March 31, 2014

Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First St NE  
Washington, DC 20426

Re: Commonwealth Edison Indiana Compliance Filing  
Docket No. ER14-1205

Dear Secretary Bose:

Pursuant to the March 19, 2014 Letter Order in the above-referenced docket, Commonwealth Edison Company, on behalf of its wholly-owned subsidiary Commonwealth Edison Company of Indiana, Inc., (collectively, "ComEd"), is submitting the 1958 Transmission Service Agreement, previously designated as Rate Schedule FPC No. 8, into e-tariff format consistent with Order No. 714.1

Pursuant to Order No. 714, this filing is submitted by PJM Interconnection, L.L.C. ("PJM") on behalf of ComEd as part of an XML filing package that conforms with 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, ComEd has requested PJM submit this legacy agreement as a child record of Original Service Agreement No. 3747 as part of PJM’s electronic Service Agreements Tariff. ComEd will serve this compliance filing on all persons on the official service list in the above-captioned docket.

Very truly yours,

/s/ Heather Curlee  
Heather Curlee  
Sidley Austin LLP  
1501 K Street NW  
Washington, DC 20005  
hcurlee@sidley.com

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1 See Order No. 714, 124 FERC ¶ 61,270 at P 93 (2008); Letter Order, Docket No. ER92-845 (1992) (accepting an amendment to Rate Schedule FPC No. 8).
TRANSMISSION SERVICE AGREEMENT

By and Between

COMMONWEALTH EDISON COMPANY OF INDIANA, INC.

And

COMMONWEALTH EDISON COMPANY
TRANSMISSION SERVICE AGREEMENT

AGREEMENT, made as of May 1, 1958 and subsequently amended, by and between COMMONWEALTH EDISON COMPANY OF INDIANA, INC., an Indiana corporation, formerly named Chicago District Electric Generating Corporation (hereinafter referred to as “Chicago District”) and COMMONWEALTH EDISON COMPANY, an Illinois corporation (hereinafter referred to as “Edison”),

WITNESSETH:

WHEREAS, Chicago District, Edison and Indiana & Michigan Electric Company (hereinafter referred to as “Indiana Company”) are constructing portions of a high capacity (approximately 345,000-volt) double-circuit steel tower transmission line (hereinafter referred to as the “Interstate Line”) connecting the systems of Indiana Company and Edison; and

WHEREAS, Chicago District’s portion of the Interstate Line (hereinafter referred to as the “Line”) comprises approximately 20 miles thereof in the State of Indiana extending in a generally easterly direction from (a) the point of connection (at the Illinois-Indiana state boundary) with Edison’s Illinois portion of the Interstate Line to (b) the point of connection (at the section line between Sections 12 and 13 of Township 35 North, Range 7 West of the 2nd Principal Meridian in Porter County, Indiana) with Indiana Company’s portion of the Interstate Line.

WHEREAS, Edison desires to obtain from Chicago District, and Chicago District desires to furnish to Edison, electric transmission service by means of the Line for the period of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set forth, the parties hereto agree with each other as follows:

ARTICLE I
General Obligations and Definitions

Section 1.1 Chicago District shall provide, own and complete or cause to be completed at its expense the installation of the Line with main conductors of not less than 1.75 inches diameter 1,414,000 cm ACSR expanded conductors or of equivalent conductivity and diameter and with suitable ground wires.

Section 1.2 Subject to accidents, strikes, litigations, delays in securing delivery of equipment or other similar or dissimilar causes beyond the reasonable control of Chicago District, including the procuring of the necessary materials and labor and the obtaining of all the necessary governmental authorizations and permits approving the use of such labor and materials, the installation of the Line shall be completed and in service on or before May 31, 1958, and should the installation thereof be delayed beyond that date due to such causes, the Line shall nevertheless be completed as soon thereafter as practicable. Chicago District shall continue to cooperate with Edison and Indiana Company so as to assure the maximum practicable coordination of design of the Line with the Edison and Indiana Company portions, respectively, of the Interstate Line.
Section 1.3  Chicago District shall keep, or shall cause to be kept, the Line, together with all associated equipment and appurtenances, in a suitable condition of repair at all times in order that the Line operate in a reliable and satisfactory manner and in order that reduction in the capacity thereof will be avoided.

