INTERCONNECTION REFORM PROCESS GDECS NUMBER II PROPOSED CLEAN-UP, CLARIFICATIONS AND CORRECTIONS TO GOVERNING DOCUMENTS TARIFF, PART VII, PART VIII AND TARIFF, PART IX

PJM Legal Service Agreement Team Attorneys

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IRPTF GDECS II Proposed Clean-Up, Clarifications and Corrections to Governing Documents

Tariff sections: Tariff, Part VII, Subpart A, sections 300 & Tariff, Part VIII, Subpart A, sections 400 – Definitions

Number	Governing Document, Agreement, Attachment, Section, Title	Current Language	Proposed Revisions	Rationale/Notes
	Tariff, Part VII, Subpart A, section 300 – Definition A Tariff, Part VIII, Subpart A, section 400 – Definition A	Affected System Customer "Affected System Customer" shall mean the developer responsible for an Affected System Facility that requires Network Upgrades to Transmission Provider's Transmission System,	"Affected System Customer" shall mean the developer responsible for an Affected System Facility that requires Network Upgrades to Transmission Provider's Transmission System ₇₂	Revision corrects punctuation.
	Tariff, Part VII, Subpart A, section 300 – Definition A Tariff, Part VIII, Subpart A, section 400 – Definition A	"Applicable Technical Requirements and Standards" shall mean those certain technical requirements and standards applicable to interconnections of generation and/or transmission facilities with the facilities of an Transmission Owner or, as the case may be and to the extent applicable, of an Electric Distributor, as published by Transmission Provider in a PJM Manual. All Applicable Technical Requirements and Standards shall be publicly available through postings on Transmission Provider's internet website.	Applicable Technical Requirements and Standards" shall mean those certain technical requirements and standards applicable to interconnections of generation and/or transmission facilities with the facilities of an Transmission Owner or, as the case may be and to the extent applicable, of an Electric Distributor, as published by Transmission Provider in a PJM Manual. All Applicable Technical Requirements and Standards shall be publicly available through postings on Transmission Provider's internet website.	Revision corrects grammar.

3.	Tariff, Part VII, Subpart A, section 300 – Definition A Tariff, Part VIII, Subpart A, section 400 – Definition A	Application and Studies Agreement" shall mean the application that must be submitted by a Project Developer or Eligible Customer that seeks to initiate a New Service Request, a form of which is set forth in Tariff, Part VII, Subpart A. An Application and Studies Agreement must be submitted electronically through PJM's web site in accordance with PJM's Manuals.	"Application and Studies Agreement" shall mean the application that must be submitted by a Project Developer or Eligible Customer that seeks to initiate a New Service Request, a form of which is set forth in Tariff, Part IXVII, Subpart A. An Application and Studies Agreement must be submitted electronically through PJM's web site in accordance with PJM's Manuals.	Revision corrects internal cross-reference.
4.	Tariff, Part VII, Subpart A, section 300 – Definition C Tariff, Part VIII, Subpart A, section 400 – Definition C	Cancellation Costs: "Cancellation Costs" shall mean costs and liabilities incurred in connection with: (a) cancellation of supplier and contractor written orders and agreements entered into to design, construct and install Transmission Owner Interconnection Facilities, and/or Customer-Funded Upgrades, and/or (b) completion of some or all of the required Transmission Owner Interconnection Facilities, and/or Customer-Funded Upgrades, or specific unfinished portions and/or removal of any or all of such facilities which have been installed, to the extent required for the Transmission Provider and/or Transmission Owner(s) to perform their respective obligations under the Tariff, Part VII. Cancellation costs may include costs for Customer-Funded Upgrades assigned to Project Developer or Eligible Customer, in accordance with the Tariff and as reflected in as set forth in Appendix 2, section 16.1.4 of this GIA, that remain the responsibility of Project Developer or Eligible Customer under the Tariff, even if such New Service Request is terminated or withdrawn.	"Cancellation Costs" shall mean costs and liabilities incurred in connection with: (a) cancellation of supplier and contractor written orders and agreements entered into to design, construct and install Transmission Owner Interconnection Facilities, and/or Customer-Funded Upgrades, and/or (b) completion of some or all of the required Transmission Owner Interconnection Facilities, and/or Customer-Funded Upgrades, or specific unfinished portions and/or removal of any or all of such facilities which have been installed, to the extent required for the Transmission Provider and/or Transmission Owner(s) to perform their respective obligations under the Tariff, Part VIII. Cancellation costs may include costs for Customer-Funded Upgrades assigned to Project Developer or Eligible Customer, in accordance with the Tariff and as reflected in as set forth in GIA, Appendix 2, section 16.1.4 of this GIA, that remain the responsibility of Project Developer or Eligible Customer under the Tariff, even if such New Service Request is terminated or withdrawn.	Revisions incorporate PJM standard formatting.

5.	Tariff, Part VII, Subpart A, section 300 – Definition C Tariff, Part VIII, Subpart A, section 400 – Definition C	Construction Service Agreement" shall mean either an Interconnection Construction Service Agreement, Network Upgrade Cost Responsibility Agreement or Upgrade Construction Service Agreement.	"Construction Service Agreement" shall mean either an Interconnection Construction Service Agreement, Network Upgrade Cost Responsibility Agreement or Upgrade Construction Service Agreement the agreement entered into by a Developer Party, Transmission Owner and the Transmission Provider pursuant to Tariff, Part VII or Tariff, Part VIII in the form set forth in Tariff, Part IX, Subpart J.	Revisions correct the definition and provide related cross-references.
6.	Tariff, Part VII, Subpart A, section 300 – Definition C Tariff, Part VIII, Subpart A, section 400 – Definition C	Cycle: "Cycle" shall mean that period of time between the start of an Application phase and conclusion of the corresponding Final Agreement Negotiation Phase. The Cycle consists of the Application Phase, Phase I, Decision Point I, Phase II, Decision Point II, Phase III, Decision Point III, and the Final Agreement Negotiation Phase.	Cycle: "Cycle" shall mean that period of time between the start of an Application Phase and conclusion of the corresponding Final Agreement Negotiation Phase. The Cycle consists of the Application Phase, Phase I, Decision Point I, Phase II, Decision Point II, Phase III, Decision Point III, and the Final Agreement Negotiation Phase.	Revision corrects capitalization of a defined term.

7	Tariff, Part VII, Subpart A,	Eligible Customer:	Eligible Customer:	Revisions incorporate PJM standard formatting.
ļ' ·	section 300 – Definition E	Englishe dustomer.	Lingible dustomer.	revisions moorporate roll standard formatting.
	Tariff, Part VIII, Subpart A, section 400 – Definition E	"Eligible Customer" shall mean:	"Eligible Customer" shall mean:	
		(i) Any electric utility (including any Transmission Owner and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Provider or Transmission Owner offer the unbundled transmission service, or pursuant to a voluntary offer of such service by a Transmission Owner.	(i) Any electric utility (including any Transmission Owner and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by the Federal Power Act , such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Provider or Transmission Owner offer the unbundled transmission service, or pursuant to a voluntary offer of such service by a Transmission Owner.	
8.	Tariff, Part VII, Subpart A, section 300 – Definition E	Energy Storage Resource:	Energy Storage Resource:	Revision corrects punctuation.
	Tariff, Part VIII, Subpart A, section 400 – Definition E	"Energy Storage Resource" shall mean a resource capable of receiving electric energy from the grid and storing it for later injection to the grid that participates in the PJM Energy, Capacity and/or Ancillary Services markets as a Market Participant. Open- Loop Hybrid Resources are not Energy Storage Resources.	"Energy Storage Resource" shall mean a resource capable of receiving electric energy from the grid and storing it for later injection to the grid that participates in the PJM Energy, Capacity and/or Ancillary Services markets as a Market Participant. Open—Loop Hybrid Resources are not Energy Storage Resources.	

9.	Tariff, Part VII, Subpart A,	Facilities Study:	Facilities Study:	Revisions incorporate PJM standard formatting.
	section 300 – Definition F Tariff, Part VIII, Subpart A, section 400 – Definition F	"Facilities Study" shall be an engineering study conducted by the Transmission Provider (in coordination with the affected Transmission Owner(s)) to: (1) determine the required modifications to the Transmission Provider's Transmission System necessary to implement the conclusions of the System Impact Studies; and (2) complete any additional studies or analyses documented in the System Impact Studies or required by PJM Manuals, and determine the required modifications to the Transmission Provider's Transmission System based on the conclusions of such additional studies.	"Facilities Study" shall be an engineering study conducted by the Transmission Provider (in coordination with the affected Transmission Owner(s)) to: (1) determine the required modifications to the Transmission Provider's Transmission System necessary to implement the conclusions of the System Impact Studies; and (2) complete any additional studies or analyses documented in the System Impact Studies or required by PJM Manuals, and determine the required modifications to the Transmission Provider's Transmission System based on the conclusions of such additional studies.	
10.	Tariff, Part VII, Subpart A, section 300 – Definition I Tariff, Part VIII, Subpart A, section 400 – Definition I	Incidental Expenses" shall mean those expenses incidental to the performance of construction pursuant to an Interconnection Construction Service Agreement, including, but not limited to, the expense of temporary construction power, telecommunications charges, Transmission Owner expenses associated with, but not limited to, document preparation, design review, installation, monitoring, and construction-related operations and maintenance for the Generating Facility and for the Interconnection Facilities.	Incidental Expenses: "Incidental Expenses" shall mean those expenses incidental to the performance of construction pursuant to an Interconnection Construction Service Agreement, including, but not limited to, the expense of temporary construction power, telecommunications charges, Transmission Owner expenses associated with, but not limited to, document preparation, design review, installation, monitoring, and construction-related operations and maintenance for the Generating Facility and for the Interconnection Facilities.	Revisions to correct defined term.

11.	Tariff, Part VII, Subpart A, section 300 – Definition I Tariff, Part VIII, Subpart A, section 400 – Definition I	Incremental Deliverability Rights (IDRs): "Incremental Deliverability Rights" ("IDR)" shall mean the rights to the incremental ability, resulting from the addition of Merchant Transmission Facilities, to inject energy and capacity at a point on the Transmission System, such that the injection satisfies the deliverability requirements of a Capacity Resource. Incremental Deliverability Rights may be obtained by a generator or a Generation Project Developer, pursuant to an IDR Transfer Agreement, to satisfy, in part, the deliverability requirements necessary to obtain Capacity Interconnection Rights.	Incremental Deliverability Rights (IDRs): "Incremental Deliverability Rights" ("IDR")" shall mean the rights to the incremental ability, resulting from the addition of Merchant Transmission Facilities, to inject energy and capacity at a point on the Transmission System, such that the injection satisfies the deliverability requirements of a Capacity Resource. Incremental Deliverability Rights may be obtained by a generator or a Generation Project Developer, pursuant to an IDR Transfer Agreement, to satisfy, in part, the deliverability requirements necessary to obtain Capacity Interconnection Rights.	Revisions correct punctuation.
12.	Tariff, Part VII, Subpart A, section 300 – Definition N Tariff, Part VIII, Subpart A, section 400 – Definition NE	Necessary Study Agreement: "Necessary Study Agreement" shall mean the form of agreement for preparation of one or more Necessary Studies, as set forth in Tariff, Part IX, Subpart G.	Necessary Studiesy Agreement: "Necessary Studiesy Agreement" shall mean the form of agreement for preparation of one or more Necessary Studies, as set forth in Tariff, Part IX, Subpart G.	Revisions correct references to the agreement in Tariff, Part IX, Subpart G.
13.	Tariff, Part VII, Subpart A, section 300 – Definition N Tariff, Part VIII, Subpart A, section 400 – Definition N	Necessary Study(ies)" shall mean the assessment(s) undertaken by the Transmission Provider to determine whether a planned modification under Appendix 2, section 3.4.1 of the GIA will have a permanent material impact on the Transmission System and to identify the additions, modifications, or replacements to the Transmission System, if any, that are necessary, in accordance with Good Utility Practice, and/or to maintain compliance with Applicable Laws and Regulations or Applicable Standards, to accommodate the planned	Necessary Study(ies)" shall mean the assessment(s) undertaken by the Transmission Provider to determine whether a planned modification under GIA, Appendix 1/12, section 3.4.1 of the GIA will have a permanent material impact on the Transmission System and to identify the additions, modifications, or replacements to the Transmission System, if any, that are necessary, in accordance with Good Utility Practice, and/or to maintain compliance with Applicable Laws and Regulations or Applicable Standards, to accommodate the	Revisions correct internal cross-reference, incorporate PJM standard formatting, and correct the reference to the agreement in Tariff, Part IX, Subpart G.

	modifications. A form of the Necessary Study Agreement is set forth in Tariff, Part IX, Subpart G.	planned modifications. A form of the Necessary Studiesy Agreement is set forth in Tariff, Part IX, Subpart G.	
14. Tariff, Part VII, Subpart A, section 300 – Definition N Tariff, Part VIII, Subpart A, section 400 – Definition N	Network Upgrades: "Network Upgrades" shall mean modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's overall Transmission System for the general benefit of all users of such Transmission System. Network Upgrades shall include Stand Alone Network Upgrades which are Network Upgrades that are not part of an Affected System; only serve the Generating Facility or Merchant Transmission Facility; and have no impact or potential impact on the Transmission System until the final tie-in is complete. Both Transmission Provider and Project Developer must agree as to what constitutes Stand Alone Network Upgrades and identify them in the GIA, Schedule L or in the Interconnection Construction Service Agreement, Schedule D. If the Transmission Provider and Project Developer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider must provide the Project Developer a written technical explanation outlining why the Transmission Provider does not consider the Network Upgrade	"Network Upgrades" shall mean modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's overall Transmission System for the general benefit of all users of such Transmission System. Network Upgrades shall include Stand Alone Network Upgrades which are Network Upgrades that are not part of an Affected System; only serve the Generating Facility or Merchant Transmission Facility; and have no impact or potential impact on the Transmission System until the final tie-in is complete. Both Transmission Provider and Project Developer must agree as to what constitutes Stand Alone Network Upgrades and identify them in the GIA, Specifications, section 3.0chedule L or in the Interconnection Construction Service Agreement, Schedule CD. If the Transmission Provider and Project Developer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider must provide the Project Developer a written technical explanation outlining why the Transmission Provider does not consider the Network	Revisions correct internal cross-references.

	to be a Stand Alone Network Upgrade within 15 days of its determination.	Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.	
Tariff, Part VII, Subpart A, section 300 – Definition P Tariff, Part VIII, Subpart A, section 400 – Definition P	Permissible Technological Advancement: "Permissible Technological Advancement" shall mean a proposed technological change such as an advancement to turbines, inverters, plant supervisory controls or other similar advancements to the technology proposed in the Interconnection Request that is submitted to the Transmission Provider no later than the end of Decision Point II. Provided such change may not: (i) increase the capability of the Generating Facility or Merchant Transmission Facility as specified in the original Interconnection Request; (ii) represent a different fuel type from the original Interconnection Request; or (iii) cause any material adverse impact(s) on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response. If the proposed technological advancement is a Permissible Technological Advancement, no additional study will be necessary and the proposed technological advancement will not be considered a Material Modification.	Permissible Technological Advancement: ""Permissible Technological Advancement" shall mean a proposed technological change such as an advancement to turbines, inverters, plant supervisory controls or other similar advancements to the technology proposed in the Interconnection Request that is submitted to the Transmission Provider no later than the end of Decision Point II. Provided such change may not: (i) increase the capability of the Generating Facility or Merchant Transmission Facility as specified in the original Interconnection Request; (ii) represent a different fuel type from the original Interconnection Request; or (iii) cause any material adverse impact(s) on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response. If the proposed technological advancement is a Permissible Technological Advancement, no additional study will be necessary and the proposed technological advancement will not be considered a Material Modification.	Revisions incorporate PJM standard formatting.

16.	Tariff, Part VII, Subpart A, section 300 – Definition P Tariff, Part VIII, Subpart A, section 400 – Definition P	Project Developer Interconnection Facilities: "Project Developer Interconnection Facilities" shall mean all facilities and equipment owned and/or controlled, operated and maintained by Project Developer on Project Developer's side of the Point of Change of Ownership identified in the Schedule B of the Generation Interconnection Agreement, including any modifications, additions, or upgrades made to such facilities and equipment, that are necessary to physically and electrically interconnect the Generating Facility with the Transmission System.	Project Developer Interconnection Facilities: "Project Developer Interconnection Facilities" shall mean all facilities and equipment owned and/or controlled, operated and maintained by Project Developer on Project Developer's side of the Point of Change inof Ownership identified in the GIA, Schedule B of the Generation Interconnection Agreement, including any modifications, additions, or upgrades made to such facilities and equipment, that are necessary to physically and electrically interconnect the Generating Facility with the Transmission System.	Revisions incorporate PJM standard formatting and reference to a defined term.
17.	Tariff, Part VII, Subpart A, section 300 – Definition Q Tariff, Part VIII, Subpart A, section 400 – Definition Q	Qualifying Facility: "Qualifying Facility" shall mean means an electric energy generating facility that complies with the qualifying facility definition established by Public Utility Regulatory Policies Act ("PURPA") and any FERC rules as amended from time to time (18 C.F.R. part 292, section 292.203 et seq.) implementing PURPA and, to the extent required to obtain or maintain Qualifying Facility status, is self-certified as a Qualifying Facility or is certified as a Qualified Facility by the FERC.	"Qualifying Facility" shall mean means—an electric energy generating facility that complies with the qualifying facility definition established by Public Utility Regulatory Policies Act ("PURPA") and any FERC rules as amended from time to time (18 C.F.R. part 292, section 292.203 et seq.) implementing PURPA and, to the extent required to obtain or maintain Qualifying Facility status, is self-certified as a Qualifying Facility or is certified as a Qualified Facility by the FERC.	Revision corrects grammar.

18.	Tariff, Part VII, Subpart A, section 300 – Definition R Tariff, Part VIII, Subpart A, section 400 – Definition R	Request Number: "Request Number" shall mean, when an Application from an Upgrade Customer results in a valid Upgrade Request, in accordance with Tariff, Part VII, section 306 [or Part VIII, Subpart H, section 435], the assigned Request Number to such request as confirmed by Transmission Owner. The Request Number will indicate the serial position and priority.	Request Number" shall mean, when an Application from an Upgrade Customer results in a valid Upgrade Request, in accordance with Tariff, Part VII, section 33706 [or Part VIII, Subpart H, section 435], the assigned Request Number to such request as confirmed by Transmission Owner. The Request Number will indicate the serial position and priority.	Revision corrects internal cross-reference.
19.	Tariff, Part VII, Subpart A, section 300 – Definition S Tariff, Part VIII, Subpart A, section 400 – Definition S	Schedule of Work: "Schedule of Work" shall mean that Schedule of Work set forth in section 8.0 of Schedule L of a GIA, or Schedule of a CSA, as applicable, setting forth the timing of work to be performed by the Constructing Entity(ies), based upon the System Impact Study(ies) and subject to modification, as required, in accordance with Transmission Provider's scope change process for interconnection projects set forth in the PJM Manuals.	Schedule of Work: "Schedule of Work" shall mean that Schedule of Work set forth in GIA, Schedule, L, section 8.0 of Schedule L of a GIA, or CSA, Schedule of a CSAAppendix I, as applicable, setting forth the timing of work to be performed by the Constructing Entity(ies), based upon the System Impact Study(ies) and subject to modification, as required, in accordance with Transmission Provider's scope change process for interconnection projects set forth in the PJM Manuals.	Revision corrects internal cross-references and incorporates PJM standard formatting.

4	Tariff, Part VII, Subpart A, section 300 – Definition S Tariff, Part VIII, Subpart A, section 400 – Definition S	Scope of Work: "Scope of Work" shall mean that scope of the work set forth in Specification section 3.0 of the GIA to be performed by the Constructing Entity(ies) pursuant to the Interconnection Construction Service Agreement, provided that such Scope of Work may be modified, as required, in accordance with Transmission Provider's scope change process for interconnection projects set forth in the PJM Manuals.	"Scope of Work" shall mean that scope of the work set forth in GIA, Specifications, section 3.0 of the GIA to be performed by the Constructing Entity(ies) or scope of work set forth in pursuant to the Interconnection Construction Service Agreement, Schedule C, provided that such Scope of Work may be modified, as required, in accordance with Transmission Provider's scope change process for interconnection projects set forth in the PJM Manuals.	Revisions modify language to incorporate PJM standard formatting, grammatical correction, and correction to a defined term.
	Tariff, Part VII, Subpart A, section 300 – Definition S	Security: "Security" shall mean the financial guaranty provided by the Project Developer, Eligible Customer or Upgrade Customer pursuant to Tariff, Part VII, Subpart D, sections 309(A)(2)(i), 309(A)(3)(a), 311(a)(2)(d)(i)(a). 311(A)(2)(h), and 313(A)(1)(a), to secure the Project Developer's, Eligible Customer's or Upgrade Customer responsibility for Costs under an interconnection-related agreement set forth in Tariff, Part IX.	Security: "Security" shall mean the financial guaranty provided by the Project Developer, Eligible Customer or Upgrade Customer pursuant to Tariff, Part VII, Subpart D, sections 309(A)(2)(i), and Tariff, Part VII, Subpart D, section 309(A)(3)(a), and Tariff, Part VII, Subpart D, section, 311(a)(2)(d)(i)(a), and Tariff, Part VII, Subpart D, section 311(A)(2)(h), and Tariff, Part VII, Subpart D, section 313(A)(1)(a), to secure the Project Developer's, Eligible Customer's or Upgrade Customer responsibility for Costs under an interconnection-related agreement set forth in Tariff, Part IX.	Revisions clarify internal cross-references and correct grammar.

22.	Tariff, Part VIII, Subpart A, section 400 – Definition S	Security: "Security" shall mean the financial guaranty provided by the Project Developer, Eligible Customer or Upgrade Customer pursuant to Tariff, Part VIII, Subpart C, sections 406(A)(2) and (3), 408(A)(2)(d), and 410(A)(1) to secure the Project Developer's, Eligible Customer's or Upgrade Customer responsibility for Costs under an interconnection-related agreement set forth in Tariff, Part IX.	"Security" shall mean the financial guaranty provided by the Project Developer, Eligible Customer or Upgrade Customer pursuant to Tariff, Part VIII, Subpart C, sections 406(A)(2) and (3), and Tariff, Part VIII, Subpart C 408(A)(2)(d), and Tariff, Part VIII, Subpart C, section 410(A)(1) to secure the Project Developer's, Eligible Customer's or Upgrade Customer responsibility for Costs under an interconnection-related agreement set forth in Tariff, Part IX.	Revisions clarify internal cross-references.
	Tariff, Part VII, Subpart A, section 300 – Definition S	Site Control: "Site Control" shall mean the evidentiary documentation provided by Project Developer in relation to a New Service Request demonstrating the requirements as set forth in the following Tariff, Part VII, Subpart A, section 302, and Tariff, Part VII, Subpart C, section 306, and Subpart D, sections 309 and 313.	Site Control: "Site Control" shall mean the evidentiary documentation provided by Project Developer in relation to a New Service Request demonstrating the requirements as set forth in the following—Tariff, Part VII, Subpart A, section 302, and Tariff, Part VII, Subpart D, sections 309, and Tariff, Part VII, Subpart D, section 313.	Revisions clarify internal cross-references and correct grammar.
	Tariff, Part VIII, Subpart A, section 400 – Definition S	Site Control: "Site Control" shall mean the evidentiary documentation provided by Project Developer in relation to a New Service Request demonstrating the requirements as set forth in the following Tariff, Part VIII, Subpart A, section 402, and Tariff, Part VIII, Subpart B, section 403, and Subpart C, sections 406 and 410.	Site Control: "Site Control" shall mean the evidentiary documentation provided by Project Developer in relation to a New Service Request demonstrating the requirements as set forth in the following Tariff, Part VIII, Subpart A, section 402, and Tariff, Part VIII, Subpart B, section 403, and Tariff, Part VIII, Subpart C, sections 406 and Tariff, Part VIII, Subpart C, section 410.	Revisions clarify internal cross-references.

	Tariff, Part VII, Subpart A, section 300 – Definition S Tariff, Part VIII, Subpart A, section 400 – Definition S	"Stand Alone Network Upgrades" shall mean Network Upgrades, which are not part of an Affected System, which a Project Developer may construct without affecting day-to-day operations of the Transmission System during their construction. Transmission Provider, Transmission Owner and Project Developer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Specifications section 3.0 of Appendix L of the GIA. If the Transmission Provider or Transmission Owner and Project Developer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider or Transmission Owner that disagrees with the Project Developer must provide the Project Developer a written technical explanation outlining why the Transmission Provider or Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.	"Stand Alone Network Upgrades" shall mean Network Upgrades, which are not part of an Affected System, which a Project Developer may construct without affecting day-to-day operations of the Transmission System during their construction. Transmission Provider, Transmission Owner and Project Developer must agree as to what constitutes Stand Alone Network Upgrades and identify them in GIA, Specifications, section 3.0 of Appendix L of the GIA. If the Transmission Provider or Transmission Owner and Project Developer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider or Transmission Owner that disagrees with the Project Developer must provide the Project Developer a written technical explanation outlining why the Transmission Provider or Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.	Revisions correct internal cross-references and incorporate PJM standard formatting.
26.	Tariff, Part VII, Subpart A, section 300 – Definition T Tariff, Part VIII, Subpart A, section 400 – Definition T	Transmission Owner Interconnection Facilities: "Transmission Owner Interconnection Facilities" shall mean all Interconnection Facilities that are not Project Developer Interconnection Facilities and that, after the transfer under Appendix 2, section 23.3.5 of the GIA to the Transmission Owner of title to any Transmission Owner Interconnection Facilities that the Project Developer constructed, are owned, controlled, operated and maintained by the Transmission Owner on the Transmission Owner's side of the Point of Change of Ownership identified in appendices to the Generation Interconnection Agreement and if applicable, the Interconnection Construction Service Agreement, including any modifications, additions or upgrades made to such facilities and	Transmission Owner Interconnection Facilities" shall mean all Interconnection Facilities that are not Project Developer Interconnection Facilities and that, after the transfer under GIA, Appendix II2, section 23.3.5 of the GIA to the Transmission Owner of title to any Transmission Owner Interconnection Facilities that the Project Developer constructed, are owned, controlled, operated and maintained by the Transmission Owner on the Transmission Owner's side of the Point of Change inof Ownership identified in appendices to the Generation Interconnection Agreement and if applicable, the Interconnection—Construction Service Agreement, including any modifications, additions or upgrades	Revisions incorporate PJM standard formatting and correct reference to a defined term.

equipment, that are necessary to physically and electrically interconnect the Generating Facility with the Transmission System or interconnected distribution facilities.	made to such facilities and equipment, that are necessary to physically and electrically interconnect the Generating Facility with the Transmission System or interconnected distribution facilities.	

IRPTF GDECS II Proposed Clean-Up, Clarifications and Corrections to Governing Documents

Tariff sections: Tariff, Part IX, Subpart B – Form of Generation Interconnection Agreement Combined with Construction Service Agreement

N	umber	Governing Document, Agreement, Attachment, Section, Title	Current Language	Proposed Revisions	Rationale/Notes
27		Fariff, Part IX, Subpart B, GIA, section 1.0	Parties. This Generation Interconnection Agreement ("GIA") including the Specifications, Schedules and Appendices attached hereto and incorporated herein, is entered into by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (hereinafter "Transmission Provider" or "PJM"), ("Project Developer" [OPTIONAL: or "[short name"]]) and ("Transmission Owner" [OPTIONAL: or "[short name]"]). All capitalized terms herein shall have the meanings set forth in the appended definitions of such terms as stated in Part I of the PJM Open Access Transmission Tariff ("Tariff").	Parties. This Generation Interconnection Agreement ("GIA") including the Specifications, Schedules and Appendices attached hereto and incorporated herein, is entered into by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (hereinafter "Transmission Provider" or "PJM"),	To correct the cross-references to Tariff definitions.

28.	Tariff, Part IX, Subpart B, GIA, section 2.0	Authority. This GIA is entered into pursuant to the Generation Interconnection Procedures set forth in [instruction: {use Part VII if this is a transition period GIA subject to Tariff, Part VII} {use Part VIII if this a new rules GIA subject to Part VIII} of the Tariff. Project Developer has requested a GIA under the Tariff, and Transmission Provider has determined that Project Developer is eligible under the Tariff to obtain this GIA. The standard terms and conditions for interconnection as set forth in Appendix 2 to this GIA are hereby specifically incorporated as provisions of this GIA. Transmission Provider, Transmission Owner, and Project Developer agree to and assume all of the rights and obligations of the Transmission Provider, Transmission Owner, and Project Developer, respectively, as set forth in Appendix 2 to this GIA.	Authority. This GIA is entered into pursuant to the Generation Interconnection Procedures ("GIP") set forth in [instruction: {use Part VII if this is a transition period GIA subject to Tariff, Part VII} {use Part VIII if this a new rules GIA subject to Part VIII}] of the Tariff. Project Developer has requested a GIA under the Tariff, and Transmission Provider has determined that Project Developer is eligible under the Tariff to obtain this GIA. The standard terms and conditions for interconnection as set forth in Appendix 2 to this GIA are hereby specifically incorporated as provisions of this GIA. Transmission Provider, Transmission Owner, and Project Developer agree to and assume all of the rights and obligations of the Transmission Provider, Transmission Owner, and Project Developer, respectively, as set forth in GIA, Appendix 2-to this GIA.	Correction to add GIP to first reference of Generation Interconnection Procedures. The GIP is referred to in Section 5.0, but is not defined until Appendix 1. Revisions also incorporate PJM standard formatting.
29.	Tariff, Part IX, Subpart B, GIA, section 3.0	Generating Facility or Merchant Transmission Facility Specifications. Attached are Specifications for the Generating Facility or Merchant Transmission Facility that Project Developer proposes to interconnect with the Transmission System. Project Developer represents and warrants that, upon completion of construction of such facilities, it will own or control the Generating Facility or Merchant Transmission Facility identified in section 1.0 of the Specifications attached hereto and made a part hereof. In the event that Project Developer will not own the Generating Facility or Merchant Transmission Facility, Project Developer represents and warrants that it is authorized by the owner(s) thereof to enter into this GIA and to represent such control.	Generating Facility or Merchant Transmission Facility Specifications. Attached are Specifications for the Generating Facility or Merchant Transmission Facility that Project Developer proposes to interconnect with the Transmission System. Project Developer represents and warrants that, upon completion of construction of such facilities, it will own or control the Generating Facility or Merchant Transmission Facility identified in GIA, Specifications, section 1.0 of the Specifications attached hereto and made a part hereof. In the event that Project Developer will not own the Generating Facility or Merchant Transmission Facility, Project Developer represents and warrants that it is authorized by the owner(s) thereof to enter into this GIA and to represent such control.	Revisions incorporate PJM standard formatting.

30.	Tariff, Part IX, Subpart B, GIA, section 4.0	Effective Date. Subject to any necessary regulatory acceptance, this GIA shall become effective on the date it is executed by all Interconnection Parties, or, if the agreement is filed with FERC unexecuted, upon the date specified by FERC. This GIA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated in accordance with the terms set forth in Appendix 2 to this GIA. The term of the GIA shall be as provided in section 1.3 of Appendix 2 to this GIA. Interconnection Service shall commence as provided in section 1.2 of Appendix 2 to this GIA.	Effective Date. Subject to any necessary regulatory acceptance, this GIA shall become effective on the date it is executed by all Interconnection Parties, or, if the agreement is filed with FERC unexecuted, upon the date specified by FERC. This GIA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated in accordance with the terms set forth in GIA, Appendix 2 to this GIA. The term of the GIA shall be as provided in GIA, Appendix 2, section 1.3 of Appendix 2 to this GIA. Interconnection Service shall commence as provided in GIA, Appendix 2, section 1.2 of Appendix 2 to this GIA.	To correct the subsection reference to be more general because all of section 1 applies, not just section 1.2. Revisions also incorporate PJM standard formatting.
31.	Tariff, Part IX, Subpart B, GIA, section 6.2.1	Fuel delivery agreement and water agreement. Project Developer must demonstrate it has entered into a fuel delivery agreement and water agreement, if necessary, and that it controls any necessary rights-of-way for fuel and water interconnection by	Fuel delivery agreement and water agreement. On or before	To make the milestone wording consistent with the other milestones.
32.	Tariff, Part IX, Subpart B, GIA, section 6.2.2	6.2.2 Local, county, and state site permits. Project Developer must obtain all necessary local, county, and state site permits by	6.2.2 Local, county, and state site permits. On or before, Project Developer must demonstrate that it has obtained obtain all necessary local, county, and state site permits by	To make the milestone wording consistent with the other milestones.

