribution System via the 14th Street Bridge Interconnection Points shall be settled in accordance with the applicable PJM Requirement.

vii. Neither Party shall charge the other for its cost of the facilities that effectuate the 14th Street Bridge Interconnection Points, as such facilities were configured on the effective date of this Agreement pursuant to Section 9.1.
viii. Pepco shall, through the Operating Committee, keep Dominion informed as to changes that may be required from time to time in the operation or capacity of the facilities effectuating each of the 14th Street Bridge Interconnection Points, or the classes of customers served thereto.

5. Access

a. For facilities of one Party located within the grounds of a substation, power station, manhole, vault, or duct system of the other, and such facilities are located in Arlington County, Virginia or the City of Alexandria, Virginia, the Party owning the substation or power station, manhole, vault, or duct system (the “Owning Party”) shall allow the other Party (the “Accessing Party”) to access its facilities for purposes of operating, maintaining, modifying, or removing such facilities. The Accessing Party shall coordinate such access in advance with the Owning Party. The Owning Party may require the Accessing Party be supervised by the Owning Party during such access, and may charge the Accessing Party for the Owning Party’s reasonable supervision. If the Owning Party is required to de-energize, re-energize, relocate, or otherwise operate or modify its facilities to permit the Accessing Party to perform its work, the Owning Party may charge the Accessing Party for such work. All charges pursuant to this provision shall be at rates no greater than what the Owning Party would charge generally for similar work performed for other customers.

b. Notwithstanding any other provision in this Appendix, and in recognition that for many facilities located in Arlington County and the City of Alexandria, one Party has owned a facility for a certain period of time and the other Party has owned that same facility during other periods of time, if the Party owning the facility at the time of a required modification, maintenance, or repair (referred to in this paragraph as “Work”) does not have, and cannot reasonably obtain, access rights but the other Party has still-valid access rights in connection with its former ownership, the former-owner Party shall assist the current-owner Party in obtaining access as may be necessary for the Work, including but not limited to performing such Work. If the former-owner Party performs such Work, the current-owner Party shall be responsible for the cost of such Work except when pursuant to other provisions of this Agreement the cost responsibility is specifically assigned to the Party performing such Work.
ATTACHMENT B
COPY OF SIGNATURE PAGES
IN WITNESS WHEREOF, three (3) copies of this Agreement, each to be considered an original, has been executed by the Parties’ respective officers lawfully authorized so to do, this 31st day of October, 2013.

POTOMAC ELECTRIC POWER COMPANY

By:

Printed Name: Scott C. Razze

Title: Manager, Interconnection & Arrangements
IN WITNESS WHEREOF, three (3) copies of this Agreement, each to be considered an original, has been executed by the Parties' respective officers lawfully authorized so to do, this 31st day of October, 2013.

VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION VIRGINIA POWER

By: _________________________

(printed name)

Title: Vice President, Transmission
IN WITNESS WHEREOF, three (3) copies of this Agreement, each to be considered an original, has been executed by the Parties' respective officers lawfully authorized so to do, this 31st day of October, 2013. As of this day, the signature below of the authorized representative of PJM is for the limited purpose of acknowledging that a representative officer of PJM has read this Agreement.

PJM INTERCONNECTION, L.L.C.
By: 
Printed Name: Steven Herling
Title: VP, Planning
ATTACHMENT C
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