Section 1.4  The term “month” shall mean a calendar month and the term “year” shall mean a calendar year.

ARTICLE II
Chicago District’s Line Investment

Section 2.1  For the purpose of this Agreement, Chicago District’s “Line Investment” shall comprise the total investment in the Line included in its utility plant in service (as defined in the classification of accounts prescribed for Chicago District). The portion of Chicago District’s reserve for depreciation applicable to its Line Investment is hereinafter called its “Line Depreciation Reserve.” The portion, applicable to its Line Investment, of Chicago District’s reserve for deferred income tax (federal or any other, on net income or profits) is hereinafter called its “Line Deferred Tax Reserve.” For the purpose of this Agreement for transmission service over the Line, the “Service Date” shall be the first day of the month next following the day, or on such day if it should be the first day of a month, upon which the systems of Edison and Indiana Company are connected by the Interstate Line. Chicago District’s Line Investment, Line Depreciation Reserve, and Line Deferred Tax Reserve shall be adjusted, in the manner hereinafter provided, on the Service Date of July 1, 1958 (if after the Service Date), on January 1, 1959, on July 1, 1959, on the first day of each January and July thereafter, and on the first day of the month following any month in which an addition, costing $10,000 or more, to Chicago District’s Line Investment is completed or placed in commercial operation, as the case may be, by Chicago District. Such dates are hereinafter called “Adjustment Dates.” The Line Investment, Line Depreciation Reserve and Line Deferred Tax Reserve applicable to any particular month shall be the Line Investment, Line Depreciation Reserve and Line Deferred Tax Reserve, as of the Adjustment Date nearest to or on but not after the first day of such month.

Section 2.2  Chicago District’s Line Investment shall, as of the Service Date, be deemed to be the amount thereof at the day before the Service Date, and as of any Adjustment Date thereafter, shall be deemed to be its Line Investment as of the Service Date plus or minus, as the case may be, net additions to its Line Investment during the period beginning with the Service Date and ending on the day before such Adjustment Date.

Section 2.3  Chicago District’s “Line Depreciation Reserve” shall, as of the Service Date, be deemed to be zero, and as of any Adjustment Date thereafter, shall be deemed to be the aggregate of

(a)  Chicago District’s aggregate Line Depreciation Charges during the period beginning with the Service Date and ending on the day before such Adjustment Date, and
(b)  any salvage recovered by Chicago District as a result of any retirement deducted from its Line Investment during the period beginning with the Service Date and ending on the day before such Adjustment Date, after deducting the sum of
any retirements deducted by Chicago District from its Line Investment during the period beginning with Service Date and ending on the day before such Adjustment Date, and
any removal costs and salvage recovery costs incurred in connection with any such retirements during the period beginning with the Service Date and ending on the day before such Adjustment Date.

Section 2.4  Chicago District’s “Depreciated Line Investment” as of the Service Date and any other Adjustment Date shall be the amount of its Line Investment as of such date, less its line Depreciation Reserve as of such date.

Section 2.5  Chicago District’s “Line Deferred Tax Reserve” shall, as of the Service Date, be deemed to be zero, and as of any Adjustment Date thereafter, shall be deemed to be the amount of
(a) the aggregate net provisions by Chicago District through such reserve, during the period beginning with the Service Date and ending on the day before such Adjustment Date, for income tax (federal or any other, on net income or profits) deferred by Chicago District through acceleration for such tax purposes of depreciation or amortization of any part of Chicago District’s Line Investment, all as permitted or required under applicable order and rulings of the regulatory authority or authorities having jurisdiction over the accounts of Chicago district, after deducting
(b) the aggregate net transfers from and charges against such reserve by Chicago District during the period beginning with the Service Date and ending on the day before such Adjustment Date, in preparation for or on account of payments of such income taxes previously so deferred, provided for and attributable to Chicago District’s Line Investment.