33.	Tariff, Part IX, Subpart B, GIA, section 6.2.3	Project Developer shall provide evidence of 100 percent Site Control for the Generating Facility or Merchant Transmission Facility, Interconnection Facilities, and, if applicable, the Stand Alone Network Upgrades necessary to interconnect the project to the Transmission System consistent with GIP no later than six months after the effective date of this GIA. Notwithstanding any other provisions of this GIA, no extension of this milestone shall be granted and if the Project Developer fails to meet this milestone, its Interconnection Request and this Agreement shall be deemed terminated and withdrawn. Transmission Provider shall take all necessary steps to effectuate this termination, including submitting the necessary filings with FERC.	Project Developer shall provide evidence of 100 percent Site Control for the Generating Facility or Merchant Transmission Facility, Interconnection Facilities, and, if applicable, the Stand Alone Network Upgrades necessary to interconnect the project to the Transmission System consistent with GIP no later than 180 dayssix months after the effective date of this GIA. Notwithstanding any other provisions of this GIA, no extension of this milestone shall be granted and if the Project Developer fails to meet this milestone, its Interconnection Request and this Agreement shall be deemed terminated and withdrawn. Transmission Provider shall take all necessary steps to effectuate this termination, including submitting the necessary filings with FERC.	To reference six months in terms of days to clarify calculation of deadline.
34.	Tariff, Part IX, Subpart B, GIA, section 6.4	Project Developer shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider's reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Project Developer (i) did not cause and (ii) could not have remedied through the exercise of due diligence. Project Developer shall also have a one-time option to extend its milestone (other than any milestone related to Site Control) for a total period of one year regardless of cause. This option may only be applied one time for an Interconnection Request, and may only be applied to one single milestone specified in this GIA. Other milestone dates stated in this GIA shall be deemed to be extended coextensively with Project Developer's use of this provision. Once this extension is used, it is no longer available with regard to any other milestones or other deadlines in this GIA. If the Project Developer fails to meet any of the milestones set forth above, including	Project Developer shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider's reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Project Developer (i) did not cause and (ii) could not have remedied through the exercise of due diligence. Project Developer shall also have a one-time option to extend its milestone (other than any milestone related to Site Control) for a total period of one year regardless of cause. This option may only be applied one time for an Interconnection Request, and may only be applied to one single milestone specified in this GIA. Other milestone dates stated in this GIA shall be deemed to be extended coextensively with Project Developer's use of this provision. Once this extension is used, it is no longer available with regard to any other milestones or other deadlines in this GIA. If the Project Developer fails to meet any of the milestones set forth above, including any extended milestones, its Interconnection Request shall be terminated and withdrawn,	To clarify that termination and withdrawal are subject to those provisions, including breach.

		any extended milestones, its Interconnection Request shall be terminated and withdrawn, in accordance with the provisions of Appendix 2, sections 15 and 16. Transmission Provider shall take all necessary steps to effectuate this termination, including submitting the necessary filings with FERC.	in accordance withsubject to the provisions of Appendix 2, sections 15 and 16. Transmission Provider shall take all necessary steps to effectuate this termination, including submitting the necessary filings with FERC.	
35.	Tariff, Part IX, Subpart B, GIA, section 10.4.1	Schedule L of this GIA sets forth the additional terms and conditions of service that apply in the event there are any Project Developer Interconnection Facilities, Transmission Owner Interconnection Facilities, or Transmission Owner Upgrades subject to this Agreement. In the event there is an additional Transmission Owner listed in Specification section 3.0(c), Transmission Provider, Project Developer and the additional Transmission Owner shall be required to enter into a separate Interconnection Construction Service Agreement in the form set forth in Tariff, Part IX, Subpart J. In the event there are any Common Use Upgrades listed in Specification section 3.0 of this GIA, Transmission Provider and Project Developer, along with the other relevant Project Developers, shall also be required to enter into a separate Network Upgrade Cost Responsibility Agreement in the form set forth in Tariff, Part IX, Subpart H.	GIA, Schedule L-of this GIA-sets forth the additional terms and conditions of service that apply in the event there are any Project Developer Interconnection Facilities, Transmission Owner Interconnection Facilities, or Transmission Owner Upgrades subject to this Agreement. In the event there is an additional Transmission Owner listed in GIA, Specifications, section 3.0(c), Transmission Provider, Project Developer and the additional Transmission Owner shall be required to enter into a separate Interconnection—Construction Service Agreement in the form set forth in Tariff, Part IX, Subpart J. In the event there are any Common Use Upgrades listed in GIA, Specifications, section 3.0 of this GIA, Transmission Provider and Project Developer, along with the other relevant Project Developers, shall also be required to enter into a separate Network Upgrade Cost Responsibility Agreement in the form set forth in Tariff, Part IX, Subpart H.	Correction to clarify subsection reference in Specifications, section 3.0, correction to reference the CSA properly, corrections to comply with standard PJM formatting.

36.	Tariff, Part IX, Subpart B, GIA,	11.1 Point of Interconnection. The Point of	11.1 Point of Interconnection. The Point of Interconnection	To make the reference to the diagram conform to how
	section 11.1 – 11.4	Interconnection shall be as identified on the one-line	shall be as identified on the one-linesingle-line diagram	it is labeled in Schedule B, remove duplicate language
		diagram attached as Schedule B to this GIA.	attached as GIA, Schedule B. to this GIA.	and incorporate standard formatting.
		11.2 List and Ownership of Interconnection Facilities	11.2 List and Ownership of Interconnection Facilities and	
		and Transmission Owner Upgrades. The	Transmission Owner Upgrades. The Interconnection Facilities	
		Interconnection Facilities and Transmission Owner	and Transmission Owner Upgrades and Transmission Owner	
		Upgrades and Transmission Owner Upgrades to be	Upgrades to be constructed and ownership of the components	
		constructed and ownership of the components thereof	thereof are identified in GIA, section 3.0 of the Specifications	
		· · · · · · · · · · · · · · · · · · ·	attached to this GIA.	
		are identified in section 3.0 of the Specifications	attached to this GIA.	
		attached to this GIA.	4400 1: 11 (: 444 : 5 : 4 -	
			11.3 Ownership and Location of Metering Equipment. The	
		11.3 Ownership and Location of Metering Equipment.	Metering Equipment to be constructed, the capability of the	
		The Metering Equipment to be constructed, the	Metering Equipment to be constructed, and the ownership	
		capability of the Metering Equipment to be constructed,	thereof, are identified on the attached GIA, Schedule C-to this	
		and the ownership thereof, are identified on the	GIA.	
		attached Schedule C to this GIA.		
			11.4 Applicable Technical Standards. The Applicable	
		11.4 Applicable Technical Standards. The Applicable	Technical Requirements and Standards that apply to the	
		Technical Requirements and Standards that apply to the	Generating Facility or Merchant Transmission Facility and the	
		Generating Facility or Merchant Transmission Facility	Interconnection Facilities and Transmission Owner Upgrades	
		and the Interconnection Facilities and Transmission	are identified in GIA, Schedule D-to-this GIA.	
			are identified in <u>GIA, Scriedule D-to this GIA</u> .	
		Owner Upgrades are identified in Schedule D to this		
		GIA.		

37.	Tariff, Part IX, Subpart B, GIA, section 16.0	Amendment. Except as set forth in Appendix 2, section 12.0 of this GIA, this GIA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto. Parties acknowledge that, subsequent to execution of this agreement, errors may be corrected by replacing the page of the agreement containing the error with a corrected page, as agreed to and signed by the parties without modifying or altering the original date of execution, dates of any milestones, or obligations contained therein.	Amendment. Except as set forth in GIA, Appendix 2, section 12.0 of this GIA, this GIA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto. Parties acknowledge that, subsequent to execution of this agreement, errors may be corrected by replacing the page of the agreement containing the error with a corrected page, as agreed to and signed by the parties without modifying or altering the original date of execution, dates of any milestones, or obligations contained therein.	To make this a broader reference so other potentially applicable sections of Appendix 2 are not excluded.
38.	Tariff, Part IX, Subpart B, GIA, section 22	Addendum of Interconnection Requirements for all Wind or Non-synchronous Generation Facilities. To the extent required, Schedule H to this GIA sets forth interconnection requirements for a wind or non-synchronous generation facilities and is hereby incorporated by reference and made a part of this GIA.	Addendum of Interconnection Requirements for all Wind or Non-synchronous Generation Facilities. To the extent required, Schedule H to this GIA sets forth interconnection requirements for a wind or non-synchronous generation facilities and is hereby incorporated by reference and made a part of this GIA.	To correct grammar.

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39.	Tariff, Part IX, Subpart B, GIA,	Infrastructure security of electric system equipment and	Infrastructure security of electric system equipment and	To correct capitalization of defined terms.
	section 23	operations and control hardware and software is	operations and control hardware and software is essential to	
		essential to ensure day-to-day reliability and operational	ensure day-to-day reliability and operational security. All	
		security. All interconnection parties agree to comply	#Interconnection pParties agree to comply with all	
		with all infrastructure security requirements of the North	infrastructure security requirements of the North American	
		American Electric Reliability Corporation. All	Electric Reliability Corporation. All Transmission Providers,	
		Transmission Providers, Transmission Owners, market	Transmission Owners, mMarket pParticipants, and Project	
		participants, and Project Developers interconnected with	Developers interconnected with electric systems are to	
		electric systems are to comply with the	comply with the recommendations offered by the President's	
		recommendations offered by the President's Critical	Critical Infrastructure Protection Board and best practice	
			·	
		Infrastructure Protection Board and best practice	recommendations from the electric reliability authority. All	
		recommendations from the electric reliability authority.	public utilities are expected to meet basic standards for	
		All public utilities are expected to meet basic standards	electric system infrastructure and operational security,	
		for electric system infrastructure and operational	including physical, operational, and cyber-security practices.	
		security, including physical, operational, and cyber-		
		security practices.		
40.	Tariff, Part IX, Subpart B, GIA,	The generating unit(s) described in section 1.0 shall be	The generating unit(s) described in Specifications, section 1.0	To clarify the cross-reference.
	Specifications, section 2.1	an Energy Resource. Pursuant to this GIA, the	shall be an Energy Resource. Pursuant to this GIA, the	
	(alternate section 2.1)	generating unit will be permitted to inject MW	generating unit will be permitted to inject MW (nominal)	
		(nominal) into the system. PJM reserves the right to	into the system. PJM reserves the right to limit injections to	
		limit injections to this quantity in the event reliability	this quantity in the event reliability would be affected by output	
		would be affected by output greater than such quantity.]	greater than such quantity.]	
		1	9 · · · · · · · · · · · · · · · · · · ·	

41.	Tariff, Part IX, Subpart B, GIA, Specifications, section 2.1a	To the extent that any portion of the Generating Facility described in section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Generating Facility shall be an Energy Resource. PJM reserves the right to limit total injections to the Maximum Facility Output in the event reliability would be affected by output greater than such quantity.	To the extent that any portion of the Generating Facility described in Specifications, section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Generating Facility shall be an Energy Resource. PJM reserves the right to limit total injections to the Maximum Facility Output in the event reliability would be affected by output greater than such quantity.	To clarify the cross-reference.
	Tariff, Part IX, Subpart B, GIA, Specifications, section 3.0(a)(1)(i)	Facilities for which the Project Developer has sole cost responsibility	Facilities for which the Project Developer has sole cost responsibility.	To correct punctuation.
43.	Tariff, Part IX, Subpart B, GIA, Specifications, section 3.0(a)(2)	In the event that Project Developer has exercised the Option to Build, it is hereby permitted to build in accordance with and subject to the conditions and limitations set forth in Attachment L, the following portions of the Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades which constitute or are part of the Generating Facility or Merchant Transmission Facility:	In the event that Project Developer has exercised the Option to Build, it is hereby permitted to build in accordance with and subject to the conditions and limitations set forth in GIA, ScheduleAttachment L, the following portions of the Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades which constitute or are part of the Generating Facility or Merchant Transmission Facility:	Correction to properly reference GIA, Schedule L as it appears.
	Tariff, Part IX, Subpart B, GIA, Specifications, section 3.0(b) (2) (i)	Facilities for which the Project Developer has sole cost responsibility	Facilities for which the Project Developer has sole cost responsibility.	To correct punctuation.

45.	Tariff, Part IX, Subpart B, GIA, Specifications, section 3.0(c)	[if applicable, include the following][Name of any additional Transmission Owner constructing facilities with which Project Developer and Transmission Provider will also execute an Interconnection Construction Service Agreement] Facilities for which the Project Developer has sole cost responsibility	[if applicable, include the following][Name of any additional Transmission Owner constructing facilities with which Project Developer and Transmission Provider will also execute an Interconnection Construction Service Agreement] Facilities for which the Project Developer has sole cost responsibility.	To correct the reference to the CSA and make a grammatical correction.
46.	Tariff, Part IX, Subpart B, GIA, Specifications, section 3.0(c)(i)	Facilities for which the Project Developer has sole cost responsibility	Facilities for which the Project Developer has sole cost responsibility.	To correct punctuation.
47.	Tariff, Part IX, Subpart B, GIA, Specifications, section 4.0	Subject to modification pursuant to the Negotiated Contract Option and/or the Option to Build, Project Developer shall be subject to the estimated charges detailed below, which shall be billed and paid in accordance with Appendix 2, section 11 of this GIA and Schedule L, section 9.0 {instruction - to be included if there is an additional Transmission Owner that has a separate CSA [and in Appendix 2, section 3.2.3.2 of the Construction Service Agreement with [insert Transmission Owner name].]} {Instruction - to be included if there is a Network Upgrade Cost Responsibility Agreement [and in [insert reference to NUCRA provisions]}	Subject to modification pursuant to the Negotiated Contract Option and/or the Option to Build, Project Developer shall be subject to the estimated charges detailed below, which shall be billed and paid in accordance with GIA, Appendix 2, section 11 of this GIA and GIA, Schedule L, section 9.0 {instruction - to be included if there is an additional Transmission Owner that has a separate CSA [and in Appendix III2, section 93.2.3.2 of the Construction Service Agreement with [insert Transmission Owner name].]} {Instruction - to be included if there is a Network Upgrade Cost Responsibility Agreement [and in [insert reference to NUCRA provisions]}	Correction to cross-reference of a section of the CSA and to incorporate PJM standard formatting.
48.	Tariff, Part IX, Subpart B, GIA, Specifications, section 4.7	Sum of Security required for costs listed in Specifications sections 4.1 through 4.5 of this GIA	Sum of Security required for <u>C</u> eosts listed in <u>GIA</u> , Specifications sections 4.1 through 4.5 of this GIA	To capitalize defined term and incorporate PJM standard formatting.

Tariff, Part IX, Subpart B, GIA, Appendix 2, 3.4 (Modification Costs)	Unless otherwise required by Applicable Laws and Regulations or this Appendix 2 and, with respect to a Transmission Project Developer, subject to the terms of the GIP,:	Unless otherwise required by Applicable Laws and Regulations or this Appendix 2 and, with respect to a Transmission Project Developer, subject to the terms of the GIP;:	Change to remove an excess comma.
50. Tariff, Part IX, Subpart B, GIA, Appendix 2, section 4.6.1.3	In the event that operation of the Generating Facility or Merchant Transmission Facility of an Project Developer causes the Transmission System or the Transmission Owner's facilities to deviate from appropriate voltage schedules and/or reactive power schedules as specified by Transmission Provider or the Transmission Owner's operations control center (acting on behalf or at the direction of Transmission Provider), or that otherwise is inconsistent with Good Utility Practice and results in an unreasonable deterioration of the quality of electric service to other customers of Transmission Provider or the Transmission Owner, the Project Developer shall, upon discovery of the problem or upon notice from Transmission Provider or the Transmission Owner, acting on behalf or at the direction of Transmission Provider, take whatever steps are reasonably necessary to alleviate the situation at its expense, in accord with Good Utility Practice and within the reactive capability of the Generating Facility or Merchant Transmission Facility. In the event that the Project Developer does not alleviate the situation within a reasonable period of	In the event that operation of the Generating Facility or Merchant Transmission Facility of an Project Developer causes the Transmission System or the Transmission Owner's facilities to deviate from appropriate voltage schedules and/or reactive power schedules as specified by Transmission Provider or the Transmission Owner's operations control center (acting on behalf or at the direction of Transmission Provider), or that otherwise is inconsistent with Good Utility Practice and results in an unreasonable deterioration of the quality of electric service to other customers of Transmission Provider or the Transmission Owner, the Project Developer shall, upon discovery of the problem or upon notice from Transmission Provider or the Transmission Owner, acting on behalf or at the direction of Transmission Provider, take whatever steps are reasonably necessary to alleviate the situation at its expense, in accord with Good Utility Practice and within the reactive capability of the Generating Facility or Merchant Transmission Facility. In the event that the Project Developer does not alleviate the situation within a reasonable period of time following Transmission Provider's or the Transmission Owner's notice	Correction of a grammatical error.

	time following Transmission Provider's or the Transmission Owner's notice thereof, the Transmission Owner, with Transmission Provider's approval, upon notice to the Project Developer and at the Project Developer's expense, may take appropriate action, including installation on the Transmission System of power factor correction or other equipment, as is reasonably required, consistent with Good Utility Practice, to remedy the situation cited in Transmission Provider's or the Transmission Owner's notice to the Project Developer under this section.	thereof, the Transmission Owner, with Transmission Provider's approval, upon notice to the Project Developer and at the Project Developer's expense, may take appropriate action, including installation on the Transmission System of power factor correction or other equipment, as is reasonably required, consistent with Good Utility Practice, to remedy the situation cited in Transmission Provider's or the Transmission Owner's notice to the Project Developer under this section.	
Tariff, Part IX, Subpart B, GIA, Appendix 2, section 5.2.1	The Interconnection Parties agree to confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility or Merchant Transmission Facility, the Project Developer Interconnection Facilities and any Transmission Owner Interconnection Facilities. In the event an Interconnection Construction Service Agreement is required, the Construction Parties acknowledge and agree that certain outages of transmission facilities owned by the Transmission Owner, as more specifically detailed in the Scope of Work, may be necessary in order to complete the process of constructing and installing all Interconnection Facilities. The Interconnection Parties, and where applicable, any Construction Parties, further acknowledge and agree that any such outages shall be coordinated by and through the Transmission Provider.	The Interconnection Parties agree to confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility or Merchant Transmission Facility, the Project Developer Interconnection Facilities and any Transmission Owner Interconnection Facilities. In the event an Interconnection Construction Service Agreement is required, the Construction Parties acknowledge and agree that certain outages of transmission facilities owned by the Transmission Owner, as more specifically detailed in the Scope of Work, may be necessary in order to complete the process of constructing and installing all Interconnection Facilities. The Interconnection Parties, and where applicable, any Construction Parties, further acknowledge and agree that any such outages shall be coordinated by and through the Transmission Provider.	To correct the reference to the CSA.

52.	Tariff, Part IX, Subpart B, GIA, Appendix 2, section 8.5.3	A Project Developer entering the New Services Queue on or after October 1, 2012, with a proposed new Generating Facility that has a Maximum Facility Output equal to or greater than 100 MW shall install and maintain, at its expense, phasor measurement units ("PMUs"). PMUs shall be installed on the Generating Facility low side of the generator step-up transformer, unless it is a non-synchronous generation facility, in which case the PMUs shall be installed on the Generating Facility side of the Point of Change of Ownership.	A Project Developer entering the New Services Queue on or after October 1, 2012, with a proposed new Generating Facility that has a Maximum Facility Output equal to or greater than 100 MW shall install and maintain, at its expense, phasor measurement units ("PMUs"). PMUs shall be installed on the Generating Facility low side of the generator step-up transformer, unless it is a non-synchronous generation facility, in which case the PMUs shall be installed on the Generating Facility side of the Point of Change of in Ownership.	Correction to reflect defined term.
53.	Tariff, Part IX, Subpart B, GIA, Appendix 2, section 10.1(d)(i)	any such charge shall exclude costs and expenses associated with Transmission Owner Interconnection Facilities and Transmission Owner Upgrades owned by the Transmission Owner that are radial line facilities that serve load in addition to an Project Developer; and	any such charge shall exclude costs and expenses associated with Transmission Owner Interconnection Facilities and Transmission Owner Upgrades owned by the Transmission Owner that are radial line facilities that serve load in addition to an Project Developer; and	Correction of grammatical error.

54.	Tariff, Part IX, Subpart B, GIA, Appendix 2, section 11.2.4	In the event of a billing dispute between any of the Interconnection Parties, and where applicable, the Construction Parties, Transmission Provider and the Transmission Owner shall continue to perform their respective obligations pursuant to this Generation Interconnection Agreement and any related Interconnection Construction Service Agreements so long as (a) Project Developer continues to make all payments not in dispute, and (b) the Security held by the Transmission Provider while the dispute is pending exceeds the amount in dispute, or (c) Project Developer pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Project Developer fails to meet any of these requirements, then Transmission Provider shall so inform the other Interconnection Parties and Construction Parties and Transmission Provider or the Transmission Owner may provide notice to Project Developer of a Breach pursuant to section 15 of this Appendix 2.	In the event of a billing dispute between any of the Interconnection Parties, and where applicable, the Construction Parties, Transmission Provider and the Transmission Owner shall continue to perform their respective obligations pursuant to this Generation Interconnection Agreement and any related Interconnection Construction Service Agreements so long as (a) Project Developer continues to make all payments not in dispute, and (b) the Security held by the Transmission Provider while the dispute is pending exceeds the amount in dispute, or (c) Project Developer pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Project Developer fails to meet any of these requirements, then Transmission Provider shall so inform the other Interconnection Parties and Construction Parties and Transmission Provider or the Transmission Owner may provide notice to Project Developer of a Breach pursuant to section 15 of this Appendix 2.	To correct the reference to a defined term.
55.	Tariff, Part IX, Subpart B, GIA, , Appendix 2, section 15.4	An Interconnection Party that commits a Breach and does not take steps to cure the Breach pursuant to this section 15.4 is automatically in Default of this Appendix 2 and of the Generation Interconnection Agreement, and its project and this Agreement shall be deemed terminated and withdrawn. Transmission Provider shall take all necessary steps to effectuate this termination, including submitted the necessary filings with FERC.	An Interconnection Party that commits a Breach and does not take steps to cure the Breach pursuant to this section 15.4 is automatically in Default of this Appendix 2 and of the Generation Interconnection Agreement, and its project and this Agreement shall be deemed terminated and withdrawn. Transmission Provider shall take all necessary steps to effectuate this termination, including submitted submitting the necessary filings with FERC."	Correction of a grammatical error.

56.	Tariff, Part IX, Subpart B, GIA,	In the event of cancellation pursuant to Appendix 2,	In the event of cancellation pursuant to Appendix 2, section	To incorporate PJM standard formatting by removing
	Appendix 2, section 16.1.4	section 16.1 of this GIA, the Project Developer shall be	16.1 of this GIA, the Project Developer shall be liable to pay	"the."
	P.F ,	liable to pay to the Transmission Owner or Transmission	to the Transmission Owner or Transmission Provider all	
		Provider all Cancellation Costs in connection with the	Cancellation Costs in connection with the GIA. Cancellation	
		GIA. Cancellation costs may include costs for Network	costs may include costs for Network Upgrades assigned to	
		Upgrades assigned to Project Developer, in accordance	Project Developer, in accordance with the Tariff and as	
		with the Tariff and as reflected in this GIA, which remain	reflected in this GIA, which remain the responsibility of	
		the responsibility of Project Developer under the Tariff.	Project Developer under the Tariff. This shall include costs	
		This shall include costs including, but not limited to, the	including, but not limited to, the costs for such Network	
		costs for such Network Upgrades to the extent such	Upgrades to the extent such cancellation would be a Material	
		cancellation would be a Material Modification, or would	Modification, or would have an adverse effect or impose	
		have an adverse effect or impose costs on other Project	costs on other Project Developers in the Cycle. In the event	
		Developers in the Cycle. In the event the Transmission	the Transmission Owner incurs Cancellation Costs, it shall	
		Owner incurs Cancellation Costs, it shall provide the	provide the Transmission Provider, with a copy to the Project	
		Transmission Provider, with a copy to the Project	Developer, with a written demand for payment and with	
		Developer, with a written demand for payment and with	reasonable documentation of such Cancellation Costs. The	
		reasonable documentation of such Cancellation Costs.	Project Developer shall pay the Transmission Provider each	
		The Project Developer shall pay the Transmission	bill for Cancellation Costs within 30 days after, as applicable,	
		Provider each bill for Cancellation Costs within 30 days	the Transmission Owner's or Transmission Provider's	
		after, as applicable, the Transmission Owner's or	presentation to the Project Developer of written demand	
		Transmission Provider's presentation to the Project	therefor, provided that such demand includes reasonable	
		Developer of written demand therefor, provided that	documentation of the Cancellation Costs that the invoicing	
		such demand includes reasonable documentation of the	party seeks to collect. Upon receipt of each of Project	
		Cancellation Costs that the invoicing party seeks to	Developer's payments of such bills of the Transmission	
		collect. Upon receipt of each of Project Developer's	Owner, Transmission Provider shall reimburse the	
		payments of such bills of the Transmission Owner,	Transmission Owner for Cancellation Costs incurred by the	
		Transmission Provider shall reimburse the Transmission	latter.	
		Owner for Cancellation Costs incurred by the latter.		

57.	Tariff, Part IX, Subpart B, GIA, Appendix 2, section 16.2.2.1	In the event that (i) the Generation Interconnection Agreement and Interconnection Service under this Appendix 2 are terminated and (ii) Transmission Provider determines that some or all of the Interconnection Facilities and Transmission Owner Upgrades that are owned by the Project Developer are necessary for the safety, integrity and/or reliability of the Transmission System, Project Developer, subject to Applicable Laws and Regulations, shall transfer to the Transmission Owner title to the Interconnection Facilities and Transmission Owner Upgrades that Transmission Provider has determined to be necessary for the safety, integrity and/or reliability of the Transmission System.	In the event that (i) the Generation Interconnection Agreement and Interconnection Service under this Appendix 2 are terminated and (ii) Transmission Provider determines that some or all of the Interconnection Facilities and Transmission Owner Upgrades that are owned by the Project Developer are necessary for the safety, integrity and/or reliability of the Transmission System, Project Developer, subject to Applicable Laws and Regulations, shall transfer to the Transmission Owner title to the Interconnection Facilities and Transmission Owner Upgrades that Transmission Provider has determined to be necessary for the safety, integrity and/or reliability of the Transmission System.	To remove "the" consistent with PJM standard formatting.
58.	Tariff, Part IX, Subpart B, GIA, Appendix 2, section 16.2.2.2	In the event that removal of some or all of the Interconnection Facilities and Transmission Owner Upgrades is necessary to maintain compliance with Applicable Standards, Project Developer shall be responsible for the costs of any such removal. Project Developer shall have the right to take or retain title to equipment and/or facilities that are removed pursuant to this section; alternatively, in the event that the Project Developer does not wish to retain title to removed equipment and/or facilities that it owns, the Transmission Owner may elect to pay the Project Developer a mutually agreed amount to acquire and own such equipment and/or facilities.	In the event that removal of some or all of the Interconnection Facilities and Transmission Owner Upgrades is necessary to maintain compliance with Applicable Standards, Project Developer shall be responsible for the costs of any such removal. Project Developer shall have the right to take or retain title to equipment and/or facilities that are removed pursuant to this section; alternatively, in the event that the Project Developer does not wish to retain title to removed equipment and/or facilities that it owns, the Transmission Owner may elect to pay the Project Developer a mutually agreed amount to acquire and own such equipment and/or facilities.	To remove "the" consistent with PJM standard formatting.

	Tariff, Part IX, Subpart B, GIA, Appendix 2, section 22.1	In the event that this Generation Interconnection Agreement contains any terms that deviate materially from the form included in the Tariff, Transmission Provider shall file the Generation Interconnection Agreement on behalf of itself and the Transmission Owner with FERC as a service schedule under the Tariff within 30 days after execution. Project Developer may request that any information so provided be subject to the confidentiality provisions of section 17 of this Appendix 2. An Project Developer shall have the right, with respect to any Generation Interconnection Agreement tendered to it, to request (a) dispute resolution under section 12 of the Tariff or, if concerning the Regional Transmission Expansion Plan, consistent with Schedule 5 of the Operating Agreement, or (b) that Transmission Provider file the agreement unexecuted with FERC. With the filing of any unexecuted Generation Interconnection Agreement, Transmission Provider may, in its discretion, propose to FERC a resolution of any or all of the issues in dispute between or among the Interconnection Parties.	In the event that this Generation Interconnection Agreement contains any terms that deviate materially from the form included in the Tariff, Transmission Provider shall file the Generation Interconnection Agreement on behalf of itself and the Transmission Owner with FERC as a service schedule under the Tariff within 30 days after execution. Project Developer may request that any information so provided be subject to the confidentiality provisions of GIA, Appendix 2, section 17 of this Appendix 2. An Project Developer shall have the right, with respect to any Generation Interconnection Agreement tendered to it, to request (a) dispute resolution under section 12 of the Tariff or, if concerning the Regional Transmission Expansion Plan, consistent with Schedule 5 of the Operating Agreement, or (b) that Transmission Provider file the agreement unexecuted with FERC. With the filing of any unexecuted Generation Interconnection Agreement, Transmission Provider may, in its discretion, propose to FERC a resolution of any or all of the issues in dispute between or among the Interconnection Parties.	To make a grammatical correction and clarify a cross reference.
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60.	Tariff, Part IX, Subpart B, GIA, Appendix 2, section 24.1	This section 24.1 is applicable only to Project Developers. Provided that Project Developer agrees to conform to all requirements of the Internal Revenue Service ("IRS") (e.g., the "safe harbor" section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016)) that would confer nontaxable status on some or all of the transfer of property, including money, by Project Developer to the Transmission Owner for payment of the Costs of construction of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades, the Transmission Owner, based on such agreement and on current law, shall treat such transfer of property to it as nontaxable income and, except as provided in section 24.4.2 below, shall not include income taxes in the Costs of Transmission Owner Interconnection Facilities and Transmission Owner Upgrades that are payable by Project Developer under the Generation Interconnection Agreement. Project Developer shall document its agreement to conform to IRS requirements for such non-taxable status in the Generation Interconnection Agreement, the Interconnection Construction Service Agreement, and/or applicable agreement.	This section 24.1 is applicable only to Project Developers. Provided that Project Developer agrees to conform to all requirements of the Internal Revenue Service ("IRS") (e.g., the "safe harbor" section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016)) that would confer nontaxable status on some or all of the transfer of property, including money, by Project Developer to the Transmission Owner for payment of the Costs of construction of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades, the Transmission Owner, based on such agreement and on current law, shall treat such transfer of property to it as nontaxable income and, except as provided in section 24.4.2 below, shall not include income taxes in the Costs of Transmission Owner Interconnection Facilities and Transmission Owner Upgrades that are payable by Project Developer under the Generation Interconnection Agreement. Project Developer shall document its agreement to conform to IRS requirements for such non-taxable status in the Generation Interconnection Agreement, the Interconnection Construction Service Agreement, and/or applicable agreement.	To correct the reference to the CSA.
61.	Tariff, Part IX, Subpart B, GIA, Appendix 2, section 24.2	Project Developer shall indemnify the Transmission Owner for any costs that Transmission Owner incurs in the event that the IRS and/or a state department of revenue ("State") determines that the property, including money, transferred by Project Developer to the Transmission Owner with respect to the construction of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades is taxable income to the Transmission Owner. Project Developer shall pay to the Transmission Owner, on demand, the amount of any	Project Developer shall indemnify the Transmission Owner for any costs that Transmission Owner incurs in the event that the IRS and/or a state department of revenue ("State") determines that the property, including money, transferred by Project Developer to the Transmission Owner with respect to the construction of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades is taxable income to the Transmission Owner. Project Developer shall pay to the Transmission Owner, on demand, the amount of any income taxes that the IRS or a State assesses to the	To correct the reference to the CSA.

62.	Tariff, Part IX, Subpart B, GIA, Schedule I	income taxes that the IRS or a State assesses to the Transmission Owner in connection with such transfer of property and/or money, plus any applicable interest and/or penalty charged to the Transmission Owner. In the event that the Transmission Owner chooses to contest such assessment, either at the request of Project Developer or on its own behalf, and prevails in reducing or eliminating the tax, interest and/or penalty assessed against it, the Transmission Owner shall refund to Project Developer the excess of its demand payment made to the Transmission Owner over the amount of the tax, interest and penalty for which the Transmission Owner is finally determined to be liable. Project Developer's tax indemnification obligation under this section shall survive any termination of the Generation Interconnection Agreement or Interconnection Construction Service Agreement. This Schedule I specifies information for Energy Storage Resource will be required to provide primary frequency response consistent with the conditions set forth in Appendix 2, sections 4.7.2, 4.7.2.1, 4.7.2.2, 4.7.2.3, and 4.7.2.4 of this GIA.	Transmission Owner in connection with such transfer of property and/or money, plus any applicable interest and/or penalty charged to the Transmission Owner. In the event that the Transmission Owner chooses to contest such assessment, either at the request of Project Developer or on its own behalf, and prevails in reducing or eliminating the tax, interest and/or penalty assessed against it, the Transmission Owner shall refund to Project Developer the excess of its demand payment made to the Transmission Owner over the amount of the tax, interest and penalty for which the Transmission Owner is finally determined to be liable. Project Developer's tax indemnification obligation under this section shall survive any termination of the Generation Interconnection Agreement or Interconnection Construction Service Agreement. This Schedule I specifies information for Energy Storage Resource will be required to provide primary frequency response consistent with the conditions set forth in GIA, Appendix 2, sections 4.67.2 (Primary Frequency Response), 46.67.2.1 (Governor or Equivalent Controls), 4.67.2.2 (Timely and Sustained Response), 4.67.2.3 (Exemptions), and 4.67.2.4 (Energy Storage Resource) of this GIA.	To correct and clarify cross-references.
63.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 2.0	The standard terms and conditions for construction included in Appendix 2 of the GIA associated with this Interconnection Request are hereby specifically incorporated herein.	The standard terms and conditions for interconnections construction included in GIA, Appendix 2 of the GIA associated with this Interconnection Request are hereby specifically incorporated herein.	Revisions correct the language to align with the name of Appendix 2 and incorporate standard formatting.

64.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 5.0(a)	Project Developer Interconnection Facilities. Project Developer is responsible for designing and constructing the Project Developer Interconnection Facilities described in Specifications section 3.0(a)(1) of this GIA.	Project Developer Interconnection Facilities. Project Developer is responsible for designing and constructing the Project Developer Interconnection Facilities described in GIA, Specifications, section 3.0(a)(1) of this GIA.	To incorporate PJM standard formatting and make a grammatical correction.
65.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 5.0(b)(1)	The Transmission Owner Interconnection Facilities and Transmission Owner Upgrades for which Transmission Owner shall be responsible for constructing are described in Specifications section 3.0(b) of this GIA.	The Transmission Owner Interconnection Facilities and Transmission Owner Upgrades for which Transmission Owner shall be responsible for constructing are described in GIA, Specifications, section 3.0(b) of this GIA.	To make a grammatical correction and reflect PJM standard formatting.
66.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 5.0(b)(3)	If Yes is indicated, Project Developer shall build, in accordance with and subject to the conditions and limitations set forth in section 11.2.3 of this Schedule L, those portions of the Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades described in Specifications section 3.0(a)(2) of this GIA.	If Yes is indicated, Project Developer shall build, in accordance with and subject to the conditions and limitations set forth in GIA, Schedule L, section 11.2.3 of this Schedule L, those portions of the Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades described in GIA, Specifications, section 3.0(a)(2) of this GIA.	To clarify internal cross-references, make a grammatical correction, and incorporate PJM standard formatting.

