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SECRETARY OF THE
COMMISSION

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FEDERAL ENERGY
REGULATORY COMMISSION

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April 30, 2009

VIA HAND DELIVERY

Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20246

Re: Capacity Portability Service Agreement Between Midwest Independent Transmission System Operator, Inc., PJM Interconnection, L.L.C. and Buckeye Power, Inc.
FERC Docket No. ER09- _____

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 834d, and Section 35 of the Federal Energy Regulatory Commission's ("Commission") Regulations, 18 C.F.R. § 35 (2008), the Midwest Independent Transmission System Operator, Inc. ("Midwest ISO") and PJM Interconnection, L.L.C. ("PJM") (collectively referred to as "RTOs") hereby respectfully jointly submit an original and five (5) copies of an initial Capacity Portability Service Agreement between Buckeye Power, Incorporated ("Buckeye"), the Midwest ISO and PJM. The RTOs respectfully request the Commission to accept this Capacity Portability Service Agreement ("Service Agreement") under the Midwest ISO's Rate Schedule FERC No. 23 and PJM's Rate Schedule FERC No. 48.

I. BACKGROUND

Buckeye currently serves load that is located within the boundaries of the Midwest ISO Balancing Authority Area, which load is currently being served under and will continue to be served under the terms and conditions set forth in the PJM Open Access Transmission Tariff ("PJM Tariff"). In order to satisfy, in whole or in part, Buckeye's resource adequacy requirements obligations under Module E of the Midwest ISO's Open Access Transmission, Energy and Operating Reserves Markets Tariff ("Module E") the parties to this Service Agreement have negotiated with each other to develop the means pursuant to which Buckeye, as a load serving entity ("LSE") with load located in the Midwest ISO Balancing Authority Area will be permitted to utilize the capacity acquired on Buckeye's behalf in PJM's Reliability Pricing Model ("RPM") through May 31, 2013. Pursuant to the Service Agreement, PJM agrees to make "portable" capacity that will be available for Buckeye to use in satisfying its Midwest

ISO Module E obligations for that portion of the Buckeye's load located within the Midwest ISO Balancing Authority Area. Buckeye, while not a party to the Service Agreement, is a signatory to the Service Agreement and, therefore, Buckeye acknowledges in the Service Agreement it's continuing RPM payment obligations to PJM under the PJM Tariff and the PJM Reliability Assurance Service Agreement.

II. EFFECTIVE DATE

In order to enable Buckeye to be compliant with Module E of the Midwest ISO Tariff, (which requires, among things, that an LSE demonstrate that it has procured sufficient Planning Resources by the first day of the month prior to a Planning Month to meet its Forecast LSE Requirement and one plus the Planning Reserve Margin applicable to the LSE), the RTOs respectfully request that the Commission waive its sixty-day (60) notice requirement as required by Section 35.3(a) of the Commission's regulations, 18 C.F.R. 35.3(a) and make the Capacity Portability Service Agreement effective with one-day notice, on May 1, 2009.

III. DOCUMENTS SUBMITTED IN THIS FILING

The documents being submitted with this filing include this transmittal letter and an original and five copies of Tab A - Capacity Portability Service Agreement

IV. COMMUNICATIONS

Correspondence, pleadings and other materials regarding this filing should be addressed to the following persons:

Art W. Iler*
Assistant General Counsel
Midwest Independent Transmission System Operator, Inc.
720 City Center Drive
Carmel, IN 46032
Facsimile: (317) 249-5912
Phone: (317) 249-5400
ailer@midwestiso.org

Steven R. Pincus*
Assistant General Counsel
PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497
Facsimile: (610) 666-8211
Phone: (610) 666-4370
pincus@pjm.com

Richard A. Drom*
Allison Estin Hull
Andrews Kurth LLP
1350 I Street, N.W.
Suite 1100
Washington, D.C. 20005
Telephone: (202) 662-2701
Fax: (202) 974-9527
rdrom@andrewskurth.com

* Persons authorized to receive service

V. SERVICE AND REQUEST FOR WAIVER

A. Midwest ISO Service

The Midwest ISO hereby respectfully requests waiver of the requirements set forth in 18 C.F.R. § 385.2010 (2007). The Midwest ISO has served a copy of this filing electronically, including attachments, upon all Midwest ISO Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Midwest ISO Tariff") Customers, Midwest ISO Members, Member representatives of Transmission Owners and Non-Transmission Owners, the Midwest ISO Advisory Committee participants, as well as all state commissions within the Region. In addition, the filing has been posted electronically on the Midwest ISO's website at www.midwestmarket.org under the heading "Filings to FERC" for other interested parties in this matter.