Section 2.6  Chicago District’s “Net Line Investment” as of the Service Date or any other Adjustment Date shall be the amount of its Depreciated Line Investment as of such date less its Line Deferred Tax Reserve as of such date.

ARTICLE III
Chicago District’s Charges to Edison

Section 3.1  For each month Edison shall pay to Chicago District a “Line Investment Charge” equal to one-twelfth of 9.89 percent (9.89%) of Chicago District’s Net Line Investment applicable to such month.

Section 3.2  For each month Edison shall pay to Chicago District a “Line Depreciation Charge” equal to one-twelfth of 1.67 percent (1.67%) of Chicago District’s Line Investment applicable to such month.

Section 3.3  For each month Edison shall pay to Chicago District a “Line Tax Charge” calculated as follows:
(a) The amount charged by Chicago District for such month to electric operations for taxes based upon the value of property represented by or upon revenues, earnings, or income from, or otherwise applicable to, Chicago District’s Line Investment, including,
without limitation, any provisions for deferred federal and other income taxes on net income or profits shall be adjusted as through Chicago District’s interest expense were equal to 5.87 percent of its Net Line Investment. From such amounts shall be deducted any amount included therein from gross revenue, sales, or other similar taxes charged directly to Edison. The balance thus determined shall be Chicago District’s “Line Tax Accrual” for such month.

(b) There shall next be added to or subtracted from the Line Tax Accrual for such month the amount of any proper adjustments of Line Tax Accruals for periods prior to such month but beginning no earlier than the Service Date. The amount thus determined shall be Chicago District’s “Adjusted Line Tax Accrual” for such month.

(c) The Adjusted Line Tax Accrual for such month shall then be segregated between Chicago District’s “Adjusted Line Income Tax Accrual” for such month and its “Adjusted Line Other Tax Accrual” for such month.

(d) Chicago District’s Line Tax Charge to Edison for such month shall be the total of Chicago District’s Adjusted Line Income Tax Accrual for such month and its Adjusted Line Other Tax Accrual for such month.

Section 3.4 For each month Edison shall pay to Chicago District a “Line Maintenance Charge” equal to the aggregate of the amounts charged by Chicago District for such month to operating or maintenance expenses (in accordance with the classification of accounts prescribed for Chicago District) for maintenance of the Line or otherwise attributable to Chicago District’s Line Investment.

Section 3.5 For each month Edison shall pay to Chicago District a “Revenue Tax Charge”, if any is payable under the provisions of this Section 3.5. The Revenue Tax Charge shall be equal to the amount for such month of any gross revenue, sales, or other similar tax charges directly applicable to the charges for such month made to Edison by Chicago District under this Agreement.

Section 3.6 Notwithstanding any of the other provisions of this Agreement, Chicago District shall have the right at any time or from time to time to modify the rate of its Line Investment Charge or the rate of its Line Depreciation Charge, or both, subject only to the approval of the regulatory authority or authorities having jurisdiction over Chicago District.

ARTICLE IV
Monthly Bills

Section 4.1 As soon as practicable after the end of each month, but not later than the tenth day of the following month, Edison shall furnish Chicago District all information necessary to be furnished by Edison to enable Chicago District to compute its bill, to Edison for such month. As soon as practicable thereafter, but not later than the end of such following month, Chicago District shall render to Edison a bill for the amount due to Chicago District from Edison for such month, under the provisions of this Agreement, and Edison shall pay such bill within fifteen days after the date thereof. If, in order to enable Edison or Chicago District to comply with the requirements of this Section 4.1, it shall be necessary to use estimates of any items, such estimates may be used and the necessary corrections shall be made in the following month. Any such corrections shall be deemed an addition to or a deduction from, as the case may be, Chicago District’s charges for such following month.
Section 4.2. Should Edison fail to pay when due, in accordance with the terms of this Agreement, any bill rendered under this Agreement, and such bill shall remain unpaid for a period of fifteen days after the date thereof, Chicago District shall be entitled to receive, and Edison shall pay, interest upon the amount of such bill at the rate of six per cent (6%) per annum from the date upon which such bill became due and payable.