67.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 6.0	Facilitation by Transmission Provider: Transmission Provider shall keep itself apprised of the status of the Transmission Owner's and Project Developer's construction-related activities and, upon request of either of them, Transmission Provider shall meet with the Transmission Owner and Project Developer separately or together to assist them in resolving issues between them regarding their respective activities, rights and obligations under this Schedule L and Appendix 2 of the this GIA. Each of Transmission Owner and Project Developer shall cooperate in good faith with the other in Transmission Provider's efforts to facilitate resolution of disputes.	Facilitation by Transmission Provider: Transmission Provider shall keep itself apprised of the status of the Transmission Owner's and Project Developer's construction-related activities and, upon request of either of them, Transmission Provider shall meet with the Transmission Owner and Project Developer separately or together to assist them in resolving issues between them regarding their respective activities, rights and obligations under this GIA, Schedule L and GIA, Appendix 2-of the this GIA. Each of Transmission Owner and Project Developer shall cooperate in good faith with the other in Transmission Provider's efforts to facilitate resolution of disputes.	To incorporate PJM standard formatting.
68.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 8.0	Project Developer: [Provide start and completion date for construction of Project Developer Interconnection Facilities listed in Specifications, section 3.0, including any facilities being constructed to pursuant to the Option to Build, or state "Not Applicable"]	Project Developer: [Provide start and completion date for construction of Project Developer Interconnection Facilities listed in Specifications, section 3.0, including any facilities being constructed to pursuant to the Option to Build, or state "Not Applicable"]	Correction to grammatical error.

69.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 7.0	Scope of Work. The Scope of Work for all construction shall be as set forth in Specifications section 3.0 of this GIA, provided, however, that the scope of work is subject to change in accordance with Transmission Provider's scope change process for interconnection projects as set forth in the PJM Manuals. The scope change process is intended to be used for changes to the Scope of Work as defined herein, and is not intended to be used to change any of the milestone set forth in the GIA. Any change to the Scope of Work must be agreed to by all Parties in writing by executing a scope change document.	Scope of Work. The Scope of Work for all construction shall be as set forth in Specifications, section 3.0 of this GIA, provided, however, that the scope of work is subject to change in accordance with Transmission Provider's scope change process for interconnection projects as set forth in the PJM Manuals. The scope change process is intended to be used for changes to the Scope of Work as defined herein, and is not intended to be used to change any of the milestone set forth in the GIA. Any change to the Scope of Work should be acknowledged must be agreed to by the all Parties in writing by executing a scope change document.	Correction to align with PJM's scope change process.
70.	Tariff, Part IX, Subpart B, GIA, Schedule L, Section 10.1	Project Developer Obligations: Project Developer shall, at its sole cost and expense, design, procure, construct, own, and install the Generating Facility or Merchant Transmission Facility and the Project Developer Interconnection Facilities in accordance with this GIA, Applicable Standards, Applicable Laws and Regulations, Good Utility Practice, the Scope of Work, and the System Impact Study(ies) (to the extent that design of the Project Developer Interconnection Facilities is included therein), provided, however, that, in the event and to the extent that the Generating Facility or Merchant Transmission Facility is comprised of or includes Merchant Network Upgrades, subject to the terms of section 11.2.3 of this Schedule L, the Transmission Owner shall design, procure, construct and install such Merchant Network Upgrades.	Project Developer Obligations: Project Developer shall, at its sole cost and expense, design, procure, construct, own, and install the Generating Facility or Merchant Transmission Facility and the Project Developer Interconnection Facilities in accordance with this GIA, Applicable Standards, Applicable Laws and Regulations, Good Utility Practice, the Scope of Work, and the Facilities Study(ies) and/or System Impact System Impact System Impact Study(ies) (to the extent that design of the Project Developer Interconnection Facilities is included therein and, except that, in the event of a conflict, the Facilities Study and not the System Impact Study will control); provided, however, that, in the event and to the extent that the Generating Facility or Merchant Transmission Facility is comprised of or includes Merchant Network Upgrades, subject to the terms of GIA, Schedule L, section 11.2.3 of this Schedule L, the Transmission Owner shall design, procure, construct and install such Merchant Network Upgrades.	Correction to study references and standard formatting.

	-	To " " " " " " " " " " " " " " " " " " "		
71.	Tariff, Part IX, Subpart B, GIA, Schedule L, Section 10.2.1	Generally: All Transmission Owner Interconnection Facilities and Transmission Owner Upgrades necessary for the interconnection of the Generating Facility or Merchant Transmission Facility shall be designed, procured, installed and constructed in accordance with this GIA, Applicable Standards, Applicable Laws and Regulations, Good Utility Practice, the System Impact Study(ies), and the Scope of Work.	Generally: All Transmission Owner Interconnection Facilities and Transmission Owner Upgrades necessary for the interconnection of the Generating Facility or Merchant Transmission Facility shall be designed, procured, installed and constructed in accordance with this GIA, Applicable Standards, Applicable Laws and Regulations, Good Utility Practice, the Facilities Study(ies) and/or System Impact Study(ies) (except that, in the event of a conflict, the Facilities Study and not the System Impact Study will control), and the Scope of Work.	Correction to study reference.
72.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 11.2.2	As an alternative to the Standard Option set forth in section 11.2.1 above, the Transmission Owner and the Project Developer may mutually agree to a Negotiated Contract Option for the Transmission Owner's design, procurement, construction and installation of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades. Under the Negotiated Contract Option, the Project Developer and the Transmission Owner may agree to terms different from those included in the Standard Option of section 11.2.1 above and the corresponding standard terms set forth in the applicable provisions of the GIP. Under the Negotiated Contract Option, negotiated terms may include the work schedule applicable to the Transmission Owner's construction activities and changes to same; payment provisions, including the schedule of payments; incentives, penalties and/or liquidated damages related to timely completion of construction; use of third party contractors; and responsibility for Costs, but only as between the Project Developer and the Transmission Owner that are parties	As an alternative to the Standard Option set forth in section 11.2.1 above, the Transmission Owner and the Project Developer may mutually agree to a Negotiated Contract Option for the Transmission Owner's design, procurement, construction and installation of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades. Under the Negotiated Contract Option, the Project Developer and the Transmission Owner may agree to terms different from those included in the Standard Option of section 11.2.1 above and the corresponding standard terms set forth in the applicable provisions of the GIP. Under the Negotiated Contract Option, negotiated terms may include the work schedule applicable to the Transmission Owner's construction activities and changes to same; payment provisions, including the schedule of payments; incentives, penalties and/or liquidated damages related to timely completion of construction; use of third party contractors; and responsibility for Costs, but only as between the Project Developer and the Transmission Owner that are parties to this GIA; no other Project Developer's responsibility for Costs under the GIP may be affected. No other terms of the Tariff or this Schedule L	This revision brings language into alignment with a revision to identical language in Tariff, Part IX, Subpart J, CSA, section 6.1.1.

	T	T 2		
		to this GIA; no other Project Developer's responsibility	shall be subject to modification under the Negotiated Contract	
		for Costs may be affected. No other terms of the Tariff	Option. The terms and conditions of the Tariff that may be	
		or this Schedule L shall be subject to modification under	negotiated pursuant to the Negotiated Contract Option shall	
		the Negotiated Contract Option. The terms and	not be affected by use of the Negotiated Contract Option	
		conditions of the Tariff that may be negotiated pursuant	except as and to the extent that they are modified by the	
		to the Negotiated Contract Option shall not be affected	parties' agreement pursuant to such option. All terms agreed	
		by use of the Negotiated Contract Option except as and	upon pursuant to the Negotiated Contract Option are set forth	
		to the extent that they are modified by the parties'	in GIA, Schedule L, Appendix 1 to this GIA. The Negotiated	
		agreement pursuant to such option. All terms agreed	Option can only be used in connection with a Network Upgrade	
		upon pursuant to the Negotiated Contract Option are set	subject to the Network Upgrade Cost Responsibility	
		forth in Schedule L, Appendix 1 to this GIA. The	Agreement if all Project Developers and the relevant	
		Negotiated Option can only be used in connection with a	Transmission Owner agree.	
		Network Upgrade subject to the Network Upgrade Cost	, and the second	
		Responsibility Agreement all Project Developers and the		
		relevant Transmission Owner agree.		
73.	Tariff, Part IX, Subpart B, GIA,	Project Developer has the option ("Option to Build") to	Project Developer has the option ("Option to Build") to assume	To clarify cross-references and incorporate PJM
	Schedule L, section 11.2.3.1	assume responsibility for the design, procurement, and	responsibility for the design, procurement, and construction of	standard formatting.
	·	construction of Transmission Owner Interconnection	Transmission Owner Interconnection Facilities and Stand	· ·
		Facilities and Stand Alone Network Upgrades on the	Alone Network Upgrades on the dates specified in the	
		dates specified in the Schedule of Work in section 8.0 of	Schedule of Work in GIA, Schedule L, section 8.0 of this	
		this Schedule L. Transmission Provider and Project	Schedule L. Transmission Provider and Project Developer	
		Developer must agree as to what constitutes Stand	must agree as to what constitutes Stand Alone Network	
		Alone Network Upgrades and identify such Stand Alone	Upgrades and identify such Stand Alone Network Upgrades in	
		Network Upgrades in Specifications section 3.0(a)(2) of	GIA, Specifications, section 3.0(a)(2) of this GIA. If the	
		this GIA. If the Transmission Provider and Project	Transmission Provider and Project Developer disagree about	
		Developer disagree about whether a particular Network	whether a particular Network Upgrade is a Stand Alone	
		Upgrade is a Stand Alone Network Upgrade, the	Network Upgrade, the Transmission Provider must provide the	
		Transmission Provider must provide the Project	Project Developer with a written technical explanation outlining	
		Developer with a written technical explanation outlining	why the Transmission Provider does not consider the Network	
		why the Transmission Provider does not consider the	Upgrade to be a Stand Alone Network Upgrade within 15 days	
		Network Upgrade to be a Stand Alone Network Upgrade	of its determination. Except for Stand Alone Network	
		within 15 days of its determination. Except for Stand	Upgrades, Project Developer shall have no right to construct	
		Alone Network Upgrades, Project Developer shall have	Network Upgrades under this option. In order to exercise this	
		no right to construct Network Upgrades under this	Option to Build, Project Developer must provide Transmission	

	option. In order to exercise this Option to Build, Project Developer must provide Transmission Provider and the Transmission Owner with written notice of Project Developer's election to exercise the option consistent with the deadline applicable to its New Service Request or Upgrade Request. Project Developer may not elect Option to Build after such date.	Provider and the Transmission Owner with written notice of Project Developer's election to exercise the option consistent with the deadline applicable to its New Service Request or Upgrade Request. Project Developer may not elect Option to Build after such date.	
Tariff, Part IX, Subpart B, GIA, Schedule L, section 11.2.3.2(a)(i)	Project Developer shall engineer, procure equipment, and construct Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and Specifications provided in advance by Transmission Owner;	Project Developer shall engineer, procure equipment, and construct Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and sepecifications provided in advance by Transmission Owner;	To remove capitalization as "Specifications" is not a defined Tariff term.
Tariff, Part IX, Subpart B, GIA, Schedule L, section 11.2.3.2(a)(vii)	Project Developer shall indemnify Transmission Owner and Transmission Provider for claims arising from Project Developer's construction of Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to section 16 of Appendix 2 of this GIA;	Project Developer shall indemnify Transmission Owner and Transmission Provider for claims arising from Project Developer's construction of Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to GIA, Appendix 2, section 16-14 of Appendix 2 of this GIA;	Correction to cross-references and incorporation of PJM standard formatting.

Tariff, Part IX, Subpart B, GIA, In the event that, at any time prior to successful Stage In the event that, at any time prior to successful Stage Two Schedule L. section 11.4 Two energization of the Transmission Owner energization of the Transmission Owner Interconnection Interconnection Facilities and Transmission Owner Facilities and Transmission Owner Upgrades pursuant to Upgrades pursuant to section 11.8 of this Schedule L. section 11.8 of this Schedule L, the Project Developer the Project Developer terminates its obligations under terminates its obligations under this GIA, pursuant to Appendix 2, section 16.1.2.of this GIA due to a Default by the this GIA pursuant to Appendix 2, section 16.2.of this GIA due to a Default by the Transmission Owner, the Transmission Owner, the Project Developer may elect to Project Developer may elect to complete the design, complete the design, procurement, construction and procurement, construction and installation of the installation of the Transmission Owner Interconnection Transmission Owner Interconnection Facilities and Facilities and Transmission Owner Upgrades. The Project Transmission Owner Upgrades. The Project Developer Developer shall notify the Transmission Owner and shall notify the Transmission Owner and Transmission Transmission Provider in writing of its election to complete the Provider in writing of its election to complete the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades within 10 days after the date of Transmission Owner Interconnection Facilities and Transmission Owner Upgrades within 10 days after the Project Developer's notice of termination pursuant to GIA, date of Project Developer's notice of termination Appendix 2, section 16.1.2.of this GIA. In the event that the pursuant to Appendix 2, section 16.2.of this GIA. In the Project Developer elects to complete the Transmission Owner event that the Project Developer elects to complete the Interconnection Facilities and Transmission Owner Upgrades, Transmission Owner Interconnection Facilities and it shall do so in accordance with the terms and conditions of Transmission Owner Upgrades, it shall do so in the Option to Build under section 11.2.3 of this Schedule L and accordance with the terms and conditions of the Option shall be responsible for paying all costs of completing the to Build under section 11.2.3 of this Schedule L and Transmission Owner Interconnection Facilities and shall be responsible for paying all costs of completing Transmission Owner Upgrades incurred after the date of its the Transmission Owner Interconnection Facilities and notice of election to complete the facilities. Project Developer Transmission Owner Upgrades incurred after the date of may take possession of, and may use in completing the its notice of election to complete the facilities. Project Transmission Owner Interconnection Facilities, any materials Developer may take possession of, and may use in and supplies and equipment (other than equipment and completing the Transmission Owner Interconnection facilities that already have been installed or constructed) Facilities, any materials and supplies and equipment acquired by the Transmission Owner for construction, and (other than equipment and facilities that already have included in the Costs, of the Transmission Owner been installed or constructed) acquired by the Interconnection Facilities and Stand Alone Network Upgrades, Transmission Owner for construction, and included in provided that Project Developer shall pay Transmission Provider, for the benefit of the Transmission Owner and upon the Costs, of the Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades, provided presentation by Transmission Owner of reasonable and

	that Project Developer shall pay Transmission Provider, for the benefit of the Transmission Owner and upon presentation by Transmission Owner of reasonable and appropriate documentation thereof, any amounts expended by the Transmission Owner for such materials, supplies and equipment that Project Developer has not already paid. Title to all Transmission Owner Interconnection Facilities and Transmission Owner Upgrades constructed by Project Developer under this section 11 shall be transferred to the Transmission Owner in accordance with Appendix 2, section 23.3.5 of this GIA.	appropriate documentation thereof, any amounts expended by the—Transmission Owner for such materials, supplies and equipment that Project Developer has not already paid. Title to all Transmission Owner Interconnection Facilities and Transmission Owner Upgrades constructed by Project Developer under this section 11 shall be transferred to the Transmission Owner in accordance with GIA, Appendix 2, section 23.3.5-of this GIA.	
Tariff, Part IX, Subpart B, GIA, Schedule L, section 11.7.4.1	Project Developer's indemnification obligations set forth in section 11.2.3.2(e) of this Schedule L.	Project Developer's indemnification obligations set forth in section 11.2.3.2(ae) of this Schedule L.	Correction to cross-reference.

78.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 11.8.4	As soon as practicable after the satisfaction of the conditions for Stage Two energization specified in sections 11.7 and 11.9.3 of this Schedule L, the Transmission Owner and the Project Developer shall coordinate and undertake the Stage Two energization of facilities.	As soon as practicable after the satisfaction of the conditions for Stage Two energization specified in sections 11.7 and 11.89.3 of this Schedule L, the Transmission Owner and the Project Developer shall coordinate and undertake the Stage Two energization of facilities.	Correction to cross-reference.
79.	Tariff, Part IX, Subpart B, GIA, Schedule L, section 11.8.5	To the extent defects in any Interconnection Facilities and Transmission Owner Upgrades are identified during the energization process, the energization will not be deemed successful. In that event, the Constructing Entity shall take action to correct such defects in any Interconnection Facilities and Transmission Owner Upgrades that it built as promptly as practical after the defects are identified. The affected Constructing Entity shall so notify the other Construction Parties when it has corrected any such defects, and the Constructing Entities shall recommence efforts, within 10 days thereafter, to energize the appropriate Interconnection Facilities and Transmission Owner Upgrades in accordance with section 11.9; provided that the Transmission Owner may, in the reasonable exercise of its discretion and with the approval of Transmission Provider, require that further inspection and testing be performed in accordance with section 11.7 of this Schedule L.	To the extent defects in any Interconnection Facilities and Transmission Owner Upgrades are identified during the energization process, the energization will not be deemed successful. In that event, the Constructing Entity shall take action to correct such defects in any Interconnection Facilities and Transmission Owner Upgrades that it built as promptly as practical after the defects are identified. The affected Constructing Entity shall so notify the other Construction Parties when it has corrected any such defects, and the Constructing Entities shall recommence efforts, within 10 days thereafter, to energize the appropriate Interconnection Facilities and Transmission Owner Upgrades in accordance with this section 11.98 of this Schedule L; provided that the Transmission Owner may, in the reasonable exercise of its discretion and with the approval of Transmission Provider, require that further inspection and testing be performed in accordance with section 11.7 of this Schedule L.	Correction to cross-reference.

Tariff sections: Tariff, Part IX, Subpart C – Form of Wholesale Market Participation Agreement

N	umber	Governing Document, Agreement, Attachment, Section, Title	Current Language	Proposed Revisions	Rationale/Notes
80).	Tariff, Part IX, Subpart C, WMPA, section 1.1 (Effective Date)	Effective Date. This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, on the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the Parties, unless earlier terminated consistent with the provisions of section 3.0 or Appendix 2, section 8 of this WMPA.	Effective Date. This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, on the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the Parties, unless earlier terminated consistent with the provisions of section 3.0 or Appendix 2, section 87 of this WMPA.	The cross-reference is being corrected to reflect that termination provisions are hosted in WMPA, Appendix 2, section 7.

81.	Tariff, Part IX, Subpart C, WMPA, section 2.1 (Construction with Other Parts of the Tariff)	Construction with Other Parts of the Tariff. This WMPA shall not be construed as an application for service under Tariff, Part II or Tariff, Part III.	Construction with Other Parts of the Tariff. This WMPA shall not be construed as an application for service transmission service under Tariff, Part II or Tariff, Part III.	Language is added to clarify the WMPA should not be construed as an application for transmission service under Tariff, Parts II or III.
82.	Tariff, Part IX, Subpart C, WMPA, section 2.5.2.1 (Assignment to Owners)	Any assignment described herein shall not relieve or discharge Wholesale Market Participant from any of its obligations hereunder absent the written consent of Transmission Provider and Transmission Owner, such consent not to be unreasonably withheld, conditioned, or delayed	Any assignment described herein shall not relieve or discharge Wholesale Market Participant from any of its obligations hereunder absent the written consent of Transmission Provider and Transmission Owner, such consent not to be unreasonably withheld, conditioned, or delayed.	A period is added to the end of the sentence.

83.	Tariff, Part IX, Subpart C, WMPA, section 2.5.2.2 (Assignment to Lenders)	If Wholesale Market Participant provides Transmission Provider and Transmission Owner with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as contact(s) for notice of Breach consistent with Appendix 2, section 7.3 hereto, then Transmission Provider and Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA	If Wholesale Market Participant provides Transmission Provider and Transmission Owner with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as contact(s) for notice of Breach consistent with Appendix 2, section 76.3 hereto, then Transmission Provider and Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA	The cross-reference is corrected to reference the applicable Breach provision in WMPA, Appendix 2, section 6.3
84.	Tariff, Part IX, Subpart C, WMPA, section 4.1- (Point of Common Coupling)	Point of Common Coupling. The electrical Point of Interconnection for the Generating Facility under this WMPA, for the purpose of engaging in Wholesale Transactions in PJM's markets, is located at a point where Transmission Owner's facilities are physically interconnected to facilities owned by [insert name of Municipality/Cooperative], to which Wholesale Market Participant's facilities are or will be physically interconnected, at a point of common coupling, pursuant to the Interconnection Agreement referenced in this WMPA.	Point of Common Coupling. The electrical pPoint of interconnection for the Generating Facility under this WMPA, for the purpose of engaging in Wholesale Transactions in PJM's markets, is located at a point where Transmission Owner's facilities are physically interconnected to facilities owned by [insert name of Municipality/Cooperative], to which Wholesale Market Participant's facilities are or will be physically interconnected, at a point of common coupling, pursuant to the Interconnection Agreement referenced in this WMPA. Therefore, the Parties acknowledge and agree that Wholesale Transactions using the Generating Facility under this WMPA depend upon the physical availability of, and Wholesale Market Participant's right to utilize, the [insert name of Municipality/Cooperative] facilities and the physical interconnection of the [insert name of Municipality/Cooperative] facilities with those of Wholesale Market Participant and Transmission Owner. Accordingly, the following shall apply:	The proposed change removes the capitalization from the phrase "point of interconnection" to reflect the use of that term under WMPA, section 4 is akin to the "point of common coupling" rather than the defined tern "Point of Interconnection."

8	5. Tariff, Part IX, Subpart C, WMPA, section 4.1.1	Wholesale Market Participant shall obtain [insert name of Municipality/Cooperative]'s agreement to grant to Wholesale Market Participant the rights to utilize the [insert name of Municipality/Cooperative] facilities to transport energy produced by the Generating Facility to the Point of Interconnection as shown in Schedule B of this WMPA.	Wholesale Market Participant shall obtain [insert name of Municipality/Cooperative]'s agreement to grant to Wholesale Market Participant the rights to utilize the [insert name of Municipality/Cooperative] facilities to transport energy produced by the Generating Facility to the period of interconnection as shown in Schedule B of this WMPA.	The proposed change removes the capitalization from the phrase "point of interconnection" to reflect the use of that term under WMPA, section 4 is akin to the "point of common coupling" rather than the defined tern "Point of Interconnection."
8	5. Tariff, Part IX, Subpart C, WMPA, section 4.1.3	In the event that any of the [insert name of Municipality/Cooperative] facilities used to provide physical interconnection of the Generating Facility become unavailable for any reason to engage in Wholesale Transactions under the Point of Interconnection as shown in Schedule B of this WMPA, Wholesale Market Participant's rights as set forth in Specifications, section 2 of this WMPA will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.	In the event that any of the [insert name of Municipality/Cooperative] facilities used to provide physical interconnection of the Generating Facility become unavailable for any reason to engage in Wholesale Transactions under the point of interconnection as shown in Schedule B of this WMPA, Wholesale Market Participant's rights as set forth in Specifications, section 2 of this WMPA will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.	The proposed change removes the capitalization from the phrase "point of interconnection" to reflect the use of that term under WMPA, section 4 is akin to the "point of common coupling" rather than the defined tern "Point of Interconnection."

87.	Tariff, Part IX, Subpart C, WMPA, section 4.1.4	In the event that [insert name of Municipality/Cooperative] ceases operations at its facility where the Generating Facility is located, or removes from service any of the electrical facilities on which the Generating Facility's physical interconnection depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Generating Facility to and across the Point of Interconnection as shown in Schedule B of this WMPA.	In the event that [insert name of Municipality/Cooperative] ceases operations at its facility where the Generating Facility is located, or removes from service any of the electrical facilities on which the Generating Facility's physical interconnection depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Generating Facility to and across the period of interconnection as shown in Schedule B of this WMPA.	The proposed change removes the capitalization-from the phrase "point of interconnection" to reflect the use of that term under WMPA, section 4 is akin to the "point of common coupling" rather than the defined tern "Point of Interconnection."
84.	Tariff, Part IX, Subpart C, Appendix 2, section 5.3 (Indemnified Person)	If an Indemnified Person is entitled to indemnification under this section 6 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under section 5.2 of this Appendix 2, to assume the defense of such claim, such Indemnified Person may at the expense of the indemnifying Party contest, settle, or consent to the entry of any judgment with respect to, or pay in full, such claim.	If an Indemnified Person is entitled to indemnification under this section 56 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under section 5.2 of this Appendix 2, to assume the defense of such claim, such Indemnified Person may at the expense of the indemnifying Party contest, settle, or consent to the entry of any judgment with respect to, or pay in full, such claim.	The cross-reference is being corrected to reflect WMPA, Appendix 2, section 5 governs indemnity.

85.	Tariff, Part IX, Subpart C, Appendix 2, section 6.2 (Continued Operation)	In the event of a Breach or Default by either Interconnected Entity, and subject to termination of the Wholesale Market Participation Agreement under section 8 of this Appendix 2, the Interconnected Entities shall continue to operate and maintain, as applicable, such DC power systems, protection and Metering Equipment, telemetering equipment, SCADA equipment, transformers, Secondary Systems, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for Transmission Provider and Transmission Owner to operate and maintain the Transmission System, and for Project Developer to operate and maintain the Generating	In the event of a Breach or Default by either Interconnected Entity, and subject to termination of the Wholesale Market Participation Agreement under section 78 of this Appendix 2, the Interconnected Entities shall continue to operate and maintain, as applicable, such DC power systems, protection and Metering Equipment, telemetering equipment, SCADA equipment, transformers, Secondary Systems, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for Transmission Provider and Transmission Owner to operate and maintain the Transmission System, and for Project Developer to operate and maintain the Generating Facility, in a safe and reliable manner.	The cross-reference is being corrected to reflect that WMPA, Appendix 2, section 7 governs termination.
86.	Tariff, Part IX, Subpart C, Appendix 2, section 6.3 (Notice of Breach)	Facility, in a safe and reliable manner. A Party not in Breach shall give written notice of an event of Breach to the Breaching Party, to Transmission Provider, and to other persons that the Breaching Party identifies in writing to the other Parties in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach. In the event of a Breach by Project Developer, Transmission Provider or Transmission Owner agree to provide notice of such Breach and in the same manner as its notice to Project Developer, to any Project Finance Entity provided that Project Developer has provided the notifying Party with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as contacts for notice purposes pursuant to section 12 of this Appendix 2.	A Party not in Breach shall give written notice of an event of Breach to the Breaching Party, to Transmission Provider, and to other persons that the Breaching Party identifies in writing to the other Parties in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach. In the event of a Breach by Project Developer, Transmission Provider or Transmission Owner agree to provide notice of such Breach and in the same manner as its notice to Project Developer, to any Project Finance Entity provided that Project Developer has provided the notifying Party with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as contacts for notice purposes pursuant to section 112 of this Appendix 2.	The cross-reference is being corrected to reflect that WMPA, Appendix 2, section 11 governs notices.

87.	Tariff, Part IX, Subpart C, Appendix 2, section 6.5 (Right to Compel Performance)	Notwithstanding the foregoing, upon the occurrence of a Default, a non-Defaulting Party shall be entitled to exercise such other rights and remedies as it may have in equity or at law. Subject to section 11.1 of this Appendix 2, no remedy conferred by any provision of this Appendix 2 is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.	Notwithstanding the foregoing, upon the occurrence of a Default, a non-Defaulting Party shall be entitled to exercise such other rights and remedies as it may have in equity or at law. Subject to section 104.1 of this Appendix 2, no remedy conferred by any provision of this Appendix 2 is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.	The cross-reference is being corrected to reflect that WMPA, Appendix 2, section 10.1 references dispute resolution under the Tariff.
88.	Tariff, Part IX, Subpart C, Appendix 2, section 9.2 (Reporting of Non-Force Majeure Events)	Each Party shall notify the other Parties when it becomes aware of its inability to comply with the provisions of this Appendix 2 for a reason other than an event of Force Majeure as defined in section 5.4 of this Appendix 2. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including, but not limited to, the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation, or information provided under this section shall not entitle the receiving Party to allege a cause of action for anticipatory breach of the Wholesale Market Participation Agreement.	Each Party shall notify the other Parties when it becomes aware of its inability to comply with the provisions of this Appendix 2 for a reason other than an event of Force Majeure as defined in section 45.4 of this Appendix 2. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including, but not limited to, the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation, or information provided under this section shall not entitle the receiving Party to allege a cause of action for anticipatory breach of the Wholesale Market Participation Agreement.	The cross-reference is being corrected to reflect that the definition of Force Majeure appears in WMPA, Appendix 2, section 4.4.

Tariff sections: Tariff, Part IX, Subpart E – Form of Upgrade Construction Service Agreement

Numb	Agreement, Attachment, Section,	Current Language	Proposed Revisions	Rationale/Notes
89.	Title Tariff, Part IX, Subpart E, USCA, Appendix 3, section 6.3	The Schedule and Scope of Work shall be revised as required in accordance with Transmission Provider's scope change process for projects set forth in the PJM Manuals, or otherwise by mutual agreement of the Transmission Provider and Transmission Owner, which agreement shall not be unreasonably withheld, conditioned or delayed. The scope change process is intended to be used for changes to the Scope of Work as defined herein, and is not intended to be used to change any of the milestone set forth in the GIA. Any change to the Scope of Work must be agreed to by all Parties in writing by executing a scope change document.	The Schedule and Scope of Work shall be revised as required in accordance with Transmission Provider's scope change process for projects set forth in the PJM Manuals, or otherwise by mutual agreement of the Transmission Provider and Transmission Owner, which agreement shall not be unreasonably withheld, conditioned or delayed. The scope change process is intended to be used for changes to the Scope of Work as defined herein, and is not intended to be used to change any of the milestone set forth in the GIA. Any change to the Scope of Work should be acknowledged must be agreed to by thealt Parties in writing by executing a scope change document.	Correction to align with PJM's scope change process.

Tariff sections: Tariff, Part IX, Subpart G - Form of Necessary Studies Agreement

Number	Governing Document, Agreement, Attachment, Section, Title	Current Language	Proposed Revisions	Rationale/Notes
90.	Tariff, Part IX, Subpart G, NSA, section 1	This Necessary Studies Agreement ("Agreement") entered into by and between ——————————————————————————————————	This Necessary Studies Agreement ("AgreementNSA") entered into by and between ("Project Developer") and PJM Interconnection, L.L.C. ("PJM" or "Transmission Provider") (individually, a "Party" and together, the "Parties") is effective as of the date this Agreement NSA is fully executed by the Parties, subject to any necessary regulatory acceptance ("Effective Date"). Capitalized terms used in this AgreementNSA, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Open Access Transmission Tariff ("Tariff"), or Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement"). For purposes of thise AgreementNSA, the terms "Generation Interconnection Procedures" or "GIP" will refer to the interconnection procedures set forth in {Instructions: use Tariff, Part VII if this is a transition period agreement, use Part VIII if this is a new rules period agreement}.	References to "Agreement" are being replaced with "NSA" to improve clarity and comport with other PJM agreements. Language similar to that found in other service agreements is being added to clarify the effective date of the NSA.

91.	Tariff, Part IX, Subpart G, NSA, section 2	Consistent with section A.2 of the GIP, and pursuant to that certain [Generation Interconnection Agreement] related to PJM {Project Identifier #}, designated as [Original, First Revised, etc.] Service Agreement No, with an effective date of [Date] [and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No] [which was a conforming agreement reported to the Federal Energy Regulatory Commission ("FERC") in PJM's Electric Quarterly Reports] (the "Service Agreement"), Project Developer has notified Transmission Provider that it plans to undertake modifications to its Generating Facility or Merchant Transmission Facility located at that,	Consistent with section A.2 of the GIP, and pursuant to that certain [Generation Interconnection Agreement] related to PJM {Project Identifier #}, designated as [Original, First Revised, etc.] Service Agreement No, with an effective date of [Date] [and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No] [which was a conforming agreement reported- to the Federal Energy Regulatory Commission ("FERC") in PJM's Electric Quarterly Reports] (the "Service Agreement"), Project Developer has notified Transmission Provider that it plans to undertake modifications to its Generating Facility or Merchant Transmission Facility located at that, upon completion, reasonably may have a material impact on the	Revisions remove incorrect cross-reference to the GIP, remove unnecessary brackets, and modify the internal cross-reference to match PJM standard formatting. Revisions also remove the "or" that incorrectly prompts a choice between the first and second paragraphs, as both paragraphs should be included under section 2.
		upon completion, reasonably may have a material impact on the Transmission System ("Planned Modifications"). {or} Subject to sections 4 through 14 of this Agreement, Project Developer shall provide sufficient information regarding the Planned Modifications, including but not limited to relevant data, drawings, models, plans, and specifications, to enable Transmission Provider to evaluate the impact, if any, on the Transmission System of the Planned Modifications. The Planned Modifications consist of Attachment 1 to this Agreement contains a detailed description of the Planned Modifications.	Transmission System ("Planned Modifications"). {or} Subject to this NSA, sections 4 through 14 of this Agreement, Project Developer shall provide sufficient information regarding the Planned Modifications, including but not limited to relevant data, drawings, models, plans, and specifications, to enable Transmission Provider to evaluate the impact, if any, on the Transmission System of the Planned Modifications. The Planned Modifications consist of This NSA, Attachment 1 to this Agreement contains a detailed description of the Planned Modifications.	