Good cause exists for granting this waiver due to the volume of interested parties in this matter, the limited resources available to make service and the financial burden to the Midwest ISO in making and mailing copies of this filing. Many parties, in fact, prefer receiving their copy in electronic format or by the Midwest ISO's website. In addition, the Midwest ISO will provide paper copies to any interested party upon request to counsel of record for the Midwest ISO.

The Midwest ISO has mailed a copy of the Service Agreement to Patrick W. O'Loughlin, Buckeye Power, Inc., 6677 Busch Blvd. PO Box 26036, Columbus, OH 43226-0036

B. PJM Service

PJM has served a copy of this filing on all PJM Members and on all state utility regulatory commissions in the PJM Region by posting this filing electronically. Electronic service is permitted as of November 3, 2008, under the Commission's regulations¹ pursuant to


¹ See 18 C.F.R. §§ 35.2, 154.2, 154.208 and 341.2.

Order No. 714² and the Commission's Notice of Effectiveness of Regulations issued on October 28, 2008, in Docket No. RM01-5-000. In compliance with these regulations, 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.html> with a specific link to the newly-filed document, and will send an e-mail on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region³ alerting them that this filing has been made by PJM today and is available by following such link.

VI. CONCLUSION

For all of the foregoing reasons, the RTOs respectfully request that the Commission accept for filing this Capacity Portability Service Agreement and grant the effective date of May 1, 2009.

Respectfully submitted,


Richard A. Drom
Allison Estin Hull
Andrews Kurth LLP
Attorneys for the Midwest Independent
Transmission System Operator, Inc.

Steven R. Pincus
Attorney for PJM Interconnection, L.L.C.
Attachments

cc: Jeffrey Hitchings, FERC
Susan J. Court, FERC
Patrick Clarey, FERC
Christopher Miller, FERC
Penny Murrell, FERC
Melissa Lord, FERC
Michael Donnini, FERC
Natalie Tingle-Stewart, FERC
Patrick W. O'Loughlin, Buckeye

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (Order No. 714).

³ PJM already maintains updates and regularly uses e-mail lists for all PJM members and affected commissions.

TAB A



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

April 30, 2009

Richard Doying
Vice President, Market Operations
Midwest Independent Transmission System Operator, Inc.
701 City Center Drive
Carmel, IN 46032

**Re: Letter Agreement - Buckeye Power, Inc.
Capacity Portability Agreement to Midwest ISO**

Dear Mr. Doying:

In order to satisfy, in whole or in part, Buckeye Power, Inc.'s ("Buckeye") obligations under Module E of the Midwest ISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Midwest ISO Tariff") ("Module E") – as may be applicable to Buckeye's load located within the boundaries of the Midwest Independent Transmission System Operator, Inc.'s (the "Midwest ISO") Balancing Authority Area, which load is currently being served under and will continue to be served under the terms and conditions set forth in the PJM Interconnection, LLC ("PJM") Open Access Transmission Tariff (the "PJM Tariff") – the parties to this Agreement have negotiated with each other to develop the means pursuant to which Buckeye, as a load serving entity ("LSE") with load located in the Midwest ISO Balancing Authority Area will be permitted to utilize the capacity acquired on Buckeye's behalf in PJM's Reliability Pricing Model ("RPM") through May 31, 2013. This letter serves as the agreement between PJM and the Midwest ISO (sometimes referred to as a "Party" or the "Parties") pursuant to which PJM agrees to make "portable" capacity that will be available for Buckeye to use in satisfying its Midwest ISO Module E obligations for that portion of the Buckeye's load located within the Midwest ISO's Balancing Authority Area (hereinafter referred to as the "Buckeye Midwest ISO Load").