Section 4.3. Should Edison fail to pay any bill, rendered under this Agreement, within fifteen days after the date thereof, Chicago District shall have the right to discontinue for that cause the service provided for under this Agreement, after giving Edison at least thirty days’ notice, in writing, of its intention so to do; such discontinuance of the service shall not discharge or acquit Edison from its obligation to continue each month to make payment of all charges provided for under this Agreement, precisely as though Edison had received and taken during the remainder of the term of this Agreement transmission service as contracted for hereunder.

Section 4.4. The right of Chicago District to discontinue the service in any instance may be exercised at any time up to and until all indebtedness then due from Edison to Chicago District shall have been paid.

Section 4.5. If and when such indebtedness to Chicago District shall have been paid, Edison shall have the right to demand and obtain renewal of complete service under this Agreement, provided, however, that if such indebtedness is not paid in full within six months after the first default under Section 4.2, Chicago District may terminate this Agreement and all rights of Edison thereunder shall cease.

ARTICLE V
Cooperation Between Chicago District and Edison

Section 5.1. Chicago District and Edison agree that they will cooperate to the fullest extent in the administration of this Agreement and operation thereunder.

Section 5.2. Chicago District agrees to furnish to Edison such information and data as is reasonably required by Edison in carrying out the provisions of this Agreement, including a monthly balance sheet and income and expense statements, and its annual audited statements and audit report, certified by a competent firm of public accountants selected by Chicago District.

Section 5.3. Edison agrees to furnish to Chicago District such information and data as is reasonably required by Chicago District in carrying out the provisions of this Agreement.

Section 5.4. Chicago District shall, at all reasonable times grant to any representatives and agents designated by Edison access to Chicago District’s Line and other property, and also, during business hours, upon request of Edison, to such records and information relating to the operation of this Agreement as Edison may specify in such request.

Section 5.5. Chicago District shall also, from time to time, upon request of Edison, furnish to Edison such information as Edison may reasonably request in order to enable it to determine the accuracy and reasonableness of bills rendered in accordance with the terms and conditions of this Agreement.
Section 5.6  Edison shall, at all reasonable times during business hours, upon request of Chicago District, grant to any representatives and agents designated by Chicago District, access to property owned or controlled by Edison, and also to such records and information relating to the operation of this Agreement as Chicago District may specify in such request.

ARTICLE VI
Notices

Section 6.1  Except as provided in Section 6.2 and except as hereinafter in this Agreement otherwise expressly provided, any notice, offer, request, or demand which may be given to, or made upon either party by the other, under any of the provisions of this Agreement, shall be given or made by serving the same in writing upon, or by sending the same by registered mail addressed to the party to be served, at such party’s general office, or at such other address as such party may from time to time in writing designate.

Section 6.2  Notwithstanding anything contained in Section 6.1, if operating conditions necessitate, both Chicago District and Edison, the one to the other, may serve notice orally, or by telephone, or by telegram.

ARTICLE VII
Indemnity

Section 7.1  Edison shall, during the term of this Agreement, indemnify and save harmless Chicago District from and against any and all claims for damages in favor of any person or persons, corporation or corporations, founded upon or arising from the construction, installation, maintenance or operation of Edison’s portion of the Interstate Line and other equipment over which power or energy is transmitted over the Line under this Agreement, and shall pay and reimburse Chicago District for all damages, costs, expenses and attorneys’ fees that Chicago District may be put to or incur in defending, or by reason of, any suit brought against it for such damages.

Section 7.2  Chicago District shall, during the term of this Agreement, indemnify and save harmless Edison from and against any and all claims for damages in favor of any person or persons, corporation or corporations, founded upon or arising from the construction, installation, maintenance or operation of Chicago District’s Line and shall pay and reimburse Edison for all damages, costs, expenses, and attorneys’ fees that Edison may be put to or incur in defending, or by reason of, any suit brought against it for such damages.