92.	Tariff, Part IX, Subpart G, NSA, section 3	Project Developer represents and warrants that the information provided in section 2 of this Agreement is accurate and complete as of the Effective Date.	Project Developer represents and warrants that the information provided in section 2 of this Agreementabove is accurate and complete as of the Effective Date.	Revisions modify cross-reference to match PJM standard formatting.
93.	Tariff, Part IX, Subpart G, NSA, section 4	The obligation(s) of Transmission Provider are conditioned on receipt from Project Developer of all required information regarding the Planned Modifications within 30 days of the Effective Date. Project Developer is obligated to update the data following any requests from PJM. If Project Developer does not provide all required information regarding the Planned Modifications within 30 days of the Effective Date, this Agreement shall be null and void and any and all obligations on the part of Transmission Provider shall cease.	The obligation(s) of Transmission Provider are conditioned on receipt from Project Developer of all required information regarding the Planned Modifications within 30 days of the Effective Date. Project Developer is obligated to update the data following any requests from PJM. If Project Developer does not provide all required information regarding the Planned Modifications within 30 days of the Effective Date, this Agreement NSA shall be null and void and any and all obligations on the part of Transmission Provider shall cease.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
94.	Tariff, Part IX, Subpart G, NSA (Header between section 4 and section 5)	PURPOSE OF THE NECESSARY STUDIES UNDER THIS AGREEMENT	PURPOSE OF THE NECESSARY STUDIES UNDER THIS AGREEMENTNSA	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.

Tariff, Part IX, Subpart G, Consistent with Tariff, Part IX, Subpart B, Appendix 2, Consistent with Tariff, Part IX, Subpart B, Appendix 2, Revisions replace the reference to "Agreement" with NSA, section 5 section 3, and the Service Agreement, Transmission section 3, and the Service Agreement, Transmission "NSA" to be consistent with previous change and Provider agrees to conduct the necessary studies to Provider agrees to conduct the necessary studies to approach used in other PJM service agreements, determine whether the Planned Modifications will have determine whether the Planned Modifications will have a modify cross-reference to match PJM standard a permanent material impact on the Transmission permanent material impact on the Transmission System formatting and correct misspelling of defined term. System and to identify the additions, modifications, or and to identify the additions, modifications, or replacements to the Transmission System, if any, that replacements to the Transmission System, if any, that are necessary, in accordance with Good Utility Practice and/or are necessary, in accordance with Good Utility Practice to maintain compliance with Applicable Laws and and/or to maintain compliance with Applicable Laws and Regulations or Applicable Standards, to Regulations or Applicable Standards, to accommodate the accommodate the Planned Modifications ("Necessary Planned Modifications ("Necessary Studies"). The Studies"). The Necessary Studies are expected to Necessary Studies are expected to include, but are not include, but are not limited to, a limited to, a . Upon completion of the Necessary Studies, Transmission Provider shall Upon completion of the Necessary Studies, Transmission Provider shall provide Project Developer with preliminary determinations of:- (i) the type and scope of the permanent material provide Project Developer with preliminary determinations of: (i) the type and scope of the impact, if any, the Planned Modifications will have on the permanent material impact, if any, the Planned Transmission System; (ii) the additions, modifications, or Modifications will have on the Transmission System; (ii) replacements to the Transmission System required to the additions, modifications, or replacements to the accommodate the Planned Modifications; and (iii) a good faith estimate of the cost of the additions, modifications, or Transmission System required to accommodate the Planned Modifications; and (iii) a good faith estimate of replacements to the Transmission System required to the cost of the additions, modifications, or accommodate the Planned Modifications. In the event replacements to the Transmission System required to that Transmission Provider is unable to complete the accommodate the Planned Modifications. In the event Necessary Studies within 270 days of the date the that Transmission Provider is unable to complete the Transmission Provider approves the dynamic model and Necessary Studies within 270 days of the date the data submitted by the Project Developer and Transmission Provider approves the dynamic model Transmission Provider's- receipt of the information and data submitted by the Project Developer and required under this NSA, section 3 of this Agreement, Transmission Providr's receipt of the information Transmission Provider shall notify Project Developer and required under section 3 of this Agreement, explain the reasons for the delay. Transmission Provider shall notify Project Developer and explain the reasons for the delay.

96.	Tariff, Part IX, Subpart G, NSA, section 6	Subject to section 7 below, information provided pursuant to this Agreement that is Confidential Information as defined by the Tariff, and to the extent consistent with PJM's confidentiality obligations in Operating Agreement, section 18.17, shall be and remain confidential. To the extent Transmission Provider contracts with consultants or with one or more Transmission Owner(s) for services or expertise in the preparation of the Necessary Studies, the consultants and/or Transmission Owner(s) shall keep all information provided by Project Developer confidential and shall use such information solely for the purpose of the study for which it was provided and for no other purpose.	Subject to section 7 below, information provided pursuant to this Agreement-NSA that is Confidential Information as defined by the Tariff, and to the extent consistent with PJM's confidentiality obligations in Operating Agreement, section 18.17, shall be and remain confidential. To the extent Transmission Provider contracts with consultants or with one or more Transmission Owner(s) for services or expertise in the preparation of the Necessary Studies, the consultants and/or Transmission Owner(s) shall keep all information provided by Project Developer confidential and shall use such information solely for the purpose of the study for which it was provided and for no other purpose.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
97.	Tariff, Part IX, Subpart G, NSA, section 8	During the longer of the terms of this Agreement or the Service Agreement, and for a period of three years after the expiration or termination thereof, and except as otherwise provided herein, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by the other Party.	During the longer of the terms of this Agreement NSA or the Service Agreement, and for a period of three years after the expiration or termination thereof, and except as otherwise provided herein, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by the other Party.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.

Tariff, Part IX, Subpart G, Confidential Information shall not include information Confidential Information shall not include information that The revisions replace the reference to "Agreement" with "NSA" to be consistent with previous change and NSA, section 9 that the receiving Party can demonstrate: (i) is the receiving Party can demonstrate: (i) is generally generally available to the public other than as a result available to the public other than as a result of a approach used in other PJM service agreements. of a disclosure by the receiving Party; (ii) was in the disclosure by the receiving Party; (ii) was in the lawful lawful possession of the receiving Party on a nonpossession of the receiving Party on a non-confidential confidential basis before receiving it from the disclosing basis before receiving it from the disclosing Party; (iii) was Party; (iii) was supplied to the receiving Party without supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no due inquiry, was under no obligation to the disclosing obligation to the disclosing Party to keep such Party to keep such information confidential; (iv) was independently developed by the receiving Party without information confidential; (iv) was independently developed by the receiving Party without reference to reference to Confidential Information of the disclosing Confidential Information of the disclosing Party; (v) is, Party; (v) is, or becomes, publicly known, through no or becomes, publicly known, through no wrongful act or wrongful act or omission of the receiving Party or breach omission of the receiving Party or breach of the of the requirements of this AgreementNSA, the Tariff, or requirements of this Agreement, the Tariff, or the the Operating Agreement; or (vi) is required, in Operating Agreement; or (vi) is required, in accordance accordance with this AgreementNSA, to be disclosed to with this Agreement, to be disclosed to any any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any proceeding establishing rights and obligations under this legal proceeding establishing rights and obligations AgreementNSA. Information designated as Confidential under this Agreement. Information designated as Information shall no longer be deemed confidential if the Confidential Information shall no longer be deemed Party that designated the information as confidential confidential if the Party that designated the information notifies the other Party that it no longer is confidential. as confidential notifies the other Party that it no longer is confidential.

99.	Tariff, Part IX, Subpart G, NSA, section 12	Each Party shall use at least the same standard of care to protect Confidential Information it receives as the Party uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or the Tariff.	Each Party shall use at least the same standard of care to protect Confidential Information it receives as the Party uses to protect its own Confidential Information from unauthorized disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement NSA or the Tariff.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
100.	Tariff, Part IX, Subpart G, NSA, section 13	If a Governmental Authority with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the Party that provided the information with prompt prior notice of such request(s) or requirement(s) so that the providing Party may seek an appropriate protective order or waive compliance with the terms of the [GIP] or any applicable agreement entered into pursuant to the [GIP]. Notwithstanding the absence of a protective order or agreement, or waiver, the Party that is subjected to the request or order may disclose such Confidential Information that, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.	If a Governmental Authority with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the Party that provided the information with prompt prior notice of such request(s) or requirement(s) so that the providing Party may seek an appropriate protective order or waive compliance with the terms of the [GIP] or any applicable agreement entered into pursuant to the [GIP]. Notwithstanding the absence of a protective order or agreement, or waiver, the Party that is subjected to the request or order may disclose such Confidential Information that, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.	The revisions remove unnecessary brackets.

101.	Tariff, Part IX, Subpart G, NSA, section 14	Notwithstanding anything in this Agreement to the contrary, and pursuant to 18 C.F.R. § 1b.20, if the FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement or the Service Agreement, the Party receiving such request shall provide the requested information to FERC or its staff, within the time provided for in the request for information.	Notwithstanding anything in this Agreement NSA to the contrary, and pursuant to 18 C.F.R. § 1b.20, if the FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement NSA or the Service Agreement, the Party receiving such request shall provide the requested information to FERC or its staff, within the time provided for in the request for information.	The revisions replace the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements
102.	Tariff, Part IX, Subpart G, NSA, section 15	Project Developer shall provide to Transmission Provider, as of the Effective Date, an initial deposit of \$25,000 for the performance of the Necessary Studies. Transmission Provider's good faith estimate for the time of completion of the Necessary Studies is within 270 days of the date the Transmission Provider approves thedynamic model and data submitted by the Project Developer, and Transmission Provider's receipt of the information under section 3 of this agreement.	Project Developer shall provide to Transmission Provider, as of the Effective Date, an initial deposit of \$25,000 for the performance of the Necessary Studies. Transmission Provider's good faith estimate for the time of completion of the Necessary Studies is within 270 days of the date the Transmission Provider approves the dynamic model and data submitted by the Project Developer, and Transmission Provider's receipt of the information under this NSA, section 3-of this agreement.	The revisions replace the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements, and remove "the" to match PJM standard formatting. The revisions also correct an internal cross-reference.
		a. If Project Developer fails to submit an initial deposit of \$25,000 for the performance of the Necessary Studies, this Agreement shall be deemed to be terminated and withdrawn effective as of the end of the next Business Day after the date by which the initial deposit was due to be paid to Transmission Provider.	a. If Project Developer fails to submit an initial deposit of \$25,000 for the performance of the Necessary Studies, this Agreement NSA shall be deemed to be terminated and withdrawn effective as of the end of the next Business Day after the date by which the initial deposit was due to be paid to Transmission Provider.	
		b. If any additional study costs beyond the initial deposit of \$25,000 are anticipated, then, prior to conducting any of the Necessary Studies,	b. If any additional study costs beyond the initial deposit of \$25,000 are anticipated, then, prior to conducting any of the Necessary Studies,	

Transmission Provider shall provide an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by Transmission Provider. Regardless of whether Transmission Provider provides Project Developer with estimated additional studies, Project Developer is responsible for and must pay all actual study costs.

- If Transmission Provider sends notification to Project Developer of estimated additional study costs, then Project Developer must either:
 - (a) Withdraw the request for the Necessary Studies; or
 - (b) Pay all estimated additional study costs within 10 days of such estimate being sent to Project Developer by Transmission Provider.
- ii. If Project Developer fails to complete either 16(b)(i)(a) or 16(b)(i)(b), above, this Agreement shall be deemed to be terminated and withdrawn effective as of the end of the next Business Day after the date by which the additional study costs were due to be paid to Transmission Provider.

Transmission Provider shall provide an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by Transmission Provider. Regardless of whether Transmission Provider provides Project Developer with estimated additional studies, Project Developer is responsible for and must pay all actual study costs.

- i. If Transmission Provider sends notification to Project Developer of estimated additional study costs, then Project Developer must either:
 - (a) Withdraw the request for the Necessary Studies; or
 - (b) Pay all estimated additional study costs within 10 days of such estimate being sent to Project Developer by Transmission Provider.
- ii. If Project Developer fails to complete either section 156(b)(i)(a) or section 156(b)(i)(b), above, this Agreement NSA shall be deemed to be terminated and withdrawn effective as of the end of the next Business Day after the date by which the additional study costs were due to be paid to Transmission Provider.

103. Tariff, Part IX, Subpart G. In analyzing and preparing the Necessary Studies, In analyzing and preparing the Necessary Studies, The revision replaces the reference to "Agreement" Transmission Provider, Transmission Owner(s), and Transmission Provider, Transmission Owner(s), and any with "NSA" to be consistent with previous change and NSA, section 16 other subcontractors employed by Transmission Provider any other subcontractors employed by Transmission approach used in other PJM service agreements. Provider shall have to rely on information provided by shall have to rely on information provided by Project Project Developer and possibly by third parties and Developer and possibly by third parties and may not have may not have control over the accuracy of such control over the accuracy of such information. information. Accordingly, NEITHER TRANSMISSION Accordingly, NEITHER TRANSMISSION PROVIDER, PROVIDER, TRANSMISSION OWNER(S), NOR ANY TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION OTHER SUBCONTRACTORS EMPLOYED BY PROVIDER MAKES ANY WARRANTIES, EXPRESS OR TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER IMPLIED, WHETHER ARISING BY OPERATION OF ARISING BY OPERATION OF LAW, COURSE OF LAW, COURSE OF PERFORMANCE OR DEALING. PERFORMANCE OR DEALING, CUSTOM, USAGE IN CUSTOM, USAGE IN THE TRADE OR PROFESSION. THE TRADE OR PROFESSION, OR OTHERWISE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION INCLUDING WITHOUT LIMITATION IMPLIED IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE NECESSARY STUDIES. CONCLUSIONS OF THE NECESSARY STUDIES. Project Developer acknowledges that it has not relied on any representations or warranties not specifically set forth Project Developer acknowledges that it has not relied on any representations or warranties not specifically herein and that no such representations or warranties set forth herein and that no such representations or have formed the basis of its bargain hereunder. Neither warranties have formed the basis of its bargain this Agreement NSA nor the Necessary Studies performed hereunder are intended, nor shall either be interpreted, to hereunder. Neither this Agreement nor the Necessary Studies performed hereunder are intended, nor shall constitute agreement by Transmission Provider or either be interpreted, to constitute agreement by Transmission Owner(s) to provide any transmission or Transmission Provider or Transmission Owner(s) to interconnection service to or on behalf of Project provide any transmission or interconnection service to Developer either at this point in time or in the future. or on behalf of Project Developer either at this point in time or in the future.

104.	Tariff, Part IX, Subpart G, NSA, section 17	In no event will Transmission Provider, Transmission Owner(s), or other subcontractors employed by Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement or otherwise, even if Transmission Provider, Transmission Owner(s), or other subcontractors employed by Transmission Provider have been advised of the possibility of such a loss. Nor shall Transmission Provider, Transmission Owner(s), or other subcontractors employed by Transmission Provider be liable for any delay in delivery of, or of the non-performance or delay in performance of, Transmission Provider's obligations under this Agreement. Without limitation of the foregoing, Project Developer further agrees that Transmission Owner(s) and other subcontractors employed by Transmission Provider to prepare or assist in the preparation of any Necessary Studies shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."	In no event will Transmission Provider, Transmission Owner(s), or other subcontractors employed by Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement NSA or otherwise, even if Transmission Provider, Transmission Owner(s), or other subcontractors employed by Transmission Provider have been advised of the possibility of such a loss. Nor shall Transmission Provider, Transmission Owner(s), or other subcontractors employed by Transmission Provider be liable for any delay in delivery of, or of the non-performance or delay in performance of, Transmission Provider's obligations under this AgreementNSA. Without limitation of the foregoing, Project Developer further agrees that Transmission Owner(s) and other subcontractors employed by Transmission Provider to prepare or assist in the preparation of any Necessary Studies shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."	The revisions replace the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
105.	Tariff, Part IX, Subpart G, NSA, section 19	No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.	No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement-NSA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.

106.	Tariff, Part IX, Subpart G, NSA, section 20	This Agreement, or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties. Parties acknowledge that, subsequent to execution of this agreement, errors may be corrected by replacing the page of the agreement containing the error with a corrected page, as agreed to and signed by the parties without modifying or altering the original date of execution or obligations contained therein.	This AgreementNSA, or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties. Parties acknowledge that, subsequent to execution of this agreementNSA, errors may be corrected by replacing the page of thise agreement NSA containing the error with a corrected page, as agreed to and signed by the parties without modifying or altering the original date of execution or obligations contained therein.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
107.	Tariff, Part IX, Subpart G, NSA, section 21 (Breach, Cure and Default)	Breach: A Breach of this Agreement shall include: (a) The failure to pay any amount when due; (b) The failure to comply with any material term or condition of this Agreement, including but not limited to any material breach of a representation, warranty or covenant; (c) Assignment of the Agreement in a manner inconsistent with its terms; or (d) Failure of a Party to provide information or data required to be determined under to another Party for such other Party to satisfy its obligations under this Agreement.	Breach: A Breach of this Agreement NSA shall include: (a) The failure to pay any amount when due; (b) The failure to comply with any material term or condition of this Agreement NSA, including but not limited to any material breach of a representation, warranty or covenant; (c) Assignment of thise Agreement NSA in a manner inconsistent with its terms; or (d) Failure of a Party to provide information or data required to be determined under to another Party for such other Party to satisfy its obligations under this Agreement NSA.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.

108.	Tariff, Part IX, Subpart G, NSA, section 21.3 (Cure and Default)	A Party that commits a Breach and does not take steps to cure the Breach pursuant to this section 21.3 is automatically in Default of this Agreement, and its project and this Agreement shall be deemed terminated and withdrawn. Transmission Provider shall take all necessary steps to effectuate this termination, including submitted the necessary filings with FERC.	A Party that commits a Breach and does not take steps to cure the Breach pursuant to this section 21.3 is automatically in Default of this AgreementNSA, and its project and this AgreementNSA shall be deemed terminated and withdrawn. Transmission Provider shall take all necessary steps to effectuate this termination, including submitted the necessary filings with FERC.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
109.	Tariff, Part IX, Subpart G, NSA, section 21.4.1.1	Except for the event of Breach set forth in section 21.1(a) above, the Breaching Party (a) may cure the Breach within 30 days of the time the Non-Breaching Party sends such notice; or (b) if the Breach cannot be cured within 30 days, may commence in good faith all steps that are reasonable and appropriate to cure the Breach within such 30 day time period and thereafter diligently pursue such action to completion pursuant to a plan to cure, which shall be developed and agreed to in writing by the Parties. Such agreement shall not be unreasonably withheld.	Except for the event of Breach set forth in this NSA, section 21.1(a) above, the Breaching Party (a) may cure the Breach within 30 days of the time the nNon-Breaching Party sends such notice; or (b) if the Breach cannot be cured within 30 days, may commence in good faith all steps that are reasonable and appropriate to cure the Breach within such 30 day time period and thereafter diligently pursue such action to completion pursuant to a plan to cure, which shall be developed and agreed to in writing by the Parties. Such agreement shall not be unreasonably withheld.	The revisions replace the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements, modify internal cross-reference to match PJM standard formatting, and correct the capitalization of a defined term.

110.	Tariff, Part IX, Subpart G, NSA, section 21.4.1.2	In an event of Breach set forth in section 21.1(a), the Breaching Party shall cure the Breach within five days from the receipt of notice of the Breach. If the Breaching Party is the Project Developer, and the Project Developer fails to pay an amount due within five days from the receipt of notice of the Breach, Transmission Provider may use Security to cure such Breach. If Transmission Provider uses Security to cure such Breach, Project Developer shall be in automatic Default and its project and this Agreement shall be deemed terminated and withdrawn.	In an event of Breach set forth in this NSA, section 21.1(a), the Breaching Party shall cure the Breach within five days from the receipt of notice of the Breach. If the Breaching Party is the Project Developer, and the Project Developer fails to pay an amount due within five days from the receipt of notice of the Breach, Transmission Provider may use Security to cure such Breach. If Transmission Provider uses Security to cure such Breach, Project Developer shall be in automatic Default and its project and this Agreement shall be deemed terminated and withdrawn.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
111.	Tariff, Part IX, Subpart G, NSA, section 21.5 (Right to Compel Performance)	Notwithstanding the foregoing, upon the occurrence of a Default, a non-Defaulting Party shall be entitled to exercise such other rights and remedies as it may have in equity or at law. No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies	Notwithstanding the foregoing, upon the occurrence of a Default, a non-Defaulting Party shall be entitled to exercise such other rights and remedies as it may have in equity or at lawNo remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.	Revision inserts spacing to match PJM standard formatting.

112.	Tariff, Part IX, Subpart G, NSA, section 25	Unless otherwise defined in this Agreement, all capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in the PJM Tariff.	Unless otherwise defined in this AgreementNSA, all capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in the PJM Tariff.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
113.	Tariff, Part IX, Subpart G, NSA, section 26	 In addition to section 21 above, this Agreement may be terminated by the following means: a. By Mutual Consent: This Agreement may be terminated as of the date on which the Parties mutually agree to terminate this Agreement. b. By Project Developer: Project Developer may unilaterally terminate this Agreement in accordance with the terms set forth in section 16(b)(i)(a) of this Agreement or pursuant to Applicable Laws and Regulations upon providing Transmission Provider 30 days prior written notice thereof, provided that Project Developer is not in breach under this Agreement. c. By Transmission Provider: Transmission Provider may unilaterally terminate this Agreement in accordance with Applicable Laws and Regulations upon providing Project Developer 30 days prior written notice thereof. 	In addition to this NSA, section 21-above, this Agreement may be terminated by the following means: a. By Mutual Consent: This Agreement NSA may be terminated as of the date on which the Parties mutually agree to terminate this Agreement NSA. b. By Project Developer: Project Developer may unilaterally terminate this Agreement NSA in accordance with the terms set forth in this NSA, section 156(b)(i)(a) of this Agreement or pursuant to Applicable Laws and Regulations upon providing Transmission Provider 30 days prior written notice thereof, provided that Project Developer is not in breach under this Agreement NSA. c. By Transmission Provider: Transmission Provider may unilaterally terminate this Agreement NSA in accordance with Applicable Laws and Regulations upon providing Project Developer 30 days prior written notice thereof.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.

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114.	Tariff, Part IX, Subpart G, NSA, section 27	This Agreement or any part thereof may not be amended, modified, or waived other than by a writing signed by all Parties hereto.	This Agreement NSA or any part thereof may not be amended, modified, or waived other than by a writing signed by all Parties hereto.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
115.	Tariff, Part IX, Subpart G, NSA, section 29	Governing Law, Regulatory Authority, and Rules: This Agreement shall be deemed a contract made under, and the interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with, the applicable Federal and/or laws of the State of Delaware without regard to conflicts of laws provisions that would apply the laws of another jurisdiction. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.	Governing Law, Regulatory Authority, and Rules: This Agreement NSA shall be deemed a contract made under, and the interpretation and performance of this Agreement NSA and each of its provisions shall be governed and construed in accordance with, the applicable Federal and/or laws of the State of Delaware without regard to conflicts of laws provisions that would apply the laws of another jurisdiction. This Agreement NSA is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.
116.	Tariff, Part IX, Subpart G, NSA, Signature page	IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials. By each individual signing below each represents to the other that they are duly authorized to sign on behalf of that company and have actual and/or apparent authority to bind the respective company to this Agreement.	IN WITNESS WHEREOF, the Parties have caused this Agreement NSA to be executed by their respective authorized officials. By each individual signing below each represents to the other that they are duly authorized to sign on behalf of that company and have actual and/or apparent authority to bind the respective company to this AgreementNSA.	The revision replaces the reference to "Agreement" with "NSA" to be consistent with previous change and approach used in other PJM service agreements.

117.	Tariff, Part IX, Subpart G, NSA, Attachment 1	Describe work to be done.	Describe work to be done Planned Modifications.	The revision clarifies the information to be included in Attachment 1.

Tariff sections: Tariff, Part IX, Subpart H - Form of Network Upgrade Cost Responsibility Agreement

Numbe	r Governing Document, Agreement, Attachment, Section, Title	Current Language	Proposed Revisions	Rationale/Notes
118.	Tariff, Part IX, Subpart H, NUCRA, First Page Title	(Network Upgrade #)	(Network Upgrade(s) #) [] [OPTIONAL: Add additional Project Developers as deemed appropriate]	The change clarifies that additional Project Developers and more than one Network Upgrade may be referenced.

119.	Tariff, Part IX, Subpart H, NUCRA, caption	NETWORK UPGRADE COST RESPONSIBILITY AGREEMENT By and Among PJM Interconnection, L.L.C. And [Name of Project Developer] And [Name of Project Developer]	NETWORK UPGRADE COST RESPONSIBILITY AGREEMENT By and Among PJM Interconnection, L.L.C. And [Name of Project Developer] And [Name of Project Developer]	The change clarifies that additional Project Developers and more than one Network Upgrade may be referenced.
		(Network Upgrade#)	[OPTIONAL: Add additional Project Developers as deemed appropriate]	
			(Network Upgrade <u>(s)</u> #)	
120.	Tariff, Part IX, Subpart H, NUCRA, section 1.0 (Parties)	Project Developer (includes Eligible Customer and Affected System Customer): [full name], Project Identifier # [OPTIONAL: (also	Project Developer (includes Eligible Customer and Affected System Customer, herein defined as "Project Developer"):	The parenthetical phrase is modified to reflect that Project Developer, Eligible Customer and Affected System Customer are referred to as "Project Developer" for purposes of the NUCRA.
		referred to as "[short name"])]	[full name Name of Party], Project Identifier # [OPTIONAL: (also referred to as "[short name"])]	The change clarifies the instruction calls for the name of the Project Developer Party's name.
		Name and location of Generating Facility or Merchant Transmission Facility Project Developer:	Name and location of Generating Facility or Merchant Transmission Facility:	A colon is added to prompt drafter to include the name and location of the Generating Facility or Merchant Transmission Facility.
		[full name], Project Identifier # [OPTIONAL: (also referred to as "[short name"])]	Project Developer: [full_name Name of Party] and Project Identifier # [OPTIONAL: (also referred to as "[short name"])]	The change clarifies the instruction calls for the name of the Project Developer Party's name.
		Name and location of Generating Facility or Merchant Transmission Facility	name"])]	A colon is added to prompt drafter to include the name and

			Name and location of Generating Facility or Merchant Transmission Facility:	location of the Generating Facility or Merchant Transmission Facility.
			[OPTIONAL: Add additional Project Developers as deemed appropriate]	An instruction is inserted to clarify additional Project Developers may be added.
		{instructions – for the above, also provide Service Agreement No. or other identifying information if known}	{instructions – for the above, also provide Service Agreement No. or other identifying information if known.}	A period is added to the end of the sentence.
121.	Tariff, Part IX, Subpart H, NUCRA, section 8.0 (Notices)	Any notice or request made to or by any party regarding this NUCRA shall be made in accordance with the standard terms and conditions for construction set forth in Appendix 2 to this NUCRA to the representatives of the other parties, as indicated below:	Any notice or request made to or by any party regarding this NUCRA shall be made in accordance with the standard terms and conditions for construction set forth in Appendix 2 to this NUCRA to the representatives of the other parties, as indicated below:	An instruction is inserted to clarify additional Project Developers may be added. The changes also add fields to insert the Project Identifier numbers associated with each Project Developer.
			Transmission Provider:	
		Transmission Provider:	Transmission Freviori.	
		Transmission Freviori.	PJM Interconnection, L.L.C.	
		PJM Interconnection, L.L.C.	2750 Monroe Blvd.	
		2750 Monroe Blvd.	Audubon, PA 19403	
		Audubon, PA 19403	interconnectionagreementnotices@pjm.com	
		interconnectionagreementnotices@pjm.com	Grant and an analogy of the state of the sta	
		0 017	Project Developer:	
		Project Developer:	Project Identifier #	
		Project Developer:	Project Developer: Project Identifier #	
			F10je0(10e11(11e1 #	

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122.	Tariff, Part IX, Subpart H, NUCRA, section 11.0	Incorporation of Other Documents. All portions of the agreements identified in section 1.0 above and the	[OPTIONAL: Add additional Project Developers as deemed appropriate] Incorporation of Other Documents. All portions of the agreements identified in section 1.0 above, and the Tariff,	An internal reference to "Other Documents" is being added to clarify the conflict provision in the last sentence. The
	(Incorporation of Other Documents)	Tariff and the Operating Agreement pertinent to the subject of this NUCRA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof. To the extent there is a conflict between the NUCRA and other documents, the terms of this NUCRA shall control.	and the Operating Agreement (herein collectively referenced as "Other Documents") pertinent to the subject of this NUCRA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof. To the extent there is a conflict between the NUCRA and eOther eDocuments, the terms of this NUCRA shall control.	punctuation is also being corrected.
123.	Tariff, Part IX, Subpart H, NUCRA, signature page	(Network Identifier #)	(Network Identifier(s) #) []	The change clarifies that more than one Network Upgrade may be subject to the same NUCRA.
		Printed name of signer:	Project Developer: [Name of Party] (Project Identifier #)	The changes add fields to insert the Project Identifier numbers associated with each Project Developer. An instruction is inserted to clarify additional Project Developers
			Printed name of signer:	may be added.
		The signature below of the authorized officer of the Transmission Owner is for the limited purpose of	Project Developer: [Name of Party] (Project Identifier #)	

		acknowledging that an authorized officer of said Transmission Owner has read this Agreement as of this day of 20	Printed name of signer:	
			[OPTIONAL: Add additional Project Developers as deemed appropriate]	
			The signature below of the authorized officer of the Transmission Owner is for the limited purpose of acknowledging that an authorized officer of said Transmission Owner has read this Agreement as of this day of 20	
124.	Tariff, Part IX, Subpart H, NUCRA, Appendix 2, section 3.3 (Invoice)	In addition to the invoice provisions set forth in the applicable GIA Construction Service Agreement or other relevant NUCRAs to which the Project Developer is a party, for purposes of this NUCRA, Transmission Provider shall bill the Project Developers in accordance with the cost responsibility set forth in Schedule B of this NUCRA.	In addition to the invoice provisions set forth in the applicable GIA, Construction Service Agreement, or other relevant NUCRAs to which the Project Developer is a party, for purposes of this NUCRA, Transmission Provider shall bill the Project Developers in accordance with the cost responsibility set forth in Schedule B of this NUCRA.	Commas are added to clarify the sentence.

125.	Tariff, Part IX, Subpart H, NUCRA, Appendix 2, section 3.4 (Final Invoice)	In addition to the final invoice provisions set forth in the applicable GIA Construction Service Agreement or other relevant NUCRAs to which the Project Developer is a party, for purposes of this NUCRA, the accounting and payments shall be in accordance with the cost responsibility set forth in Schedule B of this NUCRA.	In addition to the final invoice provisions set forth in the applicable GIA. Construction Service Agreement, or other relevant NUCRAs to which the Project Developer is a party, for purposes of this NUCRA, the accounting and payments shall be in accordance with the cost responsibility set forth in Schedule B of this NUCRA.	Commas are added to clarify the sentence.
126.	Tariff, Part IX, Subpart H, NUCRA, Appendix 2, section 4.1 (Assignment with Prior Consent)	Except as provided in section 4.2 to this Appendix 2, no party to this NUCRA shall assign its rights or delegate its duties, or any part of such rights or duties, under this NUCRA without the written consent of the other parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void. A party may make an assignment in connection with the sale, merger, or transfer of a substantial portion or all of the Common Use Upgrades which it owns or will own upon completion of construction and the transfer of title required by the applicable GIA or Construction Service Agreement, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this NUCRA.	Except as provided in NUCRA, Appendix 2, section 4.2 to this Appendix 2, no party to this NUCRA shall assign its rights or delegate its duties, or any part of such rights or duties, under this NUCRA without the written consent of the other parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void. A party may make an assignment in connection with the sale, merger, or transfer of a substantial portion or all of the Common Use Upgrades which it owns or will own upon completion of construction and the transfer of title required by the applicable GIA or Construction Service Agreement, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this NUCRA.	The cross-reference is being clarified.

127.	Tariff, Part IX, Subpart H, NUCRA, Appendix 2, Section 9 (Confidentiality)	The Confidentiality provisions of the applicable GIA Construction Service Agreement or other relevant NUCRAs to which the Project Developer is a party are incorporated by reference and shall apply to this NUCRA.	The Confidentiality provisions of the applicable GIA. Construction Service Agreement, or other relevant NUCRAs to which the Project Developer is a party are incorporated by reference and shall apply to this NUCRA.	Commas are added to clarify the sentence.
128.	Tariff, Part IX, Subpart H, NUCRA, Appendix 2, section 13.1 (Regulatory Filing)	In the event that this NUCRA contains any terms that deviate materially from the form included in Tariff, Part IX or from the standard terms and conditions in this Appendix 2, the Transmission Provider shall file the executed NUCRA on behalf of itself with FERC as a service schedule under the Tariff. Project Developer may request that any information so provided be subject to the confidentiality provisions of section 9 of this Appendix 2. A Project Developer shall have the right, with respect to any NUCRA tendered to it, to request in writing (a) dispute resolution under section 12 of the Tariff or, if concerning the Regional Transmission Expansion Plan, consistent with Schedule 5 of the Operating Agreement, or (b) that Transmission Provider file the agreement unexecuted with FERC. With the filing of any unexecuted NUCRA, Transmission Provider may, in its discretion, propose to FERC a resolution of any or all of the issues in dispute between any parties to this NUCRA.	In the event that this NUCRA contains any terms that deviate materially from the form included in Tariff, Part IX or from the standard terms and conditions in this Appendix 2, the Transmission Provider shall file the executed NUCRA on behalf of itself with FERC as a service schedule under the Tariff. Project Developer may request that any information so provided be subject to the confidentiality provisions of section 9 of this Appendix 2. A Project Developer shall have the right, with respect to any NUCRA tendered to it, to request in writing (a) dispute resolution under Tariff , Part I, section 12 of the Tariff or, if concerning the Regional Transmission Expansion Plan, consistent with Schedule 5 of the Operating Agreement, or (b) that Transmission Provider file the agreement unexecuted with FERC. With the filing of any unexecuted NUCRA, Transmission Provider may, in its discretion, propose to FERC a resolution of any or all of the issues in dispute between any parties to this NUCRA.	The cross-reference is being clarified.

129.	Tariff, Part IX, Subpart H, NUCRA, Appendix 2, section 14.1.4 (Consent and Approval)	Such party has sought or obtained, or, in accordance with the NUCRA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of the NUCRA and it will provide to any Governmental Authority notice of any actions under this Appendix 2 that are required by Applicable Laws and Regulations.	Such party has sought or obtained, or, in accordance with the NUCRA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of the NUCRA and it will provide to any Governmental Authority notice of any actions under this NUCRA, Appendix 2 that are required by Applicable Laws and Regulations.	The cross-reference is being clarified.