The Midwest ISO affirms that, with this Agreement, the PJM RPM capacity can be used to satisfy the obligations under Module E, as may be applicable to Buckeye's Midwest ISO Load and that Buckeye may elect to use allocated PJM RPM capacity, other Module E qualified Planning Resources, or a combination thereof to meet the reliability requirements of Module E. On a Monthly basis, as required by Module E,

Buckeye must inform the Midwest ISO as to how it will meet its Module E requirements for the following Planning Month. The Midwest ISO shall inform PJM prior to the beginning of a Month of the amount of Buckeye Midwest ISO Load that will be relying on RPM capacity to satisfy its Midwest ISO Module E requirements and PJM agrees to make such capacity available. In order to meet the Module E requirement solely using PJM RPM capacity, Buckeye, as an LSE located in the Midwest ISO, must offer into the Midwest ISO Day-Ahead Energy Market the PJM daily UCAP obligation determined by PJM for each Day consistent with the procedures set forth herein and the Buckeye Capacity Portability Operating Procedures developed and implemented by PJM and the Midwest ISO (the "Operating Procedures"). To the extent that Buckeye elects to meet its Module E requirement through the use of either a combination of non-RPM Planning Resources¹ and RPM capacity or solely with non-RPM Planning Resources, Buckeye must offer into the Midwest ISO Day-Ahead Energy Market the proportionate share of the PJM UCAP obligation reflecting the portion of the LSE's Module E requirement being satisfied by PJM RPM capacity. Additionally, that portion of an LSE's Module E requirement not being satisfied by PJM RPM capacity must meet the requirements of Module E, including the Module E "must offer" requirement, which amount shall include sufficient Planning Resources to meet its Load requirements (for the portion of Load not satisfied with PJM RPM capacity) plus the Planning Reserve Margin developed by the Midwest ISO for the zone or zones in which the Buckeye Midwest ISO Load is located.

Accordingly, PJM and the Midwest ISO hereby agree to the following terms and conditions:

1. Level of Service. The level of reliability afforded to the energy scheduled by Buckeye from PJM for service to the Buckeye Midwest ISO Load that is tagged as associated with this Agreement in accordance with the Operating Procedures ("Capacity Portability Energy Schedules") shall be no less than, and no greater than, that afforded to all other load zones in PJM in which load is paying for capacity under RPM or meeting its PJM capacity obligations under the PJM Fixed Resource Requirement alternative ("FRR"). PJM will take all necessary steps, including emergency procedures, to serve the Capacity Portability Energy Schedules serving the Buckeye Midwest ISO Load, either in its entirety or in part, during Capacity Emergencies (defined for purposes of this agreement as a NERC EEA Level 1 or above event) through May 31, 2013². Should

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in either the PJM or Midwest ISO tariffs, as applicable.

² Emergency actions implemented during Capacity Emergencies are detailed in PJM Emergency Operations Manual M13, Section 2 and Midwest ISO Market Footprint and Sub-area Capacity Emergencies Procedure EOP-002.

PJM determine, consistent with its Open Access Transmission Tariff ("PJM Tariff"), Restated Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement"), Reliability Assurance Agreement among Load-Serving Entities in the PJM Region ("RAA") and applicable reliability standards (including any requirement to limit the geographic scope of any shedding of load to that needed to alleviate an emergency), that such an emergency would have required PJM to order shedding of load in the Buckeye Zone were the Buckeye load to continue to be dynamically scheduled from PJM, then PJM will curtail, to the extent required by PJM load shedding procedures, any Capacity Portability Energy Schedules related to service of the Buckeye Midwest ISO Load on the same basis as other load shedding required to alleviate such emergency. The Midwest ISO, as Balancing Authority and Reliability Coordinator for the Buckeye Midwest ISO Load, will evaluate the need to implement emergency procedures based on overall resources available to its Balancing Authority Area including resources provided for the Buckeye Midwest ISO Load. Should the need arise to implement load shedding of any of the Buckeye Midwest ISO Load, the Midwest ISO will direct load shedding within its boundaries, through communications with and directives to Buckeye, based on its tariff emergency procedures as appropriate. Buckeye will carry out load shedding instructions issued by the Midwest ISO. If, pursuant to PJM Capacity Emergency procedures, PJM would have ordered a voltage reduction for Buckeye were Buckeye's Midwest ISO Load to continue to be dynamically scheduled from PJM, then the Midwest ISO shall, upon PJM's request, either order a voltage reduction (or equivalent load reduction, as determined in accordance with the Operating Procedures) for the Buckeye Midwest ISO Load or reduce the Capacity Portability Energy Schedules in an amount equivalent to that which would have been achieved with the ordered voltage reduction.