ARTICLE VIII
Arbitration

Section 8.1  If at any time a difference of opinion shall arise between the parties to this Agreement in regard to their respective rights, duties and obligations under this Agreement and within its terms and provisions, or in respect of any payments to be made by virtue of this Agreement, the question in dispute shall be referred to a board of arbitrators consisting of three competent disinterested persons skilled in the particular matter which is the subject of dispute. One of the arbitrators shall be chosen by each of the parties hereto and the two so chosen shall select the third arbitrator.
Section 8.2 The party desiring such arbitration shall give written notice of the same to the other party, setting forth definitely therein the point or points in dispute and naming the person selected by such party to act as arbitrator.

Section 8.3 If the party on whom such notice is served shall for twenty days thereafter fail to name by notice to the other party a person to act as its arbitrator, then the party giving such notice shall name the second arbitrator, and the two thus chosen shall select the third arbitrator.

Section 8.4 If the two arbitrators so chosen shall be unable to agree upon a third arbitrator within twenty days after their appointment (or if they were appointed on different days then within twenty days after the appointment of the one last appointed), then such third arbitrator shall be named and selected by the person who at the time shall be the senior Judge, in point of service, of the United States District Court for the Northern District of Indiana and application may be made upon two days’ notice in writing to the parties hereto by either or both arbitrators to such Judge for such purpose.

Section 8.5 The board of arbitrators so chosen shall immediately proceed to hear and determine all matters submitted to them, after giving to each party hereto not less than five days’ notice of the time and place of meeting; and at the time and place appointed they shall proceed summarily to hear and dispose of the matters in dispute unless in their judgment the meeting should be adjourned to a later day or days, of which adjournment like notice shall be given, unless notice is waived by both parties, in which case the hearing may proceed at an earlier day.

Section 8.6 The determination of such board of arbitrators, or a majority of them, as to any matter so submitted to them shall be final and conclusive upon the parties hereto, and such parties shall abide by such decision and perform the conditions thereof as if the same were made a part of this Agreement.

Section 8.7 In case Edison shall dispute and shall desire to submit to arbitration, as aforesaid, any of the bills rendered by Chicago District under this Agreement, Edison shall nevertheless pay such bills promptly within fifteen days after such rendition without prejudice, however, to its right to receive or recover back any sum which the decision of the arbitrators shall find to be over-payment, with interest thereon at the rate of six per cent (6%) per annum from the time when such over-payment was made until the date of refund.

Section 8.8 All expenses connected with such arbitration, including a reasonable compensation for the necessary work of the arbitrators, shall be subject to the result of such arbitration and shall be borne and shared by the parties of this Agreement in such manner or in such proportion as the arbitrators shall award.

ARTICLE IX
Duration of this Agreement

Section 9.1 This Agreement shall continue from the date hereof to the expiration of a period of 50 consecutive years commencing upon the Service Date, as defined in Section 2.1, and thereafter for successive periods of one year unless and until terminated as hereinafter in this Section 9.1 provided. Either party upon at least three years’ prior written notice to the other may
terminate this Agreement at the expiration of such period of 50 consecutive years or at the expiration of any successive period of one year.

ARTICLE X
Successors and Assigns

Section 10.1 This Agreement is executed in duplicate and shall Inure to and be binding upon the successors and assigns of the respective parties hereto.

ARTICLE XI
Regulatory Authorities

Section 11.1 This Agreement is made subject to the jurisdiction of the regulatory authority or authorities having jurisdiction in the premises, and shall not become effective until Chicago District and Edison have been granted the necessary regulatory approvals.

ARTICLE XII
Titles

Section 12.1 The titles set forth in this Agreement have been inserted merely to facilitate reference and shall have no bearing upon the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers, and to be sealed with their respective corporate seals, attested by their respective secretaries or assistant secretaries, as of the day and year first above written.

COMMONWEALTH EDISON COMPANY
OF INDIANA, INC.

(Corporate Seal)

By: /s/ H.R. Collins
Vice-President

ATTEST:

/s/ George Luckey
Secretary

COMMONWEALTH EDISON COMPANY

(Corporate Seal)

By: /s/ J. Harris Ward
Executive Vice-President

ATTEST:

/s/ Fred N. Baxter
Secretary