IRPTF GDECS II Proposed Clean-Up, Clarifications and Corrections to Governing Documents

Tariff sections: Tariff, Part IX, Subpart J – Form of Construction Service Agreement

Numbe	Governing Document, Agreement, Attachment, Section, Title	Current Language	Proposed Revisions	Rationale/Notes
130.	Tariff, Part IX, Subpart J, CSA, introductory paragraph	This Construction Service Agreement, including the Appendices attached hereto and incorporated herein (collectively, "CSA") is made and entered into as of the Effective Date (as defined in the attached Appendix III) by and among PJM Interconnection, L.L.C. ("Transmission Provider" or "PJM"), ("Developer Party" [OPTIONAL: or "[short name]"]) and ("Transmission Owner" [OPTIONAL: or "[short name]"]). Transmission Provider, Developer Party and Transmission Owner are referred to herein individually as "Party" and collectively as "the Parties." Developer Party is a {instruction: select Project Developer, Eligible Customer or Affected System Customer} as defined in in this GIP. For purposes of the Agreement, the terms "Generation Interconnection Procedures" or "GIP" will refer to the interconnection procedures set forth in {Instructions: use Tariff, Part VIII if this is a post-transition period agreement, or use Tariff, Part VIII if this is a post-transition period agreement}.	This Construction Service Agreement, including the Appendices attached hereto and incorporated herein (collectively, "CSA") is made and entered into as of the Effective Date (as defined in the attached Appendix III) by and among PJM Interconnection, L.L.C. ("Transmission Provider" or "PJM"), ("Developer Party" [OPTIONAL: or "[short name]"]) and ("Transmission Owner" [OPTIONAL: or "[short name]"]). Transmission Provider, Developer Party, and Transmission Owner are referred to herein individually as "Party" and collectively as "the Parties." Developer Party is a {instruction: select Project Developer, Eligible Customer or Affected System Customer} as defined in in theis GIP. For purposes of thise AgreementCSA, the terms "Generation Interconnection Procedures" or "GIP" will refer to the interconnection procedures set forth in {Instructions: use Tariff, Part VII if this is a transition period agreement, or use Tariff, Part VIII if this is a post-transition period agreement}.	Revisions reflect the correct reference to the CSA and minor grammatical edits.

131.	Tariff, Part IX, Subpart J, CSA, WITNESSETH	WHEREAS, pursuant to Developer Party's Completed Application, Affected System Customers Facility Study or Interconnection Request, Transmission Provider has conducted the required studies to determine whether such requests can be accommodated, and if so, under what terms and conditions, including the identification of any Network Upgrades that must be constructed in order to provide the service or rights requested by Developer Party; WHEREAS, Transmission Provider's studies have identified the Network Upgrades described in Appendix I of this CSA as necessary to provide Developer Party the service or rights it has requested; and	WHEREAS, pursuant to Developer Party's Completed Application, Affected System Customers Facilitiesy Study Application and Agreement or Interconnection Request, Transmission Provider has conducted the required studies to determine whether such requests can be accommodated, and if so, under what terms and conditions, including the identification of any Network Upgrades that must be constructed in order to provide the service or rights requested by Developer Party; WHEREAS, Transmission Provider's studies have identified the Network Upgrades described in Appendix I of this CSA, Appendix I as necessary to provide Developer Party the service or rights it has requested; and	The revisions correct the reference to the Affected System Customer Facilities Study Application and Agreement and modify the internal cross reference to match PJM standard formatting.
132.	Tariff, Part IX, Subpart J, CSA, section 2.0 (Developer Party Financial Responsibilities)	Developer Party shall pay all Costs for the design, engineering, procurement and construction of the Network Upgrades identified in Appendix I to this CSA. An estimate of such Costs is provided in Appendix I to this CSA.	Developer Party shall pay all Costs for the design, engineering, procurement and construction of the Network Upgrades identified in this CSA, Appendix I-tethis CSA. An estimate of such Costs is provided in this CSA, Appendix I-to this CSA.	Internal cross references to match PJM standard formatting. Revisions clarify and modify

13	Tariff, Part IX, Subpart J, CSA, section 2.1 (Obligation to Provide Security)	Unless Security is provided pursuant to a Generation Interconnection Agreement Developer Party shall provide Security to collateralize Developer Party's obligation to pay the Costs incurred by Transmission Owner to construct the Network Upgrades identified in Appendix I to this CSA, less any Costs already paid by Developer Party, in accordance with the GIP. Developer Party shall deliver such Security to Transmission Provider prior to the Effective Date of this CSA, as described in Appendix III. Unless otherwise specified by the Transmission Provider, such Security shall take the form of a letter of credit, in the amount of \$ naming the Transmission Provider and Transmission Owner as beneficiaries.	Unless Security is provided pursuant to a Generation Interconnection Agreement, Developer Party shall provide Security to collateralize Developer Party's obligation to pay the Costs incurred by Transmission Owner to construct the Network Upgrades identified in this CSA, Appendix I-to this CSA, less any Costs already paid by Developer Party, in accordance with the GIP. Developer Party shall deliver such Security to Transmission Provider prior to the Effective Date of this CSA, as described in this CSA, Appendix III. Unless otherwise specified by the Transmission Provider, such Security shall take the form of a letter of credit, in the amount of \$ naming the Transmission Provider and Transmission Owner as beneficiaries.	Revisions clarify and modify internal cross references and remove "the" before "Transmission Provider" to match PJM standard formatting, and correct punctuation.
13	4. Tariff, Part IX, Subpart J, CSA, section 2.2 (Failure to Provide Security)	If the Developer Party fails to provide Security in the amount, in the time or in the form required by section 2.1, then this CSA shall terminate immediately and the Developer Party's Completed Application or Interconnection Request shall be deemed terminated and withdrawn.	If the Developer Party fails to provide Security in the amount, in the time or in the form required by section 2.1 above, then this CSA shall terminate immediately and the Developer Party's Completed Application or Interconnection Request shall be deemed terminated and withdrawn.	Revisions clarify internal cross reference and remove "the" before "Project Developer" to match PJM standard formatting.

13	Tariff, Part IX, Subpart J, CSA, section 2.3 (Costs)	In accordance with the GIP, the Developer Party shall pay for the Network Upgrades identified in Appendix I to this CSA based upon the Costs of the Network Upgrades described in Appendix I. The Developer Party's obligation to pay the Costs for the Network Upgrades identified in Appendix I to this CSA, whether greater or lesser than the amount of the Security specified in section 2.1, will continue regardless of whether the Developer Party takes Transmission Service pursuant to the terms of the Transmission Service Agreement as defined in section 3.0 of this CSA, if applicable.	In accordance with the GIP, the Developer Party shall pay for the Network Upgrades identified in Appendix I to this CSA based upon the Costs of the Network Upgrades described in Appendix I. The Developer Party's obligation to pay the Costs for the Network Upgrades identified in Appendix I to this CSA, Appendix I, whether greater or lesser than the amount of the Security specified in section 2.1 above, will continue regardless of whether the Developer Party takes Transmission Service pursuant to the terms of the Transmission Service Agreement as defined in section 3.0 of this CSA, section 3.0 if applicable.	Revisions clarify internal cross references and remove "the" before "Project Developer" to match PJM standard formatting.
13	Tariff, Part IX, Subpart J, CSA, section 2.4 (Transmission Owner Responsibilities)	If the Developer Party satisfies all requirements of this Article 2 and applicable requirements set forth in the PJM Tariff, Transmission Owner shall use Reasonable Efforts to construct or cause to be constructed the Network Upgrades, identified in Appendix I to this CSA, on its transmission system. Transmission Owner shall own the Network Upgrades it has, or has arranged to have, constructed and shall have ongoing responsibility to maintain such Network Upgrades consistent with the Operating Agreement and the Transmission Owner's Agreement.	If the Developer Party satisfies all requirements of this Article 2 and applicable requirements set forth in the PJM Tariff, Transmission Owner shall use Reasonable Efforts to construct or cause to be constructed the Network Upgrades, identified in this CSA, Appendix I-tethis CSA, on its transmission system. Transmission Owner shall own the Network Upgrades it has, or has arranged to have, constructed and shall have ongoing responsibility to maintain such Network Upgrades consistent with the Operating Agreement and the Transmission Owner's Agreement.	Revisions clarify internal cross reference and remove "the" before "Project Developer" to match PJM standard formatting.

137	. Tariff, Part IX, Subpart J, CSA, section 3.0 (No Transmission Service)	This CSA does not entitle the Developer Party to take Transmission Service under the PJM Tariff. Transmission Provider shall provide Transmission Service to Developer Party pursuant to a separate service agreement by and between Developer Party and Transmission Provider dated as of the same effective date as this CSA (the "Transmission Service Agreement"), if applicable.	This CSA does not entitle the Developer Party to take Transmission Service under the PJM Tariff. Transmission Provider shall provide Transmission Service to Developer Party pursuant to a separate service agreement by and between Developer Party and Transmission Provider dated as of the same effective date as this CSA (the "Transmission Service Agreement"), if applicable.	Revision removes "the" before "Project Developer" to match PJM standard formatting.
138	Tariff, Part IX, Subpart J, CSA, section 4.0	Subject to the terms of section 14 of Appendix III, Developer Party may terminate this CSA at any time by providing written notice of termination to Transmission Provider and Transmission Owner. Developer Party's notice of termination shall become effective sixty calendar days after either the Transmission Provider or Transmission Owner receives such notice.	Subject to the terms of this CSA, Appendix III, section 14.0 of Appendix III, Developer Party may terminate this CSA at any time by providing written notice of termination to Transmission Provider and Transmission Owner. Developer Party's notice of termination shall become effective sixty 60 calendar days after either the Transmission Provider or Transmission Owner receives such notice.	Revisions clarify internal cross references, remove "the" before "Transmission Provider" and replace "sixty" with "60" to match PJM standard formatting.

17	Tariff, Part IX, Subpart J, CSA, section 5.5 (Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status)	5.5 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with section 4.0 to Appendix III to this CSA, Schedule E to this CSA shall set forth the Interconnection Customer's agreement to conform with the IRS safe harbor provisions for non-taxable status.	5.5 Addendum of Interconnection Customer Developer Party's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with section 4.0 to Appendix III to this CSA, Appendix III, section 4.0, Schedule E to this CSA, Schedule E shall set forth the Interconnection Customer's Developer Party's agreement to conform with the IRS safe harbor provisions for non-taxable status.	Corrected term used to reference a Party. Revisions clarify cross references to match PJM standard formatting and corrected term used to reference a Party.
14	Tariff, Part IX, Subpart J, CSA, section 5.6 (Addendum of Non-Standard Terms and Conditions for Construction Service)	Subject to FERC approval, the parties agree that the terms and conditions set forth in the attached Schedule F are hereby incorporated by reference, and made a part of, this CSA. In the event of any conflict between a provision of Schedule F that FERC has accepted and any provision of the standard terms and conditions set forth in Appendix III to this CSA that relates to the same subject matter, the pertinent provision of Schedule F shall control.	Subject to FERC approval, the pParties agree that the terms and conditions set forth in the attached this CSA, Schedule F are hereby incorporated by reference, and made a part of, this CSA. In the event of any conflict between a provision of this CSA, Schedule F that FERC has accepted and any provision of the standard terms and conditions set forth in Appendix III to this CSA, Appendix III that relates to the same subject matter, the pertinent provision of this CSA, Schedule F shall control.	Revisions clarify and modify internal cross references to match PJM standard formatting, correct capitalization of a defined term.

141.	Tariff, Part IX, Subpart J, CSA, Appendix I, section C (Costs)	Developer Party shall be subject to the estimated charges detailed below, which shall be billed and paid in accordance with section 9.0 of Appendix III to this CSA.	Developer Party shall be subject to the estimated charges detailed below, which shall be billed and paid in accordance with this CSA , Appendix III , section 9.0 of Appendix III to this CSA .	Revisions clarify and modify internal cross references to match PJM standard formatting, and correct capitalization.
		Network Upgrades Charge: \$ [Add additional sections to list: any Contingencies, Applicable Technical Requirements, and Estimate of Tax Gross-ups, as required pursuant to Appendix III]	Network Upgrades Charge: \$ [Add additional sections to list: any ccontingencies, Applicable Technical Requirements and Standards, and e=stimate of Ttax Ggross-ups, as required pursuant to this CSA, Appendix III]	
142.	Tariff, Part IX, Subpart J, CSA, Appendix I, section D (Construction of Network Upgrades)	The Network Upgrades regarding which Transmission Owner shall be the Constructing Entity are described on the attached Appendix I, section A to this CSA.	1. The Network Upgrades regarding which Transmission Owner shall be the Constructing Entity are described on the attached Appendix I, in this CSA, Appendix I, section A to this CSA.	Revisions correct, clarify, and modify internal cross references to match PJM standard formatting and correct grammar.
		2. Election of Construction Option. Specify below whether the Constructing Entities have mutually agreed to construction of the Network Upgrades that will be built by the Transmission Owner pursuant to the Standard Option or the Negotiated Contract Option. (See sections 6.1 and 6.1.1 of Appendix III to this CSA.)	2. Election of Construction Option. Specify below whether the Constructing Entities have mutually agreed to construction of the Network Upgrades that will be built by the Transmission Owner pursuant to the Standard Option or the Negotiated Contract Option. (See this CSA, Appendix III, sections 6.1 and 6.1.1 of Appendix III to this CSA.)	
		Standard Option.	Standard Option.	
		Negotiated Contract Option.	Negotiated Contract Option.	
		If the parties have mutually agreed to use the Negotiated Contract Option, the permitted, negotiated terms on which they have agreed and which are not already set forth as part of the Scope of Work and/or Schedule of Work attached to this CSA, respectively, shall be as set forth in	If the parties have mutually agreed to use the Negotiated Contract Option, the permitted, negotiated terms on which they have agreed and which are not already set forth as part of the Scope of Work and/or	

Schedule A attached to this CSA. The Negotiated Option can only be used in connection with a Network Upgrade subject to the Network Upgrade Cost Responsibility Agreement all Project Developers and the relevant Transmission Owner agree. 3. Specify whether Developer Party has exercised the Option to Build in accordance with respect to some or all of the Stand Alone Network Upgrades:	Schedule of Work attached to this CSA, respectively, shall be as set forth in this CSA, Schedule A attached to this CSA.— The Negotiated Option can only be used in connection with a Network Upgrade subject to the Network Upgrade Cost Responsibility Agreement to which all Project Developers and the relevant Transmission Owner agree. 3. Specify whether Developer Party has exercised
Yes	the Option to Build in accordance with respect to some or all of the Stand Alone Network Upgrades:
No	Yes
If Yes is indicated, Developer Party shall build, in accordance with and subject to the conditions and limitations set forth in section 6.2.3 of Appendix III to this CSA, those portions of the Stand Alone Network Upgrades described below: [The following section applies only to Eligible Customers]	If Yes is indicated, Developer Party shall build, in accordance with and subject to the conditions and limitations set forth in this CSA, Appendix III, section 6.2.3 of Appendix III to this CSA, those portions of the Stand Alone Network Upgrades described belowin this CSA, Schedule C÷.
Specify whether Developer Party has exercised the Option to Build with respect to some or all of the Stand Alone Network Upgrades: Yes	[The following section applies only to Eligible Customers] Specify whether Developer Party has exercised the Option to Build with respect to some or all of the Stand Alone Network Upgrades:
No	Yes
If Yes is indicated, Developer Party shall build, in accordance with and subject to the conditions and	No

		limitations set forth in section 6.2.3 of Appendix III to this CSA, those portions of the Stand Alone Network Upgrades described below:	If Yes is indicated, Developer Party shall build, in accordance with and subject to the conditions and limitations set forth in this CSA, Appendix III, section 6.2.3 of Appendix III to this CSA, those portions of the Stand Alone Network Upgrades described belowin this CSA, Schedule C.:	
143.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 1.1 (Effective Date)	Subject to regulatory acceptance, this CSA shall become effective on the date the agreement has been executed by all Parties, or if the agreement is filed with FERC unexecuted, upon the date specified by FERC. The Transmission Owner shall have no obligation to begin construction or preparation for construction of the Network Upgrades, identified in Appendix I to this CSA, until: (i) 30 days after such agreement, if executed and nonconforming, has been filed with FERC; (ii) such agreement, if unexecuted and non-conforming, has been filed with and accepted by FERC; or (iii) the earlier of 30 days after such agreement, if conforming, has been executed or has been reported in Transmission Provider's Electronic Quarterly Reports.	Subject to regulatory acceptance, this CSA shall become effective on the date the agreementthis CSA has been executed by all Parties, or if the agreement is filed with FERC unexecuted, upon the date specified by FERC. The Transmission Owner shall have no obligation to begin construction or preparation for construction of the Network Upgrades, identified in this CSA, Appendix I to this CSA, until: (i) 30 days after such agreementthis CSA, if executed and nonconforming, has been filed with FERC; (ii) such agreement, if unexecuted and non-conforming, has been filed with and accepted by FERC; or (iii) the earlier of 30 days after such agreement, if conforming, has been executed or has been reported in Transmission Provider's Electronic Quarterly Reports.	Revisions clarify and modify internal cross references to match PJM standard formatting.

14	4. Tariff, Part IX, Subpart J, CSA, Appendix III, section 2.0 (Facilitation by Transmission Provider)	Transmission Provider shall keep itself apprised of the status of the Transmission Owner's construction-related activities and, upon request of Developer Party or Transmission Owner, Transmission Provider shall meet with the Developer Party and Transmission Owner separately or together to assist them in resolving issues between them regarding their respective activities, rights and obligations under this CSA. Transmission Owner shall cooperate in good faith with the other Parties in Transmission Provider's efforts to facilitate resolution of disputes.	Transmission Provider shall keep itself apprised of the status of the Transmission Owner's construction-related activities and, upon request of Developer Party or Transmission Owner, Transmission Provider shall meet with the Developer Party and Transmission Owner separately or together to assist them in resolving issues between them regarding their respective activities, rights and obligations under this CSA. Transmission Owner shall cooperate in good faith with the other Parties in Transmission Provider's efforts to facilitate resolution of disputes.	Revisions remove "the" to match PJM standard formatting.
14	5. Tariff, Part IX, Subpart J, CSA, Appendix III, section 3.1.1 (Generally)	All Network Upgrades identified in Appendix I to this CSA shall be designed, engineered, procured, installed and constructed in accordance with this section 3.0, Applicable Standards, Applicable Laws and Regulations, Good Utility Practice, the Facilities Study and the Scope of Work under this CSA.	All Network Upgrades identified in this CSA, Appendix I to this CSA shall be designed, engineered, procured, installed and constructed in accordance with this section 3.0, Applicable Standards, Applicable Laws and Regulations, Good Utility Practice, the Facilities Study and the Scope of Work under this CSA.	Revisions modify internal cross references to match PJM standard formatting

146.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 3.2 (Scope of Applicable Technical Requirements and Standards)	Applicable technical requirements and standards shall apply to the design, engineering, procurement, construction and installation of the Network Upgrades identified in Appendix I to this CSA only to the extent that the provisions thereof relate to the design, engineering, procurement, construction and/or installation of such Network Upgrades. Such provisions relating to the design, engineering, procurement, construction and/or installation of such Network Upgrades shall be contained in Appendix I appended to this CSA. The Parties shall mutually agree upon, or in the absence of such agreement, Transmission Provider shall determine, which provisions of the applicable technical requirements and standards should be appended to this CSA. In the event of any conflict between the provisions of the applicable technical requirements and standards that are appended to this CSA and any later-modified provisions that are stated in the pertinent PJM Manuals, the provisions appended to this CSA shall control.	Applicable tTechnical rRequirements and sStandards shall apply to the design, engineering, procurement, construction and installation of the Network Upgrades identified in this CSA, Appendix I to this CSA only to the extent that the provisions thereof relate to the design, engineering, procurement, construction and/or installation of such Network Upgrades. Such provisions relating to the design, engineering, procurement, construction and/or installation of such Network Upgrades shall be contained in this CSA, Appendix I-appended to this CSA. The Parties shall mutually agree upon, or in the absence of such agreement, Transmission Provider shall determine, which provisions of the Aapplicable tTechnical rRequirements and sStandards should be appended to this CSA. In the event of any conflict between the provisions of the Aapplicable tTechnical rRequirements and sStandards that are appended to this CSA and any later-modified provisions that are stated in the pertinent PJM Manuals, the provisions appended to this CSA shall control.	Revisions clarify and modify internal cross references to match PJM standard formatting and correct references to a defined term.
147.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 4.1 (Safe Harbor Provisions)	Provided that Developer Party agrees to conform to all requirements of the Internal Revenue Service ("IRS") (e.g., the "safe harbor" section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016)) that would confer nontaxable status on some or all of the transfer of property, including money, by Developer Party to the Transmission Owner for payment of the Costs of construction of the Network Upgrades, the Transmission Owner, based on such agreement and on current law, shall treat such transfer of property to it as nontaxable income and, except as provided in section 4.4.2 below, shall not include income taxes in the Costs of Network	Provided that Developer Party agrees to conform to all requirements of the Internal Revenue Service ("IRS") (e.g., the "safe harbor" section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016)) that would confer nontaxable status on some or all of the transfer of property, including money, by Developer Party to the-Transmission Owner for payment of the Costs of construction of the Network Upgrades, the-Transmission Owner, based on such agreement and on current law, shall treat such transfer of property to it as nontaxable income and, except as provided in this CSA, Appendix III, section 4.4.2-below,	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting

		Upgrades that are payable by Developer Party under the Generation Interconnection Agreement or this Agreement. Developer Party shall document its agreement to conform to IRS requirements for such non-taxable status in the Generation Interconnection Agreement or this Agreement.	shall not include income taxes in the Costs of Network Upgrades that are payable by Developer Party under the Generation Interconnection Agreement or this Agreement CSA. Developer Party shall document its agreement to conform to IRS requirements for such non-taxable status in the Generation Interconnection Agreement or this Agreement CSA.	
148.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 4.2 (Tax Indemnity)	Developer Party shall indemnify the Transmission Owner for any costs that Transmission Owner incurs in the event that the IRS and/or a state department of revenue ("State") determines that the property, including money, transferred by Developer Party to the Transmission Owner with respect to the construction of the Network Upgrades is taxable income to the Transmission Owner. Developer Party shall pay to the Transmission Owner, on demand, the amount of any income taxes that the IRS or a State assesses to the Transmission Owner in connection with such transfer of property and/or money, plus any applicable interest and/or penalty charged to the Transmission Owner. In the event that the Transmission Owner chooses to contest such assessment, either at the request of Developer Party or on its own behalf, and prevails in reducing or eliminating the tax, interest and/or penalty assessed against it, the Transmission Owner shall refund to Developer Party the excess of its demand payment made to the Transmission Owner over the amount of the tax, interest and penalty for which the Transmission Owner is finally determined to be liable.	Developer Party shall indemnify the Transmission Owner for any costs that Transmission Owner incurs in the event that the IRS and/or a state department of revenue ("State") determines that the property, including money, transferred by Developer Party to the Transmission Owner with respect to the construction of the Network Upgrades is taxable income to the Transmission Owner. Developer Party shall pay to the Transmission Owner, on demand, the amount of any income taxes that the IRS or a State assesses to the Transmission Owner in connection with such transfer of property and/or money, plus any applicable interest and/or penalty charged to the Transmission Owner. In the event that the Transmission Owner chooses to contest such assessment, either at the request of Developer Party or on its own behalf, and prevails in reducing or eliminating the tax, interest and/or penalty assessed against it, the Transmission Owner shall refund to Developer Party the excess of its demand payment made to the Transmission Owner over the amount of the tax, interest and penalty for which the	Revisions clarify internal cross references and remove "the" to match PJM standard formatting.

		,	,	
		Developer Party's tax indemnification obligation under this section shall survive any termination of the Generation Interconnection Agreement or this Agreement.	Transmission Owner is finally determined to be liable. Developer Party's tax indemnification obligation under this section shall survive any termination of the Generation Interconnection Agreement or this AgreementCSA.	
149.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 4.3 (Taxes Other Than Income Taxes)	Upon the timely request by Developer Party, and at Developer Party's sole expense, the Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against the Transmission Owner for which Developer Party may be required to reimburse Transmission Provider under the terms of this Appendix 2 or the GIP. Developer Party shall pay to the Transmission Owner on a periodic basis, as invoiced by the Transmission Owner, the Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Developer Party and the Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Developer Party to the Transmission Owner for such contested taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Developer	Upon the timely request by Developer Party, and at Developer Party's sole expense, the Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against the Transmission Owner for which Developer Party may be required to reimburse Transmission Provider under the terms of this Appendix III2 or the GIP. Developer Party shall pay to the Transmission Owner on a periodic basis, as invoiced by the Transmission Owner, the Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Developer Party and the Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Developer Party to the Transmission Owner for such contested taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and	Corrected term used to reference a Party. Revisions correct internal cross reference and remove "the" to match PJM standard formatting.

		Party will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by the Transmission Owner.	ultimately due and payable after appeal, Developer Party will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by the Transmission Owner.	
150.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 4.4.1 (Additional Security)	In the event that Developer Party does not provide the safe harbor documentation required under section 4.1 prior to execution of the Generation Interconnection Agreement or this Agreement, within the later of 15 days after execution of the Generation Interconnection Agreement or this Agreement, Transmission Provider shall notify Developer Party in writing of the amount of additional Security that Developer Party must provide. The amount of Security that a Transmission Developer Party must provide initially pursuant to the Generation Interconnection Agreement or this Agreement shall include any amounts described as additional Security under this section 4.4 regarding income tax gross-up.	In the event that Developer Party does not provide the safe harbor documentation required under this CSA, Appendix III, section 4.1 prior to execution of the Generation Interconnection Agreement or this AgreementCSA, within the later of 15 days after execution of the Generation Interconnection Agreement or this AgreementCSA, Transmission Provider shall notify Developer Party in writing of the amount of additional Security that Developer Party must provide. The amount of Security that a Transmission Developer Party must provide initially pursuant to the Generation Interconnection Agreement or this Agreement CSA shall include any amounts described as additional Security under this section 4.4 regarding income tax gross-up.	Revisions clarify internal cross references and correct a reference to a defined term.

Tariff, Part IX, Subpart J, CSA, The required additional Security shall be in an amount The required additional Security shall be in an amount Revisions clarify internal cross references and remove Appendix III, section 4.4.2 equal to the amount necessary to gross up fully for equal to the amount necessary to gross up fully for "the" to match PJM standard formatting. currently applicable federal and state income taxes the (Amount) currently applicable federal and state income taxes the estimated Costs of any Network Upgrades for which estimated Costs of any Network Upgrades for which Developer Party previously provided Security. Developer Party previously provided Security. Accordingly, the additional Security shall equal the amount Accordingly, the additional Security shall equal the necessary to increase the total Security provided to the amount necessary to increase the total Security amount that would be sufficient to permit the Transmission provided to the amount that would be sufficient to permit the Transmission Owner to receive and retain, after the Owner to receive and retain, after the payment of all applicable income taxes ("Current Taxes") and taking into payment of all applicable income taxes ("Current account the present value of future tax deductions for Taxes") and taking into account the present value of future tax deductions for depreciation that would be depreciation that would be available as a result of the available as a result of the anticipated payments or anticipated payments or property transfers (the "Present Value Depreciation Amount"), an amount equal to the property transfers (the "Present Value Depreciation estimated Costs of the Network Upgrades for which Amount"), an amount equal to the estimated Costs of Developer Party is responsible under the Generation the Network Upgrades for which Developer Party is responsible under the Generation Interconnection Interconnection Agreement or this Agreement. For this purpose, Current Taxes shall be computed based on the Agreement or this Agreement CSA. For this purpose, composite federal and state income tax rates applicable to Current Taxes shall be computed based on the the Transmission Owner at the time the additional Security composite federal and state income tax rates applicable is received, determined using the highest marginal rates in to the Transmission Owner at the time the additional effect at that time (the "Current Tax Rate"); and the Security is received, determined using the highest Present Value Depreciation Amount shall be computed by marginal rates in effect at that time (the "Current Tax discounting the Transmission Owner's anticipated tax Rate"); and the Present Value Depreciation Amount depreciation deductions associated with such payments or shall be computed by discounting the Transmission property transfers by its current weighted average cost of Owner's anticipated tax depreciation deductions capital. associated with such payments or property transfers by its current weighted average cost of capital.

152.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 4.5 (Tax Status)	Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in the Generation Interconnection Agreement, this Agreement or the GIP is intended to adversely affect any Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.	Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in the Generation Interconnection Agreement, this Agreement-CSA or the GIP is intended to adversely affect any Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.	Revision clarifies internal cross reference.
153.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 5.1 (General)	Transmission Owner shall perform all work hereunder in accordance with Good Utility Practice and, Applicable Standards and Applicable Laws and Regulations pertaining to the safety of persons or property.	Transmission Owner shall perform all work hereunder in accordance with Good Utility Practice and, Applicable Standards and Applicable Laws and Regulations pertaining to the safety of persons or property.	Revision reflects grammatical correction.

154.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.1 (Standard Option)	The Transmission Owner shall use Reasonable Efforts to design, engineer, procure, construct and install the Network Upgrades, identified in Appendix I to this CSA, in accordance with the Schedule and Scope of Work.	The Transmission Owner shall use Reasonable Efforts to design, engineer, procure, construct and install the Network Upgrades, identified in Appendix I to this CSA, Appendix I, in accordance with the Schedule of Work and Scope of Work.	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting and correct the reference to a defined term.
155.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.1.1 (Negotiated Contract Option)	Consistent with Appendix 1, section D.2 (negotiated contract option), as an alternative to the Standard Option set forth in section 6.1 of this Appendix III, the Transmission Owner and the Developer Party may mutually agree to a Negotiated Contract Option for the Transmission Owner's design, procurement, construction and installation of the Network Upgrades. Under the Negotiated Contract Option, the Affected System Customer and the Transmission Owner may agree to terms different from those included in the Standard Option of section 6.1 above and the corresponding standard terms set forth in the applicable provisions of Part VI of the Tariff and this Appendix III. Under the Negotiated Contract Option, negotiated terms may include the work schedule applicable to the Transmission Owner's construction activities and changes to same; payment provisions, including the schedule of payments; incentives, penalties and/or liquidated damages related to timely completion of construction; use of third party contractors; and responsibility for Costs, but only as between the Affected System Customer and the Transmission Owner that are	Consistent with this CSA, Appendix 14, section D(-2) (negotiated contract option), as an alternative to the Standard Option set forth in section 6.1 above of this Appendix III, the Transmission Owner and the Developer Party may mutually agree to a Negotiated Contract Option for the Transmission Owner's design, procurement, construction and installation of the Network Upgrades. Under the Negotiated Contract Option, the Developer PartyAffected System Customer and the Transmission Owner may agree to terms different from those included in the Standard Option of section 6.1 above and the corresponding standard terms set forth in the applicable provisions of Part VI of the Tariffthe GIP and this CSA, Appendix III. Under the Negotiated Contract Option, negotiated terms may include the work schedule applicable to the Transmission Owner's construction activities and changes to same; payment provisions, including the schedule of payments; incentives, penalties and/or liquidated damages related to timely completion of construction; use of third party contractors; and responsibility for Costs, but only as	Revisions clarify, correct, and modify internal cross references, correct the reference to a defined term, and remove "the" to match PJM standard formatting.

		parties to this CSA; no other Developer Party's responsibility for Costs may be affected (section 217 of the Tariff). No other terms of the Tariff or this Appendix III shall be subject to modification under the Negotiated Contract Option. The terms and conditions of the Tariff that may be negotiated pursuant to the Negotiated Contract Option shall not be affected by use of the Negotiated Contract Option except as and to the extent that they are modified by the parties' agreement pursuant to such option. All terms agreed upon pursuant to the Negotiated Contract Option shall be stated in full in an appendix to this CSA.	between the <u>Developer Party Affected System Customer</u> and the Transmission Owner that are parties to this CSA; no other Developer Party's responsibility for Costs <u>under the GIP</u> may be affected (section 217 of the Tariff). No other terms of the Tariff or this Appendix III shall be subject to modification under the Negotiated Contract Option. The terms and conditions of the Tariff that may be negotiated pursuant to the Negotiated Contract Option shall not be affected by use of the Negotiated Contract Option except as and to the extent that they are modified by the parties' agreement pursuant to such option. All terms agreed upon pursuant to the Negotiated Contract Option shall be stated in full in an appendix to this CSA. Schedule A.	
156.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.2.1 (Option)	Developer Party shall have the option, ("Option to Build"), to design, procure, construct and install all or any portion of the Stand Alone Network Upgrades on the dates specified in Appendix I of this Agreement. Transmission Provider and Developer Party must agree as to what constitutes Stand Alone Network Upgrades in Schedule C of this Agreement. If the Transmission Provider and Developer Party disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider must provide the Developer Party a written technical explanation outlining why the Transmission Provider does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination. Transmission Provider and Developer Party must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Schedule C (Option to Build) of this Agreement. Except for Stand Alone Network Upgrades, Developer Party shall have no right to construct Network	Developer Party shall have the option, ("Option to Build"), to design, procure, construct and install all or any portion of the Stand Alone Network Upgrades on the dates specified in this CSA, Appendix I-of this Agreement. Transmission Provider and Developer Party must agree as to what constitutes Stand Alone Network Upgrades in this CSA, Appendix III, Schedule C-of this Agreement. If the Transmission Provider and Developer Party disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider must provide the Developer Party a written technical explanation outlining why the Transmission Provider does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination. Transmission Provider and Developer Party must agree as to what constitutes Stand Alone Network Upgrades in this CSA. Appendix III, Schedule C, section B (Option to Build) of this	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting, and correct references to defined terms.