2. Energy Scheduling Other Than During Emergencies. Buckeye may schedule purchases from PJM's energy market in any quantity they desire, and for any purpose, in the same manner and to the same extent as any other market participant located outside the PJM Region, subject to all terms, conditions, charges and costs under the PJM Tariff and Operating Agreement applicable to such day-ahead or real-time energy. Buckeye may designate any energy schedules satisfying the criteria stated in Paragraph 1 as Capacity Portability Energy Schedules, which schedules shall originate from the PJM Energy Markets and shall be offered into the Midwest ISO Day-Ahead Energy Market as required by Module E. In no event will PJM Capacity Resources be subject to a Must Offer requirement directly into the Midwest ISO Energy Markets, provided, however, that nothing herein relieves PJM Capacity Resources from the requirement of the PJM Operating Agreement to offer the output of such resources into the PJM Day-Ahead energy Market.

3. Energy Scheduling During Emergencies.

The Buckeye Capacity Portability Operating Procedures governing the implementation of the provisions of this section will be mutually agreed to by the parties separately from this agreement.

In the event PJM experiences a Capacity Emergency (as defined in this Agreement), and is implementing emergency procedures up to but not including voltage reduction, Capacity Portability Energy Schedules for the service the Buckeye Midwest ISO Load shall be limited to the amount necessary to serve Buckeye's actual load located within the Midwest ISO. That is, when PJM enters a Capacity Emergency condition for which curtailment of exports to serve the Buckeye Midwest ISO Load is specified by the Operating Procedures (as referenced above), Capacity Portability Energy Schedules will be curtailed on a pro-rata basis such that the total of such schedules does not exceed the real-time Buckeye Midwest ISO Load. Any schedules for delivery from PJM to the Buckeye Midwest ISO Load that are not Capacity Portability Energy Schedules will be handled in accordance with the PJM Tariff and Operating Agreement.

If the Midwest ISO experiences a Capacity Emergency, then the Capacity Portability Energy Schedules shall not be reduced below the level agreed by PJM and the Midwest ISO as necessary to serve the Buckeye Midwest ISO Load.

As further detailed in the Operating Procedures, Capacity Portability Energy Schedules may be converted to a single energy transaction from PJM to the Midwest ISO, in an amount approximating the actual, real-time Buckeye Midwest ISO Load, adjusted as frequently as deemed necessary by the party experiencing the emergency. Any Capacity Portability Energy Schedules shall be curtailed by PJM for the duration of the emergency energy transaction provided by this section. Energy delivered pursuant to this section that is in excess of the energy scheduled in the PJM Day-Ahead Energy Market but less than or equal to the real-time Buckeye Midwest ISO Load shall be priced at the prevailing real time PJM-Midwest ISO interface LMP, and will not be charged the 150 percent multiplier that is otherwise applicable to emergency transactions under the PJM Tariff. The energy deliveries under this section will be terminated, and the pre-existing energy schedules shall be reinstated, at such time as both RTOs are no longer experiencing emergency conditions, or at such earlier time as agreed by PJM and the Midwest ISO.

4. RPM Settlement. Buckeye shall calculate and upload on a daily basis, or cause any Electric Distribution Company ("EDC") acting on its behalf to calculate and upload on its behalf, the Obligation Peak Load (in MW) for Buckeye to PJM according to the PJM RPM requirements in the PJM Tariff and the PJM Reliability Assurance Agreement. PJM will calculate the required Buckeye Daily UCAP Obligations based on the Obligation Peak Loads uploaded. Buckeye will have access to their daily RPM obligations through PJM's eSuite. PJM will continue to settle with Buckeye in accordance with capacity payment agreements between PJM and Buckeye.