		Upgrades under this option. Unless a Developer party is subject to a Generation Interconnection Agreement, in order to exercise this Option to Build, the Developer Party must provide Transmission Provider and the Transmission Owner with written notice of its election to exercise the option no later than 30 days from the date the Developer Party receives the results of the Facility Study (or, if no Facilities Study was required completion of the System Impact Study). Developer Party may not elect Option to Build after such date. Developer Party shall indicate its election to exercise the option in this CSA.	Agreement. Except for Stand Alone Network Upgrades, Developer Party shall have no right to construct Network Upgrades under this option. Unless a Developer Party is subject to a Generation Interconnection Agreement, in order to exercise this Option to Build, the Developer Party must provide Transmission Provider and the Transmission Owner with written notice of its election to exercise the option no later than 30 days from the date the Developer Party receives the results of the Facilitiesy Study (or, if no Facilities Study was required, completion of the System Impact Study). Developer Party may not elect Option to Build after such date. Developer Party shall indicate its election to exercise the option in this CSA.	
157	Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.2.2 (General Conditions Applicable to Option)	 (vii) Developer Party shall indemnify Transmission Owner and Transmission Provider for claims arising from Developer Party's construction of Network Upgrades that are Direct Connection Network Upgrades under the terms and procedures applicable to this Appendix III, sections 12.1, 12.2, 12.3, and 12.4; (viii) Developer Party shall transfer control of Network Upgrades that are Direct Connection Network Upgrades to Transmission Owner; (ix) Unless Parties otherwise agree, Developer Party shall transfer ownership of Stand Alone Network Upgrades to Transmission Owner; (x) Transmission Owner shall approve and accept for operation and maintenance for Stand Alone to the extent engineered, procured, and constructed in accordance with this Agreement, Appendix 2, section 3.2.3.2; 	 (vii) Developer Party shall indemnify Transmission Owner and Transmission Provider for claims arising from Developer Party's construction of Network Upgrades that are Direct ConnectionStand Alone Network Upgrades under the terms and procedures applicable to this CSA, Appendix III, sections 12.1_	Revisions clarify, correct, and modify internal cross-references, correct the reference to a defined term, and remove "the" to match PJM standard formatting. The incorrect reference to Tariff, Part VI, section 217 is replaced with a reference to the GIP as provisions related to cost responsibility are found throughout the GIP and may vary depending on the applicable Cycle.

- (xi) Developer Party shall deliver to Transmission Owner "as-built" drawings, information, and any other documents that are reasonably required by Transmission Provider to assure that the Stand Alone Network Upgrades are built to the standards and specifications required by Transmission Owner; and
- (xii) If Developer Party exercises the Option to Build, Developer Party shall pay Transmission Owner to execute the responsibilities enumerated to Transmission Owner under section 6.2.2. Transmission Owner shall invoice Developer Party for this total amount to be divided on a monthly basis pursuant to Appendix III, section 9.3.
- (b) The Developer Party must obtain or arrange to obtain all necessary permits and authorizations for the construction and installation of the Stand Alone Network Upgrades that it is building, provided, however, that when the Transmission Owner's assistance is required, the Transmission Owner shall assist the Developer Party in obtaining such necessary permits or authorizations with efforts similar in nature and extent to those that the Transmission Owner typically undertakes in acquiring permits and authorizations for construction of facilities on its own behalf:
- (c) The Developer Party must obtain all necessary land rights for the construction and installation of the Stand Alone Network Upgrades that it is building, provided, however, that upon Developer Party's reasonable request, the Transmission Owner shall assist the Developer Party in acquiring such land rights with efforts similar in nature and extent to those that the Transmission Owner typically

- constructed in accordance with this Agreement CSA, Appendix III2, section 3.2.3.2;
- (xi) Developer Party shall deliver to Transmission Owner "as-built" drawings, information, and any other documents that are reasonably required by Transmission Provider to assure that the Stand Alone Network Upgrades are built to the standards and specifications required by Transmission Owner; and
- (xii) If Developer Party exercises the Option to Build, Developer Party shall pay Transmission Owner to execute the responsibilities enumerated to Transmission Owner under this section 6.2.2. Transmission Owner shall invoice Developer Party for this total amount to be divided on a monthly guarterly basis pursuant to this CSA, Appendix III, section 9.23.
- (b) The Developer Party must obtain or arrange to obtain all necessary permits and authorizations for the construction and installation of the-Stand Alone Network Upgrades that it is building, provided, however, that when the Transmission Owner's assistance is required, the Transmission Owner shall assist the Developer Party in obtaining such necessary permits or authorizations with efforts similar in nature and extent to those that the Transmission Owner typically undertakes in acquiring permits and authorizations for construction of facilities on its own behalf:
- (c) The Developer Party must obtain all necessary land rights for the construction and installation of the Stand Alone Network Upgrades that it is building, provided, however, that upon Developer Party's

		undertakes in acquiring land rights for construction of facilities on its own behalf; (d) Notwithstanding anything stated herein, each Transmission Owner shall have the exclusive right and obligation to perform the line attachments (tie-in work), and to calibrate remote terminal units and relay settings, required for the interconnection to such Transmission Owner's existing facilities of any Stand Alone Network Upgrades that the Developer Party builds; and (e) The Stand Alone Network Upgrades built by the Developer Party shall be successfully inspected, tested and energized pursuant to sections 19 and 20 of this Appendix III.	reasonable request, the Transmission Owner shall assist the Developer Party in acquiring such land rights with efforts similar in nature and extent to those that the Transmission Owner typically undertakes in acquiring land rights for construction of facilities on its own behalf; (d) Notwithstanding anything stated herein, each Transmission Owner shall have the exclusive right and obligation to perform the line attachments (tie-in work), and to calibrate remote terminal units and relay settings, required for the interconnection to such Transmission Owner's existing facilities of any Stand Alone Network Upgrades that the Developer Party builds; and (e) The Stand Alone Network Upgrades built by the Developer Party shall be successfully inspected, tested and energized pursuant to this CSA, Appendix III, sections 19 and 20-of this Appendix III.	
158.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.2.3 (Additional Conditions Regarding Network Facilities)	To the extent that the Developer Party utilizes the Option to Build for design, procurement, construction and/or installation of Stand Alone Network Upgrades in existence or under construction by or on behalf of the Transmission Owner on the date that the Developer Party solicits bids under section 6.2.7 below, or Stand Alone Network Upgrades to be located on land or in right-of-way owned or controlled by the Transmission Owner, and in addition to the other terms and conditions applicable to the design, procurement, construction and/or installation of facilities under this Appendix III, all work shall comply with the following further conditions: (i) All work performed by or on behalf of the Developer Party shall be conducted by contractors, and using	To the extent that the Developer Party utilizes the Option to Build for design, procurement, construction and/or installation of Stand Alone Network Upgrades in existence or under construction by or on behalf of the Transmission Owner on the date that the Developer Party solicits bids under section 6.2.7 below, or Stand Alone Network Upgrades to be located on land or in right-of-way owned or controlled by the Transmission Owner, and in addition to the other terms and conditions applicable to the design, procurement, construction and/or installation of facilities under this Appendix III, all work shall comply with the following further conditions: (i) All work performed by or on behalf of the Developer Party shall be conducted by contractors, and	Revisions remove "the" to match PJM standard formatting and correct reference to defined terms.

equipment manufacturers or vendors, that are listed on the Transmission Owner's List of Approved Contractors;

- (ii) The Transmission Owner shall have full site control of, and reasonable access to, its property at all times for purposes of tagging or operation, maintenance, repair or construction of modifications to, its existing facilities and/or for performing all tie-ins of Network Upgrades built by or for the Developer Party; and for acceptance testing of any equipment that will be owned and/or operated by the Transmission Owner;
- (iii) The Transmission Owner shall have the right to have a reasonable number of appropriate representatives present for all work done on its property/facilities or regarding the Stand Alone Network Upgrades, and the right to stop, or to order corrective measures with respect to, any such work that reasonably could be expected to have an adverse effect on reliability, safety or security of persons or of property of the Transmission Owner or any portion of the Transmission System, provided that, unless circumstances do not reasonably permit such consultations, the Transmission Owner shall consult with the Developer Party and with Transmission Provider before directing that work be stopped or ordering any corrective measures:
- (iv) The Developer Party and its contractors, employees and agents shall comply with the Transmission Owner's safety, security and work rules, environmental guidelines and training requirements applicable to the area(s) where construction activity is occurring and shall provide all reasonably required documentation to the Transmission Owner, provided that the Transmission

using equipment manufacturers or vendors, that are listed on the Transmission Owner's List of Approved Contractors:

- (ii) The Transmission Owner shall have full site control of, and reasonable access to, its property at all times for purposes of tagging or operation, maintenance, repair or construction of modifications to, its existing facilities and/or for performing all tie-ins of Network Upgrades built by or for the Developer Party; and for acceptance testing of any equipment that will be owned and/or operated by the Transmission Owner;
- (iii) The Transmission Owner shall have the right to have a reasonable number of appropriate representatives present for all work done on its property/facilities or regarding the Stand Alone Network Upgrades, and the right to stop, or to order corrective measures with respect to, any such work that reasonably could be expected to have an adverse effect on reliability, safety or security of persons or of property of the Transmission Owner or any portion of the Transmission System, provided that, unless circumstances do not reasonably permit such consultations, the Transmission Owner shall consult with the Developer Party and with Transmission Provider before directing that work be stopped or ordering any corrective measures;
- (iv) The Developer Party and its contractors, employees and agents shall comply with the Transmission Owner's safety, security and work rules, environmental guidelines and training requirements applicable to the area(s) where construction activity is

	Owner previously has provided its safety, security and work rules and training requirements applicable to work on its facilities to Transmission Provider and the Developer Party within 20 business days after a request therefore made by Developer Party following its receipt of the Facilities Study; (v) The Developer Party shall be responsible for controlling the performance of its contractors, employees and agents; and (vi) All activities performed by or on behalf of the Developer Party pursuant to its exercise of the Option to Build shall be subject to compliance with Applicable Laws and Regulations, including those governing union staffing and bargaining unit obligations, and Applicable Standards.	occurring and shall provide all reasonably required documentation to the Transmission Owner, provided that the Transmission Owner previously has provided its safety, security and work rules and training requirements applicable to work on its facilities to Transmission Provider and the Developer Party within 20 Bbusiness dDays after a request therefore made by Developer Party following its receipt of the Facilities Study; (v) The Developer Party shall be responsible for controlling the performance of its contractors, employees and agents; and (vi) All activities performed by or on behalf of the Developer Party pursuant to its exercise of the Option to Build shall be subject to compliance with Applicable Laws and Regulations, including those governing union staffing and bargaining unit obligations, and Applicable Standards.	
Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.2.4 (Administration of Conditions)	To the extent that a Transmission Owner exercises any discretion in the application of any of the conditions stated in sections 6.2.2 and 6.2.3 of this Appendix III, it shall apply each such condition in a manner that is reasonable and not unduly discriminatory and it shall not unreasonably withhold, condition, or delay any approval or authorization that the Developer Party may require for the purpose of complying with any of those conditions.	To the extent that a Transmission Owner exercises any discretion in the application of any of the conditions stated in sections 6.2.2 and 6.2.3 above of this Appendix III, it shall apply each such condition in a manner that is reasonable and not unduly discriminatory and it shall not unreasonably withhold, condition, or delay any approval or authorization that the Developer Party may require for the purpose of complying with any of those conditions.	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting,

160.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.2.5 (Approved Contractors)	(a) Each Transmission Owner shall develop and shall provide to Transmission Provider a List of Approved Contractors. Each Transmission Owner shall include on its List of Approved Contractors no fewer than three contractors and no fewer than three manufacturers or vendors of major transmission-related equipment, unless a Transmission Owner demonstrates to Transmission Provider's reasonable satisfaction that it is feasible only to include a lesser number of construction contractors, or manufacturers or vendors, on its List of Approved Contractors. Transmission Provider shall publish each Transmission Owner's List of Approved Contractors in a PJM Manual and shall make such manual available on its internet website.	(a) Each Transmission Owner shall develop and shall provide to Transmission Provider a List of Approved Contractors. Each Transmission Owner shall include on its List of Approved Contractors no fewer than three contractors and no fewer than three manufacturers or vendors of major transmission-related equipment, unless a Transmission Owner demonstrates to Transmission Provider's reasonable satisfaction that it is feasible only to include a lesser number of construction contractors, or manufacturers or vendors, on its List of Approved Contractors. Transmission Provider shall publish each Transmission Owner's List of Approved Contractors in a PJM Manual and shall make such manual available on its internet website.	Revisions remove "the" to match PJM standard formatting, insert clarifying language, and correct grammar and spacing.
		(b) Upon request of a Developer Party, a Transmission Owner shall add to its List of Approved Contractors (1) any design or construction contractor regarding which the Developer Party provides such information as the Transmission Owner may reasonably require which demonstrates to the Transmission Owner's reasonable satisfaction that the candidate contractor is qualified to design, or to install and/or construct new facilities or upgrades or modifications to existing facilities on the Transmission Owner's system, or (2) any manufacturer or vendor of major transmission-related equipment (e.g., high-voltage transformers, transmission line, circuit breakers) regarding which the Developer Party provides such information as the Transmission Owner may reasonably require which demonstrates to the Transmission Owner's reasonable satisfaction that the candidate entity's major transmission-related equipment is acceptable for installation and use on the Transmission Owner's system. No Transmission Owner shall	(b) Upon request of a Developer Party, a Transmission Owner shall add to its List of Approved Contractors (1) any design or construction contractor regarding which the Developer Party provides such information as the Transmission Owner may reasonably require which demonstrates to the Transmission Owner's reasonable satisfaction that the candidate contractor is qualified to design, or to install and/or construct new facilities or upgrades or modifications to existing facilities on the Transmission Owner's transmission system, or (2) any manufacturer or vendor of major transmission-related equipment (e.g., high- voltage transformers, transmission line, circuit breakers) regarding which the Developer Party provides such information as the Transmission Owner may reasonably require which demonstrates to the Transmission Owner's reasonable satisfaction that the candidate entity's major transmission-related equipment is acceptable for installation and use on the Transmission	

	unreasonably withhold, condition, or delay its acceptance of a contractor, manufacturer, or vendor proposed for addition to its List of Approved Contractors.	Owner's transmission system. No Transmission Owner shall unreasonably withhold, condition, or delay its acceptance of a contractor, manufacturer, or vendor proposed for addition to its List of Approved Contractors.	
Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.2.6 (Construction by Multiple Developer Parties)	In the event that there are multiple Developer Parties that wish to exercise an Option to Build with respect to facilities of the types described in section 6.2.3 to this Appendix III, the Transmission Provider shall determine how to allocate the construction responsibility among them unless they reach agreement among themselves on how to proceed.	In the event that there are multiple Developer Parties that wish to exercise an Option to Build with respect to facilities of the types described in section 6.2.3 to this Appendix Illabove, the Transmission Provider shall determine how to allocate the construction responsibility among them unless they reach agreement among themselves on how to proceed.	Revisions clarify internal cross reference.
Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.2.7 (Option Procedures)	(a) Within 10 days after executing this CSA or directing that this CSA be filed, Developer Party shall solicit bids from one or more Approved Contractors named on the Transmission Owner's List of Approved Contractors to procure equipment for, and/or to design, construct and/or install, the Network Upgrades that the Developer Party seeks to build under the Option to Build on terms (i) that will meet the Developer Party's proposed schedule; (ii)	(a) Within 10 days after executing this CSA or directing that this CSA be filed, Developer Party shall solicit bids from one or more Approved Contractors named on the Transmission Owner's List of Approved Contractors to procure equipment for, and/or to design, construct and/or install, the Network Upgrades that the Developer Party seeks to build under the Option to Build on terms (i) that will meet the Developer Party's	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting.

that, if the Developer Party seeks to have an Approved Contractor construct or install Stand Alone Network Upgrades, will satisfy all of the conditions on construction specified in sections 6.2.2 and 6.2.3 of this Appendix III; and (iii) that will satisfy the obligations of a Constructing Entity (other than those relating to responsibility for the costs of facilities) under this CSA.

- (b) Any additional costs arising from the bidding process or from the final bid of the successful Approved Contractor shall be the sole responsibility of the Developer Party.
- (c) Upon receipt of a qualifying bid acceptable to it, the Developer Party shall contract with the Approved Contractor that submitted the qualifying bid. Such contract shall meet the standards stated in paragraph (a) of this section.
- (d) In the absence of a qualifying bid acceptable to the Developer Party in response to its solicitation, the Transmission Owner(s) shall be responsible for the design, procurement, construction and installation of the Network Upgrades in accordance with the Standard Option described in section 6.2.1 of this Appendix III.

proposed schedule; (ii) that, if the Developer Party seeks to have an Approved Contractor construct or install Stand Alone Network Upgrades, will satisfy all of the conditions on construction specified in sections 6.2.2 and 6.2.3 of this Appendix Illabove; and (iii) that will satisfy the obligations of a Constructing Entity (other than those relating to responsibility for the costs of facilities) under this CSA.

- (b) Any additional costs arising from the bidding process or from the final bid of the successful Approved Contractor shall be the sole responsibility of the Developer Party.
- (c) Upon receipt of a qualifying bid acceptable to it, the Developer Party shall contract with the Approved Contractor that submitted the qualifying bid. Such contract shall meet the standards stated in paragraph subsection (a) of this sectionabove.
- (d) In the absence of a qualifying bid acceptable to the Developer Party in response to its solicitation, the Transmission Owner(s) shall be responsible for the design, procurement, construction and installation of the Network Upgrades in accordance with the Standard Option described in section 6.2.1 of this Appendix Illabove.

163.	Tariff, Part IX, Subpart J, CSA,	Developer Party shall submit to the Transmission Owner	Developer Party shall submit to the Transmission Owner	Revisions remove "the" and replace "sixty" with "60" to
100.	Appendix III, section 6.2.8 (Developer Party Drawings)	and Transmission Provider initial drawings, certified by a professional engineer, of the Network Upgrades that Developer Party arranges to build under the Option to Build. The Transmission Owner and Transmission Provider shall review the drawings to assess the consistency of Developer Party's design of the pertinent Network Upgrades with Applicable Standards and the Facilities Study. After consulting with the Transmission Owner, Transmission Provider shall provide comments on such drawings to Developer Party within sixty days after its receipt thereof, after which time any drawings not subject to comment shall be deemed to be approved. All drawings provided hereunder shall be deemed to be Confidential Information.	and Transmission Provider initial drawings, certified by a professional engineer, of the Network Upgrades that Developer Party arranges to build under the Option to Build. The Transmission Owner and Transmission Provider shall review the drawings to assess the consistency of Developer Party's design of the pertinent Network Upgrades with Applicable Standards and the Facilities Study. After consulting with the Transmission Owner, Transmission Provider shall provide comments on such drawings to Developer Party within sixty 60 days after its receipt thereof, after which time any drawings not subject to comment shall be deemed to be approved. All drawings provided hereunder shall be deemed to be Confidential Information.	match PJM standard formatting,
164.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.2.9 (Effect of Review)	Transmission Owner's and Transmission Provider's reviews of Developer Party's initial drawings of the Network Upgrades that the Developer Party is building shall not be construed as confirming, endorsing or providing a warranty as to the fitness, safety, durability or reliability of such facilities or the design thereof. At its sole cost and expense, Developer Party shall make such changes to the design of the pertinent Network Upgrades as may reasonably be required by Transmission Provider, in consultation with the Transmission Owner, to ensure that the Network Upgrades that Developer Party is building meet Applicable Standards and conform with the Facilities Study.	Transmission Owner's and Transmission Provider's reviews of Developer Party's initial drawings of the Network Upgrades that the Developer Party is building shall not be construed as confirming, endorsing or providing a warranty as to the fitness, safety, durability or reliability of such facilities or the design thereof. At its sole cost and expense, Developer Party shall make such changes to the design of the pertinent Network Upgrades as may reasonably be required by Transmission Provider, in consultation with the Transmission Owner, to ensure that the Network Upgrades that Developer Party is building meet Applicable Standards and conform with the Facilities Study.	Revisions remove "the" to match PJM standard formatting.

165	Tariff, Part IX, Subpart J, CSA, Appendix III, section 6.3 (Revisions to Schedule of Work and Scope of Work)	The Schedule and Scope of Work shall be revised as required in accordance with Transmission Provider's scope change process for projects set forth in the PJM Manuals, or otherwise by mutual agreement of the Transmission Provider and Transmission Owner, which agreement shall not be unreasonably withheld, conditioned or delayed.	The Schedule of Work and Scope of Work shall be revised as required in accordance with Transmission Provider's scope change process for projects set forth in the PJM Manuals, or otherwise by mutual agreement of the Transmission Provider and Transmission Owner, which agreement shall not be unreasonably withheld, conditioned or delayed.	Revisions correct the reference to a defined term.
166	Tariff, Part IX, Subpart J, CSA, Appendix III, section 7.0 (Suspension of Work upon Default)	Upon the occurrence of a Default by Developer Party, the Transmission Provider or the Transmission Owner may, by written notice to Developer Party, suspend further work associated with the Network Upgrades, identified in Appendix I to this CSA, Transmission Owner is responsible for constructing. Such suspension shall not constitute a waiver of any termination rights under this section 7.0. In the event of a suspension by Transmission Provider or Transmission Owner, the Developer Party shall be responsible for the Costs incurred in connection with any suspension hereunder.	Upon the occurrence of a Default by Developer Party, the Transmission Provider or the Transmission Owner may, by written notice to Developer Party, suspend further work associated with the Network Upgrades, identified in this CSA, Appendix I to this CSA, Transmission Owner is responsible for constructing. Such suspension shall not constitute a waiver of any termination rights under this CSA, section 147.0. In the event of a suspension by Transmission Provider or Transmission Owner, the Developer Party shall be responsible for the Costs incurred in connection with any suspension hereunder.	Revisions correct, clarify and modify internal cross references and remove "the" to match PJM standard formatting.

16	7. Tariff, Part IX, Subpart J, CSA, Appendix III, section 7.1 (Notification and Correction of Defects)	of any Network Upgrades, identified in Appendix I to this CSA, built by Transmission Owner identifies any defects or failures to comply with Applicable Standards in such Network Upgrades, then Transmission Owner shall take appropriate action to correct any such defects or failures within 20 days after it learns thereof. If such a defect or failure cannot reasonably be corrected within such 20-day period, Transmission Owner shall commence the necessary correction within that time and shall thereafter diligently pursue it to completion. Such acceptance does not modify and shall not limit the Project Developer's indemnification obligations set forth in Tariff, Attachment P, Appendix 2, section 3.2.3(e).	of any Network Upgrades, identified in this CSA , Appendix I-to this CSA, built by Transmission Owner identifies any defects or failures to comply with Applicable Standards in such Network Upgrades, then Transmission Owner shall take appropriate action to correct any such defects or failures within 20 days after it learns thereof. If such a defect or failure cannot reasonably be corrected within such 20-day period, Transmission Owner shall commence the necessary correction within that time and shall thereafter diligently pursue it to completion. Such acceptance does not modify and shall not limit the Project Developer's indemnification obligations set forth in this CSA , Appendix III , section 6.2.2 Tariff , Attachment P, Appendix III , section 3.2.3(e).	Revisions correct, clarify and modify internal cross references to match PJM standard formatting.
16	8. Tariff, Part IX, Subpart J, CSA, Appendix III, section 8.1 (Outages; Coordination)	The Transmission Provider and Transmission Owner acknowledge and agree that certain outages of transmission facilities owned by the Transmission Owner, as more specifically detailed in the Scope of Work, may be necessary in order to complete the process of constructing and installing the Network Upgrades identified in Appendix I to this CSA. The Transmission Provider and Transmission Owner further acknowledge and agree that any such outages shall be coordinated by and through Transmission Provider.	The Transmission Provider and Transmission Owner acknowledge and agree that certain outages of transmission facilities owned by the Transmission Owner, as more specifically detailed in the Scope of Work, may be necessary in order to complete the process of constructing and installing the Network Upgrades identified in this CSA, Appendix I to this CSA. The Transmission Provider and Transmission Owner further acknowledge and agree that any such outages shall be coordinated by and through Transmission Provider.	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting.

169.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 9.0 (Security, Billing and Payments)	The following provisions shall apply with respect to charges for the Costs of the Transmission Owner for which the Developer Party is responsible.	The following provisions shall apply with respect to charges for the Costs of the Transmission Owner for which the Developer Party is responsible.	Revisions remove "the" to match PJM standard formatting.
170.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 9.1 (Adjustments to Security)	The Security provided by Developer Party at or before the Effective Date of this CSA shall be: (a) reduced as portions of the work on Network Upgrades, identified in Appendix I to this CSA, are completed; and/or (b) increased or decreased as required to reflect adjustments to Developer Party's cost responsibility, to correspond with changes in the Scope of Work developed in accordance with Transmission Provider's scope change process for projects set forth in the PJM Manuals.	The Security provided by Developer Party at or before the Effective Date of this CSA shall be: (a) reduced as portions of the work on Network Upgrades, identified in this CSA, Appendix I-to this CSA, are completed; and/or (b) increased or decreased as required to reflect adjustments to Developer Party's cost responsibility, to correspond with changes in the Scope of Work developed in accordance with Transmission Provider's scope change process for projects set forth in the PJM Manuals.	Revisions clarify and modify internal cross references to match PJM standard formatting.
171.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 9.2 (Invoice)	Transmission Owner shall provide Transmission Provider a quarterly statement of its scheduled expenditures during the next three months for, as applicable, the design, engineering and construction of, and/or for other charges related to, construction of the Network Upgrades identified in Appendix I to this CSA, or (b) in the event that the Developer Party exercises the Option to Build, for the Interconnected Transmission Owner's oversight costs (i.e. costs incurred by the Transmission Owner when engaging in oversight activities to satisfy itself that the Developer Party is complying with the Transmission Owner's standards and specifications for the construction of facilities) associated with the Developer Party s building Stand Alone Network Upgrades, including but not limited to Costs for tie-in work and Cancellation Costs. Transmission Owner's oversight costs shall be consistent	Transmission Owner shall provide Transmission Provider a quarterly statement of its scheduled expenditures during the next three months for, as applicable, the design, engineering and construction of, and/or for other charges related to, construction of the Network Upgrades identified in this CSA, Appendix I to this CSA, or (b) in the event that the Developer Party exercises the Option to Build, for the Interconnected Transmission Owner's oversight costs (i.e. costs incurred by the Transmission Owner when engaging in oversight activities to satisfy itself that the Developer Party is complying with the Transmission Owner's standards and specifications for the construction of facilities) associated with the Developer Party-s building Stand Alone Network Upgrades, including but not limited to Costs for tie-in work and Cancellation Costs.	Revisions correct, clarify and modify internal cross references and remove "the" to match PJM standard formatting, and correct a reference to a defined term.

with Attachment GG, Appendix III, section 6.2.2(a)(12). If Developer Party exercises the Option to Build, Developer Party shall pay Transmission Owner costs associated with its responsibilities pursuant to section 6.2.1 and in accordance with the amount agreed to by the Transmission Owner and Developer Party pursuant to Appendix III, section 6.2.1(a)(12). Transmission Provider shall bill Developer Party, on behalf of Transmission Owner, for Transmission Owner's expected costs during the subsequent three months. Developer Party shall pay each bill within 20 days after receipt thereof. Upon receipt of each of Developer Party's payments of such bills, Transmission Provider shall reimburse the Transmission Owner. Developer Party may request that the Transmission Provider provide quarterly cost reconciliation. Such a quarterly cost reconciliation will have a one-quarter lag, e.g., reconciliation of costs for the first calendar quarter of work will be provided at the start of the third calendar quarter of work, provided, however, that section 9.3 of this Appendix III shall govern the timing of the final cost reconciliation upon completion of the work.

Transmission Owner's oversight costs shall be consistent with Attachment GCthis CSA, Appendix III, section 6.2.2(a)(xii12). If Developer Party exercises the Option to Build, Developer Party shall pay Transmission Owner costs associated with its responsibilities pursuant to section 6.2.1 and in accordance with the amount agreed to by the Transmission Owner and Developer Party pursuant to this CSA, Appendix III, section 6.2.24(a)(xii42). Transmission Provider shall bill Developer Party, on behalf of Transmission Owner, for Transmission Owner's expected costs during the subsequent three months. Developer Party shall pay each bill within 20 days after receipt thereof. Upon receipt of each of Developer Party's payments of such bills, Transmission Provider shall reimburse the Transmission Owner. Developer Party may request that the Transmission Provider provide quarterly cost reconciliation. Such a quarterly cost reconciliation will have a one-quarter lag, e.g., reconciliation of costs for the first calendar quarter of work will be provided at the start of the third calendar quarter of work, provided, however, that section 9.3 of this Appendix III below shall govern the timing of the final cost reconciliation upon completion of the work.

172.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 9.3 (Final Invoice)	Within 120 days after Transmission Owner completes construction and installation of the Network Upgrades under this CSA, Transmission Provider shall provide Developer Party with an accounting of, and the appropriate Party shall make any payment to the other that is necessary to resolve, any difference between: (a) Developer Party's responsibility under the Tariff for the Costs of the Network Upgrades identified in Appendix I to this CSA; and (b) Developer Party's previous aggregate payments to Transmission Provider for the Costs of the facilities identified in Appendix I to this CSA. Notwithstanding the foregoing, however, Transmission Provider shall not be obligated to make any payment to the Developer Party or the Transmission Owner that the preceding sentence requires it to make unless and until the Transmission Provider has received the payment that it is required to refund from the Party owing the payment.	Within 120 days after Transmission Owner completes construction and installation of the Network Upgrades under this CSA, Transmission Provider shall provide Developer Party with an accounting of, and the appropriate Party shall make any payment to the other that is necessary to resolve, any difference between: (a) Developer Party's responsibility under the Tariff for the Costs of the Network Upgrades identified in this-CSA , and (b) Developer Party's previous aggregate payments to Transmission Provider for the Costs of the facilities identified in this-CSA , Notwithstanding the foregoing, however, Transmission Provider shall not be obligated to make any payment to the-Transmission Owner that the preceding sentence requires it to make unless and until the Transmission Provider has received the payment that it is required to refund from the Party owing the payment.	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting.
173.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 9.4 (Disputes)	In the event of a billing dispute among the Transmission Provider, Transmission Owner, and Developer Party, Transmission Provider and the Transmission Owner shall continue to perform their respective obligations pursuant to this CSA so long as: (a) the Developer Party continues to make all payments not in dispute, and the Security held by the Transmission Provider while the dispute is pending exceeds the amount in dispute; or (b) the Developer Party pays to Transmission Provider, or into an independent escrow account established by the Developer Party, the portion of the invoice in dispute, pending resolution of such dispute. If the Developer Party fails to meet any of these requirements, then Transmission Provider or the Transmission Owner may provide notice to Developer	In the event of a billing dispute among the Transmission Provider, Transmission Owner, and Developer Party, Transmission Provider and the Transmission Owner shall continue to perform their respective obligations pursuant to this CSA so long as:- (a) the Developer Party continues to make all payments not in dispute, and the Security held by the Transmission Provider while the dispute is pending exceeds the amount in dispute; or (b) the Developer Party pays to Transmission Provider, or into an independent escrow account established by the Developer Party, the portion of the invoice in dispute, pending resolution of such dispute. If the Developer Party fails to meet any of these requirements, then Transmission Provider shall so inform the other Parties and Transmission Provider or	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting.

		Party of a Breach pursuant to section 13 of this Appendix III.	the Transmission Owner may provide notice to Developer Party of a Breach pursuant to this CSA, Appendix III, section 13 of this Appendix III.	
174.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 10.1 (Assignment without Prior Consent)	Subject to section 10.2 of this Appendix III, no Party shall assign its rights or delegate its duties, or any part of such rights or duties, under this CSA without the written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any such assignment or delegation made without such written consent shall be null and void. In addition, the Transmission Owner shall be entitled, subject to Applicable Laws and Regulations, to assign this CSA to any Affiliate or successor of the Transmission Owner that owns and operates all or a substantial portion of such Transmission Owner's transmission facilities.	Subject to section 10.2 of this Appendix IIIbelow, no Party shall assign its rights or delegate its duties, or any part of such rights or duties, under this CSA without the written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any such assignment or delegation made without such written consent shall be null and void. In addition, the Transmission Owner shall be entitled, subject to Applicable Laws and Regulations, to assign this CSA to any Affiliate or successor of the Transmission Owner that owns and operates all or a substantial portion of such Transmission Owner's transmission facilities.	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting, and correct references to defined terms.
	Tariff, Part IX, Subpart J, CSA, Appendix III, section 10.2.1 (Assignment by Developer Party)	Developer Party may assign this CSA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all or substantially all of the Developer Party's assets provided that, prior to the effective date of any such assignment, the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical competence and financial ability to comply with the requirements of this CSA and assumes in a writing provided to the Transmission Owner and Transmission Provider all rights, duties, and obligations of Developer Party arising under this CSA. However, any assignment	Developer Party may assign this CSA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all or substantially all of the Developer Party's assets provided that, prior to the effective date of any such assignment, the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical competence and financial ability to comply with the requirements of this CSA and assumes in a writing provided to the Transmission Owner and Transmission Provider all rights, duties, and obligations of Developer Party arising under this CSA. However,	Revisions remove "the" to match PJM standard formatting, and correct references to defined terms.

		described herein shall not relieve or discharge the Developer Party from any of its obligations hereunder absent the written consent of the Transmission Owner, such consent not to be unreasonably withheld, conditioned, or delayed.	any assignment described herein shall not relieve or discharge the Developer Party from any of its obligations hereunder absent the written consent of the Transmission Owner, such consent not to be unreasonably withheld, conditioned, or delayed.	
170	Tariff, Part IX, Subpart J, CSA, Appendix III, section 10.2.2 (Assignment by Transmission Owner)	Transmission Owner shall be entitled, subject to applicable laws and regulations, to assign this Upgrade CSA to an Affiliate or successor that owns and operates all or a substantial portion of Transmission Owner's transmission facilities.	Transmission Owner shall be entitled, subject to Aapplicable ILaws and rRegulations, to assign this Upgrade CSA to an Affiliate or successor that owns and operates all or a substantial portion of Transmission Owner's transmission facilities.	Revisions correct references to defined terms.