5. Communication of RPM Obligation. PJM will communicate Buckeye's Final Zonal UCAP Obligation to the Midwest ISO for each planning period.

6. Effective Tariff. To the extent not covered hereunder, the individual tariffs of PJM and the Midwest ISO shall control transactions within each respective entity. To the extent there is a conflict between the terms and conditions of this Letter Agreement and the terms and conditions of the individual tariffs of PJM and the Midwest ISO, the terms and conditions of this Letter Agreement shall control.

7. Confidentiality. If at any time confidential information is furnished by one party to this Agreement to the other party, the provisions of Article XVIII, Section 18.1 of the Joint Operating Agreement by and between the Midwest ISO and PJM dated December 2003, as may be amended from time to time (the "JOA"), shall apply to determine how such information must be handled and protected by the Parties.

8. Indemnification. As between PJM and the Midwest ISO, the indemnity and damages limitations provisions of Article XVIII, Sections 18.3 of the JOA shall apply to this Letter Agreement.

With respect to Buckeye and PJM, the indemnification and limitation of liability provisions in the PJM Tariff and Operating Agreement shall remain in effect and control.

With respect to Buckeye and the Midwest ISO, the indemnification and limitation of liability provisions in the Midwest ISO Tariff shall remain in effect and control.

9. Disputes. The Parties shall use good faith efforts to amicably resolve any disputes occurring with regard to the matters addressed in this Agreement. However, should the Parties be unable to resolve any disputes among themselves, they shall invoke the dispute resolution procedures set forth in Article XIV, Section 14.2 of the Joint Operating Agreement by and between the Midwest ISO and PJM dated December 2003, as may be amended from time to time.

10. Cooperation. The Parties shall cooperate with each other with respect to the implementation of the terms of this Agreement. In the event of a dispute regarding the terms or implementation of this Agreement, the Parties shall use their best efforts meet, either in person or via conference call, within 10 days of the receipt of notification of such dispute from the other Party to attempt to resolve the dispute and/or determine whether any changes need to be made to the Agreement; provided, however, that no change to this Agreement shall be effective until the date specified by the Federal Energy Regulatory Commission in accepting such change.

11. No Joint Venture. This Agreement does not create or establish, and shall not be construed to create or establish, any partnership or joint venture between the Parties. This Agreement establishes terms and conditions solely of a contractual relationship, between two independent entities, to facilitate the achievement of the joint objectives described in the Agreement. The contractual relationship established hereunder implies no duties or obligations between the Parties except as specified expressly herein. All obligations hereunder shall be subject to and performed in a manner that complies with each Party's internal requirements; provided, however, this sentence shall not limit either Party's indemnity obligation under Section 9 hereof.

12. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on, any third party (other than the Parties' successors and permitted assigns, and Buckeye Power, Inc., which is an express third party beneficiary of the obligations of both Parties hereunder).

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted herein, but shall not be assigned except (a) with the written consent of the non-assigning Party, which consent may be withheld in such Party's absolute discretion; or (b) in connection with a merger, consolidation, sale, or spin-off of substantially all of a Party's assets. In the case of any merger, consolidation, reorganization, sale, or spin-off by a Party, the Party shall assure that the successor or purchaser adopts this Agreement and, the other Party shall be deemed to have consented to such adoption.

14. Force Majeure. Neither PJM nor the Midwest ISO shall be in breach of this Agreement to the extent and during the period such party's performance is made impracticable by any unanticipated cause or causes beyond such party's control and without such party's fault or negligence, which may include, but are not limited to, any act, omission, or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities; provided, however, that neither the causes and circumstances resulting in an emergency in PJM nor the existence of an emergency in PJM shall relieve PJM of its obligations under sections 1 or 3 of this agreement to serve the Buckeye Midwest ISO Load during such an emergency in the manner set forth in those sections. Upon the occurrence of an event considered by PJM or the Midwest ISO to constitute a *force majeure* event, such party shall use reasonable efforts to endeavor to continue to perform its obligations as far as reasonably practicable and to remedy the event, provided that this Section shall require no party to settle any strike or labor dispute. A party claiming a *force majeure* event shall notify the other party in writing immediately and in no event later than forty-eight (48) hours after the occurrence of the *force majeure* event. The foregoing notwithstanding, the occurrence of a cause under this Section shall not excuse a party from making any payment otherwise required under this Agreement.