Tariff, Part IX, Subpart J, CSA, Developer Party may, without the consent of the Developer Party may, without the consent of the Revisions clarify and modify internal cross references Transmission Provider or the Transmission Owner, assign Transmission Provider or the Transmission Owner. Appendix III, section 10.2.3 and remove "the" to match PJM standard formatting. (Assignment to Lenders) this CSA to any Project Finance Entity(ies), provided that assign this CSA to any Project Finance Entity(ies), such assignment shall not alter or diminish Developer provided that such assignment shall not alter or diminish Party's duties and obligations under this CSA. If Developer Party's duties and obligations under this Developer Party provides the Transmission Owner with CSA. If Developer Party provides the Transmission notice of an assignment to any Project Finance Entity(ies) Owner with notice of an assignment to any Project Finance Entity(ies) and identifies such Project Finance and identifies such Project Finance Entity(ies) as contacts for notice purposes pursuant to Article 6 of this CSA, the Entity(ies) as contacts for notice purposes pursuant to Transmission Provider or Transmission Owner shall this CSA, section 5.0 Article 6 of this CSA, the Transmission Provider or Transmission Owner shall provide notice and reasonable opportunity for such entity(ies) to cure any Breach under this CSA in provide notice and reasonable opportunity for such accordance with this CSA. Transmission Provider or entity(ies) to cure any Breach under —this CSA in Transmission Owner shall, if requested by such lenders, accordance with this CSA. Transmission Provider or provide such customary and reasonable documents, Transmission Owner shall, if requested by such lenders. including consents to assignment, as may be reasonably provide such customary and reasonable documents, requested with respect to the assignment and status of including consents to assignment, as may be this CSA, provided that such documents do not alter or reasonably requested with respect to the assignment diminish the rights of the Transmission Provider or and status of this CSA, provided that such documents Transmission Owner under this CSA, except with respect do not alter or diminish the rights of the Transmission to providing notice of Breach to a Project Finance Entity. Provider or Transmission Owner under this CSA, except Upon presentation of the Transmission Provider's and/or with respect to providing notice of Breach to a Project the Transmission Owner's invoice therefore, Developer Finance Entity. Upon presentation of the Transmission Party shall pay the Transmission Provider and/or the Provider's and/or the Transmission Owner's invoice Transmission Owner's reasonable documented cost of therefore, Developer Party shall pay the Transmission providing such documents and certificates. Any Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and assignment described herein shall not relieve or discharge the Developer Party from any of its obligations hereunder certificates. Any assignment described herein shall not absent the written consent of the Transmission Owner and relieve or discharge the Developer Party from any of its Transmission Provider obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

178.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 10.3 (Successors and Assigns)	This CSA and all of its provisions are binding upon, and inure to the benefit of, the Transmission Provider and Transmission Owner and their respective successors and permitted assigns.	This CSA and all of its provisions are binding upon, and inure to the benefit of, the Transmission Provider and Transmission Owner and their respective successors and permitted assigns.	Revision removes "the" to match PJM standard formatting.
179.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 11.1 (Required Coverages)	Constructing Entity shall maintain, at its own expense, insurance as described in paragraphs A through E below. All insurance shall be procured from insurance companies rated "A-," VII or better by AM Best and authorized to do business in a State or States in which the Network Upgrades, identified in Appendix I to this CSA, will be located. Failure to maintain required insurance shall be a Breach of this CSA. E. Professional Liability, including Contractors Legal Liability, providing errors, omissions and/or malpractice coverage. Coverage shall be provided for the Constructing Entity's duties, responsibilities and performance outlined in this CSA, with limits of liability as follows: \$10,000,000 each occurrence \$10,000,000 aggregate	Constructing Entity shall maintain, at its own expense, insurance as described in paragraphs A through E below. All insurance shall be procured from insurance companies rated "A-," VII or better by AM Best and authorized to do business in a State or States in which the Network Upgrades, identified in this CSA , Appendix I to this CSA, will be located. Failure to maintain required insurance shall be a Breach of this CSA. E. Professional Liability, including Contractors Legal Liability, providing errors, omissions and/or malpractice coverage. Coverage shall be provided for the Constructing Entity's duties, responsibilities and performance outlined in this CSA, with limits of liability as follows: \$10,000,000 each occurrence \$10,000,000 aggregate	Revisions clarify and modify internal cross references to match PJM standard formatting.

An entity may meet the Professional Liability Insurance requirements by requiring third-party contractors, designers, or engineers, or other parties that are responsible for design and engineering work associated with the Network Upgrades, identified in Appendix I to this CSA, necessary for the transmission service to procure professional liability insurance in the amounts and upon the terms prescribed by this section, and providing evidence of such insurance to the other entity. Such insurance shall be procured from companies rated "A-," VII or better by AM Best and authorized to do business in a State or States in which the Network Upgrades, identified in Appendix I to this CSA, are located. Nothing in this section relieves the entity from complying with the insurance requirements. In the event that the policies of the designers, engineers, or other parties used to satisfy the entity's insurance obligations under this section become invalid for any reason, including but not limited to: (i) the policy(ies) lapsing or otherwise terminating or expiring; (ii) the coverage limits of such policy(ies) are decreased; or (iii) the policy(ies) do not comply with the terms and conditions of the PJM Tariff; entity shall be required to procure insurance sufficient to meet the requirements of this section, such that there is no lapse in insurance coverage. Notwithstanding the foregoing, in the event an entity will not design, engineer or construct or cause to design, engineer or construct any new Network Upgrades, Transmission Provider, in its discretion, may waive the requirement that an entity maintain the Professional Liability Insurance pursuant to this section.

An entity may meet the Professional Liability Insurance requirements by requiring third-party contractors, designers, or engineers, or other parties that are responsible for design and engineering work associated with the Network Upgrades, identified in this CSA, Appendix I to this CSA, necessary for the transmission service to procure professional liability insurance in the amounts and upon the terms prescribed by this section, and providing evidence of such insurance to the other entity. Such insurance shall be procured from companies rated "A-," VII or better by AM Best and authorized to do business in a State or States in which the Network Upgrades, identified in this CSA, Appendix I to this CSA, are located. Nothing in this section relieves the entity from complying with the insurance requirements. In the event that the policies of the designers, engineers, or other parties used to satisfy the entity's insurance obligations under this section become invalid for any reason, including but not limited to:- (i) the policy(ies) lapsing or otherwise terminating or expiring; (ii) the coverage limits of such policy(ies) are decreased; or (iii) the policy(ies) do not comply with the terms and conditions of the PJM Tariff; entity shall be required to procure insurance sufficient to meet the requirements of this section, such that there is no lapse in insurance coverage. Notwithstanding the foregoing, in the event an entity will not design, engineer or construct or cause to design, engineer or construct any new Network Upgrades, Transmission Provider, in its discretion, may waive the requirement that an entity maintain the Professional Liability Insurance pursuant to this section.

180.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 11.5 (Self-Insurance)	Notwithstanding the foregoing, each Constructing Entity may self-insure to meet the minimum insurance requirements of this section to the extent it maintains a self-insurance program; provided that such Constructing Entity's senior secured debt is rated at investment grade or better by Standard & Poor's and its self-insurance program meets the minimum insurance requirements of this section 11. For any period of time that a Constructing Entity's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, it shall comply with the insurance requirements applicable to it under this section 11. In the event that a Constructing Entity is permitted to self-insure pursuant to this section, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in section 11.6 of this Appendix III.	Notwithstanding the foregoing, each Constructing Entity may self-insure to meet the minimum insurance requirements of this section to the extent it maintains a self-insurance program; provided that such Constructing Entity's senior secured debt is rated at investment grade or better by Standard & Poor's and its self-insurance program meets the minimum insurance requirements of this section 11.0. For any period of time that a Constructing Entity's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, it-such senior secured debt shall comply with the insurance requirements applicable to it under this section 11.0. In the event that a Constructing Entity is permitted to self-insure pursuant to this section, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in section 11.6-of this Appendix III below.	Revisions clarify and modify internal cross references to match PJM standard formatting, and insert clarifying language.
181.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 11.6 (Notices; Certificates of Insurance)	Prior to the commencement of work pursuant to this CSA, the Constructing Entities agree to furnish certificate(s) of insurance evidencing the insurance coverage obtained in accordance with section 11 of this Appendix III. All certificates of insurance shall indicate that the certificate holder is included as an additional insured under the Commercial General Liability, Business/Commercial Automobile Liability and Excess and/or Umbrella Liability coverages, and that this insurance is primary with a waiver of subrogation in favor of the other Interconnected Entities. All policies of insurance shall provide for 30 days prior written notice of cancellation or material adverse change. If the policies of insurance do not or cannot be endorsed to provide 30 days prior written notice of	Prior to the commencement of work pursuant to this CSA, the Constructing Entities agree to furnish certificate(s) of insurance evidencing the insurance coverage obtained in accordance with this-section 11_0-of-this-Appendix-III . All certificates of insurance shall indicate that the certificate holder is included as an additional insured under the Commercial General Liability, Business/Commercial Automobile Liability and Excess and/or Umbrella Liability coverages, and that this insurance is primary with a waiver of subrogation in favor of the other Interconnected Entities. All policies of insurance shall provide for 30 days prior written notice of cancellation or material adverse change. If the policies of insurance do not or cannot be endorsed to	Revisions clarify and modify internal cross references to match PJM standard formatting.

	T	T		
		cancellation or material adverse change, each Constructing Entity shall provide the other Constructing Entities with 30 days prior written notice of cancellation or material adverse change to any of the insurance required in this CSA.	provide 30 days prior written notice of cancellation or material adverse change, each Constructing Entity shall provide the other Constructing Entities with 30 days prior written notice of cancellation or material adverse change to any of the insurance required in this CSA.	
182.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 11.7 (Subcontractor Insurance)	In accord with Good Utility Practice, each Constructing Entity shall require each of its subcontractors to maintain and provide evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding of contractors or subcontractors shall be at the hiring Constructing Entity's discretion, but regardless of bonding, the Transmission Owner shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.	In accord with Good Utility Practice, each Constructing Entity shall require each of its subcontractors to maintain and provide evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding of contractors or subcontractors shall be at the hiring Constructing Entity's discretion, but regardless of bonding, the Transmission Owner shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.	Revision removes "the" to match PJM standard formatting,
183.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 12.2 (Indemnity Procedures)	Promptly after receipt by a person entitled to indemnity ("Indemnified Person") of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this section 12 may apply, the Indemnified Person shall notify the indemnifying Constructing Entity of such fact. Any failure of or delay in such notification shall not affect a Constructing Entity's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Constructing Entity. The Indemnified Person shall cooperate with the indemnifying Constructing Entity with respect to the matter for which indemnification is claimed. The indemnifying Constructing Entity shall have	Promptly after receipt by a person entitled to indemnity ("Indemnified Person") of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this section 12.0 may apply, the Indemnified Person shall notify the indemnifying Constructing Entity of such fact. Any failure of or delay in such notification shall not affect a Constructing Entity's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Constructing Entity. The Indemnified Person shall cooperate with the indemnifying Constructing Entity with respect to the matter for which indemnification is	Revision clarifies and modifies internal cross reference to match PJM standard formatting

the right to assume the defense thereof with counsel designated by such indemnifying Constructing Entity and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the indemnifying Constructing Entity and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the indemnifying Constructing Entity, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Constructing Entity shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses. The Indemnified Person shall be entitled, at its expense, to participate in any action, suit or proceeding, the defense of which has been assumed by the indemnifying Constructing Entity. Notwithstanding the foregoing, the indemnifying Constructing Entity shall not: (i) be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the indemnifying Constructing Entity, in such event the indemnifying Constructing Entity shall pay the reasonable expenses of the Indemnified Person; and (ii) settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the

claimed. The indemnifying Constructing Entity shall have the right to assume the defense thereof with counsel designated by such indemnifying Constructing Entity and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the indemnifying Constructing Entity and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the indemnifying Constructing Entity, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Constructing Entity shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses. The Indemnified Person shall be entitled, at its expense, to participate in any action, suit or proceeding, the defense of which has been assumed by the indemnifying Constructing Entity. Notwithstanding the foregoing, the indemnifying Constructing Entity shall not: (i) be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the indemnifying Constructing Entity, in such event the indemnifying Constructing Entity shall pay the reasonable expenses of the Indemnified Person; and (ii) settle or consent to the

		Indemnified Person, which shall not be unreasonably withheld, conditioned or delayed.	entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be unreasonably withheld, conditioned or delayed.	
1	Tariff, Part IX, Subpart J, CSA, Appendix III, section 12.3 (Indemnified Person)	If an Indemnified Person is entitled to indemnification under this section 12 as a result of a claim by a third party, and the indemnifying Constructing Entity fails, after notice and reasonable opportunity to proceed under this section 12, to assume the defense of such claim, such Indemnified Person may at the expense of the indemnifying Constructing Entity contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.	If an Indemnified Person is entitled to indemnification under this section 12.0 as a result of a claim by a third party, and the indemnifying Constructing Entity fails, after notice and reasonable opportunity to proceed under this section 12.0, to assume the defense of such claim, such Indemnified Person may at the expense of the indemnifying Constructing Entity contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.	Revisions clarify and modify internal cross references to match PJM standard formatting.

185.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 12.4 (Amount Owing)	If the indemnifying Constructing Entity is obligated to indemnify and hold any Indemnified Person harmless under this section 12, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.	If the indemnifying Constructing Entity is obligated to indemnify and hold any Indemnified Person harmless under this section 12.0, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.	Revision clarifies and modifies internal cross reference to match PJM standard formatting.
186.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 12.5 (Limitations on Damages)	Except as otherwise provided in this section 12, the liability of a Party shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances shall any Party or its Affiliates, directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The limitations on damages specified in this section 12.5 are without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. This limitation on damages shall not affect any Party's rights to obtain equitable relief as otherwise provided in this CSA. The provisions of this section 12 shall survive the termination or expiration of this CSA.	Except as otherwise provided in this section 12.0, the liability of a Party shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances shall any Party or its Affiliates, directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The limitations on damages specified in this section 12.5 are without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. This limitation on damages shall not affect any Party's rights to obtain equitable relief as otherwise provided in this CSA. The provisions of this section 12.0 shall survive the termination or expiration of this CSA.	Revisions clarify and modify internal cross references to match PJM standard formatting.

187.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 12.6 (Limitations of Liability in Event of a Breach)	A Breaching Party shall have no liability hereunder to any other Party, and each other Party hereby releases the Breaching Party, for all claims or damages it incurs that are associated with any interruption in the availability of the Network Upgrades identified in Appendix I to this CSA, the Transmission System, or Transmission Service, or associated with damage to the Network Upgrades identified in Appendix I to this CSA, except to the extent such interruption or damage is caused by the Breaching Party's gross negligence or willful misconduct in the performance of its obligations under this CSA.	A Breaching Party shall have no liability hereunder to any other Party, and each other Party hereby releases the Breaching Party, for all claims or damages it incurs that are associated with any interruption in the availability of the Network Upgrades identified in this csa , Appendix I to this csa, the Transmission System, or Transmission Service, or associated with damage to the Network Upgrades identified in this csa , Appendix I-to this csa, except to the extent such interruption or damage is caused by the Breaching Party's gross negligence or willful misconduct in the performance of its obligations under this csa.	Revisions clarify and modify internal cross references to match PJM standard formatting.
188.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 12.7 (Limitation of Liability in Emergency Condition)	Except as otherwise provided in the PJM Tariff or the Operating Agreement, no Party shall be liable to any other Party for any action that it takes in responding to an Emergency Condition, so long as such action is made in good faith, is consistent with Good Utility Practice and is not contrary to the directives of the Transmission Provider or the Transmission Owner with respect to such Emergency Condition. Notwithstanding the above, Developer Party shall be liable in the event that it fails to comply with any instructions of Transmission Provider or the Transmission Owner related to an Emergency Condition.	Except as otherwise provided in the PJM Tariff or the Operating Agreement, no Party shall be liable to any other Party for any action that it takes in responding to an Emergency Condition, so long as such action is made in good faith, is consistent with Good Utility Practice and is not contrary to the directives of the Transmission Provider or the Transmission Owner with respect to such Emergency Condition. Notwithstanding the above, Developer Party shall be liable in the event that it fails to comply with any instructions of Transmission Provider or the Transmission Owner related to an Emergency Condition.	Revisions remove "the" to match PJM standard formatting
189.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 13.1 (Breach)	(b) The failure to comply with any material term or condition of this Appendix 2 or of the other portions of the CSA or any attachments or Schedule hereto, including but not limited to any material breach of a representation, warranty or covenant (other than in subsections (a) and (c)-(e) of this section) made in this Appendix 2;	(b) The failure to comply with any material term or condition of this Appendix III2 or of the other portions of the CSA or any attachments or Schedule hereto, including but not limited to any material breach of a representation, warranty or covenant (other than in subsections (a) and (c)-(e) of this section) made in this Appendix III2;	Revisions correct internal cross references.

		(c) Assignment of the CSA in a manner inconsistent with its terms;	(c) Assignment of the CSA in a manner inconsistent with its terms;	
		(d) Failure of an Interconnection Party to provide access rights, or an Interconnection Party's attempt to revoke or terminate access rights, that are provided under this Appendix 2; or	(d) Failure of an Interconnection Party to provide access rights, or an Interconnection Party's attempt to revoke or terminate access rights, that are provided under this Appendix III2; or	
		(e) Failure of an Interconnection Party to provide information or data required to be determined under this Appendix 2 to another Interconnection Party for such other Interconnection Party to satisfy its obligations under this Appendix 2.	(e) Failure of an Interconnection Party to provide information or data required to be determined under this Appendix III2 to another Interconnection Party for such other Interconnection Party to satisfy its obligations under this Appendix III2.	
190.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 13.2 (Continued Operation)	In the event of a Breach or Default by either Interconnected Entity, and subject to termination of this CSA under section 16 of this Appendix 2, the Interconnected Entities shall continue to operate and maintain, as applicable, such DC power systems, protection and Metering Equipment, telemetering equipment, SCADA equipment, transformers, Secondary Systems, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for Transmission Provider and the Transmission Owner to operate and maintain the Transmission System and the Transmission Owner Upgrades and for Developer Party to operate and maintain the Generating Facility or Merchant Transmission Facility and the Developer Party Interconnection Facilities, in a safe and reliable manner.	In the event of a Breach or Default by either Interconnected Entity, and subject to termination of this CSA under section 16 of this CSA, Appendix III, section 14.02, the Interconnected Entities shall continue to operate and maintain, as applicable, such DC power systems, protection and Metering Equipment, telemetering equipment, SCADA equipment, transformers, Secondary Systems, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for Transmission Provider and the Transmission Owner to operate and maintain the Transmission System and the Transmission Owner Upgrades and for Developer Party to operate and maintain the Generating Facility or Merchant Transmission Facility and the Developer Party Interconnection Facilities, in a safe and reliable manner.	Revisions correct, clarify, and modify internal cross references and remove "the" to match PJM standard formatting.

191.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 13.3 (Notice of Breach)	An Interconnection Party not in Breach shall give written notice of an event of Breach to the Breaching Party, to Transmission Provider and to other persons that the Breaching Party identifies in writing to the other Interconnection Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach. In the event of a Breach by Developer Party, Transmission Provider or the Transmission Owner agree to provide notice of such Breach and in the same manner as its notice to Developer Party, to any Project Finance Entity provided that the Developer Party has provided the notifying Interconnection Party with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as contacts for notice purposes pursuant to section 21 of this Appendix 2.	An Interconnection Party not in Breach shall give written notice of an event of Breach to the Breaching Party, to Transmission Provider and to other persons that the Breaching Party identifies in writing to the other Interconnection Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach. In the event of a Breach by Developer Party, Transmission Provider or the Transmission Owner agree to provide notice of such Breach and in the same manner as its notice to Developer Party, to any Project Finance Entity provided that the Developer Party has provided the notifying Interconnection Party with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as contacts for notice purposes pursuant to this CSA, Appendix III, section 215.0 of this Appendix 2.	Revisions correct, clarify, and modify internal cross references and remove "the" to match PJM standard formatting.
192.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 13.4 (Cure and Default)	An Interconnection Party that commits a Breach and does not take steps to cure the Breach pursuant to this section 13.4 is automatically in Default of this Appendix 2 and of the CSA, and its project and this Agreement shall be deemed terminated and withdrawn. Transmission Provider shall take all necessary steps to effectuate this termination, including submitted the necessary filings with FERC.	An Interconnection Party that commits a Breach and does not take steps to cure the Breach pursuant to this section 13.4 is automatically in Default of this Appendix 2 and of the CSA, and its project and this Agreement CSA shall be deemed terminated and withdrawn. Transmission Provider shall take all necessary steps to effectuate this termination, including submittinged the necessary filings with FERC.	Revisions clarify and modify internal cross references to match PJM standard formatting and correct grammar.

193.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 13.4.1.2 (Cure of Breach)	In an event of Breach set forth in section 13.1(a), the Breaching Interconnection Party shall cure the Breach within five days from the receipt of notice of the Breach. If the Breaching Interconnection Party is the Developer Party, and the Developer Party fails to pay an amount due within five days from the receipt of notice of the Breach, Transmission Provider may use Security to cure such Breach. If Transmission Provider uses Security to cure such Breach, Developer Party shall be in automatic Default and its project and this Agreement shall be deemed terminated and withdrawn.	In an event of Breach set forth in section 13.1(a) above, the Breaching Interconnection Party shall cure the Breach within five days from the receipt of notice of the Breach. If the Breaching Interconnection Party is the Developer Party, and the Developer Party fails to pay an amount due within five days from the receipt of notice of the Breach, Transmission Provider may use Security to cure such Breach. If Transmission Provider uses Security to cure such Breach, Developer Party shall be in automatic Default and its project and this Agreement CSA shall be deemed terminated and withdrawn.	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting.
194.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 13.5 (Right to Compel Performance)	Notwithstanding the foregoing, upon the occurrence of a Default, a non-Defaulting Interconnection Party shall be entitled to exercise such other rights and remedies as it may have in equity or at law. Subject to section 20.1, no remedy conferred by any provision of this Appendix 2 is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.	Notwithstanding the foregoing, upon the occurrence of a Default, a non-Defaulting Interconnection Party shall be entitled to exercise such other rights and remedies as it may have in equity or at law. Subject to the Generation Interconnection Agreement, Appendix II, section 20.1, a Network Upgrade Cost Responsibility Agreement, Appendix II, section 11.1, or a Wholesale Market Participation Agreement, Appendix 2, section 10.1, no remedy conferred by any provision of this Appendix 2-III is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.	Revisions correct internal cross reference and clarify existing cross reference to relevant section of the Generation Interconnection Agreement and similar cross references in other agreements that may relate to a CSA.

195.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 14.0 (Termination)	14 Termination	14 <u>.0</u> Termination	Revision modifies section number to be internally consistent with the rest of the CSA.
196.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 14.1.1.1 (Conforming CSAs)	If this CSA is conforming and, therefore, is only reported to FERC on PJM's Electric Quarterly Report, it shall terminate upon the date Transmission Provider receives written notice, in a form acceptable to the Transmission Provider from the Transmission Owner that the following conditions have occurred: (i) completion of construction of all Transmission Owner Upgrades; (ii) if Developer Party exercised the Option to Build, transfer of title under section 5.5 of this Appendix 2; (iii) final payment of all Costs due and owing under this CSA; and (iv) if Developer Party exercised the Option to Build, delivery to the Transmission Owner of final "as-built" drawings of any Stand Alone Network Upgrades built by the Developer Party in accordance with section 3.2.3.2(a)(xi) of this Appendix 2.	If this CSA is conforming and, therefore, is only reported to FERC jen PJM's Electric Quarterly Report, it-this CSA shall terminate upon the date Transmission Provider receives written notice, in a form acceptable to the Transmission Provider, from the Transmission Owner that the following conditions have occurred:- (i) completion of construction of all- Transmission Owner Upgrades; (ii) if Developer Party exercised the Option to Build, transfer of title under this CSA, Appendix III, section 22.05.5 of this Appendix 2; (iii) final payment of all Costs due and owing under this CSA; and (iv) if Developer Party exercised the Option to Build, delivery to the Transmission Owner of final "as-built" drawings of any- Stand Alone Network Upgrades built by the Developer Party in accordance with this CSA, Appendix III, section 3.2.3.26.2.2(a)(xi) of this Appendix 2.	Revisions correct, clarify, and modify internal cross references and remove "the" to match PJM standard formatting

197.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 14.1.1.2 (Non-Conforming CSAs)	If this CSA is non-conforming and, therefore, has been filed with and accepted by FERC, it shall terminate upon (a) Transmission Provider receiving written notice, in a form acceptable to Transmission Provider, from Transmission Owner that the following conditions have occurred: (i) completion of construction of all Transmission Owner Upgrades; (ii) if Developer Party exercised the Option to Build, transfer of title under section 5.5 of this Appendix 2; (iii) final payment of all Costs due and owing under this CSA; and (iv) if Developer Party exercised the Option to Build, delivery to Transmission Owner of final "as-built" drawings of any Stand Alone Network built by Developer Party in accordance with section 3.2.3.2(a)(xi) of this CSA; and (b) the effective date of Transmission Provider's cancellation of the CSA in accordance with Commission rules and regulations. Transmission Provider shall serve the Transmission Owner and Developer Party with a copy of the notice of cancellation of any CSA in accordance with Commission rules and regulations.	If this CSA is non-conforming and, therefore, has been filed with and accepted by FERC, it-this CSA shall terminate upon (a) Transmission Provider receiving written notice, in a form acceptable to Transmission Provider, from Transmission Owner that the following conditions have occurred: (i) completion of construction of all- Transmission Owner Upgrades; (ii) if Developer Party exercised the Option to Build, transfer of title under this CSA, Appendix III, section 22.05.5 of this Appendix 2; (iii) final payment of all Costs due and owing under this CSA; and (iv) if Developer Party exercised the Option to Build, delivery to Transmission Owner of final "as-built" drawings of any- Stand Alone Network Upgrade built by Developer Party in accordance with this CSA, Appendix III, section 3.2.3.26.2.2(a)(xi) of this CSA; and (b) the effective date of Transmission Provider's cancellation of thise CSA in accordance with Commission rules and regulations. Transmission Provider shall serve the Transmission Owner and Developer Party with a copy of the notice of cancellation of any CSA in accordance with Commission rules and regulations.	Revisions correct, clarify, and modify internal cross references and remove "the" to match PJM standard formatting.
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198.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 14.1.2 (Upon Default by Either Constructing Entity)	Either Constructing Entity may terminate its obligations hereunder in the event of a Default by the other Constructing Entity as defined in section 13.3 of this Appendix 2. Transmission Provider may terminate the CSA upon the Default of Developer Party of its obligations under this CSA or the applicable Generation Interconnection Agreement by providing Developer Party and the Transmission Owner prior written notice of termination	Either Constructing Entity may terminate its obligations hereunder in the event of a Default by the other Constructing Entity as defined in this CSA, Appendix III, section 13.43 of this Appendix 2. Transmission Provider may terminate thise CSA upon the Default of Developer Party of its obligations under this CSA or the applicable Generation Interconnection Agreement by providing Developer Party and the Transmission Owner prior written notice of termination.	Revisions correct, clarify, and modify internal cross references and remove "the" to match PJM standard formatting, and add a period at the end of the sentence.
199.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 14.1.3 (By Developer Party)	Subject to its payment of Cancellation Costs as explained in section 14.2 below, the Developer Party may be relieved of its obligations hereunder upon sixty days written notice to Transmission Provider and the Transmission Owner.	Subject to its payment of Cancellation Costs as explained in section 14.2 below, the Developer Party may be relieved of its obligations hereunder upon sixty 60 days written notice to Transmission Provider and the Transmission Owner.	Revisions remove "the" and replace "sixty" with "60" to match PJM standard formatting.
200.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 14.2.1 (Applicability)	The following provisions shall survive and shall apply in the event that Developer Party terminates the CSA pursuant to this section 14.2.	The following provisions shall survive and shall apply in the event that Developer Party terminates theis CSA pursuant to this section 14.2.	Revision clarifies internal cross reference.

201. Tariff, Part IX, Subpart J, CSA,
Appendix III, section 14.2.1.1
(Cancellation Cost
Responsibility Upon
Termination)

Service for including secosts may to Developer including, Upgrades Material Mimpose contransmiss provide the Developer with reaso

Upon the unilateral termination of the CSA by the Developer Party, the Developer Party shall be liable to pay to the Transmission Owner or Transmission Provider all Cancellation Costs in connection with Construction Service for the Developer Party pursuant to this CSA, including section 14.2.1.2 of this Appendix 2. Cancellation costs may include costs for Network Upgrades assigned to Developer Party, in accordance with the Tariff and as reflected in this CSA, that remain the responsibility of Developer Party under the Tariff. This shall include costs including, but not limited to, the costs for such Network Upgrades to the extent such cancellation would be a Material Modification, or would have an adverse effect or impose costs on other Developer Parties. In the event the Transmission Owner incurs Cancellation Costs, it shall provide the Transmission Provider, with a copy to the Developer Party, with a written demand for payment and with reasonable documentation of such Cancellation Costs. The Developer Party shall pay the Transmission Provider each bill for Cancellation Costs within 30 days after, as applicable, the Transmission Owner's or Transmission Provider's presentation to the Developer Party of written demand therefor, provided that such demand includes reasonable documentation of the Cancellation Costs that the invoicing party seeks to collect. Upon receipt of each of Developer Party's payments of such bills of the Transmission Owner. Transmission Provider shall reimburse the Transmission Owner for Cancellation Costs incurred by the latter.

Upon the unilateral termination of theis CSA by the Developer Party, the Developer Party shall be liable to pay to the Transmission Owner or Transmission Provider all Cancellation Costs in connection with cConstruction Service for the Developer Party pursuant to this CSA, including section 14.2.1.2 of this Appendix 2below. Cancellation costs may include costs for Network Upgrades assigned to Developer Party, in accordance with the Tariff and as reflected in this CSA, that which remain the responsibility of Developer Party under the Tariff. This shall include costs including, but not limited to, the costs for such Network Upgrades to the extent such cancellation would be a Material Modification, or would have an adverse effect or impose costs on other Developer Parties. In the event the Transmission Owner incurs Cancellation Costs, # Transmission Owner shall provide the Transmission Provider, with a copy to the Developer Party, with a written demand for payment and with reasonable documentation of such Cancellation Costs. The Developer Party shall pay the Transmission Provider each bill for Cancellation Costs within 30 days after, as applicable, the Transmission Owner's or Transmission Provider's presentation to the Developer Party of written demand therefor, provided that such demand includes reasonable documentation of the Cancellation Costs that the invoicing party seeks to collect. Upon receipt of each of Developer Party's payments of such bills of the Transmission Owner, Transmission Provider shall reimburse the Transmission Owner for Cancellation Costs incurred by the latterTransmission Owner.

Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting, and make grammatical corrections. Tariff, Part IX, Subpart J, CSA, Upon termination of the CSA by a Developer Party, Transmission Provider, after consulting with the Appendix III, section 14.2.1.2 (Disposition of Facilities Upon Transmission Owner, may, at the sole cost and expense of the Developer Party, authorize the Transmission Owner Termination) to (a) cancel supplier and contractor orders and agreements entered into by the Transmission Owner to design, construct, install, operate, maintain and own the Transmission Owner Upgrades, provided, however, that Developer Party shall have the right to choose to take delivery of any equipment ordered by the Transmission Owner for which Transmission Provider otherwise would authorize cancellation of the purchase order; or (b) remove any Transmission Owner Upgrades built by the Transmission Owner or any Transmission Owner Stand Alone Network (only after title to the subject facilities has been transferred to the Transmission Owner) built by the Developer Party; or (c) partially or entirely complete the Transmission Owner Upgrades as necessary to preserve the integrity or reliability of the Transmission System, provided that Developer Party shall be entitled to receive any rights associated with such facilities and upgrades as determined in accordance with the CSA; or (d) undo any of the changes to the Transmission System that were made pursuant to this CSA. To the extent that the Developer Party has fully paid for equipment that is unused upon cancellation or which is removed pursuant to subsection (b) above, the Developer Party shall have the right to take back title to such equipment; alternatively, in the event that the Developer Party does not wish to take back title, the Transmission Owner may elect to pay the Developer Party a mutually agreed amount to acquire and own such equipment.

Upon termination of thise CSA by a Developer Party, Transmission Provider, after consulting with the Transmission Owner, may, at the sole cost and expense of the Developer Party, authorize the Transmission Owner to (a) cancel supplier and contractor orders and agreements entered into by the Transmission Owner to design, construct, install, operate, maintain and own the Transmission Owner Upgrades, provided, however, that Developer Party shall have the right to choose to take delivery of any equipment ordered by the Transmission Owner for which Transmission Provider otherwise would authorize cancellation of the purchase order; or (b) remove any Transmission Owner- Upgrades built by the Transmission Owner or any Transmission Owner -Stand Alone Network Upgrade (only after title to the subject facilities has been transferred to the Transmission Owner) built by the Developer Party; or (c) partially or entirely complete the Transmission Owner Upgrades as necessary to preserve the integrity or reliability of the Transmission System, provided that Developer Party shall be entitled to receive any rights associated with such facilities and upgrades as determined in accordance with thise CSA; or (d) undo any of the changes to the Transmission System that were made pursuant to this CSA. To the extent that the Developer Party has fully paid for equipment that is unused upon cancellation or which is removed pursuant to subsection (b) above, the Developer Party shall have the right to take back title to such equipment; alternatively, in the event that the Developer Party does not wish to take back title, the Transmission Owner may elect to pay the Developer Party a mutually agreed amount to acquire and own such equipment.

Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting, and correct reference to defined term.