15. Amendment. Except as may otherwise be provided herein, neither this Agreement nor any of the terms hereof may be amended, modified or waived unless such amendment, modification or waiver is in writing and is signed by PJM, Buckeye, and the Midwest ISO and approved by the Federal Energy Regulatory Commission.

16. Effective Date. This Agreement shall become effective on May 1, 2009. This Agreement shall terminate and cease to be effective upon the earlier of (i) May 31, 2013; or (ii) FERC acceptance of the mutual agreement by the Parties to terminate the Agreement or other FERC order terminating the Agreement. Nothing in this Agreement shall prejudice the right of either party to seek termination of this Agreement under Section 206 of the Federal Power Act as it may be amended from time to time, or such successor statute.

17. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service (including FedEx, UPS and other similar overnight delivery services), (c) in the event overnight delivery services are not readily available, if mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested, (d) if sent by facsimile or e-mail or (e) other electronic means (including electronic mail) confirmed by facsimile or telephone. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by facsimile, e-mail or other direct electronic means shall be deemed to have been validly and effectively given on the day (if a Banking Day and, if not, on the next following Banking Day) on which it is transmitted if transmitted before 4:00 p.m., recipient's time, and if transmitted after that time, on the next following Banking Day; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by giving of thirty (30) days' notice to the other parties in the manner set forth below. Such notice or communications between PJM and the Midwest ISO regarding this Agreement shall be given to the following addressees:

If to PJM:

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497
Attention: Senior Vice President - Operations
Telephone: (610) 666-8943
Facsimile: (610) 666-4281

with a copy to:

PJM Interconnection, L.L.C.
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403-2497
Attention: General Counsel
Telephone: (610) 666-4367
Facsimile: (610) 666-4281

If to the Midwest ISO:

By overnight courier:

Midwest Independent Transmission System Operator, Inc.
720 City Center Drive
Carmel, IN 46032
Attention: Vice President & General Counsel
Telephone: (317) 249-5400
Facsimile: (317) 249-5912

By U.S. Mail:

Midwest Independent Transmission System Operator, Inc.
P.O. Box 4202
Carmel, IN 46082-4202
Attention: Vice President & General Counsel
Telephone: (317) 249-5400
Facsimile: (317) 249-5912

If to the Buckeye Power, Inc.:

Patrick W. O'Loughlin
Buckeye Power, Inc.
6677 Busch Blvd.
PO Box 26036
Columbus, OH 43226-0036
Telephone: 614-846-5757, ext.103 (o)
Facsimile: 614-846-7108

18. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and be governed by, the laws of the State of Delaware and pursuant to any applicable federal laws, rules, regulations, directives, judicial or administrative orders, or duly authorized actions of the Federal Energy Regulatory Commission or any other governmental authority having jurisdiction over the Midwest ISO and PJM, without giving effect to the principles thereof relating to conflicts of law.

19. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

If this letter accurately reflects the understanding of the Midwest ISO as to the matters discussed above, please acknowledge and confirm your agreement to the terms and conditions set forth above by executing both copies of this letter in the space provided below and return on executed original to me for PJM's records.

Very truly yours,



PJM Interconnection, L.L.C.
F. Stuart Bresler, III
Vice President – Market Operations and
Demand Resources

ACCEPTED AND AGREED TO THIS 29th DAY OF APRIL, 2009.

MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.

By: 

Printed Name: Richard Doying

Title: Vice President, Market Operations

Date: April 29, 2009

ACKNOWLEDGED THIS 29th DAY OF APRIL, 2009.

BUCKEYE POWER, INC.

By: 

Printed Name: Patrick W. O'Loughlin

Title: COO & Vice President, Engineering & Power Supply

Date: April 29, 2009

Issued by: Stephen G. Kozey, Issuing Officer, Midwest ISO
Craig Glazer, Issuing Officer, PJM Interconnection, L.L.C.
Issued on: April 30, 2009

Effective: May 1, 2009