203.	Tariff, Part IX, Subpart J, CSA,	In the event that Developer Party exercises its right to	In the event that Developer Party exercises its right to	Revisions correct, clarify, and modify internal cross
	Appendix III, section 14.2.2	terminate under section 14.1.2 of this Appendix 2, and	terminate under section 14.1.2 of this Appendix 2above,	references and remove "the" to match PJM standard
	(Termination upon Default)	notwithstanding any other provision of this CSA, the	and notwithstanding any other provision of this CSA, the	formatting.
		Developer Party shall be liable for payment of the	Developer Party shall be liable for payment of the	
		Transmission Owner's Costs incurred up to the date of	Transmission Owner's Costs incurred up to the date of	
		Developer Party's notice of termination pursuant to section	Developer Party's notice of termination pursuant to	
		14.1.2 and the costs of completion of some or all of the	section 14.1.2 above and the costs of completion of	
		Transmission Owner Transmission Owner Upgrades or	some or all of the Transmission Owner Transmission	
		specific unfinished portions thereof, and/or removal of any	Owner Upgrades or specific unfinished portions thereof,	
		or all of such facilities which have been installed, to the	and/or removal of any or all of such facilities which have	
		extent that Transmission Provider determines such	been installed, to the extent that Transmission Provider	
		completion or removal to be required for the Transmission	determines such completion or removal to be required	
		Provider and/or Transmission Owner to perform their	for the Transmission Provider and/or Transmission	
		respective obligations under the GIP of the Tariff or this	Owner to perform their respective obligations under the	
		CSA, provided, however, that Developer Party's payment	GIP of the Tariff or this CSA, provided, however, that	
		of such costs shall be without prejudice to any remedies	Developer Party's payment of such costs shall be	
		that otherwise may be available to it under this Appendix 2	without prejudice to any remedies that otherwise may be	
		for the Default of the Transmission Owner. Developer	available to it under this Appendix III2 for the Default of	
		Party will also be subject to Cancellation Cost	the Transmission Owner. Developer Party will also be	
		responsibility provisions of section 14.2.1.1 of this	subject to Cancellation Cost responsibility provisions of	
		Appendix 2.	section 14.2.1.1 of this Appendix 2above.	

20	Tariff, Part IX, Subpart J, CSA, Appendix III, section 14.3 (Survival of Rights)	Termination of this CSA or the applicable Generation Interconnection Agreement shall not relieve any Interconnection Party of any of its liabilities and obligations arising under this CSA or the applicable Generation Interconnection Agreement (including Appendix 2) prior to the date on which termination becomes effective, and each Interconnection Party may take whatever judicial or administrative actions it deems desirable or necessary to enforce its rights hereunder. Applicable provisions of this Appendix 2 will continue in effect after termination to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while the CSA or the applicable Generation Interconnection Agreement was in effect.	Termination of this CSA or the applicable Generation Interconnection Agreement shall not relieve any Interconnection Party of any of its liabilities and obligations arising under this CSA or the applicable Generation Interconnection Agreement (including this Appendix III2) prior to the date on which termination becomes effective, and each Interconnection Party may take whatever judicial or administrative actions it deems desirable or necessary to enforce its rights hereunder. Applicable provisions of this Appendix III2 will continue in effect after termination to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while the CSA or the applicable Generation Interconnection Agreement was in effect.	Revisions correct, clarify, and modify internal cross references to match PJM standard formatting.
20	Tariff, Part IX, Subpart J, CSA, Appendix III, section 15.0 (Force Majeure)	15 Force Majeure	15 <u>.0</u> Force Majeure	Revision modifies section number to be internally consistent with the rest of the CSA.

206.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 15.1 (Notice)	A Construction Party that is unable to carry out an obligation imposed on it by this Appendix 2 due to Force Majeure shall notify each other Construction Party in writing or by telephone within a reasonable time after the occurrence of the cause relied on.	A Construction Party that is unable to carry out an obligation imposed on it by this Appendix III2 due to Force Majeure shall notify each other Construction Party in writing or by telephone within a reasonable time after the occurrence of the cause relied on.	Revision corrects internal cross reference.
207.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 15.2 (Duration of Force Majeure)	A party shall not be considered to be in Default with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other parties in writing as soon as reasonably possible after the occurrence of the cause relied upon. Those notices shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred, and when the Force Majeure is reasonably expected to cease. Written notices given pursuant to this Article shall be acknowledged in writing as soon as reasonably possible. The party affected shall exercise Reasonable Efforts to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. The party affected has a continuing notice obligation to the other parties, and must update the particulars of the	A Construction Party shall not be considered to be in Default with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Construction Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Construction Parties in writing as soon as reasonably possible after the occurrence of the cause relied upon. Those notices shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred, and when the Force Majeure is reasonably expected to cease. Written notices given pursuant to this Article section shall be acknowledged in writing as soon as reasonably possible. The Construction Party affected shall exercise Reasonable Efforts to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. The	Revisions correct and clarify internal cross references,

	original Force Majeure notice and subsequent notices, in writing, as the particulars change. The affected party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing party is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such party shall resume performance and give prompt written notice thereof to the other parties.	Construction pParty affected has a continuing notice obligation to the other Construction pParties, and must update the particulars of the original Force Majeure notice and subsequent notices, in writing, as the particulars change. The affected pConstruction Party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the Construction pParty exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Construction pParty is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such Construction pParty shall resume performance and give prompt written notice thereof to the other Construction pParties.	
Tariff, Part IX, Subpart J, CSA, Appendix III, section 15.4 (Definition of Force Majeure)	For the purposes of this section, an event of force majeure shall mean shall mean 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, any order, regulation, or restriction imposed by governmental, military, or lawfully established civilian authorities, or any other cause beyond a party's control that, 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.	For the purposes of this section 15.0, an event of Fforce mMajeure shall mean shall mean 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, any order, regulation, or restriction imposed by governmental, military, or lawfully established civilian authorities, or any other cause beyond a Construction pParty's control that, in any of the foregoing cases, by exercise of due diligence, such Construction pParty could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. Force Mmajeure does not include (i) a failure of performance that is due to an affected Construction pParty's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Construction pParty fails to remove or remedy within a reasonable time; or	Revisions correct and clarify internal cross references and correct capitalization of define term,

			(iii) economic hardship of an affected Construction pParty.	
209.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 16.1 (Term)	During the term of this CSA, and for a period of three years after the termination of this CSA, except as otherwise provided in section 16 of this CSA, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by any Party.	During the term of this CSA, and for a period of three years after the termination of this CSA, except as otherwise provided in this section 16.0 of this CSA, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by any Party.	Revisions clarify internal cross reference.
210.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 16.2 (Scope)	Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this CSA; or (vi) is required, in accordance with section 16.7 of this Appendix III, to be disclosed to any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal	Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this CSA; or (vi) is required, in accordance with section 16.7 of this Appendix IIIbelow, to be disclosed to any Governmental Authority or is otherwise required to be disclosed by law or subpoena,	Revisions modify internal cross reference to match PJM standard formatting.

		proceeding establishing rights and obligations under this CSA. Information designated as Confidential Information shall no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.	or is necessary in any legal proceeding establishing rights and obligations under this CSA. Information designated as Confidential Information shall no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.	
211.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 16.9 (Remedies)	The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this section 16. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party breaches or threatens to breach its obligations under this section, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed to be an exclusive remedy for the breach of this section, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind resulting from or arising in connection with a Breach of any obligation under this section 16.	The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this section 16.0. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party breaches or threatens to breach its obligations under this section, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed to be an exclusive remedy for the breach of this section 16.0, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind resulting from or arising in connection with a Breach of any obligation under this section 16.0	Revisions clarify and modify internal cross reference to match PJM standard formatting.

212.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 16.11 (Non-Disclosure)	Subject to the exception noted above in section 16.10 of this Appendix III, no Party shall disclose Confidential Information of Party to any person not employed or retained by the disclosing Party, except to the extent disclosure is: (i) required by law; (ii) reasonably deemed by the disclosing Party to be required in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the Party that provided such Confidential Information, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this CSA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. Prior to any disclosures of another Party's Confidential Information under this subparagraph, the disclosing Party shall promptly notify the other Parties in writing and shall assert confidentiality and cooperate with the other Parties in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.	Subject to the exception noted above in section 16.10-of this Appendix III above, no Party shall disclose another Party's Confidential Information of Party to any person not employed or retained by the disclosing Party, except to the extent disclosure is:- (i) required by law; (ii) reasonably deemed by the disclosing Party to be required in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the Party that provided such Confidential Information, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this CSA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an regional Ttransmission Oorganization or lindependent System Ooperator or to a regional or national reliability organization. Prior to any disclosures of another Party's Confidential Information under this subparagraph, the disclosing Party shall promptly notify the other Parties in writing and shall assert confidentiality and cooperate with the other Parties in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.	Revisions clarify and modify internal cross reference to match PJM standard formatting and correct the capitalization of undefined terms.
213.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 17.1 (Information Access)	Subject to Applicable Laws and Regulations, each Party shall make available to the other Parties information necessary: (i) to verify the Costs incurred by the other Party for which the requesting Party is responsible under this CSA and the PJM Tariff; and (ii) to carry out obligations and responsibilities under this CSA and the PJM Tariff. The Parties shall not use such information for purposes other than those set forth in this section 17 and to enforce their rights under this CSA and the PJM Tariff.	Subject to Applicable Laws and Regulations, each Party shall make available to the other Parties information necessary:- (i) to verify the Costs incurred by the other Party for which the requesting Party is responsible under this CSA and the PJM Tariff; and (ii) to carry out obligations and responsibilities under this CSA and the PJM Tariff. The Parties shall not use such information for purposes other than those set forth in this section	Revision clarifies and modifies internal cross reference to match PJM standard formatting.

			17.0 and to enforce their rights under this CSA and the PJM Tariff.	
214.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 17.2 (Reporting of Non-Force Majeure Events)	Each Party shall notify the other Parties when it becomes aware of its inability to comply with the provisions of this CSA for a reason other than an event of force majeure as defined in section 1.21 of Appendix 2 of this Attachment GG. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including, but not limited to, the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this section 17 shall not entitle the receiving Party to allege a cause of action for anticipatory breach of this CSA and the PJM Tariff.	Each Party shall notify the other Parties when it becomes aware of its inability to comply with the provisions of this CSA for a reason other than an event of Force mMajeure as defined in this CSA, Appendix III, section 1.2115.4 of Appendix 2 of this Attachment GG. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including, but not limited to, the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this section 17.0 shall not entitle the receiving Party to allege a cause of action for anticipatory breach of this CSA and the PJM Tariff.	Revisions correct, clarify, and modify internal cross reference to match PJM standard formatting and corrects capitalization of defined term.
215.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 17.3 (Audit Rights)	Subject to the requirements of confidentiality of this CSA and the PJM Tariff, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the pertinent Party, to audit at its own expense the other Party's accounts and records pertaining to such Party's performance and/or satisfaction of obligations arising under this CSA and the PJM Tariff. Any audit authorized by this section 17 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this CSA. Any request for audit shall be presented to the other Party not later than 24 months after the event as to which the audit is sought.	Subject to the requirements of confidentiality of this CSA and the PJM Tariff, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the pertinent Party, to audit at its own expense the other Party's accounts and records pertaining to such Party's performance and/or satisfaction of obligations arising under this CSA and the PJM Tariff. Any audit authorized by this section 17.0 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this CSA. Any request for audit shall be presented to the other Party not later	Revision clarifies and modifies internal cross reference to match PJM standard formatting.

		Each Party shall preserve all records held by it for the duration of the audit period.	than 24 months after the event as to which the audit is sought. Each Party shall preserve all records held by it for the duration of the audit period.	
216.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 17.5 (Amendments and Rights under the Federal Power Act)	Except as set forth in this section 17, this CSA may be amended, modified, or supplemented only by written agreement of the Parties. Such amendment shall become effective and a part of this CSA upon satisfaction of all Applicable Laws and Regulations.	Except as set forth in this section 17.0, this CSA may be amended, modified, or supplemented only by written agreement of the Parties. Such amendment shall become effective and a part of this CSA upon satisfaction of all Applicable Laws and Regulations.	Revision clarifies and modifies internal cross reference to match PJM standard formatting.
217.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 19.1 (Coordination)	Developer Party and the Transmission Owner shall coordinate the timing and schedule of all inspection and testing of the Network Upgrades, identified in Appendix I to this CSA.	Developer Party and the Transmission Owner shall coordinate the timing and schedule of all inspection and testing of the Network Upgrades, identified in this CSA, Appendix I to this CSA.	Corrected term used to reference a Party.
218.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 19.2 (Inspection and Testing)	Each Constructing Entity shall cause inspection and testing of any Network Upgrades that it constructs in accordance with the provisions of this section. The Parties acknowledge and agree that inspection and testing of facilities may be undertaken as facilities are completed and need not await completion of all of the facilities that a Constructing Entity is building.	Each Constructing Entity shall cause inspection and testing of any Network Upgrades that it constructs in accordance with the provisions of this section 19.0. The Parties acknowledge and agree that inspection and testing of facilities may be undertaken as facilities are completed and need not await completion of all of the facilities that a Constructing Entity is building.	Revision clarifies and modifies internal cross reference to match PJM standard formatting
219.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 19.2.1 (Of Developer Party – Built Facilities)	Upon the completion of the construction and installation, but prior to energization, of any Network Upgrades constructed by the Developer Party shall have the same inspected and/or tested by an authorized electric inspection agency or qualified third party reasonably acceptable to the Transmission Owner to assess whether the facilities substantially comply with Applicable Standards. Said inspection and testing shall be held on a mutually agreed-upon date, and the Transmission Owner	Upon the completion of the construction and installation, but prior to energization, of any Network Upgrades constructed by the Developer Party shall have the same inspected and/or tested by an authorized electric inspection agency or qualified third party reasonably acceptable to the Transmission Owner to assess whether the facilities substantially comply with Applicable Standards. Said inspection and testing shall be held on a mutually agreed-upon date, and the	Revision removes "the" to match PJM standard formatting.

		and Transmission Provider shall have the right to attend and observe, and to obtain the written results of, such testing.	Transmission Owner and Transmission Provider shall have the right to attend and observe, and to obtain the written results of, such testing.	
220.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 19.2.2 (Of Transmission Owner-Built Facilities)	Upon the completion of the construction and installation, but prior to energization, of any Network Upgrades constructed by the Transmission Owner, the Transmission Owner shall have the same inspected and/or tested by qualified personnel or a qualified contractor to assess whether the facilities substantially comply with Applicable Standards. Subject to Applicable Laws and Regulations, said inspection and testing shall be held on a mutually agreed-upon date, and the Developer Party and Transmission Provider shall have the right to attend and observe, and to obtain the written results of, such testing.	Upon the completion of the construction and installation, but prior to energization, of any Network Upgrades constructed by the Transmission Owner, the Transmission Owner shall have the same inspected and/or tested by qualified personnel or a qualified contractor to assess whether the facilities substantially comply with Applicable Standards. Subject to Applicable Laws and Regulations, said inspection and testing shall be held on a mutually agreed-upon date, and the Developer Party and Transmission Provider shall have the right to attend and observe, and to obtain the written results of, such testing.	Revision removes "the" to match PJM standard formatting.
221.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 19.3 (Review of Inspection and Testing by Transmission Owner)	In the event that the written report, or the observation of either Constructing Entity or Transmission Provider, of the inspection and/or testing pursuant to section 19.2 of this Appendix III reasonably leads the Transmission Provider or Transmission Owner to believe that the inspection and/or testing of some or all of the Network Upgrades built by the Developer Party was inadequate or otherwise deficient, the Transmission Owner may, within 20 days after its receipt of the results of inspection or testing and upon reasonable notice to the Developer Party, perform its own inspection and/or testing of such Network Upgrades to determine whether the facilities are acceptable for energization, which determination shall not be unreasonably delayed, withheld or conditioned.	In the event that the written report, or the observation of either Constructing Entity or Transmission Provider, of the inspection and/or testing pursuant to section 19.2_above of this Appendix III reasonably leads the Transmission Provider or Transmission Owner to believe that the inspection and/or testing of some or all of the Network Upgrades built by the Developer Party was inadequate or otherwise deficient, the Transmission Owner may, within 20 days after its receipt of the results of inspection or testing and upon reasonable notice to the Developer Party, perform its own inspection and/or testing of such Network Upgrades to determine whether the facilities are acceptable for energization, which determination shall not be unreasonably delayed, withheld or conditioned.	Revisions clarify and modify internal cross reference and remove "the" to match PJM standard formatting.

222.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 19.4.1 (Notification and Correction of Defects) Tariff, Part IX, Subpart J, CSA, Appendix III, section 19.4.2	19.4.1 If the Transmission Owner, based on inspection or testing pursuant to section 19.2 or 19.3 of this Appendix III, identifies any defects or failures to comply with Applicable Standards in the Network Upgrades constructed by the Developer Party, the Transmission Owner shall notify the Developer Party and Transmission Provider of any identified defects or failures within 20 days after the Transmission Owner's receipt of the results of such inspection or testing. The Developer Party shall take appropriate actions to correct any such defects or failure at its sole cost and expense, and shall obtain the Transmission Owner's acceptance of the corrections, which acceptance shall not be unreasonably delayed, withheld or conditioned. 19.4.2 In the event that inspection and/or testing of any Network Upgrades built by the Transmission Owner	19.4.1 If the Transmission Owner, based on inspection or testing pursuant to sections 19.2 or 19.3 of this Appendix Illabove, identifies any defects or failures to comply with Applicable Standards in the Network Upgrades constructed by the Developer Party, the Transmission Owner shall notify the Developer Party and Transmission Provider of any identified defects or failures within 20 days after the Transmission Owner's receipt of the results of such inspection or testing. The Developer Party shall take appropriate actions to correct any such defects or failure at its sole cost and expense, and shall obtain the Transmission Owner's acceptance of the corrections, which acceptance shall not be unreasonably delayed, withheld or conditioned. 19.4.2 In the event that inspection and/or testing of any Network Upgrades built by the Transmission	Revisions clarify and modify internal cross reference and remove "the" to match PJM standard formatting, and correct grammar. Revision removes "the" and inserts space to match PJM standard formatting.
	(Notification and Correction of Defects)	identifies any defects or failures to comply with Applicable Standards in such facilities, Transmission Owner shall take appropriate action to correct any such defects or failures within 20 days after it learns thereof. In the event that such a defect or failure cannot reasonably be corrected within such 20-day period, Transmission Owner shall commence the necessary correction within that time and shall thereafter diligently pursue it to completion.	Owner identifies any defects or failures to comply with Applicable Standards in such facilities, Transmission Owner shall take appropriate action to correct any such defects or failures within 20 days after it learns thereof. In the event that such a defect or failure cannot reasonably be corrected within such 20-day period, Transmission Owner shall commence the necessary correction within that time and shall thereafter diligently pursue it to completion.	T Jivi standard formatting.
224.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 19.5 (Notification of Results)	Within 10 days after satisfactory inspection and/or testing of Network Upgrades built by the Developer Party (including, if applicable, inspection and/or testing after correction of defects or failures), the Transmission Owner shall confirm in writing to the Developer Party and Transmission Provider that the successfully inspected and tested facilities are acceptable for energization.	Within 10 days after satisfactory inspection and/or testing of Network Upgrades built by the Developer Party (including, if applicable, inspection and/or testing after correction of defects or failures), the Transmission Owner shall confirm in writing to the Developer Party and Transmission Provider that the successfully	Revisions remove "the" to match PJM standard formatting.

			inspected and tested facilities are acceptable for energization.	
225.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 20.0 (Energization of Completed Facilities)	 (A) Unless otherwise provided in the Schedule of Work, energization, when applicable as determined by Transmission Provider, of the Network Upgrades, identified in Appendix I to this CSA, shall occur in two stages. Stage One energization may occur prior to initial energization of the Network Upgrades. Stage Two energization shall consist of energization of the remainder of the Network Upgrades, identified in Appendix I, to the CSA. (B) In the case of Network Upgrades for which the Transmission Provider determines that two-stage energization is inapplicable, energization shall occur in a single stage. Such a single-stage energization shall be regarded as Stage Two energization for the purposes of the remaining provisions of this section 20.0 and of section 22.0 of this Appendix III. 	 (A) Unless otherwise provided in the Schedule of Work, energization, when applicable as determined by Transmission Provider, of the Network Upgrades, identified in this CSA, Appendix I to this CSA, shall occur in two stages. Stage One energization may occur prior to initial energization of the Network Upgrades. Stage Two energization shall consist of energization of the remainder of the Network Upgrades, identified in this CSA, Appendix I, to the CSA. (B) In the case of Network Upgrades for which the Transmission Provider determines that two-stage energization is inapplicable, energization shall occur in a single stage. Such a single-stage energization shall be regarded as Stage Two energization for the purposes of the remaining provisions of this section 20.0 and of this CSA, Appendix III, section 22.0 of this Appendix III. 	Revisions clarify and modify internal cross reference and remove "the" to match PJM standard formatting.
226.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 20.1	 (a) The Developer Party shall have delivered to the Transmission Owner and Transmission Provider a writing transferring to the Transmission Owner and Transmission Provider operational control over any Stand Alone Network Upgrades that Developer Party has constructed; and (b) The Developer Party shall have provided a mark-up of construction drawings to the Transmission Owner to show the "as-built" condition of all Stand Alone Network Upgrades that Developer Party has constructed. 	 (a) The Developer Party shall have delivered to the Transmission Owner and Transmission Provider a writing transferring to the Transmission Owner and Transmission Provider operational control over any Stand Alone Network Upgrades that Developer Party has constructed; and (b) The Developer Party shall have provided a markup of construction drawings to the Transmission Owner to show the "as-built" condition of all Stand Alone 	Revisions remove "the" to match PJM standard formatting.

			Network Upgrades that Developer Party has constructed.	
227.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 20.2	20.2 As soon as practicable after the satisfaction of the conditions for Stage One energization specified in sections 19 and 20.1 of this Appendix III, the Transmission Owner and the Developer Party shall coordinate and undertake the Stage One energization of facilities.	20.2 As soon as practicable after the satisfaction of the conditions for Stage One energization specified in sections 19-20.1 above and this CSA, Appendix III, section 20.119.0 of this Appendix III, the Transmission Owner and the Developer Party shall coordinate and undertake the Stage One energization of facilities.	Revisions clarify and modify internal cross reference and remove "the" to match PJM standard formatting.
228.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 20.3	20.3 Stage Two energization of the remainder of the Network Upgrades, identified in Appendix I to this CSA, may not occur prior to the satisfaction of the following additional conditions: (a) The Developer Party shall have delivered to the Transmission Owner and Transmission Provider a writing transferring to the Transmission Owner and Transmission Provider operational control over any Network Upgrades that Developer Party has constructed and operational control of which it has not previously transferred pursuant to section 20.1 of this Appendix III; and (b) The Developer Party shall have provided a mark-up of construction drawings to the Transmission Owner to show the "as-built" condition of all Network Upgrades that Developer Party has constructed and which were not included in the Stage One energization, but are included in the Stage Two energization.	20.3 Stage Two energization of the remainder of the Network Upgrades, identified in Appendix I to this CSA. Appendix I, may not occur prior to the satisfaction of the following additional conditions: (a) The Developer Party shall have delivered to the Transmission Owner and Transmission Provider a writing transferring to the Transmission Owner and Transmission Provider operational control over any Network Upgrades that Developer Party has constructed and operational control of which it has not previously transferred pursuant to section 20.1 aboveof this Appendix III; and (b) The Developer Party shall have provided a mark-up of construction drawings to the Transmission Owner to show the "as-built" condition of all Network Upgrades that Developer Party has constructed and which were not included in the Stage One energization, but are included in the Stage Two energization.	Revisions clarify and modify internal cross reference and remove "the" to match PJM standard formatting.

229.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 20.4	20.4 As soon as practicable after the satisfaction of the conditions for Stage Two energization specified in sections 19 and 20.3 of this Appendix III, the Transmission Owner and the Developer Party shall coordinate and undertake the Stage Two energization of facilities.	20.4 As soon as practicable after the satisfaction of the conditions for Stage Two energization specified in sections 1920.3 above and this CSA, Appendix III, section 20.319.0 of this Appendix III, the Transmission Owner and the Developer Party shall coordinate and undertake the Stage Two energization of facilities.	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting.
230.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 20.5	20.5 To the extent defects in any Network Upgrades are identified during the energization process, the energization will not be deemed successful. In that event, the Constructing Entity shall take action to correct such defects in any Network Upgrades that it built as promptly as practical after the defects are identified. The affected Constructing Entity shall so notify the other Construction Parties when it has corrected any such defects, and the Constructing Entities shall recommence efforts, within 10 days thereafter, to energize the appropriate Network Upgrades in accordance with section 20.0 of this Appendix III; provided that the Transmission Owner may, in the reasonable exercise of its discretion and with the approval of Transmission Provider, require that further inspection and testing be performed in accordance with section 19 of this Appendix III.	20.5 To the extent defects in any Network Upgrades are identified during the energization process, the energization will not be deemed successful. In that event, the Constructing Entity shall take action to correct such defects in any Network Upgrades that it built as promptly as practical after the defects are identified. The affected Constructing Entity shall so notify the other Construction Parties when it has corrected any such defects, and the Constructing Entities shall recommence efforts, within 10 days thereafter, to energize the appropriate Network Upgrades in accordance with this section 20.0 of this Appendix III; provided that the Transmission Owner may, in the reasonable exercise of its discretion and with the approval of Transmission Provider, require that further inspection and testing be performed in accordance with this CSA, Appendix III, section 19 of this Appendix III.	Revisions clarify and modify internal cross references, remove "the" and insert spacing to match PJM standard formatting
231.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 21.0 (Transmission Owner's Acceptance of Facilities Constructed by Developer Party)	Within five days after determining that Network Upgrades have been successfully energized, the Transmission Owner shall issue a written notice to the Developer Party accepting the Network Upgrades built by the Developer Party that were successfully energized. Such acceptance shall not be construed as confirming, endorsing or providing a warranty by the Transmission Owner as to the design, installation, construction, fitness, safety, durability or reliability of any Network Upgrades built by the	Within five days after determining that the Network Upgrades have been successfully energized, the Transmission Owner shall issue a written notice to the Developer Party accepting the Network Upgrades built by the Developer Party that were successfully energized. Such acceptance shall not be construed as confirming, endorsing or providing a warranty by the Transmission Owner as to the design, installation, construction, fitness, safety, durability or reliability of any	Revisions remove "the" to match PJM standard formatting.

		Developer Party, or their compliance with Applicable Standards.	Network Upgrades built by the Developer Party, or their compliance with Applicable Standards.	
232.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 22.0 (Transfer of Title to Certain Facilities Constructed by Developer Party)	Within 30 days after the Developer Party's receipt of notice of acceptance under section 21.0 of this Appendix III following Stage Two energization of the Network Upgrades, the Developer Party shall deliver to the Transmission Owner, for the Transmission Owner's review and approval, all of the documents and filings necessary to transfer to the Transmission Owner title to any Network Upgrades constructed by the Developer Party, and to convey to the Transmission Owner any easements and other land rights to be granted by Developer Party that have not then already been conveyed. The Transmission Owner shall review and approve such documentation, such approval not to be unreasonably withheld, delayed, or conditioned. Within 30 days after its receipt of the Transmission Owner's written notice of approval of the documentation, the Developer Party, in coordination and consultation with the Transmission Owner, shall make any necessary filings at the FERC or other governmental agencies for regulatory approval of the transfer of title. Within 20 days after the issuance of the last order granting a necessary regulatory approval becomes final (i.e., is no longer subject to rehearing), the Developer Party shall execute all necessary documentation and shall make all necessary filings to record and perfect the Transmission Owner's title in such facilities and in the easements and other land rights to be conveyed to the Transmission Owner of title to the Network Upgrades built by the Developer Party, the risk of loss or damages to, or in connection with,	Within 30 days after the-Developer Party's receipt of notice of acceptance under this CSA, Appendix III, section 21.0 of this Appendix III following Stage Two energization of the Network Upgrades, the Developer Party shall deliver to the Transmission Owner, for the Transmission Owner's review and approval, all of the documents and filings necessary to transfer to the Transmission Owner title to any Network Upgrades constructed by the Developer Party, and to convey to the Transmission Owner any easements and other land rights to be granted by Developer Party that have not then already been conveyed. The Transmission Owner shall review and approve such documentation, such approval not to be unreasonably withheld, delayed, or conditioned. Within 30 days after its receipt of the Transmission Owner's written notice of approval of the documentation, the Developer Party, in coordination and consultation with the Transmission Owner, shall make any necessary filings at the FERC or other governmental agencies for regulatory approval of the transfer of title. Within 20 days after the issuance of the last order granting a necessary regulatory approval becomes final (i.e., is no longer subject to rehearing), the Developer Party shall execute all necessary filings to record and perfect the Transmission Owner's title in such facilities and in the easements and other land rights to be conveyed to the Transmission Owner of title to the	Revisions correct, clarify, and modify internal cross references and remove "the" to match PJM standard formatting.

		such facilities shall remain with the Developer Party. Transfer of title to facilities under this section shall not affect the Developer Party's receipt or use of the rights related to the Network Upgrades for which it otherwise may be eligible as provided in Subpart C of Part VI of the Tariff.	Network Upgrades built by the Developer Party, the risk of loss or damages to, or in connection with, such facilities shall remain with the Developer Party. Transfer of title to facilities under this section 22.0 shall not affect the Developer Party's receipt or use of the rights related to the Network Upgrades for which it otherwise may be eligible as provided in Tariff, Part VII, Subpart E and Part VIII, Subpart E, as applicable Subpart C of Part VI of the Tariff.	
233.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 23.0 (Liens)	The Developer Party shall take all reasonable steps to ensure that, at the time of transfer of title in the Network Upgrades built by the Developer Party to the Transmission Owner, those facilities shall be free and clear of any and all liens and encumbrances, including mechanics' liens. To the extent that the Developer Party cannot reasonably clear a lien or encumbrance prior to the time for transferring title to the Transmission Owner, Developer Party shall nevertheless convey title subject to the lien or encumbrance and shall indemnify, defend and hold harmless the Transmission Owner against any and all claims, costs, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) which may be brought or imposed against or incurred by Transmission Owner by reason of any such lien or encumbrance or its discharge.	The Developer Party shall take all reasonable steps to ensure that, at the time of transfer of title in of the Network Upgrades built by the Developer Party to the Transmission Owner, those facilities shall be free and clear of any and all liens and encumbrances, including mechanics' liens. To the extent that the Developer Party cannot reasonably clear a lien or encumbrance prior to the time for transferring title to the Transmission Owner, Developer Party shall nevertheless convey title subject to the lien or encumbrance and shall indemnify, defend and hold harmless the Transmission Owner against any and all claims, costs, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) which may be brought or imposed against or incurred by Transmission Owner by reason of any such lien or encumbrance or its discharge.	Revisions correct grammar and remove "the" and insert spacing to match PJM standard formatting
234.	Tariff, Part IX, Subpart J, CSA, Appendix III, section 24.1 (Specified Charges)	If and to the extent required by the Transmission Owner, after the Initial Operation of the Network Upgrade, Project Developer shall pay one or more of the types of recurring charges described in this section to compensate the Transmission Owner for costs incurred in performing certain of its obligations under this Appendix III. Transmission Provider will deliver a copy of such filing to	If and to the extent required by the Transmission Owner, after the Initial Operation of the Network Upgrade, Project Developer Party shall pay one or more of the types of recurring charges described in this section 24.1 to compensate the Transmission Owner for costs incurred in performing certain of its obligations under this Appendix III. Transmission Provider will deliver a	Revisions clarify and modify internal cross references and remove "the" to match PJM standard formatting, and correct references to defined terms.

		Project Developer. Permissible charges under this section may include:	copy of such filing to Project Developer Party. Permissible charges under this section may include:	
		(a) Administration Charge - Any such charge may recover only the costs and expenses incurred by the Transmission Owner in connection with administrative obligations such as the preparation of bills. An Administration Charge shall not be permitted to the extent that the Transmission Owner's other charges to the Project Developer under the same CSA include an allocation of the Transmission Owner's administrative and general expenses and/or other corporate overhead costs. (b) Network Upgrade Operations and Maintenance Charge - Any such charge may recover only the Transmission Owner's costs and expenses associated with operation and maintenance charges related to the Project Developer's Network Upgrade owned by the	(a) Administration Charge - Any such charge may recover only the costs and expenses incurred by the Transmission Owner in connection with administrative obligations such as the preparation of bills. An Administration Charge shall not be permitted to the extent that the Transmission Owner's other charges to the Project Developer Party under the same CSA include an allocation of the Transmission Owner's administrative and general expenses and/or other corporate overhead costs. (b) Network Upgrade Operations and Maintenance Charge - Any such charge may recover only the Transmission Owner's costs and expenses associated with operation and maintenance charges	
		Transmission Owner. (c) Other Charges - Any other charges applicable to the Project Developer, as mutually agreed upon by the Project Developer and the Transmission Owner and as accepted by the FERC as part of a CSA.	related to the Project Developer Party's Network Upgrade owned by the Transmission Owner. (c) Other Charges - Any other charges applicable to the Project Developer Party, as mutually agreed upon by the Project Developer Party and the Transmission Owner and as accepted by the FERC as part of thisa CSA.	
235.	Tariff, Part IX, Subpart J, CSA, Schedule D (Applicable Technical Requirements and Standards)	The following technical requirements and standards shall apply. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this CSA, the Tariff and/or this CSA shall control.	The following Applicable tTechnical rRequirements and sStandards shall apply. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this CSA, the Tariff and/or this CSA shall control.	Revisions correct reference to a defined term.

236.	Tariff, Part IX, Subpart J, CSA, Schedule E (Developer Party's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status)	As provided in section 4.0 of Appendix III to this CSA and subject to the requirements thereof, Developer Party represents that it meets all qualifications and requirements as set forth in section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Developer Party agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Developer Party to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades specified in this GIA. Nothing in Developer Party's agreement pursuant to this Schedule E shall change Developer Party's indemnification obligations under section 4.2 of Appendix III to this CSA.	As provided in this CSA, Appendix III, section 4.0 ef- Appendix III to this CSA and subject to the requirements thereof, Developer Party represents that it meets all qualifications and requirements as set forth in section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Developer Party agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Developer Party to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades specified in this GIACSA. Nothing in Developer Party's agreement pursuant to this Schedule E shall change Developer Party's indemnification obligations under this CSA, Appendix III, section 4.2 of Appendix III to this CSA.	Revisions clarify and modify internal cross references to match PJM standard formatting, and correct reference to defined term
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